Community Redevelopment Agency Board Meeting
Tuesday, January 14, 2025 - 6:00 PM
City Hall Chambers, 100 E. Ocean Avenue and Online Meeting
561-737-3256

AGENDA

REVISED AGENDA INFORMATION - Due to the Special Joint Meeting of the Boynton Beach Community Redevelopment Agency (BBCRA) Board and the City of Boynton Beach Commission, the regularly scheduled January 14, 2025, CRA Board Meeting will start at a time not certain, but following as soon thereafter, the conclusion of the Special Joint Meeting which begins at 6:00PM.

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.** Quarterly Progress Report from BB QOZ, LLC for the 115 N. Federal Highway Mixed-Use Project (aka The Pierce) - October 2024 - December 2024
   - **B.** Quarterly Progress Report #7 from Pulte Home Company, LLC for the Cottage District Infill Housing Redevelopment Project - October 2024 - December 2024
9. **Announcements and 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 December 31, 2024

B. Approval of a 90-day Extension to the Commercial Property Improvement Grant Program with Jken Boutique LLC located in Ocean Palm Plaza at 1600 N. Federal Highway, Unit 9

C. Approval of the Commercial Rent Reimbursement Grant Program in the Amount of $24,000 to EGVV LLC d/b/a Paloma Mexican Restaurant located in 500 Ocean at 510 E. Ocean Avenue, Unit 105

D. Approval of Extension of Contract between the CRA and Sadler Builders, Inc.

12. Pulled Consent Agenda Items

13. CRA Advisory Board

A. 2025 CRA Advisory Board Meeting Dates

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

C. Reports on Pending Assignments - New Assignments from the CRA Board Assigned at the February 13, 2024 CRA Monthly Board Meeting - 2016 CRA Plan Revision Recommendations

14. Old Business

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

B. Continued Discussion and Consideration of MLK Jr. Boulevard Corridor Mixed Use Project Update (d/b/a Heart of Boynton Shops)

C. Continued Discussion and Consideration of Search for the New Executive Director - TABLED 11/21/2024

15. New Business

A. Discussion and Consideration of Executive Recruitment Firms for Executive Director Candidates - TABLED 11/21/2024

B. Discussion and Consideration of the Andrews House Located at 306 SE 1st Avenue

C. Discussion and Consideration of Tax Increment Funding Request from Time Equities for the Town Square Project located at 100 E. Ocean Avenue

D. Discussion and Consideration of the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for Providing Reimbursement for the Construction Costs of the Neighborhood Officer Policing Program Location located within the Boynton Beach Community Redevelopment Area

E. Discussion and Consideration of the Authorization of Acting Executive Director to Sign the Construction Contract for Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program

16. CRA Projects in Progress

A. 2024 Holiday Boat Parade Recap

B. Social Media & Print Marketing Update

C. CRA Economic & Business Development Grant Program Update

17. Future Agenda Items

A. Discussion and Consideration of the Second Amendment to the Purchase and Development Agreement between the CRA and BB QOZ, LLC for the 115 N. Federal Highway Mixed Use Project (aka The Pierce)

B. Discussion and Consideration of a First Amendment to the Interlocal Agreement (ILA) between the CRA and the City of Boynton Beach regarding Contract with Circuit Transit Inc. for the BBCRA Pilot Ride Share Program

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

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: January 14, 2025

INFORMATION ONLY

AGENDA ITEM 8.A

SUBJECT:
Quarterly Progress Report from BB QOZ, LLC for the 115 N. Federal Highway Mixed-Use Project (aka The Pierce) - October 2024 - December 2024

SUMMARY:
On June 7, 2022, the CRA Board approved the Purchase and Development Agreement (PDA), the Tax Increment Revenue Funding Agreement (TIRFA), and the Parking Lease Agreement with BB QOZ, LLC (aka Affiliated Development, LLC) for the 115 N. Federal Highway Mixed Use Project (aka The Pierce, see Attachments I-III).

Paragraph 21.9 of the PDA requires a written report every three months by BB QOZ, LLC. BB QOZ, LLC's attendance is not required to present the report to the Board unless requested by the Board. Additionally, Paragraph 3.2.4 of the TIRFA requires an update of the project's financing. The project's quarterly report was submitted on January 6, 2025 (see Attachment IV).

On August 14, 2024, the Court rendered a final opinion in favor of the City of Boynton on the pending litigation that challenged the abandonments of a portion of the north alley, the entire south alley, and NE 1st Avenue (see Attachments V - VII). Based on the Court's decision and pursuant to the terms of the First Amendment to the Purchase and Development Agreement, BB QOZ, LLC will have until December 12, 2024 (120 days from the Court's final Opinion) to submit all construction documents and applications necessary to obtain building permits for the project (see Attachment VIII).

On October 29, 2024, BB QOZ, LLC paid the Building Department plan review fees and submitted all documents necessary to obtain building permits for the project (see Attachment IX). BB QOZ, LLC will be resubmitting a separate building permit for the Hurricane Alley building to be located at 508 E. Boynton Beach Boulevard.

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

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

ATTACHMENTS:
Description

- Attachment I - Executed 115 N. Federal Highway Mixed Use Project (aka The Pierce) Purchase and Development Agreement
- Attachment II - Executed 115 N. Federal Highway Mixed Use Project (aka The Pierce) TIRFA
- Attachment III - Executed 115 N. Federal Highway (aka The Pierce) Parking Lease Agreement
- Attachment IV - The Pierce - CRA Report - Q4 2024
- Attachment V - Case Number 502023CA009318XXXXMB (209 N. Federal, LLC vs. City of Boynton Beach)
- Attachment VI - Case Number 502023CA010518XXXXMB (BBQOZ vs. 209 N. Federal LLC)
- Attachment VII - Court Opinion Facesheet
- Attachment VIII - First Amendment to Purchase and Development Agreement
- Attachment IX - Building Department Confirmation

RESOLUTION NO. R22 -088

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO ENTER INTO A PURCHASE AND DEVELOPMENT AGREEMENT WITH BB QOZ, LLC (AFFILIATED DEVELOPMENT, LLC), FOR THE DEVELOPMENT OF THE 115 NORTH FEDERAL HIGHWAY INFILL MIXED USE PROJECT FOR A PURCHASE PRICE LESS THAN FAIR MARKET VALUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On June 7, 2022 the Boynton Beach Community Redevelopment Agency Board approved the purchase and development agreement, the tax increment revenue funding agreement (TIRFA), and the parking lease agreement between the Boynton Beach Community Redevelopment Agency and Affiliated Development, LLC for the 115 North Federal Highway infill mixed use redevelopment project; and

WHEREAS, the contemplated purchase price is below fair market value and therefore it is necessary for the CRA to seek approval from the City Commission prior to execution of the Purchase and Development Agreement; 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 Boynton Beach Community Redevelopment Agency to enter into a Purchase and Development agreement with BB QOZ, LLC (Affiliated Development, LLC) for the development of the 115 North Federal Highway infill mixed use project for a purchase price less than fair market value.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission

Section 2. That the City Commission of the City of Boynton Beach does hereby approve and authorize the Boynton Beach Community Redevelopment Agency to enter into a

Purchase and Development agreement with BB QOZ, LLC (Affiliated Development, LLC) for the development of the 115 North Federal Highway infill mixed use project for a purchase price less than fair market value.

Section 3. That this Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 5th day of July, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

R22-088

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, with a business address of 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, (hereinafter "SELLER") and BB QOZ, LLC, a Florida Limited Liability Company with a business address of 613 NW 3rd Ave., Ste 104, Fort Lauderdale, Florida 33311 (hereinafter "PURCHASER"). SELLER & PURCHASER may be referred to herein individually as "Party" and collectively as the "Parties."

In consideration of 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"), which is hereby incorporated herein. The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effectuated in order to reduce slum and blight and to enable the construction of a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with a minimum of 236 rental units available to various affordability ranges as set forth in the Tax Increment Revenue Funding Agreement attached here to as Exhibit "B" ("TIRFA") a minimum of 16,800 square feet of commercial space (e.g. restaurant, retail, and office), and 150 public parking spaces (as more fully described in the TIRFA), and providing public pedestrian connectivity within the Property, consistent with the proposal submitted by PURCHASER (the "Proposal") in response to the *Request for Proposals and Developer Qualifications for the 115 N. Federal Highway Infill Mixed-Use Redevelopment Project* ("RFP") issued by the CRA on July 23, 2021, incorporated herein by this reference (the "Project"). The Project may be revised by PURCHASER from time to time pursuant to the terms of the TIRFA.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be ONE HUNDRED AND 00/100 DOLLARS ($100.00) 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. A Deposit in the amount of TEN THOUSAND AND 00/100 DOLLARS ($10,000.00) (the "Deposit") shall be delivered to Lewis, Longman & Walker, P.A. ("Escrow Agent") within five (5) business days of the Effective Date. The Deposit shall be nonrefundable to PURCHASER after the expiration of the Feasibility Period, unless otherwise provided herein and shall be credited against PURCHASER'S costs at closing.

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

5. Intentionally Deleted

6. CLOSING DATE. The purchase and sale transaction contemplated herein shall close within thirty-six (36) months after PURCHASER's receipt of the Land Use Approvals unless extended by other provisions of this Agreement or by written agreement, signed by both parties. Notwithstanding the foregoing, the PURCHASER shall have the right to extend the Closing Date by up to twelve (12) months subject to the prior written approval of SELLER, which written approval shall not be unreasonably withheld, conditioned, or delayed provided that PURCHASER is exercising good faith and due diligence to achieve the Closing and further provided that PURCHASER delivers notice of its election to exercise such extension at least thirty (30) days prior to the then-Closing Date. Unless earlier terminated pursuant to the terms of this Agreement, this Agreement shall automatically terminate should PURCHASER fail to close pursuant to this Section.

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. SELLER acknowledges that PURCHASER may, after Closing, pursue a unity of title with respect to the Project and/or certain parcel splits with respect to the Project. SELLER shall reasonably cooperate with PURCHASER, at no cost to SELLER, in order to coordinate and accommodate PURCHASER's pre-closing and post-closing work in connection with the foregoing sentence.

8. INVESTIGATION OF THE PROPERTY. For a period until sixty (60) 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 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, in which event the Deposit shall be promptly refunded to PURCHASER. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) repair and restore any damage caused to the Property by PURCHASER'S testing and investigation; and (ii) release to SELLER, at no cost, all non-proprietary and non-confidential reports and other work generated as a result of the PURCHASER'S testing and investigation. PURCHASER shall have the

right to access the Property, at any time and from time to time with at least two (2) days notice to SELLER and so long as said access does not result in a business interruption, from the time period commencing at the end of the Feasibility Period and continuing until Closing. 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 or access of the Property; provided, however, the foregoing indemnification obligations of PURCHASER shall not apply to (i) any damages arising from the negligence or misconduct of SELLER, its agents, employees or representatives, or (ii) any conditions or defects existing on, in or under the Property or arising out of the mere discovery of such conditions or defects on, in, under or within the Property. PURCHASER'S obligations under this Section shall survive Closing and the termination of this Agreement for a period of one (1) year.

8.1 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, surveys, 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, and any other documents reasonably requested by PURCHASER.

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 Old Republic National Title Insurance Company (hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of $5,500,000.00 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 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, 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. Notwithstanding anything to the contrary in this Agreement, SELLER shall be obligated, at Closing, to cause the Title Company to remove (by waiver or endorsement) the following (collectively, the "Required Cure Items"), whether or not PURCHASER objects to such items in PURCHASER's Title Objections: any (a) mortgage or deed of trust granted by SELLER affecting the Property; (b) mechanic's lien with respect to work contracted for by SELLER at the Property; (c) liens securing the payment of taxes and assessments; and (d) other liens encumbering the Property (including judgments, federal, state and municipal tax liens).

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue one 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 have an adverse effect on the Property or the Project, in PURCHASER's sole and absolute discretion, 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 an ALTA survey (the "Survey") of the Property. If the Survey discloses any matters that are unacceptable to PURCHASER, in PURCHASER's sole and absolute discretion, 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 Marketable Title. SELLER delivering marketable title to the Property subject only to those title exceptions acceptable to the PURCHASER, all as more specifically set forth herein.

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

9.3 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 at PURCHASER's sole and absolute discretion.

9.4 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.

9.5 Land Use Approvals. PURCHASER obtaining all required site plan, zoning and platting/replatting approvals from the City of Boynton Beach necessary to procure building permits to construct the Project on the Property (the "Land Use Approvals"). SELLER authorizes the PURCHASER to apply for and obtain the necessary Land Use Approvals and agrees to cooperate in any such applications and the approval process and to execute without delay any and all required documentation necessary to make application for Land Use Approvals for the Project.

9.6 Occupancy. The Property shall be conveyed to PURCHASER at Closing subject only to the Leases (hereinafter defined) and any additional leases entered into with PURCHASER's consent pursuant to Section 23.13.

9.7 Estoppels. SELLER shall have delivered an estoppel certificate from each of the tenants under the Leases, dated not more than thirty (30) days prior to the Closing Date, in the form attached hereto as Exhibit "C" Schedule 9.7, which shall be delivered to PURCHASER at least five (5) days prior to the Closing Date.

9.8 Service Contracts. At Closing, SELLER shall terminate all service and management contracts relating to the Property at SELLER's sole cost and expense, unless PURCHASER elects to assume any of such contracts, in PURCHASER's sole and absolute discretion.

9.9 Permits and Code Violations. SELLER shall have closed out all open or expired permits and cured any code violations applicable to the Property prior to the Closing Date. For the avoidance of doubt, any legal, non-conforming use, structure, or site condition approved by the City of Boynton Beach shall not be deemed to be code violation.

If any condition precedent set forth in the foregoing Section 9 hereof is not satisfied as of the Closing Date (or within the time frame specifically set forth in such clause), and PURCHASER elects, in PURCHASER's sole and absolute discretion, not to waive such condition precedent, then PURCHASER shall have the right to terminate this Agreement by written notice to SELLER, in which event the Deposit shall be returned to PURCHASER and this Agreement shall be null and void and neither party shall have any further rights or obligations under this Agreement except those which expressly survive termination. SELLER shall use good faith efforts to satisfy the Conditions to Closing that are within the control of SELLER.

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

10.1 Deed and Authorizing Resolutions. SELLER shall furnish a Special Warranty Deed (the "Deed"), meeting all requirements of this Agreement, 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 Title Company and the PURCHASER an owner's affidavit acceptable to the Title Company 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 PURCHASER and 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 Assignment of Leases. An Assignment and Assumption of Leases, Security Deposits and Service Contracts in the form attached hereto as Exhibit "D" Schedule 10.5.

10.6 Bring-Down Certificate. A "bring-down" certificate executed by SELLER recertifying SELLER's representations and warranties set forth in this Agreement as of the Closing Date, in the form attached hereto as Exhibit "E" Schedule 10.6.

10.7 Leases and Service Contracts. Originals, or, if unavailable, copies, of the Leases (together with all tenant files, tenant ledgers and records) and assigned and assumed Service Contracts then in effect at the Property.

10.8 Miscellaneous. Any keys, access cards, combinations and pass codes to any locks and security systems on the Property over which SELLER has control shall be left by SELLER at the Property upon Closing. All correspondence and documents in SELLER's possession or control relating to the Leases and the operation of the Property shall be left by SELLER at the Property upon Closing;

10.9 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 and assessments, if any, for the Property shall be prorated as of 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 $1,000.00.

11.2 Proration of Rents. The rent payable by tenants under the Leases shall be prorated as of the day before Closing; provided, however, that rent and all other sums which are due and payable to SELLER by any tenant but uncollected as of the Closing (collectively, the "Delinquent Amounts") shall not be adjusted. At Closing, SELLER shall deliver to PURCHASER a schedule of all such Delinquent Amounts. Any Delinquent Amounts received by SELLER after Closing that are attributable to the period after the Closing Date shall be promptly paid over to PURCHASER.

11.3 Proration of Utilities. Water, electric, and all other utility and fuel charges shall be prorated as of the day before Closing (to the extent possible, utility prorations will be handled by meter readings on the day immediately preceding the Closing Date).

11.4 Prepaid Rents and Security Deposits. At Closing, SELLER shall credit to PURCHASER the amount of any unapplied security deposits or prepaid rents under the Leases.

11.5 Closing Costs. SELLER shall pay for the documentary stamps on the Deed, the cost of the Owner's Policy of Title Insurance, the cost of satisfying any liens which SELLER is obligated to satisfy, the cost of recording the Deed and any cost associated with curing title. PURCHASER shall pay for all endorsements to the Owner's Policy of Title Insurance (including, without limitation, premiums for any loan policy or endorsements thereto required by PURCHASER's lender for the construction or development of the Project (the "Lender"), if any), and the cost of any documentary stamp or intangible tax in connection with PURCHASER's financing. Each party shall be responsible for their respective attorneys' fees.

11.6 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.

11.7 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. Except for the Tenants listed on the rent roll attached hereto as Exhibit "F", there are no parties other than SELLER in possession or with a right to possession of any portion of the Property.

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

12.6 Leases. SELLER has delivered to PURCHASER true, correct and complete copies of all the Leases. To SELLER's knowledge: (i) each Lease is in full force and effect; (ii) neither landlord nor tenant are in default under the Leases and no event has occurred or failed to occur which, with the passage of time or giving of notice or both, would constitute a default under any such Lease; (iii) no tenant has paid any rent for more than one month in advance and (iv) no tenant is entitled to any free rent, abatement of rent or similar concession.

12.7 Violations. The Property is not in violation of any building, fire or health code or any other statute, law, ordinance or code applicable to the Property. There are no: (i) existing or pending improvement liens affecting the Property; (ii) existing, pending or threatened zoning, building or other moratoria, downzoning petitions, proceedings, restrictive allocations or similar matters that could have a material adverse effect on the use and value of the Property.

12.8 Employees. There are no employees of SELLER employed in connection with the Property whom PURCHASER would be obligated to retain or compensate after the Closing Date.

13. DEFAULT.

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

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein or is otherwise default under this Agreement, which default has not been cured as provided for herein, PURCHASER may, at its option (i) declare SELLER in default under this Agreement in which event PURCHASER may terminate this Agreement, receive back its Deposit, and thereafter neither party shall have any further rights hereunder, (ii) seek specific performance of this Agreement; or (iii) waive SELLER's default and proceed to Closing.

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 herein.

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: Boynton Beach Community Redevelopment Agency
Attention: Thuy Shutt, Executive Director
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 Ave, Suite 1100
West Palm Beach, Florida 33401

If to PURCHASER: BB QOZ, LLC
Attention: Jeff Burns & Nicholas Rojo
613 NW 3rd Ave., Ste. 104
Fort Lauderdale, Florida 33311

With a copy to: Kapp Morrison LLP
Attention: Lance M. Aker, Esq.
7900 Glades Road, Ste 550
Boca Raton, Florida 33434

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, in PURCHASER's sole and absolute discretion. It is understood, however, that SELLER may assign its interest to the City of Boynton Beach without the prior written consent of PURCHASER, provided that the City of Boynton Beach acknowledges in the document assigning this Agreement that it shall be obligated to close the transaction contemplated herein and comply with apply with all Sections of this Agreement as if the City of Boynton Beach were the original party to this Agreement. This Agreement may be assigned, without the prior written consent of SELLER, by PURCHASER to an entity that is managed by PURCHASER's key principals, Jeff Burns and Nicholas Rojo, and thereafter PURCHASER'S assignee shall be obligated to close the transaction contemplated herein and comply with all Sections of this Agreement 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. Notwithstanding the foregoing, in the event PURCHASER's 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 SELLER of written notice by such Lender that it desires, in Lender's sole and absolute discretion, to be assigned this Agreement and to assume all of the rights and obligations of the PURCHASER under this Agreement. The notice must be received within ninety (90) days of such Lender taking possession of or becoming the record owner of the Property.

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, except as specifically provided herein, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER's receipt of such notification. Should PURCHASER terminate this Agreement, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder. Should PURCHASER elect not to terminate, the parties hereto shall proceed to Closing and SELLER shall assign all of its right, title and interest in all awards in connection with such taking to PURCHASER.

17. BROKER FEES. The Parties hereby confirm that neither of them has dealt with any broker in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by either Party or on its behalf with any broker or finder in connection with this Agreement. Notwithstanding the foregoing, SELLER'S indemnification obligations shall not exceed the amount of the statutory limits provided within Section 768.28, Florida Statutes, and SELLER does not otherwise waive its sovereign immunity rights. The provisions of this Section shall survive Closing or termination of this Agreement.

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

19. EXISTING OBLIGATIONS. PURCHASER shall assume the rights and make best efforts to perform all obligations of the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY described in Section 21 of the Purchase and Sale Agreement between the SELLER and 500 Ocean Properties, LLC, attached hereto as Exhibit "G."

20. LEASES/RELOCATION.

20.1. At Closing, the following leases, to the extent such leases remain in effect, shall be assigned in their entirety to PURCHASER (the "Leases"):

- Freddie Brinley - 517 ½ E. Ocean Avenue, Apt. 5
- Harvey E. Oyer, Jr., Inc. d/b/a Oyer Macoviak and Associates - 511 E. Ocean Avenue
- Café Barista, Inc. d/b/a Hurricane Alley - 527, 529 & 531 E. Ocean Avenue
- Florida Technical Consultants, LLC - 533 E. Ocean Avenue, Suites 2 & 3

20.2. PURCHASER acknowledges that a current tenant of the Property is Hurricane Alley ("HA Tenant"). PURCHASER shall use reasonable efforts to relocate HA Tenant to the Project and shall use reasonable efforts to work with HA Tenant to phase construction activities of the Project in order to minimize, to the extent practicable, the timeframe between demolition of the HA Tenant's current premises and construction and delivery of HA Tenant's new premises within the Project.

21. DEVELOPMENT DEADLINES. The following events must occur and be documented in writing and provided to the SELLER upon completion of each action (collectively the "Project Deadlines"). At all times after the Effective Date, SELLER shall cooperate with PURCHASER using good faith and due diligence to facilitate and expedite PURCHASER's satisfaction of the Project Deadlines, which include, without limitation, the Land Use Approvals. PURCHASER's obligations under this Section shall survive Closing.

21.1 Submission of application to the City for site plan approval within one hundred eighty (180) days from the Effective Date. For purposes of this section, submission of application shall mean the good faith submittal of a complete application for site plan approval to the City of Boynton Beach, and any later request for information, or rejection or return by the City of Boynton Beach for reasons of technical compliance, shall not be deemed failure of PURCHASER to comply with the requirements of this Section. PURCHASER may extend the deadline for submission of application to the City for site plan approval by no more than sixty (60) days, subject to prior, written approval of the SELLER at SELLER's sole and reasonable discretion.

21.2 PURCHASER shall diligently and continuously pursue site plan approval and all other required Land Use Approvals until the same are issued. Notwithstanding the provisions of Section 13.3, PURCHASER shall have sixty (60) days to cure after receipt of notice of default of this Section 21.2.

21.3 PURCHASER shall submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project within one hundred twenty (120) days of obtaining formal site plan approval from the City.

21.4 PURCHASER shall provide SELLER with updates on the process of obtaining financing for the Project, together with reasonable documentation, upon SELLER's request therefor. No later than Closing, PURCHASER shall provide adequate proof of Financial Closing (defined below), including verifiable binding documentation, to the SELLER.

21.5 Commencement of Construction shall occur within two (2) years of the Closing Date pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein, PURCHASER may extend the deadline for Commencement of Construction by one (1) period of twelve (12) months, subject to receipt of written approval from SELLER, which approval shall not be unreasonably withheld, conditioned or delayed provided PURCHASER is using good faith efforts and due diligence to achieve Commencement of Construction. "Commencement of Construction " mean the date when both of the following have occurred: (i) PURCHASER has provided adequate proof of a financial closing, and (ii) PURCHASER has actually begun construction activities, including demolition, site clearing, excavation, and/or utility relocation consistent with the City Code and all applicable permits, such that construction activities will continue on a consistent basis to complete construction of the Project. For purposes of this Agreement, a "Financial Closing" means the date on which all financial agreements and loan documents for the financing of the Project through completion have been executed and all required conditions contained in such financial agreements and loan documents for the commencement of funding have been satisfied, as determined by the Lender and PURCHASER.

21.6 PURCHASER shall ensure that the groundbreaking ceremony will occur prior to or simultaneously with the Commencement of Construction.

21.7 Completion of Construction, defined as receiving a temporary certificate of occupancy, within thirty-six (36) months of Commencement of Construction; provided, however, PURCHASER shall have the right to extend the deadline for Completion of Construction for one (1) period of twelve (12) months subject to receipt of written approval from the SELLER, which approval shall not be unreasonably withheld, conditioned or delayed, provided PURCHASER is using good faith efforts and due diligence to achieve Completion of Construction. After receipt of a temporary certificate of occupancy, PURCHASER shall use good faith efforts and due diligence to obtain a final certificate of occupancy in an expeditious manner. PURCHASER shall obtain a certificate of occupancy for the Project no later than 9.5 years after the Effective Date.

21.8 PURCHASER shall ensure that a ribbon cutting ceremony will occur prior to occupancy of the residential portion of the Project.

21.9 PURCHASER, upon thirty (30) days prior notice from SELLER, shall make a presentation to SELLER at a regularly scheduled meeting of the SELLER's Board meetings, or at such other meeting as the parties may agree, no less than annually, beginning at one (1) year after the Effective Date and ceasing after the presentation following Completion of Construction. In addition, PURCHASER shall provide a written report once every three months, which shall be presented to the SELLER's Board (with or without PURCHASER'S participation) at the next regularly scheduled public meeting. Such presentation and written reports shall include photographs and an update on the progress of obtaining Land Use Approvals, status of construction, compliance with any deadlines, terms, and provisions of this Agreement, and such other information reasonably requested by the SELLER to determine compliance with this Agreement. PURCHASER agrees to promptly reply to any inquiries of the SELLER's Board concerning the progress of the Project.

22. Intentionally Deleted.

22.1 Reverter Clause. The Special Warranty Deed shall contain a reverter clause (the "Reverter Clause") that shall run with the Property from the Closing Date until Completion of Construction, at which point the Reverter Clause shall automatically terminate. SELLER shall have the right to exercise its right of reverter if construction does not occur pursuant to the deadlines set forth in Sections 21.3, 21.5, and 21.7 hereof, including all subsections thereto. Notwithstanding the provisions of Section 13.3, in the event SELLER expresses intent to exercise the right of reverter based on PURCHASER's default for failure to comply with the provisions of Section 21.3, SELLER shall first notify PURCHASER of SELLER'S intent to exercise the right of reverter, and SELLER shall have sixty (60) days from delivery of the notice during which to cure the default and provide evidence of same to SELLER. In the event the SELLER exercises its right of reverter, SELLER shall pay to PURCHASER: (i) the Purchase Price of the property as set forth in Section 2 of this Agreement; and (ii) the amount of all verifiable out-of-pocket predevelopment and development costs incurred by PURCHASER between the first Land Use Approval and the time of default in connection with the Project, which shall be evidenced by bank statements, invoices and other documentation reasonably requested by SELLER, to the extent that the costs associated with those improvements have not been recaptured by the PURCHASER. To carry out the terms of this Section, PURCHASER shall execute a reverter agreement in the form set forth on Exhibit "H." In the event PURCHASER enters into a loan with a Lender, the SELLER shall enter into a subordination agreement to subordinate the Reverter Agreement and the rights of reverter in this Agreement to the lien(s) and security interest(s) of Lender in a form and substance satisfactory to such Lender and determined to be satisfactory by the SELLER, which determination shall not be unreasonably withheld. Upon the Completion of Construction, the SELLER agrees to promptly issue a recordable letter acknowledging the release of the reverter rights described herein. On or prior to Closing, PURCHASER shall execute an assignment of proceeds to the benefit of the SELLER (the "Assignment of Proceeds"), which Assignment of Proceeds shall provide that if PURCHASER does not achieve Completion of Construction and Lender forecloses on the Project, then PURCHASER shall assign to SELLER the proceeds it receives

from Lender up to an amount equal to the greater of the fair market value of the land value of the Property only (i.e. determined as if the Property was unimproved) as of the date of the foreclosure and the fair market value of the land as of the Effective Date. If the SELLER and PURCHASER cannot agree upon the fair market value as of either or both dates described above (either of which may be referred to as a "Fair Market Value" in this Section), each of SELLER and PURCHASER shall hire an MAI-certified appraiser with a minimum of ten (10) years' experience appraising vacant land in the Boynton Beach, Florida area (an "Independent Appraiser"). Each Independent Appraiser shall submit its determination of the Fair Market Value within sixty (60) days after being engaged by SELLER and PURCHASER. If the Fair Market Values of the two Independent Appraisers are within five percent (5%) of the same value, then the average of the values shown on the two appraisals shall be determinative as the Fair Market Value. If the two appraisals are not within five percent (5%) of the same value, then the two Independent Appraisers shall select a third Independent Appraiser which shall be instructed to determine the Fair Market Value; provided, that the third Independent Appraiser shall also be directed to determine a Fair Market Value that shall not be greater than the higher nor less than the lower of the Fair Market Values determined by the first two Independent Appraisers. Within fifteen (15) days after its appointment, the third Independent Appraiser shall submit its determination of the Fair Market Value, and such Fair Market Value shall be determinative. The Assignment of Proceeds shall automatically terminate as of the Completion of Construction.

23. MISCELLANEOUS.

23.1 General. This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. Reference to a Section shall be deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The Parties hereby agree that jurisdiction of any litigation brought arising out of this Agreement shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Southern District Court of Florida.

23.2 Computation of Time. Any reference herein to time periods which are not measured in business days and which are less than six (6) days, shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday observed by the City of Boynton Beach 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.

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

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

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

23.6 Intentionally Deleted.

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

23.8 Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, shall be awarded to the prevailing party. However, SELLER's obligation under this section shall not exceed the amount of the statutory limits provided within Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed a waiver of SELLER's sovereign immunity rights.

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

23.10 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both parties.

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

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

23.13 Operation of Property. From and after the Effective Date: (i) SELLER shall own, operate, manage and maintain the Property in its ordinary course of business consistent with past practices and shall not sell, further pledge, or otherwise transfer or dispose of all or any part of any Property; (ii) SELLER shall maintain in full force and effect property insurance on the Property in amounts currently maintained by SELLER; and (iii) SELLER shall not enter into any new Leases or amend same that would remain in effect beyond Closing without PURCHASER's prior written consent. Additionally, SELLER shall, from and after the Effective Date, deliver to PURCHASER promptly after receipt thereof copies of (i) all written notices to SELLER from tenants, (ii) all written notices to tenants from SELLER, (iii) any notice of violation issued by any governmental authority with respect to SELLER or the Property, (iv) any notice relating to any claim of litigation or threatened litigation with respect to SELLER or the Property, (v) notice of the commencement or threat of any condemnation, eminent domain or similar proceedings with respect to or affecting the Property.

23.14 Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party (Events of Force Majeure), including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, or the other Party. Events of Force Majeure shall extend the period for the performance of the obligations for a period equal to the period(s) of any such delay(s). All terms contained herein are subject to Force Majeure. PURCHASER shall notify SELLER within 90 days of the onset of the Event of Force Majeure if PURCHASER intends to invoke this Section of the Agreement; otherwise, PURCHASER's rights under this Section shall be deemed waived for that Event of Force Majeure.

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

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.

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

SELLER shall, upon request, provide guidance to PURCHASER as to the public records keeping and reporting duties that are imposed upon PURCHASER as provided above and shall take all steps reasonably required to assist PURCHASER in not violating them.

Signatures on following page.

The remainder of this page was intentionally left blank.

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

PURCHASER:

BB QOZ, LLC

Printed Name: Nicholas Rojo

Title: Manager

Date: 7/8/2022

SELLER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Ty Penserga

Title: Chair

Date: 7/5/2022

WITNESS:

Printed Name: William C. Coates

WITNESS:

Printed Name: Maylee De Jesus

Approved as to form and legal sufficiency:

CRA Attorney

PURCHASE AND DEVELOPMENT AGREEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

Physical Address: 529 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060120

Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

PURCHASE AND DEVELOPMENT AGREEMENT
EXHIBIT "B"

Tax Increment Revenue Funding Agreement

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the 5th day of July, 2022, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter the "CRA"), with a business address of 100 East Ocean Avenue, 4th floor, Boynton Beach, Florida 33435,

and

BB QOZ, LLC, a Florida limited liability company, with a business address of 613 NW 3rd Ave., Suite 104, Fort Lauderdale, Florida 33311, and its successors or assigns (hereinafter, the "Developer"; the Developer and the CRA are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Developer submitted a proposal, a copy of which is attached here to as Exhibit "A," (the "Proposal") in response to the *Request for Proposals and Developer Qualifications for the 115 N. Federal Highway Infill Mixed-Use Redevelopment Project* ("RFP") issued by the CRA on July 23, 2021, incorporated herein by reference, which proposal was accepted by the CRA Board on November 30, 2021; and

WHEREAS, the CRA has determined that the Project, as defined herein, 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 Boynton Beach Community Redevelopment Plan;

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

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

Section 2. 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. **Adequate Proof of Financial Closing** shall consist of verifiable binding documentation for the Project necessary to evidence that financing has been obtained for the construction of the Project through completion.

2.2. **Area Median Income ("AMI")** shall mean the City of Boynton Beach Area Median Income, as set forth and published each year by the City of Boynton Beach, unless required by the Lender to mean Palm Beach County Area Median Income, as set forth and published each year by the Department of Housing and Urban Development. If the Lender does not make a determination, the Developer shall use the City of Boynton Beach Area Median Income, provided that: (a) the City publishes AMI levels on a regular (annual) basis, (b) the AMI levels are made readily available to the general public, and (c) the City utilizes the same calculation methodology as does the Department of Housing & Urban Development.

2.3. **"Base Year"** for determining Tax Increment Revenue from the Project shall be the year prior to Commencement of Construction (hereinafter defined).

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

2.5. **"Commencement of Construction"** or **"Construction Commencement"** means the date when both of the following have occurred: (i) Developer has provided Adequate Proof of Financial Closing, and (ii) Developer has actually begun construction activities (including demolition, site clearing, excavation, and/or utility relocation) consistent with the City Code and all applicable permits, such that construction activities will continue on a consistent basis to complete construction of the Project.

2.6. **"Completion of Construction"** shall mean the date for which the Project is substantially complete and the Temporary Certificate of Occupancy has been issued by the appropriate governing authority.

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

2.8. **"Financial Closing"** The date on which all agreements and loan documents for the financing of the Project have been executed and all required conditions contained in such agreements and loan documents for the commencement of funding have been satisfied, as determined by Lender and Developer.

2.9. **"Land Use Approvals"** shall mean all required site plan, zoning, platting/replatting approvals from the City of Boynton Beach necessary to procure building permits to construct the Project on the Property.

2.10. **"Lender"** shall mean the lender selected by the Developer to provide a mortgage loan that is secured by all or any part of the Project.

2.11. "Property" means the property subject to this Agreement upon which the Project shall be developed as more particularly described in Exhibit "B," hereto.

2.12. "Purchase Agreement" means that certain Purchase and Development Agreement by and between the CRA, as seller, and Developer, as purchaser, dated of even date herewith.

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

Section 3. Developer's Obligations and Covenants.

3.1 Construction of the Project. Developer shall construct a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with restaurant, retail space, and office space, including public parking that incorporates public pedestrian connectivity, consistent with the Proposal (hereinafter the "Project"). In the event of a conflict between the Proposal and this Agreement, this Agreement shall control. The Project will include the Required Elements set forth below and be built consistent in all material respects with the Conceptual Site Plan attached hereto as Exhibit "C" except as revised pursuant to this Paragraph. The Conceptual Site Plan may be revised by Developer from time to time without the consent of the CRA, provided, however, that any change to the Conceptual Site Plan that would result in a change to any of the Required Elements (hereinafter defined) shall require the approval of the CRA, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer may increase the units or commercial or residential square footage without the consent of the CRA.

3.2 Development Deadlines. The following events must be completed as set forth herein and evidence of same shall be provided to the CRA upon completion of each event (collectively the "Project Deadlines"). At all times after the Effective Date, the CRA shall cooperate with Developer using good faith and due diligence to facilitate and expedite Developer's satisfaction of the Project Deadlines, which include, without limitation, the Land Use Approvals.

3.2.1. Submission of application to the City for site plan approval within one hundred eighty (180) days from the Effective Date. For purposes of this Section, submission of application shall mean the good faith submittal of a complete application for site plan approval to the City of Boynton Beach, and any later request for information, or rejection or return by the City of Boynton Beach for reasons of technical compliance, shall not be deemed failure of Developer to comply with the requirements of this Section. Developer may extend the deadline for submission of application to the City for site plan approval by no more than

sixty (60) days, subject to prior, written approval of the CRA at the CRA's sole and reasonable discretion.

3.2.2 Developer shall diligently and continuously pursue site plan approval and all other required Land Use Approvals until the same are issued.

3.2.3 Developer shall submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project within one hundred twenty (120) days of obtaining formal site plan approval from the City.

3.2.4 Developer shall provide the CRA with updates on the process of obtaining financing for the Project, together with reasonable documentation, upon the CRA's request therefor. No later than the Closing Date (as defined in the Purchase Agreement), Developer shall provide Adequate Proof of Financial Closing to the CRA.

3.2.5 Commencement of Construction within two (2) years of the Closing Date pursuant to the terms of the Purchase Agreement. Notwithstanding anything to the contrary herein, Developer may extend the deadline for Construction Commencement by one (1) period of twelve (12) months, subject to receipt of written approval from the CRA, which approval shall not be unreasonably withheld, conditioned or delayed provided Developer is using good faith efforts and due diligence to achieve Commencement of Construction.

3.2.6 Developer shall ensure that the groundbreaking ceremony will occur prior to or simultaneously with the Commencement of Construction.

3.2.7 Completion of Construction within thirty-six (36) months of Commencement of Construction; provided, however, Developer shall have the right to extend the deadline for Completion of Construction for one (1) period of twelve (12) months subject to receipt of written approval from the CRA, which approval shall not be unreasonably withheld, condition or delayed provided Developer is using good faith efforts and due diligence to achieve Completion of Construction. After receipt of a temporary certificate of occupancy, Developer shall use good faith efforts and due diligence to obtain a final certificate of occupancy in an expeditious manner. Developer shall obtain a certificate of occupancy for the Project no later than 9.5 years after the Effective Date.

3.2.8 Developer shall ensure that a ribbon cutting ceremony will occur prior to occupancy of the residential portion of the Project.

3.3 Required Project Elements. The Project must include all of the following elements (the "Required Elements").

3.3.1 A rental apartment building including a minimum of 236 rental units subject to the following requirements.

3.3.1.1 The units shall be rented in accordance with the following ratio (regardless of how many units are constructed) (the "Affordability Requirements"):

- Tier One: 3.8% of the total rental units to tenants that earn up to 80% of the AMI;
- Tier Two: 23.1% of the total rental units to tenants that earn up to 100% of the AMI;
- Tier Three: 23.1% of the total rental units to tenants that earn up to 120% of the AMI; and
- Tier Four: the remaining total rental units shall be unrestricted.
- Tier One, Tier Two, and Tier Three units shall be the Restricted Units. If necessary, and if consented to by Developer in Developer's sole and absolute discretion, the total rental units and Affordability Requirements may be adjusted as may be required in order to meet the minimum code requirements of the City of Boynton Beach's Workforce Housing Program, provided that at no time shall the sum of Tier One, Tier Two and Tier Three units be less than 50% of the total rental units.
- The units shall be rented to tenants in compliance with fair housing laws. Developer shall not segregate units based on income levels. When not in contravention of such laws, Developer will not designate all affordable unit to be in the same Tier and will attempt to designate a variety of unit types as affordable units.

3.3.1.2 On the date of the Financial Closing, the Developer will record a Restrictive Covenant containing the Affordability Requirements (the "Restrictive Covenant"), which shall remain in effect for the Restricted Units for a period of 15 years following Completion of Construction (the "Initial Affordability Term"). At the conclusion the Initial Affordability Term, the Restricted Units subject to the Restrictive Covenant shall reduce from 50% of the total rental units to 30% of the total rental units (in the same tier proportion as set forth in Section 3.3.1.1 hereof) for an additional 15-year period (30 years total following Completion of Construction). The Restrictive Covenant shall also provide that 10% of the Restricted Units (in the same tier proportion as set forth in Section 3.3.1.1 hereof) shall remain subject to the Affordability Requirements in perpetuity. The Restrictive Covenant shall be in a form approved by the CRA and Lender.

3.3.2 A minimum of 16,800 square feet of commercial space (e.g. restaurant, retail and office).

3.3.3 A minimum of 150 public parking spaces in addition to the parking spaces Developer reasonably calculates Developer will require for the commercial and residential portions for the Project, which shall be located in a parking garage to be constructed by Developer and which shall remain open to the public in perpetuity pursuant to a lease agreement to be executed between the Parties, (the "CRA Spaces"), in a form substantially similar to the lease attached hereto as Exhibit "D." Although the CRA Spaces are separate from the parking spaces that are designated for the residential and commercial uses, and shall not be designated by Developer for association with the residential or commercial uses, the CRA Spaces shall be included in the calculation of determining the total number of parking spaces required for compliance of the residential and commercial uses with the minimum code requirements of the City of Boynton Beach.

Section 4. Public Benefits. Developer shall comply with the following Requirements.

4.1. Job Fairs, and Apprenticeship. Prior to and/or during the construction of the Project, Developer shall use commercially reasonable efforts to:

- Host two (2) job fairs, between Commencement of Construction and Completion of Construction, at a venue within the City of Boynton Beach;
- Participate in job fairs within 15 miles of the City when notified of such job fairs by CareerSource Palm Beach County or such other entity as the CRA may designate from time to time;
- Include requirements in all contracts with contractors that the contractors use commercially reasonable efforts to participate in an apprenticeship program; and
- Provide documentation evidencing satisfaction of these requirements upon request by the CRA and as part of the Annual Performance Report (hereinafter defined).

4.2. Green Building. Developer will achieve a minimum National Green Building Standards (NGBS) Bronze certification for the residential building. Evidence of the NBGS Bronze certification shall be submitted to the CRA within twelve (12) months following Completion of Construction. Developer will analyze the feasibility of using the chilled water services offered by the District Energy Facility located in the Town Square complex.

4.3 Green Wall. Developer shall use commercially reasonably efforts to incorporate a green wall into the wall of the parking garage associated with the Project consistent with City code.

4.4 Electric Vehicle Charging Stations. Developer shall install provisions to accommodate a minimum of two (2) electric vehicle charging stations of charging type Level 2 or higher, in the CRA Spaces, and in addition, Developer shall install conduit (pipe) to allow the CRA to install additional electric vehicle charging stations in up to 15 of the other CRA Spaces, the specific number and location of spaces to receive such conduit to be mutually agreed to by the Parties prior to finalization of construction plans for the parking associated with the Project.

Section 5. Certification Requirements.

5.1 Annual Performance Report. Commencing upon the Effective Date, Developer shall annually provide the CRA with an Annual Performance Report for the Project certifying Developer's compliance with the requirements of this Agreement and the Purchase and Development Agreement and, as applicable upon Completion of Construction, 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 and must meet all requirements for the Annual Performance Report contained in this Agreement. Further, Developer shall, at any time requested by the CRA but not less than once per calendar year, appear before the CRA Board and provide any information requested regarding the Project.

5.2 The following are conditions precedent to the CRA's annual disbursal of Tax Increment Revenue pursuant to this Agreement:

5.2.1 Developer must have timely provided its Annual Performance Report, providing evidence of compliance with the requirements of this Agreement and evidencing that Developer has paid all property taxes for the preceding year; and

5.2.2 A finding by the CRA Board that the Annual Performance Report submitted by Developer is consistent with the requirements of this Agreement, which finding shall not be unreasonably withheld, conditioned or delayed; and

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

5.2.4 Developer is not in material default beyond any applicable notice and cure period under any terms or provisions of this Agreement. Developer shall not be entitled to any Tax Increment Revenue payments for such calendar year if the Developer has failed to meet its obligations under this Agreement or is otherwise in material default beyond any applicable notice and cure period under the terms of this Agreement and has failed to sufficiently cure the default as provided for herein after appropriate notice of such default has been given. There is no obligation by the CRA to disburse the Tax Increment

Revenue during any period of default by the Developer, provided that, once a default is cured, Developer shall receive its Tax Increment Revenue for the remainder of the TIR Term, provided Developer is not in default under this Agreement.

Section 6. Tax Increment Revenue.

6.1 Formula and Term.

6.1.1 The CRA hereby agrees to pledge and assign to Developer pursuant to the terms of this Agreement, an annual amount which equals ninety-five percent (95%) of the Tax Increment Revenue, for a fifteen (15) year term, not to exceed a total of seven million dollars ($7,000,000.00) ("TIR Cap"), commencing on the last day of the year that all of the following conditions are met ("TIR Term"):

A. The Developer has achieved Completion of Construction;
B. All elements of the Project have been placed on the Tax Roll;
C. The CRA has received Tax Increment Revenue from the Project;
D. The Annual Performance Report is received and found to be sufficient by the CRA, which finding shall not be unreasonably withheld, conditioned or delayed; and
E. Developer is not in default under this Agreement.

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

6.2 No Prior Pledge of Tax Increment Revenues. The CRA warrants and represents that the Tax Increment Revenue 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 the Tax Increment Revenue 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:

Boynton Beach Community Redevelopment Agency
Attention: Thuy Shutt, Executive Director
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to:

Tara W. Duhy, Esq.
Lewis, Longman & Walker, P.A.
360 S. Rosemary Ave
Suite 1100
West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

BB QOZ, LLC
Attention: Jeff Burns & Nicholas Rojo
613 NW 3rd Ave., Ste. 104
Fort Lauderdale, Florida 33311

With a copy to:

Lance M. Aker, Esq.
Kapp Morrison LLP
7900 Glades Road, Ste 550
Boca Raton, Florida 33434

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 withhold payment of Tax Increment Revenue to Developer due for such calendar year; provided, however, if such default takes longer than thirty (30) days to cure, such cure period shall be extended until the Developer cures such default provided that the Developer is using good faith efforts to effectuate such cure in a diligent manner and such cure can be completed within the same calendar year. A default under this Agreement shall not terminate this Agreement, but payments of the Tax Increment Revenue to Developer shall not re-commence until such default is cured.

Section 9. Termination. This Agreement shall automatically terminate: 1) upon the last disbursement of Tax Increment Revenue due to Developer pursuant to the terms of this Agreement; 2) upon the expiration of the 15-year TIR Term, or 3) if Developer fails to Commence Construction or Complete Construction of the Project as required herein (unless such time period is extended by the CRA or this Agreement is assigned to Lender pursuant to the terms of 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, except if caused by the gross negligence or willful misconduct of the CRA. Except as set forth in the foregoing sentence, 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.

10.2. Indemnification. Developer shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of Developer. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This 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 in its entirety. Prior to Completion of Construction, this Agreement may only be assigned by Developer to an entity that is managed by Developer's key principals, Jeff Burns and Nicholas Rojo, or Lender pursuant to Developer's loan documents with Lender, and provided that any assignee hereto shall specifically assume all of the obligations of the Developer under this Agreement. Such assignment may be made without further consent of the CRA; however, Developer shall provide notice to the CRA within 30 days of such assignment. After Completion of Construction, provided Developer is not in default under this Agreement, this Agreement may be assigned by Developer to any third party with the consent of the CRA, which consent shall not be unreasonably withheld, conditioned, or delayed, provided however, that such assignment shall not be effective unless (a) the Developer delivers written

notice to the CRA at least thirty (30) days prior to the assignment, (b) the third party assignee demonstrates to the reasonable satisfaction of the CRA that the balance of the Tax Increment Revenue is required to maintain the Affordability Requirements, and (c) the assignee shall specifically assume all of the obligations of the Developer under this Agreement. Notwithstanding the foregoing, in the event Lender takes possession of or becomes the record owner of the Property, this Agreement shall be automatically assigned to Lender upon receipt by the CRA of written notice by Lender that it desires, in Lender's sole and absolute discretion, 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 Lender taking possession of or becoming the record owner of the Property.

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 or the Developer, 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 Agreement term and following completion of the Agreement if Developer 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 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 Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or SHUTTT@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.

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 enacted as of the Effective Date.

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

10.17. Minor Modifications. The CRA Executive Director, shall administratively amend this Agreement (without requirement of CRA board approval) as may be reasonably required by the Lender, provided that such amendment does not pertain to or impact any material term of this Agreement and is for the purpose of complying with Lender requirements in order to effectuate Financial Closing. If any required amendment by the Lender would have a material effect on the terms and conditions set forth in this Agreement, then such amendment shall require CRA board approval, not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, the term "material term" shall include all terms and provisions in Sections 3, 4, 5, 6, 8, 9, 10.1, 10.2, 10.3, 10.4, 10.7, 10.16, 10.17, and 10.18, (including all subsections thereunder), and any other term reasonably

deemed material by the CRA Attorney at the time such request for amendment is made.

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

10.19. Computation of Time – Any referenced herein to time periods which are not measured in Business Days and that are less than six (6) days shall not include Saturdays, Sundays, and legal holidays in the computation thereof. Any period provided for in this Agreement which ends on a Saturday, Sunday, or legal holiday shall extend to 5 p.m. on the next full Business Day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the computation thereof. For purposes of this Agreement, Business Days shall mean Monday through Friday but shall exclude state and federal holidays.

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[DEVELOPER SIGNATURE ON FOLLOWING PAGE]

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

WITNESS

William C. Coates

Print Name: William C. Coates

BB QOZ, LLC,
a Florida limited liability company

By: _____

Printed Name: Nicholas Rojo

Title: Manager

Sara McAllister

Print Name: Sara McAllister

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Nicholas Rojo as Manager of **BB QOZ, LLC**, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of **BB QOZ, LLC**, for the use and purposes mentioned herein and that the instrument is the act and deed of **BB QOZ, 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 8th day of July, 2022.

My Commission Expires: 5/19/24

Notary Public, State of Florida at Large

COLTON COATES
MY COMMISSION # HH 001634
EXPIRES: May 19, 2024
Bonded Thru Notary Public Underwriters

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Print Name: Tammy L. Stanzione

By: _____
Ty Penserga, CRA Board Chair

Print Name: Catherine Cherry

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ty Penserga, 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 5th day of July, 2022.

_____
Notary Public, State of Florida at Large

My Commission Expires:

MAYLEE DE JESUS MY COMMISSION EXPIRES FEBRUARY 2, 2025 #HH 087967 Bonded thru Notary Public Underwriters NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT "A"

PROPOSAL

The proposal submitted by BB QOZ, LLC, a Florida limited liability company, with a business address of 613 NW 3rd Ave., Suite 104, Fort Lauderdale, Florida 33311, in response to the *Request for Proposals and Developer Qualifications for the 115 N. Federal Highway Infill Mixed-Use Redevelopment Project* ("RFP") issued by the CRA on July 23, 2021, which proposal was accepted by the CRA Board on November 30, 2021, is hereby incorporated herein by reference as if fully set forth. A copy shall be maintained at the offices of the Boynton Beach Community Redevelopment Agency, and upon dissolution of the same, a copy shall be maintained by the City of Boynton Beach.

EXHIBIT "B"
PROPERTY LEGAL DESCRIPTION

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

Physical Address: 529 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060120

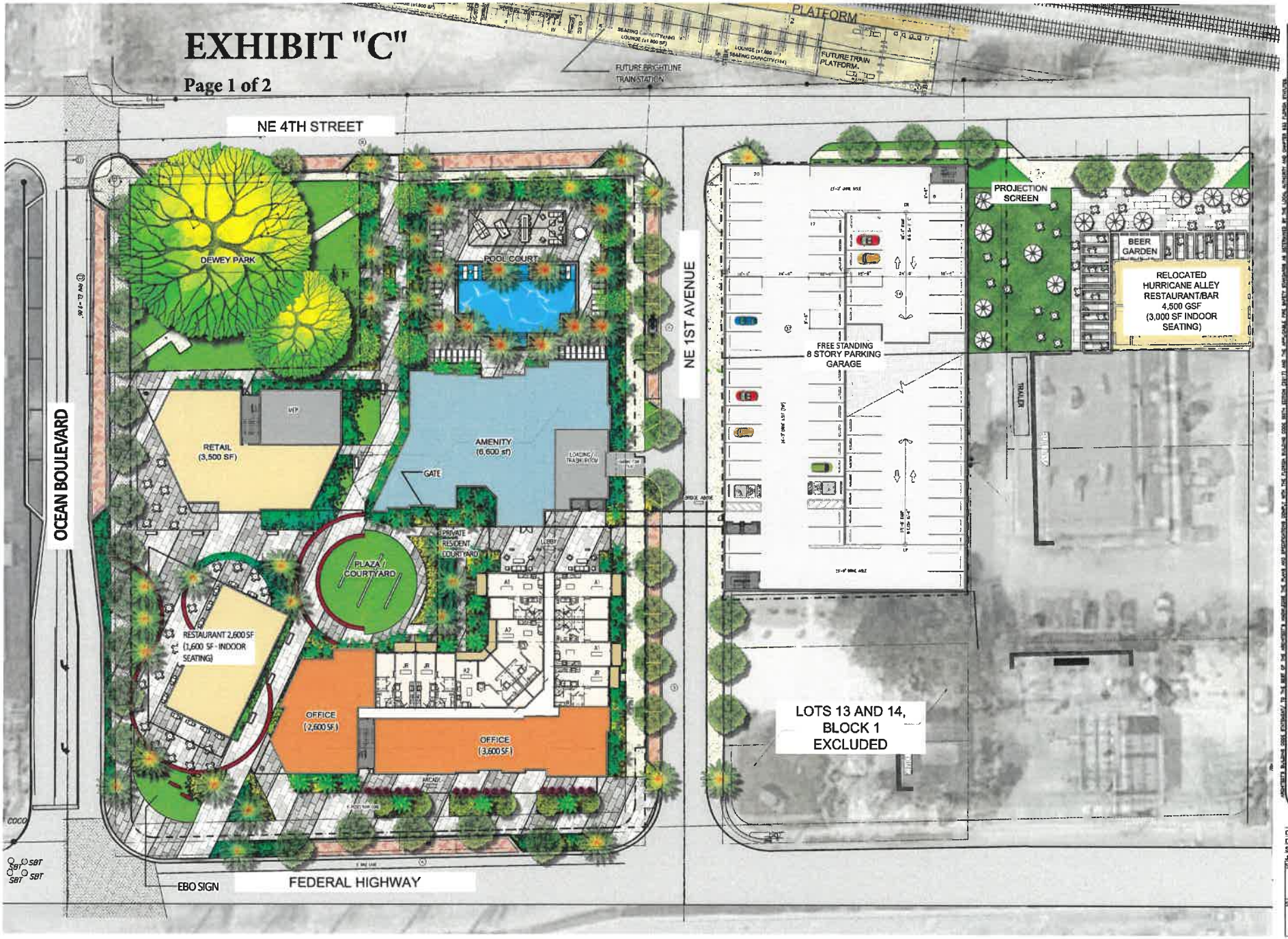
Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

EXHIBIT "C"

CONCEPTUAL SITE PLAN

EXHIBIT "C"

Page 1 of 2



BY

THE PIERCE

FOR:
AFFILIATED DEVELOPMENT
LOCATED AT:
BOYNTON BEACH, FLORIDA

BEATRIZ M. HERNANDEZ
AR0004076

MSA ARCHITECTS, INC.
AAC000895
8900 SW 74th COURT
SUITE 103
MIAMI, FLORIDA 33156
(305) 272-0991

MSA ARCHITECTS
ARCHITECTURE & PLANNING

DRAWN
DATE 01/29/2021
SCALE AS SHOWN
JOB NO. 2024.PRJ
SHEET TITLE:
SITE PLAN
SHEET NUMBER:
SP-1

THESE PLANS AND SPECIFICATIONS, AND COPIES THEREOF, AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF MSA ARCHITECTS, INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF MSA ARCHITECTS, INC. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT, ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT.

THE PIERCE

Exhibit "C"

Page 2 of 2

Proposal Concept: Residence Site Plan Overview

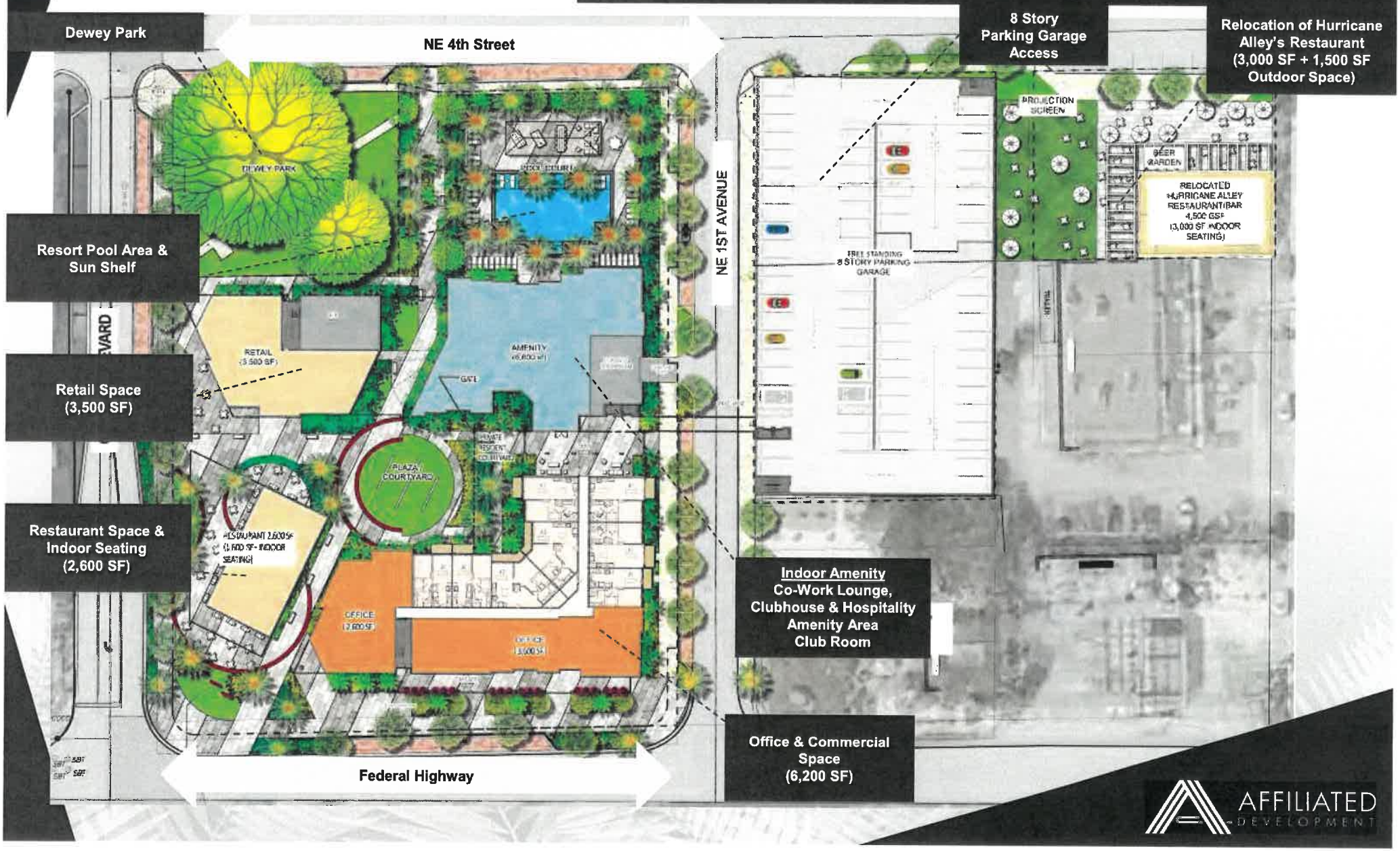


EXHIBIT "D"

DRAFT PARKING LEASE

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), is made and entered into this 5th day of July, 2022, by and between BB QOZ, LLC, a Florida limited liability company, ("Landlord"), and The Boynton Beach Community Redevelopment Agency (BBCRA), a public agency created pursuant to Chapter 163, Part III of the Florida Statutes ("Tenant").

WITNESSETH:

WHEREAS, the Landlord has a contract to purchase property generally located at: (i) 508 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435; (ii) NE 4th Street, Boynton Beach, Florida 33435; (iii) NE 1st Avenue, Boynton Beach, Florida 33435; (iv) 115 N. Federal Highway, Boynton Beach, Florida 33435; (v) 511 E. Ocean Avenue, Boynton Beach, Florida 33435; (vi) 515 E. Ocean Avenue, Boynton Beach, Florida 33435; and (vii) 529 E. Ocean Avenue, Boynton Beach, Florida 33435, all of which are located within the corporate limits of the City of Boynton Beach, as more particularly described by the legal description attached hereto as **Exhibit A** (collectively the "Property"); and

WHEREAS, the Landlord intends to construct a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with a minimum of 236 rental units available to various affordability ranges, a minimum of 16,800 square feet of commercial space (e.g. restaurant, retail, and office), and 150 designated public parking spaces in the Parking Garage (hereinafter defined) (the "Project"); and

WHEREAS, Tenant has provided property valued at approximately $5.51 million in exchange for the dedicated parking; and

WHEREAS, the Landlord and the Tenant have entered into a Tax Increment Revenue Funding Agreement and Purchase and Development Agreement (other Agreements) wherein the Tenant is providing certain economic development incentives to develop the Project; and

WHEREAS, the Tenant recognizes the positive impact that the Project will bring to the City of Boynton Beach including the provision of additional parking facilities; and

WHEREAS, the Landlord and Tenant desire to enter this Lease to provide 150 parking spaces located in the Parking Garage, in addition to the parking spaces Landlord reasonably calculates Landlord will require for the commercial and residential portions for the Project, for the use by the general public for enhancement of the downtown in furtherance of Tenant's 2016 Community Redevelopment Plan, as set forth below; and

WHEREAS, this Lease does not impact or affect City of Boynton Beach Parking Code requirements; however Tenant will not object to Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the residential and commercial uses of the Project with the minimum code requirements of the City of Boynton Beach; and

WHEREAS, the Tenant, as the BBCRA, has determined and hereby finds that this Lease promotes economic development in the CRA Area and, as such, is in the best interests of the BBCRA and furthers the 2016 Boynton Beach Community Redevelopment Plan.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the sufficiency of which is acknowledged by both parties, the Landlord and Tenant covenant and agree as follows:

1. Incorporation. The recitals above are hereby incorporated herein as if fully set forth.

2. Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described parking spaces (the "Parking Spaces") to be utilized exclusively by Tenant for the Permitted Use (as defined in Section 14 below):

The one hundred fifty (150) parking spaces shall be located within the parking structure to be constructed to be constructed at NE 4th Street, Boynton Beach, Florida 33435 and NE 1st Avenue, Boynton Beach, Florida 33435 (the "Parking Garage") in the locations designated as "Parking Spaces" on **Exhibit B** attached hereto and made a part hereof. The location of the Parking Spaces may not be changed by Landlord without the prior written consent of the Tenant, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant take into consideration whether such location change will negatively impact public access and the number of times the location has been changed. Landlord shall provide notice to Tenant at least 14 days prior to the Parking Spaces being relocated, and Landlord shall bear the actual, reasonable and verifiable costs (excluding any Tenant overhead costs), if any, of relocating the Parking Spaces, including any costs associated with moving parking meters, electric vehicle chargers, or other similar items. Landlord shall not move Tenant in any manner that will reduce Tenants ability to use parking meters, provide electric vehicle chargers, or other similar items. At no time shall the total Parking Spaces be less than one hundred fifty (150), and Landlord shall use commercially reasonable efforts to keep the Parking Spaces generally contiguous. At no time shall the Parking Spaces be located on any level higher than level 3 of the Parking Garage, except as may be set forth on the approved site plan for the Project and with the consent of Tenant. Tenant and the general public shall be entitled to use the Parking Spaces 24 hours a day, 7 days a week, every day of the year (the "Business Hours"). Tenant and the general public shall also have the right to utilize on a non-exclusive basis, together with any other users of the Parking Garage, restroom facilities (if any exist) of the Parking Garage, as well as the common areas located only on the floors of the Parking Garage where the Parking Spaces are located, for their intended purposes consistent with the Permitted Use so long as such use shall not unreasonably interfere with the use of such areas by Landlord or other users of the Parking Garage. The use by Tenant and the general public of the Parking Spaces shall be subject to the terms and conditions of this Lease and Tenant shall require the general public to abide by the applicable rules and regulations governing use of the Parking Garage. Tenant or its agents shall have the right to immediately remove, or cause to be removed, any unauthorized car or vehicle parked in the Parking Spaces without any liability and without any advance notice to Landlord.

If Landlord later determines that Landlord's (or other Project tenants') intended use of the parking garage requires additional spaces, Landlord may request to allocate some of the Parking Spaces towards such intended use. Tenant has sole and absolute discretion as to whether to approve or deny such request, in whole or in part, and may place conditions on such use. It is anticipated that in the event Tenant approves such request, Tenant will nonetheless retain the ability to use those reallocated parking spaces during events hosted or supported by Tenant. Tenant shall not pay Rent on any spaces that have been reallocated.

3. Term; Construction of Parking Garage; Definitions.

(a) The term of this Lease (the "Term") shall be twenty-five (25) years, with three (3) automatic 25-year extensions unless earlier terminated by Tenant pursuant to written notice to Landlord at least 4 weeks prior to termination. The Term shall commence on the date that Landlord and Tenant mutually agree in writing that Tenant (and the public) may begin occupying the Parking Spaces, which date shall not occur before construction of the Parking Garage has been substantially completed (as defined below) and the public may begin accessing the Parking Spaces (the "Lease Commencement Date").

(b) The Parking Garage shall be constructed by the Landlord in accordance with the permitted set of plans for which a building permit is issued by the appropriate governing authority, which

plans shall be based upon the Parking Garage Floor Plan attached hereto as **Exhibit B**. In the event of any conflict between this Lease (including **Exhibit B**) and the permitted set of plans, the permitted set of plans shall govern and control. Landlord shall provide notice to Tenant of any significant changes to the Parking Garage Floor Plan from what is depicted in **Exhibit B**.

(c) The term "substantially completed" shall mean and refer to the date a temporary certificate of occupancy or certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage.

(d) The "Effective Date" of this Lease is the date after it has been fully executed by Landlord and Tenant.

4. Base Rent. The property provided by Tenant valued at approximately $5,510,000, together with Tenant's compliance with the terms and conditions of this Lease, shall constitute sufficient consideration for Tenant's use of the Parking Spaces during the term of this Lease. Consequently, for the purposes of this Lease, the term "Base Rent" shall be understood to be rent in the amount of $0.00, but the $0.00 amount of rent shall not affect the validity of this Lease.

5. Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent and include applicable sales tax (unless exempt) ("Additional Rent"). In addition to Base Rent, as set forth in Section 4 above, Tenant shall be obligated to pay, as Additional Rent, Tenant's Percentage Share (as defined in Section 6, below) of Operating Expenses (as hereinafter defined), plus applicable sales tax (unless exempt), to be a set rate established once per year, which shall be subject to reconciliation as set forth in Section 6 hereof. For the first (1st) year of the Term, the amount of Operating Expenses paid by Tenant shall not exceed fifty dollars ($50.00) per space per month (the "Operating Expense Cap"). The Operating Expense Cap shall increase by the increase in the Consumer Price Index for All Urban Consumers published by the U. S. Bureau of Labor Statistics annually, and the Operating Expense Cap shall terminate and be of no further force and effect at the expiration of the twentieth (20th) year of the Term. Any increase in rent will become effective October 1, provided however that in order for such increase to be effective, Landlord will provide Tenant notice of the increased rental rate no later than April 1 of that year. In no instance may the Landlord increase the Rent more than one per year. For the purposes of this Lease, "Operating Expenses" shall mean all reasonable actual costs and expenses solely and directly attributed to and incurred by Landlord in owning, maintaining, insuring, and repairing the Parking Garage, including, without limitation, all common areas thereof after the Lease Commencement Date, which costs and expenses shall include, but shall be limited to, security, parking systems, cleaning, trash collection and disposal, utilities, maintenance and repairs of all elements of the Parking Garage, pest control, fire safety systems, all insurance costs incurred by Landlord with respect to insurance policies maintained by Landlord with respect to the Parking Garage, industry standard management fees, license fees, maintenance, repair and operational supplies, the costs of fabricating, installing and maintaining signage, landscaping, administrative and industry standard professional costs, permitted capital expenditures, industry standard repair and replacement reserves in connection with any of the foregoing items and ad valorem and non-ad valorem real estate taxes, assessments and fees attributable to or otherwise applicable to the Parking Garage. Operating Expenses do not include salary, benefits, or bonuses of Landlord's employees or officers; or other expenses not directly related to the operation of the Parking Garage. In the event any surcharge or regulatory fee is at any time imposed by any governmental authority for parking spaces within the Parking Garage, Tenant shall pay Tenant's Percentage Share (as defined below) of such surcharge or regulatory fee to Landlord as Additional Rent, payable as set forth in this Section 5. Notwithstanding the foregoing, Tenant shall pay one hundred percent (100%) of the costs and expenses solely and directly related to the Parking Spaces only (as opposed to costs and expenses that relate to the Parking Garage generally, which are billed as Operating Expenses), including, but not limited to, parking meters or parking systems (such as pay

stations or pay-by-phone stations), electrical vehicle charging stations, signage and safety monitoring specific to the Parking Spaces.

6. Payment of Additional Rent; Tenant's Percentage Share. Additional Rent (together with applicable sales tax unless exempt) shall be due and payable Payment shall be made on a monthly basis on or before the first (1st) day of each calendar month throughout the duration of the Term, without notice, demand, setoff or deduction and made payable to Landlord at the address provided in Section 7, which may change from time to time. If any payment due from Tenant shall remain overdue thirty (30) days after the due date, the payment due plus administrative charges shall bear interest at the rate of ten percent (10%) per annum. If any check given to Landlord for any payment is dishonored for any reason whatsoever attributable to Tenant, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees. The term "Rent" when used in this Lease shall include Base Rent and all forms of Additional Rent. For the purposes of this Lease, Tenant's Percentage Share shall be deemed to be a fraction, the numerator of which is the number of Parking Spaces (150 parking spaces), and the denominator of which shall be the total number of parking spaces within the Parking Garage (estimated to be 545 parking spaces) Landlord estimates that Tenant's Percentage Share will be approximately 27.52%, as may be adjusted based on the total number of parking spaces within the Parking Garage pursuant to the building permit for the Parking Garage. The parties agree that the estimated number of parking spaces and estimated percentage described in the previous sentence are not binding are intended only to provide an example of how Tenant's Percentage Share shall be calculated. After each year of the Term, Landlord shall provide Tenant with a reasonably detailed statement of the actual Operating Expenses for the prior year and Tenant's actual Percentage Share. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that the Landlord shall receive the entire amount actually owed by Tenant for Tenant's Percentage Share of the Operating Expenses for the prior year up to the amount of the Operating Expense Cap, but shall not exceed the amount of the Operating Expense Cap. Tenant shall receive a credit for any overpayments for the year on the next payment of the Additional Rent. Any payment adjustment owed by Tenant to Landlord will be due with the next payment of the Additional Rent. Tenant waives and releases any and all objections or claims relating to the actual Operating Expenses for any calendar year unless, within sixty (60) days after Landlord provides Tenant with the notice of the actual Operating Expenses, Tenant provides Landlord notice that it disputes the actual Operating Expenses. If Tenant disputes the actual Operating Expenses, Tenant shall continue to pay the Additional Rent in question to Landlord in the amount provided in the Operating Expenses (if a reoccurring expense) pending resolution of the dispute. Such dispute shall be resolved by hiring an independent auditor, whose fees shall not be on a contingency basis and whose fees shall be paid by Tenant, unless the audit discloses that Landlord's Operating Expense calculation was incorrect by more than seven percent (7%), in which case Landlord shall pay the cost of the independent auditor.

7. Notice. Any notice under the terms of this Lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postage-paid envelope or via express courier or other nationally recognized overnight delivery service and sent to the address(es) as set forth below:

If to Landlord: BB QOZ, LLC
c/o Affiliated Development
613 NW 3rd Ave., #104
Ft. Lauderdale, Florida 33311
Attention: Jeffrey Burns

With a copy to:	Kapp Morrison LLP 7900 Glades Rd., Suite 550 Boca Raton, Florida 33435 Attention: Lance Aker
If to Tenant:	Boynton Beach Community Redevelopment Agency Attn: CRA Director 100 East Ocean Avenue 4th Floor Boynton Beach, Florida 33435
With a copy to:	City of Boynton Beach, Florida Attn: City Manager 100 East Ocean Avenue Boynton Beach, Florida 33435

The address of either party may be changed upon giving at least fifteen (15) days' advance written notice of that change to the other party.

8. Landlord Rights. Landlord shall have the right to block off any or all of the Parking Garage, including the Parking Spaces, for purposes of repair or maintenance of the Parking Spaces. At no time will Landlord block of any Parking Spaces for more than ten (10) days without the prior written consent of Tenant, except as reasonably required to complete repair or maintenance of the Parking Spaces. Except in emergency circumstances, Landlord shall provide Tenant with not less than three (3) days' advance notice of the foregoing if Tenant's or the general public's access to the Parking Spaces will be prevented. Landlord shall have the unrestricted and exclusive right to utilize all parking spaces located within the Parking Garage other than the Parking Spaces ("Landlord's Parking Areas"). Tenant shall have no right to park within or utilize any portion of Landlord's Parking Areas. Landlord or its agents shall have the right to immediately remove, or cause to be removed, any car or vehicle of Tenant that may be parked in Landlord's Parking Areas, without any liability and without any advance notice to Tenant. Notwithstanding anything to the contrary set forth herein, Tenant hereby acknowledges and agrees that Landlord and its agents, employees, contractors, tenants, and licensees (collectively, the "Landlord Parties"), shall retain and have the unrestricted right to reasonably utilize those portions of the Parking Garage located around, adjacent to and surrounding the Parking Spaces, including without limitation, drive isles, ramping, pedestrian and handicap accessibility areas, back of house areas, stairwells, elevators and all other areas outside of the individual parking stalls for the Parking Spaces (collectively, the "Access Areas") for the purpose of vehicular and pedestrian ingress and egress to and from Landlord's Parking Areas so long as such use does not prevent access to the Parking Spaces. The Access Areas shall not include any area of the Parking Spaces. Tenant acknowledges and agrees that the foregoing right of the Landlord and Landlord Parties to reasonably utilize the Access Areas shall be irrevocable and remain in full force and effect throughout the duration of the Term (as the same may be extended) and Tenant shall have no right to claim constructive eviction by virtue of the Landlord's reasonable utilization of the Access Areas, notwithstanding the fact that such Access Areas may be located in close proximity to the Parking Spaces. Except as provided herein, Landlord shall include a provision in its residential leases prohibiting such tenants from parking within the Parking Spaces or otherwise use the Parking Spaces unless payment of the parking fees are made at the same rate as the general public utilizing the Tenant's Parking Spaces.

9. Landlord Covenants and Obligations. Landlord covenants that: (a) prior to the Lease Commencement Date, it will have fee title in the land of which the Project and Parking Garage will be substantially completed; and (b) upon performing all of its obligations hereunder, Tenant and general public

shall have access to the Parking Spaces and Access Areas for the Term (including any extension thereof) of this Lease, subject, nevertheless, to the terms and conditions of this Lease.

Except as specifically required herein of the Tenant with regards to the Parking Spaces, Landlord shall operate, manage, equip, light, repair and maintain, in a reasonably clean and safe manner, the Parking Garage, Parking Spaces and Access Areas and all facilities and fixtures, including without limitation roof, walls, ramps, electrical installations, elevators, fire and related alarms, lighting, landscaping, and doors in working condition and repair necessary for their intended purposes in a manner comparable to other similar parking garages in Palm Beach County, Florida, the cost of which maintenance, repairs and replacements shall be included in the Operating Expenses. The foregoing shall also include the Landlord providing janitorial services, waste and recycling removal, and pest control services throughout the Parking Garage, which service costs shall be included in the Operating Expenses. If a repair is needed within the Parking Garage, Tenant shall notify the Landlord in writing of the need for the repair, which notice Landlord shall acknowledge within three (3) business days of receipt of same, and Landlord shall use good faith to complete such repair in a timely manner, and the cost of such repair shall be included in the Operating Expenses. Notwithstanding anything to the contrary herein, Tenant shall promptly repair any damage to the Parking Spaces or Parking Garage caused by the Tenant or Tenant's agents, employees, contractors, licensees or invitees, at Tenant's sole cost and expense.

Landlord may, in its sole and absolute discretion, restrict the size, location, nature or use of the Access Areas as those Access Areas exist at the Lease Commencement Date.

Landlord shall be responsible for paying all utilities at the Parking Garage as of the Lease Commencement Date including without limitation water, sewer, stormwater, gas, solid waste and electricity for the Parking Garage, to the extent such utilities serve the Parking Garage, with Tenant paying to Landlord Tenant's Percentage Share of the utilities as Additional Rent when due. Tenant shall be responsible for paying all utilities exclusively necessary or separately metered for the Parking Spaces and management of the same (e.g., Tenant shall be responsible to install and pay for any electrical charges for parking meters it installs, including the cost of all power requirements necessary to service the electric vehicle charging stations). Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any Landlord utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord in its sole and absolute discretion.

10. Landlord's Liability. All Tenant's personal property placed or moved in the Parking Garage shall be at the Tenant's risk or the owner's risk thereof. Landlord shall not be liable for any damage to Tenant's personal property, or any other person's personal property, including, but not limited to, lost or stolen items, occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by the Landlord's willful intent or grossly negligent acts or omissions.

11. Insurance. Tenant shall, at its cost, procure and maintain and keep in force at all times thereafter during the Term the following insurance with respect to the Parking Spaces: (a) Commercial General Liability Insurance with contractual liability coverage for the Parking Spaces a single limit of $1,000,000 per occurrence; (b) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; (c) automobile liability insurance covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than $1,000,000 combined single limit for property damage and bodily injury; and (d) such other insurance as Landlord or any mortgagee may reasonably require and which is permitted by law. Prior to the Lease Commencement Date, Tenant shall deliver to Landlord copies of the aforementioned policies. Landlord shall maintain for the Term of this Lease (and any extension thereof) such insurance as is reasonably necessary and consistent with the insurance coverage provided by the owners of similar parking garages in Palm Beach County,

Florida, to provide coverage for the Landlord' operation and management of the Parking Garage and obligations as stated herein.

12. Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant fails to cure Tenant's breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; (c) Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant which is not otherwise dismissed within thirty (30) days of its filing; (d) Tenant transfers or assigns this Lease or subleases any of the Parking Spaces in violation of this Lease; (e) Tenant violates any of the Rules set forth in Section 22, as the same may be amended or modified from time to time, and thereafter fails to cure such violation within thirty (30) days after receipt Landlord's notice thereof; or (f) Tenant uses the Parking Spaces and/or the Parking Garage for any reason other than the Permitted Use (as defined in Section 14, below) and Tenant fails to cease such use within thirty (30) days receipt of Landlord's notice thereof. Notwithstanding anything to the contrary, in the event any Event of Default necessitates emergency action as reasonably determined by Landlord, then the foregoing 30-day time period shall not apply and Landlord shall have the option (but not the obligation) to immediately cure such Event of Default.

Each of the following shall be an "Event of Default" under this Lease: (a) Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant.

If the Tenant's or Landlord's Event the Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter diligently proceeds with the curing of the default.

13. Remedies. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may:

(a) Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Tenant to Landlord within thirty (30) days of rendition of a bill or statement to Tenant therefor together with reasonable supporting documentation).

(b) Cure such Event of Default, and if Tenant, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Landlord to Tenant within thirty (30) days of rendition of a bill or statement to Landlord therefor (together with reasonable supporting documentation).

Notwithstanding anything to the contrary set forth above, all rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity.

14. Permitted Use.

(a) Tenant may use the Parking Spaces only for the parking of cars, motorcycles and other ordinary passenger vehicles (including pick-up trucks, vans and sport utility vehicles) by members of the general public, by Tenant and by the City of Boynton Beach, and Tenant may charge the general public

for said parking (the "Permitted Use"). The City of Boynton Beach's and Tenant's use of the Parking Spaces to store or deploy vehicles in and from the Parking Garage during hurricanes, weather events, and other emergencies shall be considered part of the Permitted Use. Tenant shall have the right to determine the time(s) and manner in which the Parking Spaces may be used. In no event shall Tenant cause or permit the City of Boynton Beach to park any vehicles owned or maintained by the City of Boynton Beach within the Parking Garage which are used in connection with the City of Boynton Beach's transportation or storage of any Hazardous Materials (as defined below). In no event shall Tenant use or promote the use of the Parking Spaces for any use or purpose other than the Permitted Use. Along with the use of the Parking Spaces, subject to the terms and conditions of this Lease and the reasonable rules and regulations promulgated by Landlord, Landlord hereby grants Tenant and its agents, employees, contractors, guests, tenants, licensees, invitees, and customers (collectively, the "Tenant Parties"), at no cost or expense to any of the foregoing parties, the non-exclusive right to utilize the Access Areas. Landlord acknowledges and agrees that the foregoing right of the Tenant and Tenant Parties to reasonably utilize the Access Areas shall remain in full force and effect throughout the duration of the Term (as the same may be extended). Tenant represents and warrants to Landlord that throughout the duration of the Term of this Lease, Tenant shall: (i) use its commercially reasonable efforts and good faith to monitor and control the Parking Spaces to ensure that the Parking Spaces are being utilized solely for the Permitted Use; (ii) not interfere with or diminish the use of the Parking Garage by the Landlord or any Landlord Parties or others properly utilizing the Parking Garage; (iii) take commercially reasonable measures to prohibit littering, loitering, any unauthorized signage/postings, loud music, unauthorized sale of goods, unauthorized disposing of food or garbage, and unauthorized storage of any vehicle or personal property (other than may be approved by Landlord in writing) within the Parking Spaces or Access Areas; and (iv) adopt and implement enforcement measures in furtherance of the foregoing, consistent with the terms and conditions of this Lease; provided that, the Tenant shall not have and shall not be required to have any person on site to comply with the foregoing. For the purposes of this Section 14, "Hazardous Materials" shall mean any petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, mold, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "toxic substances," "pollutants," "contaminants" or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any applicable legal requirements relating to the injury to, or the pollution or protection of human health and safety or the "environment" (which term shall mean any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments, and biota). For the avoidance of doubt, the parking of cars, motorcycles and other ordinary passenger vehicles that are not used to transport Hazardous Materials shall not be deemed a breach of this Section 14.

(b) Anything in this Lease to the contrary notwithstanding, this Lease, including but not limited to the obligations as to Parking Spaces being designated for use by the public, does not affect or impact the Parking Code requirements of the City of Boynton Beach. Without limiting the generality of the foregoing statement, it is acknowledged, understood and agreed that Tenant will not object to the Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the Project with the code requirements of the City of Boynton Beach.

15. Liens. The interest of Landlord in the Parking Spaces and the Parking Garage shall not be subject in any way to any liens for any work, materials, improvements or alterations to the extent such work, materials, improvements or alterations are furnished or made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Parking Spaces or the Parking Garage for work, materials, improvements or alterations claimed to have been furnished to, or made by Tenant, Tenant shall cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within forty-five (45) days after notice to

Tenant. The foregoing shall not apply to work, materials, improvements or alterations required to be furnished, made by, or on behalf of the Tenant by the Landlord under the terms of this Lease.

16. Subordination. Tenant agrees to reasonably negotiate and execute a subordination, non-disturbance and attornment agreement with Landlord's first mortgage lender within forty-five (45) days of Landlord's written request of the same. Prior to the Lease Commencement Date, the Tenant agrees to review any request of the Landlord's first mortgage lender to alter a provision herein and, the Tenant's Executive Director, shall administratively amend this Agreement (without requirement of Tenant's Board's further approval) as may be reasonably required by such lender, provided that such amendment does not pertain to or impact any material term of this Lease and is for the purpose of complying with the lender requirements in order to effectuate a financial closing. If any required amendment by the lender would have a material effect on the terms and conditions set forth in this Lease, then such amendment shall require Tenant's Board's approval, not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, the term "material term" shall include all terms and provisions reasonably deemed material by the Tenant's Attorney or Tenant's Board at the time such request for amendment is made.

17. Assignment/Sublet. Tenant shall not assign this Lease or license or sublet all or any portion of the Parking Spaces without the prior written consent of Landlord, which consent will not unreasonably be withheld. Notwithstanding the foregoing, subject to the terms and conditions of this Lease, Tenant shall have the right, without Landlord's prior written consent, to sell individual daily, weekly, or monthly parking passes to the general public for the use of the Parking Spaces for use consistent with the Permitted Use set forth in this Lease (each a "Parking Pass"). Each Parking Pass and all rights of the parties thereunder shall be subject to and subordinate to this Lease. Upon request from Landlord, Tenant shall promptly provide a list of any and all holders of any Parking Pass and the effective period of such Parking Pass. Prior to substantial completion of the Parking Garage, this Lease may be assigned, without the prior written consent of Tenant, by Landlord to an entity that is managed by Landlord's key principals, Jeff Burns and Nicholas Rojo. After substantial completion of the Parking Garage, Landlord shall have the right to assign or sublease this Lease to any third party without the consent of Tenant, provided that such assignment may only be an assignment or sublease of the whole Lease, and notice of such assignment or sublease shall be provided to Tenant within thirty (30) days o same. Tenant may assign this Lease at any time to the City of Boynton Beach without Landlord's prior written consent; provided, however, that Tenant and the City of Boynton Beach shall provide notice of any such assignment. Landlord expressly permits Tenant, at Tenant's sole cost and expense, to engage another entity to manage the Tenant's parking operations (including metering, electric vehicle charging, and other management related to improvements to Parking Spaces).

18. Alterations.

(a) By Landlord. Landlord may modify, alter or change the Parking Garage in any manner or in any fashion as deemed advisable by Landlord, in its sole discretion; provided such modification, alterations or change does not materially and adversely impact the Tenant's access to and/or use of the Parking Spaces or non-exclusive use of the Access Areas. Landlord may place parking identification signs or such other signage as deemed advisable by Landlord, in its sole discretion. All alterations by Landlord must comply with applicable law, Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

(b) By Tenant. Tenant shall not make any improvements, modifications or alterations to the Parking Spaces or the Parking Garage that affect the Parking Garage structure, or the mechanical, electrical, plumbing, utility or fire safety systems in the Parking Garage structure, whether temporary or permanent, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant, at its own expense, may make nonstructural alterations or additions to the Parking Spaces with the consent of Landlord, which consent shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing, subject to the express terms and

conditions set forth below, Tenant shall, at Tenant's sole cost and expense, install certain removable fixtures, such as parking meters, electronic vehicle charging stations, safety monitoring equipment, and signage within the Parking Spaces as deemed reasonably necessary or desirous for Tenant's operation of the Parking Spaces or other signage in the Access Areas in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably delayed (the "Permitted Alterations"). Landlord may withhold its approval to any Permitted Alterations in the event that Landlord reasonably determines that the proposed Permitted Alteration: (i) may impede or otherwise impair Landlord's operation of the Parking Garage or diminish the value of the Parking Garage; (ii) may not be easily removed or may otherwise cause damage or defacement to the Parking Garage upon installation, operation, or removal; (iii) may measurably increase Landlord's liability or insurance premiums for the Parking Garage (unless Tenant agrees to pay such measurable increase); (iv) is otherwise inconsistent with the standards for other similarly situated or comparable parking garages in Palm Beach County, Florida; (v) includes a structural alteration; (vi) includes an exterior change outside the Parking Spaces and Access Areas or change to the exterior of the Parking Garage (except for exterior signage indicating public parking at the Parking Garage in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed); or (vii) is not in compliance with applicable law. Landlord specifically agrees that the installation of parking meters at all Parking Spaces and 17 electric vehicle charging stations by Tenant shall be permitted, and Landlord shall design and construct the Parking Garage to provide the estimated electrical transformer capacity for same. Prior to Tenant's commencement of the installation of any Permitted Alterations, Tenant shall provide Landlord with: (i) plans, specifications, and proposed renderings of the Permitted Alterations; and (ii) Tenant's proposed contractor to be engaged in connection with the installation of the Permitted Alterations. Tenant's plans, specifications, renderings, and proposed contractor shall be subject to Landlord's prior review and approval consistent with the foregoing. All improvements, modifications or alterations by or on behalf of Tenant (including Permitted Alterations) shall be fully coordinated with Landlord and all such improvements, modifications or alterations shall be done in a good and workmanlike manner, lien free, and in accordance with applicable law. Tenant shall keep Landlord reasonably apprised of the status of installation. Any damage to any part of the Project that occurs as a result of any improvements, modifications or alterations by or on behalf of Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord. In all events, prior to the commencement of the installation of any Permitted Alterations or other permitted improvements, modifications, or alterations by or on behalf of Tenant, Tenant's contractor shall provide Landlord with a copy of its insurance policy which shall meet the criteria set forth in Section 11, above, and which shall name Landlord and Landlord's mortgagee as additional insureds and shall be evidenced by endorsement. Tenant, at Tenant's option, shall have the right to remove any and all Permitted Alterations or other permitted alterations, modifications, or improvements made by or on behalf of Tenant and replace same with similar quality, purpose and functionality. Notwithstanding the foregoing, at the time that any Tenant's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall not be permitted to remove any such Permitted Alterations or other permitted alterations, modifications or improvements unless Landlord requires removal thereof; however, at the time that any Landlord's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall have the right to remove any such Permitted Alterations or other permitted alterations, modifications or improvements provided that (i) such right is exercised within forty-five (45) days after the expiration of the applicable cure period and (ii) Tenant repairs any damage caused by such removal and restores the Parking Spaces to the condition that existed prior to the installation of the Permitted Alterations, ordinary wear and tear excepted. In the event Tenant is entitled or required to remove such Permitted Alterations or other alterations, modifications or improvements, then prior to the expiration or earlier termination of the Term (or as may be extended), Tenant, at Tenant's sole cost and expense, shall remove, or cause to be removed, each of the Permitted Alterations or other alterations, improvements or modifications, and repair, or cause to be repaired, all damage resulting therefrom with reasonable wear and tear excepted. Tenant shall cause all Permitted Alterations, as applicable, to be separately metered at Tenant's sole cost and expense, and Tenant shall pay directly to the utility provider all amounts due and payable in connection with the use and installation of such Permitted Alterations, including, without limitation, usage fees, tap-in fees, and meter installation costs. All alterations

by Tenant must comply with Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

19. Holdover Rent. Tenant shall be liable to Landlord for all damages in the event Tenant holds over beyond the expiration of the Term that Landlord may suffer by reason of any holding over by Tenant.

20. Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH OR ARISING FROM THIS LEASE.

21. Broker. The parties each represent and warrant to the other that no real estate broker, salesman, finder or agent was involved in the procurement or negotiation of this Lease.

22. Rules and Regulations. Tenant shall at all times abide by any rules and regulations ("Rules") for use of the Parking Garage, including the Parking Spaces, that Landlord or Landlord's garage operator reasonably establishes from time to time, so long as such rules and regulations do not unreasonably interfere with the Permitted Use of the parking spaces, and otherwise agrees to use the Parking Garage and the Parking Spaces in a safe and lawful manner that does not interfere with or diminish the Parking Garage by Landlord's other tenants. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Garage, including the Parking Spaces, from time to time including any key-card, sticker or other identification or entrance system; provided that, such adoption, modification, and enforcement does not materially and adversely affect Tenant's and the general public's access to the Parking Spaces and Access Areas, materially interfere with the Permitted Use of the Parking Spaces, or materially increase Tenant's Percentage Share unless such modification is required by an applicable law. If the Rules are reasonably posted at the Parking Garage, Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, including the Parking Spaces, and any violation of the Rules shall subject the car to removal from the Parking Garage and the Parking Spaces. If Tenant violates any of the Rules and such violation continues for or is not cured within five (5) days following notice from Landlord then, in addition to all other rights and remedies available to Landlord at law, in equity, and under this Lease, Landlord shall have the right to remove from the Parking Garage, including the Parking Spaces, any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability for any damages caused to such vehicle in connection with such removal.

23. Casualty and Condemnation. If, during the Term (as the same may be extended), the Parking Garage or any portion thereof, including, but not limited to, the Parking Spaces, shall be condemned, taken by eminent domain, materially damaged or destroyed by fire or other casualty, then Tenant shall have the option to terminate this Lease upon written notice to Landlord whereupon this Lease shall immediately terminate and be deemed of no further force and effect and Landlord and Tenant shall be released of all obligations and liabilities arising after such termination (except for such obligations and liabilities expressly identified herein as surviving the termination of this Lease); provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event Tenant does not exercise the foregoing termination option, then Landlord shall forthwith commence to restore the Parking Garage, including the Parking Spaces, to working condition, and during such restoration period Rent shall be wholly abated; provided, however, Landlord shall only be obligated to restore the Parking Garage to the extent that Landlord actually receives insurance proceeds or condemnation awards sufficient to enable such restoration. Regardless of whether Landlord receives such insurance proceeds, if Landlord: (i) fails to restore the Parking Garage within two (2) years after the

occurrence of such casualty; and (ii) Tenant's access to and use of the Parking Spaces is materially and adversely impacted, then Tenant shall have the right to terminate this Lease upon thirty (30) days' notice to Landlord, in which case Landlord shall select one of the following options to compensate Tenant for the loss of public parking: (i) provide 150 spaces within Tenant's jurisdiction and within half of one mile of the Parking Garage; (ii) make payment to Tenant for the cost to Tenant of replacing 150 spaces for the remainder of the Term within Tenant's jurisdiction and within half of one mile of the Parking Garage less the amount of net revenue Tenant has collected from the Parking Spaces (including, without limitation, from parking meters, charging stations or event parking), (iii) with Tenant's consent, transfer ownership of the parcel of property upon which the Parking Garage is/was located to Tenant, or (iv) such other compensation as the parties may mutually agree. If any portion of the Parking Garage (including any fixtures, equipment and personal property therein) or any Parking Space is damaged or destroyed due to any act or omission of Tenant, Tenant shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

24. Binding Effect. This Lease is binding on the parties and their heirs, legal representatives, successors and permitted assigns, subject to the limitations set forth herein.

25. Recitals. The Recitals at the beginning of this Lease are incorporated herein as true and correct statements and binding on the parties.

26. Recording. A memorandum of this Lease may be recorded in the public records of Palm Beach County, Florida.

27. Sales Tax Exemption. Notwithstanding anything to the contrary set forth in this Lease, so long as Tenant obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Landlord contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall be exempted from paying sales tax under this Lease. Tenant shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Landlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Tenant's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, Tenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by Tenant under this Lease for any reason whatsoever, then Tenant shall be liable for all sales taxes due under this Lease and shall promptly remit same to Landlord. Tenant may, upon written notice to Landlord, request that Landlord contest any such taxes, assessments and other charges that Tenant reasonably determines, in its good faith judgment, are not appropriate or applicable Landlord may elect, but shall not be obligated, to accept any request by Tenant to contest such taxes, assessments and/or other charges. In the event Landlord elects to accept Tenant's request, Tenant shall reimburse Landlord for all actual costs and expenses incurred by Landlord in connection with contesting such taxes, assessments and/or other charges on Tenant's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Landlord's written demand therefor. Notwithstanding any pending tax or assessment contest, Tenant shall be obligated to pay, when and as due under this Lease, all taxes, assessments or other charges so contested. Tenant's obligation to pay any taxes, assessments and/or other charges under this Lease shall not be contingent upon the resolution of any such tax contest. Landlord shall provide the Tenant with a credit for all taxes, assessments and other charges which are awarded to Landlord in such tax contest to the extent applicable to Tenant's Percentage Share.

28. Entire Agreement and Severability. This Lease contains the entire agreement between the parties hereto regarding the Parking Garage and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out

of, or in any way connected with this Lease shall be Palm Beach County, Florida. If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

29. Force Majeure. If by reason of Force Majeure, it is impossible for the Landlord or Tenant in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein (except for the payment of monies or Rent), the Landlord or Tenant shall not be deemed in breach of its obligations during the continuance of such Force Majeure event. Such Force Majeure event does not affect any obligations of the Landlord or Tenant other than the timing of performance of such obligations. The term "Force Majeure" as used herein means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials, epidemics (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), epidemics, pandemics (such as COVID-19 and variations thereof), disease, quarantine restrictions, freight embargoes, fire or other casualty, lightning, hurricanes, earthquakes, tornadoes, floods, abnormal and highly unusual inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Lease; or acts, or failure to act, of any governmental authority.

30. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Palm Beach County's public health unit.

31. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

32. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

33. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

34. Public Entity Crimes. As provided in section 287.133, Florida Statutes, by entering into this Lease or performing any of its obligations and tasks in furtherance hereof, Landlord certifies that, to its knowledge, it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133 (3)(a), Florida Statutes.

35. Palm Beach County Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Tenant contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant and its agents in order to ensure compliance with Lease requirements and detect corruption and fraud. Failure to cooperate to the extent required by applicable law with the reasonable requests of the Inspector General or intentionally interfering with or impeding any investigation may result in sanctions or penalties as set forth in the Palm Beach County Code.

36. Exclusion of Third Party Beneficiaries. No provision of this Lease 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 Lease, including but not limited to any citizens, residents or employees of the Landlord or Tenant.

37. Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

38. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

39. Compliance. Each of the parties agrees to perform its responsibilities under this Lease in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Lease. Landlord shall at all times have the proper business licenses required of the City of Boynton Beach for the operation and leasing of the Parking Garage. Tenant warrants and covenants to Landlord that it shall not perform any act (or refrain from performing any act) within the Parking Garage that would jeopardize, rescind, or invalidate the validity of the applicable business licenses required for the operation and leasing of the Parking Garage. In furtherance of the foregoing, Tenant agrees that it shall promptly cooperate, assist and act in good faith with Landlord in order to facilitate Landlord's obtaining and maintaining all required business licenses requested by Landlord for the operation of the Parking Garage and shall not take any action or inaction to prevent such licenses from being issued, rescinded or revoked. Subject to Tenant's foregoing covenants, Landlord is solely responsible for obtaining all applicable governmental approvals related to the operation of the Parking Garage; provided, however, Tenant shall be responsible to obtain all permits and governmental approvals related to its use of the Parking Spaces and any permitted alterations or improvements undertaken by or on behalf of Tenant (including the Permitted Alterations).

40. Joinder. By its Joinder hereto, the City hereby acknowledges that upon the dissolution of the Boynton Beach Community Redevelopment Agency, the City shall automatically become the Tenant and shall have all rights and obligations as provided in this Lease as if City were the original Tenant in this Lease, which all Parties hereby expressly acknowledge, submit to, and agree.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of this 8th day of July, 2022.

LANDLORD:

BB QOZ, LLC,
a Florida limited liability company

By: _____
Print Name: ~~Jeffrey Burns~~ Nicholas Rojo
Its: Manager

WITNESSES:

_____ (1)
Print Name: William C. Coates

WITNESSES:

_____ (2)
Print Name: Sara McAllister

TENANT:

THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ty Penserga, Board Chair

Witness:

_____
Print Name: _____

Approved for legal sufficiency:

By: _____
, CRA Attorney

Approved for financial sufficiency:

By: _____
, Financial Services Director

JOINDER PARTY

THE CITY OF BOYNTON BEACH

By: _____ By: _____

Print : _____ Witness: _____

Approved for legal sufficiency:

By: _____
Michael Cirullo, City Attorney

Approved for financial sufficiency:

By: _____
, Financial Services Director

01673347-4 259421v3
259421v4

EXHIBIT A

Property Description

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

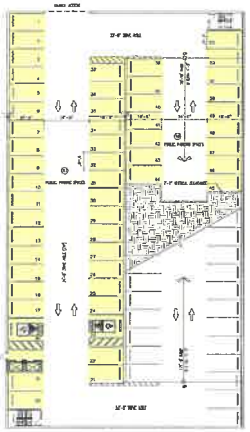
Physical Address: 529 E. Ocean Ave., Boynton Beach, FL

Parcel #: 08434528030060120

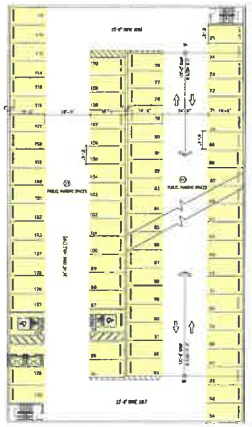
Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

EXHIBIT B

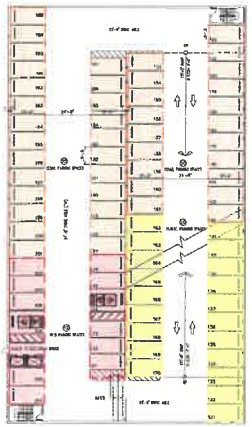
Parking Garage Floor Plan



LEVEL 1 (53 sp)



LEVEL 2 (77 sp)



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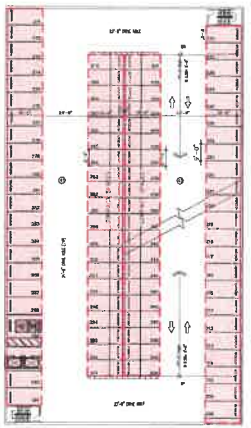
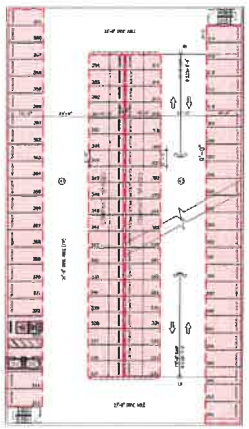
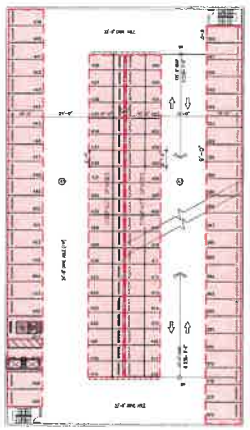


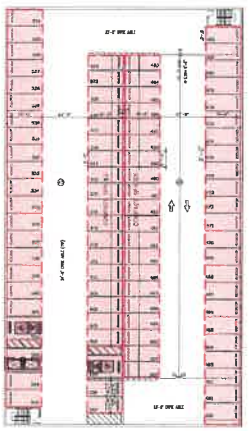
LEVEL 4 (64 sp)



LEVEL 5 (64 sp)



LEVEL 6 (94 sp)



LEVEL 7 (86 sp)

COLOR CODE LEGEND

- PUBLIC PARKING SPACES (Floors 1-3) = 150 spaces
- COMMERCIAL PARKING SPACES (Floor 3) = 45 spaces
- RESIDENTIAL PARKING SPACES (Floor 3-7) = 350 spaces

TOTAL= 545 spaces

NORTH

GARAGE FLOORS

SCALE: 1" = 30'-0"

2022.02.08

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BY

THE PIERCE
FOR:
AFFILIATED DEVELOPMENT
LOCATED AT:
BOYNTON BEACH, FLORIDA

BEATRIZ M. HERNANDEZ
AR0014376

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AA26003893
5996 SW 74th COURT
SUITE 101
MIAMI, FLORIDA 33156
(305) 273-9911

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DRAWN
DATE 01/29/2021
SCALE AS SHOWN
JOB NO. 2024.PRJ

SHEET TITLE:
GARAGE FLOORS

SHEET NUMBER:
GA-2.1.1

SCHEDULE 9.7

FORM OF TENANT ESTOPPEL

TENANT ESTOPPEL CERTIFICATE

_____, 2022

BB QOZ, LLC
613 NW 3RD AVE., STE 104
Fort Lauderdale, FL 33311

[LENDER INFO TO BE PROVIDED]
[_____]
[_____]

Re: Lease dated _____, by and between _____ ("**Landlord**"), and _____, as tenant (the "**Original Lease**"), demising **[Insert description of leased premises]** (the "**Premises**") at the building known as _____ and located at _____, Florida (the "**Property**")

To whom it may concern:

The following statements are made with the knowledge that you and your successors and assigns, prospective PURCHASERs, including without limitation BB QOZ, LLC, a Florida limited liability company ("**PURCHASER**"), successor owners of the Property and present and future lenders secured by mortgages encumbering the Property or any interest therein may rely on them.

The undersigned ("**Tenant**"), as tenant under the Lease (hereafter defined), hereby certifies to you as follows:

1. The Original Lease and all amendments thereto are as follows: _____ (collectively referred to as the "**Lease**"). The Lease is in full force and effect and constitutes the entire agreement between Landlord and Tenant with respect to the use and occupancy of the Premises and there are no other agreements which are binding upon Landlord in connection with the use and occupancy of the Premises.

2. Tenant has accepted possession of the Premises and all construction obligations of Landlord are complete.

3. The commencement and expiration dates of the term of the Lease are _____ and _____, respectively. There are no options to renew or terminate the lease except for _____.

4. The rent commencement date is _____.

5. The current monthly fixed base rent and other regular monthly recurring charges for the Premises are as follows: $_____, and have been paid through _____.

6. The current monthly additional rent (which includes payments for Tenant's proportionate share of taxes, insurance, operating expenses and any other charges due under the Lease) are as follows: $_____, and have been paid through _____.

7. All insurance required of Tenant under the Lease has been provided by Tenant, and all premiums have been paid.

8. The Guarantor under the Lease is _____ and the guaranty is in full force and effect.

9. Neither Tenant nor any guarantor of Tenant's obligations under the Lease is the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor/creditor relationships.

10. The amount of the security deposit delivered under the Lease is $_____ and said security deposit is in the form of cash.

11. Neither Tenant, nor to Tenant's knowledge, Landlord, is in default in the Lease, nor, to Tenant's knowledge, is there now any fact or condition which, with the passage of time or the giving of notice or both, would constitute a default by either party under the Lease and no current defenses or claims exist preventing the payment of rent by Tenant.

12. Tenant has not assigned, transferred or otherwise encumbered its interest under the Lease, or subleased or licensed any portion of the Premises, except as follows: _____.

13. Tenant's address for all notices or communications under the Lease is _____.

14. The person signing this letter on behalf of Tenant is a duly authorized representative of Tenant.

15. This estoppel shall be binding upon Tenant and its principals, and its successors and assigns.

16. Tenant agrees that upon notice from Landlord it will make future payments to PURCHASER.

17. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals. The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this estoppel on behalf of Tenant.

[INSERT TENANT NAME]

_____,
a _____

By: _____
Name: _____
Title: _____

ANNEX 1
To Tenant Estoppel

SCHEDULE 10.5

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases, Rents and Deposits (this "**Assignment**") is entered into effective as of _____, 20__ (the "**Effective Date**") by and between the Boynton Beach Community Redevelopment Agency ("**Assignor**"), and [_____] ("**Assignee**").

WHEREAS, Assignor, as Seller, and Assignee, as Purchaser, are parties to that certain Purchase and Sale Agreement dated as of _____, _____ (the "**Purchase Agreement**"), providing for the sale by Assignor to Assignee of the real property described on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, Assignor is the holder of the landlord's interest under the leases and related documents as listed on Exhibit B attached hereto (collectively, the "**Leases**"), which Leases affect the Property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Leases;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption**. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Leases, including without limitation all of Assignor's right, title and interest in and to any security, cleaning or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Leases against any of the tenants thereunder or any sureties thereof. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the landlord under the Leases arising from and after the Effective Date.

2. **Indemnification**. Assignee will indemnify, defend and hold harmless Assignor from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of Assignee, as the landlord under the Leases, which arises or accrues with respect to any of the Leases on or after the Effective Date. Assignor will indemnify, defend and hold harmless Assignee from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of Assignor, as the landlord under the Leases, which arose or accrued with respect to any of the Leases prior to the Effective Date; provided however, such indemnification shall not exceed two hundred and fifty thousand dollars ($250,000)

and nothing in this Assignment shall be deemed a waiver of Assignor's rights of sovereign immunity.

3. **Miscellaneous**. The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized and empowered representatives as of the Effective Date.

ASSIGNOR:

[_____],
a [_____]

By:_____
Name (Print):_____
Title:_____

ASSIGNEE:

[_____],
a [_____]

By:_____
Name (Print):_____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

LEASES

EXHIBIT "E"

SCHEDULE 10.6

FORM OF BRING-DOWN CERTIFICATE

BRING-DOWN CERTIFICATE

CERTIFICATE AS TO REPRESENTATIONS, WARRANTIES AND COVENANTS

The undersigned [_____] (the "**Seller**"), hereby certifies to [_____] (the "**Purchaser**"), its successors and assigns, that all of the representations, warranties and covenants made by Seller in Section [___] of that certain Purchase and Development Agreement having an Effective Date of [_____], between Seller and Purchaser, as same may have been amended or assigned through the date hereof (the "**Contract**"), are true and correct in all material respects and not in default as of the date hereof.

IN WITNESS WHEREOF, Seller has caused this Certificate to be signed and delivered as of the ____ day of_____, ____.

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT "F"

Tenant List

1. Freddie Brinley - 517 ½ E. Ocean Avenue, Apt. 5
2. Harvey E. Oyer, Jr., Inc. d/b/a Oyer Macoviak and Associates - 511 E. Ocean Avenue
3. Café Barista, Inc. d/b/a Hurricane Alley - 527, 529 & 531 E. Ocean Avenue
4. Florida Technical Consultants, LLC - 533 E. Ocean Avenue, Suites 2 & 3

PURCHASER's Initials: _____
SELLER's Initials: _____

EXHIBIT "G"

Purchase and Sale Agreement between Boynton Beach Community Redevelopment Agency and 500 Ocean Properties, LLC

PURCHASER's Initials: _____
SELLER's Initials: _____

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 500 Ocean Properties, LLC (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:

   Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof, as recorded in Plat Book 1, Page 23, of the Public records of Palm Beach County, Florida

   And

   Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof, as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida.

   And

   Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida.

   Property Address: 511, 515, and 529 East Ocean Avenue

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be Three Million Six Hundred Thousand Dollars ($3,600,000.00), 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 Agreement by both parties, PURCHASER shall deliver to Lewis, Longman & Walker, PA ("Escrow Agent") a deposit in the amount of Fifty Thousand Dollars ($50,000.00) (the "Initial Deposit"). Providing this Agreement is not otherwise terminated pursuant to the terms herein, PURCHASHER shall deliver to Escrow Agent an additional deposit in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) on or before October 15th, 2021. The Initial Deposit and additional deposit are hereafter referred to as the "Deposit".

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

Providing this Agreement is not terminated by either party pursuant to the terms set forth herein, Fifty Thousand shall be released to SELLER within 10 days of the expiration of the Feasibility Period (hereinafter defined). The remaining Deposit shall be delivered to SELLER at Closing, and the PURCHASER shall receive a credit for the Deposit against the Purchase Price. If this Agreement is terminated during the Feasibility Period for any reason, the Deposit shall be immediately refunded to the PURCHASER. If this Agreement is terminated due to a default, pursuant to Section 12, the Deposit shall be delivered to (or retained by, as applicable) the non-defaulting Party, and the non-defaulting Party shall have such additional rights, if any, as are provided in Section 12.

3.3 Escrow Agent. PURCHASER and SELLER authorize Escrow Agent to receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, 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 December 17, 2021 (the "Closing"), unless extended by written agreement, signed by both parties, extending the Closing. However, in no event whatsoever shall the Closing occur later than December 31, 2021.

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

Special Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 hereof.

7. FEASIBILITY PERIOD. The PURCHASER and its designees shall have from the Effective Date until November 12, 2021 ("Feasibility Period"), at PURCHASER's expense, to make inquiries which PURCHASER may deem necessary 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. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this Agreement and receive back the Deposit, provided that PURCHASER provides SELLER with written notice of PURCHASER's decision to terminate the Agreement prior to 5:00pm Eastern time on the last day of the Feasibility Period. Should PURCHASER fail to provide SELLER with written termination notice prior to 5:00pm Eastern time on the final day of the Feasibility Period, PURCHASER will have waived its ability to terminate the Agreement pursuant to this Paragraph, the Deposit shall become non-refundable to PURCHASER (except in the event of a material default by SELLER), and the parties shall proceed to Closing upon the terms and conditions contained herein. 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 for 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 product 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 of sovereign immunity as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLERS' obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

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 and that can be cured with the payment of money 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 twenty (20) days to either cure and remove the Title Objection(s) or provide notice to PURCHASER that SELLER will not cure such title objection (hereinafter "Cure Period"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, then PURCHASER, in PURCHASER's sole and absolute discretion, shall have the option of (i) accepting the title as it then is and proceeding to Closing with no reduction in the Purchase Price and all such Title Objections that SELLER declines to cure shall become Permitted Exceptions; or (ii) 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. Should PURCHASER elect to accept the title as it then is and proceed to Closing, SELLER shall still be required to pay off all assessments, outstanding utility charges, liens, and mortgages due and payable as of the Closing. In no event shall SELLER be required to commence litigation to cure any title or survey defect, encroachment, or encumbrance.

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 that arose after the effective date of the title commitment and were caused or allowed to occur by SELLER and 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. However, in no event shall SELLER be required to commence litigation to cure any title or survey defect,

encroachment, or encumbrance.

7.3 SELLER Deliveries.

SELLER shall deliver to PURCHASER the following documents and instruments within three (3) business days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of leases for all commercial and residential tenants occupying the Property.

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

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

7.3.4 At Closing, SELLER shall execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. SELLER will not be required to incur expenses to provide such documents and instruments. No later than twenty (20) 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

PURCHASER's Initials: SLS
SELLER's Initials:

materially 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, claim, action, or administrative agency or other governmental proceeding, of any kind whatsoever, whether pending, actual, or threatened, that would affect 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.

8.5. Occupancy. The Property shall be conveyed to the PURCHASER at time of Closing subject only to the existing leases referred to in Section 7.3.1 above. After the Effective Date of this Agreement, Seller shall be permitted to renew existing leases affecting the Property provided that all such renewal leases provide the landlord a ninety (90) right of termination, do not exceed a term of one year from the date of renewal, and that any terms whatsoever that differ from the current lease other than the new lease expiration date are subject to approval or rejection by PURCHASER.

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

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

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

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

9.4. Corrective Documents. Documentation required to clear title to the

Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

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

10.4. Closing Costs. PURCHASER shall be responsible for recording the deed, all general closing expenses (settlement fee, courier fees, overnight package, etc.), all title insurance expenses, documentary stamps on the deed, and any expenses associated with PURCHASER's financing. Each party will pay their respective attorney's fees. Other than SELLER paying its own attorney's fees, PURCHASER and SELLER agree that the transaction contemplated by this Agreement shall be "net" to the SELLER with PURCHASER paying all costs associated with the transaction other than SELLER's attorney's fees.

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 OF SELLER. 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 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 agency 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 Effective 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. Except for renewing existing leases in accordance with Section 8.5 hereof, SELLER represents that SELLER will not, between the Effective 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 other than those disclosed by Section 7.3.1.

11.6 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 INTENTIONALLY DELETED.

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

11.9 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

11.10 Between the Effective 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 The Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

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

 PURCHASER's Initials: SLS
SELLER's Initials: [illegible]

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 ten (10) 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 as a result of a default, such extension shall not be unreasonably withheld provided that in no event shall the Closing be extended beyond December 31, 2021. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

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

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

If to Seller:	Christian Macoviak Oyer-Macoviak Insurance 511 East Ocean Avenue Boynton Beach, FL 33435
With a copy to:	Harvey E. Oyer III Shutts & Bowen, LLP 525 Okeechobee Blvd. Suite 1100 West Palm Beach, FL 33401
If to Purchaser:	Thuy Shutt, Executive Director Boynton Beach Community Redevelopment Agency 100 E. Ocean Avenue, 4th Floor Boynton Beach, FL 33435

01530170-5 PURCHASER's Initials: SLS
SELLER's Initials: ALO

With a copy to: Kenneth Dodge
Lewis, Longman & Walker, PA
360 S. 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 and PURCHASER hereby mutually indemnify, defend and hold harmless each other from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind arising out of or resulting from any agreement, arrangement or understanding alleged to have been made with any broker or finder claiming through the indemnifying party in connection with this Agreement. The provisions of this Section shall survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

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

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

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

PURCHASER's Initials: SLG
SELLER's Initials: _____

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

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

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

18. MISCELLANEOUS.

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

 PURCHASER's Initials: SLG
SELLER's Initials: [illegible]

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.

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 other rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph shall survive termination of this Agreement and the Closing.

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

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

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 unless otherwise provided in this Agreement and subject to the limitation of sovereign immunity as provided within Section 768.28, Florida Statutes.

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

PURCHASER's Initials: SLT
SELLER's Initials:

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 and PURCHASER that specifically survive Closing as set forth in this Agreement, shall survive the Closing.

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

18.13 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the PURCHASER, including those set forth in Section 768.28, Florida Statutes.

19. REPRESENTATIONS, COVENANTS AND WARRANTIES OF PURCHASER. To induce SELLER to enter into this Agreement, PURCHASER 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, and (iii) shall survive the Closing.

19.1 Validly Created and In Good Standing. PURCHASER was validly created under all applicable state laws, is in good standing under all applicable state laws as of the Effective Date of this Agreement, and will be in good standing under all applicable state laws as of the Closing Date.

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

20. As-Is, Where-Is and With All Faults. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, IT IS UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY IN AN AS-IS, WHERE-IS, AND WITH ALL FAULTS CONDITION. OTHER THAN THE SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONSITION OF THE PROPERTY OR THE PROPERTY'S FITNESS FOR PURCHASER'S INTENDED USE. PURCHASER SHOULD RELAY ON ITS OWN INVESTIGATIONS AND INSPECTIONS DURING THE FEASIBILITY PERIOD.

PURCHASER's Initials: SG
SELLER's Initials:

21. Over Insurance and Real Estate Sign on East Façade Wall of 529/531 Building. PURCHASER and SELLER acknowledge and agree that the existing painted wall sign on the east façade of the 529/531 East Ocean Avenue building has existed for over 60 years, is one of the iconic business images in the City of Boynton Beach, possesses historic and cultural value, and is one of the last remaining representations of the City's historic main street. As such, PURCHASER agrees to use its best efforts to preserve the painted wall sign either in situ or to be relocated and utilized elsewhere in the vicinity provided that the cost of the preservation and relocation efforts do not exceed a maximum of Twenty Thousand Dollars ($20,000.00). In the event that PURCHASER is unable to preserve or relocate the wall sign as provided herein, PURCHASER shall provide notice of same to SELLER, who shall have (60) sixty days within which to relocate the sign at its own expense and/or contribute all additional funding over $20,000 to the CRA for the CRA to relocate the sign. Both parties acknowledge and agree that the possibility exists that the sign could be damaged or destroyed during an attempted relocation. However, PURCHASER shall use its best efforts, as provided herein, to preserve the wall sign and ensure that it remains visible to the public.

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

PURCHASER's Initials:
SELLER's Initials:

PURCHASER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Steven B. Grant

Title: Chair

Date: September 20, 2021

SELLER:

500 OCEAN PROPERTIES, LLC

Printed Name: Harvey E. Oyer III

Title: Managing Member

Date: 20 Sept. 2021

WITNESS:

Printed Name: THUY T SHUTT

WITNESS:

Printed Name: Ingrid A-Saez

ESCROW AGENT:

Lewis, Longman & Walker, P.A.

Printed Name: Kenneth Dodge

Date: 9/22/2021

01330178-1 PURCHASER's Initials: SBG
SELLER's Initials: HEO

EXHIBIT "H"

REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as of this 5th day of July, 2022, by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the "SELLER") and BB QOZ, LLC (the "PURCHASER").

RECITALS

A. 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.

B. The PURCHASER has agreed to construct the Project on the Property, and other requirements in accordance with the guidelines and criteria set forth on in the Purchase and Development Agreement attached hereto ("Purchase and Development Agreement").

C. The Deed shall provide that: (i) if the PURCHASER fails to meet the deadlines set forth in Sections 21.3, 21.5, and 21.7 of the Purchase and Development Agreement, subject to applicable notice and cure periods, then, if SELLER exercises its right of reverter, the Property shall revert to the SELLER; and (ii) upon the Completion of Construction (hereinafter defined) the Deed shall be automatically unencumbered by the right of reverter.

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:

1. PURCHASER agrees at its sole cost and expense to complete the construction of the Project in accordance with the terms of the Purchase and Development Agreement by no later than the time period set forth in Section 21.7 of the Purchase and Development Agreement of even date herewith (the "Construction Completion Date").

2. Subject to Section 3 hereof, in the event the deadlines provided for in Section 21 of the Purchase and Development Agreement, or Completion of Construction as provided for in Section 21.7, are not timely met (unless extended pursuant to the terms of the Purchase and Development Agreement), and if SELLER elects to exercise its right of reverter, the Property shall revert to and thereafter become fee simple real estate owned by the SELLER. Within 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,

delivery of which is contingent upon payment by SELLER to PURCHASER of the amounts specified in Section 22.1 of the Purchase and Development Agreement.

3. In the event PURCHASER enters into any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of the Improvements, the SELLER shall enter into a Subordination Agreement to subordinate this Reverter Agreement and the rights of reverter in the Deed and the Purchase and Development Agreement in form and substance satisfactory to such lender and determined to be satisfactory by the SELLER, which determination shall not be unreasonably withheld, conditioned, or delayed. Upon the Completion of Construction, the SELLER agrees to promptly issue a recordable letter acknowledging the 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 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:	**SELLER:**
BB QOZ, LLC	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
_____	_____
Printed Name: _____	Printed Name: Ty Penserga
Title: _____	Title: Chair
Date: _____	Date: July 5, 2022

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

01671768-3

PURCHASER's Initials: _____
SELLER's Initials: EOP

PURCHASE AND DEVELOPMENT AGREEMENT
EXHIBIT "B"

Tax Increment Revenue Funding Agreement

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the 5th day of July, 2022, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter the "CRA"), with a business address of 100 East Ocean Avenue, 4th floor, Boynton Beach, Florida 33435,

and

BB QOZ, LLC, a Florida limited liability company, with a business address of 613 NW 3rd Ave., Suite 104, Fort Lauderdale, Florida 33311, and its successors or assigns (hereinafter, the "Developer"; the Developer and the CRA are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Developer submitted a proposal, a copy of which is attached here to as Exhibit "A," (the "Proposal") in response to the *Request for Proposals and Developer Qualifications for the 115 N. Federal Highway Infill Mixed-Use Redevelopment Project* ("RFP") issued by the CRA on July 23, 2021, incorporated herein by reference, which proposal was accepted by the CRA Board on November 30, 2021; and

WHEREAS, the CRA has determined that the Project, as defined herein, 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 Boynton Beach Community Redevelopment Plan;

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

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

Section 2. 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. **Adequate Proof of Financial Closing** shall consist of verifiable binding documentation for the Project necessary to evidence that financing has been obtained for the construction of the Project through completion.

2.2. **Area Median Income ("AMI")** shall mean the City of Boynton Beach Area Median Income, as set forth and published each year by the City of Boynton Beach, unless required by the Lender to mean Palm Beach County Area Median Income, as set forth and published each year by the Department of Housing and Urban Development. If the Lender does not make a determination, the Developer shall use the City of Boynton Beach Area Median Income, provided that: (a) the City publishes AMI levels on a regular (annual) basis, (b) the AMI levels are made readily available to the general public, and (c) the City utilizes the same calculation methodology as does the Department of Housing & Urban Development.

2.3. **"Base Year"** for determining Tax Increment Revenue from the Project shall be the year prior to Commencement of Construction (hereinafter defined).

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

2.5. **"Commencement of Construction"** or **"Construction Commencement"** means the date when both of the following have occurred: (i) Developer has provided Adequate Proof of Financial Closing, and (ii) Developer has actually begun construction activities (including demolition, site clearing, excavation, and/or utility relocation) consistent with the City Code and all applicable permits, such that construction activities will continue on a consistent basis to complete construction of the Project.

2.6. **"Completion of Construction"** shall mean the date for which the Project is substantially complete and the Temporary Certificate of Occupancy has been issued by the appropriate governing authority.

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

2.8. **"Financial Closing"** The date on which all agreements and loan documents for the financing of the Project have been executed and all required conditions contained in such agreements and loan documents for the commencement of funding have been satisfied, as determined by Lender and Developer.

2.9. **"Land Use Approvals"** shall mean all required site plan, zoning, platting/replatting approvals from the City of Boynton Beach necessary to procure building permits to construct the Project on the Property.

2.10. **"Lender"** shall mean the lender selected by the Developer to provide a mortgage loan that is secured by all or any part of the Project.

2.11. "Property" means the property subject to this Agreement upon which the Project shall be developed as more particularly described in Exhibit "B," hereto.

2.12. "Purchase Agreement" means that certain Purchase and Development Agreement by and between the CRA, as seller, and Developer, as purchaser, dated of even date herewith.

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

Section 3. Developer's Obligations and Covenants.

3.1 Construction of the Project. Developer shall construct a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with restaurant, retail space, and office space, including public parking that incorporates public pedestrian connectivity, consistent with the Proposal (hereinafter the "Project"). In the event of a conflict between the Proposal and this Agreement, this Agreement shall control. The Project will include the Required Elements set forth below and be built consistent in all material respects with the Conceptual Site Plan attached hereto as Exhibit "C" except as revised pursuant to this Paragraph. The Conceptual Site Plan may be revised by Developer from time to time without the consent of the CRA, provided, however, that any change to the Conceptual Site Plan that would result in a change to any of the Required Elements (hereinafter defined) shall require the approval of the CRA, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer may increase the units or commercial or residential square footage without the consent of the CRA.

3.2 Development Deadlines. The following events must be completed as set forth herein and evidence of same shall be provided to the CRA upon completion of each event (collectively the "Project Deadlines"). At all times after the Effective Date, the CRA shall cooperate with Developer using good faith and due diligence to facilitate and expedite Developer's satisfaction of the Project Deadlines, which include, without limitation, the Land Use Approvals.

3.2.1. Submission of application to the City for site plan approval within one hundred eighty (180) days from the Effective Date. For purposes of this Section, submission of application shall mean the good faith submittal of a complete application for site plan approval to the City of Boynton Beach, and any later request for information, or rejection or return by the City of Boynton Beach for reasons of technical compliance, shall not be deemed failure of Developer to comply with the requirements of this Section. Developer may extend the deadline for submission of application to the City for site plan approval by no more than

sixty (60) days, subject to prior, written approval of the CRA at the CRA's sole and reasonable discretion.

3.2.2 Developer shall diligently and continuously pursue site plan approval and all other required Land Use Approvals until the same are issued.

3.2.3 Developer shall submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project within one hundred twenty (120) days of obtaining formal site plan approval from the City.

3.2.4 Developer shall provide the CRA with updates on the process of obtaining financing for the Project, together with reasonable documentation, upon the CRA's request therefor. No later than the Closing Date (as defined in the Purchase Agreement), Developer shall provide Adequate Proof of Financial Closing to the CRA.

3.2.5 Commencement of Construction within two (2) years of the Closing Date pursuant to the terms of the Purchase Agreement. Notwithstanding anything to the contrary herein, Developer may extend the deadline for Construction Commencement by one (1) period of twelve (12) months, subject to receipt of written approval from the CRA, which approval shall not be unreasonably withheld, conditioned or delayed provided Developer is using good faith efforts and due diligence to achieve Commencement of Construction.

3.2.6 Developer shall ensure that the groundbreaking ceremony will occur prior to or simultaneously with the Commencement of Construction.

3.2.7 Completion of Construction within thirty-six (36) months of Commencement of Construction; provided, however, Developer shall have the right to extend the deadline for Completion of Construction for one (1) period of twelve (12) months subject to receipt of written approval from the CRA, which approval shall not be unreasonably withheld, condition or delayed provided Developer is using good faith efforts and due diligence to achieve Completion of Construction. After receipt of a temporary certificate of occupancy, Developer shall use good faith efforts and due diligence to obtain a final certificate of occupancy in an expeditious manner. Developer shall obtain a certificate of occupancy for the Project no later than 9.5 years after the Effective Date.

3.2.8 Developer shall ensure that a ribbon cutting ceremony will occur prior to occupancy of the residential portion of the Project.

3.3 Required Project Elements. The Project must include all of the following elements (the "Required Elements").

3.3.1 A rental apartment building including a minimum of 236 rental units subject to the following requirements.

3.3.1.1 The units shall be rented in accordance with the following ratio (regardless of how many units are constructed) (the "Affordability Requirements"):

- Tier One: 3.8% of the total rental units to tenants that earn up to 80% of the AMI;
- Tier Two: 23.1% of the total rental units to tenants that earn up to 100% of the AMI;
- Tier Three: 23.1% of the total rental units to tenants that earn up to 120% of the AMI; and
- Tier Four: the remaining total rental units shall be unrestricted.
- Tier One, Tier Two, and Tier Three units shall be the Restricted Units. If necessary, and if consented to by Developer in Developer's sole and absolute discretion, the total rental units and Affordability Requirements may be adjusted as may be required in order to meet the minimum code requirements of the City of Boynton Beach's Workforce Housing Program, provided that at no time shall the sum of Tier One, Tier Two and Tier Three units be less than 50% of the total rental units.
- The units shall be rented to tenants in compliance with fair housing laws. Developer shall not segregate units based on income levels. When not in contravention of such laws, Developer will not designate all affordable unit to be in the same Tier and will attempt to designate a variety of unit types as affordable units.

3.3.1.2 On the date of the Financial Closing, the Developer will record a Restrictive Covenant containing the Affordability Requirements (the "Restrictive Covenant"), which shall remain in effect for the Restricted Units for a period of 15 years following Completion of Construction (the "Initial Affordability Term"). At the conclusion the Initial Affordability Term, the Restricted Units subject to the Restrictive Covenant shall reduce from 50% of the total rental units to 30% of the total rental units (in the same tier proportion as set forth in Section 3.3.1.1 hereof) for an additional 15-year period (30 years total following Completion of Construction). The Restrictive Covenant shall also provide that 10% of the Restricted Units (in the same tier proportion as set forth in Section 3.3.1.1 hereof) shall remain subject to the Affordability Requirements in perpetuity. The Restrictive Covenant shall be in a form approved by the CRA and Lender.

3.3.2 A minimum of 16,800 square feet of commercial space (e.g. restaurant, retail and office).

3.3.3 A minimum of 150 public parking spaces in addition to the parking spaces Developer reasonably calculates Developer will require for the commercial and residential portions for the Project, which shall be located in a parking garage to be constructed by Developer and which shall remain open to the public in perpetuity pursuant to a lease agreement to be executed between the Parties, (the "CRA Spaces"), in a form substantially similar to the lease attached hereto as Exhibit "D." Although the CRA Spaces are separate from the parking spaces that are designated for the residential and commercial uses, and shall not be designated by Developer for association with the residential or commercial uses, the CRA Spaces shall be included in the calculation of determining the total number of parking spaces required for compliance of the residential and commercial uses with the minimum code requirements of the City of Boynton Beach.

Section 4. Public Benefits. Developer shall comply with the following Requirements.

4.1. Job Fairs, and Apprenticeship. Prior to and/or during the construction of the Project, Developer shall use commercially reasonable efforts to:

- Host two (2) job fairs, between Commencement of Construction and Completion of Construction, at a venue within the City of Boynton Beach;
- Participate in job fairs within 15 miles of the City when notified of such job fairs by CareerSource Palm Beach County or such other entity as the CRA may designate from time to time;
- Include requirements in all contracts with contractors that the contractors use commercially reasonable efforts to participate in an apprenticeship program; and
- Provide documentation evidencing satisfaction of these requirements upon request by the CRA and as part of the Annual Performance Report (hereinafter defined).

4.2. Green Building. Developer will achieve a minimum National Green Building Standards (NGBS) Bronze certification for the residential building. Evidence of the NBGS Bronze certification shall be submitted to the CRA within twelve (12) months following Completion of Construction. Developer will analyze the feasibility of using the chilled water services offered by the District Energy Facility located in the Town Square complex.

4.3 Green Wall. Developer shall use commercially reasonably efforts to incorporate a green wall into the wall of the parking garage associated with the Project consistent with City code.

4.4 Electric Vehicle Charging Stations. Developer shall install provisions to accommodate a minimum of two (2) electric vehicle charging stations of charging type Level 2 or higher, in the CRA Spaces, and in addition, Developer shall install conduit (pipe) to allow the CRA to install additional electric vehicle charging stations in up to 15 of the other CRA Spaces, the specific number and location of spaces to receive such conduit to be mutually agreed to by the Parties prior to finalization of construction plans for the parking associated with the Project.

Section 5. Certification Requirements.

5.1 Annual Performance Report. Commencing upon the Effective Date, Developer shall annually provide the CRA with an Annual Performance Report for the Project certifying Developer's compliance with the requirements of this Agreement and the Purchase and Development Agreement and, as applicable upon Completion of Construction, 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 and must meet all requirements for the Annual Performance Report contained in this Agreement. Further, Developer shall, at any time requested by the CRA but not less than once per calendar year, appear before the CRA Board and provide any information requested regarding the Project.

5.2 The following are conditions precedent to the CRA's annual disbursal of Tax Increment Revenue pursuant to this Agreement:

5.2.1 Developer must have timely provided its Annual Performance Report, providing evidence of compliance with the requirements of this Agreement and evidencing that Developer has paid all property taxes for the preceding year; and

5.2.2 A finding by the CRA Board that the Annual Performance Report submitted by Developer is consistent with the requirements of this Agreement, which finding shall not be unreasonably withheld, conditioned or delayed; and

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

5.2.4 Developer is not in material default beyond any applicable notice and cure period under any terms or provisions of this Agreement. Developer shall not be entitled to any Tax Increment Revenue payments for such calendar year if the Developer has failed to meet its obligations under this Agreement or is otherwise in material default beyond any applicable notice and cure period under the terms of this Agreement and has failed to sufficiently cure the default as provided for herein after appropriate notice of such default has been given. There is no obligation by the CRA to disburse the Tax Increment

Revenue during any period of default by the Developer, provided that, once a default is cured, Developer shall receive its Tax Increment Revenue for the remainder of the TIR Term, provided Developer is not in default under this Agreement.

Section 6. Tax Increment Revenue.

6.1 Formula and Term.

6.1.1 The CRA hereby agrees to pledge and assign to Developer pursuant to the terms of this Agreement, an annual amount which equals ninety-five percent (95%) of the Tax Increment Revenue, for a fifteen (15) year term, not to exceed a total of seven million dollars ($7,000,000.00) ("TIR Cap"), commencing on the last day of the year that all of the following conditions are met ("TIR Term"):

A. The Developer has achieved Completion of Construction;
B. All elements of the Project have been placed on the Tax Roll;
C. The CRA has received Tax Increment Revenue from the Project;
D. The Annual Performance Report is received and found to be sufficient by the CRA, which finding shall not be unreasonably withheld, conditioned or delayed; and
E. Developer is not in default under this Agreement.

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

6.2 No Prior Pledge of Tax Increment Revenues. The CRA warrants and represents that the Tax Increment Revenue 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 the Tax Increment Revenue 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:

Boynton Beach Community Redevelopment Agency
Attention: Thuy Shutt, Executive Director
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to:

Tara W. Duhy, Esq.
Lewis, Longman & Walker, P.A.
360 S. Rosemary Ave
Suite 1100
West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

BB QOZ, LLC
Attention: Jeff Burns & Nicholas Rojo
613 NW 3rd Ave., Ste. 104
Fort Lauderdale, Florida 33311

With a copy to:

Lance M. Aker, Esq.
Kapp Morrison LLP
7900 Glades Road, Ste 550
Boca Raton, Florida 33434

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 withhold payment of Tax Increment Revenue to Developer due for such calendar year; provided, however, if such default takes longer than thirty (30) days to cure, such cure period shall be extended until the Developer cures such default provided that the Developer is using good faith efforts to effectuate such cure in a diligent manner and such cure can be completed within the same calendar year. A default under this Agreement shall not terminate this Agreement, but payments of the Tax Increment Revenue to Developer shall not re-commence until such default is cured.

Section 9. Termination. This Agreement shall automatically terminate: 1) upon the last disbursement of Tax Increment Revenue due to Developer pursuant to the terms of this Agreement; 2) upon the expiration of the 15-year TIR Term, or 3) if Developer fails to Commence Construction or Complete Construction of the Project as required herein (unless such time period is extended by the CRA or this Agreement is assigned to Lender pursuant to the terms of 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, except if caused by the gross negligence or willful misconduct of the CRA. Except as set forth in the foregoing sentence, 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.

10.2. Indemnification. Developer shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of Developer. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This 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 in its entirety. Prior to Completion of Construction, this Agreement may only be assigned by Developer to an entity that is managed by Developer's key principals, Jeff Burns and Nicholas Rojo, or Lender pursuant to Developer's loan documents with Lender, and provided that any assignee hereto shall specifically assume all of the obligations of the Developer under this Agreement. Such assignment may be made without further consent of the CRA; however, Developer shall provide notice to the CRA within 30 days of such assignment. After Completion of Construction, provided Developer is not in default under this Agreement, this Agreement may be assigned by Developer to any third party with the consent of the CRA, which consent shall not be unreasonably withheld, conditioned, or delayed, provided however, that such assignment shall not be effective unless (a) the Developer delivers written

notice to the CRA at least thirty (30) days prior to the assignment, (b) the third party assignee demonstrates to the reasonable satisfaction of the CRA that the balance of the Tax Increment Revenue is required to maintain the Affordability Requirements, and (c) the assignee shall specifically assume all of the obligations of the Developer under this Agreement. Notwithstanding the foregoing, in the event Lender takes possession of or becomes the record owner of the Property, this Agreement shall be automatically assigned to Lender upon receipt by the CRA of written notice by Lender that it desires, in Lender's sole and absolute discretion, 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 Lender taking possession of or becoming the record owner of the Property.

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 or the Developer, 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 Agreement term and following completion of the Agreement if Developer 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 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 Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or SHUTTT@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.

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 enacted as of the Effective Date.

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

10.17. Minor Modifications. The CRA Executive Director, shall administratively amend this Agreement (without requirement of CRA board approval) as may be reasonably required by the Lender, provided that such amendment does not pertain to or impact any material term of this Agreement and is for the purpose of complying with Lender requirements in order to effectuate Financial Closing. If any required amendment by the Lender would have a material effect on the terms and conditions set forth in this Agreement, then such amendment shall require CRA board approval, not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, the term "material term" shall include all terms and provisions in Sections 3, 4, 5, 6, 8, 9, 10.1, 10.2, 10.3, 10.4, 10.7, 10.16, 10.17, and 10.18, (including all subsections thereunder), and any other term reasonably

deemed material by the CRA Attorney at the time such request for amendment is made.

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

10.19. Computation of Time – Any referenced herein to time periods which are not measured in Business Days and that are less than six (6) days shall not include Saturdays, Sundays, and legal holidays in the computation thereof. Any period provided for in this Agreement which ends on a Saturday, Sunday, or legal holiday shall extend to 5 p.m. on the next full Business Day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the computation thereof. For purposes of this Agreement, Business Days shall mean Monday through Friday but shall exclude state and federal holidays.

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[DEVELOPER SIGNATURE ON FOLLOWING PAGE]

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

WITNESS

William C. Coates

Print Name: William C. Coates

BB QOZ, LLC,
a Florida limited liability company

By: _____

Printed Name: Nicholas Rojo

Title: Manager

Sara McAllister

Print Name: Sara McAllister

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Nicholas Rojo as Manager of **BB QOZ, LLC**, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of **BB QOZ, LLC**, for the use and purposes mentioned herein and that the instrument is the act and deed of **BB QOZ, 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 8th day of July, 2022.

My Commission Expires: 5/19/24

Notary Public, State of Florida at Large

COLTON COATES
MY COMMISSION # HH 001634
EXPIRES: May 19, 2024
Bonded Thru Notary Public Underwriters

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[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Print Name: Tammy L. Stanzione

By: _____
Ty Penserga, CRA Board Chair

Print Name: Catherine Cherry

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ty Penserga, 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 5th day of July, 2022.

My Commission Expires: Notary Public, State of Florida at Large

MAYLEE DE JESUS MY COMMISSION EXPIRES FEBRUARY 2, 2025 #HH 087967 Bonded thru Notary Public Underwriters NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT "A"

PROPOSAL

The proposal submitted by BB QOZ, LLC, a Florida limited liability company, with a business address of 613 NW 3rd Ave., Suite 104, Fort Lauderdale, Florida 33311, in response to the *Request for Proposals and Developer Qualifications for the 115 N. Federal Highway Infill Mixed-Use Redevelopment Project* ("RFP") issued by the CRA on July 23, 2021, which proposal was accepted by the CRA Board on November 30, 2021, is hereby incorporated herein by reference as if fully set forth. A copy shall be maintained at the offices of the Boynton Beach Community Redevelopment Agency, and upon dissolution of the same, a copy shall be maintained by the City of Boynton Beach.

EXHIBIT "B"
PROPERTY LEGAL DESCRIPTION

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

Physical Address: 529 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060120

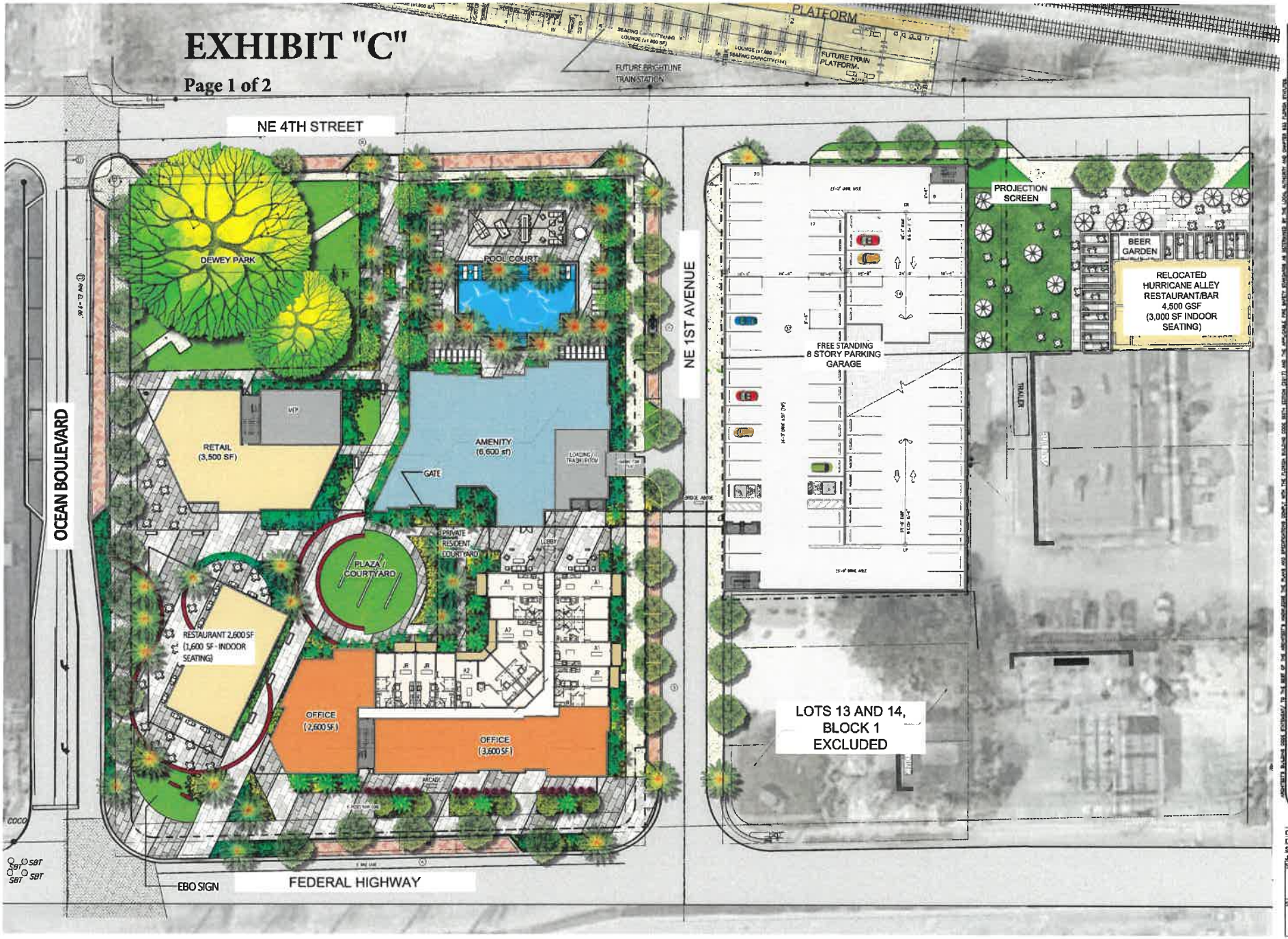
Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

EXHIBIT "C"

CONCEPTUAL SITE PLAN

EXHIBIT "C"

Page 1 of 2



BY

THE PIERCE

FOR:
AFFILIATED DEVELOPMENT
LOCATED AT:
BOYNTON BEACH, FLORIDA

BEATRIZ M. HERNANDEZ
AR0004076

MSA ARCHITECTS, INC.
AAC000895
8900 SW 74th COURT
SUITE 103
MIAMI, FLORIDA 33156
(305) 272-0991

MSA ARCHITECTS
ARCHITECTURE & PLANNING

DRAWN
DATE 01/29/2021
SCALE AS SHOWN
JOB NO. 2024.PRJ
SHEET TITLE:
SITE PLAN
SHEET NUMBER:
SP-1

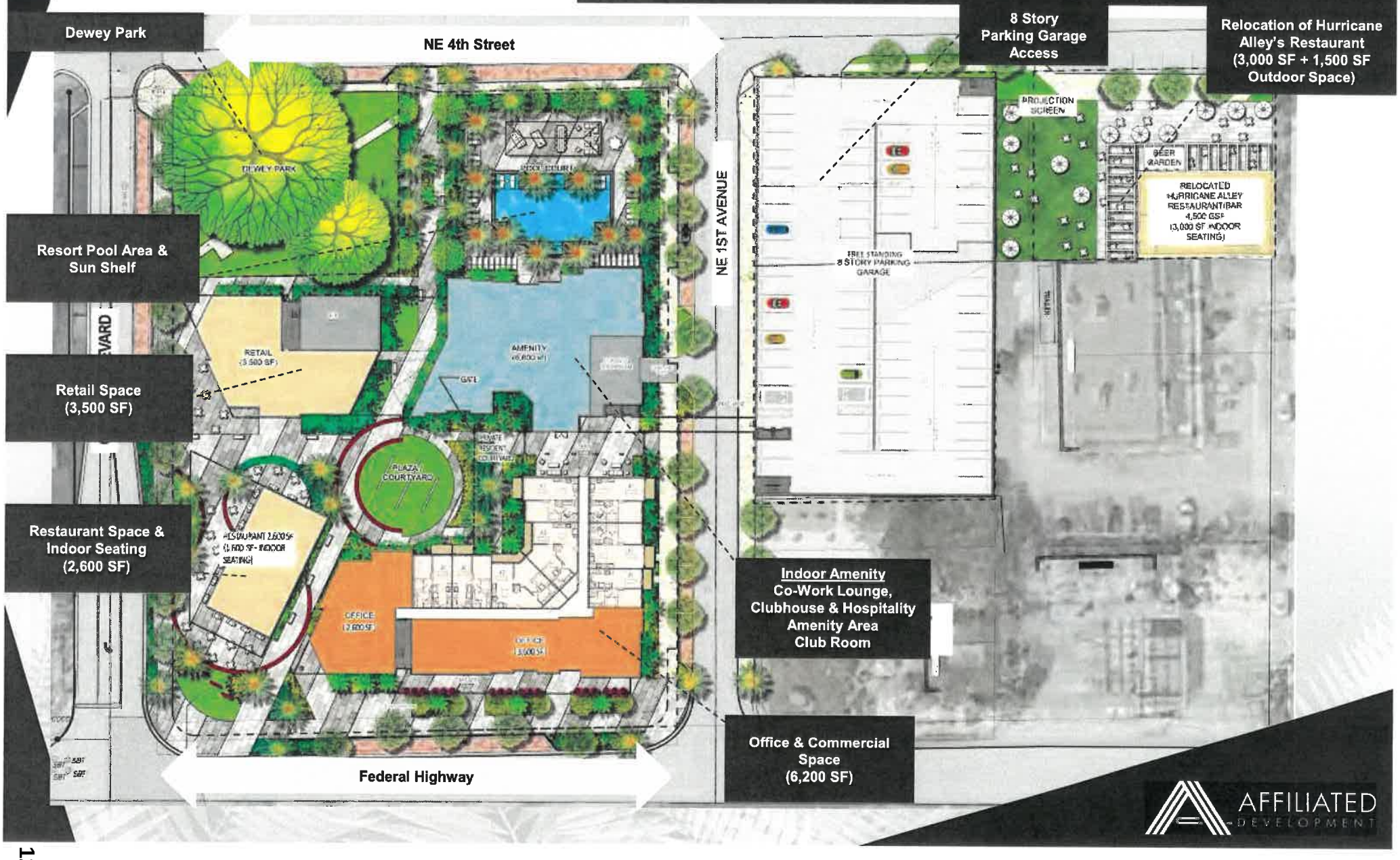
THESE PLANS AND SPECIFICATIONS, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT.

THE PIERCE

Exhibit "C"

Page 2 of 2

Proposal Concept: Residence Site Plan Overview



AFFILIATED DEVELOPMENT

EXHIBIT "D"

DRAFT PARKING LEASE

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), is made and entered into this 5th day of July, 2022, by and between BB QOZ, LLC, a Florida limited liability company, ("Landlord"), and The Boynton Beach Community Redevelopment Agency (BBCRA), a public agency created pursuant to Chapter 163, Part III of the Florida Statutes ("Tenant").

WITNESSETH:

WHEREAS, the Landlord has a contract to purchase property generally located at: (i) 508 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435; (ii) NE 4th Street, Boynton Beach, Florida 33435; (iii) NE 1st Avenue, Boynton Beach, Florida 33435; (iv) 115 N. Federal Highway, Boynton Beach, Florida 33435; (v) 511 E. Ocean Avenue, Boynton Beach, Florida 33435; (vi) 515 E. Ocean Avenue, Boynton Beach, Florida 33435; and (vii) 529 E. Ocean Avenue, Boynton Beach, Florida 33435, all of which are located within the corporate limits of the City of Boynton Beach, as more particularly described by the legal description attached hereto as **Exhibit A** (collectively the "Property"); and

WHEREAS, the Landlord intends to construct a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with a minimum of 236 rental units available to various affordability ranges, a minimum of 16,800 square feet of commercial space (e.g. restaurant, retail, and office), and 150 designated public parking spaces in the Parking Garage (hereinafter defined) (the "Project"); and

WHEREAS, Tenant has provided property valued at approximately $5.51 million in exchange for the dedicated parking; and

WHEREAS, the Landlord and the Tenant have entered into a Tax Increment Revenue Funding Agreement and Purchase and Development Agreement (other Agreements) wherein the Tenant is providing certain economic development incentives to develop the Project; and

WHEREAS, the Tenant recognizes the positive impact that the Project will bring to the City of Boynton Beach including the provision of additional parking facilities; and

WHEREAS, the Landlord and Tenant desire to enter this Lease to provide 150 parking spaces located in the Parking Garage, in addition to the parking spaces Landlord reasonably calculates Landlord will require for the commercial and residential portions for the Project, for the use by the general public for enhancement of the downtown in furtherance of Tenant's 2016 Community Redevelopment Plan, as set forth below; and

WHEREAS, this Lease does not impact or affect City of Boynton Beach Parking Code requirements; however Tenant will not object to Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the residential and commercial uses of the Project with the minimum code requirements of the City of Boynton Beach; and

WHEREAS, the Tenant, as the BBCRA, has determined and hereby finds that this Lease promotes economic development in the CRA Area and, as such, is in the best interests of the BBCRA and furthers the 2016 Boynton Beach Community Redevelopment Plan.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the sufficiency of which is acknowledged by both parties, the Landlord and Tenant covenant and agree as follows:

1. Incorporation. The recitals above are hereby incorporated herein as if fully set forth.

2. Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described parking spaces (the "Parking Spaces") to be utilized exclusively by Tenant for the Permitted Use (as defined in Section 14 below):

The one hundred fifty (150) parking spaces shall be located within the parking structure to be constructed to be constructed at NE 4th Street, Boynton Beach, Florida 33435 and NE 1st Avenue, Boynton Beach, Florida 33435 (the "Parking Garage") in the locations designated as "Parking Spaces" on **Exhibit B** attached hereto and made a part hereof. The location of the Parking Spaces may not be changed by Landlord without the prior written consent of the Tenant, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant take into consideration whether such location change will negatively impact public access and the number of times the location has been changed. Landlord shall provide notice to Tenant at least 14 days prior to the Parking Spaces being relocated, and Landlord shall bear the actual, reasonable and verifiable costs (excluding any Tenant overhead costs), if any, of relocating the Parking Spaces, including any costs associated with moving parking meters, electric vehicle chargers, or other similar items. Landlord shall not move Tenant in any manner that will reduce Tenants ability to use parking meters, provide electric vehicle chargers, or other similar items. At no time shall the total Parking Spaces be less than one hundred fifty (150), and Landlord shall use commercially reasonable efforts to keep the Parking Spaces generally contiguous. At no time shall the Parking Spaces be located on any level higher than level 3 of the Parking Garage, except as may be set forth on the approved site plan for the Project and with the consent of Tenant. Tenant and the general public shall be entitled to use the Parking Spaces 24 hours a day, 7 days a week, every day of the year (the "Business Hours"). Tenant and the general public shall also have the right to utilize on a non-exclusive basis, together with any other users of the Parking Garage, restroom facilities (if any exist) of the Parking Garage, as well as the common areas located only on the floors of the Parking Garage where the Parking Spaces are located, for their intended purposes consistent with the Permitted Use so long as such use shall not unreasonably interfere with the use of such areas by Landlord or other users of the Parking Garage. The use by Tenant and the general public of the Parking Spaces shall be subject to the terms and conditions of this Lease and Tenant shall require the general public to abide by the applicable rules and regulations governing use of the Parking Garage. Tenant or its agents shall have the right to immediately remove, or cause to be removed, any unauthorized car or vehicle parked in the Parking Spaces without any liability and without any advance notice to Landlord.

If Landlord later determines that Landlord's (or other Project tenants') intended use of the parking garage requires additional spaces, Landlord may request to allocate some of the Parking Spaces towards such intended use. Tenant has sole and absolute discretion as to whether to approve or deny such request, in whole or in part, and may place conditions on such use. It is anticipated that in the event Tenant approves such request, Tenant will nonetheless retain the ability to use those reallocated parking spaces during events hosted or supported by Tenant. Tenant shall not pay Rent on any spaces that have been reallocated.

3. Term; Construction of Parking Garage; Definitions.

(a) The term of this Lease (the "Term") shall be twenty-five (25) years, with three (3) automatic 25-year extensions unless earlier terminated by Tenant pursuant to written notice to Landlord at least 4 weeks prior to termination. The Term shall commence on the date that Landlord and Tenant mutually agree in writing that Tenant (and the public) may begin occupying the Parking Spaces, which date shall not occur before construction of the Parking Garage has been substantially completed (as defined below) and the public may begin accessing the Parking Spaces (the "Lease Commencement Date").

(b) The Parking Garage shall be constructed by the Landlord in accordance with the permitted set of plans for which a building permit is issued by the appropriate governing authority, which

plans shall be based upon the Parking Garage Floor Plan attached hereto as **Exhibit B**. In the event of any conflict between this Lease (including **Exhibit B**) and the permitted set of plans, the permitted set of plans shall govern and control. Landlord shall provide notice to Tenant of any significant changes to the Parking Garage Floor Plan from what is depicted in **Exhibit B**.

(c) The term "substantially completed" shall mean and refer to the date a temporary certificate of occupancy or certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage.

(d) The "Effective Date" of this Lease is the date after it has been fully executed by Landlord and Tenant.

4. Base Rent. The property provided by Tenant valued at approximately $5,510,000, together with Tenant's compliance with the terms and conditions of this Lease, shall constitute sufficient consideration for Tenant's use of the Parking Spaces during the term of this Lease. Consequently, for the purposes of this Lease, the term "Base Rent" shall be understood to be rent in the amount of $0.00, but the $0.00 amount of rent shall not affect the validity of this Lease.

5. Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent and include applicable sales tax (unless exempt) ("Additional Rent"). In addition to Base Rent, as set forth in Section 4 above, Tenant shall be obligated to pay, as Additional Rent, Tenant's Percentage Share (as defined in Section 6, below) of Operating Expenses (as hereinafter defined), plus applicable sales tax (unless exempt), to be a set rate established once per year, which shall be subject to reconciliation as set forth in Section 6 hereof. For the first (1st) year of the Term, the amount of Operating Expenses paid by Tenant shall not exceed fifty dollars ($50.00) per space per month (the "Operating Expense Cap"). The Operating Expense Cap shall increase by the increase in the Consumer Price Index for All Urban Consumers published by the U. S. Bureau of Labor Statistics annually, and the Operating Expense Cap shall terminate and be of no further force and effect at the expiration of the twentieth (20th) year of the Term. Any increase in rent will become effective October 1, provided however that in order for such increase to be effective, Landlord will provide Tenant notice of the increased rental rate no later than April 1 of that year. In no instance may the Landlord increase the Rent more than one per year. For the purposes of this Lease, "Operating Expenses" shall mean all reasonable actual costs and expenses solely and directly attributed to and incurred by Landlord in owning, maintaining, insuring, and repairing the Parking Garage, including, without limitation, all common areas thereof after the Lease Commencement Date, which costs and expenses shall include, but shall be limited to, security, parking systems, cleaning, trash collection and disposal, utilities, maintenance and repairs of all elements of the Parking Garage, pest control, fire safety systems, all insurance costs incurred by Landlord with respect to insurance policies maintained by Landlord with respect to the Parking Garage, industry standard management fees, license fees, maintenance, repair and operational supplies, the costs of fabricating, installing and maintaining signage, landscaping, administrative and industry standard professional costs, permitted capital expenditures, industry standard repair and replacement reserves in connection with any of the foregoing items and ad valorem and non-ad valorem real estate taxes, assessments and fees attributable to or otherwise applicable to the Parking Garage. Operating Expenses do not include salary, benefits, or bonuses of Landlord's employees or officers; or other expenses not directly related to the operation of the Parking Garage. In the event any surcharge or regulatory fee is at any time imposed by any governmental authority for parking spaces within the Parking Garage, Tenant shall pay Tenant's Percentage Share (as defined below) of such surcharge or regulatory fee to Landlord as Additional Rent, payable as set forth in this Section 5. Notwithstanding the foregoing, Tenant shall pay one hundred percent (100%) of the costs and expenses solely and directly related to the Parking Spaces only (as opposed to costs and expenses that relate to the Parking Garage generally, which are billed as Operating Expenses), including, but not limited to, parking meters or parking systems (such as pay

stations or pay-by-phone stations), electrical vehicle charging stations, signage and safety monitoring specific to the Parking Spaces.

6. Payment of Additional Rent; Tenant's Percentage Share. Additional Rent (together with applicable sales tax unless exempt) shall be due and payable Payment shall be made on a monthly basis on or before the first (1st) day of each calendar month throughout the duration of the Term, without notice, demand, setoff or deduction and made payable to Landlord at the address provided in Section 7, which may change from time to time. If any payment due from Tenant shall remain overdue thirty (30) days after the due date, the payment due plus administrative charges shall bear interest at the rate of ten percent (10%) per annum. If any check given to Landlord for any payment is dishonored for any reason whatsoever attributable to Tenant, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees. The term "Rent" when used in this Lease shall include Base Rent and all forms of Additional Rent. For the purposes of this Lease, Tenant's Percentage Share shall be deemed to be a fraction, the numerator of which is the number of Parking Spaces (150 parking spaces), and the denominator of which shall be the total number of parking spaces within the Parking Garage (estimated to be 545 parking spaces) Landlord estimates that Tenant's Percentage Share will be approximately 27.52%, as may be adjusted based on the total number of parking spaces within the Parking Garage pursuant to the building permit for the Parking Garage. The parties agree that the estimated number of parking spaces and estimated percentage described in the previous sentence are not binding are intended only to provide an example of how Tenant's Percentage Share shall be calculated. After each year of the Term, Landlord shall provide Tenant with a reasonably detailed statement of the actual Operating Expenses for the prior year and Tenant's actual Percentage Share. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that the Landlord shall receive the entire amount actually owed by Tenant for Tenant's Percentage Share of the Operating Expenses for the prior year up to the amount of the Operating Expense Cap, but shall not exceed the amount of the Operating Expense Cap. Tenant shall receive a credit for any overpayments for the year on the next payment of the Additional Rent. Any payment adjustment owed by Tenant to Landlord will be due with the next payment of the Additional Rent. Tenant waives and releases any and all objections or claims relating to the actual Operating Expenses for any calendar year unless, within sixty (60) days after Landlord provides Tenant with the notice of the actual Operating Expenses, Tenant provides Landlord notice that it disputes the actual Operating Expenses. If Tenant disputes the actual Operating Expenses, Tenant shall continue to pay the Additional Rent in question to Landlord in the amount provided in the Operating Expenses (if a reoccurring expense) pending resolution of the dispute. Such dispute shall be resolved by hiring an independent auditor, whose fees shall not be on a contingency basis and whose fees shall be paid by Tenant, unless the audit discloses that Landlord's Operating Expense calculation was incorrect by more than seven percent (7%), in which case Landlord shall pay the cost of the independent auditor.

7. Notice. Any notice under the terms of this Lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postage-paid envelope or via express courier or other nationally recognized overnight delivery service and sent to the address(es) as set forth below:

If to Landlord: BB QOZ, LLC
c/o Affiliated Development
613 NW 3rd Ave., #104
Ft. Lauderdale, Florida 33311
Attention: Jeffrey Burns

With a copy to:	Kapp Morrison LLP 7900 Glades Rd., Suite 550 Boca Raton, Florida 33435 Attention: Lance Aker
If to Tenant:	Boynton Beach Community Redevelopment Agency Attn: CRA Director 100 East Ocean Avenue 4th Floor Boynton Beach, Florida 33435
With a copy to:	City of Boynton Beach, Florida Attn: City Manager 100 East Ocean Avenue Boynton Beach, Florida 33435

The address of either party may be changed upon giving at least fifteen (15) days' advance written notice of that change to the other party.

8. Landlord Rights. Landlord shall have the right to block off any or all of the Parking Garage, including the Parking Spaces, for purposes of repair or maintenance of the Parking Spaces. At no time will Landlord block of any Parking Spaces for more than ten (10) days without the prior written consent of Tenant, except as reasonably required to complete repair or maintenance of the Parking Spaces. Except in emergency circumstances, Landlord shall provide Tenant with not less than three (3) days' advance notice of the foregoing if Tenant's or the general public's access to the Parking Spaces will be prevented. Landlord shall have the unrestricted and exclusive right to utilize all parking spaces located within the Parking Garage other than the Parking Spaces ("Landlord's Parking Areas"). Tenant shall have no right to park within or utilize any portion of Landlord's Parking Areas. Landlord or its agents shall have the right to immediately remove, or cause to be removed, any car or vehicle of Tenant that may be parked in Landlord's Parking Areas, without any liability and without any advance notice to Tenant. Notwithstanding anything to the contrary set forth herein, Tenant hereby acknowledges and agrees that Landlord and its agents, employees, contractors, tenants, and licensees (collectively, the "Landlord Parties"), shall retain and have the unrestricted right to reasonably utilize those portions of the Parking Garage located around, adjacent to and surrounding the Parking Spaces, including without limitation, drive isles, ramping, pedestrian and handicap accessibility areas, back of house areas, stairwells, elevators and all other areas outside of the individual parking stalls for the Parking Spaces (collectively, the "Access Areas") for the purpose of vehicular and pedestrian ingress and egress to and from Landlord's Parking Areas so long as such use does not prevent access to the Parking Spaces. The Access Areas shall not include any area of the Parking Spaces. Tenant acknowledges and agrees that the foregoing right of the Landlord and Landlord Parties to reasonably utilize the Access Areas shall be irrevocable and remain in full force and effect throughout the duration of the Term (as the same may be extended) and Tenant shall have no right to claim constructive eviction by virtue of the Landlord's reasonable utilization of the Access Areas, notwithstanding the fact that such Access Areas may be located in close proximity to the Parking Spaces. Except as provided herein, Landlord shall include a provision in its residential leases prohibiting such tenants from parking within the Parking Spaces or otherwise use the Parking Spaces unless payment of the parking fees are made at the same rate as the general public utilizing the Tenant's Parking Spaces.

9. Landlord Covenants and Obligations. Landlord covenants that: (a) prior to the Lease Commencement Date, it will have fee title in the land of which the Project and Parking Garage will be substantially completed; and (b) upon performing all of its obligations hereunder, Tenant and general public

shall have access to the Parking Spaces and Access Areas for the Term (including any extension thereof) of this Lease, subject, nevertheless, to the terms and conditions of this Lease.

Except as specifically required herein of the Tenant with regards to the Parking Spaces, Landlord shall operate, manage, equip, light, repair and maintain, in a reasonably clean and safe manner, the Parking Garage, Parking Spaces and Access Areas and all facilities and fixtures, including without limitation roof, walls, ramps, electrical installations, elevators, fire and related alarms, lighting, landscaping, and doors in working condition and repair necessary for their intended purposes in a manner comparable to other similar parking garages in Palm Beach County, Florida, the cost of which maintenance, repairs and replacements shall be included in the Operating Expenses. The foregoing shall also include the Landlord providing janitorial services, waste and recycling removal, and pest control services throughout the Parking Garage, which service costs shall be included in the Operating Expenses. If a repair is needed within the Parking Garage, Tenant shall notify the Landlord in writing of the need for the repair, which notice Landlord shall acknowledge within three (3) business days of receipt of same, and Landlord shall use good faith to complete such repair in a timely manner, and the cost of such repair shall be included in the Operating Expenses. Notwithstanding anything to the contrary herein, Tenant shall promptly repair any damage to the Parking Spaces or Parking Garage caused by the Tenant or Tenant's agents, employees, contractors, licensees or invitees, at Tenant's sole cost and expense.

Landlord may, in its sole and absolute discretion, restrict the size, location, nature or use of the Access Areas as those Access Areas exist at the Lease Commencement Date.

Landlord shall be responsible for paying all utilities at the Parking Garage as of the Lease Commencement Date including without limitation water, sewer, stormwater, gas, solid waste and electricity for the Parking Garage, to the extent such utilities serve the Parking Garage, with Tenant paying to Landlord Tenant's Percentage Share of the utilities as Additional Rent when due. Tenant shall be responsible for paying all utilities exclusively necessary or separately metered for the Parking Spaces and management of the same (e.g., Tenant shall be responsible to install and pay for any electrical charges for parking meters it installs, including the cost of all power requirements necessary to service the electric vehicle charging stations). Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any Landlord utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord in its sole and absolute discretion.

10. Landlord's Liability. All Tenant's personal property placed or moved in the Parking Garage shall be at the Tenant's risk or the owner's risk thereof. Landlord shall not be liable for any damage to Tenant's personal property, or any other person's personal property, including, but not limited to, lost or stolen items, occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by the Landlord's willful intent or grossly negligent acts or omissions.

11. Insurance. Tenant shall, at its cost, procure and maintain and keep in force at all times thereafter during the Term the following insurance with respect to the Parking Spaces: (a) Commercial General Liability Insurance with contractual liability coverage for the Parking Spaces a single limit of $1,000,000 per occurrence; (b) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; (c) automobile liability insurance covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than $1,000,000 combined single limit for property damage and bodily injury; and (d) such other insurance as Landlord or any mortgagee may reasonably require and which is permitted by law. Prior to the Lease Commencement Date, Tenant shall deliver to Landlord copies of the aforementioned policies. Landlord shall maintain for the Term of this Lease (and any extension thereof) such insurance as is reasonably necessary and consistent with the insurance coverage provided by the owners of similar parking garages in Palm Beach County,

Florida, to provide coverage for the Landlord' operation and management of the Parking Garage and obligations as stated herein.

12. Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant fails to cure Tenant's breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; (c) Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant which is not otherwise dismissed within thirty (30) days of its filing; (d) Tenant transfers or assigns this Lease or subleases any of the Parking Spaces in violation of this Lease; (e) Tenant violates any of the Rules set forth in Section 22, as the same may be amended or modified from time to time, and thereafter fails to cure such violation within thirty (30) days after receipt Landlord's notice thereof; or (f) Tenant uses the Parking Spaces and/or the Parking Garage for any reason other than the Permitted Use (as defined in Section 14, below) and Tenant fails to cease such use within thirty (30) days receipt of Landlord's notice thereof. Notwithstanding anything to the contrary, in the event any Event of Default necessitates emergency action as reasonably determined by Landlord, then the foregoing 30-day time period shall not apply and Landlord shall have the option (but not the obligation) to immediately cure such Event of Default.

Each of the following shall be an "Event of Default" under this Lease: (a) Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant.

If the Tenant's or Landlord's Event the Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter diligently proceeds with the curing of the default.

13. Remedies. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may:

(a) Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Tenant to Landlord within thirty (30) days of rendition of a bill or statement to Tenant therefor together with reasonable supporting documentation).

(b) Cure such Event of Default, and if Tenant, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Landlord to Tenant within thirty (30) days of rendition of a bill or statement to Landlord therefor (together with reasonable supporting documentation).

Notwithstanding anything to the contrary set forth above, all rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity.

14. Permitted Use.

(a) Tenant may use the Parking Spaces only for the parking of cars, motorcycles and other ordinary passenger vehicles (including pick-up trucks, vans and sport utility vehicles) by members of the general public, by Tenant and by the City of Boynton Beach, and Tenant may charge the general public

for said parking (the "Permitted Use"). The City of Boynton Beach's and Tenant's use of the Parking Spaces to store or deploy vehicles in and from the Parking Garage during hurricanes, weather events, and other emergencies shall be considered part of the Permitted Use. Tenant shall have the right to determine the time(s) and manner in which the Parking Spaces may be used. In no event shall Tenant cause or permit the City of Boynton Beach to park any vehicles owned or maintained by the City of Boynton Beach within the Parking Garage which are used in connection with the City of Boynton Beach's transportation or storage of any Hazardous Materials (as defined below). In no event shall Tenant use or promote the use of the Parking Spaces for any use or purpose other than the Permitted Use. Along with the use of the Parking Spaces, subject to the terms and conditions of this Lease and the reasonable rules and regulations promulgated by Landlord, Landlord hereby grants Tenant and its agents, employees, contractors, guests, tenants, licensees, invitees, and customers (collectively, the "Tenant Parties"), at no cost or expense to any of the foregoing parties, the non-exclusive right to utilize the Access Areas. Landlord acknowledges and agrees that the foregoing right of the Tenant and Tenant Parties to reasonably utilize the Access Areas shall remain in full force and effect throughout the duration of the Term (as the same may be extended). Tenant represents and warrants to Landlord that throughout the duration of the Term of this Lease, Tenant shall: (i) use its commercially reasonable efforts and good faith to monitor and control the Parking Spaces to ensure that the Parking Spaces are being utilized solely for the Permitted Use; (ii) not interfere with or diminish the use of the Parking Garage by the Landlord or any Landlord Parties or others properly utilizing the Parking Garage; (iii) take commercially reasonable measures to prohibit littering, loitering, any unauthorized signage/postings, loud music, unauthorized sale of goods, unauthorized disposing of food or garbage, and unauthorized storage of any vehicle or personal property (other than may be approved by Landlord in writing) within the Parking Spaces or Access Areas; and (iv) adopt and implement enforcement measures in furtherance of the foregoing, consistent with the terms and conditions of this Lease; provided that, the Tenant shall not have and shall not be required to have any person on site to comply with the foregoing. For the purposes of this Section 14, "Hazardous Materials" shall mean any petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, mold, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "toxic substances," "pollutants," "contaminants" or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any applicable legal requirements relating to the injury to, or the pollution or protection of human health and safety or the "environment" (which term shall mean any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments, and biota). For the avoidance of doubt, the parking of cars, motorcycles and other ordinary passenger vehicles that are not used to transport Hazardous Materials shall not be deemed a breach of this Section 14.

(b) Anything in this Lease to the contrary notwithstanding, this Lease, including but not limited to the obligations as to Parking Spaces being designated for use by the public, does not affect or impact the Parking Code requirements of the City of Boynton Beach. Without limiting the generality of the foregoing statement, it is acknowledged, understood and agreed that Tenant will not object to the Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the Project with the code requirements of the City of Boynton Beach.

15. Liens. The interest of Landlord in the Parking Spaces and the Parking Garage shall not be subject in any way to any liens for any work, materials, improvements or alterations to the extent such work, materials, improvements or alterations are furnished or made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Parking Spaces or the Parking Garage for work, materials, improvements or alterations claimed to have been furnished to, or made by Tenant, Tenant shall cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within forty-five (45) days after notice to

Tenant. The foregoing shall not apply to work, materials, improvements or alterations required to be furnished, made by, or on behalf of the Tenant by the Landlord under the terms of this Lease.

16. Subordination. Tenant agrees to reasonably negotiate and execute a subordination, non-disturbance and attornment agreement with Landlord's first mortgage lender within forty-five (45) days of Landlord's written request of the same. Prior to the Lease Commencement Date, the Tenant agrees to review any request of the Landlord's first mortgage lender to alter a provision herein and, the Tenant's Executive Director, shall administratively amend this Agreement (without requirement of Tenant's Board's further approval) as may be reasonably required by such lender, provided that such amendment does not pertain to or impact any material term of this Lease and is for the purpose of complying with the lender requirements in order to effectuate a financial closing. If any required amendment by the lender would have a material effect on the terms and conditions set forth in this Lease, then such amendment shall require Tenant's Board's approval, not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, the term "material term" shall include all terms and provisions reasonably deemed material by the Tenant's Attorney or Tenant's Board at the time such request for amendment is made.

17. Assignment/Sublet. Tenant shall not assign this Lease or license or sublet all or any portion of the Parking Spaces without the prior written consent of Landlord, which consent will not unreasonably be withheld. Notwithstanding the foregoing, subject to the terms and conditions of this Lease, Tenant shall have the right, without Landlord's prior written consent, to sell individual daily, weekly, or monthly parking passes to the general public for the use of the Parking Spaces for use consistent with the Permitted Use set forth in this Lease (each a "Parking Pass"). Each Parking Pass and all rights of the parties thereunder shall be subject to and subordinate to this Lease. Upon request from Landlord, Tenant shall promptly provide a list of any and all holders of any Parking Pass and the effective period of such Parking Pass. Prior to substantial completion of the Parking Garage, this Lease may be assigned, without the prior written consent of Tenant, by Landlord to an entity that is managed by Landlord's key principals, Jeff Burns and Nicholas Rojo. After substantial completion of the Parking Garage, Landlord shall have the right to assign or sublease this Lease to any third party without the consent of Tenant, provided that such assignment may only be an assignment or sublease of the whole Lease, and notice of such assignment or sublease shall be provided to Tenant within thirty (30) days o same. Tenant may assign this Lease at any time to the City of Boynton Beach without Landlord's prior written consent; provided, however, that Tenant and the City of Boynton Beach shall provide notice of any such assignment. Landlord expressly permits Tenant, at Tenant's sole cost and expense, to engage another entity to manage the Tenant's parking operations (including metering, electric vehicle charging, and other management related to improvements to Parking Spaces).

18. Alterations.

(a) By Landlord. Landlord may modify, alter or change the Parking Garage in any manner or in any fashion as deemed advisable by Landlord, in its sole discretion; provided such modification, alterations or change does not materially and adversely impact the Tenant's access to and/or use of the Parking Spaces or non-exclusive use of the Access Areas. Landlord may place parking identification signs or such other signage as deemed advisable by Landlord, in its sole discretion. All alterations by Landlord must comply with applicable law, Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

(b) By Tenant. Tenant shall not make any improvements, modifications or alterations to the Parking Spaces or the Parking Garage that affect the Parking Garage structure, or the mechanical, electrical, plumbing, utility or fire safety systems in the Parking Garage structure, whether temporary or permanent, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant, at its own expense, may make nonstructural alterations or additions to the Parking Spaces with the consent of Landlord, which consent shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing, subject to the express terms and

conditions set forth below, Tenant shall, at Tenant's sole cost and expense, install certain removable fixtures, such as parking meters, electronic vehicle charging stations, safety monitoring equipment, and signage within the Parking Spaces as deemed reasonably necessary or desirous for Tenant's operation of the Parking Spaces or other signage in the Access Areas in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably delayed (the "Permitted Alterations"). Landlord may withhold its approval to any Permitted Alterations in the event that Landlord reasonably determines that the proposed Permitted Alteration: (i) may impede or otherwise impair Landlord's operation of the Parking Garage or diminish the value of the Parking Garage; (ii) may not be easily removed or may otherwise cause damage or defacement to the Parking Garage upon installation, operation, or removal; (iii) may measurably increase Landlord's liability or insurance premiums for the Parking Garage (unless Tenant agrees to pay such measurable increase); (iv) is otherwise inconsistent with the standards for other similarly situated or comparable parking garages in Palm Beach County, Florida; (v) includes a structural alteration; (vi) includes an exterior change outside the Parking Spaces and Access Areas or change to the exterior of the Parking Garage (except for exterior signage indicating public parking at the Parking Garage in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed); or (vii) is not in compliance with applicable law. Landlord specifically agrees that the installation of parking meters at all Parking Spaces and 17 electric vehicle charging stations by Tenant shall be permitted, and Landlord shall design and construct the Parking Garage to provide the estimated electrical transformer capacity for same. Prior to Tenant's commencement of the installation of any Permitted Alterations, Tenant shall provide Landlord with: (i) plans, specifications, and proposed renderings of the Permitted Alterations; and (ii) Tenant's proposed contractor to be engaged in connection with the installation of the Permitted Alterations. Tenant's plans, specifications, renderings, and proposed contractor shall be subject to Landlord's prior review and approval consistent with the foregoing. All improvements, modifications or alterations by or on behalf of Tenant (including Permitted Alterations) shall be fully coordinated with Landlord and all such improvements, modifications or alterations shall be done in a good and workmanlike manner, lien free, and in accordance with applicable law. Tenant shall keep Landlord reasonably apprised of the status of installation. Any damage to any part of the Project that occurs as a result of any improvements, modifications or alterations by or on behalf of Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord. In all events, prior to the commencement of the installation of any Permitted Alterations or other permitted improvements, modifications, or alterations by or on behalf of Tenant, Tenant's contractor shall provide Landlord with a copy of its insurance policy which shall meet the criteria set forth in Section 11, above, and which shall name Landlord and Landlord's mortgagee as additional insureds and shall be evidenced by endorsement. Tenant, at Tenant's option, shall have the right to remove any and all Permitted Alterations or other permitted alterations, modifications, or improvements made by or on behalf of Tenant and replace same with similar quality, purpose and functionality. Notwithstanding the foregoing, at the time that any Tenant's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall not be permitted to remove any such Permitted Alterations or other permitted alterations, modifications or improvements unless Landlord requires removal thereof; however, at the time that any Landlord's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall have the right to remove any such Permitted Alterations or other permitted alterations, modifications or improvements provided that (i) such right is exercised within forty-five (45) days after the expiration of the applicable cure period and (ii) Tenant repairs any damage caused by such removal and restores the Parking Spaces to the condition that existed prior to the installation of the Permitted Alterations, ordinary wear and tear excepted. In the event Tenant is entitled or required to remove such Permitted Alterations or other alterations, modifications or improvements, then prior to the expiration or earlier termination of the Term (or as may be extended), Tenant, at Tenant's sole cost and expense, shall remove, or cause to be removed, each of the Permitted Alterations or other alterations, improvements or modifications, and repair, or cause to be repaired, all damage resulting therefrom with reasonable wear and tear excepted. Tenant shall cause all Permitted Alterations, as applicable, to be separately metered at Tenant's sole cost and expense, and Tenant shall pay directly to the utility provider all amounts due and payable in connection with the use and installation of such Permitted Alterations, including, without limitation, usage fees, tap-in fees, and meter installation costs. All alterations

by Tenant must comply with Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

19. Holdover Rent. Tenant shall be liable to Landlord for all damages in the event Tenant holds over beyond the expiration of the Term that Landlord may suffer by reason of any holding over by Tenant.

20. Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH OR ARISING FROM THIS LEASE.

21. Broker. The parties each represent and warrant to the other that no real estate broker, salesman, finder or agent was involved in the procurement or negotiation of this Lease.

22. Rules and Regulations. Tenant shall at all times abide by any rules and regulations ("Rules") for use of the Parking Garage, including the Parking Spaces, that Landlord or Landlord's garage operator reasonably establishes from time to time, so long as such rules and regulations do not unreasonably interfere with the Permitted Use of the parking spaces, and otherwise agrees to use the Parking Garage and the Parking Spaces in a safe and lawful manner that does not interfere with or diminish the Parking Garage by Landlord's other tenants. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Garage, including the Parking Spaces, from time to time including any key-card, sticker or other identification or entrance system; provided that, such adoption, modification, and enforcement does not materially and adversely affect Tenant's and the general public's access to the Parking Spaces and Access Areas, materially interfere with the Permitted Use of the Parking Spaces, or materially increase Tenant's Percentage Share unless such modification is required by an applicable law. If the Rules are reasonably posted at the Parking Garage, Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, including the Parking Spaces, and any violation of the Rules shall subject the car to removal from the Parking Garage and the Parking Spaces. If Tenant violates any of the Rules and such violation continues for or is not cured within five (5) days following notice from Landlord then, in addition to all other rights and remedies available to Landlord at law, in equity, and under this Lease, Landlord shall have the right to remove from the Parking Garage, including the Parking Spaces, any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability for any damages caused to such vehicle in connection with such removal.

23. Casualty and Condemnation. If, during the Term (as the same may be extended), the Parking Garage or any portion thereof, including, but not limited to, the Parking Spaces, shall be condemned, taken by eminent domain, materially damaged or destroyed by fire or other casualty, then Tenant shall have the option to terminate this Lease upon written notice to Landlord whereupon this Lease shall immediately terminate and be deemed of no further force and effect and Landlord and Tenant shall be released of all obligations and liabilities arising after such termination (except for such obligations and liabilities expressly identified herein as surviving the termination of this Lease); provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event Tenant does not exercise the foregoing termination option, then Landlord shall forthwith commence to restore the Parking Garage, including the Parking Spaces, to working condition, and during such restoration period Rent shall be wholly abated; provided, however, Landlord shall only be obligated to restore the Parking Garage to the extent that Landlord actually receives insurance proceeds or condemnation awards sufficient to enable such restoration. Regardless of whether Landlord receives such insurance proceeds, if Landlord: (i) fails to restore the Parking Garage within two (2) years after the

occurrence of such casualty; and (ii) Tenant's access to and use of the Parking Spaces is materially and adversely impacted, then Tenant shall have the right to terminate this Lease upon thirty (30) days' notice to Landlord, in which case Landlord shall select one of the following options to compensate Tenant for the loss of public parking: (i) provide 150 spaces within Tenant's jurisdiction and within half of one mile of the Parking Garage; (ii) make payment to Tenant for the cost to Tenant of replacing 150 spaces for the remainder of the Term within Tenant's jurisdiction and within half of one mile of the Parking Garage less the amount of net revenue Tenant has collected from the Parking Spaces (including, without limitation, from parking meters, charging stations or event parking), (iii) with Tenant's consent, transfer ownership of the parcel of property upon which the Parking Garage is/was located to Tenant, or (iv) such other compensation as the parties may mutually agree. If any portion of the Parking Garage (including any fixtures, equipment and personal property therein) or any Parking Space is damaged or destroyed due to any act or omission of Tenant, Tenant shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

24. Binding Effect. This Lease is binding on the parties and their heirs, legal representatives, successors and permitted assigns, subject to the limitations set forth herein.

25. Recitals. The Recitals at the beginning of this Lease are incorporated herein as true and correct statements and binding on the parties.

26. Recording. A memorandum of this Lease may be recorded in the public records of Palm Beach County, Florida.

27. Sales Tax Exemption. Notwithstanding anything to the contrary set forth in this Lease, so long as Tenant obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Landlord contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall be exempted from paying sales tax under this Lease. Tenant shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Landlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Tenant's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, Tenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by Tenant under this Lease for any reason whatsoever, then Tenant shall be liable for all sales taxes due under this Lease and shall promptly remit same to Landlord. Tenant may, upon written notice to Landlord, request that Landlord contest any such taxes, assessments and other charges that Tenant reasonably determines, in its good faith judgment, are not appropriate or applicable Landlord may elect, but shall not be obligated, to accept any request by Tenant to contest such taxes, assessments and/or other charges. In the event Landlord elects to accept Tenant's request, Tenant shall reimburse Landlord for all actual costs and expenses incurred by Landlord in connection with contesting such taxes, assessments and/or other charges on Tenant's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Landlord's written demand therefor. Notwithstanding any pending tax or assessment contest, Tenant shall be obligated to pay, when and as due under this Lease, all taxes, assessments or other charges so contested. Tenant's obligation to pay any taxes, assessments and/or other charges under this Lease shall not be contingent upon the resolution of any such tax contest. Landlord shall provide the Tenant with a credit for all taxes, assessments and other charges which are awarded to Landlord in such tax contest to the extent applicable to Tenant's Percentage Share.

28. Entire Agreement and Severability. This Lease contains the entire agreement between the parties hereto regarding the Parking Garage and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out

of, or in any way connected with this Lease shall be Palm Beach County, Florida. If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

29. Force Majeure. If by reason of Force Majeure, it is impossible for the Landlord or Tenant in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein (except for the payment of monies or Rent), the Landlord or Tenant shall not be deemed in breach of its obligations during the continuance of such Force Majeure event. Such Force Majeure event does not affect any obligations of the Landlord or Tenant other than the timing of performance of such obligations. The term "Force Majeure" as used herein means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials, epidemics (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), epidemics, pandemics (such as COVID-19 and variations thereof), disease, quarantine restrictions, freight embargoes, fire or other casualty, lightning, hurricanes, earthquakes, tornadoes, floods, abnormal and highly unusual inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Lease; or acts, or failure to act, of any governmental authority.

30. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Palm Beach County's public health unit.

31. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

32. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

33. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

34. Public Entity Crimes. As provided in section 287.133, Florida Statutes, by entering into this Lease or performing any of its obligations and tasks in furtherance hereof, Landlord certifies that, to its knowledge, it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133 (3)(a), Florida Statutes.

35. Palm Beach County Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Tenant contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant and its agents in order to ensure compliance with Lease requirements and detect corruption and fraud. Failure to cooperate to the extent required by applicable law with the reasonable requests of the Inspector General or intentionally interfering with or impeding any investigation may result in sanctions or penalties as set forth in the Palm Beach County Code.

36. Exclusion of Third Party Beneficiaries. No provision of this Lease 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 Lease, including but not limited to any citizens, residents or employees of the Landlord or Tenant.

37. Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

38. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

39. Compliance. Each of the parties agrees to perform its responsibilities under this Lease in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Lease. Landlord shall at all times have the proper business licenses required of the City of Boynton Beach for the operation and leasing of the Parking Garage. Tenant warrants and covenants to Landlord that it shall not perform any act (or refrain from performing any act) within the Parking Garage that would jeopardize, rescind, or invalidate the validity of the applicable business licenses required for the operation and leasing of the Parking Garage. In furtherance of the foregoing, Tenant agrees that it shall promptly cooperate, assist and act in good faith with Landlord in order to facilitate Landlord's obtaining and maintaining all required business licenses requested by Landlord for the operation of the Parking Garage and shall not take any action or inaction to prevent such licenses from being issued, rescinded or revoked. Subject to Tenant's foregoing covenants, Landlord is solely responsible for obtaining all applicable governmental approvals related to the operation of the Parking Garage; provided, however, Tenant shall be responsible to obtain all permits and governmental approvals related to its use of the Parking Spaces and any permitted alterations or improvements undertaken by or on behalf of Tenant (including the Permitted Alterations).

40. Joinder. By its Joinder hereto, the City hereby acknowledges that upon the dissolution of the Boynton Beach Community Redevelopment Agency, the City shall automatically become the Tenant and shall have all rights and obligations as provided in this Lease as if City were the original Tenant in this Lease, which all Parties hereby expressly acknowledge, submit to, and agree.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of this 8th day of July, 2022.

LANDLORD:

BB QOZ, LLC,
a Florida limited liability company

By: _____
Print Name: ~~Jeffrey Burns~~ Nicholas Rojo
Its: Manager

WITNESSES:

_____ (1)
Print Name: William C. Coates

WITNESSES:

_____ (2)
Print Name: Sara McAllister

TENANT:

THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ty Penserga, Board Chair

Witness:

_____
Print Name: _____

Approved for legal sufficiency:

By: _____
, CRA Attorney

Approved for financial sufficiency:

By: _____
, Financial Services Director

JOINDER PARTY

THE CITY OF BOYNTON BEACH

By: _____ By: _____

Print : _____ Witness: _____

Approved for legal sufficiency:

By: _____
Michael Cirullo, City Attorney

Approved for financial sufficiency:

By: _____
, Financial Services Director

01673347-4 259421v3
259421v4

EXHIBIT A

Property Description

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

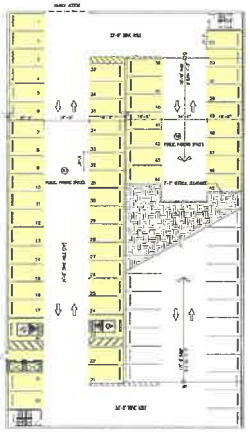
Physical Address: 529 E. Ocean Ave., Boynton Beach, FL

Parcel #: 08434528030060120

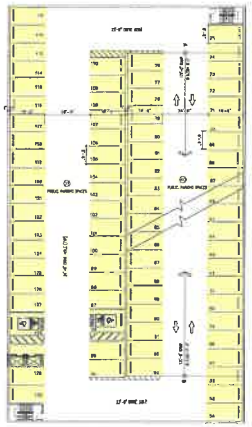
Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

EXHIBIT B

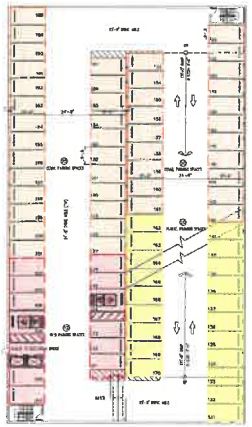
Parking Garage Floor Plan



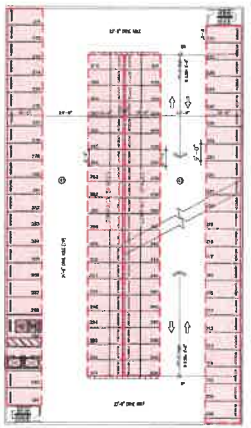
LEVEL 1 (53 sp)



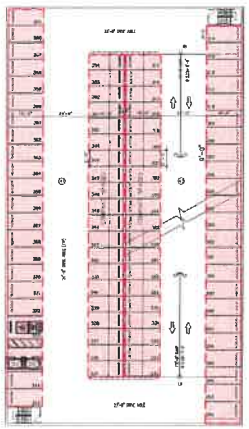
LEVEL 2 (77 sp)



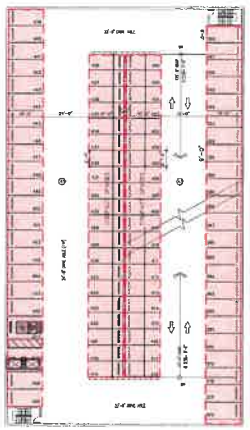
LEVEL 3 (77 sp)



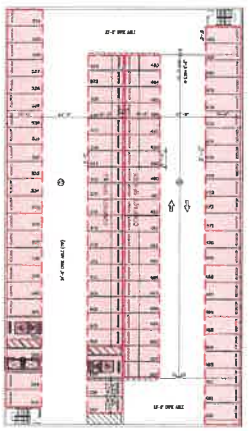
LEVEL 4 (64 sp)



LEVEL 5 (64 sp)



LEVEL 6 (94 sp)



LEVEL 7 (86 sp)

COLOR CODE LEGEND

- PUBLIC PARKING SPACES (Floors 1-3) = 150 spaces
- COMMERCIAL PARKING SPACES (Floor 3) = 45 spaces
- RESIDENTIAL PARKING SPACES (Floor 3-7) = 350 spaces

TOTAL= 545 spaces

NORTH

GARAGE FLOORS

SCALE: 1" = 30'-0"

2022.02.08

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BY

THE PIERCE
FOR:
AFFILIATED DEVELOPMENT
LOCATED AT:
BOYNTON BEACH, FLORIDA

BEATRIZ M. HERNANDEZ
AR0014376

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AA26003893
5996 SW 74th COURT
SUITE 114
MIAMI, FLORIDA 33156
(305) 273-9911

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DRAWN
DATE 01/29/2021
SCALE AS SHOWN
JOB NO. 2024.PRJ

SHEET TITLE:
GARAGE FLOORS

SHEET NUMBER:
GA-2.1.1

RESOLUTION NO. R22-090

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE PARKING LEASE AGREEMENT BETWEEN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AND BB QOZ, LLC (AFFILIATED DEVELOPMENT, LLC) AS A JOINDER PARTY FOR 150 PUBLIC PARKING SPACES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 7, 2022 the Boynton Beach Community Redevelopment Agency Board approved the Purchase and Development Agreement, the Tax Increment Revenue Funding Agreement (TIRFA), and the Parking Lease Agreement between the Boynton Beach Community Redevelopment Agency and Affiliated Development, LLC for the 115 North Federal Highway infill mixed use redevelopment project; and

WHEREAS, it is necessary for the City of Boynton Beach to approve and execute the Parking Lease Agreement as a Joinder Party because in 2044 at the sunset of the Boynton Beach Community Redevelopment Agency, the City of Boynton Beach will automatically assume the lease agreement; and

WHEREAS, the Parking Lease Agreement will provide for one hundred and fifty (150) additional public parking spaces in the downtown/TOD area; 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 Parking Lease Agreement between the Boynton Beach Community Redevelopment Agency and BB QOZ, LLC (Affiliated Development, LLC) as a joinder party for 150 public parking spaces.

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 Parking Lease Agreement between the Boynton Beach Community Redevelopment Agency and BB QOZ, LLC (Affiliated Development, LLC) as a joinder party for 150 public parking spaces. A copy of the Parking Lease Agreement is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 5th day of July, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesús, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

R22-090

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), is made and entered into this 5th day of July, 2022, by and between BB QOZ, LLC, a Florida limited liability company, ("Landlord"), and The Boynton Beach Community Redevelopment Agency (BBCRA), a public agency created pursuant to Chapter 163, Part III of the Florida Statutes ("Tenant").

WITNESSETH:

WHEREAS, the Landlord has a contract to purchase property generally located at: (i) 508 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435; (ii) NE 4th Street, Boynton Beach, Florida 33435; (iii) NE 1st Avenue, Boynton Beach, Florida 33435; (iv) 115 N. Federal Highway, Boynton Beach, Florida 33435; (v) 511 E. Ocean Avenue, Boynton Beach, Florida 33435; (vi) 515 E. Ocean Avenue, Boynton Beach, Florida 33435; and (vii) 529 E. Ocean Avenue, Boynton Beach, Florida 33435, all of which are located within the corporate limits of the City of Boynton Beach, as more particularly described by the legal description attached hereto as **Exhibit A** (collectively the "Property"); and

WHEREAS, the Landlord intends to construct a mixed-use, transit-oriented development containing a mixed-income workforce housing rental apartment building with a minimum of 236 rental units available to various affordability ranges, a minimum of 16,800 square feet of commercial space (e.g. restaurant, retail, and office), and 150 designated public parking spaces in the Parking Garage (hereinafter defined) (the "Project"); and

WHEREAS, Tenant has provided property valued at approximately $5.51 million in exchange for the dedicated parking; and

WHEREAS, the Landlord and the Tenant have entered into a Tax Increment Revenue Funding Agreement and Purchase and Development Agreement (other Agreements) wherein the Tenant is providing certain economic development incentives to develop the Project; and

WHEREAS, the Tenant recognizes the positive impact that the Project will bring to the City of Boynton Beach including the provision of additional parking facilities; and

WHEREAS, the Landlord and Tenant desire to enter this Lease to provide 150 parking spaces located in the Parking Garage, in addition to the parking spaces Landlord reasonably calculates Landlord will require for the commercial and residential portions for the Project, for the use by the general public for enhancement of the downtown in furtherance of Tenant's 2016 Community Redevelopment Plan, as set forth below; and

WHEREAS, this Lease does not impact or affect City of Boynton Beach Parking Code requirements; however Tenant will not object to Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the residential and commercial uses of the Project with the minimum code requirements of the City of Boynton Beach; and

WHEREAS, the Tenant, as the BBCRA, has determined and hereby finds that this Lease promotes economic development in the CRA Area and, as such, is in the best interests of the BBCRA and furthers the 2016 Boynton Beach Community Redevelopment Plan.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the sufficiency of which is acknowledged by both parties, the Landlord and Tenant covenant and agree as follows:

1. Incorporation. The recitals above are hereby incorporated herein as if fully set forth.

2. Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described parking spaces (the "Parking Spaces") to be utilized exclusively by Tenant for the Permitted Use (as defined in Section 14 below):

The one hundred fifty (150) parking spaces shall be located within the parking structure to be constructed to be constructed at NE 4th Street, Boynton Beach, Florida 33435 and NE 1st Avenue, Boynton Beach, Florida 33435 (the "Parking Garage") in the locations designated as "Parking Spaces" on **Exhibit B** attached hereto and made a part hereof. The location of the Parking Spaces may not be changed by Landlord without the prior written consent of the Tenant, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant take into consideration whether such location change will negatively impact public access and the number of times the location has been changed. Landlord shall provide notice to Tenant at least 14 days prior to the Parking Spaces being relocated, and Landlord shall bear the actual, reasonable and verifiable costs (excluding any Tenant overhead costs), if any, of relocating the Parking Spaces, including any costs associated with moving parking meters, electric vehicle chargers, or other similar items. Landlord shall not move Tenant in any manner that will reduce Tenants ability to use parking meters, provide electric vehicle chargers, or other similar items. At no time shall the total Parking Spaces be less than one hundred fifty (150), and Landlord shall use commercially reasonable efforts to keep the Parking Spaces generally contiguous. At no time shall the Parking Spaces be located on any level higher than level 3 of the Parking Garage, except as may be set forth on the approved site plan for the Project and with the consent of Tenant. Tenant and the general public shall be entitled to use the Parking Spaces 24 hours a day, 7 days a week, every day of the year (the "Business Hours"). Tenant and the general public shall also have the right to utilize on a non-exclusive basis, together with any other users of the Parking Garage, restroom facilities (if any exist) of the Parking Garage, as well as the common areas located only on the floors of the Parking Garage where the Parking Spaces are located, for their intended purposes consistent with the Permitted Use so long as such use shall not unreasonably interfere with the use of such areas by Landlord or other users of the Parking Garage. The use by Tenant and the general public of the Parking Spaces shall be subject to the terms and conditions of this Lease and Tenant shall require the general public to abide by the applicable rules and regulations governing use of the Parking Garage. Tenant or its agents shall have the right to immediately remove, or cause to be removed, any unauthorized car or vehicle parked in the Parking Spaces without any liability and without any advance notice to Landlord.

If Landlord later determines that Landlord's (or other Project tenants') intended use of the parking garage requires additional spaces, Landlord may request to allocate some of the Parking Spaces towards such intended use. Tenant has sole and absolute discretion as to whether to approve or deny such request, in whole or in part, and may place conditions on such use. It is anticipated that in the event Tenant approves such request, Tenant will nonetheless retain the ability to use those reallocated parking spaces during events hosted or supported by Tenant. Tenant shall not pay Rent on any spaces that have been reallocated.

3. Term; Construction of Parking Garage; Definitions.

(a) The term of this Lease (the "Term") shall be twenty-five (25) years, with three (3) automatic 25-year extensions unless earlier terminated by Tenant pursuant to written notice to Landlord at least 4 weeks prior to termination. The Term shall commence on the date that Landlord and Tenant mutually agree in writing that Tenant (and the public) may begin occupying the Parking Spaces, which date shall not occur before construction of the Parking Garage has been substantially completed (as defined below) and the public may begin accessing the Parking Spaces (the "Lease Commencement Date").

(b) The Parking Garage shall be constructed by the Landlord in accordance with the permitted set of plans for which a building permit is issued by the appropriate governing authority, which

plans shall be based upon the Parking Garage Floor Plan attached hereto as **Exhibit B**. In the event of any conflict between this Lease (including **Exhibit B**) and the permitted set of plans, the permitted set of plans shall govern and control. Landlord shall provide notice to Tenant of any significant changes to the Parking Garage Floor Plan from what is depicted in **Exhibit B**.

(c) The term "substantially completed" shall mean and refer to the date a temporary certificate of occupancy or certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage.

(d) The "Effective Date" of this Lease is the date after it has been fully executed by Landlord and Tenant.

4. Base Rent. The property provided by Tenant valued at approximately $5,510,000, together with Tenant's compliance with the terms and conditions of this Lease, shall constitute sufficient consideration for Tenant's use of the Parking Spaces during the term of this Lease. Consequently, for the purposes of this Lease, the term "Base Rent" shall be understood to be rent in the amount of $0.00, but the $0.00 amount of rent shall not affect the validity of this Lease.

5. Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent and include applicable sales tax (unless exempt) ("Additional Rent"). In addition to Base Rent, as set forth in Section 4 above, Tenant shall be obligated to pay, as Additional Rent, Tenant's Percentage Share (as defined in Section 6, below) of Operating Expenses (as hereinafter defined), plus applicable sales tax (unless exempt), to be a set rate established once per year, which shall be subject to reconciliation as set forth in Section 6 hereof. For the first (1st) year of the Term, the amount of Operating Expenses paid by Tenant shall not exceed fifty dollars ($50.00) per space per month (the "Operating Expense Cap"). The Operating Expense Cap shall increase by the increase in the Consumer Price Index for All Urban Consumers published by the U. S. Bureau of Labor Statistics annually, and the Operating Expense Cap shall terminate and be of no further force and effect at the expiration of the twentieth (20th) year of the Term. Any increase in rent will become effective October 1, provided however that in order for such increase to be effective, Landlord will provide Tenant notice of the increased rental rate no later than April 1 of that year. In no instance may the Landlord increase the Rent more than one per year. For the purposes of this Lease, "Operating Expenses" shall mean all reasonable actual costs and expenses solely and directly attributed to and incurred by Landlord in owning, maintaining, insuring, and repairing the Parking Garage, including, without limitation, all common areas thereof after the Lease Commencement Date, which costs and expenses shall include, but shall be limited to, security, parking systems, cleaning, trash collection and disposal, utilities, maintenance and repairs of all elements of the Parking Garage, pest control, fire safety systems, all insurance costs incurred by Landlord with respect to insurance policies maintained by Landlord with respect to the Parking Garage, industry standard management fees, license fees, maintenance, repair and operational supplies, the costs of fabricating, installing and maintaining signage, landscaping, administrative and industry standard professional costs, permitted capital expenditures, industry standard repair and replacement reserves in connection with any of the foregoing items and ad valorem and non-ad valorem real estate taxes, assessments and fees attributable to or otherwise applicable to the Parking Garage. Operating Expenses do not include salary, benefits, or bonuses of Landlord's employees or officers; or other expenses not directly related to the operation of the Parking Garage. In the event any surcharge or regulatory fee is at any time imposed by any governmental authority for parking spaces within the Parking Garage, Tenant shall pay Tenant's Percentage Share (as defined below) of such surcharge or regulatory fee to Landlord as Additional Rent, payable as set forth in this Section 5. Notwithstanding the foregoing, Tenant shall pay one hundred percent (100%) of the costs and expenses solely and directly related to the Parking Spaces only (as opposed to costs and expenses that relate to the Parking Garage generally, which are billed as Operating Expenses), including, but not limited to, parking meters or parking systems (such as pay

stations or pay-by-phone stations), electrical vehicle charging stations, signage and safety monitoring specific to the Parking Spaces.

6. Payment of Additional Rent; Tenant's Percentage Share. Additional Rent (together with applicable sales tax unless exempt) shall be due and payable Payment shall be made on a monthly basis on or before the first (1st) day of each calendar month throughout the duration of the Term, without notice, demand, setoff or deduction and made payable to Landlord at the address provided in Section 7, which may change from time to time. If any payment due from Tenant shall remain overdue thirty (30) days after the due date, the payment due plus administrative charges shall bear interest at the rate of ten percent (10%) per annum. If any check given to Landlord for any payment is dishonored for any reason whatsoever attributable to Tenant, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees. The term "Rent" when used in this Lease shall include Base Rent and all forms of Additional Rent. For the purposes of this Lease, Tenant's Percentage Share shall be deemed to be a fraction, the numerator of which is the number of Parking Spaces (150 parking spaces), and the denominator of which shall be the total number of parking spaces within the Parking Garage (estimated to be 545 parking spaces) Landlord estimates that Tenant's Percentage Share will be approximately 27.52%, as may be adjusted based on the total number of parking spaces within the Parking Garage pursuant to the building permit for the Parking Garage. The parties agree that the estimated number of parking spaces and estimated percentage described in the previous sentence are not binding are intended only to provide an example of how Tenant's Percentage Share shall be calculated. After each year of the Term, Landlord shall provide Tenant with a reasonably detailed statement of the actual Operating Expenses for the prior year and Tenant's actual Percentage Share. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that the Landlord shall receive the entire amount actually owed by Tenant for Tenant's Percentage Share of the Operating Expenses for the prior year up to the amount of the Operating Expense Cap, but shall not exceed the amount of the Operating Expense Cap. Tenant shall receive a credit for any overpayments for the year on the next payment of the Additional Rent. Any payment adjustment owed by Tenant to Landlord will be due with the next payment of the Additional Rent. Tenant waives and releases any and all objections or claims relating to the actual Operating Expenses for any calendar year unless, within sixty (60) days after Landlord provides Tenant with the notice of the actual Operating Expenses, Tenant provides Landlord notice that it disputes the actual Operating Expenses. If Tenant disputes the actual Operating Expenses, Tenant shall continue to pay the Additional Rent in question to Landlord in the amount provided in the Operating Expenses (if a reoccurring expense) pending resolution of the dispute. Such dispute shall be resolved by hiring an independent auditor, whose fees shall not be on a contingency basis and whose fees shall be paid by Tenant, unless the audit discloses that Landlord's Operating Expense calculation was incorrect by more than seven percent (7%), in which case Landlord shall pay the cost of the independent auditor.

7. Notice. Any notice under the terms of this Lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postage-paid envelope or via express courier or other nationally recognized overnight delivery service and sent to the address(es) as set forth below:

If to Landlord: BB QOZ, LLC
c/o Affiliated Development
613 NW 3rd Ave., #104
Ft. Lauderdale, Florida 33311
Attention: Jeffrey Burns

With a copy to:	Kapp Morrison LLP 7900 Glades Rd., Suite 550 Boca Raton, Florida 33435 Attention: Lance Aker
If to Tenant:	Boynton Beach Community Redevelopment Agency Attn: CRA Director 100 East Ocean Avenue 4th Floor Boynton Beach, Florida 33435
With a copy to:	City of Boynton Beach, Florida Attn: City Manager 100 East Ocean Avenue Boynton Beach, Florida 33435

The address of either party may be changed upon giving at least fifteen (15) days' advance written notice of that change to the other party.

8. Landlord Rights. Landlord shall have the right to block off any or all of the Parking Garage, including the Parking Spaces, for purposes of repair or maintenance of the Parking Spaces. At no time will Landlord block of any Parking Spaces for more than ten (10) days without the prior written consent of Tenant, except as reasonably required to complete repair or maintenance of the Parking Spaces. Except in emergency circumstances, Landlord shall provide Tenant with not less than three (3) days' advance notice of the foregoing if Tenant's or the general public's access to the Parking Spaces will be prevented. Landlord shall have the unrestricted and exclusive right to utilize all parking spaces located within the Parking Garage other than the Parking Spaces ("Landlord's Parking Areas"). Tenant shall have no right to park within or utilize any portion of Landlord's Parking Areas. Landlord or its agents shall have the right to immediately remove, or cause to be removed, any car or vehicle of Tenant that may be parked in Landlord's Parking Areas, without any liability and without any advance notice to Tenant. Notwithstanding anything to the contrary set forth herein, Tenant hereby acknowledges and agrees that Landlord and its agents, employees, contractors, tenants, and licensees (collectively, the "Landlord Parties"), shall retain and have the unrestricted right to reasonably utilize those portions of the Parking Garage located around, adjacent to and surrounding the Parking Spaces, including without limitation, drive isles, ramping, pedestrian and handicap accessibility areas, back of house areas, stairwells, elevators and all other areas outside of the individual parking stalls for the Parking Spaces (collectively, the "Access Areas") for the purpose of vehicular and pedestrian ingress and egress to and from Landlord's Parking Areas so long as such use does not prevent access to the Parking Spaces. The Access Areas shall not include any area of the Parking Spaces. Tenant acknowledges and agrees that the foregoing right of the Landlord and Landlord Parties to reasonably utilize the Access Areas shall be irrevocable and remain in full force and effect throughout the duration of the Term (as the same may be extended) and Tenant shall have no right to claim constructive eviction by virtue of the Landlord's reasonable utilization of the Access Areas, notwithstanding the fact that such Access Areas may be located in close proximity to the Parking Spaces. Except as provided herein, Landlord shall include a provision in its residential leases prohibiting such tenants from parking within the Parking Spaces or otherwise use the Parking Spaces unless payment of the parking fees are made at the same rate as the general public utilizing the Tenant's Parking Spaces.

9. Landlord Covenants and Obligations. Landlord covenants that: (a) prior to the Lease Commencement Date, it will have fee title in the land of which the Project and Parking Garage will be substantially completed; and (b) upon performing all of its obligations hereunder, Tenant and general public

shall have access to the Parking Spaces and Access Areas for the Term (including any extension thereof) of this Lease, subject, nevertheless, to the terms and conditions of this Lease.

Except as specifically required herein of the Tenant with regards to the Parking Spaces, Landlord shall operate, manage, equip, light, repair and maintain, in a reasonably clean and safe manner, the Parking Garage, Parking Spaces and Access Areas and all facilities and fixtures, including without limitation roof, walls, ramps, electrical installations, elevators, fire and related alarms, lighting, landscaping, and doors in working condition and repair necessary for their intended purposes in a manner comparable to other similar parking garages in Palm Beach County, Florida, the cost of which maintenance, repairs and replacements shall be included in the Operating Expenses. The foregoing shall also include the Landlord providing janitorial services, waste and recycling removal, and pest control services throughout the Parking Garage, which service costs shall be included in the Operating Expenses. If a repair is needed within the Parking Garage, Tenant shall notify the Landlord in writing of the need for the repair, which notice Landlord shall acknowledge within three (3) business days of receipt of same, and Landlord shall use good faith to complete such repair in a timely manner, and the cost of such repair shall be included in the Operating Expenses. Notwithstanding anything to the contrary herein, Tenant shall promptly repair any damage to the Parking Spaces or Parking Garage caused by the Tenant or Tenant's agents, employees, contractors, licensees or invitees, at Tenant's sole cost and expense.

Landlord may, in its sole and absolute discretion, restrict the size, location, nature or use of the Access Areas as those Access Areas exist at the Lease Commencement Date.

Landlord shall be responsible for paying all utilities at the Parking Garage as of the Lease Commencement Date including without limitation water, sewer, stormwater, gas, solid waste and electricity for the Parking Garage, to the extent such utilities serve the Parking Garage, with Tenant paying to Landlord Tenant's Percentage Share of the utilities as Additional Rent when due. Tenant shall be responsible for paying all utilities exclusively necessary or separately metered for the Parking Spaces and management of the same (e.g., Tenant shall be responsible to install and pay for any electrical charges for parking meters it installs, including the cost of all power requirements necessary to service the electric vehicle charging stations). Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any Landlord utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord in its sole and absolute discretion.

10. Landlord's Liability. All Tenant's personal property placed or moved in the Parking Garage shall be at the Tenant's risk or the owner's risk thereof. Landlord shall not be liable for any damage to Tenant's personal property, or any other person's personal property, including, but not limited to, lost or stolen items, occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by the Landlord's willful intent or grossly negligent acts or omissions.

11. Insurance. Tenant shall, at its cost, procure and maintain and keep in force at all times thereafter during the Term the following insurance with respect to the Parking Spaces: (a) Commercial General Liability Insurance with contractual liability coverage for the Parking Spaces a single limit of $1,000,000 per occurrence; (b) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; (c) automobile liability insurance covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than $1,000,000 combined single limit for property damage and bodily injury; and (d) such other insurance as Landlord or any mortgagee may reasonably require and which is permitted by law. Prior to the Lease Commencement Date, Tenant shall deliver to Landlord copies of the aforementioned policies. Landlord shall maintain for the Term of this Lease (and any extension thereof) such insurance as is reasonably necessary and consistent with the insurance coverage provided by the owners of similar parking garages in Palm Beach County,

Florida, to provide coverage for the Landlord' operation and management of the Parking Garage and obligations as stated herein.

12. Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant fails to cure Tenant's breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; (c) Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant which is not otherwise dismissed within thirty (30) days of its filing; (d) Tenant transfers or assigns this Lease or subleases any of the Parking Spaces in violation of this Lease; (e) Tenant violates any of the Rules set forth in Section 22, as the same may be amended or modified from time to time, and thereafter fails to cure such violation within thirty (30) days after receipt Landlord's notice thereof; or (f) Tenant uses the Parking Spaces and/or the Parking Garage for any reason other than the Permitted Use (as defined in Section 14, below) and Tenant fails to cease such use within thirty (30) days receipt of Landlord's notice thereof. Notwithstanding anything to the contrary, in the event any Event of Default necessitates emergency action as reasonably determined by Landlord, then the foregoing 30-day time period shall not apply and Landlord shall have the option (but not the obligation) to immediately cure such Event of Default.

Each of the following shall be an "Event of Default" under this Lease: (a) Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant.

If the Tenant's or Landlord's Event the Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter diligently proceeds with the curing of the default.

13. Remedies. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may:

(a) Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Tenant to Landlord within thirty (30) days of rendition of a bill or statement to Tenant therefor together with reasonable supporting documentation).

(b) Cure such Event of Default, and if Tenant, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Landlord to Tenant within thirty (30) days of rendition of a bill or statement to Landlord therefor (together with reasonable supporting documentation).

Notwithstanding anything to the contrary set forth above, all rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity.

14. Permitted Use.

(a) Tenant may use the Parking Spaces only for the parking of cars, motorcycles and other ordinary passenger vehicles (including pick-up trucks, vans and sport utility vehicles) by members of the general public, by Tenant and by the City of Boynton Beach, and Tenant may charge the general public

for said parking (the "Permitted Use"). The City of Boynton Beach's and Tenant's use of the Parking Spaces to store or deploy vehicles in and from the Parking Garage during hurricanes, weather events, and other emergencies shall be considered part of the Permitted Use. Tenant shall have the right to determine the time(s) and manner in which the Parking Spaces may be used. In no event shall Tenant cause or permit the City of Boynton Beach to park any vehicles owned or maintained by the City of Boynton Beach within the Parking Garage which are used in connection with the City of Boynton Beach's transportation or storage of any Hazardous Materials (as defined below). In no event shall Tenant use or promote the use of the Parking Spaces for any use or purpose other than the Permitted Use. Along with the use of the Parking Spaces, subject to the terms and conditions of this Lease and the reasonable rules and regulations promulgated by Landlord, Landlord hereby grants Tenant and its agents, employees, contractors, guests, tenants, licensees, invitees, and customers (collectively, the "Tenant Parties"), at no cost or expense to any of the foregoing parties, the non-exclusive right to utilize the Access Areas. Landlord acknowledges and agrees that the foregoing right of the Tenant and Tenant Parties to reasonably utilize the Access Areas shall remain in full force and effect throughout the duration of the Term (as the same may be extended). Tenant represents and warrants to Landlord that throughout the duration of the Term of this Lease, Tenant shall: (i) use its commercially reasonable efforts and good faith to monitor and control the Parking Spaces to ensure that the Parking Spaces are being utilized solely for the Permitted Use; (ii) not interfere with or diminish the use of the Parking Garage by the Landlord or any Landlord Parties or others properly utilizing the Parking Garage; (iii) take commercially reasonable measures to prohibit littering, loitering, any unauthorized signage/postings, loud music, unauthorized sale of goods, unauthorized disposing of food or garbage, and unauthorized storage of any vehicle or personal property (other than may be approved by Landlord in writing) within the Parking Spaces or Access Areas; and (iv) adopt and implement enforcement measures in furtherance of the foregoing, consistent with the terms and conditions of this Lease; provided that, the Tenant shall not have and shall not be required to have any person on site to comply with the foregoing. For the purposes of this Section 14, "Hazardous Materials" shall mean any petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, mold, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "toxic substances," "pollutants," "contaminants" or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any applicable legal requirements relating to the injury to, or the pollution or protection of human health and safety or the "environment" (which term shall mean any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments, and biota). For the avoidance of doubt, the parking of cars, motorcycles and other ordinary passenger vehicles that are not used to transport Hazardous Materials shall not be deemed a breach of this Section 14.

(b) Anything in this Lease to the contrary notwithstanding, this Lease, including but not limited to the obligations as to Parking Spaces being designated for use by the public, does not affect or impact the Parking Code requirements of the City of Boynton Beach. Without limiting the generality of the foregoing statement, it is acknowledged, understood and agreed that Tenant will not object to the Landlord including the Parking Spaces in the calculation of determining the total number of parking spaces required for compliance of the Project with the code requirements of the City of Boynton Beach.

15. Liens. The interest of Landlord in the Parking Spaces and the Parking Garage shall not be subject in any way to any liens for any work, materials, improvements or alterations to the extent such work, materials, improvements or alterations are furnished or made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Parking Spaces or the Parking Garage for work, materials, improvements or alterations claimed to have been furnished to, or made by Tenant, Tenant shall cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within forty-five (45) days after notice to

Tenant. The foregoing shall not apply to work, materials, improvements or alterations required to be furnished, made by, or on behalf of the Tenant by the Landlord under the terms of this Lease.

16. Subordination. Tenant agrees to reasonably negotiate and execute a subordination, non-disturbance and attornment agreement with Landlord's first mortgage lender within forty-five (45) days of Landlord's written request of the same. Prior to the Lease Commencement Date, the Tenant agrees to review any request of the Landlord's first mortgage lender to alter a provision herein and, the Tenant's Executive Director, shall administratively amend this Agreement (without requirement of Tenant's Board's further approval) as may be reasonably required by such lender, provided that such amendment does not pertain to or impact any material term of this Lease and is for the purpose of complying with the lender requirements in order to effectuate a financial closing. If any required amendment by the lender would have a material effect on the terms and conditions set forth in this Lease, then such amendment shall require Tenant's Board's approval, not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, the term "material term" shall include all terms and provisions reasonably deemed material by the Tenant's Attorney or Tenant's Board at the time such request for amendment is made.

17. Assignment/Sublet. Tenant shall not assign this Lease or license or sublet all or any portion of the Parking Spaces without the prior written consent of Landlord, which consent will not unreasonably be withheld. Notwithstanding the foregoing, subject to the terms and conditions of this Lease, Tenant shall have the right, without Landlord's prior written consent, to sell individual daily, weekly, or monthly parking passes to the general public for the use of the Parking Spaces for use consistent with the Permitted Use set forth in this Lease (each a "Parking Pass"). Each Parking Pass and all rights of the parties thereunder shall be subject to and subordinate to this Lease. Upon request from Landlord, Tenant shall promptly provide a list of any and all holders of any Parking Pass and the effective period of such Parking Pass. Prior to substantial completion of the Parking Garage, this Lease may be assigned, without the prior written consent of Tenant, by Landlord to an entity that is managed by Landlord's key principals, Jeff Burns and Nicholas Rojo. After substantial completion of the Parking Garage, Landlord shall have the right to assign or sublease this Lease to any third party without the consent of Tenant, provided that such assignment may only be an assignment or sublease of the whole Lease, and notice of such assignment or sublease shall be provided to Tenant within thirty (30) days o same. Tenant may assign this Lease at any time to the City of Boynton Beach without Landlord's prior written consent; provided, however, that Tenant and the City of Boynton Beach shall provide notice of any such assignment. Landlord expressly permits Tenant, at Tenant's sole cost and expense, to engage another entity to manage the Tenant's parking operations (including metering, electric vehicle charging, and other management related to improvements to Parking Spaces).

18. Alterations.

(a) By Landlord. Landlord may modify, alter or change the Parking Garage in any manner or in any fashion as deemed advisable by Landlord, in its sole discretion; provided such modification, alterations or change does not materially and adversely impact the Tenant's access to and/or use of the Parking Spaces or non-exclusive use of the Access Areas. Landlord may place parking identification signs or such other signage as deemed advisable by Landlord, in its sole discretion. All alterations by Landlord must comply with applicable law, Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

(b) By Tenant. Tenant shall not make any improvements, modifications or alterations to the Parking Spaces or the Parking Garage that affect the Parking Garage structure, or the mechanical, electrical, plumbing, utility or fire safety systems in the Parking Garage structure, whether temporary or permanent, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant, at its own expense, may make nonstructural alterations or additions to the Parking Spaces with the consent of Landlord, which consent shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing, subject to the express terms and

conditions set forth below, Tenant shall, at Tenant's sole cost and expense, install certain removable fixtures, such as parking meters, electronic vehicle charging stations, safety monitoring equipment, and signage within the Parking Spaces as deemed reasonably necessary or desirous for Tenant's operation of the Parking Spaces or other signage in the Access Areas in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably delayed (the "Permitted Alterations"). Landlord may withhold its approval to any Permitted Alterations in the event that Landlord reasonably determines that the proposed Permitted Alteration: (i) may impede or otherwise impair Landlord's operation of the Parking Garage or diminish the value of the Parking Garage; (ii) may not be easily removed or may otherwise cause damage or defacement to the Parking Garage upon installation, operation, or removal; (iii) may measurably increase Landlord's liability or insurance premiums for the Parking Garage (unless Tenant agrees to pay such measurable increase); (iv) is otherwise inconsistent with the standards for other similarly situated or comparable parking garages in Palm Beach County, Florida; (v) includes a structural alteration; (vi) includes an exterior change outside the Parking Spaces and Access Areas or change to the exterior of the Parking Garage (except for exterior signage indicating public parking at the Parking Garage in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed); or (vii) is not in compliance with applicable law. Landlord specifically agrees that the installation of parking meters at all Parking Spaces and 17 electric vehicle charging stations by Tenant shall be permitted, and Landlord shall design and construct the Parking Garage to provide the estimated electrical transformer capacity for same. Prior to Tenant's commencement of the installation of any Permitted Alterations, Tenant shall provide Landlord with: (i) plans, specifications, and proposed renderings of the Permitted Alterations; and (ii) Tenant's proposed contractor to be engaged in connection with the installation of the Permitted Alterations. Tenant's plans, specifications, renderings, and proposed contractor shall be subject to Landlord's prior review and approval consistent with the foregoing. All improvements, modifications or alterations by or on behalf of Tenant (including Permitted Alterations) shall be fully coordinated with Landlord and all such improvements, modifications or alterations shall be done in a good and workmanlike manner, lien free, and in accordance with applicable law. Tenant shall keep Landlord reasonably apprised of the status of installation. Any damage to any part of the Project that occurs as a result of any improvements, modifications or alterations by or on behalf of Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord. In all events, prior to the commencement of the installation of any Permitted Alterations or other permitted improvements, modifications, or alterations by or on behalf of Tenant, Tenant's contractor shall provide Landlord with a copy of its insurance policy which shall meet the criteria set forth in Section 11, above, and which shall name Landlord and Landlord's mortgagee as additional insureds and shall be evidenced by endorsement. Tenant, at Tenant's option, shall have the right to remove any and all Permitted Alterations or other permitted alterations, modifications, or improvements made by or on behalf of Tenant and replace same with similar quality, purpose and functionality. Notwithstanding the foregoing, at the time that any Tenant's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall not be permitted to remove any such Permitted Alterations or other permitted alterations, modifications or improvements unless Landlord requires removal thereof; however, at the time that any Landlord's Event of Default exists (after the expiration of all applicable cure periods), Tenant shall have the right to remove any such Permitted Alterations or other permitted alterations, modifications or improvements provided that (i) such right is exercised within forty-five (45) days after the expiration of the applicable cure period and (ii) Tenant repairs any damage caused by such removal and restores the Parking Spaces to the condition that existed prior to the installation of the Permitted Alterations, ordinary wear and tear excepted. In the event Tenant is entitled or required to remove such Permitted Alterations or other alterations, modifications or improvements, then prior to the expiration or earlier termination of the Term (or as may be extended), Tenant, at Tenant's sole cost and expense, shall remove, or cause to be removed, each of the Permitted Alterations or other alterations, improvements or modifications, and repair, or cause to be repaired, all damage resulting therefrom with reasonable wear and tear excepted. Tenant shall cause all Permitted Alterations, as applicable, to be separately metered at Tenant's sole cost and expense, and Tenant shall pay directly to the utility provider all amounts due and payable in connection with the use and installation of such Permitted Alterations, including, without limitation, usage fees, tap-in fees, and meter installation costs. All alterations

by Tenant must comply with Florida Building Code and the City of Boynton Beach Code of Ordinances (including its Land Development Regulations).

19. Holdover Rent. Tenant shall be liable to Landlord for all damages in the event Tenant holds over beyond the expiration of the Term that Landlord may suffer by reason of any holding over by Tenant.

20. Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH OR ARISING FROM THIS LEASE.

21. Broker. The parties each represent and warrant to the other that no real estate broker, salesman, finder or agent was involved in the procurement or negotiation of this Lease.

22. Rules and Regulations. Tenant shall at all times abide by any rules and regulations ("Rules") for use of the Parking Garage, including the Parking Spaces, that Landlord or Landlord's garage operator reasonably establishes from time to time, so long as such rules and regulations do not unreasonably interfere with the Permitted Use of the parking spaces, and otherwise agrees to use the Parking Garage and the Parking Spaces in a safe and lawful manner that does not interfere with or diminish the Parking Garage by Landlord's other tenants. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Garage, including the Parking Spaces, from time to time including any key-card, sticker or other identification or entrance system; provided that, such adoption, modification, and enforcement does not materially and adversely affect Tenant's and the general public's access to the Parking Spaces and Access Areas, materially interfere with the Permitted Use of the Parking Spaces, or materially increase Tenant's Percentage Share unless such modification is required by an applicable law. If the Rules are reasonably posted at the Parking Garage, Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, including the Parking Spaces, and any violation of the Rules shall subject the car to removal from the Parking Garage and the Parking Spaces. If Tenant violates any of the Rules and such violation continues for or is not cured within five (5) days following notice from Landlord then, in addition to all other rights and remedies available to Landlord at law, in equity, and under this Lease, Landlord shall have the right to remove from the Parking Garage, including the Parking Spaces, any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability for any damages caused to such vehicle in connection with such removal.

23. Casualty and Condemnation. If, during the Term (as the same may be extended), the Parking Garage or any portion thereof, including, but not limited to, the Parking Spaces, shall be condemned, taken by eminent domain, materially damaged or destroyed by fire or other casualty, then Tenant shall have the option to terminate this Lease upon written notice to Landlord whereupon this Lease shall immediately terminate and be deemed of no further force and effect and Landlord and Tenant shall be released of all obligations and liabilities arising after such termination (except for such obligations and liabilities expressly identified herein as surviving the termination of this Lease); provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event Tenant does not exercise the foregoing termination option, then Landlord shall forthwith commence to restore the Parking Garage, including the Parking Spaces, to working condition, and during such restoration period Rent shall be wholly abated; provided, however, Landlord shall only be obligated to restore the Parking Garage to the extent that Landlord actually receives insurance proceeds or condemnation awards sufficient to enable such restoration. Regardless of whether Landlord receives such insurance proceeds, if Landlord: (i) fails to restore the Parking Garage within two (2) years after the

occurrence of such casualty; and (ii) Tenant's access to and use of the Parking Spaces is materially and adversely impacted, then Tenant shall have the right to terminate this Lease upon thirty (30) days' notice to Landlord, in which case Landlord shall select one of the following options to compensate Tenant for the loss of public parking: (i) provide 150 spaces within Tenant's jurisdiction and within half of one mile of the Parking Garage; (ii) make payment to Tenant for the cost to Tenant of replacing 150 spaces for the remainder of the Term within Tenant's jurisdiction and within half of one mile of the Parking Garage less the amount of net revenue Tenant has collected from the Parking Spaces (including, without limitation, from parking meters, charging stations or event parking), (iii) with Tenant's consent, transfer ownership of the parcel of property upon which the Parking Garage is/was located to Tenant, or (iv) such other compensation as the parties may mutually agree. If any portion of the Parking Garage (including any fixtures, equipment and personal property therein) or any Parking Space is damaged or destroyed due to any act or omission of Tenant, Tenant shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

24. Binding Effect. This Lease is binding on the parties and their heirs, legal representatives, successors and permitted assigns, subject to the limitations set forth herein.

25. Recitals. The Recitals at the beginning of this Lease are incorporated herein as true and correct statements and binding on the parties.

26. Recording. A memorandum of this Lease may be recorded in the public records of Palm Beach County, Florida.

27. Sales Tax Exemption. Notwithstanding anything to the contrary set forth in this Lease, so long as Tenant obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Landlord contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall be exempted from paying sales tax under this Lease. Tenant shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Landlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Tenant's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, Tenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by Tenant under this Lease for any reason whatsoever, then Tenant shall be liable for all sales taxes due under this Lease and shall promptly remit same to Landlord. Tenant may, upon written notice to Landlord, request that Landlord contest any such taxes, assessments and other charges that Tenant reasonably determines, in its good faith judgment, are not appropriate or applicable Landlord may elect, but shall not be obligated, to accept any request by Tenant to contest such taxes, assessments and/or other charges. In the event Landlord elects to accept Tenant's request, Tenant shall reimburse Landlord for all actual costs and expenses incurred by Landlord in connection with contesting such taxes, assessments and/or other charges on Tenant's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Landlord's written demand therefor. Notwithstanding any pending tax or assessment contest, Tenant shall be obligated to pay, when and as due under this Lease, all taxes, assessments or other charges so contested. Tenant's obligation to pay any taxes, assessments and/or other charges under this Lease shall not be contingent upon the resolution of any such tax contest. Landlord shall provide the Tenant with a credit for all taxes, assessments and other charges which are awarded to Landlord in such tax contest to the extent applicable to Tenant's Percentage Share.

28. Entire Agreement and Severability. This Lease contains the entire agreement between the parties hereto regarding the Parking Garage and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out

of, or in any way connected with this Lease shall be Palm Beach County, Florida. If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

29. Force Majeure. If by reason of Force Majeure, it is impossible for the Landlord or Tenant in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein (except for the payment of monies or Rent), the Landlord or Tenant shall not be deemed in breach of its obligations during the continuance of such Force Majeure event. Such Force Majeure event does not affect any obligations of the Landlord or Tenant other than the timing of performance of such obligations. The term "Force Majeure" as used herein means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials, epidemics (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), epidemics, pandemics (such as COVID-19 and variations thereof), disease, quarantine restrictions, freight embargoes, fire or other casualty, lightning, hurricanes, earthquakes, tornadoes, floods, abnormal and highly unusual inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Lease; or acts, or failure to act, of any governmental authority.

30. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Palm Beach County's public health unit.

31. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

32. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

33. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

34. Public Entity Crimes. As provided in section 287.133, Florida Statutes, by entering into this Lease or performing any of its obligations and tasks in furtherance hereof, Landlord certifies that, to its knowledge, it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133 (3)(a), Florida Statutes.

35. Palm Beach County Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Tenant contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant and its agents in order to ensure compliance with Lease requirements and detect corruption and fraud. Failure to cooperate to the extent required by applicable law with the reasonable requests of the Inspector General or intentionally interfering with or impeding any investigation may result in sanctions or penalties as set forth in the Palm Beach County Code.

36. Exclusion of Third Party Beneficiaries. No provision of this Lease 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 Lease, including but not limited to any citizens, residents or employees of the Landlord or Tenant.

37. Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

38. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

39. Compliance. Each of the parties agrees to perform its responsibilities under this Lease in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Lease. Landlord shall at all times have the proper business licenses required of the City of Boynton Beach for the operation and leasing of the Parking Garage. Tenant warrants and covenants to Landlord that it shall not perform any act (or refrain from performing any act) within the Parking Garage that would jeopardize, rescind, or invalidate the validity of the applicable business licenses required for the operation and leasing of the Parking Garage. In furtherance of the foregoing, Tenant agrees that it shall promptly cooperate, assist and act in good faith with Landlord in order to facilitate Landlord's obtaining and maintaining all required business licenses requested by Landlord for the operation of the Parking Garage and shall not take any action or inaction to prevent such licenses from being issued, rescinded or revoked. Subject to Tenant's foregoing covenants, Landlord is solely responsible for obtaining all applicable governmental approvals related to the operation of the Parking Garage; provided, however, Tenant shall be responsible to obtain all permits and governmental approvals related to its use of the Parking Spaces and any permitted alterations or improvements undertaken by or on behalf of Tenant (including the Permitted Alterations).

40. Joinder. By its Joinder hereto, the City hereby acknowledges that upon the dissolution of the Boynton Beach Community Redevelopment Agency, the City shall automatically become the Tenant and shall have all rights and obligations as provided in this Lease as if City were the original Tenant in this Lease, which all Parties hereby expressly acknowledge, submit to, and agree.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of this 8th day of July, 2022.

LANDLORD:

BB QOZ, LLC,
a Florida limited liability company

By: _____
Print Name: ~~Jeffrey Burns~~ Nicholas Rojo
Its: Manager

WITNESSES:

_____ (1)
Print Name: William C. Coates

WITNESSES:

_____ (2)
Print Name: Sara McAllister

TENANT:

THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ty Penserga, Board Chair

Witness:

_____
Print Name: _____

Approved for legal sufficiency:

By: _____
, CRA Attorney

Approved for financial sufficiency:

By: _____
, Financial Services Director

JOINDER PARTY

THE CITY OF BOYNTON BEACH

By: _____ By: _____

Print: _____ Witness: _____

Approved for legal sufficiency:

By: _____
_____, City Attorney

Approved for financial sufficiency:

By: _____
_____, Financial Services Director

01673347-4 259421v3
259421v4

EXHIBIT A

Property Description

PROPERTY: 7 parcels further detailed below:

Parcel 1:

Physical Address: 508 E. Boynton Beach Blvd, Boynton Beach, FL
Parcel #: 08434528030010060
Lots 6 and 7, Block 1, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in the Plat Book 1, Page 23, Public Records of Palm Beach County, Florida.

Parcel 2:

Physical Address: NE 4th St., Boynton Beach, FL
Parcel #: 08434528030010080
Lots 8 and 9, Block 1, "SUBDIVISION OF THE TOWN OF BOYNTON" in the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 45 South, Range 43 East, according to the Plat filed by Birdie S. Dewey and Fred S. Dewey, September 26, 1898, and recorded in the Public Records of Dade and Palm Beach County, Florida, Plat Book 1, Page 23.

Parcel 3:

Physical Address: NE 1st Ave., Boynton Beach, FL
Parcel #: 08434528030010100
Lots 10, 11 and West ½ of Lot 12, Block 1, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Circuit Court recorded in Plat Book 1, page 23, Public Records of Palm Beach County, Florida.

Parcel 4:

Physical Address: 115 N. Federal Hwy., Boynton Beach, FL
Parcel #: 08434528030060010
Lots 1, 2, 3, 4, 5, 6 and 7, Block 6, ORIGINAL TOWN OF BOYNTON, a subdivision of the City of Boynton Beach, Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 1, Page 23 excepting therefrom the North 5' of Lots 5 and 7, and the West 5' of Lot 7, and existing right-of-way for U.S. Highway #1; together with buildings and improvements located thereon; and

Parcel 5:

Physical Address: 511 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060100
Lot 10 and the West 7 feet 8 inches of Lot 11, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 6:

Physical Address: 515 E. Ocean Ave., Boynton Beach, FL
Parcel #: 08434528030060111
Lot 11, Less the West 7 feet 8 inches, Less the South 8 feet (Ocean Avenue R/W), Block 6, TOWN OF BOYNTON, according to the plat thereof as recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

Parcel 7:

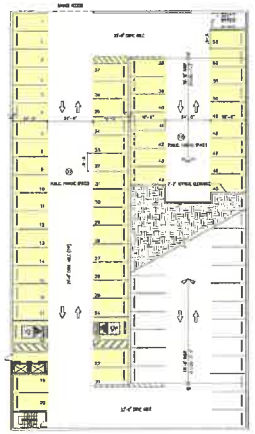
Physical Address: 529 E. Ocean Ave., Boynton Beach, FL

Parcel #: 08434528030060120

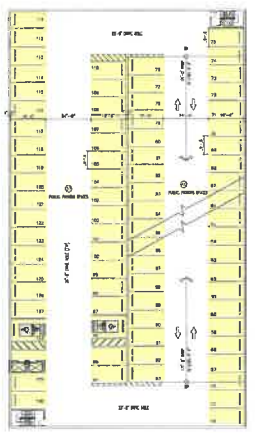
Lot 12, Block 6, ORIGINAL TOWN OF BOYNTON, according to the plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida

EXHIBIT B

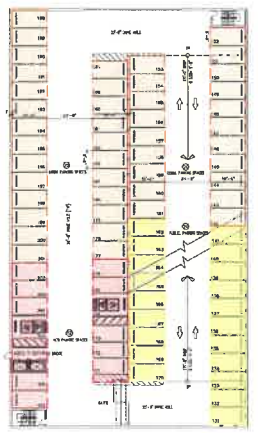
Parking Garage Floor Plan



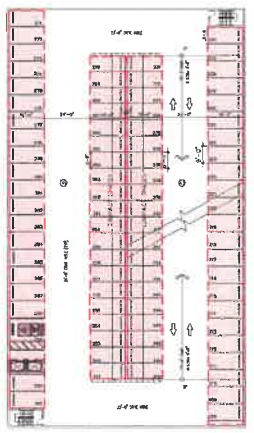
LEVEL 1 (53 sp)



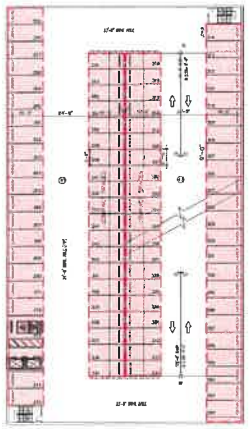
LEVEL 2 (77 sp)



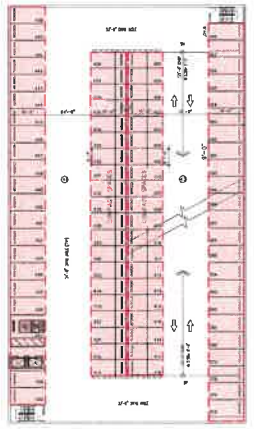
LEVEL 3 (77 sp)



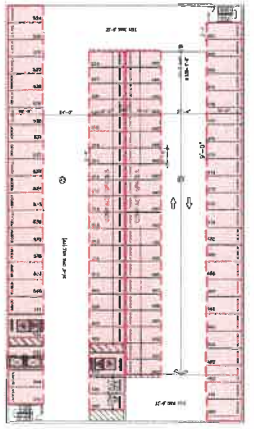
LEVEL 4 (84 sp)



LEVEL 5 (84 sp)



LEVEL 6 (84 sp)



LEVEL 7 (65 sp)

COLOR CODE LEGEND

PUBLIC PARKING SPACES (Floors 1-3) = 150 spaces

COMMERCIAL PARKING SPACES (Floor 3) = 45 spaces

RESIDENTIAL PARKING SPACES (Floor 3-7) = 350 spaces

TOTAL= 545 spaces

NORTH

GARAGE FLOORS

SCALE: 1" = 30'-0"

2022.02.09

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AHJ CHAPTER 633 FLORIDA STATUTES.

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BEATRIZ M. HERNANDEZ
AR0054576

THE PIERCE
FOR:
AFFILIATED DEVELOPMENT
LOCATED AT:
BOYNTON BEACH, FLORIDA

	BY

DRAWN
DATE 01/29/2021
SCALE AS SHOWN
JOB NO. 2024.PRJ

SHEET TITLE:
GARAGE FLOORS

SHEET NUMBER:
GA-2.1.1

Project: The Pierce

Date: 01/06/2025

Prepared by: BB QOZ, LLC

Project Updates

Major Master Plan and Site Plan applications were unanimously approved by the P&D Board and during two readings with the City Commission, the final approval to occur on March 9th 2023. An entity related to F. Davis Camalier (FDC Associates, LLC), through his property entity, 209 N. Federal, LLC, filed a Petition for Writ of Certiorari against the City to challenge the abandonments necessary for the Project to go forward as designed and approved. On August 14, 2024, the court denied Camalier's Petition and the project is able to proceed pursuant to the terms of the First Amendment to the Purchase and Development Agreement. The development team has submitted an application for building permit on October 28, 2024. Following comments by Staff, the development & design teams have decided to submit a separate building permit for the new stand alone Hurricane Alley building. At this time, all comments have been received by City Staff and the design team is targeting a resubmittal in January 2025.

In an effort to accelerate the construction timeframe and commence certain pre-construction activities, the development team desires to have the option to close on the land prior to the Closing Date. A draft of the second amendment stipulating the terms of this agreement has been presented to the CRA's attorney's office and is pending staff approval to present it to the CRA board.

Development Deadlines (PDA/TIRFA Effective Date: July 8, 2022)

Description	PDA/TIRFA Deadlines	Status
Submit Site Plan Approval Package	January 4, 2023	Complete - Submitted on September 7, 2022
Annual Performance Report	April 30, 2024	Submitted on May 10, 2024
Annual Presentation	On or before July 8, 2024	Complete
Date Final Judgement was rendered	August 14, 2024	Complete
Apply for Building Permit	December 12, 2024	Complete on October 28, 2024
Commencement of Construction	Within 2 years from Closing Date	Date TBD
Obtain TCO	36 months from Commencement of Construction	Date TBD
Final CO	Within 9.5 years after Effective Date	Date TBD

**** CASE NUMBER: 502023CA009318XXXXMB Div: AY ****
Filing # 170590020 E-Filed 04/07/2023 09:07:28 PM

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No. 23-_____

209 N. FEDERAL, LLC,
a Florida limited liability corporation,

Petitioner,
vs.

THE CITY OF BOYNTON BEACH,
a unit of the local government in
Palm Beach County, Florida, and political
subdivision of the state of Florida,

Respondent.

PETITION FOR WRIT OF CERTIORARI

Petition for Review of Boynton Beach City Commission Ordinance

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PREFACE

This Petition for Writ of Certiorari ("Petition") seeks review of an ordinance approving of three road abandonment applications by the City of Boynton Beach. Petitioner is 209 N. Federal, LLC and is referred herein as "209." Respondent is the City of Boynton Beach and will be referred throughout the Petition as the "City." Citations to the Appendix to Petition for Writ of Certiorari, filed contemporaneously with this Petition are abbreviated as "A:"

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I. INTRODUCTION[1]

209 owns the real property located at 209 North Federal Highway in the City of Boynton Beach (the "209 Property") and currently leases it to The Boardwalk Italian Ice and Creamery, LLC. The Pierce, a multimillion-dollar development project comprised of several different parcels in downtown Boynton Beach, has received a blanket City staff recommendation of approval for 3 applications of abandonment of roads located near the parcels. 209 is near or adjacent to each of the roads to be abandoned. Abandonment of roads is governed by Section Boynton Beach, Part III Land Development Regulations ("LDR"), Chapter 2, Article II, Planning and Zoning Division Services, Section 2.G.3.

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[1] On March 15, 2023, Petitioner sent correspondence to the City seeking the record related to this Application. Despite Petitioner continually following up, Petitioner received links to those records just *three hours* before the close of the business day on the date of filing the Petition. (A:1712; A:1713-16). The City's delay in meeting its obligations to make the records available to Petitioner is wholly unjustifiable. *See Promenade D'Iberville, LLC v. Sundy*, 145 So. 3d 980, 983 (Fla. 1st DCA 2014); *see id*. ("Florida law doesn't allow public records custodians to play favorites on the basis of who is requesting records"; awarding fees and costs for unlawful refusal to provide public records). Indeed, the gamesmanship engaged by the City is unacceptable and runs afoul of Petitioner's due process and the traditional notion of fair play. *See* A:1679-80 (commissioner accusing Petitioner of unspecified, nefarious conduct and remarking he does not appreciate Petitioner's opposition to the road abandonments). In any event, while Petitioner does have some materials, and those are cited here, it was lacking a complete record until the City belatedly produced it. Petitioner will amend its Petition and contemporaneously filed appendix as soon as it has a meaningful opportunity to review the materials sent by the City.

Road abandonment was not part of The Pierce's original plans submitted to the City. 209 opposed the road abandonment applications immediately at each stage of approval, pointing out that any approval would severely and detrimentally affect access to the 209 Property. The LDRs require the City to consider and determine whether abandonment would result in "a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal." (LDR, Section 2.G.3.a.). Specifically, the City's approval of any road abandonment must consider if such approval would restrict emergency vehicle access to the 209 Property should an emergency arise and there must be competent substantial evidence presented to support an express factual finding on this necessary factor. The evidence presented during the quasi-judicial hearings on the proposed ordinance approving the abandonment applications provided *no* such competent substantial evidence to support the approval of any abandonment. Despite this, the City nevertheless passed an ordinance approving the applications for road abandonment. In the absence of such evidence, the ordinance simply cannot stand.

II. STATEMENT OF THE CASE AND FACTS

The Pierce is a $73 million mixed-use development project designed to include a complex of apartments, restaurants, and retail stores in downtown Boynton Beach. (A:523, 525, 621-23, 1611). The Project is comprised of several different

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parcels of real property located from East Boynton Beach Blvd to East Ocean Ave. along Federal Highway. (A:891; *see* A:525).

BB QOZ, LLC ("Applicant") is the applicant behind the Pierce and the abandonment at issue. (A:715). The record demonstrates that the City viewed the Pierce as a development project "especially needed." (A:524-25). The Applicant ultimately received City approval to proceed with the Project with little, if any, real opposition from the City Commission. (A:1158). The original plans for the Project did not contemplate any road abandonment for any of the aforementioned parcels. (A:1628-29). Site plans instead depict a bridge over NE 1st Avenue. (*Id.*).

In 2022, the Applicant applied for 3 road abandonments in the immediate vicinity of the 209 Property. (A:1607-10). The road abandonments sought the vacation of a portion of an alleyway (the "North Alley"), a portion of NE 1st Avenue ("right-of-way"), and the full length of another alleyway (the "South Alley") (together with the North Alley, the "alleys"). (*E.g.*, A:1398).

The North Alley forms the north boundary of the 209 Property. Northeast 1st Avenue forms the southern boundary of the 209 Property and contains the main driveway into the 209 Property. The abandonment area turns both of these into dead ends terminating at the west edge of the 209 Property and open only to Federal Highway southbound, such that drivers exiting the 209 Property will no longer be

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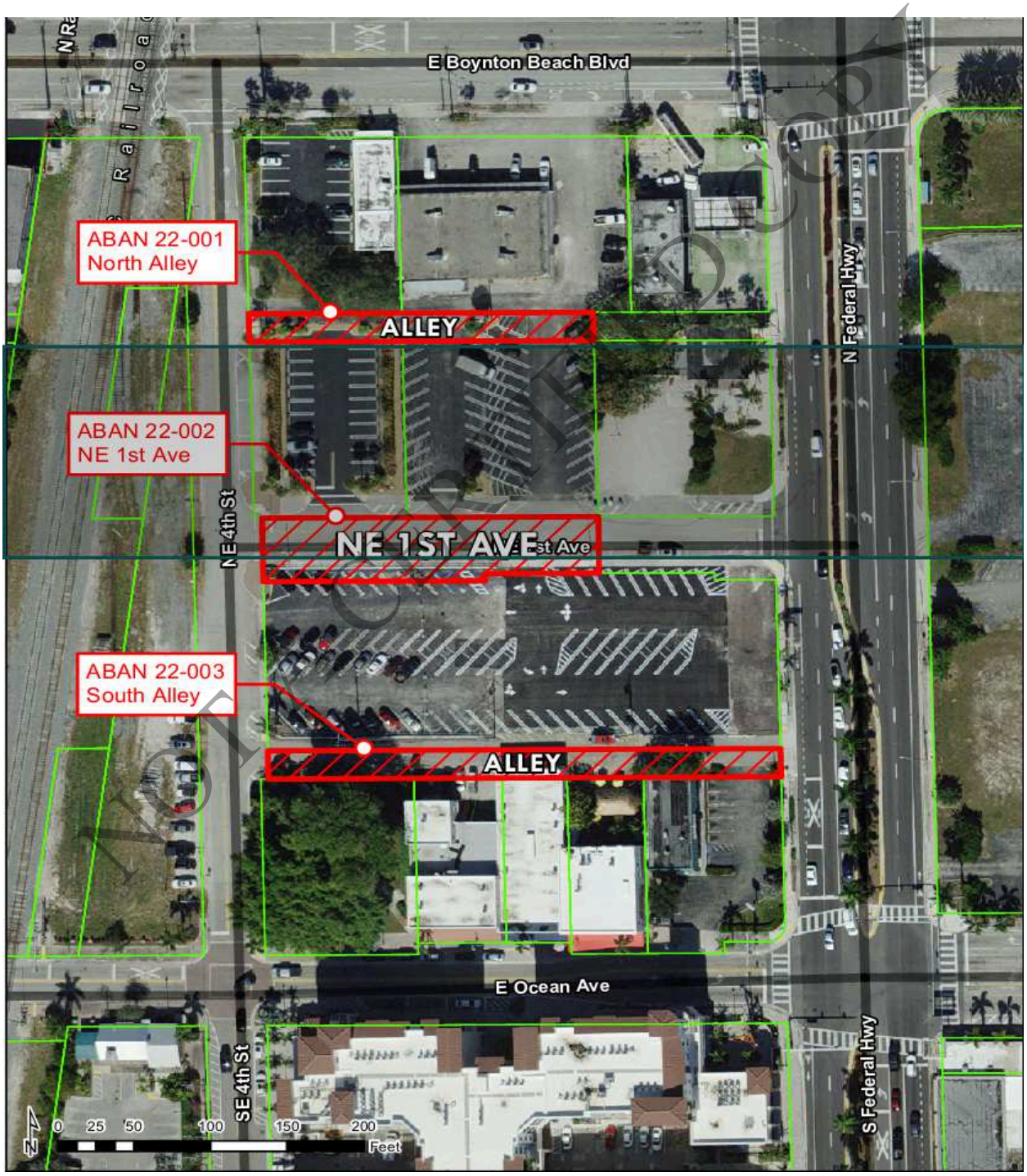
able to turn west onto Northeast 1st Avenue or the North Alley, and there will be no eastbound traffic at all. The impacted areas are illustrated below:



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(*E.g.*, A:705).

An application for vacation and abandonment approval requires review and approval by the City Commission. LDR 2.G.4. To justify the issuance of an ordinance vacating a road, an application must meet criteria set forth in LDR 2.G.3(a)-(d), which address issues regarding access, utilities, drainage and wastewater management, and conservation. To justify its Application, the Applicant simply asserted, in summary fashion, that abandonment met the review criteria set forth in Section 2.G.3 of the LDR. (A:715-18; A:1670-73). No evidence or substantive analysis was offered.

The City readily accepted the Applicant's conclusory recitation of the four criteria as satisfaction of the criteria without conducting its own independent analysis or determining if there was evidentiary for each of the factors. Specifically, in January 2023, City staff supposedly reviewed the Application and determined that granting it "would not adversely impact traffic," other City functions, or adjacent property owners. (A:704). City staff determined further that the right-of-way and alleys "no longer serve a public purpose other than retention of necessary utility assessments" and, therefore, recommended approval of the Application. (*Id.*). While it is clear from the Staff Report the City consulted with public utility companies and city departments addressing engineering, public works/utilities, and planning and zoning, there is no indication local government departments, such as police and fire,

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assessed or otherwise opined on any implications arising from road abandonments to 209 or any of the adjacent properties. The City Staff Report is devoid of any evidence addressing whether or not the abandonment would cause or result in a permanent stoppage, interruption, or an unacceptable level of service with respect to police, fire, or other emergency services. (A:615-804).

Upon learning about the Application, 209 immediately lodged its opposition and requested a denial of the Application. (A:891-93). As Petitioner explained to the City, the Application fails to satisfy one of the four criteria, namely, access. The LDR raises these questions when assessing the access factor:

> Does the subject land provide a legal means of access to a lot of record, subdivision, or development? Would the vacation and abandonment cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal?

LDR 2.G.3.a.; A:891-93. In a letter dated February 21, 2023, ahead of the hearing, 209 pointed out that granting the Application would not only increase traffic but also impair ingress and egress to the 209 Property, thereby creating public safety issues and grossly limiting the accessibility to the property by customers as well as first responders should emergency services be required. (A:891-93).

This is illustrated simply by looking at the aerial photograph. Federal Highway at Northeast 1st Avenue has no median cut or traffic signal. Currently,

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northbound drivers on Federal Highway can easily access the 209 Property by turning left (west) at the signal at East Ocean Avenue and going one block to Northeast 4th Street and turning right, then east on Northeast 1st Avenue to the 209 Property. Similarly, leaving the 209 Property to drive north on Federal Highway simply requires turning right onto Northeast 1st Avenue, heading west, going north on Northeast 4th Street to East Boynton Beach Boulevard, going east, then turning left (north) at the signal for Federal Highway.

After the abandonment, this traffic pattern will be completely disrupted. Northbound drivers on Federal Highway seeking to enter the 209 Property will be forced to make a U turn at East Boynton Beach Boulevard, then turn into what would be a dead-end street. Similarly, drivers leaving the 209 Property to go north will be forced to make a U turn at East Ocean Avenue Federal Highway is only two lanes wide at these points, so clearance for this dangerous maneuver would be difficult, especially for larger vehicles or elderly drivers. The potential for traffic conflict and accidents is significantly heightened, and ease of access to the 209 Property is greatly diminished. (A:1630-36, 1685-88).

The first of two quasi-judicial hearings on the proposed ordinance granting the Application was held February 21, 2023. At the hearing, the City read the proposed ordinance. (A:1154-55). The Applicant recognized its obligation "to obtain the written consent of the nearby property owner" impacted by road abandonments

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(A:1178), but nevertheless advocated against the necessity of that obligation and for road abandonment because "certain right of ways . . . are certainly underutilized." (A:1165-66). The City staff, in response, pointed out that it "typically ask[s] for consent of the neighboring parcels," though it felt "comfortable" requiring the Applicant merely to "work with the neighbors" on any abandonment issues. (A:1180-81).

At least two members of the public and one City commissioner expressed concern over abandonment, including the potential impairment of the provision of critical City services such as trash collection. (*E.g.*, A:1193; A:1154-84). For its part, 209 pointed out that the Applicant had not directly reached out to it to address the Project or the abandonments. (A:1204-05). In the little time it had to present its concerns at the hearing, 209 pointed out that abandonment would limit access to its property and 209 urged the City to require the Applicant to cooperate with 209 and address 209's concerns. (A:1205-07).

City staff opined that if abandonment is not approved for just one of the roads, "considerable redesign of the project" would need to follow (even though abandonment was not part of the original Plan). (A:1217). The Applicant opposed a re-design because doing so would "become[] very hard with all the code requirements that we have." (A:1221-23). The City Mayor recognized the Applicant re-designed the Project "way too many times" and affirmed: "We are not starting

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from scratch at the last hour." (A:1231). Following this affirmation, the City Mayor sought a motion to grant first reading approval to the proposed ordinance, with the condition that the Applicant "work[] with the adjacent property owners for the abandonment request." (A:1233-34). The motion passed unanimously. (A:1234). There is no record evidence the Applicant ever "worked with [209 on] the abandonment request."[2] At no point during the 2/21 hearing was there any competent substantial evidence presented by the City or Applicant addressing whether or not police, fire or emergency services would be impacted by the abandonment request.

On March 9, 2023, 209 submitted a second letter reiterating its concerns in great detail. (A:1591-92). At the second quasi-judicial hearing held later that day, the Applicant sought final approval of its Application. (A:1603-1702). Prior to this hearing, City staff had already recommended approval despite the fact that it still had not heard from the City traffic engineer on road abandonment nor received input from police, fire, or other emergency services to address the implications arising from road abandonments. (A:1409).

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[2] This comes as no real surprise. A property owner nearby commended the City for requiring the Applicant to contact that owner regarding its concerns "[b]ecause prior to that, we were not contacted at all." (A:1207). That is in line with 209's own experience. The property owner urged the City not to remove the condition that the Applicant continue to cooperate with that property owner for fear that the Applicant would stop cooperating. (A:1207-08).

During the hearing, 209 presented testimony from a traffic engineer, Joaquin Vargas, to address road abandonment—the only witness who presented on the subject matter. The expert testified: (i) road abandonments are uncommon but when the issue arises, detailed traffic studies are usually performed; (ii) a traffic study had not been undertaken for NE 1st Avenue in connection with the Project; (iii) a road abandonment of NE 1st Avenue nevertheless "would cause some traffic concerns for the area," including exacerbating traffic backup in multiple locations and limiting road access; (iv) a road abandonment would result in a "significant impact to [209's] parcel from an access point of view to get to the parcel and also to leave from the parcel"; and (v) increase in traffic will cause safety concerns and safety hazards. (A:1629-36, 1685-88).

209 also cross-examined City staff, which put together the recommendation of approval of the Application despite the absence of any analysis on the impact abandonment has on public safety as required by the LDR. (A:1636-38). Based on the evidence presented at the hearing, 209 argued that abandoning the roads would create traffic and safety issues. (A:1638-41). 209 also pointed out there was no record evidence reflecting the assurance of the provision of local governmental services, such as fire and police, to properties near the alleys and right-of-way after abandonment. (A:1640-41, 1688-89). Moreover, in the absence of an analysis on public safety or the undertaking of any traffic study assessing the effect of a road

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abandonment on properties near the right-of-way and alleys, the Applicant failed to satisfy its burden to meet the criteria in the LRD regulations and failed to present competent substantial evidence to support its Application. (A:1640-41, 1688-89).

In addition to 209's opposition, members of the public and local businesspersons operating near the North Alley and elsewhere, sought a delay of, or otherwise opposed, the City's approval of the Application because of the limited road access and adverse economic impact an abandonment would create to local businesses. (A:1641-45). The Applicant itself recognized road access issues, testified it was a complicated issue that warranted a "much greater discussion" in the future, and recognized there was no immediate solution in place and that more time would be needed to find one. (A:1648-49). When pressed by some City commissioners, the Applicant ultimately agreed to enter into an access agreement with just one businessowner (A:1661), and with that, the City pressed on as it clearly intended from the outset.[3]

[3] An agreement to agree is tantamount to no agreement at all, *e.g.*, *Geico Cas. Ins. Co. v. Dupotey*, 826 So. 2d 380, 382 (Fla. 3d DCA 2002) (statements of future intentions do not give rise to an enforceable contract), and one access agreement with one businessowner does not address concerns raised by 209 and others. The Applicant endeavored to shift the blame to 209 for not reaching out to it previously about 209's concerns. (A:1689-90). But the City placed the onus on the Applicant, *not* on 209, to "work[] with the adjacent property owners for the abandonment request." (A:1233-34). And, despite the City's directive to do so, there is *no* evidence the Applicant did that following the first reading of the proposed ordinance and before the City's final approval of the Application.

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The City examined City staff, who testified that a traffic study was submitted along with the Master Plan and site plan and that police and fire departments reviewed these plans. (A:1645-46). However, that Master Plan was unconcerned about adjacent properties, such as 209 and there was no record evidence included with the City's Staff Report that addressed whether the abandonment would cause or result in a permanent stoppage, interruption, or an unacceptable level of service with respect to police, fire, or other emergency services. (A:1684-89). The record available to 209 reflects that local government units only reviewed the Project in master plan format, and not the abandonments. (*Id.*; A:1006-09). The City Staff Report addressing the master plan reflects:

Police/Fire:	The Police and Fire Departments have reviewed the site plan and the applicant has addressed all review comments during the DART review process. The Fire Department notes that they will be able to provide an adequate level of service for this project with current or expected infrastructure and/or staffing levels. Further plan review by Police and Fire will occur during the building permit process.

(A:1009). There is no indication the local government units providing critical services to the 209 Property and the area impacted by the Project reviewed anything other than the site plan, and certainly no evidence that they reviewed and commented on the abandonment.

Despite various suggestions to table the abandonment Application pending further review and despite 209 illustrating the absence of competent substantial evidence to support the grant of the Application, the City approved the Application

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at the conclusion of the hearing, without competent substantial evidence to support this approval. (A:1697-99).[4]

Following the hearing on March 9, the City issued Ordinance No. 23-006 ("Ordinance"). (A:1704-11). The Ordinance provides City staff had determined the requested road abandonment would not adversely impact traffic, other City functions, or adjacent property owners and that the right-of-way no longer served a public purpose other than retention of a utility easement. (A:1704). Based on these staff determinations, the City Commission formally abandoned the North and South Alleys as well as the right-of-way on NE 1st Avenue. The Ordinance took immediate effect on March 13, 2023, upon its passage. This Petition follows, seeking review of the Ordinance.

209 reserves the right to file suit in state or federal court to pursue all equitable statutory and legal remedies afforded it under the law. *See England v. Louisiana State Board of Medical Examiners*, 375 U.S. 411, 420-422 (1964), and *Fields v. Sarasota Manatee Airport Authority*, 953 F.2d 1299 (11th Cir. 1992).

III. BASIS FOR INVOKING JURISDICTION AND STANDARD OF REVIEW

This Petition arises from the City Commission's improper approval of the Applicant's Application. The Applicant's Application is required to meet all of the

[4] As one public commentator astutely noted: "it seems like you know, the commission and the [C]ity, you kinda do – do what you wanna do." (A:1215).

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applicable requirements of the City's Code. It does not. Following quasi-judicial hearings held by the City Commission in relation to the Application, the City Commission approved the Application even though it is uncontroverted that the Application failed to satisfy all of the criteria set forth in the Code and, in fact, was completely lacking in competent substantial evidence to satisfy the essential criteria. Indeed, the City's staff report failed even to mention all of the Code provisions that must be satisfied in order to approve an abandonment. Additionally, it is evident based on the discussion had by the City Commission at the public meetings held on February 21 and March 9, 2023, that this Project was something desired by the City, and no matter whether there was competent substantial evidence to support it or not, the City was going to approve the abandonment. The City improperly disregarded the Code to achieve a pre-determined result, in a stark departure from the essential requirements of the law.

The jurisdiction of this Court is therefore invoked pursuant to Article V, § 5(b), of the Florida Constitution and Florida Rule of Appellate Procedure 9.030(c)(2). Certiorari lies to review the exercise of quasi-judicial power exercised by a city commission. *See, e.g.*, *Brevard Cty. v. Snyder*, 627 So. 2d 469, 476 (Fla. 1993). Proceedings conducted by a city council, which proceedings address rezoning applications, are quasi-judicial in nature. *Parker Family Trust I v. City of Jacksonville*, 804 So. 2d 493 (Fla. 1st DCA 2001).

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To sustain the decision, the City must establish that its decision was supported by substantial competent evidence, that the decision accords with the essential requirements of law, and that the City Commission provided for due process in relation to the quasi-judicial hearings. *Irvine v. Duval Cty. Planning Comm'n,* 466 So. 2d 357, 362 (Fla. 1st DCA 1985), *dissent approved by Irvine v. Duval Cty. Planning Comm'n*, 495 So. 2d 167 (Fla. 1986).

Substantial competent evidence in the context of certiorari proceedings has been defined as:

> . . . such evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred. We have stated it to be such relevant evidence as a reasonable mind would accept as adequate to support a conclusion. In employing the adjective "competent" to modify the word "substantial," we are aware of the familiar rule that in administrative proceedings the formalities in the introduction of testimony common to the courts of justice are not strictly employed. We are of the view, however, that the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached. To this extent the "substantial" evidence should also be "competent."

De Groot v. Sheffield, 95 So. 2d 912, 916 (Fla. 1957) (citations omitted).

Here, the only evidence in the record confirmed the Application failed to satisfy all of the applicable criteria set forth in the City's own code when considering an abandonment. There being no substantial competent evidence in the record to

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support its decision under the application of the correct law, or findings made by the City Commission, approval of the Application was incorrect and should be quashed.

IV. NATURE OF RELIEF SOUGHT

Petitioner seeks issuance of a Writ of Certiorari, quashing the City's March 9, 2023 Ordinance approving the Applicant's Application because there is no substantial competent evidence to support the City's decision and the decision departs from the essential requirements of the law.

V. ARGUMENT

A. THE COMMISSION FAILED TO COMPLY WITH THE ESSENTIAL REQUIREMENTS OF THE LAW WHEN IT APPROVED THE APPLICANT'S APPLICATION.

i. The Failure of the City to Render a Decision Based on Established Criteria Constitutes a Departure from the Essential Requirements of the Law.

The abandonment criteria as established in the City code is as follows in pertinent part:

> *Vacation and Abandonment.*
>
> 1. General. The purpose of this subsection is to establish uniform procedures for the vacation and abandonment of city rights-of-way (e.g. street, alley, etc.), special purpose easements, and other non-fee interests of the city. When approved for vacation and abandonment, the city relinquishes its interest in the above, based in part, on the finding that the subject right-of-way no longer serves a public purpose. For the purposes of this subsection, a "site plan" shall be construed to include either a new site plan or a major site plan modification.
>
> 2. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

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3. Review Criteria. The vacation and abandonment of a right-of-way, special purpose easement, or other non-fee interest of the city shall be based on a demonstration that the above interest no longer serves a public purpose and there is no encumbrance which would prohibit the clear transfer of ownership of such land. The following review criteria shall be used to justify an application:

a. Access. Does the subject land provide a legal means of access to a lot of record,
subdivision, or development? Would the vacation and abandonment cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal?

b. Utilities. Does the subject land contain, support, or allow potable water, sanitary sewer, or any other utility (e.g. cable, telephone, electricity, gas, etc.), which would be permanently stopped or interrupted, or cause an unacceptable level of service to the subject lot or neighboring lots, subdivisions, or developments?

c. Drainage and Wastewater Management. Does the subject land contain, support, or allow a legal means of drainage or wastewater management for such lot or on neighboring lots, subdivisions, or developments, which would cause or result in a stoppage, interruption, or unacceptable level of service?

d. Conservation. Does the subject land contain, support, or allow the means for the conservation or preservation of flora or fauna?

LDR Section 2.G.1-3.

As detailed extensively above, the City Commission voted in favor of the Application despite the abandonment criteria, as specified in Section 2.G.3 of the City's Land Development Regulations not being met. This is a departure from the essential requirements of the law. The City failed to even review and analyze the evidence, or lack thereof, in the record to act in their quasi-judicial capacity to

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enforce the applicable law, opting instead to favor their own feelings and opinions as to a desired result. *See Alvey v. City of North Miami Beach*, 206 So. 3d 67 (Fla. 3d DCA 2016) (granting rezoning based on perceived economic benefit to city and not based on enumerated criteria was a departure from essential requirements of the law).

Under Florida law, a departure from the essential requirements of the law in this context means "an inherent illegality or irregularity, an abuse of judicial power, an act of judicial tyranny perpetrated with disregard of procedural requirements, resulting in a gross miscarriage of justice." *Haines City Cmty. Dev. v. Heggs*, 658 So. 2d 523, 527 (Fla. 1995) (internal citations omitted). A departure from the essential requirements of the law is not merely a disagreement with the interpretation of applicable law but instead must include an application of incorrect law or a miscarriage of justice. *Ivey v. Allstate Ins. Co*., 774 So. 2d 67, 683 (Fla. 2000).

Florida courts have consistently determined that a municipality departs from the essential requirements of the law by rendering decisions that are not based on the established criteria or factors. *See Alvey v. City of N. Miami Beach*, *supra* (quasi-judicial body must apply established criteria and not vote based on other factors) (granting rezoning based on perceived economic benefit to city and not based on enumerated criteria was a departure from essential requirements of the law); *Wolk v. Bd. of Cty. Comm'rs of Seminole Cty.*,117 So. 3d 1219 (Fla. 5th DCA 2013) (holding

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that a miscarriage of justice results where wrong law is applied by a local governmental body); *City of Jacksonville v. Taylor*, 721 So. 2d 1212 (Fla. 1st DCA 1998) (granting a variance because of others previously given and not based on code's criteria was improper).

Alvey is most instructive here and frankly mirrors the decision made by the City Commission. There, the City of North Miami Beach approved a rezoning ***not*** based on the established criteria in the city's code but instead because the city council believed that the rezoning and proposed project would economically benefit the city. *Alvey*, 206 So.3d at 72. The appellate court held that decision was a departure from the essential requirements of the law as the city council failed to apply the correct law in the city's code for consideration of the zoning application there. *Id*. at 73. Simply put, if a municipality does not base its decisions on the application of the correct law or criteria, then the decision rendered is a departure from the essential requirements of the law. *Id*.

Here, the decision made by the City is akin to the invalid decision rendered in *Alvey*. Specifically, Section 2.G.3(a) of the City's Code addressing the necessary criteria to be satisfied for abandonments provides as follows:

> a. Access. Does the subject land provide a legal means of access to a lot of record, subdivision, or development? Would the vacation of abandonment cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or

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developments with respect to police, fire, or other emergency services; or solid waste removal?

The City did not address this criterion. Instead, personal views and opinions permeated into the City Commission's decision-making process and impermissibly tainted their votes on this quasi-judicial decision. The decision made by the City Commission was not made through application of the correct law and thus this decision constitutes a departure from the essential requirements of the law and must be quashed.

B. THE CITY COMMISSION FAILED TO MAKE OR RECORD ANY FINDINGS IN VIOLATION OF THE ESSENTIAL REQUIREMENTS OF THE LAW, ALSO EVIDENCING THE FAILURE TO APPLY ESTABLISHED CRITERIA.

In determining whether the essential requirements of law were met upon a review of a quasi-judicial action, this Court must examine whether the City Commission made detailed findings of fact supporting the denial of the Application. *Irvine,* 466 So. 2d at 365. "All administrative agency orders must contain detailed findings of fact that are legally sufficient to support the decision ordered." *Id*. Furthermore, "[i]t has been repeatedly held by the courts of this state that in order to assure due process and equal protection of the laws, every final order entered by an administrative agency in the exercise of its quasi-judicial functions must contain specific findings of fact upon which its ultimate action is taken. An administrative order which fails to contain such findings is ineffectual as a predicate of the order

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sought to be enforced." *Gentry v. Dep't of Prof'l & Occupational Regulations, State Bd. of Med. Exam'rs*, 283 So. 2d 386, 387 (Fla. 1st DCA 1973); *see also Hayes v. Monroe Cty.*, 337 So. 3d 442, 445 (Fla. 3d DCA 2022).

Findings that are merely general conclusions parroting the language of the statute or ordinance are insufficient as a matter of law because such conclusions provide no way for the appellate court to know on judicial review whether the conclusions have sufficient foundation in findings of fact. *Irvine*, 466 So. 2d at 366 (citing *City of Apopka v. Orange Cty.*, 299 So. 2d 657 (Fla. 4th DCA 1974)). The failure to make specific findings constitutes a departure from the essential requirements of the law in and of itself. *Planning Com'n of City of Jacksonville v. Brooks*, 579 So. 2d 270, 272 (Fla. 1st DCA 1991) (citing *Irvine*, 466 So. 2d at 366-367). Most significantly, Florida law provides that regardless of which party bears the burden of proof, a city's failure to make adequate findings of fact constitutes a departure from the essential requirements of law. *Irvine*, 466 So. 2d at 366; *see also Brooks*, 579 So. 2d at 273-274 (finding no error in circuit court's ruling that commission failed to present any record evidence in support of its decision to deny application).

While the City at the March 9, 2023 meeting attempted to argue in rebuttal that there was police and fire review of the Master Plan, this Plan did not contemplate abandonment. (A:1646). The City Staff Report as it related to the Master Plan only

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addressed how fire and police approved of the impacts of the Project with its then current or expected infrastructure and/or staffing levels and ignored any impacts the abandonment may have as it pertains to neighboring lots. (A:759-63). Simply put, it's apples and oranges. While the police, fire and emergency services may have provided review and input as to their services to the Project, the record is devoid of any evidence as to what the impacts may or may not be to neighboring property and specifically 209 that will be losing significant access based on the abandonment. The complete lack of detailed findings requires this Court to find that the essential requirements of the law were not met. *See Brooks*, 579 So. 2d at 273; *Irvine*, 466 So. 2d at 366-367.

C. THE DECISION OF THE CITY COMMISSION IS NOT SUPPORTED BY SUBSTANTIAL COMPETENT EVIDENCE.

i. The Application is Not Justified as there is No Competent Substantial Evidence Supporting All of the Relevant Review Criteria for an Abandonment.

The criteria set forth in LDR section 2.G.3(a) is determinative of why the Application should not have been granted in this case. It provides in relevant part as noted above:

> Access. Does the subject land provide a legal means of access to a lot of record, subdivision, or development? Would the vacation of abandonment cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring

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lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal?

The Staff Reports are the City's only effort at entering substantial competent evidence into the record. (A:702-804, 1094-1110). Florida law recognizes that the staff reports prepared by the professional planning staffs are considered substantial competent evidence and satisfy the standard of evidence a governing body may rely on to support its decision. *Hillsborough Cty. Bd. of Cty. Comm'rs v. Longo*, 505 So. 2d 470 (Fla. 2d DCA 1987). Here, however, the Staff Reports are devoid of any evidence addressing whether vacation or abandonment may cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services. (A:702-804, 1094-1110). The City certainly knows of its obligations to satisfy factors in the abandonment and obtained input from City Engineering, Public Works/Utilities, Planning and Zoning, and Public Utilities. (A:1107-1110). The Staff Report even addressed the traffic issues related to these abandonments but said nothing as to the determination needed that the abandonment would not result in an interruption or unacceptable service level of police, fire, or other emergency services for 209 or any other neighboring lots. (A:1085-1110, 1398-1423, 1646).

While the City attempted to provide evidence in response to the arguments presented, it fell short. Indeed, while it provided testimony asserting that there was

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review of the master plan, there was no testimony on any police, fire, or other emergency services impacts on 209 or any neighboring properties as a result of the proposed abandonments. (A:1645-46, 1688-89). Additionally, the Staff report considering the Master Plan provided no input as to the abandonments. (A:1003-1010, 1468-75).

This constitutes a total failure to provide any competent substantial evidence satisfying LDR section 2.G.3(a), which is necessary to approve the abandonment. This failure to have any evidence that supporting the satisfaction of this LDR section must result in the denial of the Application. As the Application was approved without competent substantial evidence for a necessary element, the approval must be quashed.

VI. CONCLUSION

For the foregoing reasons, it is respectfully submitted that this Court should quash the City Commission Ordinance approving the Application, and for such other and further direct and relief as this Court may deem appropriate under the circumstances.

Respectfully submitted,

/s/ Beth-Ann E. Krimsky

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CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of April 2023, a copy of the foregoing Petition was filed via the Florida Court E-Filing Portal on all counsel of record and by email on all parties listed on the Service List below.

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CERTIFICATE OF COMPLIANCE

Undersigned counsel certifies that TIMES NEW ROMAN, 14 pt., is used in this brief.

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

BB QOZ, LLC, a Florida limited liability company,

Plaintiff,

v.

209 N. FEDERAL, LLC, a foreign limited liability company, FDC ASSOCIATES, LLC, a Florida limited liability company, and F. DAVIS CAMALIER,

Defendants.
_____/

COMPLAINT

Plaintiff, BB QOZ, LLC, a Florida limited liability company, ("BB QOZ"), by and through its undersigned counsel, files this its Complaint against 209 N. FEDERAL LLC, a Florida limited liability company ("209 N. FEDERAL"), FDC ASSOCIATES, LLC ("FDC"), and F. DAVIS CAMALIER ("CAMALIER"), and in support thereof allege as follows:

JURISDICTION, PARTIES AND VENUE

1. Plaintiff, BB QOZ, LLC, is a Florida Limited Liability Company, engaged in substantial and not isolated activity in Boynton Beach, Florida, maintains its principal place of business in Fort Lauderdale, Florida, and is operating, conducting, engaging in, or carrying on a business in Boynton Beach, Florida.

2. Defendant, 209 N. FEDERAL, LLC, is registered as a Foreign Limited Liability Company in the State of Florida, is engaged in substantial and not isolated activity in Boynton Beach, Florida, maintains its principal place of business in Boynton Beach, Florida, and is

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operating, conducting, engaging in, or carrying on a business and/or business venture in Miami, Florida.

3. Defendant, FDC ASSOCIATES, LLC, is a Florida Limited Liability Company, engaged in substantial and not isolated activity in Boynton Beach, Florida, maintains its principal place of business in Miami, Florida, and is operating, conducting, engaging in, or carrying on a business and/or business venture in Miami, Florida.

4. Defendant, F. DAVIS CAMALIER, is operating, conducting, engaging in, or carrying on a business in Boynton Beach, Florida and/or has an office or agency in this state.

5. The amount in controversy in this case exceeds $500,000.00, and the acts subject to this Verified Complaint occurred in Boynton Beach, Florida, and therefore jurisdiction and venue are proper in Palm Beach County, Florida.

6. All conditions necessary to the bringing of this action have been performed, occurred, or have been waived.

7. Plaintiff has agreed to pay the undersigned law firm its reasonable attorney's fees and costs.

GENERAL ALLEGATIONS

8. This is an action by BB QOZ to hold 209 N. FEDERAL, FDC, and CAMALIER accountable for their tortious interference, abuse of process and extortionate behavior related to BB QOZ's efforts to redevelop and revitalize a section of the City of Boynton Beach pursuant to the terms of its Purchase & Sale Agreement ("PSA") with the Boynton Beach Community Redevelopment Agency ("BB CRA"). This is nothing but a shakedown effort by CAMALIER and his entities, 209 N. FEDERAL and FDC, to hold BB QOZ, the City of Boynton Beach, and its residents' hostage in an effort to force an inflated purchase price for his adjacent property or

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receive a portion of the deal/project to which he has no right. As a result of these extortionate and tortious acts and abuse of process, BB QOZ's ability to proceed with the redevelopment and revitalization of City of Boynton Beach has been jeopardized and BB QOZ has incurred substantial damages in excess of $500,000.00.

The redevelopment and revitalization of the City of Boynton Beach

9. Pursuant to the Community Redevelopment Act of 1969, the BB CRA was established in 1982 by the City Commission to undertake activities and projects that would eradicate conditions of slum and blight in the Boynton Beach community. The main objective of the BB CRA was and is to spearhead new development and redevelopment efforts that accomplish beneficial revitalization within its boundaries through planning, redevelopment, historic preservation, economic development and affordable housing so that the tax base can be protected and enhanced by these mutually supportive activities.

10. BB CRA is responsible for developing and implementing projects within the BB CRA area, which spans 1,650 acres within eastern Boynton Beach. Its mission is dedicated to serving the community and strives to create a more vibrant community. The BB CRA Plan guides the agency to strategically execute a variety of redevelopment projects and programs that encourage the revitalization of Boynton Beach. One of the redevelopment projects is The Pierce Project (the "Project").

11. BB QOZ is a single purpose entity created by Affiliated Development, LLC ("Affiliated"). Affiliated is a national real estate investment and development company headquartered in Fort Lauderdale, Florida. Affiliated was formed with the goal of building mixed-use multifamily developments, like The Pierce, which target unmet demand and underserved areas such as the BB CRA area.

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12. 209 N. FEDERAL owns real property located at 209 North Federal Highway in the City of Boynton Beach, Florida (the "209 Property") and currently leases it to The Boardwalk Italian Ice and Creamery, LLC ("Boardwalk Ice Cream").

13. The Project is located at 115 N. Federal Highway in Downtown Boynton Beach, including the associated parking lots located at 501 NE 1st Avenue and NE 4th Street, which have long been recognized as important components in the future redevelopment of the core Boynton Beach area. The much needed and desired development to Boynton Beach will bring affordable housing to the area, restaurants, retail, office space, and public parking spaces.

14. As detailed below, this transformative Project for the citizens of Boynton Beach is a mixed-use redevelopment Project that will include 300 mixed-income residential apartments, as well as approximately 17,000 square feet of restaurant, retail, and office space, and 150 public parking spaces.

15. The Project has consisted of nearly 3 years of work, including countless hours spent meeting with residents, businesses and community stakeholders, as well as city staff, to bring about a Project that will be catalytic for east Boynton Beach - - The Pierce. This Project will cost $100 million dollars, generate $1.3 million in annual tax revenues, and create an economic impact north of $9 million per year to help support, attract and retain east Boynton Beach businesses.

16. Importantly, it will provide 150 much needed workforce housing units to provide Boynton Beach residents with a class A living experience at attainable rents, which will help ease the burden for working-class households in Boynton Beach. As part of the Tax Increment Revenue Financing Agreement ("TIRFA"), Affiliated will rent 50% of the units at 80% - 120% of the Area Median Income ("AMI") for a period of 15 years following the completion of the Project. At the end of the 15-year term, 30% of the units will be rented at the same AMI percentages for an

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additional 15 years. At the end of the 30-year term of affordability, 10% of the units will remain subject to the affordability requirements in perpetuity.

17. In addition, it will provide 150 public parking spaces, which will help support convenient access to nearby businesses and lead to the relocation of Boynton Beach dining and drinking 'establishment', Hurricane Alley, who is relocating from the southern portion of the site to Boynton Beach Boulevard, pursuant to a deal BB QOZ has made with them that will help ensure that this business (and their employees) remain in Boynton Beach for the foreseeable future. It will also lead to nearly half a million dollars in public art improvements by local artists, as committed to by BB QOZ.

18. Overall, the Project has garnered overwhelming support. Several City Commission meetings have been standing-room-only comprised of supporters of the Project, including the owners of Boardwalk Ice Cream", i.e., the operators of the business located at the 209 Property, who are on record at public meetings voicing their support for this Project. As an example of the BB QOZ's investment in the local Boynton Beach community, the Project investors will be substantially comprised of South Florida police, fire and general employee pension plans who are committed to investing where they serve.

BB CRA awarded the Project to BB QOZ and not CAMALIER or his affiliated entities.

19. In or around, September 2020, BB QOZ began actively pursuing properties that surround the BB CRA owned lots, including 115 N. Federal Highway.

20. In or around, December 2020, BB QOZ submitted a Letter of Intent ("LOI") to the BB CRA Board and Staff advising of its interest in pursuing the BB CRA owned site, 115 N. Federal Highway, for purposes of building a transformative redevelopment project.

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21. In or around March-June 2021, BB QOZ was informed that CAMALIER was interested in selling his city block property, 114 N. Federal Highway, which is across from the BB CRA owned site and his contiguous property, 209 N. Federal Highway, which is the property that is the subject of the suit.



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22. Affiliated and CAMALIER had multiple meetings and calls whereby CAMALIER expressed interest in either selling or contributing (as equity) the 209 Property for purposes of building a project together with the BB CRA owned lots.

23. At that time, in an attempt to negotiate in good faith and at the request of CAMALIER, BB QOZ shared with CAMALIER its proprietary information (via email) with a specific caveat that the proprietary information be kept confidential. Unfortunately, based on CAMALIER's subsequent actions, it was clear that CAMALIER was just gathering information to arm himself to try and gain a competitive advantage so that he could pursue the BB CRA owned lots with another development group, Hyperion Development Group ("Hyperion") and beat BB QOZ to the rights to pursue the Project.

24. On or about June 8, 2021, CAMALIER and Hyperion (a joint venture collaboration) attempted to jump the line and circumvent the Request for Proposals and Developer Qualifications ("RFP/RFQ") by submitting a LOI requesting the BB CRA Board to work with CAMALIER and Hyperion exclusively on the BB CRA owned site, largely based on the fact that CAMALIER, who was part of the proposing entity, owned the properties at 209 N. Federal Highway and 114 N. Federal Highway, and could contribute those properties towards a larger scale project. A copy of the correspondence sent by Hyperion to BB CRA dated June 8, 2021 is attached hereto as Exhibit "A".

25. The BB CRA Board held a meeting on June 9, 2021 and, in response to Hyperion's June 8, 2021 correspondence, elected not to issue the Staff prepared RFP/RFQ to solicit proposals for the BB CRA parcel located at 115 N. Federal Highway. The BB CRA wanted to further explore the LOI submitted by Hyperion and CAMALIER, as well as to allow other developers, including Affiliated, to participate.

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26. Notwithstanding and despite CAMALIER's efforts, on or about July 13, 2021, the BB CRA Board voted unanimously to reject the LOI from CAMALIER and Hyperion, and instead appropriately moved forward with a competitive RFP/RFQ.

27. On July 23, 2021, the BB CRA issued a RFP/RFQ for the acquisition and redevelopment of the BB CRA owned parcels. The RFP/RFQ Submittal due date was October 21, 2021. BB QOZ made its Submittal within the stated time frame.

28. On November 4, 2021, BB QOZ presented its Submittal Presentation to the BB CRA Advisory Board. Additional submitted RFPs were made available to the BB CRA Board Members for upcoming presentation on November 9, 2021.

29. On November 30, 2021, BB QOZ/Affiliated was selected in a landslide vote by the BB CRA Board over five (5) other bidders, including CAMALIER and Hyperion. BB QOZ then proceeded to commence negotiations on agreements for the BB CRA owned site for the Project.

30. Shortly thereafter, BB QOZ received a call from CAMALIER and Hyperion stating that BB QOZ needed to buy the 209 Property because 209 N. FEDERAL, FDC, and CAMALIER "own everything around it". In fact, 209 N. FEDERAL, FDC, and CAMALIER had the Mayor reach out to BBQOZ via email specifically asking that BB QOZ consider purchasing the 209 Property. The inference was simple: you need my property to successfully proceed with the Project.

31. Hyperion, who had an option with CAMALIER to purchase the 209 Property, indicated that the 209 Property would no longer be suitable for Hyperion because BB QOZ won the RFP. Instead, Hyperion asked BB QOZ if it wanted to assume Hyperion's option to purchase the 209 Property. A copy of the correspondence from Hyperion to BB QOZ dated December 23, 2021 is attached hereto as Exhibit "B".

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32. In or around January 2022, after signing a Non-Disclosure Agreement with Hyperion, BB QOZ evaluated the Agreement of Purchase and Sale between Hyperion and CAMALIER for the 209 Property and determined that the price was excessive for the actual value of the Property. In addition, BB QOZ determined that by assuming the purchase option and buying the 209 Property, it overcomplicated the already very complicated Project and presented multiple timing challenges. This business decision was explained to CAMALIER and Hyperion. Once CAMALIER became aware that BB QOZ was not going to purchase the 209 Property and Hyperion had no incentive, Hyperion dropped the option and CAMALIER remains the owner of the 209 Property.

33. Beginning in or around December 2021 through July 2022, BB QOZ negotiated with BB CRA Staff and BB CRA Board at significant cost multiple agreements necessary to move forward with the Project. The RFP/RFQ and BB QOZ's agreements with the BB CRA and the City of Boynton Beach related to the Project include language that the Project will be subject to City Code, the master plan, and the site plan approval process. Therefore, it was clear, as is the case in all public/private partnership such as this, that BB QOZ's initial proposal would change as may be necessary in order to comply with the City Code and meet the requirements of the City of Boynton Beach.

34. On June 7, 2022, the BB CRA Board entered into three (3) agreements including a Purchase & Development Agreement, TIRFA, and a Parking Lease Agreement with BB QOZ/Affiliated.

35. On July 5, 2022, at a City Commission Meeting, BB QOZ received approval on all three (3) BB CRA and City of Boynton Beach agreements memorializing the details of purchasing the BB CRA owned site.

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36. In or around September 2022, BB QOZ submitted for site plan approvals and participated in the site plan approval process with City of Boynton Beach staff and the multiple authorities having jurisdiction of the BB CRA owned site property and the Project. Meetings, site plan approval comments and review, coordination with Florida Power & Light ("FPL"), City of Boynton Beach staff, and other related entities were continuous.

37. Approval of the Project by BB CRA includes approval for three (3) applications of abandonment of roads located near the parcels. Abandonment of Roads is governed by Section Boynton Beach, Part III Land Development Regulations ("LDR"), Chapter 2, Article II, Planning and Zoning Division Services, Section 2.G.3.

38. At a Special Planning & Zoning Public Meeting held on or about February 6, 2023, BB QOZ received unanimous approval of the Site Plan by the Planning & Zoning Development Board. All notifications and postings were made on time. Neither 209 N. FEDERAL, CAMALIER nor their representatives attended this meeting to voice an appropriate objection for consideration by the BB CRA before it approved the Site Plan.

39. On or about February 21, 2023, the first reading of BB QOZ's updated zoning development approvals with City Commission commenced and again received unanimous approval. Bonnie Miskel, Esq., counsel on behalf of 209 N. FEDERAL, FDC, and CAMALIER, and who at one point also represented Hyperion, was present at the public meeting and spoke to object regarding the road abandonment. Ms. Miskel also sent an email and letter stating case law and threatening a lawsuit. A copy of the February 21, 2023 correspondence from Dunay, Miskel and Backman, LLP is attached hereto as Exhibit "C".

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40. On March 2, 2023, counsel for 209 N. FEDERAL, CAMALIER, and FDC requested and was granted additional time to present at the upcoming March 9, 20203 public meeting regarding the Project.

41. On or about March 9, 2023, counsel for 209 N. FEDERAL, FDC, and CAMALIER presented for thirty (30) minutes to the BB CRA Board and the City Commission to voice their objections to the Staff recommendation of approval of three (3) applications for abandonment of the Northeast 1st Avenue right-of-way, the north alley, and the south alley located in or around the BB CRA properties.

42. BB QOZ and BB CRA, in compliance with LDR, considered and presented competent and substantial evidence to support an express factual finding whether the abandonment would result in "a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal."

43. Despite 209 N. FEDERAL, FDC, and CAMALIER's objections, the second reading of BB QOZ's development approvals again received unanimous approval by the Planning & Zoning Development Board.

44. CAMALIER, 209 N. FEDERAL, and FDC challenged the approvals by objecting to the abandonment of NE 1st Street, which is necessary for the Project, and claiming that the abandonment would severely and detrimentally affect access to Boardwalk Ice Cream's business. This has no basis in fact and is simply frivolous. In truth, BB QOZ has been in constant communication with Boardwalk Ice Cream who has repeatedly been present at public meetings and has publicly supported the Project. Moreover, BB QOZ and Boardwalk Ice Cream have made arrangements for Boardwalk Ice Cream to continue its business at the Project.

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45. Having failed to jump the line with his LOI, failed to secure the Project through the RFP process, failed to get BB QOZ to buy the 209 Property at an inflated price and failed to stop the Project from moving forward based on a bogus abandonment argument, CAMALIER shifted gears in order to either get his payday or get a piece of the pie.

46. This is not surprising because CAMALIER has a history of frivolous challenges to development projects, like the Project, where he has not gotten his way. In fact, a $40 million dollar verdict against CAMALIER's entity, Camalier, LP was affirmed in Maryland regarding CAMALIER's interference with a development project by the Penrose Group. *See CR-RSC Tower I, LLC, et al. v. RSC Tower I, LLC, et al*., 429 Md. 387 (Md. 2012) 56 A. 3d 170.

47. To that end, on April 7, 2023, 209 N. FEDERAL filed a Petition for Writ of Certiorari against the City of Boynton Beach arguing that no substantial, competent evidence to support the City's decision regarding the three (3) applications of abandonment of roads was presented and as such, it was a departure from the essential requirements of the law. In its Petition, 209 N. FEDERAL is improperly attempting to re-litigate the application for abandonment.[1]

48. In its Petition, 209 N. FEDERAL states that road abandonments were not part of the Project's original plans submitted to the City of Boynton Beach. However, that is simply a self-serving statement. 209 N. FEDERAL, FDC, and CAMALIER are very well aware of the LOI, RFP/RFP, and approval process as they were involved in the same proves themselves. 209 N. FEDERAL, FDC, and CAMALIER also are very well aware that preliminary submittals are as a matter of course regularly revised during the submittal process to address and resolve issues raised

[1] Respondent, City of Boynton Beach, filed its Response to 209 N. FEDERAL's Petition for Writ of Certiorari on May 17, 2023. The Response is attached as Exhibit "D" and fully incorporated herein for reference.

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by the City and other public/private entities involved in these public/private mixed-use developments. To say otherwise is disingenuous.

49. As the City of Boynton Beach states in its Response, 209 N. FEDERAL blatantly ignores the record supporting the City's decision and is improperly asking the Court to reweigh the evidence. [2] 209 N. FEDERAL's unfounded accusations are clearly outside the record and are solely meant to delay, harass, pressure, and extort BB QOZ.

50. 209 N. FEDERAL in its Petition also falsely asserts that it opposed the road abandonment applications immediately at each stage of approval. It was not until CAMALIER, 209 N. FEDERAL, and FDC were advised that BB QOZ was not interested in purchasing the 209 Property that 209 N. FEDERAL, FDC, and CAMALIER opposed the Project.

51. The true purpose of the Petition and objections stems from BB QOZ's decision to not purchase 209 N. FEDERAL's Property at an inflated price and thereafter taking a page from CAMALIER's playbook to bring frivolous claims knowing it will delay BB QOZ from moving forward causing it substantial damages, trying to shake them down and force them to overpay, make him part of the Project, or pay him money to not protest. This extortionate behavior cannot be countenanced and is actionable.

52. As a result of 209 N. FEDERAL, FDC, and CAMALIER's calculated extortionate behavior, tortious interference, abuse of process, bad faith filing and unreasonable conduct, effective April 13, 2023 BB QOZ has been forced to cease all pre-development activity, including advising all the construction and design professionals and consultants involved and engaged in the Project that they are not able to advance any plans or work until the Petition for Writ of Certiorari is resolved.

---

2 *See* City of Boynton Beach Response pg. 2.

Armstrong Teasdale LLP 355 Alhambra Circle, Suite 1250, Coral Gables, FL 33134 T 305.371.8809 F 305.448.4155 ArmstrongTeasdale.com

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53. When BB QOZ was awarded the Project, it promised the community, potential tenants, and public and elected officials certain expectations regarding timeframes for completion. BB QOZ's forced inability to meet these expectations solely occasioned by the calculated acts of CAMALIER affects its reputation in the very community that it seeks to redevelop and revitalize.

54. The Project contains a large amount of commercial space (17,000 square feet). BB QOZ has been contacted by potential tenants, but has been unable to provide any definitive timeframes for delivery of the commercial space. There is no way for BB QOZ to determine the effect this delay will have on the viability of the overall Project from a construction and financing perspective.

55. In addition, BB QOZ secured a line of credit to assist in the financing of the pre-development activity of the Project. Every day the Project is delayed forces BB QOZ to incur additional interest, costs and expenses that BB QOZ would not have incurred but for 209 N. FEDERAL, FDC, and CAMALIER's calculated extortionate behavior, tortious interference, abuse of process, bad faith and unreasonable conduct.

56. There is no legitimate basis to the challenge that is being made by CAMALIER, 209 N. FEDERAL, and FDC. At the public, properly noticed, City Commission meeting, where 209 N. FEDERAL, FDC, and CAMALIER were allowed to present their objections, the City Commission determined, based upon the competent and substantial evidence, that access is not obstructed and voted unanimously to approve the abandonment. BB QOZ, along with its partnership with BB CRA and the City of Boynton Beach, has the right to develop and operate the Project.

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COUNT I – TORTIOUS INTERFERENCE (CAMALIER)

57. Plaintiff, BB QOZ, hereby realleges and reasserts the allegations contained in paragraphs 1 through 56 as if fully set forth herein.

58. BB QOZ has a business relationship relating to the development, ownership, and operation of the Project.

59. CAMALIER knew of the business relationship as it was involved in the investment and development of building mixed-use multi-family developments that target unmet demand and underserved areas within a specified market.

60. CAMALIER, by way of its business relationship with 209 N. FEDERAL, in a calculated manner, intentionally and unjustifiably interfered with BB QOZ's rights by, among other things, proceeding with the development of the Project.

61. As a result of CAMALIER's actions, BB QOZ has suffered damages.

WHEREFORE, Plaintiff, BB QOZ, respectfully requests that this Court enter a judgment in favor of BB QOZ for damages, including direct and consequential, costs, and interest, along with such other and further relief deemed just, equitable, and proper.

COUNT II – TORTIOUS INTERFERENCE (209 N. FEDERAL)

62. Plaintiff, BB QOZ, hereby realleges and reasserts the allegations contained in paragraphs 1 through 56 as if fully set forth herein.

63. BB QOZ has a business relationship relating to the development, ownership, and operation of the Project.

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64. 209 N. FEDERAL knew of the business relationship as it was involved in the investment and development of building mixed-use multi-family developments that target unmet demand and underserved areas within a specified market.

65. 209 N. FEDERAL, by way of filing the Petition for Writ of Certiorari, in a calculated manner, intentionally and unjustifiably interfered with BB QOZ's rights to proceed with the development of the Project.

66. As a result of 209 N. FEDERAL's actions, BB QOZ has suffered damages.

WHEREFORE, Plaintiff, BB QOZ, respectfully requests that this Court enter a judgment in favor of BB QOZ for damages, including direct and consequential, costs, and interest, along with such other and further relief deemed just, equitable, and proper.

COUNT III – TORTIOUS INTERFERENCE (FDC)

67. Plaintiff, BB QOZ, hereby realleges and reasserts the allegations contained in paragraphs 1 through 56 as if fully set forth herein.

68. BB QOZ has a business relationship relating to the development, ownership, and operation of The Pierce.

69. FDC knew of the business relationship as it was involved in the investment and development of building mixed-use multi-family developments that target unmet demand and underserved areas within a specified market.

70. FDC, by way of its business relationship with 209 N. FEDERAL, in a calculated manner, intentionally and unjustifiably interfered with BB QOZ's rights to proceed with the development of the Project.

71. As a result of FDC's actions, BB QOZ has suffered damages.

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WHEREFORE, Plaintiff, BB QOZ, respectfully requests that this Court enter a judgment in favor of BB QOZ for damages, including direct and consequential, costs, and interest, along with such other and further relief deemed just, equitable, and proper.

COUNT IV – ABUSE OF PROCESS
(209 N. FEDERAL)

72. Plaintiff, BB QOZ, hereby realleges and reasserts the allegations contained in paragraphs 1 through 56 as if fully set forth herein.

73. 209 N. FEDERAL made an illegal, improper, or perverted use of process when it filed the Petition for Writ of Certiorari against the City of Boynton Beach.

74. 209 N. FEDERAL had ulterior motives or purposes in exercising such illegal, improper, or perverted use of process. Specifically, it was not until 209 N. FEDERAL failed to sell its 209 Property at an inflated cost, either to BB QOZ, BB CRA, or Hyperion or when BB CRA did not award the Project to CAMALIER and Hyperion, or when BB QOZ refused to partner with CAMALIER, that 209 N. FEDERAL began to assert frivolous and unfounded objections to the Project, including the filing of the Petition for Writ of Certiorari.

75. As a result of 209 N. FEDERAL's actions, BB QOZ has suffered damages.

WHEREFORE, Plaintiff, BB QOZ, respectfully requests that this Court enter a judgment in favor of BB QOZ for damages, including direct and consequential, costs, and interest, along with such other and further relief deemed just, equitable, and proper.

COUNT V – EXTORTION
(CAMALIER)

76. Plaintiff, BB QOZ, hereby realleges and reasserts the allegations contained in paragraphs 1 through 56 as if fully set forth herein.

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77. Pursuant to Florida Statute Chapter 772 civil remedies exist for practices and actions that are considered criminal in nature. That Statute defines "criminal activity" as: a means to commit, to conspire to commit, or to solicit, coerce, or intimidate another person to commit: (a) Any crime that is chargeable by indictment of information under the following provisions.

78. One of the provisions referenced in Fla. Stat. 772.102(1)(a) is Section 836.05 relating to extortion.

79. Under Section 836.05, extortion is defined as:

> Whoever, either verbally or by a written or printed communication, maliciously threatens to accuse another of any crime or offense, or by such communication maliciously threatens an injury to the person, property or reputation of another, or maliciously threatens to expose another to disgrace, or to expose any secret affecting another, or to impute any deformity or lack of chastity to another, with intent thereby to extort money or any pecuniary advantage whatsoever, or with intent to compel the person so threatened, or any other person, to do any act or refrain from doing any act against his or her will.

80. Pursuant to Section 772.104(1) any person who proves by clear and convincing evidence that he or she has been injured by reason of any violation of 772.103 and the definition of criminal activity set forth in 772.102 discussed above, is entitled to recover threefold the actual damages sustained as well as reasonable attorneys' fees and costs.

81. The actions of CAMALIER, as more particularly set forth in the incorporated paragraphs herein, in purposefully and in a calculated fashion putting BB QOZ in a position that if it did not agree to its demands for an inflated purchase price of the 209 N. FEDERAL Property or let CAMALIER have a piece of the pie, it would not allow BB QOZ to proceed with the development of the Project and cause immeasurable damage to BB QOZ, constitutes extortionate behavior as set forth under Section 836.05.

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WHEREFORE, Plaintiff, BB QOZ, respectfully requests that this Court enter a judgment in favor of BB QOZ for treble damages flowing from its extortionate acts, reasonable attorney's fees and costs, along with such other and further relief deemed just, equitable, and proper.

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all matters so triable.

RESERVATIONS

BB QOZ reserves the right to amend its complaint to bring a claim for punitive damages upon the proper showing.

Dated: May 22, 2023.

Respectfully submitted,

AMRSTRONG TEASDALE LLP
355 Alhambra Circle, Suite 1250
Coral Gables, Florida 33134
Telephone: (305) 371-8809
Telecopier: (305) 448-4155

By: */s/ Nicole P. Planell* .
Glen H. Waldman, Esq.
Fla. Bar No. 618624
gwaldman@atllp.com
Nicole P. Planell, Esq.
Fla. Bar No. 72325
nplanell@atllp.com
FOR SERVICE OF PLEADINGS:
miamiefiling@atllp.com

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EXHIBIT A

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8 June 2021

HYPERION
DEVELOPMENT GROUP

888 Biscayne Boulevard, Ste. 101, Miami, FL 33132 |9 West 57th Street, New York, NY 10019 | (o) 305.416.7550 | www.hypdev.com

Boynton Beach Community Redevelopment Association
Attention: Mr. Michael Simon, Executive Director
100 E. Ocean Ave
Boynton Beach, FL 33435

Re: 115 N Federal Highway

Dear Mr. Simon,

Hyperion Development Group (www.hypdev.com) is purchasing 114 N Federal Highway and 209 N Federal Highway from long time property owner F Davis Camalier. In collaboration with the City of Boynton Beach and local stakeholders we propose to combine the full blocks east and west of North Federal Highway into a cohesive master plan with a mix of uses including multifamily, office, hotel, retail, parking garage, restaurants with outdoor seating and ample green space (a preliminary indicative massing is attached). Towards this end we propose to purchase the City owned property at 115 North Federal Highway on the west site, and seek to assemble the rest of the privately owned sites in a manner which is sensitive to the needs of local business owners.

As soon-to-be owners of both 114 N Federal Highway and 209 N Federal Highway, we are well positioned to make this a reality. As developer of a broader master plan we are not constrained by making each site work financially on its own, and can allow for careful, thoughtful planning encompassing both sides in a way that will best shape and enhance the urban experience. We would seek to collaborate with you, the CRA and the City of Boynton Beach to optimize the plan so that the Boynton Beach community gets the project it deserves.

As important, we have the experience and financial capability to execute this vision. The partnership of our firm includes Winter Properties (www.winter.com) a New York real estate investor and developer with a 100 year track record, and a related company of Standard Industries, a privately held global industrial company with in excess of $6B in annual revenue. (www.standardindustries.com). Project execution is assured through our experience. For six years I was President of Residential Development at Silverstein Properties in New York City, a developer, owner and manager of over 40 million square feet of office, residential and mixed-use properties, and the firm that redeveloped the World Trade Center. Our leadership team has worked with me for years at Silverstein and elsewhere. Recently Hyperion is in development on a large-scale mixed use project in West Palm Beach and has won an RFP competition for a large mixed use master plan in New York.

We would welcome an opportunity in the near future to get to know one another. This would include demonstrating our financial project capabilities in a more private setting to provide the level of reassurance you require. In the meantime, we respectfully request that you postpone issuance of the RFP pending your having had an opportunity to become better acquainted with our proposition.

Thank you for your consideration.

Sincerely,

Robert Vecsler
Principal and CEO, Hyperion

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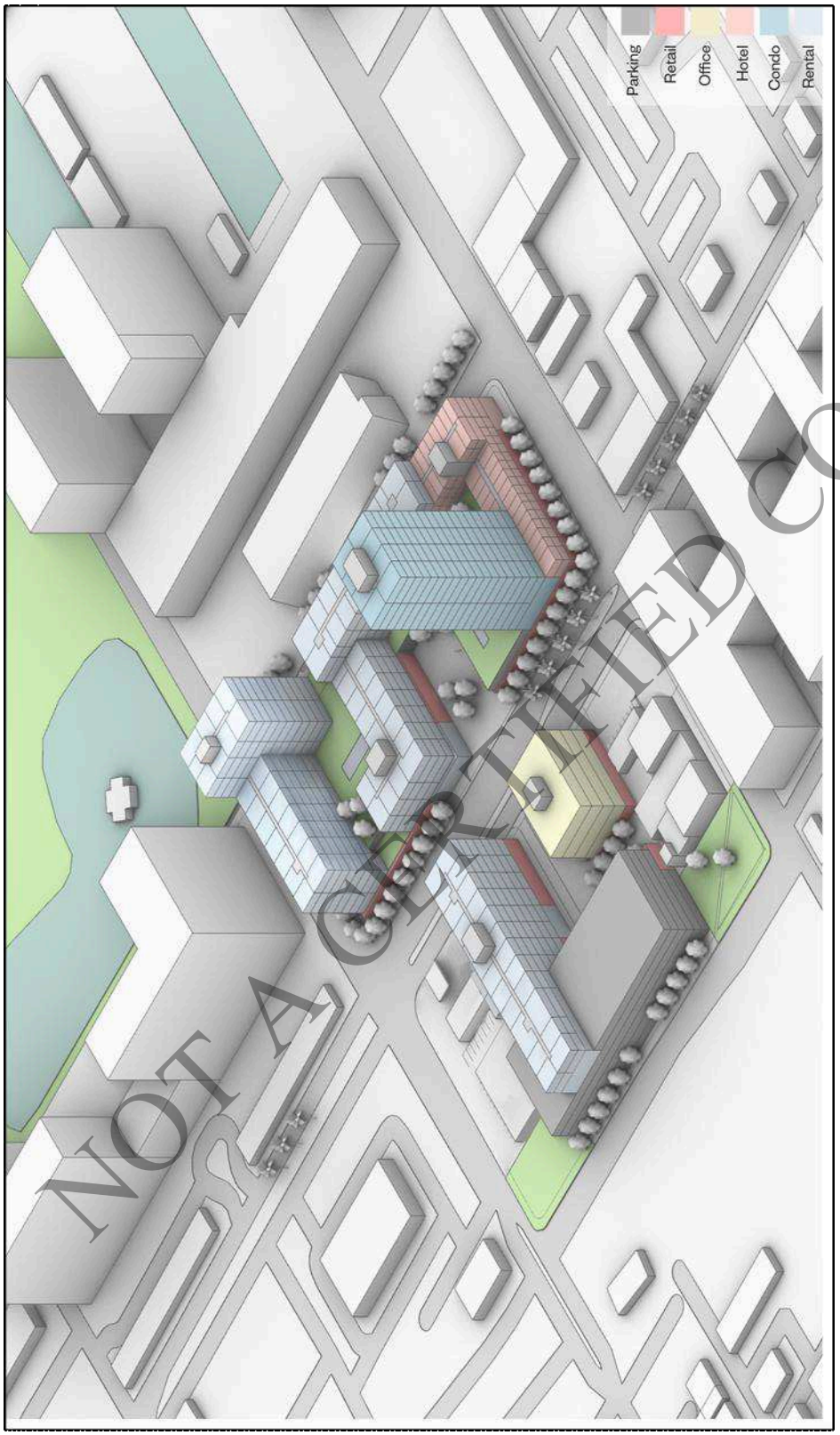
Scenario 1 - Preliminary Indicative Project Massing – Controlled Sites + City Site



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Scenario 2 - Preliminary Indicative Project Massing – Full Assemblage

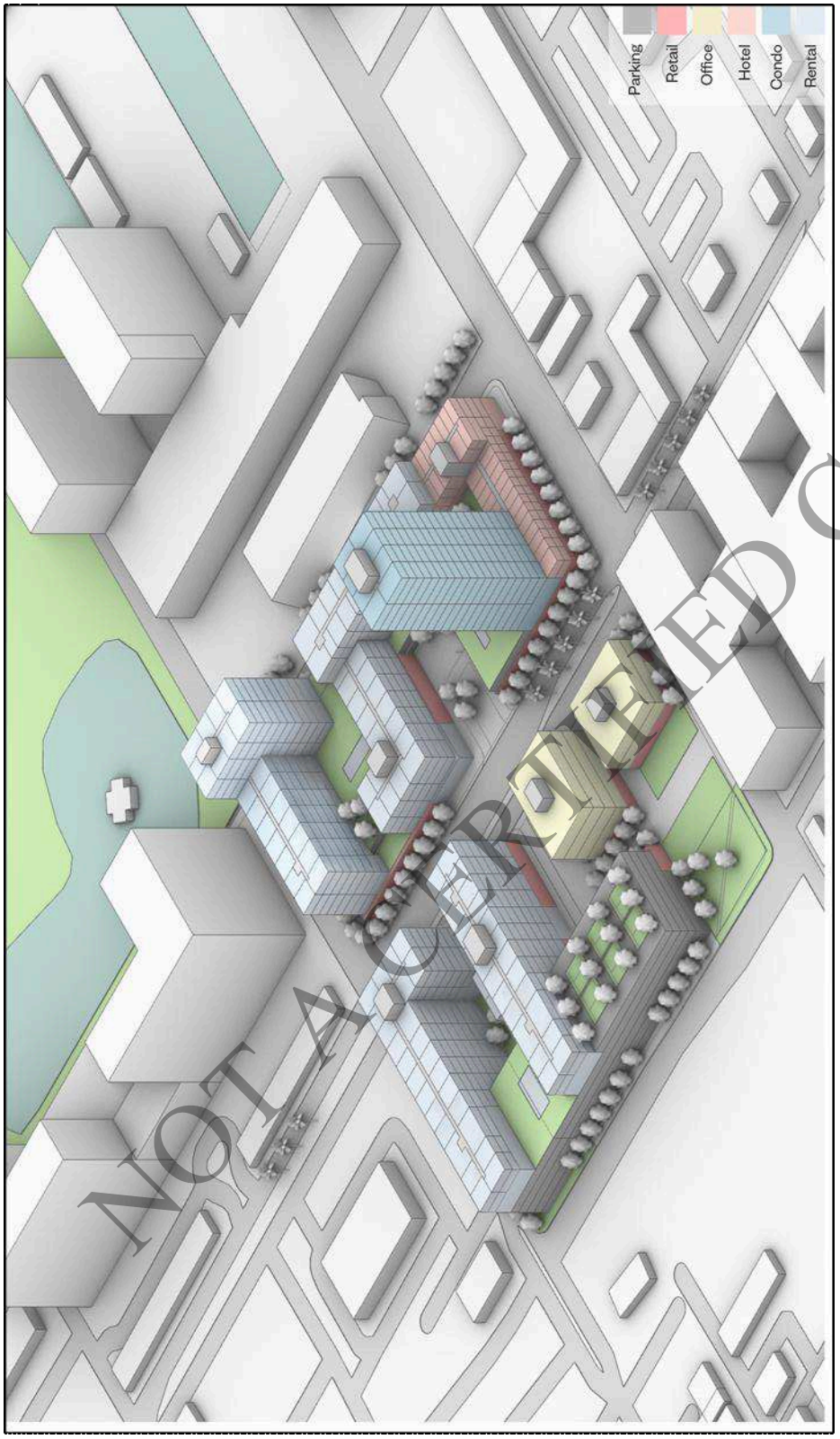

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EXHIBIT B

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December 23, 2021

888 Biscayne Boulevard, Ste. 101, Miami, FL 33132 |9 West 57th Street, New York, NY 10019 | (o) 305.416.7550 | www.hypdev.com

Boynton Beach Community Redevelopment Association
Ms. Thuy Shutt, Executive Director BBCRA
100 E. Ocean Ave
Boynton Beach, FL 33435

Re: 209 N Federal Highway

Dear Ms. Shutt,

Hyperion Group ("Hyperion") is in contract to purchase 209 N Federal Highway ("209 NFH") from long time property owner F Davis Camalier ("Seller") through a purchase and sale agreement ("PSA").

1. Hyperion is open to working with all parties to assign the PSA on 209 NFH to Affiliated Development, to the betterment of Affiliated's site plan and the Boynton Beach community as a whole. We would endeavor to work expeditiously to effect this transaction to the satisfaction of all.

2. We look forward to working with the Boynton Beach CRA, the City of Boynton Beach and the community on initiatives which can best position Hyperion to successfully initiate and complete its development at 114/222 N. Federal Highway, to the benefit of the City of Boynton Beach and the community.

Wishing you a Merry Christmas and looking forward to working collaboratively with you.

Sincerely,

Robert Vecsler
Principal and CEO, Hyperion

CC:
Ms. Lori LaVerriere, City Manager, Boynton Beach City Commission
Mr. Andrew Mack, Assistant City Manager
Ms. Kathryn Matos, Assistant City Manager
Mr. Jeff Burns, CEO, Affiliated Development
Bonnie Miskel, Esq.

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EXHIBIT C

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DUNAY MISKEL BACKMAN LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman
Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Christina Bilenki
David F. Milledge
Jeffrey Schneider
Kristen Weiss
Sara Thompson

February 21, 2023

Craig Pinder, Planner II
City of Boynton Beach
Planning and Zoning Division
100 East Ocean Avenue
Boynton Beach, FL 33435

RE: The Pierce - Three Abandonment Applications

Dear Mr. Pinder:

The undersigned represents the owner of the property located at 209 North Federal Highway ("Property"), in the City of Boynton Beach ("City"). It has come to our attention that The Pierce ("Project"), which is comprised of several different parcels located at 508 East Boynton Beach Boulevard, 115 North Federal Highway, 511 East Ocean Avenue, 515 East Ocean Avenue, 529 East Ocean Avenue, 101 North Federal Highway, Northeast 4th Street, and Northeast 1st Avenue, has applied for and received Staff recommendation of approval for three (3) applications for abandonments of the Northeast 1st Avenue right-of-way, the north alley, and the south alley (ABAN 22-001, ABAN 22-002, and ABAN 22-003) (collectively the "Application") located in and around the properties.

Please be advised that my client is opposed to the Application and respectfully requests that the City deny the Application. If the City were to approve the abandonments, it would severely and detrimentally affect access to my client's Property, which would have a significant impact on its tenant's business. Additionally, the abandonment criteria, as specified in Section 2.G.3 of the City's Land Development Regulations ("LDR"), has not been met. Specifically, Section 2.G.3 provides as follows:

a. Access. Does the subject land provide a legal means of access to a lot of record, subdivision, or development? Would the vacation of abandonment cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal?
b. Utilities. Does the subject land contain, support, or allow potable water, sanitary sew, or any other utility (e.g., cable, telephone, electricity, gas, etc.), which would be permanently stopped or interrupted, or cause an unacceptable level of service to the subject lot or neighboring lots, subdivisions, or developments?
c. Drainage and Wastewater Management. Does the subject land contain, support, or allow a legal means of drainage or wastewater management for such lot or on neighboring lots, subdivisions, or developments, which would cause or result in a stoppage, interruption, or unacceptable level of service?
d. Conservation. Does the subject land contain, support, or allow the means for the conservation or preservation of flora or fauna?

As applied to Section 2.G.3, the Project does not satisfy subsection (a), as the subject land does provide a legal means of access and these abandonments will "result in a permanent stoppage, interruption, or an

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acceptable level of service for . . . **neighboring lots** . . . with respect to police, fire, or other emergency services." Currently, ingress and egress to the Property is located on NE 1st Avenue, which may be accessed via NE 4th Street or southbound on Federal Highway. While the portion of Northeast 1st Street that is immediately contiguous to our client's Property is not being abandoned, the balance of NE 1st Street will be, which currently serves my client's Property. Further, if emergency services are required, there are currently several means of entry to the Property. Specifically, emergency responders may utilize both East Ocean Avenue and East Boynton Beach Boulevard in order to access the property via NE 4th Street. Additionally, emergency responders may also travel southbound on Federal Highway. If the Application is approved and when construction of the Project commences, access for emergency vehicles to the Property will be restricted to southbound on Federal Highway only. Federal Highway is congested with traffic several times a day at both peak and nonpeak hours. Therefore, in an emergency, access to the Property will be dangerously limited. Consequently, without the ability to access the Property via NE 4th Street, there will be an interruption and an unacceptable level of service with respect to police, fire, or other emergency services.

In addition to the diminished access for first responders, the approval of the abandonments and construction of the Project will restrict customer access to the Property, as well. As stated above, customers traveling southbound on Federal Highway have access to the Property. Currently, customers traveling northbound on Federal Highway may turn left on East Ocean Avenue, then immediately turn right onto NE 4th Street, and turn right again onto NE 1st Avenue in order to access the Property. Subsequently, following approval of the Application, access to my client's Property will be limited to right-in and right-out access only, which will greatly inconvenience customers. The increased difficulty to access the Property will result in a loss of business for my client. Furthermore, northbound travelers who seek to visit my client's Property will be forced to execute a U-Turn from Federal Highway and East Boynton Beach Boulevard. Not only northbound travelers, but southbound travelers will be required to make a U-Turn as well in order to return in the direction they came from. Approval of the Application will force U-Turns on drivers that will dimmish safe and convenient access to and from the Property.

If the City insists on approval of these abandonments, our client is entitled to several causes of action. First, pursuant to Pinellas County v. Austin, an abutting fee owner may be entitled to compensation from a public body when it closes or vacates a public street for the consequent loss of such access. The court there relied on the theory that a property right is taken without compensation when this occurs. As explained above, approval of these abandonments will result in loss of access to my client's Property. Therefore, the City will be required to financially compensate our client for his loss.

Second, pursuant to Miami v. Florida East Coast Ry. Co., the Florida Supreme Court held that an abutting owner will have a cause of action against another owner who is obstructing access or travel upon any vacated roads. This cause of action allows the abutting owner to enforce its right of access for roadway purposes. Specifically, the Court stated that "the platting of land and the sale of lots pursuant thereto creates as between the grantor and the purchaser of the lots a private right to have the space marked upon the plat as streets, alleys, etc., remain open for ingress and egress and the uses indicated by the designation." My client purchased the Property with clear reference to the associated plat and this plat distinctively marks each roadway The Pierce seeks to abandon, roadways that have been servicing my client's Property for many years. Therefore, in addition to the City's obligation to compensate our client for the loss of a property right, our client may bring suit against the owner of The Pierce for deprivation of roadway access.

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Please let me know when you are available to discuss more thoroughly Staff's rationale on recommending approval of these three abandonments. You may contact me at sthompson@dmbblaw.com or 561-405-3363. Thank you and I look forward to hearing from you.

Sincerely,

Sara Thompson

Sara Thompson, Esq.
Dunay, Miskel and Backman, LLP

cc: Ty Penserga, Mayor (by email)
Angela Cruz, Vice Mayor (by email)
Woodrow L. Hay, Commissioner (by email)
Thomas Turkin, Commissioner (by email)
Aimee Kelley, Commissioner (by email)
Amanda Radigan, Director, Planning and Zoning (by email)
Michael D. Cirullo, Jr., Esq. (by email)
Bonnie Miskel, Esq. (by email)

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EXHIBIT D

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

APPELLATE DIVISION: AY
CASE NO.: 50-2023-CA-009318-XXXX-MB

209 N. FEDERAL, LLC,
Petitioner,

vs.

CITY OF BOYNTON BEACH,
Respondent.
_____/

Opinion filed: August 14, 2024

On Petition for Writ of Certiorari from the City Commission of the City of Boynton Beach.

For Petitioner: Beth-Ann E. Krimsky, Esq., and Aaron T. Williams, Esq.
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
beth-ann.krimsky@gmlaw.com; aaron.williams@gmlaw.com

For Respondent: Anne R. Flanigan, Esq.
200 E. Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301
aflanigan@wsh-law.com

PER CURIAM.

The Petition for Writ of Certiorari is DENIED.

SHERMAN, BONAVITA, and COLLINS, JJ., concur.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

APPELLATE DIVISION: AY
CASE NO.: 50-2023-CA-009318-XXXX-MB

209 N. FEDERAL, LLC,
Petitioner,

vs.

CITY OF BOYNTON BEACH,
Respondent.
_____/

Opinion/Decision filed: August 14, 2024

Petition for Writ of Certiorari from the City Commission of the City of Boynton Beach

Petition filed: April 7, 2023

DATE OF PANEL: AUGUST 13, 2024

PANEL JUDGES: SHERMAN, BONAVITA, COLLINS

GRANTED/DENIED/OTHER: DENIED

PER CURIAM OPINION/DECISION BY: PER CURIAM

CONCURRING:	DISSENTING: With/Without Opinion	CONCURRING SPECIALLY: With/Without Opinion
/s/ James Sherman	_____	_____
DATE: 08/13/2024 J.	J.	J.
/s/ August Bonavita	_____	_____
DATE: 08/13/2024 J.	J.	J.
/s/ Sherri L. Collins	_____	_____
DATE: 08/13/2024 J.	J.	J.

FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this "Amendment") is entered into as of September 13, 2023 by and between 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, 4th Floor, Boynton Beach, Florida 33435 (hereinafter "Seller") and BB QOZ, LLC, a Florida Limited Liability Company with a business address of 613 NW 3rd Ave., Ste 104, Fort Lauderdale, Florida 33311 (hereinafter "Purchaser"). Seller and Purchaser may be referred to herein individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties entered into that certain Purchase and Development Agreement, dated as of July 8, 2022 (the "Agreement").

WHEREAS, certain alleyway abandonments, which are an essential component of the Purchaser's site plan for the Project, are currently subject to a legal challenge from a third party pursuant to a Petition for Writ of Certiorari filed by 209 N Federal, LLC against the City of Boynton Beach identified as Case No. 2023-CA-009318 (the "City Lawsuit").

WHEREAS, without waiving, releasing, diminishing or modifying any rights or legal arguments whatsoever that either Party may have with regard to the finality of site plan approval, the Parties have agreed to enter into this Amendment.

WHEREAS, the Parties enter into this Amendment to modify and amend the Agreement, all as provided for in this Amendment.

NOW, THEREFORE, in consideration of TEN & NO/100 DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Recitals; Capitalized Terms; Conflict. The foregoing Recitals are true and correct and are incorporated herein by this reference, as if set forth in their entirety. Any capitalized term not defined in this Amendment shall have the meaning ascribed to such term in the Agreement. In the event of any conflict between the terms and conditions set forth in this Amendment and those set forth in the Agreement, the terms and conditions of this Amendment shall control.

2. Development Deadlines. The Agreement shall be amended and interpreted as follows:

i. Section 21.3 of the Agreement is hereby deleted in its entirety and replaced in lieu thereof with the following:

> For the purposes of this Agreement, the term "Final Judgement" shall mean a final judgement rendered by a court such that the Petition for Writ of Certiorari filed by 209 N Federal, LLC against the City of Boynton Beach identified as Case No. 2023-CA-009318 (the "City Lawsuit") is definitively concluded and beyond all appeal.

a. If a Final Judgement is rendered within one (1) year after the date of this Amendment, the Parties shall proceed as follows:

(i) If the City Lawsuit is resolved in favor of the City of Boynton Beach (the "City") pursuant to a Final Judgment that allows Purchaser to proceed with its current site plan without modification, then Purchaser shall submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project by that date that is one hundred twenty (120) days after the Final Judgment in favor of the City is rendered.

(ii) If the Final Judgment prohibits the City from abandoning any alleyway, and if the inability to obtain the alleyway abandonment requires Purchaser to revise its site plan for the Project (as determined by Purchaser), then: (i) within sixty (60) days after the Final Judgment is rendered, the Purchaser shall appear before the Seller at Seller's regularly scheduled board meeting to update the Seller on the status of the Project; (ii) Purchaser shall submit an application for a site plan modification (the "Site Plan Modification Application") to the City within one hundred twenty (120 days of the date the Final Judgement is rendered and shall diligently and continuously pursue approval of the same; and iii) Purchaser shall submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project by that date that is one hundred and twenty (120) days from approval of the Site Plan Modification Application at public hearing.

b. If a Final Judgement is not rendered within one (1) year after the date of this Amendment, the Purchaser shall appear within four hundred twenty five (425) days of this Amendment (that is, one year plus sixty days (60) from the date of this Amendment) before the Seller at Seller's regularly scheduled board meeting to determine a revised deadline to submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project. Such deadline shall be reasonable based on the status of the City Lawsuit and the scope of the Project, supported by information which may be provided by Purchaser justifying such deadline, and such deadline shall not be more than one (1) year from the date of Purchaser's appearance before Seller.

3. Counterparts; Facsimile. This Amendment may be executed in one or more counterparts and each executed counterpart shall, for all purposes, be deemed an original and shall have the same force and effect as an original, all of which counterparts together shall constitute in the aggregate but one of the same instrument. The parties may rely on signatures transmitted via facsimile or electronic mail. This Amendment shall become effective upon execution by all parties hereto.

4. Ratification. Except as specifically modified as set forth in this Amendment, the Agreement is ratified and confirmed as written and remains in full force and effect without modification, regardless of the outcome of the City Lawsuit and the Final Judgment. The sole purposes of this Amendment are to: (i) allow for the City Lawsuit to obtain a Final Judgement

before Purchaser is required to submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project; (ii) to provide a timeline for Purchaser to submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project; and (iii) to provide a timeline for Purchaser to submit a Site Plan Modification Application, if required pursuant to Section 21.3.a.2, as that Section is modified by this Amendment.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have each executed and delivered this Amendment as of the date set forth above.

PURCHASER:

BB QOZ, LLC

Printed Name: Jeffrey Burns

Title: Authorized Signatory

Date: 9/13/2023

SELLER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Ty Penserga

Title: Chair

Date: 9/12/2023

WITNESS:

Printed Name: Kemissa Colin

WITNESS:

Printed Name: Vicki Curfman

Approved as to form and legal sufficiency:

CRA Attorney

Tack, Timothy

From: Temple, Adam N.
Sent: Wednesday, October 30, 2024 8:54 AM
To: Tack, Timothy
Subject: Regarding The Pierce: Commercial Permit Application [CMUL-2024.10.68692]

FYI – they submitted on 10/4 and paid plan review fees yesterday, so The Pierce is officially in review.

https://www.sagesgov.com/Project/Overview.aspx?id=449062

Adam Temple, MBA, CFM
Assistant City Manager
City Manager's Office
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6121
TempleA@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 law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

INFORMATION ONLY

AGENDA ITEM 8.B

SUBJECT:
Quarterly Progress Report #7 from Pulte Home Company, LLC for the Cottage District Infill Housing Redevelopment Project - October 2024 - December 2024

SUMMARY:
On February 25, 2023, the Purchase and Development Agreement (PDA) between the CRA and Pulte Home Company, LLC (Pulte) for the Cottage Infill Housing Redevelopment Project was executed. On September 12, 2023, the Board approved the First Amendment to the PDA that extended the time frame for all parties to agree on the Form of Restrictive Covenant prior to Closing and allow the plat application to be submitted within 90 days of site plan approval for consistency with the City's development review process (see Attachments I & II). On May 14, 2024, the Board approved the Second Amendment to the PDA which extended the closing date of the sale of the property to Pulte on or before December 26, 2024. The Second Amendment to the PDA was approved by the CRA Board on July 9, 2024 (see Attachment III). On December 13, 2024, the closing on the property took place.

The Cottage District will consist of 41 for sale homes and will be offered to eligible homebuyers within the Palm Beach County Workforce Housing Program's Low Income (21 townhomes) and Moderate 1 (19 single family detached units) income categories. The project will be providing much needed affordable homeownership opportunities as envisioned by the CRA Plan.

Pursuant to Section 22.I of the PDA, Pulte is required to provide a written quarterly report to the CRA Board. The January 6, 2025, letter and report (see Attachment IV & V) indicates the project is proceeding on schedule and includes the following updates:

- The Declaration, Covenant, Conditions and Restrictions were provided to the CRA on January 22, 2024.
- Final site plan and rezoning was approved in February 2024.
- CRA staff and legal reviewed and accepted the master declaration of restrictive covenants for workforce housing on February 13, 2024.
- Permits, single family model home permits submitted July 19, 2024 & townhome model permits submitted July 25, 2024. The model home/townhome permits are in review.
- Revisions to the Land Development Permit were submitted on September 10, 2024; additional City comments were received by Pulte on October 23, 2024; Pulte responded

on December 4, 2024 and Pulte is to provide the surety bond.

- The Design Plans and Plat are in technical compliance with the Land Development Regulations, approved Site Plan, and Conditions of approval. The Plat was approved by the City and the CRA and was recorded on December 10, 2024. The closing of the property was completed on December 13, 2024.
- Pulte has requested that the Land Development Permit be issued prior to the Developer's Agreement being approved by the City so that Pulte may proceed with sitework and construction.

FISCAL IMPACT:
No Fiscal Impact

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 - First Amendment to Purchase and Development Agreement
- Attachment III - Second Amendment to Purchase and Development Agreement
- Attachment IV - January 6, 2025 Pulte Report Letter
- Attachment V - Pulte Cottage District Report #7

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (hereinafter the "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, PULTE HOME COMPANY, LLC, or its affiliated assignee (hereinafter "PURCHASER," and together with the SELLER, the "Parties").

In consideration of 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 affected in order to reduce slum and blight and to enable the construction of owner-occupied, workforce, fee simple detached and attached single family homes and associated site improvements consistent with the *Cottage District Infill Housing Redevelopment Project Letter of Intent* accepted by SELLER on July 12, 2022, and PURCHASER'S responses thereto, including the *August 11, 2022 Revised Conceptual Site Plan and August 16, 2022 Architectural Elevations*, attached hereto as Exhibit "C," as amended and approved by the CRA Board on January 10, 2023, attached hereto as Exhibit "D," and according to all required development standards of the City of Boynton Beach (together with the Project Requirements set forth in Section 20, hereinafter the "Project").

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be TWO MILLION FOUR HUNDRED SEVENTY-TWO THOUSAND AND 00/100 DOLLARS ($2,472,000.00) 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 of this Agreement 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. A Second Deposit in the amount of SIXTY THOUSAND AND 00/100 DOLLLARS ($60,000.00) shall be deposited with Escrow Agent within five (5) business days of the end of the Feasibility Period, bringing the total deposit to SEVENTY THOUSAND AND 00/100 DOLLARS ($70,000.00). The Initial and Second deposits are to be credited against the total purchase price at closing and will be nonrefundable except as provided herein, subject to Closing Conditions.

PURCHASER's Initials: AMM
SELLER's Initials: EDP

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

5. Intentionally Deleted.

6. CLOSING DATE. The Closing shall take place on the ***earlier of***: (i) thirty (30) days after the last of the Closing Conditions has been satisfied; or (ii) twelve (12) months after the end of the Feasibility Period, at such location to which the Parties mutually agree in writing. PURCHASER may request a six (6) month extension subject to SELLER'S Board approval.

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 of one hundred and twenty (120) days from the Effective Date (hereinafter the "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 same condition as it existed on the Effective Date; (ii) 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; provided, however, that PURCHASER shall not be required to deliver any such materials, studies, reports, documents, and/or instruments that are considered by PURCHASER to be proprietary or confidential, or are subject to attorney client privilege or any other legal privilege, or is attorney work product, including, without limitation, PURCHASER's proforma, any marketing due diligence information, or any plans for homes or amenities. All materials delivered to SELLER will be without representation or warranty by PURCHASER (or any other person or entity) of any type or nature, expressed or implied, and shall be subject to any copyrights, rights of proprietorship or

other intellectual property rights of the authors or creators thereof. 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 business (5) days of the Effective Date of this Agreement: 1) Any existing title policies, appraisals, and 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; 2) copies of all permits, authorizations, and approvals issued by governmental authorities for the Property; and 3) any correspondence which discloses claims, allegations, or adverse information regarding the Property or SELLER with respect to the Property. As to materials that are related to the Property that come into SELLER's possession and/or control (and/or the possession and/or control of its agents) after the Effective Date, SELLER shall deliver such materials to PURCHASER and within three (3) Business Days after receipt.

8.2 Title Review. Within thirty (30) days of the Effective Date, SELLER's counsel, as closing agent for the transaction contemplated herein (hereinafter 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 an amount not less than 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: AMM
SELLER's Initials: EPP

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue an updated Title Commitment (hereinafter "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 (hereinafter the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions or covenants of this Agreement or applicable governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 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, 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 Obtaining Approvals. PURCHASER must obtain Zoning, Final Site Plan, and Final Plat Approvals from the City of Boynton Beach, Florida (hereinafter the "City") that permit the construction of the Project (collectively, the "Development Permits"). Development Permits shall be deemed "Approved" when irrevocably issued or granted by the applicable governmental authority, and all appeal periods have expired or all litigation and/or challenges to the approvals have been resolved in favor of approval. SELLER shall cooperate with PURCHASER in PURCHASER's efforts to obtain Approval of the Development Permits and the satisfaction of the Conditions to Closing, including such actions reasonably required by the governmental authorities and execution of applications, consents or other documents.

PURCHASER's Initials: AMM
SELLER's Initials: EDP

9.5 PURCHASER must secure financing, if any, for the Project within the timeframe set forth in Section 22 below.

9.6. SELLER shall deliver marketable title to the Property subject only to the Permitted Exceptions.

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

10.1 Deed and Authorizing Resolutions. SELLER shall furnish a Special Warranty Deed (hereinafter the "Deed") conveying to PURCHASER valid, good, marketable, and insurable fee simple title to the Property free and clear of all liens, encumbrances, and other conditions of title other than the Permitted Exceptions, together with such resolutions or other applicable authorizing documents evidencing approval of the transaction by the SELLER's governing body as the Closing Agent and the Title Company may require. The Deed shall contain a deed restriction restricting the dwelling units to fee simple, owner occupied residential use consistent with the applicable requirements of the Palm Beach County Workforce Housing Program (hereinafter "PBC WFP") as provided in Section 21 and as set forth in Exhibit "D."

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.

PURCHASER's Initials: AMM
SELLER's Initials: EP

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 $1,000.00.

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

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

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

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

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

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

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

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

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

13. DEFAULT.

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

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein, PURCHASER may, at its option declare SELLER in default under this Agreement in which event PURCHASER may terminate this Agreement, receive back its Deposit and neither party shall have any further rights hereunder, or PURCHASER may commence an action against SELLER for specific performance.

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 Forty-Five (45) 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. SELLER reserves the right to grant extensions to the Cure Period above, at its sole discretion, upon receipt of reasonable justification.

13.4 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:	Boynton Beach Community Redevelopment Agency Attention: Thuy Shutt, Executive Director 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:	Andrew Maxey, VP Land Acquisition Southeast Florida Division 1475 Centrepark Blvd., Suite 305, West Palm Beach, FL 33401
With a copy to:	Scott Clements VP & Area General Counsel Pulte Group 2301 Lucien Way, Suite 155 Maitland, FL 32751

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. 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 assume all rights and obligations under this Agreement, including the obligation to close the transaction contemplated herein as if such assignee were the original party to this Agreement.

16. RISK OF LOSS. In the event the condition of the Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SELLER, PURCHASER may elect, as its sole option, to terminate this Agreement and receive a refund of the Deposit and the Parties shall have no further obligations under this agreement, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any Governmental Authority which shall relate to

PURCHASER's Initials: AMM
SELLER's Initials: EPP

the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER's receipt of such notification. Should PURCHASER terminate this Agreement, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder. Should PURCHASER elect not to terminate, the Parties hereto shall proceed to Closing and SELLER shall assign all of its right, title, and interest in all awards in connection with such taking to PURCHASER.

17. BROKER FEES. The Parties hereby confirm that neither of them has dealt with any broker in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend, and hold harmless the other Party from and against any and all claims, losses, damages, costs, or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by either Party or on its behalf with any broker or finder in connection with this Agreement. However, SELLER'S indemnification obligations shall not exceed the statutory amount provided within Section 768.28, Florida Statutes, regardless if whether such claim be in contract, tort, indemnity or otherwise, and SELLER does not otherwise waive its sovereign immunity rights. The provisions of this Section shall survive Closing or termination of this Agreement.

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

19. SELLER DESIGN APPROVAL. The Project shall be developed in accordance with the plans and specifications, construction plans, budget and project schedule submitted to the SELLER by PURCHASER as part of its submission in accordance with the *Cottage District Infill Housing Redevelopment Project Letter of Intent* accepted by the CRA on July 12, 2022, and PURCHASER'S responses thereto, including the August 11, 2022 Revised Conceptual Site Plan and August 16, 2022 Architectural Elevations, attached as Exhibit "C," as amended and approved by the CRA Board on January 10, 2023, attached as Exhibit "D." Minor deviations in square footages or the total cost of the unit up to 10% may be administratively approved by the CRA Executive Director, or designee, within five (5) business days of receipt of a complete written request and supportive documents, and if the decision is not provided within such time period, the completion of construction deadline shall be automatically extended by one day for each day the decision is delayed.

PURCHASER's Initials: AMM
SELLER's Initials: EAP

20. PROJECT REQUIREMENTS.

a. Construction of a minimum of 41 for sale, owner-occupied dwelling units consisting of approximately 19 single family detached units and 22 townhomes. The mix of unit types may vary as long as the number of townhomes does not exceed 54% of the total number of units to be developed.

b. The dwelling units shall be limited to a maximum of two stories with a mean roof height not to exceed 35 feet.

c. Impact windows shall be installed throughout all dwelling units within the Project.

d. The interior and perimeter streetscape shall consist of a mixture of one and two-story single family detached units and townhomes consistent with the Coastal style architectural elevations depicted in Exhibit "D." The elevations depicted in Exhibit "D" shall incorporate similar architectural elements for the single family detached units and townhomes to avoid a monotonous appearance and provide a streetscape with visual interest, including varying the models and exterior colors. A model and color scheme may be the same on adjoining lots, but may not be repeated on three adjoining lots.

e. Pedestrian scaled street lights installed along the entire perimeter of the Project shall be complimentary to those existing along N. Seacrest Boulevard adjacent to the Project site.

f. On-street parking spaces where feasible.

g. Minimum five-foot sidewalk width along the entire perimeter of the Project.

h. Use of street and site trees that "exceed the minimum size and caliper requirement" of the City's Land Development Regulations to be installed as part of the proposed Project.

i. Enhancement of dry detention area to include items such as picnic tables, grills, perimeter walkway, etc.

j. Provision of a Builder's Warranty for a period of one (1) year for each housing unit completed and sold. The one (1) year warranty period shall commence at time of closing for each dwelling unit.

k. Implementation of a plan or program to market and solicit sales of the dwelling unit to existing income qualified Boynton Beach residents no later than sixty (60) days after Commencement of Construction, recognizing that PURCHASER can not make representations or guaranties about which prospective buyers will be selected in the lottery process described in Section 21 below. All marketing materials shall include notification to prospective buyers of the deed restrictions as described in Section 10.1, the Palm Beach County Workforce Housing Program (PBC WFP), and submitted to SELLER for review for consistency with the terms of this Agreement prior to implementation. SELLER will provide PURCHASER with a decision within ten (10) calendar days of such request, and if the decision is not provided within such time period, the deadline shall be automatically extended by one day for each day the decision is delayed.

l. Implementation of a plan or program to promote the use of local contractors, sub-contractors, and laborers in the Project and reporting the results of the plan or program as part of the project's progress report requirements consistent with Section 22.l to the SELLER as part of the project's quarterly reports and at the conclusion of the Project.

m. Prior to and during the construction of the Project, PURCHASER shall:

1) Include in all contracts with contractors requirements that the contractors used good faith efforts to hire and train City residents to participate in the construction of the Project;

2) Provide no less than 15% of the construction costs which are estimated to be $11,701,742.00 to local subcontractor(s) in the municipal boundaries of the City of Boynton Beach and/or unincorporated Boynton Beach;

3) Provide documentation of the efforts and results of local hiring in the required quarterly reports and final closeout report required pursuant to Section 22.l within 30 days of the issuance of the last Certificate of Occupancy.

n. All requirements and obligations set forth in Exhibit "D" are incorporated herein by reference. Any variations in Exhbit "D," shall be equivalent in quality and aesthetics. Minor deviations in square footages or the total cost of the unit up to 10% may be administratively approved by the CRA Executive Director, or designee, within five (5) business days of receipt of a complete written request and supportive documents.

21. INCOME QUALIFICATION PROCESS, PBC RESTRICTIVE COVENANT AND PROCESS FOR SALE TO PROSPECTIVE HOMEOWNERS. The sale and resale price of each unit shall be in accordance with the PBC WHP. Each residential unit will be encumbered by a restrictive covenant in the form required by PBC WHP, as agreed by the the Parties prior to the expiration of the Feasibility Period. The targeted prospective buyers for the Project are the Low Income to Moderate 1 income categories (60% to 100% PBC AMI) and SELLER and PURCHASER intend for

the Project to be developed, constructed, and priced to sell to include a proportional mix of buyers within the targeted income ranges.

a. PURCHASER shall coordinate with PBC for the income qualification process for all units within the Project.

b. SELLER will assist in the outreach to educate Boynton Beach residents regarding the availability of the units and the income qualification and sale process.

c. PURCHASER shall notify the SELLER in writing a minimum of 45 (forty-five) days prior to when income qualification applications will be accepted by PBC and when the sale of the units will be provided to the general public.

d. PURCHASER shall utilize a lottery process to select the income certified prospective buyers.

e. PURCHASER shall create and maintain a project website or project page on its company website which will provide information to prospective buyers about the Project. The information will include details such as but not limited to the Project's site plan, floor plans, colored elevations, photographs or renderings, amenities, sales progress, income qualification requirements, and key personnel contact information. The website or project page will be launched no later than sixty (60) days after commencement of construction of the first dwelling unit and will be maintained through the closing of the last dwelling unit, unless otherwise required by Palm Beach County.

22. DEVELOPMENT TIMELINE. PURCHASER is required to comply with the deadlines set forth below. PURCHASER shall provide Seller with written documentation evidencing completion of each action (collectively the "Project Milestones") on or before each deadline but no later than ten (10) days after completing each deadline.

a. PURCHASER shall submit applications to the City for platting, site plan, and zoning necessary for the Project within sixty (60) days of receipt of posting of the second deposit.

b. PURCHASER shall provide SELLER with a copy of all homeowner association governing documents for review prior to site plan approval.

c. PURCHASER shall diligently and continously pursue site plan approval and all other required land development approvals until the same are issued.

d. PURCHASER shall obtain all site plan and all Development Permit Approvals within twelve (12) months after site plan application. PURCHASER may request a six (6) month extension from SELLER's Board to obtain approvals.

e. PURCHASER shall obtain approval for the Project from its Asset Management Committee (AMC) prior to expiration of the Feasibility Period.

f. PURCHASER shall submit construction documents and all necessary applications to the City to obtain necessary building permits for the Project within one hundred and eighty (180) days of obtaining formal site plan approval from the City, unless the City requires additional approvals be issued prior to the building permits being submitted. Proof of permit application fees paid will be provided to the SELLER upon submission to the City. Within ten (10) days of City issuance of the building permit, a copy will be provided to SELLER.

g. PURCHASER shall commence construction of the Project's civil and site work, as defined by the City of Boynton Beach Code, within ninety (90) days of PURCHASER obtaining an approved land development permit for the Project.

h. PURCHASER shall commence construction ("Commence Construction") of the dwelling units within ninety (90) days of receiving the first five building permits for the Project. The Project shall be developed in accordance with the Coastal style conceptual site plan with model types, architectural floor plans, elevations, proposed schedule, costs, and color schemes as attached as Exhibit "D."

i. PURCHASER shall obtain a Certificate of Occupancy for the final dwelling unit of the Project within two (2) years of commencement of construction of the first residential unit ("Completion Date"), subject to any Unavoidable Delay event (as defined herein) which prevents PURCHASER from commencing and completing such construction ("Complete Construction").

j. PURCHASER shall ensure that the Groundbreaking ceremony will occur prior to, or simultaneously with the commencement of construction of the first unit.

k. PURCHASER shall ensure that a Ribbon Cutting ceremony will occur prior to the closing of the first housing unit or within sixty (60) days thereafter.

l. PURCHASER, upon thirty (30) days prior notice from SELLER, shall make a presentation to SELLER at a regularly scheduled meeting of the SELLER's Board, or at such other meeting as the Parties may agree, no less than quarterly, beginning at six (6) months after the Effective Date and ceasing after the presentation following completion of construction. In addition, PURCHASER shall provide a written report once every three months until the construction completion and the issuance of the last Certification of Occupancy for the Project. These reports shall be presented to the SELLER's Board (with or without PURCHASER'S participation) at the next regularly scheduled public meeting. Such presentation and written reports shall include photographs and an update on the progress of obtaining zoning, site plan, land development, and, building permit approvals, status of construction, compliance with any deadlines, terms, and provisions of this Agreement, including but not limited to income eligibility

documents, sales contracts, closing documents evidencing the prospective buyers are within the required PBC AMI, and such other information reasonably requested by the SELLER to determine compliance with this Agreement. PURCHASER agrees to promptly reply to any inquiries of the SELLER's Board concerning the progress of the Project. PURCHASER agrees to provide SELLER with copies of any progress, monitoring, or other similar reports supplied to Palm Beach County regarding the Project.

m. 'Unavoidable Delay" is a delay due to area wide strikes; acts of God; floods; hurricanes; casualties; fire; acts of the public enemy; governmental moratoriums; and inability to procure or a general shortage of labor, equipment, facilities, materials, or supplies in the open market that prevent the PURCHASER's ability to perform its obligations under this Agreement. An Unavoidable Delay shall be limited to a day for day extension for only the period that PURCHASER's ability to perform under this Agreement is impacted. If either party intends to claim excusal of performance due to Unavoidable Delay, that party shall notify the other party within 60 days of the onset of the event of Unavoidable Delay; otherwise, the rights for excusal of performance under this paragraph shall be deemed waived for that event of Force Majeure

23. PURCHASER POST CLOSING DEFAULT

23.1 Purchaser Obligations and Notice. If Purchaser fails to close or is in default under the Agreement prior to Closing, then it shall be a default hereunder and treated as provided in Section 13, above. If Purchaser fails to Commence Construction or Complete Construction, defined in Sections 22.g., 22.h, and 22.i. above, as otherwise provided in this Agreement, then SELLER shall have a reverter and right of repurchase, as provided in Section 23.2 below.

23.2 Reverter Clause and Repurchase. The Special Warranty Deed shall contain a reverter clause that shall run with the Property with a reversionary interest and right to repurchase in favor of SELLER upon occurrence of one of the following:

(1) The failure of PURCHASER to commence construction on any one or more residential units as required under Section 22.h above.

(2) PURCHASER commences construction, but fails to complete construction and obtain a certificate of occupancy for any one or more residential units as required under Section 22.i. above, subject to any Unavoidable Delay event which prevents PURCHASER from commencing and completing such construction.

If SELLER intends to elect a right of reversion or repurchase, SELLER shall provide written notice to PURCHASER of such election (the "Reversion/Repurchase Notice") and PURCHASER shall have fifteen (15) days to cure such claimed breach, unless a longer cure period is approved by Seller or its designee. PURCHASER agrees that in the event of either (1) or (2)

PURCHASER's Initials: AMM
SELLER's Initials: EP

above, the Property or any combination of the lots and any and all improvements erected thereon shall, at SELLER'S election and after the notice and right to cure provided herein, revert to SELLER without the necessity of PURCHASER taking any affirmative action to effectuate the reversion. Such reversion, if elected, shall be effective as of the date of recordation of a notice of election by SELLER. However, upon written notice from SELLER, PURCHASER shall execute and deliver to SELLER a Special Warranty Deed and such other instruments and shall take such other actions as may be reasonably requested by SELLER for the purpose of evidencing such reversion of record within ten (10) business days of receiving the aforementioned written notice from SELLER. Upon reversion, SELLER may immediately reenter and repossess the Property.

In the event the SELLER exercises its right of reverter, SELLER shall reimburse PURCHASER as follows:

a. Prior to commencement of land development and construction of the dwelling units – The purchase price of the Property less the deposits as set forth in Sections 2 and 3 of this Agreement.

b. After commencement of construction of the units but prior to the sale of the first dwelling unit – The purchase price of the Property less the deposits as set forth in Sections 2 and 3 of this Agreement and verifiable land development costs.

c. Prior to completion of construction of the last dwelling unit – The lesser of the following: 1) The purchase price of the Property plus the verifiable land development cost, divided by the total number of lots resulting in the individual lot cost, which individual lot cost shall be multiplied by the number of lots that have not been developed; or the mutually agreed upon appraised value of the undeveloped portion of the Property.

For any home under 23.2(2) where PURCHASER has commenced construction, PURCHASER shall provide SELLER with a limited, non-exclusive right and license to use the Plans and Specifications, sketches, shop drawings, as-built plans and other materials prepared by, or furnished to, the PURCHASER in order to finish the completion of the homes, without warranty, express or implied, and in their "AS IS" condition. SELLER shall not copy, sell, assign or otherwise reproduce or grant any other person or entity the right to copy, sell, use or otherwise reproduce the Plans and Specifications, or any part thereof, except in connection with the construction of the homes on the Property.

SELLER shall pay for all expenses of transfer (excluding legal fees for counsel for PURCHASER and expenses related to cure and correction of title defects). The foregoing rights and obligations shall be incorporated into the Special Warranty Deed to be executed and delivered by SELLER to PURCHASER at Closing and shall be deemed to be a Permitted Exception.

PURCHASER's Initials: AMM
SELLER's Initials: ETP

SELLER and PURCHASER will agree on the language for the Special Warranty Deed during the Inspection Period.

23.3 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 the period of time from the Effective Date until the date the Certificate of Occupancy for the final dwelling unit as described in Exhibit "D" is obtained. The terms and conditions of this right shall be set forth within the Special Warranty Deed as follows:

Should PURCHASER receive an offer to purchase the Property pursuant to a binding Agreement which PURCHASER intends to accept before the first sale of the dwelling unit, PURCHASER shall give SELLER notice of the offer by delivering a copy of the Agreement to SELLER ("Notice") pursuant to the Notice requirements of Section 14 above prior to PURCHASER'S acceptance. Within ten (10) days of receipt of the Notice, SELLER shall schedule this item on the earliest available CRA Board agenda for approval to 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 CRA Board approval, deliver to PURCHASER an agreement to purchase the Property for the same purchase price as set forth Section 2 of this Agreement. PURCHASER and SELLER shall enter into a Purchase and Sale Agreement upon mutually accepted terms and conditions. If SELLER fails to exercise or waive its right of first refusal in accordance with the terms and conditions stated herein, within thirty (30) days after receipt of the Notice, then SELLER's right of first refusal shall be deemed to have been waived and the new owner shall specifically assume all of the obligations of the PURCHASER under this Agreement. The terms and conditions of this Section shall survive closing.

The foregoing rights of first refusal shall not be applicable to the sale of homes to retail buyers, as contemplated under this Agreement, or to transfers transpiring in the event that the Property is to be conveyed to the governing Homeowner's Association.

24. MISCELLANEOUS.

24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 Conflict Between Documents. Unless otherwise specifically stated, in the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms of this Agreement shall supersede the terms in such exhibit.

24.6 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.

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

PURCHASER's Initials: AMM
SELLER's Initials: EP

24.8 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.

24.9 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.

24.10 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.

24.11 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both Parties.

24.12 Survival. The covenants, warranties, and representations 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.

24.13 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.

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

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 Agreement and destroy any duplicate public records that are exempt or

confidential and exempt. All records stored electronically must be provided to the SELLER in a format that is compatible with the information technology systems of the SELLER.

IF PURCHASER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PURCHASER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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

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.

25. PERIMETER FENCING. SELLER has erected perimeter fencing around the Property pursuant to a leasing Agreement with a third-party and SELLER shall cover all costs associated with same for a one (1) year term or until closing, whichever comes first. PURCHASER shall thereafter be responsible for all costs associated with the fence, including all lease payments and removal costs.

26. TERMINATION. The obligations of PURCHASER and SELLER shall terminate upon the earlier of (i) the issuance of the last Certificate of Occupancy for the Project; or (ii) failure by the PURCHASER to complete the Project before the Completion Date, as described in Section 22.i, unless extended as provided by written agreement of the Parties or as otherwise specifically provided in this Agreement.

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PURCHASER's Initials: AMM
SELLER's Initials: EPP

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

PURCHASER:

PULTE HOME COMPANY LLC

Printed Name: ANDREW MAXEY

Title: VP-LAND ACQUISITION

Date: 2/20/2023

SELLER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Ty Penserga

Title: Chair

Date: 2/25/2023

WITNESS:

Printed Name: Eliot Goldstein

WITNESS:

Printed Name: THUY T SHUTT

Approved as to form and legal sufficiency:

CRA Attorney

The remainder of this page was intentionally left blank.

PURCHASER's Initials: AMM
SELLER's Initials: ETP

EXHIBIT "A"
LEGAL DESCRIPTION

LAND DESCRIPTION:
Lots 1 through 8, Block 1 of SUNNY-SIDE ESTATES, according to the Plat thereof, as recorded in Plat Book 26, Page 16 of the Public Records of Palm Beach County, Florida.
(PIN:08-43-45-21-28-001-0010; PIN:08-43-45-21-28-001-0020;
PIN:08-43-45-21-28-001-0031; PIN:08-43-45-21-28-001-0041;
PIN:08-43-45-21-28-001-0061; PIN:08-43-45-21-28-001-0071)

TOGETHER WITH:
Lot 1, LESS the east 10 feet thereof, Block 3, SHEPARD ADDITION TO BOYNTON, according to the plat thereof as recorded in Plat Book 2, Page 59 of the Public Records of Palm Beach County, Florida.
(PIN:08-43-45-21-29-003-0011; PIN:08-43-45-21-29-003-0012;
PIN:08-43-45-21-29-003-0013; PIN:08-43-45-21-29-003-0014)

TOGETHER WITH:
Lot 2 and the northeast quarter (NE 1/4) of Lot 3, in Block 3, SHEPARD ADDITION TO BOYNTON, according to the plat thereof as recorded in Plat Book 2, Page 59 of the Public Records of Palm Beach County, Florida.
(PIN: 08-43-45-21-29-003-0020; PIN:08-43-45-21-29-003-0032)

TOGETHER WITH:
The north 140 feet of Lot 5 (less the west 20 feet thereof), the north 140 feet of the west one-half of Lot 3 and the north 140 feet of the east 25 feet and the north 140 feet of the west 75 feet of Lot 4, all in Block 3, SHEPARD ADDITION TO BOYNTON, according to the plat thereof as recorded in Plat Book 2, Page 59 of the Public Records of Palm Beach County, Florida.
(PIN: 08-43-45-21-29-003-0033)

TOGETHER WITH:
The south 160 feet of the west one-half (1/2) of Lot 3, and the south 160 feet of the east 25 feet of Lot 4, Block 3, SHEPARD ADDITION TO BOYNTON BEACH, FLORIDA, 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 2, Page 59.
(PIN: 08-43-45-21-29-003-0034)

TOGETHER WITH:

The west 75 feet of Lot 4, LESS the north 140 feet thereof, Block 3, SHEPARD ADDITION TO BOYNTON, according to the plat thereof as recorded in Plat Book 2, Page 59 of the Public Records of Palm Beach County, Florida.
(PIN: 08-43-45-21-29-003-0041)

TOGETHER WITH:
The south 25 feet of Lot 7 and the north 25 feet of Lot 8, LESS the west 35 feet thereof, all in Block 3, SHEPARD ADDITION TO BOYNTON, according to the plat thereof as recorded in Plat Book 2, Page 59 of the Public Records of Palm Beach County, Florida.
(PIN: 08-43-45-21-29-003-0071)

TOGETHER WITH:
The south 75 feet of Lot 8, Block 3, LESS W 35 feet and exterior curve area road right-of-way, of SHEPARD ADDITION TO BOYNTON, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, Page 59, of said Public Records.
(PIN: 08-43-45-21-29-003-0081)

TOGETHER WITH:
Lot 5, Block 3, of SHEPARD ADDITION TO BOYNTON, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, Page 59, LESS the north 140 feet of the east 80 feet of said Lot and LESS the north 175 feet of the west 20 feet of said Lot, and LESS the south 100 feet of the east 50 feet of said Lot, as described in deed recorded in Official Records Book 866, Page 686; Deed 1118, Page 221; and Deed Book 855, Page 350 of the Public Records of Palm Beach County, Florida.
(PIN: 08-43-45-21-29-003-0051)

TOGETHER WITH:
A portion of that abandoned 15 foot wide alley running east/west from Seacrest Boulevard to NE 1st Street, abandoned by Ordinance No. 18-028 and recorded in Official Records Book 30320, Page 662 of the Public Records of Palm Beach County, Florida, said alley lying contiguous to the north line of Block 3, SHEPARD ADDITION TO BOYNTON, according to the plat thereof, as recorded in Plat Book 2, Page 59, of the Public Records of Palm Beach County, Florida and contiguous to the south line of Block 1, SUNNY-SIDE ESTATES, according to the plat thereof, as recorded in Plat Book 26, Page 16, of the Public Records of Palm Beach County, Florida, bounded as follows:

Bounded on the east by the northerly extension of the west line of the east 10 feet of Lot 1, Block 3 of SHEPARD ADDITION TO BOYNTON; bounded on the south by the south line of said 15 foot Alley, also being the north line of Block 3 of said SHEPARD ADDITION TO BOYNTON; bounded on the west the northerly extension of the east line of the west 20 feet of Lot 5, Block 3 of said

SHEPARD ADDITION TO BOYNTON; and bounded on the north by the north line of said 15 foot Alley, also being the south line of said Block 1, SUNNY-SIDE ESTATES.

TOGETHER WITH:
The east 50 feet of the south 150 feet of Lot 3, Block 3 of SHEPARD ADDITION TO BOYNTON BEACH, according to the plat thereof in Plat Book 2, Page 59, of the Public Records of Palm Beach County, Florida.
(PIN: 08-43-45-21-29-003-0031)

TOGETHER WITH:
The east 50 feet of the south 100 feet of Lot 5, Block 3, SHEPARD ADDITION TO BOYNTON, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Page 59, said lands situate, lying and being in Palm Beach County, Florida.
(PIN: 08-43-45-21-29-003-0052)

Said lands situate in the City of Boynton Beach, Palm Beach County, Florida and containing 201,778 square feet (4.632 acres) more or less.

EXHIBIT "B"
LOCATION MAP

Cottage District Location Map



PURCHASER's Initials: AMM
SELLER's Initials: EPP

EXHIBIT "C"
PURCHASER'S LETTER OF INTENT PACKAGE PRESENTED
AT THE SEPTEMBER 13, 2022 CRA BOARD MEETING

PURCHASER's Initials: AMM
SELLER's Initials: ETP

From:	Andrew Maxey
To:	Shutt, Thuy
Cc:	Tack, Timothy; Utterback, Theresa; Nicklien, Bonnie; Curfman, Vicki; Hill, Vicki
Subject:	RE: Pulte LOI- Cottage District
Date:	Thursday, June 2, 2022 8:58:00 AM
Attachments:	image011.png image012.png image013.png image014.png image015.png image016.png Pulte LOI - Cottage District BBCRA_v2.pdf

Good Morning Thuy,

Although it's not specifically referenced in the LOI, I also want to reaffirm Pulte's commitment to working with as many local vendors and contractors as possible on this project. Pulte has existing contracts with 6 vendors located in Boynton Beach, 2 of which are within the boundary of the CRA. We also plan on utilizing local consultants for the community outreach phase of the project.

Please let me know if you have any additional questions. Thank you.

Andrew Maxey – VP Land Acquisition
Southeast Florida Division
1475 Centrepark Blvd., Suite 305, West Palm Beach, FL 33401
Direct (561) 206-1410
Cell (404) 451-2386
andrew.maxey@pultegroup.com

From: Andrew Maxey
Sent: Wednesday, June 1, 2022 9:02 AM
To: Shutt, Thuy <ShuttT@bbfl.us>
Cc: Tack, Timothy <TackT@bbfl.us>; Utterback, Theresa <UtterbackT@bbfl.us>; Nicklien, Bonnie <NicklienB@bbfl.us>; Curfman, Vicki <CurfmanV@bbfl.us>; Hill, Vicki <HillV@bbfl.us>
Subject: RE: Pulte LOI- Cottage District

Thuy,

Sorry for the delay here. I have updated our LOI to reflect the 3 new single family plans we are proposing (Browning, Chapman, and Hamden). The collateral provided in Exhibit C show the front elevations, floorplans, square footage, and bed/bathroom count.

Let me know any questions. Thanks.

Andrew Maxey – VP Land Acquisition
Southeast Florida Division
1475 Centrepark Blvd., Suite 305, West Palm Beach, FL 33401
Direct (561) 206-1410
Cell (404) 451-2386
andrew.maxey@pultegroup.com

From: Shutt, Thuy <ShuttT@bbfl.us>
Sent: Tuesday, May 17, 2022 7:02 PM
To: Andrew Maxey <Andrew.Maxey@PulteGroup.com>
Cc: Tack, Timothy <TackT@bbfl.us>; Utterback, Theresa <UtterbackT@bbfl.us>; Nicklien, Bonnie <NicklienB@bbfl.us>; Curfman, Vicki <CurfmanV@bbfl.us>; Hill, Vicki <HillV@bbfl.us>
Subject: RE: Pulte LOI- Cottage District

Good evening, Andrew,

Thank you for your updated letter. We appreciate your interest in our Cottage District Project. We will update our files to include this revised LOI for the CRA Board's consideration at their July 12th meeting (since the 30 day public notice time period will not end until after the June 14th Board meeting).

Could you please give me a call at your earliest convenience so I can make sure the attached document (which was included in the 5/10 agenda item) will be updated to correctly reflect your revised LOI (SFD model size and types, etc.). Thank you.

Thuy Shutt, AIA, FRA-RA
Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9098
ShuttT@bbfl.us | http://www.boyntonbeachcra.com

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Andrew Maxey <Andrew.Maxey@PulteGroup.com>
Sent: Tuesday, May 17, 2022 4:37 PM
To: Shutt, Thuy <ShuttT@bbfl.us>
Subject: RE: Pulte LOI- Cottage District

Thuy,

Attached please find Pulte's revised Letter of Intent to purchase the Cottage District property.

Thanks,

Andrew Maxey – VP Land Acquisition
Southeast Florida Division
1475 Centrepark Blvd., Suite 305, West Palm Beach, FL 33401
Direct (561) 206-1410
Cell (404) 451-2386
andrew.maxey@pultegroup.com

From: Shutt, Thuy <ShuttT@bbfl.us>
Sent: Wednesday, April 27, 2022 10:46 PM
To: Andrew Maxey <Andrew.Maxey@PulteGroup.com>
Subject: RE: Pulte LOI- Cottage District

External Sender

Thank you, Andrew. We will include this for the CRA Board consideration at the May 10th CRA Board meeting. We will provide you with the agenda item once the board packet is finalized and uploaded on the website (scheduled for May 3rd).

Thuy Shutt, AIA, FRA-RA
Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435

561-600-9098
ShuttT@bbfl.us | http://www.boyntonbeachcra.com

America's Gateway to the Gulfstream

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From: Andrew Maxey <Andrew.Maxey@PulteGroup.com>
Sent: Tuesday, April 26, 2022 3:41 PM
To: Shutt, Thuy <ShuttT@bbfl.us>
Subject: Pulte LOI- Cottage District

Good Afternoon Thuy,

I hope all is well with you. Pulte would like to respectfully submit the attached Letter of Intent to purchase the Cottage District property owned by the CRA.

Please reach out with questions.

Thank you,

Andrew Maxey – VP Land Acquisition
Southeast Florida Division
1475 Centrepark Blvd., Suite 305, West Palm Beach, FL 33401
Direct (561) 206-1410
Cell (404) 451-2386
andrew.maxey@pultegroup.com

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CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message and any file attachments from your computer. Thank you.

REVISED: June 1, 2022

To: Thuy Shutt
Executive Director
Boynton Beach CRA

Subject: Letter of Intent to Purchase Cottage District Property

Thuy,

Enclosed is the revised Letter of Intent for Pulte Home Company, LLC (Pulte) to acquire a +/-4.5-acre property owned by the Boynton Beach Community Redevelopment District, commonly known as the Cottage District Property.

Pulte has made the following changes to the terms of the LOI:

- **Purchase Price**- Increased land price to match the appraisal of $2,472,000 and removed 3% marketing fee.

- **Home Sale Prices**- Adjusted our commitment on home sale prices to only target buyers in the Low and Mod-1 categories (60% to 100%), resulting in sales prices of $168,420 and $216,540, respectively.

- **Home Architecture**- Added samples of the architecture style (see Exhibit C).

It is also important to note that Pulte's proposal is for 100% fee simple ownership and has no rental component. In alignment with the goals and principles contained in the 2016 Boynton beach CRA Redevelopment Plan, our proposal is uniquely designed to complement and add character to the neighborhood and provide home ownership for residents in the 40% to 100% AMI range.

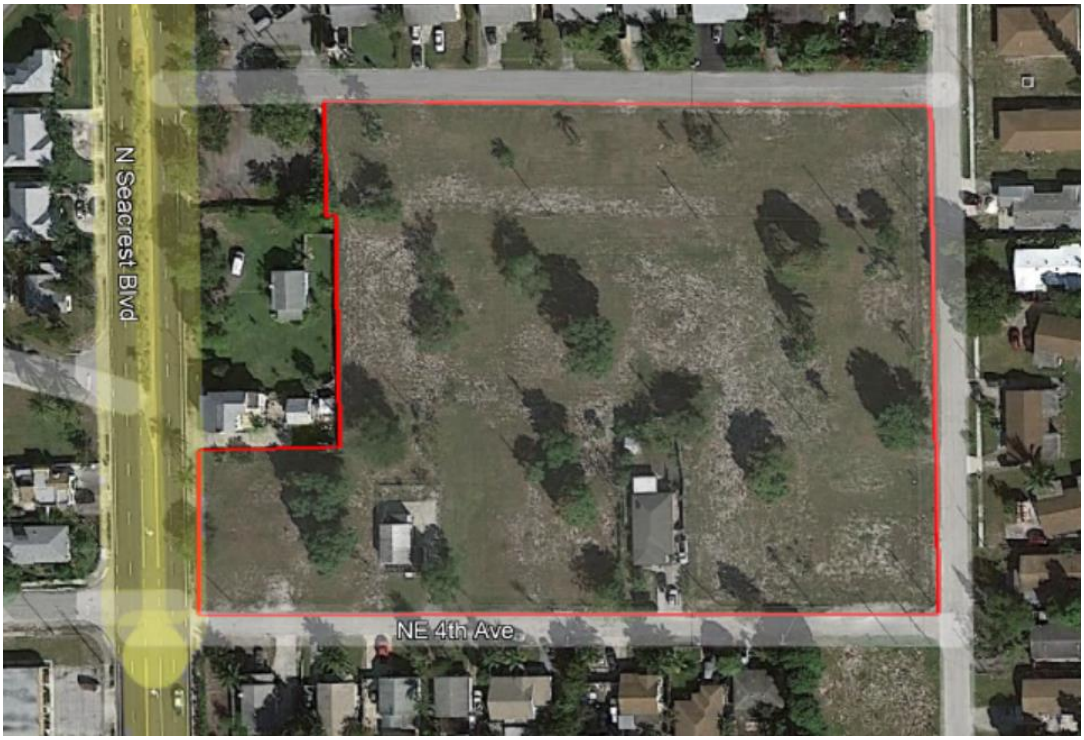
We thank you for the opportunity to revise our Letter of Intent and be considered again for this exciting project.

Thank you,

Andrew Maxey

Vice President of Land Acquisition
Southeast Florida Division
1475 Centrepark Blvd., Suite 305
West Palm Beach, Florida 33401
Andrew.Maxey@PulteGroup.com

1) **Property Description.** The property under consideration consists of ±4.5 acres located in the City of Boynton Beach, Florida and roughly depicted below.



2) **Valuation**. The total purchase price for the property shall be **$2,472,000**.

3) **Intended Use.** Pulte's intended use for the property is a fee-simple community designed in accordance with Palm Beach County's Workforce Housing Program of at least 40 units. (See Exhibits A and B.) Units will be sold according to Palm Beach County Workforce Housing Program guidelines in the lower 2 categories (Low and Mod-1) which is based on AMI between 60% and 100%. The units will also be subject to a 15-year deed restriction on resale price.

   The proposed product is consistent with the plan previously submitted in the RFP and samples are attached in Exhibit C.

4) **Deposits/Fees**.

   First Escrow Deposit: The first deposit of **$10,000** is due within five business days after the parties execute a mutually acceptable contract and is fully refundable to Pulte until the completion of the inspection period.

   Second Escrow Deposit: Upon the end of the inspection period, Pulte will deliver, within five business days, an additional deposit of **$60,000** to escrow agent bringing the total deposit to **$70,000**. The first and second deposits are to be creditable against the total purchase price at closing and will be non-refundable after the expiration of the inspection period.

5) **Inspection Period**. Pulte will require **120 days** from the signing of the contract in which to investigate the property at Pulte's expense.

6) **Entitlement Period**. Following the expiration of the inspection period, Pulte shall have a period of **10 months** to obtain the necessary entitlements to develop the property according to the intended use.

7) **Closing Schedule**. Pulte shall close on the property on the earlier to occur of 30 days after all closing conditions are fulfilled or 30 days after the expiration of the entitlement period.

8) **Conditions to Close.**
   a) Rezoning and land use approval in accordance with the intended use
   b) Final site plan approval for intended use
   c) Sitework/earthwork permits required for clearing and excavation
   d) Water/sewer permits
   e) SFWMD environmental resource permit (if applicable)
   f) US Army Corp of Engineers permit (if applicable)

9) **Title Evidence**. BBCRA will pay for title insurance in the amount of the purchase price and provide a title commitment during the first twenty days of the inspection period. Permitted title exceptions will be determined by the end of the inspection period.

10) **Survey**. If available, BBCRA will provide survey within the first five days of the inspection period. Pulte will be responsible for updating the survey.

11) **Closing Costs and Proration**. Each party will pay its cost of document preparation and attorney's fees. BBCRA is to pay for documentary stamps in connection with the conveyance of the property. All real estate and personal property taxes, leases, and other related costs shall be prorated as of the date of the closing.

12) **Broker.** Pulte and BBCRA agree that they are not represented by any broker in this transaction.

13) **Confidentiality**. Pulte and BBCRA agree to maintain the terms of this LOI and all negotiations relating to the property as confidential between Pulte and BBCRA and shall not disclose their existence of this LOI to any other person.

This letter is not intended to create legally binding commitments. Parties shall become legally bound only if and when they execute a mutually acceptable contract. If the foregoing is acceptable, please indicate your approval by signing this letter in the space provided below and return one signed copy to Pulte at the address shown on this letterhead. Upon receipt of the acceptance, Pulte will commence preparation of a mutually acceptable written contract.

Agreed and Accepted:

By: _____

Date: _____

Exhibit A: Palm Beach County Workforce Housing Program, 2021 WHP Unit Sales Prices:

WHP Income Category (Based on AMI)			Sales Price
Low	60% - 80%	$48,120 - $64,160	$168,420
Mod1	>80% - 100%	>$64,160 - $80,200	$216,540

Exhibit B: Pulte's intended use as reflected in original RFP submittal. Plan may be updated to include more units built on newly added parcels.

	Model	Quantity
Single Family Detached	Browning (1 story)	2
	Chapman (1 story)	4
	Hamden (2 story)	3
Single Family Attached (2-Story Townhome)	20' Interior Townhomes	19
	20' Exterior Townhomes	12
Total Units Proposed		40



Exhibit C: Sample Elevations of Single-Family Product

Browning

1,447 A/C Sq. Ft. | 3 Bedrooms | 2 Baths



Home Exterior FM1



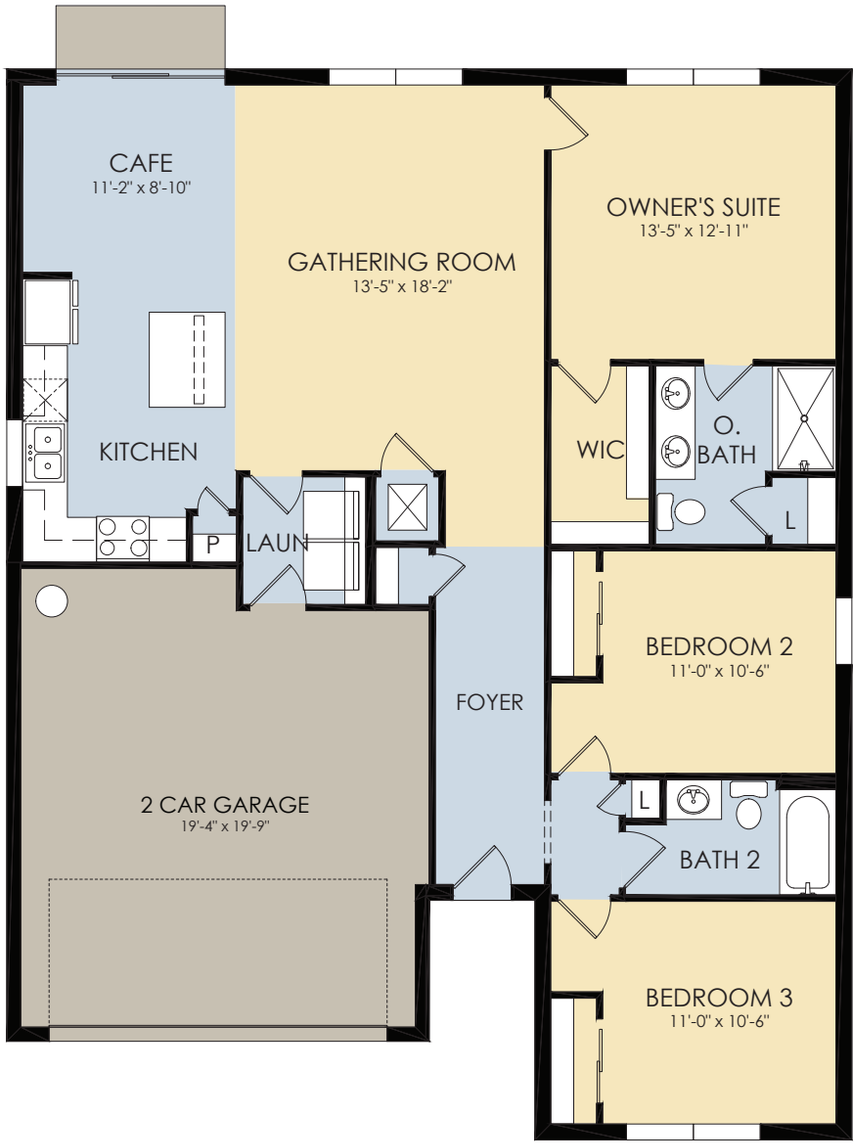
Home Exterior CO1

CARVER SQUARE

Pulte HOMES

Browning

- 1,447 A/C Sq. Ft.
- 3 Bedrooms
- 2 Baths



Visit liveatcarversquare.com for more information on workforce housing at Carver Square.

Artist's renderings are conceptual only and are not intended to be an exact representation or show specific detailing. Square footage, room dimensions and spatial arrangements on this plan are approximate and may vary in final construction and may vary by elevation. See a sales representative for details. ©2021 Pulte Home Company, LLC. CBC057850 CAS 9-17-21

Chapman

1,662 A/C Sq. Ft. | 3 Bedrooms | 2 Baths



Home Exterior FM1



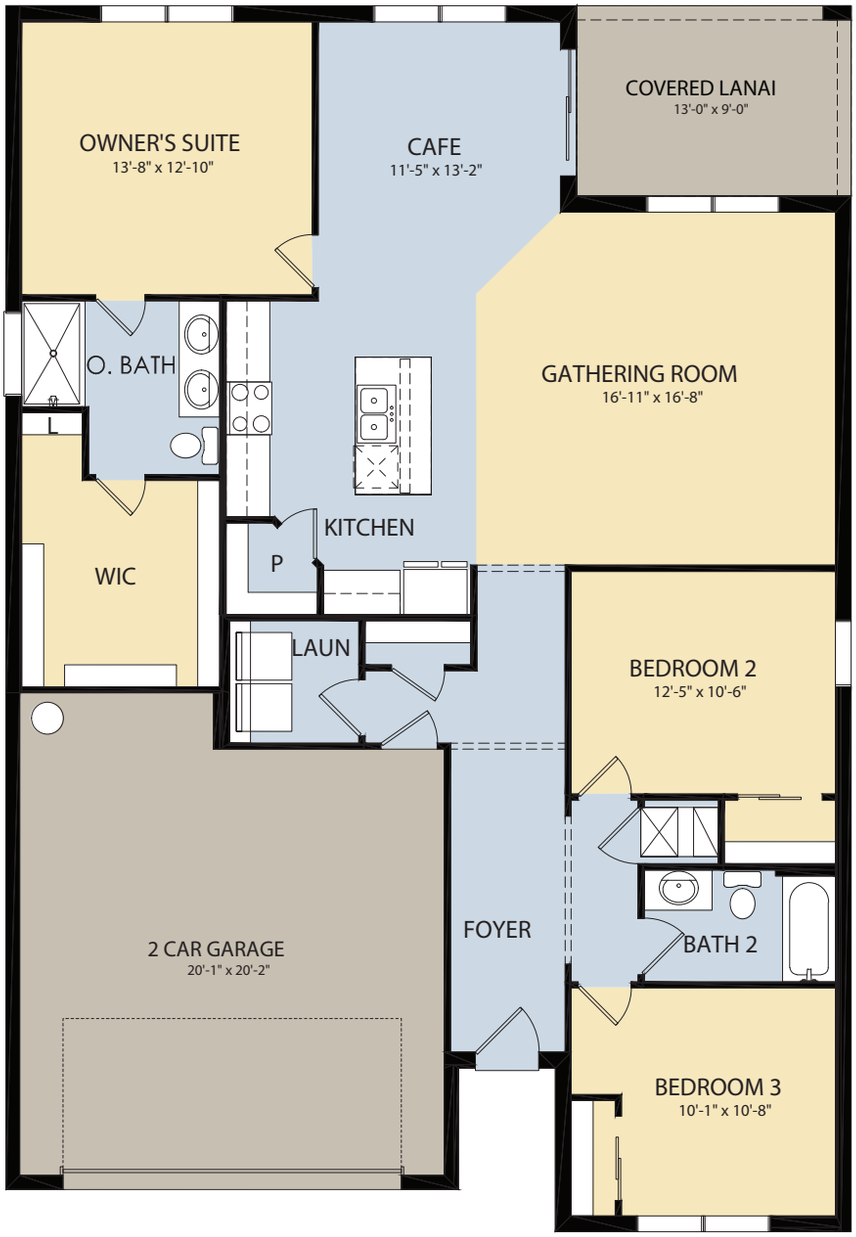
Home Exterior CO1

CARVER SQUARE

Pulte HOMES

Chapman

- 1,662 A/C Sq. Ft.
- 3 Bedrooms
- 2 Baths



Visit liveatcarversquare.com for more information on workforce housing at Carver Square.

Artist's renderings are conceptual only and are not intended to be an exact representation or show specific detailing. Square footage, room dimensions and spatial arrangements on this plan are approximate and may vary in final construction and may vary by elevation. See a sales representative for details. ©2021 Pulte Home Company, LLC. CBC057850 CAS 11-2-21

Hamden

1,822 A/C Sq. Ft. | 3 Bedrooms | 2.5 Baths



Home Exterior FM1



Home Exterior CO1

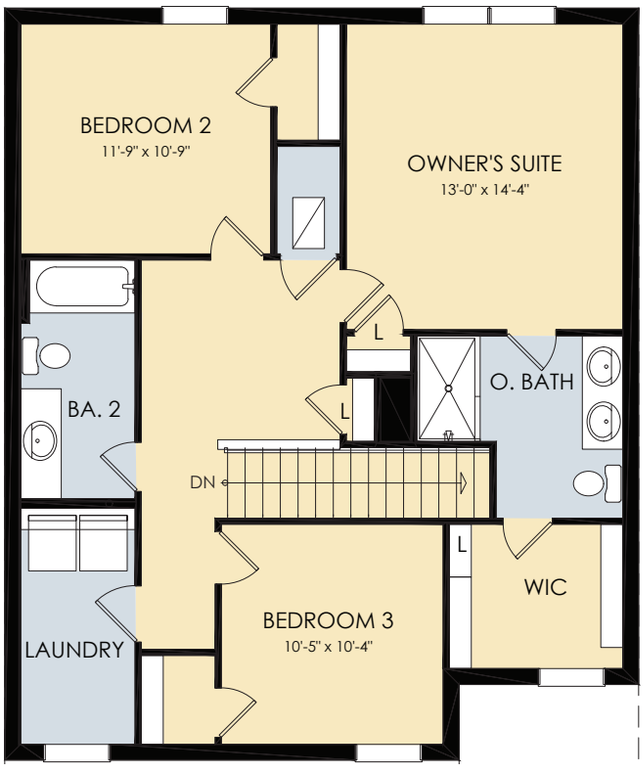
CARVER SQUARE

Pulte HOMES

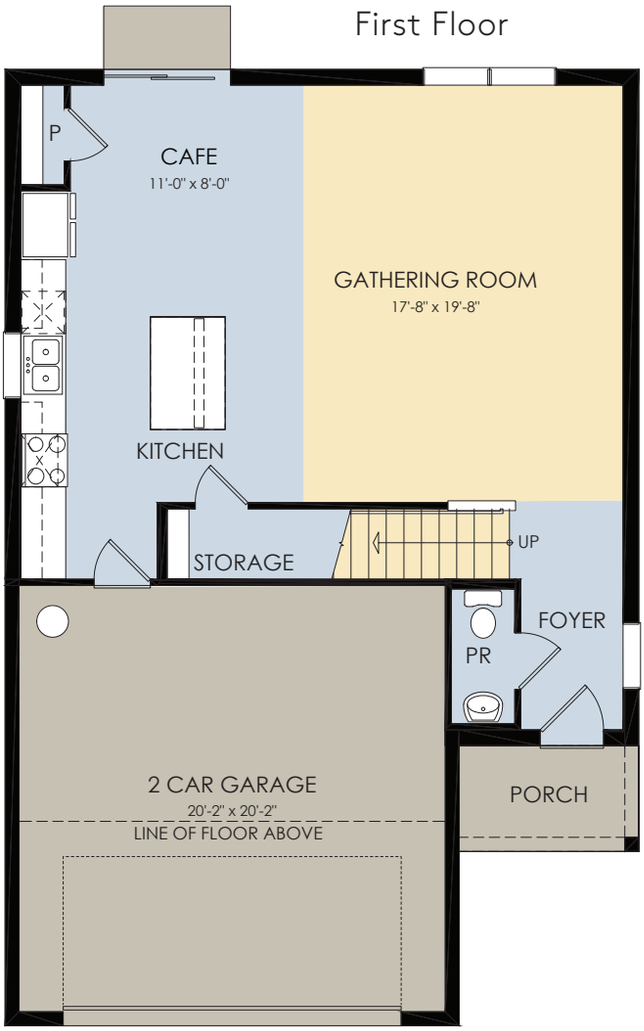
Hamden

- 1,822 A/C Sq. Ft.
- 3 Bedrooms
- 2.5 Baths

Second Floor



First Floor



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Artist's renderings are conceptual only and are not intended to be an exact representation or show specific detailing. Square footage, room dimensions and spatial arrangements on this plan are approximate and may vary in final construction and may vary by elevation. See a sales representative for details. ©2021 Pulte Home Company, LLC. CBC057850 CAS 9-17-21

April 28, 2022

To: Thuy Shutt
Executive Director
Boynton Beach CRA

Subject: Letter of Intent to Purchase Cottage District Infill Redevelopment Project

Thuy,

This letter is to serve as a Letter of Intent (LOI) for Pulte Home Company, LLC (Pulte) to enter contract negotiations to acquire ±4.5 acres in Palm Beach County, Florida owned by the Boynton Beach Community Redevelopment District (BBCRA).

Pulte Home Company, LLC has the capital to complete this transaction, and we will not include any 3rd party lending approvals or state/local grants as part of our offer to purchase. We are flexible, and we are happy to negotiate deal terms. Our team does not use standardized contract templates, and we can make quick updates in an effort to reach a mutually beneficial agreement.

This LOI follows our previous submittal during the BBCRA's request for proposals in which Pulte's submittal finished in second-place consideration. With the understanding that the first-place proposal has not materialized, Pulte submits its updated proposal.

We look forward to hearing from you and want to assure you we are prepared to act quickly in working to arrive at a mutually acceptable contract. This offer is valid for one month.

PulteGroup's mission to be America's most respected home builder begins with our site acquisition. On behalf of the PulteGroup Southeast Florida Division, we would be grateful for the opportunity to begin this process with you.

Thank you,

Andrew Maxey

Vice President of Land Acquisition
Southeast Florida Division
1475 Centrepark Blvd., Suite 305
West Palm Beach, Florida 33401
Andrew.Maxey@PulteGroup.com

1) **Property Description.** The property under consideration consists of ±4.5 acres located in the City of Boynton Beach, Florida and roughly depicted below.



2) **Valuation**. The total valuation shall be the summation of the purchase price plus a BBCRA Success Fee. The total value is estimated at $688,000.
   a) A purchase price of $400,000, equal to $10,000 for each of the 40 homes proposed in Pulte's intended use.
   b) A BBCRA Success Fee equal to 3% of the sales price of the completed homes and to be paid on a quarterly basis following home closings. Assuming an average sales price of $240,000, the Fee shall equal $288,000 (= 3% x $240,000 x 40 homes).
   c) Purchase price and Success Fee shall be paid in cash. Pulte does not require any loans or incentives to close.

3) **Intended Use.** Pulte's intended use for the property is a fee-simple community designed in accordance with Palm Beach County's Workforce Housing Program of at least 40 units. (See Exhibits A and B.) Units will be sold according to Palm Beach County Workforce Housing Program guidelines, which includes recording a covenant for a 15-year sales price dee restriction.

4) **Deposits/Fees**.

First Escrow Deposit: The first deposit of **$10,000** is due within five business days after the parties execute a mutually acceptable contract and is fully refundable to Pulte until the completion of the inspection period.

Second Escrow Deposit: Upon the end of the inspection period, Pulte will deliver, within five business days, an additional deposit of **$60,000** to escrow agent bringing the total deposit to **$70,000**. The first and second deposits are to be creditable against the total purchase price at closing and will be non-refundable after the expiration of the inspection period.

5) **Inspection Period**. Pulte will require **120 days** from the signing of the contract in which to investigate the property at Pulte's expense.

6) **Entitlement Period**. Following the expiration of the inspection period, Pulte shall have a period of **10 months** to obtain the necessary entitlements to develop the property according to the intended use.

7) **Closing Schedule**. Pulte shall close on the property on the earlier to occur of 30 days after all closing conditions are fulfilled or 30 days after the expiration of the entitlement period.

8) **Conditions to Close.**
   a) Rezoning and land use approval in accordance with the intended use
   b) Final site plan approval for intended use
   c) Sitework/earthwork permits required for clearing and excavation
   d) Water/sewer permits
   e) SFWMD environmental resource permit (if applicable)
   f) US Army Corp of Engineers permit (if applicable)

9) **Title Evidence**. BBCRA will pay for title insurance in the amount of the purchase price and provide a title commitment during the first twenty days of the inspection period. Permitted title exceptions will be determined by the end of the inspection period.

10) **Survey**. If available, BBCRA will provide survey within the first five days of the inspection period. Pulte will be responsible for updating the survey.

11) **Closing Costs and Proration**. Each party will pay its cost of document preparation and attorney's fees. BBCRA is to pay for documentary stamps in connection with the conveyance of the property. All real estate and personal property taxes, leases, and other related costs shall be prorated as of the date of the closing.

12) **Broker.** Pulte and BBCRA agree that they are not represented by any broker in this transaction.

13) **Confidentiality**. Pulte and BBCRA agree to maintain the terms of this LOI and all negotiations relating to the property as confidential between Pulte and BBCRA and shall not disclose their existence of this LOI to any other person.

This letter is not intended to create legally binding commitments. Parties shall become legally bound only if and when they execute a mutually acceptable contract. If the foregoing is acceptable, please indicate your approval by signing this letter in the space provided below and return one signed copy to Pulte at the address shown on this letterhead. Upon receipt of the acceptance, Pulte will commence preparation of a mutually acceptable written contract.

Agreed and Accepted:

By: _____

Date: _____

Exhibit A: Palm Beach County Workforce Housing Program, 2021 WHP Unit Sales Prices:

WHP Income Category (Based on AMI)			Sales Price
Low	60% - 80%	$48,120 - $64,160	$168,420
Mod1	>80% - 100%	>$64,160 - $80,200	$216,540
Mod 2	>100% - 120%	>$80,200 - $96,240	$264,660
Middle*	>120% - 140%	>$96,240 - $112,280	$312,780

Exhibit B: Pulte's intended use as reflected in original RFP submittal. Plan may be updated to include more units built on newly added parcels.

	Model	Quantity
Single Family Detached (1-Story)	Brookwood	2
	Cedar	4
	Highgate	3
Single Family Attached (2-Story Townhome)	20' Interior Townhomes	19
	20' Exterior Townhomes	12
Total Units Proposed		40



F. DETAILED DESCRIPTION OF THE PROPOSED PROJECT

Project Description

Pulte recognizes that redevelopment of the Cottage District, within the Heart of Boynton District, is a priority for the Boynton Beach CRA and we are very excited to share our proposal with the CRA. Our proposal is uniquely designed to complement and add value to the existing neighborhood and its residents as well as further the goals and principles contained within the 2016 Boynton Beach CRA Redevelopment Plan ("BBCRA Plan"). Among the goals that the Pulte proposal furthers from the plan are:

- *Protect and enhance existing single-family neighborhoods*
- *Create a comfortable, walkable and safe pedestrian-scale environment connecting residents and visitors to the commercial, social/cultural and recreational amenities within each District*
- *Develop policies and strategies for providing adequate public parking within each District to support commercial and residential redevelopment*
- *Encourage and assist existing development and redevelopment projects that provide employment and economic opportunities*
- *Encourage the implementation of streetscape enhancements within the Districts*
- *Encourage the development of new affordable housing (*with no subsidies from the CRA or any other public funding/tax source)

Pulte's plan consists of 9 single family detached and 31 single family attached (townhome) units for a total of 40 new single family units within the Heart of Boynton. Drawing from the architectural styles of the surrounding neighborhood and the BBCRA, we are proposing two styles – Florida Mediterranean and Florida Coastal. Both styles complement the existing homes, reflect the historic character of the proposed Shepard Funk Addition Historic Cottage District along NE 3rd Avenue and Boynton's coastal history. Our plan provides new homeownership opportunities and has been carefully designed to enhance and protect the surrounding neighborhood. We've included a small neighborhood park along NE 1st Street with landscape, hardscape, shade structure and lighting features, as well as a dual use passive recreation/dry detention area, a network of sidewalks and pathways around and throughout the site which connect to the existing neighborhood and provide access for the community at-large. While the small park will be deeded to the City of Boynton Beach to ensure perpetual community access, the Pulte HOA may retain responsibility for park maintenance. We've also included additional parking, both on-street parking on NE 1st Street (six spaces in the right-of-way), as well as off-street – six at the townhomes and nine at the new park. The on-street parking, along with new decorative streetlights and the perimeter sidewalks provide traffic calming and a pedestrian environment to the site.

The BBCRA Plan identifies the vision for the Heart of Boynton District as "*becoming a model neighborhood, with its unique character and history preserved. The vision includes enriching the original vernacular architecture of the neighborhood, investing in housing and commercial uses, and connecting both through the pedestrian and vehicular networks.*" The vision further addressed via three recommendations: **Streetscape, Land Use,** and **Urban Design**. Pulte's plan responds to and enhances the each of the BBCRA recommendations for the Heart of Boynton District as explained below.



Streetscape

The BBCRA Plan outlines a variety of streetscape enhancements for Seacrest Boulevard including "bus shelters and the creation of a Pedestrian Zone adjacent to rights-of-way that inviting, safe and includes a minimum 8' wide clear sidewalk, decorative light poles are both vehicular and pedestrian scales, and installation of canopy trees that provide immediate sharing at time of construction".

Pulte's plan includes a 5' sidewalk, retaining the existing decorative streetlights and installing larger canopy trees along the portion of the site adjacent to Seacrest Boulevard. We are also continuing the pedestrian enhancements through an interconnecting network of sidewalks and pathways throughout the site. Decorative streetlights will be provided along the perimeter and interior of the site. Off-street parking is provided long NE 1st Street, which provides for traffic calming as recommended by the BBCRA and the community. Additional off-street parking is provided adjacent to the pocket park and within the site itself. Lastly, we have incorporated a bus shelter for school children in the pocket park along NE 1st Street. We will work with the CRA and the Palm Beach County School District to ensure the bus shelter meets their standards and is utilized as a neighborhood school bus stop.

Land Use

The existing future land designation for the site is Medium Density Residential and the BBCRA Plan notes that High Density Residential would also be appropriate.

Pulte's plan maintains the existing Medium Density Residential as a means of protecting the surrounding neighborhood. We have done so because while we understand the surrounding community desires new housing opportunities, they want the new opportunities to be consistent with and integrated into the existing fabric. We have opted to propose fee simple single-family opportunities instead of rental opportunities. The current zoning designation is R-2, One and Two-Family, which allows for the proposed density, however we will rezone to PUD.

Urban Design

The BBCRA Plan identifies three architectural styles in the Heart of Boynton District. The three architectural styles are Mission, Frame Vernacular and Mediterranean. The BBCRA Plan recommends "that when building in this District, new development shall utilize one of these styles". The BBCRA Plan also notes that the Cottage District should be developed with single-family for-sale homes in the style of the surrounding historic cottages. The surrounding cottages are primarily frame vernacular.

Pulte's plan proposes two architectural styles in keeping with the recommendations of the BBCRA Plan. We are proposing the Florida Mediterranean which is consistent with the BBCRA Plan's Mediterranean Revival

style and includes one and two-story structures, stucco finishes, gable and hip roofs with shingle tiles, window and door surrounds, decorative horizontal banding and graceful arches. Select plans also include columns and corbels. We are also proposing a Frame Vernacular style – Florida Coastal – which draws from Boynton Beach's coastal identity and is consistent with the styles identified by the BBCRA. This style features stucco finishes, board and batten detailing, gable and hip roofs with shingles, rafters and decorative banding. In order to provide further consistency within Pulte's plan, the single-family units will be offered in both architectural styles while the townhomes will be in the Florida Mediterranean.

The architectural styles are also in keeping with the design guidelines contained in the City's Land Development Regulations. Further, the RFP provides a variety of sample elevations including Mediterranean, Coastal, Craftsman and Caribbean. Both of our architectural styles, Florida Mediterranean and Florida Coastal, are consistent with the sample elevations contained in the RFP.

The 2009 The Downtown Vision and Master Plan ("2009 DMP") notes that while the area does not have a "signature look or style, the creation of a City's identity ... establishing urban design guidelines that will promote the vernacular architecture". The 2009 DMP points to architectural structures that can be used as a "basis for future design guidelines" such as the Women's Club and Old School House. The 2009 DMP further notes that the neighborhoods are predominantly a continuous network of streets in a grid pattern. The 2009 DMP also notes that land uses and densities should "ensure a logical and clear transition linking the downtown core to surrounding areas".

Pulte's plan has taken each of the above recommendations into consideration. Specifically, our architectural style mirrors the Mediterranean Revival of the Women's Club and the Old School House. We retain and complement the existing grid pattern of the neighborhood and our proposed density of 9.2 units per acre serves as a clear transition between the 2009 DMP and BBCRA Plan recommendations for higher densities in the urban core and the surrounding area as well as a transition to the higher densities proposed for the MLK District.

The RFP provides Urban Neighborhood Site Plan Concepts including site planning elements for lots, special condition lots and garage design and sitting. Pulte's plan meets the site planning concepts including an urban streetscape with consistent and minimum setbacks and shade trees and other landscaping to define the front yards and street edges and provide for traffic calming. Along the perimeter of the site, each home is sited towards and relates to the street. This pattern continues with the three interior townhome buildings which relate to the interior access drive. The sidewalks and driveways are of the same consistent material, AC units are screened, and garages are set back from the front of the homes on two of the three single family detached plans. Care has been taken to ensure the homes surrounding the pocket park respond to both the park and the street. With respect to garage siting, the driveways are limited to 9' in width, whenever possible, and the garage is secondary due to being recessed, whenever possible.

Description of Housing Units and Housing Types Proposed

In an effort to better serve the needs of the surrounding community and residents, Pulte is proposing a mix of housing types including both single family detached and single family attached (townhome); a total of 9 single family and 31 townhome units are proposed across a total of five plans. Specifically, we are proposing three single family detached plans: the Brookwood, the Cedar, and the Highgate as well as two single family attached plans: the Navarre and the Grayton.

The single family detached homes are one-story, 3 or 4 bedrooms, 2 baths, and 2 car garages. The single family attached (townhomes) are two story buildings (4, 5, and 7 unit configurations), 3 bedrooms, 2.5 baths, and 1 or 2 car

garages. The mean roof height of the single family detached homes is 13'9". The mean roof height of the single family attached homes (townhome) is 25'3" and second floor wall planes are recessed. Additionally, the front facades are articulated to ensure the massing is consistent with the existing homes.

The living area of the single family homes range from 1,447 to 1,850 square feet; while the living area of the townhomes are 1,636 square feet.

Pulte's floorplans are consumer driven and the result of extensive consumer research and feedback to create the best in livability. Our plans have flexible, updated floorplans to make the buyers life easier and more enjoyable.

The chart below details the total square footage, living area square footage (under air), number of bedrooms, number of bathrooms and garage for each plan as well as the proposed number of each plan.

	Model	Total Square Footage	Living Area Square Footage	Bedrooms	Bathrooms	Height	Garage	Quantity
Single Family Detached (1-Story)	Brookwood	2,028	1,447	3	2	13'9"	2 car	2
	Cedar	2,267	1,662	3	2	13'9"	2 car	4
	Highgate	2,399	1,850	4	2	13'9"	2 car	3
Single Family Attached (2-Story Townhome)	Navarre 18' (interior units)	1,874	1,636	3	2.5	25'3"	1 car	19
	Grayton 20' (end units)	2,084	1,637	3	2.5	25'3"	2 car	12
							Total Units Proposed	40
							Density	9.2 du/ac

All plans include our signature Build Quality Experience which includes communication with the buyer every step of the way. Pulte Construction Standards meet or exceed those of the industry. We include many energy-efficient and smart home features that help reduce the home's energy consumption such as radiant barrier roof decking to reduce heat absorption and improve HVAC efficiency, high-efficiency HVAC systems, programmable thermostats, energy-star qualified appliances, low-emissivity windows and compact fluorescent and LED lighting. Pulte homes are built with sustainability in mind. We partner with industry leaders who strive for the same excellence as we do including Lenox, Moen, Mohawk, Shaw, Sherwin-Williams and Whirlpool. Please refer to page 41 for additional building specifications.

With respect to the minimum energy efficiency guidelines contained in Attachment F "Energy Efficiency Guidelines Checklist" of the Cottage District RFP, Pulte certifies that we meet and exceed all elements.

Pulte Homes Building Specifications

Architectural and Design Features

- Monolithic slab and CMU (concrete block) exterior walls with bond beams
- Prefabricated engineered wood truss system for floors and walls
- Stucco textured finish exterior walls and overhangs
- Tamko Heritage architectural shingles (or equivalent)
- Clopay Raised Panel Garage Doors (or equivalent)
- PGT Impact windows second floor
- Hurricane shutters for first floor windows
- Decorative stucco banding per plan
- Decorator selected exterior paint schemes including wall, accent, trim, front door and garage door differentiation
- Decorative pavers for driveways and walk to home
- Exterior gutters per plan
- Exterior hose connection in rear
- Exterior GFI receptacles (one in rear, one in front)
- Coach lights on garages
- Lenox 15 SEER air conditioning system with programmable digital thermostat
- Fully irrigated lot with oversized trees, shrubs and sod per plan

Interior

- Knockdown drywall finish on ceilings and walls
- White flat paint on all ceilings and walls, white semi-gloss on all doors and trims
- R-30 ceiling insulation, R4.1 foil on exterior masonry walls
- Colonist, molded, hollow core 2 panel interior doors
- Whirlpool Energy star rated kitchen appliances including refrigerator, dishwasher, microwave, range, washer, and dryer
- Decorative 2 ¼" casing on all swing doors and 3 ¼" baseboards in all rooms
- Lever door hardware on all interior doors
- ITS 17" tile flooring in kitchen, dining, and bathrooms (or equivalent)
- Moen chrome bath fixtures
- Shaw carpet in bedrooms and gathering room
- Wood window sills
- Generous bedroom and linen closets and kitchen pantry closets per plan
- Ventilated "free glide" vinyl coated metal closet shelving
- Minimum 50-gallon electric water heater
- Minimum 150 amp electric service
- Decora rocker light switches throughout home with standard receptacles
- Smoke/carbon detectors per code
- RG6 and CAT 5E data/cable in all bedrooms and living rooms
- Energy rated designer LED lighting fixture package including downlights





Examples of architectural design

Public Benefits

As outlined above, the Pulte plan provides many public benefits to the community at-large and the Boynton Beach CRA. Each benefit is summarized below.

- **Affordable Housing.** One of the tantamount benefits is the provision of 40 new affordable homes, consistent with the Palm Beach County Workforce Housing program, with no CRA assistance or reliance on any other public/tax funding source. Units will be sold to households at 80 to 140% area median income (AMI), with the majority sold to households at the 80 to 120% AMI.
- **Preservation and Enhancement of Existing Single Family Community.** The Pulte plan is designed to be integrated within the existing community and proposes two architectural styles which are complementary to the surrounding neighborhood and consistent with the Heart of Boynton recommendations contained in the BBCRA Plan.
- **Walkable Pedestrian Scale Environment.** The Pulte plan provides pedestrian enhancements through an interconnecting network of sidewalks and pathways throughout the site.
- **Enhancement of Streetscape.** The Pulte plan provides on-street parking, decorative streetlights, larger than code street trees and a perimeter sidewalk all of which are designed to enhance the streetscape and provide traffic calming.
- **Public Park.** The Pulte plan provides a neighborhood park along NE 1st Street that features landscaping, hardscaping, a shade structure, lighting feature and connects to the dual use passive recreation/dry retention area, thereby expanding the recreational opportunities. This park will be deeded to the City of Boynton Beach but may be maintained by the Pulte HOA.
- **Bus Shelter.** The Pulte plan provides for a bus shelter along NE 1st Street. Pulte will work with the CRA and the Palm Beach County School District to ensure the shelter is utilized.
- **Efficient and Sustainable Homes.** Pulte's construction practices maximize efficiency and sustainability which helps with ongoing affordability.
- **Increase City of Boynton Beach Tax Base.** Increase the City's tax base by $8,400,440 based projected sales prices.
- **No CRA Funding.** Pulte's plan does not require any CRA funding freeing up $385,825 allocated for the Cottage District for other CRA projects and priorities.
- **Community Engagement.** Utilize our existing local vendor base including vendors located within the CRA boundaries and identify and recruit new vendors to ensure that that local businesses and residents benefit from this development initiative

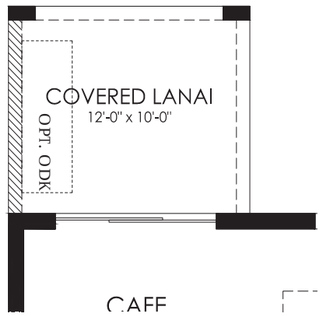
SINGLE FAMILY - BROOKWOOD

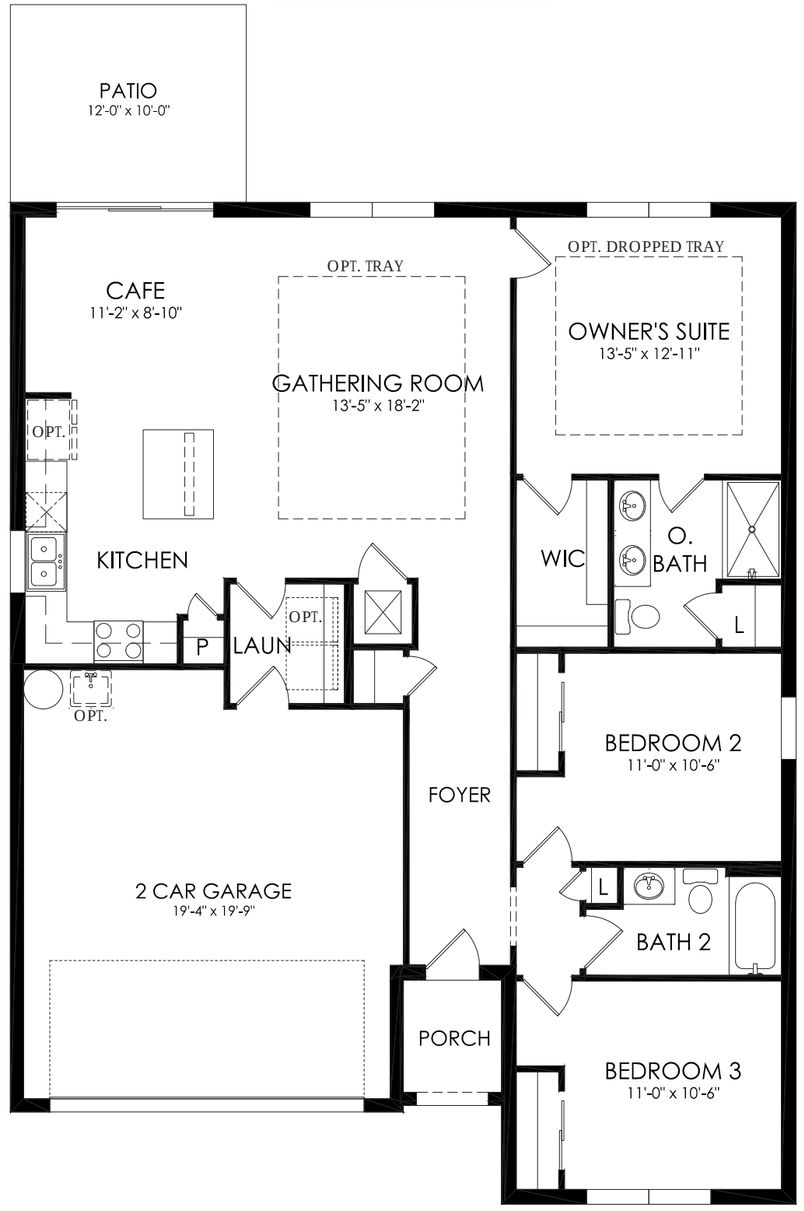
3 Bedrooms | 2 Bathrooms | 2 Car Garage | 1,447 SQ FT





Option



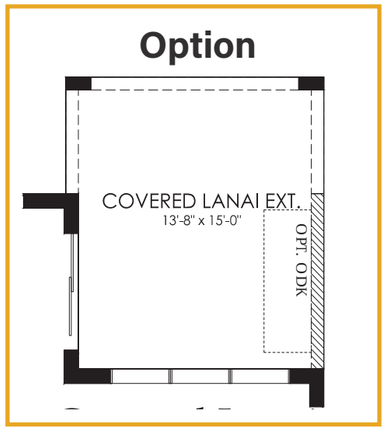


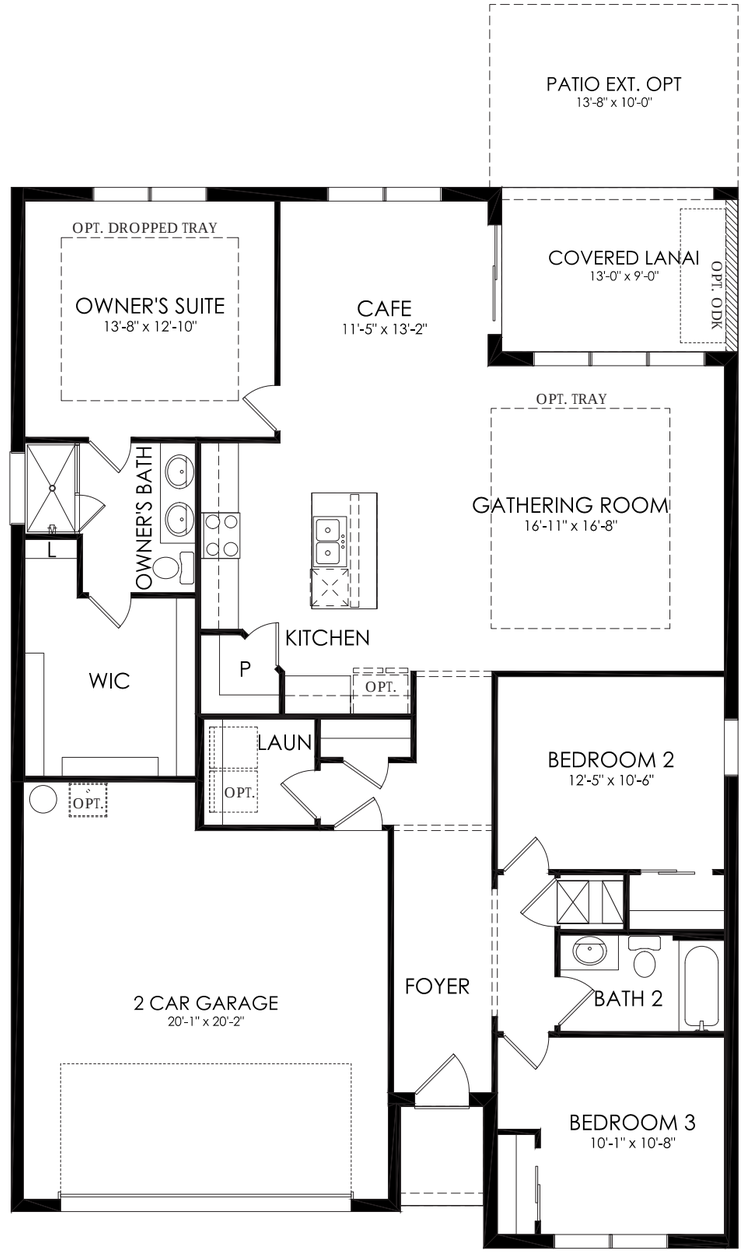
SINGLE FAMILY - CEDAR

3 Bedrooms | 2 Bathrooms | 2 Car Garage | 1,662 SQ FT







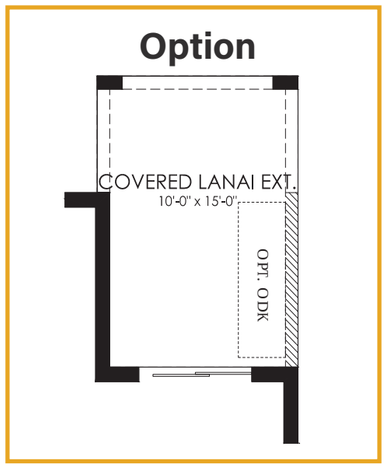


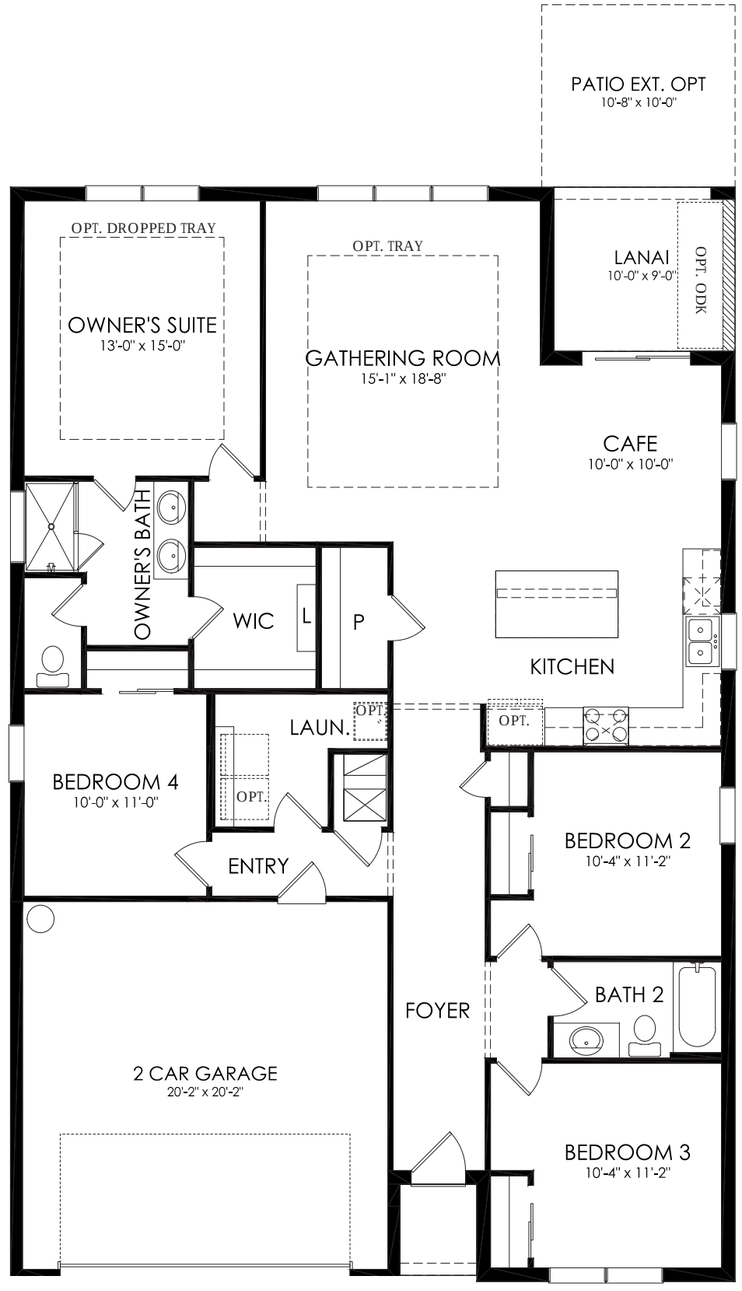
SINGLE FAMILY - HIGHGATE

4 Bedrooms | 2 Bathrooms | 2 Car Garage | 1,850 SQ FT







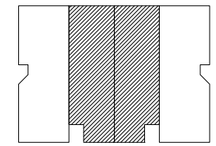


SINGLE FAMILY ATTACHED - GRAYTON AND NAVARRE

Proposed plan utilizes 4, 5, and 7 unit configurations

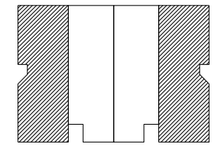


Navarre Interior Unit



4-Unit Plan Legend

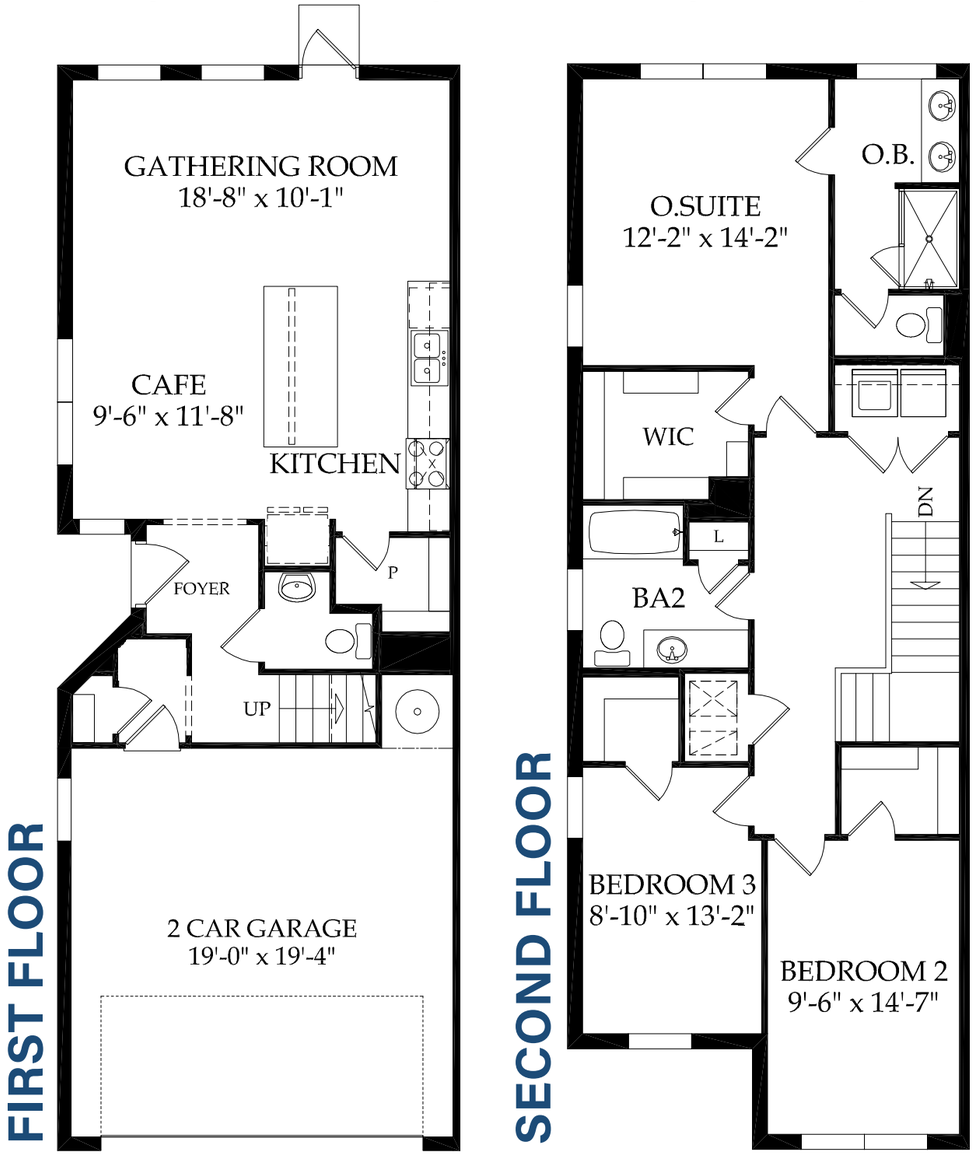
Grayton Exterior Unit



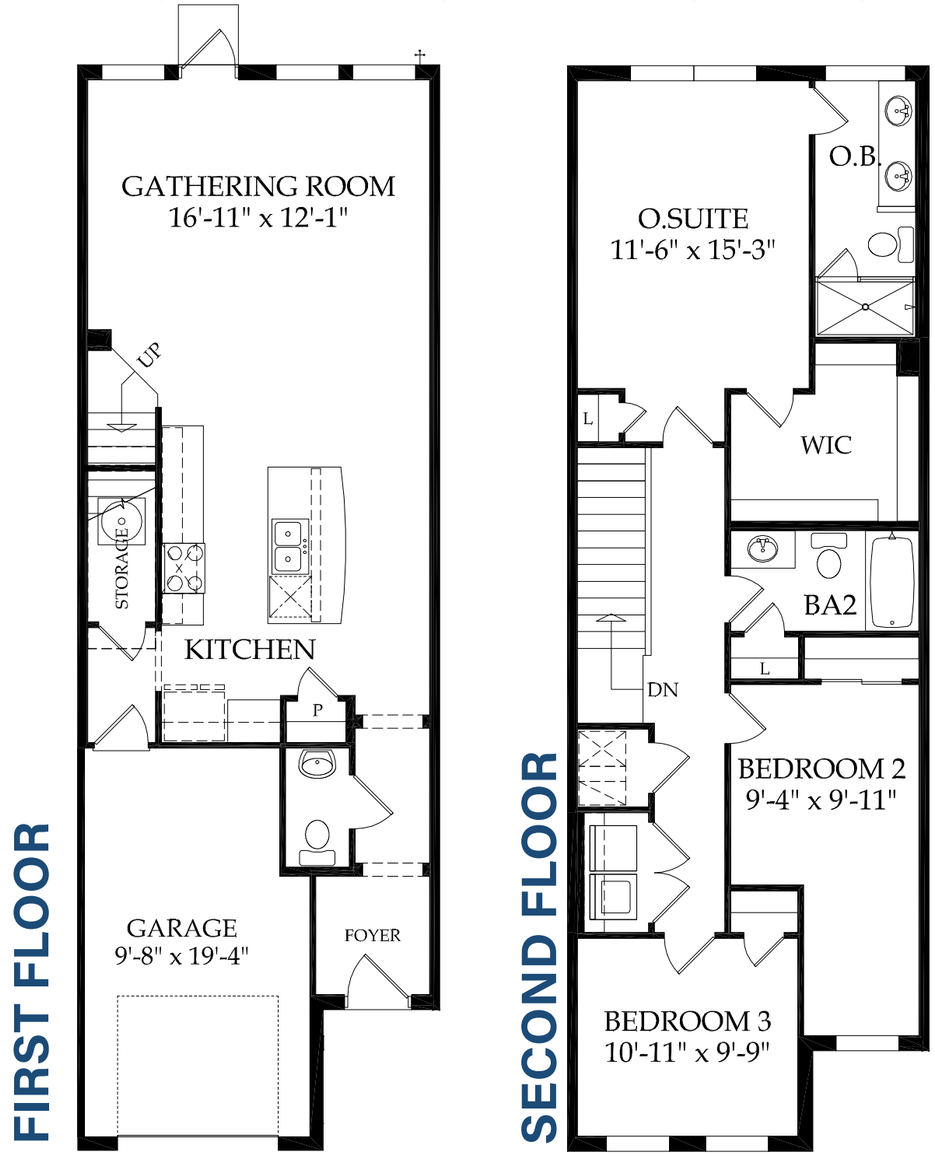
4-Unit Plan Legend

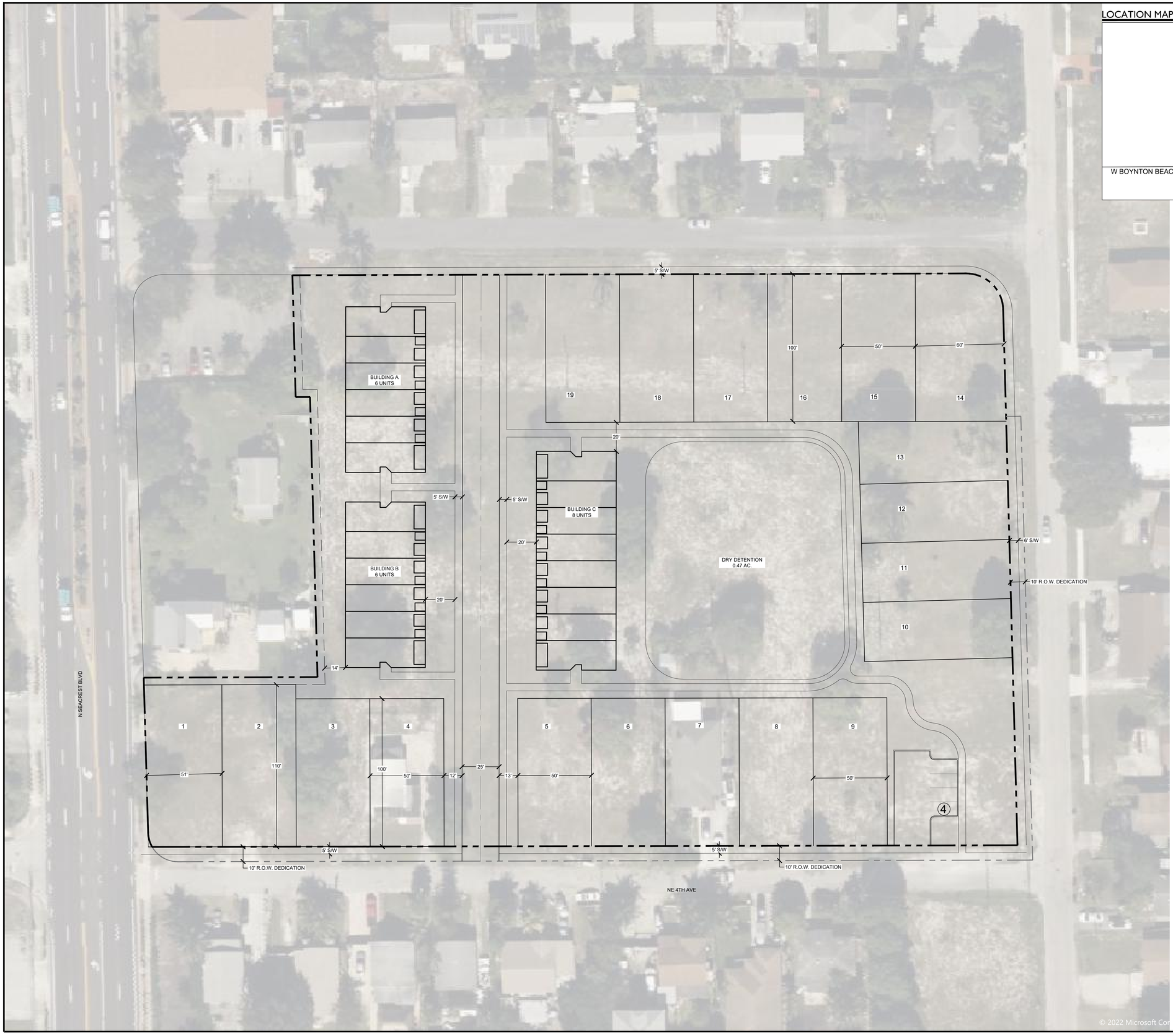
SINGLE FAMILY ATTACHED - GRAYTON AND NAVARRE

3 Bedrooms | 2.5 Bathrooms | 2 Car Garage | 2 Floors | 1,637 SQ FT



3 Bedrooms | 2.5 Bathrooms | 1 Car Garage | 2 Floors | 1,636 SQ FT





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LOCATION MAP



N

0 15 30 60

SCALE: 1" = 30'

SITE AREA	4.7 AC.
TOTAL UNITS	39
SINGLE-FAMILY	19
TOWNHOME (MULTI-FAMILY)	20
DENSITY	8.3 D.U. PER AC.
PARKING REQUIRED	
SINGLE-FAMILY	1 SP. PER BEDROOM
TOWNHOME	2 SP. PER UNIT
GUEST	0.15 SP. PER MULTI-FAMILY UNIT

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

REVISIONS

NO.	DATE	DESCRIPTION	BY

CAD BBCRA-PLAN-CSP-01_R1.DWG
JOB NO. ####
DRAWN BY BPV
CHECK BY SDP
DATE 2022-8-09

PROPOSED COTTAGE DISTRICT

CONCEPTUAL SITE PLAN #01

SHEET:
CSP-01_R1

Benjamin Valente P:\PLACEMENt PROJECT - Boynton Cottage District\Concepts\BBCRA - PLAN - CSP-01_R1.dwg — Plotted: 8/9/2022 3:39:53 PM, Saved: 8/9/2022 3:16:40 PM

	Browning Model	Chapman Model	Hamden Model
Craftsman			
Coastal *(CRA Board Selected Option)*			
Mediterranean			

EXHIBIT "D"
COASTAL STYLE CONCEPTUAL SITE PLAN WITH MODEL TYPES, ARCHITECTURAL FLOOR PLANS, ELEVATIONS, PROPOSED SCHEDULE, COSTS, AND COLOR SCHEMES

Pulte Home Company, LLC

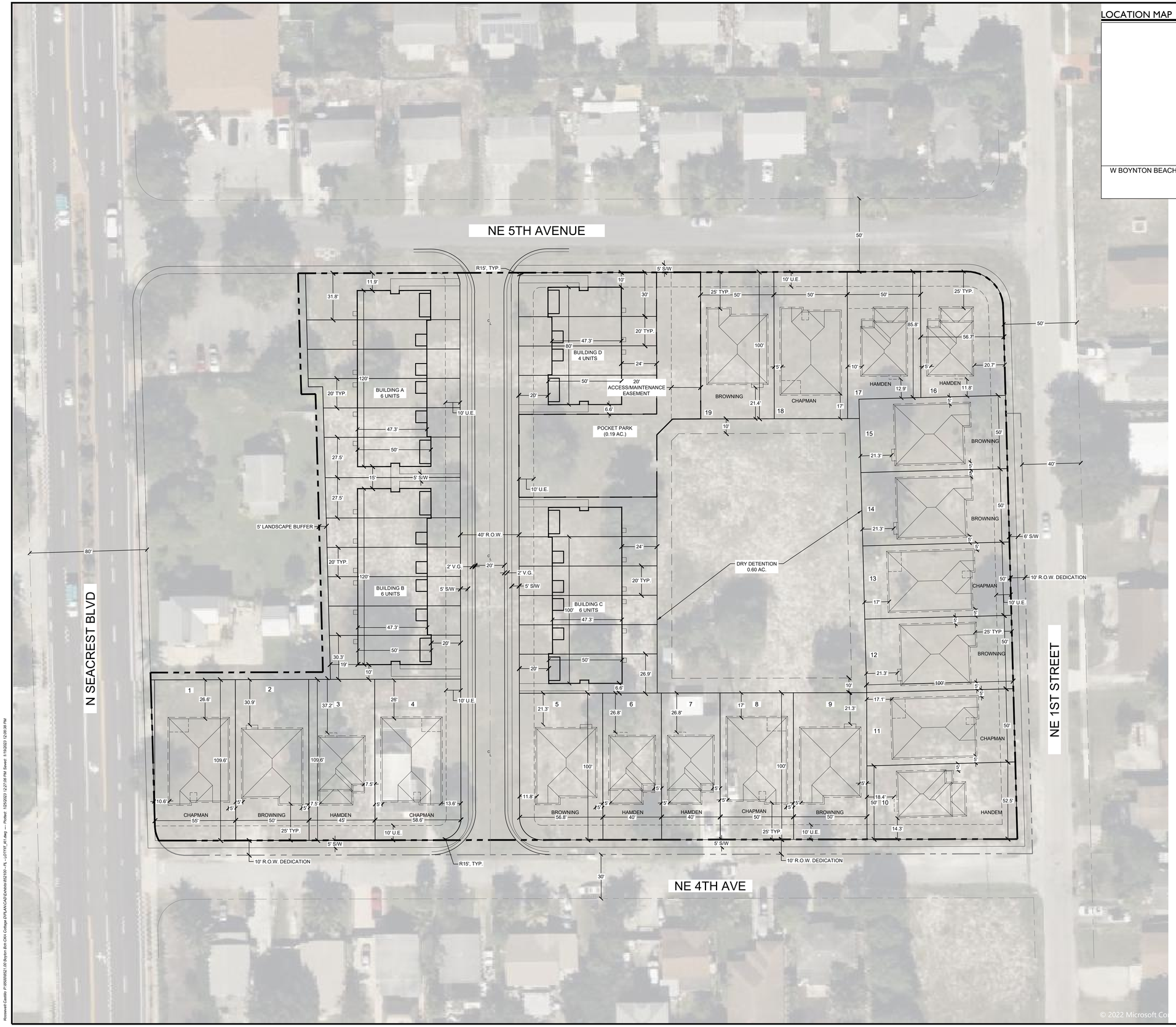
Cottage District

Exhibit D consists of the following items:

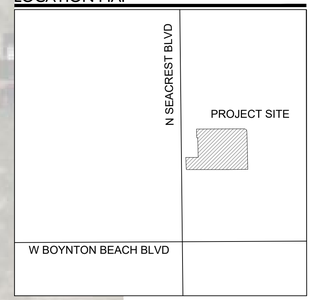
- Proposed site plan showing which plan goes on which lot. Plans have been predesignated to comply with the anti-monotony requirements in the PSA.
- Renderings depicting Coastal elevations for the THs and the SF.
- Floorplan brochures for each plan
- Draft color schemes (one for each TH building and six for the SF units). SF color schemes will be assigned by the builder prior to permitting.
- Proposed project schedule
- Proposed project budget

Both townhome plans, the Cobalt and the Latitude, will be offered for sale at the Palm Beach County Workforce Housing Program Low Income Category. The 2022 sales price for the Low Income category is $189,630. This sales price and household income ranges are adjusted annually by Palm Beach County, typically in July. We will use the sales price in effect at the time of sale.

The three single family plans, the Chapman, Browning and Hamden, will be offered for sale at the Palm Beach County Workforce Housing Program Moderate 1 Income Category. The 2022 sales price for the Moderate 1 Income category is $243,810. This sales price and household income ranges are adjusted annually by Palm Beach County, typically in July. We will use the sales price in effect at the time of sale.



LOCATION MAP

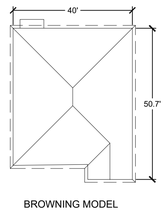


N

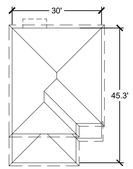
0 15 30 60

SCALE: 1" = 30'

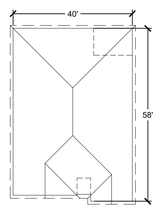
SITE AREA	4.7 AC.
TOTAL UNITS	41
SINGLE-FAMILY	19
TOWNHOME (MULTI-FAMILY)	22
DENSITY	8.7 D.U. PER AC.
UNIT MIX (AS SHOWN)	19
BROWNING	7
CHAPMAN	6
HAMDEN	6



BROWNING MODEL



HAMDEN MODEL



CHAPMAN MODEL

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

NO.	DATE	DESCRIPTION	BY
1	2022-10-19	INITIAL LOT FIT CONCEPT	BPV

REVISIONS

CAD 852100-PL - LOTFIT_R1.DWG	
JOB NO.	8521.00
DRAWN BY	BPV
CHECK BY	SDP
DATE	2022-10-19

PROPOSED COTTAGE DISTRICT

LOT FIT VERSION 1

SHEET:

EX-1

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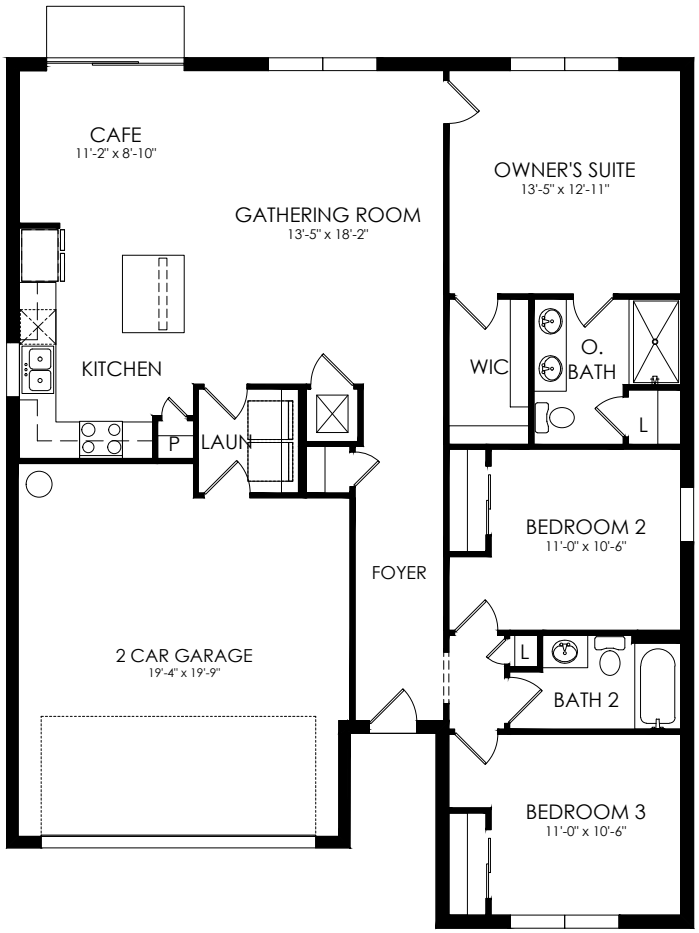
PulteGroup™

Browning



First Floor

EQUAL HOUSING OPPORTUNITY

Floor plans, Elevations and Options will vary from Community to Community and may not reflect current changes. Dimensions shown are approximate.

(c) Copyright 2021 Pulte Homes, Inc.

WIDTH	40'-0"	BOYNTON COTTAGE DISTRICT	SQ FTG UNDER AIR	1447
DEPTH	50'-8"			

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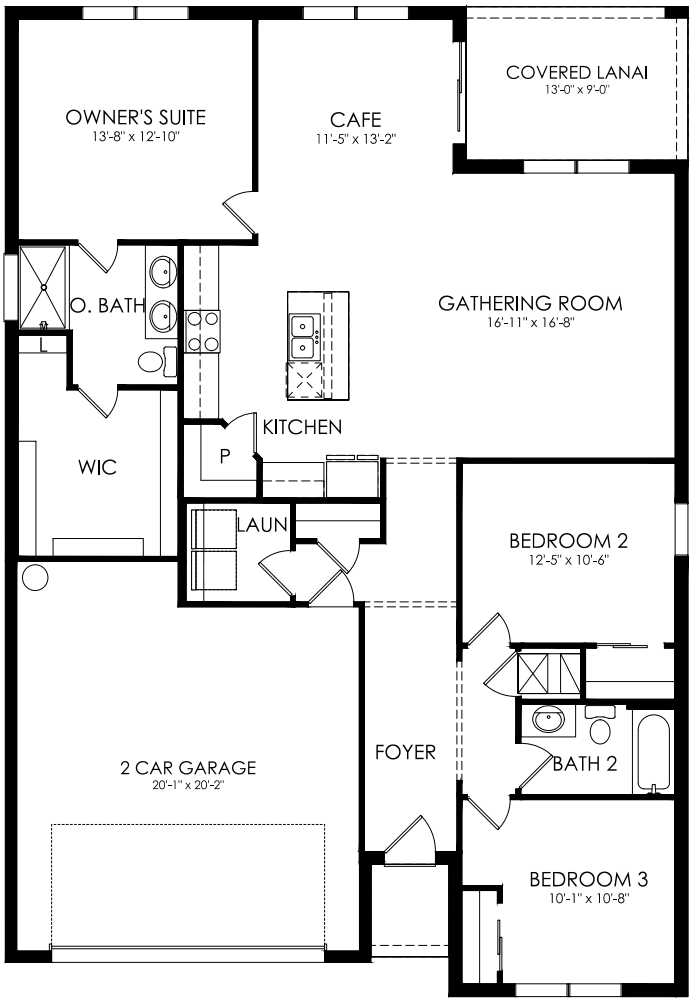
Browning

PulteGroup

Chapman



First Floor

EQUAL HOUSING OPPORTUNITY

Floor plans, Elevations and Options will vary from Community to Community and may not reflect current changes. Dimensions shown are approximate.
(c) Copyright 2019 Pulte Homes, Inc.

WIDTH	40'-0"	BOYNTON COTTAGE DISTRICT	SQ FTG UNDER AIR	1,662
DEPTH	58'-0"			

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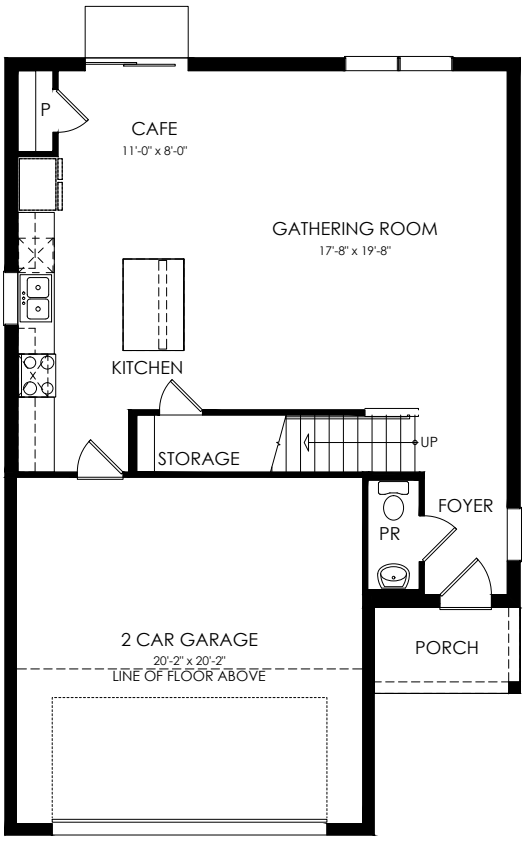
Chapman

PulteGroup

Hamden



First Floor

EQUAL HOUSING OPPORTUNITY

Floor plans, Elevations and Options will vary from Community to Community and may not reflect current changes. Dimensions shown are approximate.

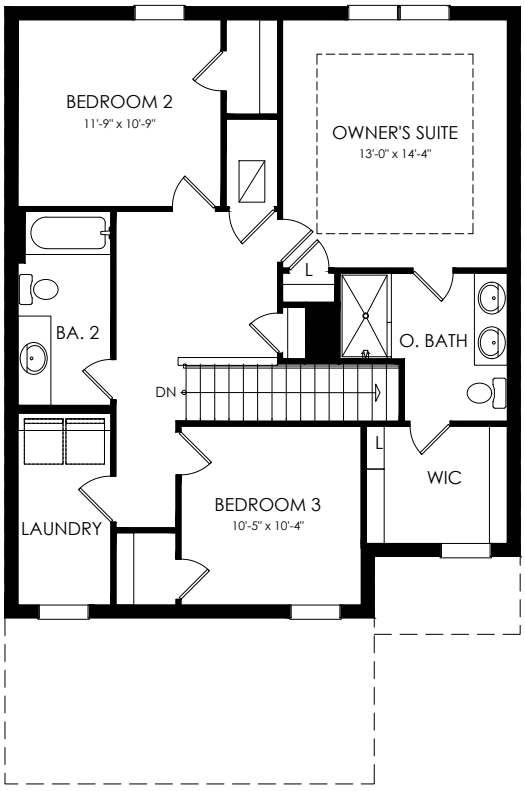
(c) Copyright 2021 Pulte Homes, Inc.

WIDTH	30'-0"	BOYNTON COTTAGE DISTRICT	SQ FTG UNDER AIR	1,822
DEPTH	45'-3"			

001 First Floor.dwg (printed: 1/20/2021, 2:06 PM)

PulteGroup

Hamden



Second Floor

EQUAL HOUSING OPPORTUNITY

Floor plans, Elevations and Options will vary from Community to Community and may not reflect current changes. Dimensions shown are approximate.

(c) Copyright 2021 Pulte Homes, Inc.

WIDTH	30'-0"	BOYNTON COTTAGE DISTRICT	SQ FTG UNDER AIR	1,822
DEPTH	45'-3"			

003 Second Floor.dwg (printed: 1/20/2021, 2:06 PM)

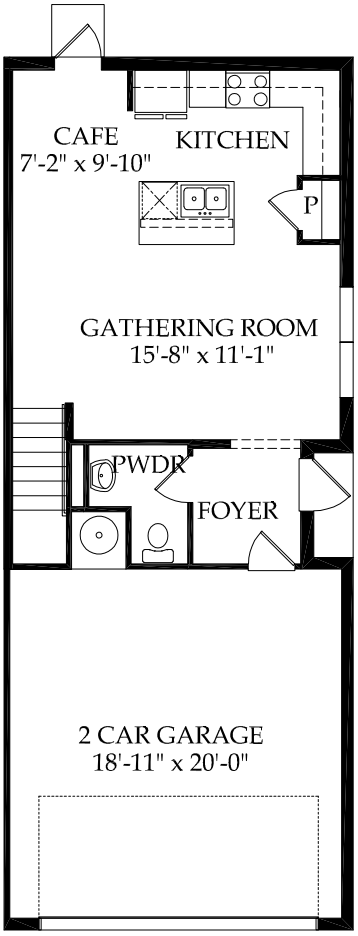


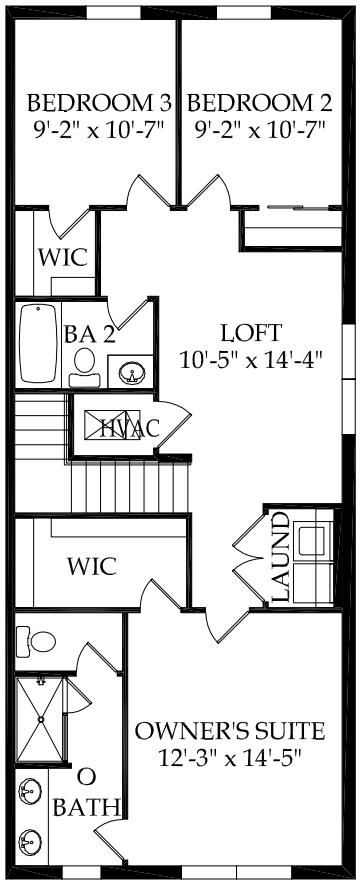
Hamden

Coastal Color Schemes - SF

	CO1		CO2		CO3		CO4		CO5		CO6	
1st Floor (Stucco or Siding)	SW 7006 Extra White (238 239 234)		SW 6203 Spare White (228 228 221)		SW 7003 Toque White (231 226 218)		SW 9136 Lullaby (203 212 212)		SW 7672 Knitting Needles (195 193 188)		SW 0052 Pearl Gray (203 206 197)	
Loft Siding	SW 7006 Extra White (238 239 234)		SW 6203 Spare White (228 228 221)		SW 7003 Toque White (231 226 218)		SW 9136 Lullaby (203 212 212)		SW 7672 Knitting Needles (195 193 188)		SW 0052 Pearl Gray (203 206 197)	
2nd Floor Siding	SW 7006 Extra White (238 239 234)		SW 6203 Spare White (228 228 221)		SW 7003 Toque White (231 226 218)		SW 9137 Niebla Azul (182 195 196)		SW 7066 Gray Matters (167 168 162)		SW 0052 Pearl Gray (203 206 197)	
Trim	SW 7006 Extra White (238 239 234)		SW 0052 Pearl Gray (203 206 197)		SW 7658 Gray Clouds (183 183 178)		SW 7070 Site White (220 222 220)		SW 7067 Cityscape (127 129 126)		SW 6203 Spare White (228 228 221)	
Accent	SW 7006 Extra White (238 239 234)		SW 0052 Pearl Gray (203 206 197)		SW 7671 On The Rocks (208 206 200)		SW 9138 Stardew (166 178 181)		SW 7570 Egret White (223 217 207)		SW 6203 Spare White (228 228 221)	
Front Door	SW 6989 Domino (53 51 55)		SW 6214 Underseas (124 142 135)		SW 7603 Poolhouse (128 149 160)		SW 7076 Cyberspace (68 72 77)		SW 7624 Slate Tile (96 110 116)		SW 6223 Stillwater (74 93 95)	
Garage Door	SW 7006 Extra White (238 239 234)		SW 0052 Pearl Gray (203 206 197)		SW 7658 Gray Clouds (183 183 178)		SW 7070 Site White (220 222 220)		SW 7570 Egret White (223 217 207)		SW 6203 Spare White (228 228 221)	
Shutters	SW 6989 Domino (53 51 55)		SW 6214 Underseas (124 142 135)		SW 7603 Poolhouse (128 149 160)		SW 7076 Cyberspace (68 72 77)		SW 7570 Egret White (223 217 207)		SW 6223 Stillwater (74 93 95)	
Tamko Heritage Asphalt Shingle	Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey	
Paver - Tremrom 4x8 Brick	Granite		Granite		Granite		Granite		Granite		Granite	
Gutters, Windows & Fence	Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White	

COBALT





First Floor
(End Unit)

Second Floor
(End Unit)

EQUAL HOUSING OPPORTUNITY

Floor plans, Elevations and Options will vary from Community to Community and may not reflect current changes. Dimensions shown are approximate.

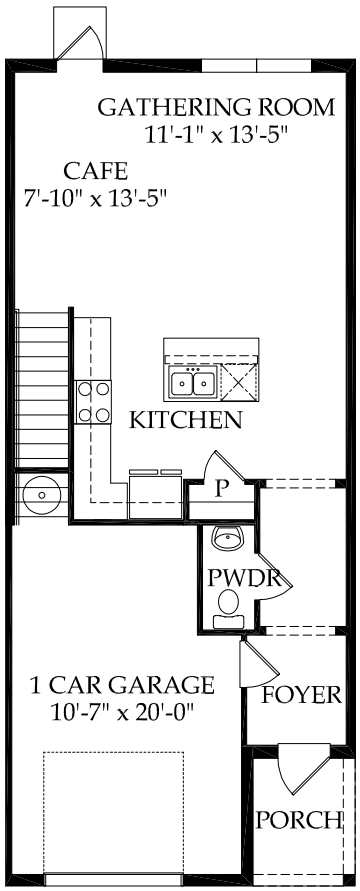
(c) Copyright 2022 Pulte Home Company, LLC.

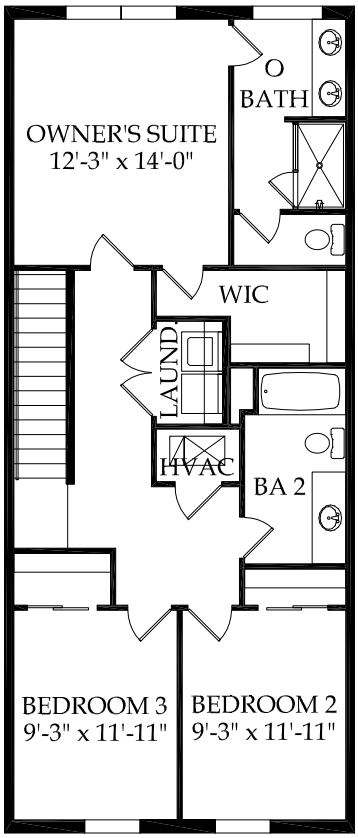
WIDTH	20'-0"	BOYNTON COTTAGE DISTRICT	SQ FTG UNDER AIR	1,547
DEPTH	50'-0"			

wms-20_Cobalt-Latitude-2022-08-26.dwg (printed 8/26/2022, 5:56 AM)

LATITUDE

PulteGroup™





First Floor
(Interior Unit)

Second Floor
(Interior Unit)

EQUAL HOUSING OPPORTUNITY

Floor plans, Elevations and Options will vary from Community to Community and may not reflect current changes. Dimensions shown are approximate.

(c) Copyright 2022 Pulte Home Company, LLC.

WIDTH	20'-0"	BOYNTON	SQ FTG	1,555
DEPTH	47'-4"	COTTAGE DISTRICT	UNDER AIR	

wms-20_Cobalt-Latitude-2022-08-26.dwg (printed 8/26/2022, 6:00 AM)


6 Unit A

6 unit A

	Bold Dustblu		Coastal Niebla Azul		Coastal Spare White		Coastal Spare White		Coastal Niebla Azul		Bold Dustblu	
1st Floor (Stucco or Siding)	SW 9161 Dustblu (149 155 160)		SW 9137 Niebla Azul (182 195 196)		SW 6203 Spare White (228 228 221)		SW 6203 Spare White (228 228 221)		SW 9137 Niebla Azul (182 195 196)		SW 9161 Dustblu (149 155 160)	
Loft Siding	SW 9161 Dustblu (149 155 160)		SW 9137 Niebla Azul (182 195 196)		SW 6203 Spare White (228 228 221)		SW 6203 Spare White (228 228 221)		SW 9137 Niebla Azul (182 195 196)		SW 9161 Dustblu (149 155 160)	
2nd Floor Siding	SW 6253 Olympus White (212 216 215)		SW 9139 Debonair (144 160 166)		SW 6203 Spare White (228 228 221)		SW 6203 Spare White (228 228 221)		SW 9139 Debonair (144 160 166)		SW 6253 Olympus White (212 216 215)	
Trim	SW 7005 Pure White (237 236 230)		SW 7006 Extra White (238 239 234)		SW 0052 Pearl Gray (203 206 197)		SW 0052 Pearl Gray (203 206 197)		SW 7006 Extra White (238 239 234)		SW 7005 Pure White (237 236 230)	
Accent	SW 7005 Pure White (237 236 230)		SW 7006 Extra White (238 239 234)		SW 0052 Pearl Gray (203 206 197)		SW 0052 Pearl Gray (203 206 197)		SW 7006 Extra White (238 239 234)		SW 7005 Pure White (237 236 230)	
Front Door	SW 0068 Copen Blue (194 204 196)		SW 7076 Cyberspace (68 72 77)		SW 6214 Underseas (124 142 135)		SW 6214 Underseas (124 142 135)		SW 7076 Cyberspace (68 72 77)		SW 0068 Copen Blue (194 204 196)	
Garage Door	SW 6253 Olympus White (212 216 215)		SW 7006 Extra White (238 239 234)		SW 0052 Pearl Gray (203 206 197)		SW 0052 Pearl Gray (203 206 197)		SW 7006 Extra White (238 239 234)		SW 6253 Olympus White (212 216 215)	
Shutters	SW 0068 Copen Blue (194 204 196)		SW 7076 Cyberspace (68 72 77)		SW 6214 Underseas (124 142 135)		SW 6214 Underseas (124 142 135)		SW 7076 Cyberspace (68 72 77)		SW 0068 Copen Blue (194 204 196)	
Shingle Roof Tamko Heritage	Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey	
Paver - Tremrom 4x8 Brick	Granite		Granite		Granite		Granite		Granite		Granite	
Gutters, Windows & Fence	Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White	

** Fence not included in plans, this is just noting color for future ARB approval.


6 Unit B

6 unit B

	Coastal Knitting Needles		Coastal Toque White		Coastal Lullaby		Coastal Lullaby		Coastal Toque White		Coastal Knitting Needles	
1st Floor (Stucco or Siding)	SW 7672 Knitting Needles (195 193 188)		SW 7003 Toque White (231 226 218)		SW 9136 Lullaby (203 212 212)		SW 9136 Lullaby (203 212 212)		SW 7003 Toque White (231 226 218)		SW 7672 Knitting Needles (195 193 188)	
Loft Siding	SW 7672 Knitting Needles (195 193 188)		SW 7003 Toque White (231 226 218)		SW 9136 Lullaby (203 212 212)		SW 9136 Lullaby (203 212 212)		SW 7003 Toque White (231 226 218)		SW 7672 Knitting Needles (195 193 188)	
2nd Floor Siding	SW 7066 Gray Matters (167 168 162)		SW 7003 Toque White (231 226 218)		SW 9137 Niebla Azul (182 195 196)		SW 9137 Niebla Azul (182 195 196)		SW 7003 Toque White (231 226 218)		SW 7066 Gray Matters (167 168 162)	
Trim	SW 7067 Cityscape (127 129 126)		SW 7658 Gray Clouds (183 183 178)		SW 7070 Site White (220 222 220)		SW 7070 Site White (220 222 220)		SW 7658 Gray Clouds (183 183 178)		SW 7067 Cityscape (127 129 126)	
Accent	SW 7570 Egret White (223 217 207)		SW 7671 On The Rocks (208 206 200)		SW 9138 Stardew (166 178 181)		SW 9138 Stardew (166 178 181)		SW 7671 On The Rocks (208 206 200)		SW 7570 Egret White (223 217 207)	
Front Door	SW 7624 Slate Tile (96 110 116)		SW 7603 Poolhouse (128 149 160)		SW 7076 Cyberspace (68 72 77)		SW 7076 Cyberspace (68 72 77)		SW 7603 Poolhouse (128 149 160)		SW 7624 Slate Tile (96 110 116)	
Garage Door	SW 7570 Egret White (223 217 207)		SW 7658 Gray Clouds (183 183 178)		SW 7070 Site White (220 222 220)		SW 7070 Site White (220 222 220)		SW 7658 Gray Clouds (183 183 178)		SW 7570 Egret White (223 217 207)	
Shutters	SW 7570 Egret White (223 217 207)		SW 7603 Poolhouse (128 149 160)		SW 7076 Cyberspace (68 72 77)		SW 7076 Cyberspace (68 72 77)		SW 7603 Poolhouse (128 149 160)		SW 7570 Egret White (223 217 207)	
Shingle Roof Tamko Heritage	Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey		Thunderstrom Grey	
Paver - Tremrom 4x8 Brick	Granite		Granite		Granite		Granite		Granite		Granite	
Gutters, Windows & Fence	Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White		Low Gloss White	

** Fence not included in plans, this is just noting color for future ARB approval.

Project Schedule

Milestone	Date	Notes
Effective Date	Feb-23	All dates below are based on an Effective Date of 2/14/2023
Initial Deposit Due	Feb-23	
Feasibility Period Ends	Jun-23	120 Days
Second Deposit Due	Jun-23	
Submit applications for site plan and zoning	Aug-23	Submit within 60 days after Feasibility Period Ends
Site plan and zoning applications approved	April-24	Assumes an 8-month approval process
Seek closing extension due to plat not being approved	June-24	12 months from the end of the Feasibility Period
Plat approved	Aug-24	Assumes a 4-month approval process after site plan approval (non-concurrent review)
Land Closing	Sept-24	Close within 30 days of plat approval
Purchaser shall submit building permits	Oct-24	PSA requires by 180 days from Closing, Purchaser planning 60 days after plat issuance
Land Development Commences	Oct-24	Assumes site work / utility permits obtained during plat review
City issuance of the building permits	Dec-24	60 days from Purchaser submitting building permits
Purchaser shall commence construction	Mar-25	PSA requires by 90 days from permit issuance, 5 months after land development commences
First Home Completed (CO)	Sep-25	6 months from commencing construction
Final Home Completed	May-26	14 months from commencing construction
Purchaser shall obtain CO for the final dwelling unit of the Project	Mar-27	Outside date to get last CO

Total Project Cost

Townhome Budget	
Purchase Price/Unit	$36,622.222
Land Development Cost/Unit	$40,395
Engineering/Pre-acq Costs/Unit	$4,847.39
Hard Costs/Unit	$31,911.99
Soft Costs/Unit	$3,635.54
House Cost/Unit	$186,326
Hard Cost/Unit	$162,272.80
Soft Costs, Permits & Fees/Unit	$24,053.58
Total Budget/Unit	$263,344

Single-Family Budget	
Purchase Price/Unit	$91,555.556
Land Development Cost/Unit	$51,936
Engineering/Pre-acq Costs/Unit	$6,232.36
Hard Costs/Unit	$41,029.70
Soft Costs/Unit	$4,674.27
House Cost/Unit	$195,186
Hard Cost/Unit	$167,492.16
Soft Costs, Permits & Fees/Unit	$27,693.38
Total Budget/Unit	$338,677

Total Project Cost	**$11,701,742**

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment") is made effective as stated herein, between **Boynton Beach Community Redevelopment Agency**, a public agency created pursuant to Section 163, Part III F.S. (the "Seller"), and **Pulte Home Company, LLC**, a Michigan limited liability company (the "Purchaser"), for purposes of amending that certain Purchase and Development Agreement (the "Agreement") with Effective Date of February 25, 2023.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Local Subcontractors**. Section 20.m.2 of the Agreement is hereby deleted and replaced in full with the following:

> 2) Provide no less than 15% of the construction costs to local subcontractor(s) in the municipal boundaries of the City of Boynton Beach and/or unincorporated Boynton Beach.

2. **Restrictive Covenant**. Section 21 of the Agreement is hereby amended to provide that the parties will agree on the form of restrictive covenant on or before the Closing Date.

3. **Plat Submittal**. Section 22.a. of the Agreement is hereby amended to provide that Purchaser shall submit applications to the City for platting within 90 days of Site Plan Approval.

4. **Agreement in Full Force; Conflict; Capitalized Terms**. Except as expressly modified herein, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms and provisions of this Amendment and the Agreement, the terms and provisions of this Amendment shall control and be given effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

5. **Counterparts; Facsimile Copies**. This Amendment may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument. To facilitate execution, the parties agree that this Amendment may be executed and telecopied to the other party and that an executed telecopy shall be binding and enforceable as an original.

6. **Effective Date**. The Effective Date of this Amendment shall be the date the last of the Seller or the Purchaser execute this Amendment.

SELLER	**PURCHASER**
Boynton Beach Community Redevelopment Agency, a public agency created pursuant to Section 163, Part III F.S.	**Pulte Home Company, LLC**, a Michigan Limited Liability Company
By:	By:
_____	_____

(Signature)

IY PENSERGA
CHAIR / MAYOR
(Printed name and title)

Date: 9/12/2023

(Signature)

ANDREW MAXEY, VP LAND ACQUISITION
(Printed name and title)

Date: 9/13/2023

IN WITNESS WHEREOF, Seller and Purchaser have caused this Amendment to be executed in its name, by its proper officer thereunto duly authorized, on the date set forth below.

SECOND AMENDMENT TO PURCHSE AND DEVELOPMENT AGREEMENT

This Second Amendment to Purchase and Development Agreement (the "Second Amendment") is made effective as stated herein, between **Boynton Beach Community Redevelopment Agency**, a public agency created pursuant to Section 163, Part III F.S. (the "Seller"), and **Pulte Home Company, LLC**, a Michigan limited liability company (the "Purchaser") (collectively referred to as "the Parties").

WHEREAS, on February 25, 2023, the Parties entered into the Purchase and Development Agreement (the "Agreement"); and

WHEREAS, on September 13, 2023, the Parties entered into a First Amendment to Agreement; and

WHEREAS, Section 6 of the Agreement provides that the closing date shall take place on the earlier of (i) thirty (30) days after the last of the closing Conditions has been satisfied; or (ii) twelve (12) months after the end of the Feasibility Period; and

WHEREAS, Section 6 of the Agreement further provides that the Purchaser may request a six (6) month extension on the closing date subject to the Boynton Beach Community Redevelopment Agency Board's approval; and

WHEREAS, the Feasibility Period ended on June 26, 2023; and therefore under the terms of the Agreement, the closing date is currently scheduled for June 26, 2024; and

WHEREAS, the Purchaser has not received plat approval to date; and

WHEREAS, pursuant to Section 9.4 of the Agreement, Final Plat approvals are a condition of closing; and

WHEREAS, on May 6, 2024, Purchaser requested a six-month extension to receive plat approval and close on the Property; and

WHEREAS, on May 14, 2024, the Boynton Beach Community Redevelopment Agency Board approved a six-month extension of the Agreement, with a closing date on or before December 26, 2024; and

WHEREAS, the Parties desire to ratify and affirm the extension in writing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitations**. The recitations above are hereby incorporated herein as if fully set forth.

2. **Closing Date**. Section 6. of the Agreement is hereby deleted and replaced with the following:

   The Closing shall take place on the ***earlier of*** December 26, 2024; or within thirty (30) days after Final Plat approval.

3. **Agreement in Full Force; Conflict; Capitalized Terms**. Except as expressly modified herein, the Agreement is hereby ratified and confirmed in full force and effect in accordance with its terms. In the event of a conflict between the terms and provisions of this Amendment and the Agreement, the terms and provisions of this Amendment shall control and be given effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

4. **Counterparts; Facsimile Copies**. This Amendment may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument. To facilitate execution, the parties agree that this Amendment may be executed and telecopied to the other party and that an executed telecopy shall be binding and enforceable as an original.

5. **Effective Date**. The Effective Date of this Amendment shall be the date the last of the Seller or the Purchaser execute this Amendment.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Amendment to be executed in its name, by its proper officer thereunto duly authorized, on the date set forth below.

SELLER

Boynton Beach Community Redevelopment Agency, a public agency created pursuant to Section 163, Part III F.S.

By: _____
(Signature)

Ty Penserga - CRA Board Chair
(Printed name and title)

Date: 7/9/2024

PURCHASER

Pulte Home Company, LLC, a Michigan Limited Liability Company

By: _____
(Signature)

ANDREW MAXEY, VP-LAND ACQUISITION
(Printed name and title)

Date: 5/31/2024

WITNESS: _____

Printed Name: Vicki Cuffman

WITNESS: _____

Printed Name: Humberto C Martinez

Approved as to form and legal sufficiency: _____
CRA Attorney

January 6, 2025

Mr. Timothy Tack, Assistant Director/Acting Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

Dear Timothy:

Please find a copy of the seventh written report required by the Purchase and Development Agreement (PDA) between the Boynton Beach Community Redevelopment Agency (CRA) and Pulte Home Company, LLC for the Cottage District project. Older items have been removed from this cover letter but remain in the report.

Development Deadlines
The PDA outlines development-related deadlines and summarizes them in the attached table. Pulte submitted the site plan, master plan, and rezoning applications on June 7, 2023. City staff provided comments on July 7, 2023. Pulte resubmitted on August 14, 2023, with staff comments due on August 30, 2023. Staff issued comments on September 7, 2023. We resubmitted on October 25, 2023 and we received the comments on November 21, 2023. Site plan, rezoning and variance approvals were obtained on February 6, 2024.

Pulte submitted the plat on February 27, 2024, received comments on April 12, 2024 and resubmitted on May 6, 2024. We received staff comments on June 14, 2024 and met with staff to review on June 21, 2024. The June comments indicated that the plat was ready for certification review; however, the plat will not be scheduled for City Commission approval until the Land Development Permit has received Technical Compliance. In November, staff indicated they would now proceed with the plat approval. The plat was approved on November 19, 2024 and recorded on December 10, 2024.

We submitted the Land Development Permit (LDP) on February 27, 2024. The plat comments received on April 12th included comments on the LDP engineering plans. We were also advised to resubmit the LDP to staff and did so on May 6, 2024. We received staff comments on June 14, 2024 and met with staff to review on June 21, 2024. At that time, we were advised to instead submit via SAGES and did so on July 15, 2024. Staff comments were received on August 20, 2024 and we resubmitted on September 10, 2024. Additional staff comments were received on October 23, 2024 and we resubmitted on December 4, 2024. At this point, we believe all technical comments have been addressed and request the LDP be issued as soon as we provide the surety bond. This will allow us to commence site work and start homebuilding without further delay.

Land Closing
Pulte closed on the land on December 13, 2024.

Developers Agreement
On April 26, 2024, we received the draft Developer's Agreement, we provided our comments on May 20, 2024, and met with City staff to review on May 30, 2024. Staff comments were received on June 11, 2024. We were also advised that the LDP would need to progress before the Developer's Agreement could be finalized. Pulte and City staff have had several meetings regarding the Developer's Agreement; however, the agreement is not ready for City Commission review. City staff has indicated that the Developer's Agreement must be approved prior to

issuance of the LDP but we respectfully request that the LDP be issued prior to the Developer's Agreement as it is ready to be issued and this will allow us to proceed with site work and start the homes. Tying the Developer's Agreement to the LDP will delay the project.

Sales and Marketing Deadlines
The First Amendment to the PDA extends the timeframe for the Form of Restrictive Covenant to Prior to Closing. CRA staff approved the Form of Restrictive Covenant on February 13, 2024.

Please let us know if you have any questions. We look forward to continuing to work with you on this exciting and important project.

Sincerely,

Aimee Craig Carlson, AICP
Director of Land Planning and Entitlement

Attachment: PDA Deadlines

Boynton Beach CRA and Pulte Home Company PDA Deadlines

Event	Due Date	Status
Development Deadlines		
Obtain approval from Asset Management Committee	Prior to expiration of feasibility period– 6/26/23	COMPLETED
Submit applications for platting, site plan and zoning	Within 60 days of second deposit – 9/1/23	Site plan, rezoning and variance approvals were obtained on 2/6/2024. Plat approved on 11/19/24 and recorded on 12/10/24.
Provide a copy of all HOA governing documents	Prior to Site Plan Approval	COMPLETED
Submit Plat	90 days within Site Plan Approval	APPROVED and RECORDED
Obtain all site plan and development permit approvals	Within twelve months after application	Site plan and rezoning approval obtained on 2/6/24. We submitted the Land Development Permit (LDP) on 2/27/24. The plat comments received on 4/12/24 included comments on the LDP engineering plans. We were also advised to resubmit the LDP to staff and did so on 5/6/24. We received staff comments on 6/14/24 and met with staff to review on 6/21/24. At that time, we were advised to instead submit via SAGES and did so on 7/15/24. Staff comments were received on 8/20/24. Revisions were submitted on 9/10/24. Additional staff comments were received on 10/23/24. We resubmitted on 12/4/24. At this point, we believe all technical items have been addressed and the LDP should be issued once we provide the surety bond. City staff has said that the Developers' Agreement must be approved by the City Commission prior to the issuance of the LDP but this stance will delay the project. We respectfully request that the LDP be issued now so that

Boynton Beach CRA and Pulte Home Company PDA Deadlines

		we can proceed with sitework and commence homebuilding.
Closing Date	*Earlier of 30 days 1) after the last of the Closing Conditions has been satisfied or 2) 12 months after the end of the Feasibility period.	CLOSED on 12/13/24
Submit building permits	Within 180 days of site plan approval, unless City requires additional approvals before permit can be submitted	COMPLETED The single family model permits were submitted on 7/19/24 and the townhome model permits were submitted on 7/25/24. The single family permits have completed three rounds of review and issuance of LDP is the primary remaining item. Two rounds of comments have been provided on the townhome permits and we anticipate resubmitting within two weeks.
Commence site work	Within 90 days of land development permit issuance	Date TBD; we are pending receipt of the LDP
Commence construction of dwelling units	Within 90 days of first five building permits	Date TBD
Obtain Final Certificate of Occupancy	Within two years of commencing construction of the first dwelling unit	Date TBD

Boynton Beach CRA and Pulte Home Company PDA Deadlines

Event	Due Date	Status
Sales and Marketing Deadlines		
Form of restrictive covenant	Prior to Closing (Due Date updated in the First Amendment)	Draft restrictive covenant provided to CRA staff on 6/12/23. Comments received from staff on 6/26/23 and Pulte responded to the comments on 7/18/23. CRA staff responded on 2/13/24 approving the draft.
Groundbreaking Ceremony	Prior to or simultaneously with the commencement of construction of the first unit	Date TBD
Implementation of sales and marketing plan and launch project website	No later than 60 days after Commencement of Construction of the first dwelling unit	Date TBD
Notify seller that units will be sold via lottery	At least 45 days prior	Date TBD
Ribbon Cutting Ceremony	Prior to closing, or within 60 days thereafter, of the first unit	Date TBD

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CONSENT AGENDA

AGENDA ITEM 11.A

SUBJECT:
CRA Financial Report Period Ending December 31, 2024

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

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

FISCAL IMPACT:
FY 2024-2025 Annual Budget

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan and FY 2024-2025 CRA Budget

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

ATTACHMENTS:

	Description
•	Attachment I - December 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 - December 31, 2024

	General Fund	Projects Fund	Debt Service Fund	Total Governmental Funds
REVENUES				
Tax increment revenue	24,518,916	-	-	24,518,916
Marina Rent & Fuel Sales	401,382	-	-	401,382
Contributions and donations	-	-	-	-
Interest and other income	85,808	2,597,345	1,438	2,684,591
Total revenues	25,006,106	2,597,345	1,438	27,604,888
EXPENDITURES				
General government	1,103,166	-	-	1,103,166
Redevelopment projects	-	872,616	-	872,616
Debt service:				-
Principal	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	1,103,166	872,616	-	1,975,783
Excess (deficiency) of revenues over expenditures	23,902,939	1,724,729	1,438	25,629,106
OTHER FINANCING SOURCES (USES)				
Funds Transfers in	-	-	-	-
Funds Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	23,902,939	1,724,729	1,438	25,629,106
Fund balances - beginning of year	4,869,740	19,070,941	230,912	24,171,593
Fund balances - end of year	28,772,679	20,795,670	232,350	49,800,699

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 - December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Tax increment revenue	$ 24,279,354	$ 24,279,354	24,518,916
Marina Rent & Fuel Sales	1,300,000	1,300,000	401,382
Interest and other income	-	-	85,808
Other financing sources (uses)	-	-	-
Total revenues	25,579,354	25,579,354	25,006,106
EXPENDITURES			
General government	5,670,284	5,750,059	1,103,166
Total expenditures	5,670,284	5,750,059	1,103,166
Excess of revenues over expenditures	19,909,070	19,829,295	23,902,939
OTHER FINANCING SOURCES (USES)			
Carryover fund balance			-
Transfers out	(19,909,070)	(19,909,070)	-
Total other financing sources (uses)	(19,909,070)	(19,909,070)	-
Net change in fund balances	$ -	$ (79,775)	23,902,939
Fund balances - beginning of year			4,869,740
Fund balances - end of year			28,772,679

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: 12/01/2024 - 12/31/2024

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	-24,279,354.00	0.00	-24,518,916.00	-24,518,916.00	239,562.00	0.99%
01-42115	MARINA RENTS	0.00	-100,000.00	-24,068.00	-12,034.00	-36,102.00	-63,898.00	-63.90%
01-42116	MISCELLANEOUS RENTS FRO PROPER	0.00	0.00	-43,859.38	-28,218.44	-72,077.82	72,077.82	0.00%
01-42117	MARINA FUEL SALES	0.00	-1,200,000.00	-176,650.86	-114,634.37	-291,285.23	-908,714.77	-75.73%
01-42118	MARINA MISC INCOME	0.00	0.00	-963.15	-953.30	-1,916.45	1,916.45	0.00%
01-46100	INTEREST INCOME	0.00	0.00	-8,005.22	-31,078.30	-39,083.52	39,083.52	0.00%
01-47200	IN KIND REVENUE	0.00	0.00	-24,362.34	-14,431.17	-38,793.51	38,793.51	0.00%
01-48100	MISCELLANEOUS INCOME	0.00	0.00	-4,597.79	-3,333.28	-7,931.07	7,931.07	0.00%
	Revenue Totals:	**0.00**	**-25,579,354.00**	**-282,506.74**	**-24,723,598.86**	**-25,006,105.60**	**-573,248.40**	**-2.24%**
Expense								
01-51010-200	CONTRACTUAL EXPENSE	0.00	26,842.09	197.75	565.75	763.50	26,078.59	97.16%
01-51010-216	ADVERTISING & PUBLIC NOTICES	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
01-51010-225	ASSOC. MEETINGS & SEMINARS	0.00	29,000.00	4,000.00	33.98	4,033.98	24,966.02	86.09%
01-51010-227	DELIVERY SERVICES	0.00	500.00	0.00	139.00	139.00	361.00	72.20%
01-51010-310	OFFICE SUPPLIES	0.00	800.00	0.00	0.00	0.00	800.00	100.00%
01-51230-100	PERSONNEL SERVICES	0.00	543,490.00	37,406.44	30,352.80	67,759.24	475,730.76	87.53%
01-51230-115	CAR ALLOWANCE	0.00	9,600.00	512.30	415.38	927.68	8,672.32	90.34%
01-51230-225	ASSOC. MEETINGS & SEMINARS	0.00	16,500.00	580.05	-305.65	274.40	16,225.60	98.34%
01-51230-226	MEMBERSHIP DUES	0.00	18,400.00	4,605.50	0.00	4,605.50	13,794.50	74.97%
01-51230-227	DELIVERY SERVICES	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-51230-229	CAREER DEVELOPMENT	0.00	19,500.00	0.00	0.00	0.00	19,500.00	100.00%
01-51230-310	OFFICE SUPPLIES	0.00	2,500.00	10.90	-337.61	-326.71	2,826.71	113.07%
01-51230-315	POSTAGE	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
01-51230-340	CELLULAR PHONES	0.00	2,000.00	179.52	96.51	276.03	1,723.97	86.20%
01-51230-355	SUBSCRIPTIONS	0.00	1,700.00	135.00	0.00	135.00	1,565.00	92.06%
01-51230-360	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00%
01-51230-400	EQUIPMENT COSTS	0.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00%
01-51325-100	PERSONNEL SERVICES	0.00	268,455.00	38,100.92	30,975.60	69,076.52	199,378.48	74.27%
01-51325-115	CAR ALLOWANCE	0.00	3,600.00	512.30	415.38	927.68	2,672.32	74.23%
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	26.96	13.48	40.44	5,959.56	99.33%
01-51325-225	ASSOC. MEETINGS & SEMINARS	0.00	9,300.00	296.00	798.38	1,094.38	8,205.62	88.23%
01-51325-226	MEMBERSHIP DUES	0.00	1,700.00	0.00	0.00	0.00	1,700.00	100.00%
01-51325-227	DELIVERY COSTS	0.00	300.00	0.00	0.00	0.00	300.00	100.00%
01-51325-229	CAREER DEVELOPMENT	0.00	12,000.00	0.00	0.00	0.00	12,000.00	100.00%

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01-51325-310	OFFICE SUPPLIES	0.00	2,000.00	5.89	133.25	139.14	1,860.86	93.04%
01-51325-340	CELLULAR PHONES	0.00	2,000.00	179.52	96.51	276.03	1,723.97	86.20%
01-51325-355	SUBSCRIPTIONS	0.00	4,000.00	1,499.00	0.00	1,499.00	2,501.00	62.53%
01-51325-360	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00%
01-51325-365	OFFICE PRINTING COSTS	0.00	2,000.00	137.19	0.00	137.19	1,862.81	93.14%
01-51325-400	EQUIPMENT COSTS	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
01-51410-213	GENERAL PROPERTY COVERAGE	0.00	400,494.00	192,705.87	0.00	192,705.87	207,788.13	51.88%
01-51420-200	CONTRACTUAL EXPENSE	0.00	68,000.00	534.94	18,050.00	18,584.94	49,415.06	72.67%
01-51420-201	CONTRACT LEGAL	-7,000.00	207,000.00	12,998.50	10,488.00	23,486.50	190,513.50	92.04%
01-51420-202	WEBSITE HOSTING, REDESIGN & MAINT	15,743.70	54,486.89	763.26	6,681.63	7,444.89	31,298.30	57.44%
01-51420-204	CITY STAFF COSTS	-2,376.00	39,496.00	0.00	2,376.00	2,376.00	39,496.00	100.00%
01-51440-100	PERSONNEL SERVICES	0.00	226,609.00	32,285.04	26,246.25	58,531.29	168,077.71	74.17%
01-51440-225	ASSOC. MEETINGS & SEMINARS	0.00	5,700.00	608.92	455.49	1,064.41	4,635.59	81.33%
01-51440-226	MEMBERSHIP DUES	0.00	1,700.00	385.00	0.00	385.00	1,315.00	77.35%
01-51440-227	DELIVERY SERVICES	0.00	600.00	0.00	39.08	39.08	560.92	93.49%
01-51440-229	CAREER DEVELOPMENT	0.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00%
01-51440-310	OFFICE SUPPLIES	0.00	2,000.00	5.89	15.80	21.69	1,978.31	98.92%
01-51440-340	CELLULAR PHONES	0.00	1,200.00	153.00	90.00	243.00	957.00	79.75%
01-51440-355	SUBSCRIPTIONS	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
01-51440-360	BOOKS & PUBLICATIONS	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-51440-365	OFFICE PRINTING COSTS	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
01-51620-200	CONTRACTUAL EXPENSE	0.00	5,000.00	0.00	89.97	89.97	4,910.03	98.20%
01-51620-201	PROPERTY TAXES & ASSOC. DUES	0.00	204,871.21	87,822.89	1,668.52	89,491.41	115,379.80	56.32%
01-51620-202	MARINA POLICE	0.00	60,751.94	3,314.78	0.00	3,314.78	57,437.16	94.54%
01-51620-205	RENTAL OF OFFICES	0.00	30,000.00	5,184.00	0.00	5,184.00	24,816.00	82.72%
01-51620-208	EQUIPMENT LEASES	-345.94	12,000.00	545.13	345.94	891.07	11,454.87	95.46%
01-51620-209	PROPERTY MAINTENENCE COST	-7,031.25	531,327.00	22,120.69	10,454.67	32,575.36	505,782.89	95.19%
01-51620-210	IN KIND EXPENSE	0.00	0.00	24,362.34	14,431.17	38,793.51	-38,793.51	0.00%
01-51620-211	VEHICLE MAINTENANCE / FUEL	0.00	10,000.00	0.00	47.20	47.20	9,952.80	99.53%
01-51620-212	HURRICANE/PROPERTY CONTINGENCY	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00%
01-51620-224	SIGNAGE	0.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
01-51620-325	ELECTRICITY COSTS	0.00	30,000.00	1,147.60	659.83	1,807.43	28,192.57	93.98%
01-51620-326	WATER CHARGES	0.00	25,000.00	570.62	315.69	886.31	24,113.69	96.45%
01-51630-200	CONTRACTUAL	0.00	600.00	0.00	0.00	0.00	600.00	100.00%
01-51630-209	PROPERTY MAINTENENCE	0.00	120,000.00	6,494.50	5,046.20	11,540.70	108,459.30	90.38%
01-51630-241	MARINA FUEL MANAGEMENT	0.00	245,000.00	40,024.72	20,012.34	60,037.06	184,962.94	75.50%
01-51630-242	MARINE FUEL STATION OVERHEAD	0.00	60,000.00	2,532.11	3,307.20	5,839.31	54,160.69	90.27%
01-51630-310	OFFICE SUPPLIES	0.00	1,200.00	181.58	115.80	297.38	902.62	75.22%
01-51630-325	ELECTRIC COSTS	0.00	16,000.00	1,439.13	605.47	2,044.60	13,955.40	87.22%
01-51630-326	WATER COSTS	0.00	10,000.00	1,917.47	325.62	2,243.09	7,756.91	77.57%
01-51630-327	GASOLINE & DEISEL FUEL PURCHAS	0.00	827,200.00	82,272.81	79,345.10	161,617.91	665,582.09	80.46%
01-51630-328	MARINA DIESEL SALES TAX	0.00	20,000.00	-162.50	1,278.93	1,116.43	18,883.57	94.42%
01-51650-200	CONTRACTUAL EXPENSE	0.00	1,800.00	0.00	0.00	0.00	1,800.00	100.00%
01-51650-210	CITY IT SUPPORT	-7,815.00	35,000.00	0.00	7,815.00	7,815.00	35,000.00	100.00%

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01-51650-211	COMPUTER SOFTWARE & LICENSES	0.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00%
01-51650-212	FINANCIAL SOFTWARE MAINTENANCE	0.00	42,060.00	22,109.00	0.00	22,109.00	19,951.00	47.43%
01-51650-330	TELEPHONE LINES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
01-51650-400	EQUIPMENT COSTS	0.00	13,000.00	0.00	5,853.94	5,853.94	7,146.06	54.97%
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	166,155.00	20,417.68	17,143.25	37,560.93	128,594.07	77.39%
01-57400-216	ADVERTISING & PUBLIC NOTICES	0.00	49,000.00	1,125.00	2,545.00	3,670.00	45,330.00	92.51%
01-57400-218	ANNUAL REPORT & BROCHURES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
01-57400-225	ASSOC. MEETINGS & SEMINARS	0.00	12,000.00	159.00	158.64	317.64	11,682.36	97.35%
01-57400-226	MEMBERSHIP DUES	0.00	10,700.00	1,365.00	110.00	1,475.00	9,225.00	86.21%
01-57400-227	DELIVERY SERVICES	0.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00%
01-57400-229	CAREER DEVELOPMENT	0.00	10,500.00	0.00	0.00	0.00	10,500.00	100.00%
01-57400-236	PHOTOGRAPHY / VIDEOS	0.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
01-57400-310	OFFICE SUPPLIES	0.00	2,000.00	5.89	47.86	53.75	1,946.25	97.31%
01-57400-340	CELLULAR PHONES	0.00	2,000.00	254.12	140.56	394.68	1,605.32	80.27%
01-57400-355	SUBSCRIPTIONS	0.00	2,100.00	0.00	0.00	0.00	2,100.00	100.00%
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	0.00	0.00	0.00	4,000.00	100.00%
01-57500-100	PERSONNEL SERVICES	0.00	166,221.00	16,069.98	13,064.70	29,134.68	137,086.32	82.47%
01-57500-225	ASSOC. MEETINGS & SEMINARS	0.00	10,000.00	15.00	70.00	85.00	9,915.00	99.15%
01-57500-226	MEMBERSHIP DUES	0.00	2,600.00	385.00	0.00	385.00	2,215.00	85.19%
01-57500-229	CAREER DEVELOPMENT	0.00	12,000.00	0.00	105.00	105.00	11,895.00	99.13%
01-57500-310	OFFICE SUPPLIES	0.00	2,000.00	5.89	-85.00	-79.11	2,079.11	103.96%
01-57500-340	CELLULAR PHONES	0.00	600.00	76.50	45.00	121.50	478.50	79.75%
01-57500-355	SUBSCRIPTIONS	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-57500-360	BOOKS & PUBLICATIONS	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-59000-151	F.I.C.A.	0.00	80,000.00	9,496.53	6,505.63	16,002.16	63,997.84	80.00%
01-59000-152	MEDICARE	0.00	25,000.00	2,220.96	1,686.07	3,907.03	21,092.97	84.37%
01-59000-153	RETIREMENT PLAN 401(a)	0.00	350,000.00	50,424.00	25,210.00	75,634.00	274,366.00	78.39%
01-59000-154	WORKERS COMP INSURANCE	0.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00%
01-59000-155	HEALTH INSURANCE	0.00	200,000.00	20,870.68	435.34	21,306.02	178,693.98	89.35%
01-59000-156	DENTAL INSURANCE	0.00	10,000.00	659.34	329.67	989.01	9,010.99	90.11%
01-59000-157	LIFE INSURANCE	0.00	10,000.00	0.00	90.00	90.00	9,910.00	99.10%
01-59000-158	SHORT / LONG TERM DISABILITY	0.00	10,000.00	1,459.11	0.00	1,459.11	8,540.89	85.41%
01-59000-159	UNEMPLOYMENT CHARGES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
01-59000-160	VISION INSURANCE	0.00	3,000.00	82.40	41.20	123.60	2,876.40	95.88%
01-59000-161	COMPENSATED ABSENSES	0.00	65,000.00	0.00	0.00	0.00	65,000.00	100.00%
01-59800-990	TRANS OUT TO DEBT SERVICE FUND	0.00	2,317,425.00	0.00	0.00	0.00	2,317,425.00	100.00%
01-59999-990	INTERFUND TRANSFERS OUT	0.00	17,591,645.00	0.00	0.00	0.00	17,591,645.00	100.00%
	Expense Totals:	**-8,824.49**	**25,659,129.13**	**755,969.61**	**347,196.52**	**1,103,166.13**	**24,564,787.49**	**95.74%**
	01 - GENERAL FUND Totals:	**-8,824.49**	**79,775.13**	**473,462.87**	**-24,376,402.34**	**-23,902,939.47**	**23,991,539.09**	

02 - PROJECTS FUND

Revenue

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
02-44100	FESTIVAL & EVENT INCOME	0.00	0.00	-1,500.00	-1,101.53	-2,601.53	2,601.53	0.00%
02-46100	INTEREST INCOME	0.00	0.00	-79,947.19	-39,152.64	-119,099.83	119,099.83	0.00%
02-47100	APPLICATION FEES	0.00	0.00	-400.00	-100.00	-500.00	500.00	0.00%
02-48100	MISCELLANEOUS INCOME	0.00	0.00	-205.50	-2,474,938.11	-2,475,143.61	2,475,143.61	0.00%
02-49100	OTHER FINANCING SOURCES	0.00	-8,187,298.00	0.00	0.00	0.00	-8,187,298.00	-100.00%
02-49900	TRANSFERS IN	0.00	-17,591,645.00	0.00	0.00	0.00	-17,591,645.00	-100.00%
	Revenue Totals:	**0.00**	**-25,778,943.00**	**-82,052.69**	**-2,515,292.28**	**-2,597,344.97**	**-23,181,598.03**	**-89.92%**
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	0.00	1,051,150.00	7,300.00	0.00	7,300.00	1,043,850.00	99.31%
02-58100-213	LEGAL FEES	0.00	285,389.00	26,696.00	16,853.00	43,549.00	241,840.00	84.74%
02-58200-401	PROPERTY PURCHASES	700,000.00	7,959,315.60	374,671.20	50,000.00	424,671.20	6,834,644.40	85.87%
02-58200-402	IMPROVEMENTS	0.00	4,233,613.00	0.00	4,900.00	4,900.00	4,228,713.00	99.88%
02-58200-404	CONSTRUCTION IN PROGRESS	0.00	135,220.20	0.00	0.00	0.00	135,220.20	100.00%
02-58200-405	SITE WORK AND DEMOLITION FEES	-9,937.01	316,172.52	26,607.52	10,499.27	37,106.79	289,002.74	91.41%
02-58200-406	INFRASTRUCTURE AND STREETSCAPE	0.00	11,037,152.08	147.00	441.00	588.00	11,036,564.08	99.99%
02-58400-443	DIFA-ECONOMIC DEVELOPMENT	0.00	583,524.00	0.00	0.00	0.00	583,524.00	100.00%
02-58400-444	ECONOMIC DEVELOPMENT GRANTS	17,845.63	1,176,377.13	136,599.01	38,014.37	174,613.38	983,918.12	83.64%
02-58400-445	MARKETING INCENTIVES	0.00	218,604.00	327.17	440.00	767.17	217,836.83	99.65%
02-58500-460	COMMUNITY POLICING INNOVATIONS	0.00	1,383,487.55	0.00	0.00	0.00	1,383,487.55	100.00%
02-58500-470	COMMUNITY SUPPORT PROJECTS	-32,931.68	650,157.06	30,500.85	32,931.68	63,432.53	619,656.21	95.31%
02-58500-480	COMMUNITY SPECIAL EVENTS	0.00	647,172.00	24,099.67	91,588.69	115,688.36	531,483.64	82.12%
	Expense Totals:	**674,976.94**	**29,877,334.14**	**626,948.42**	**245,668.01**	**872,616.43**	**28,329,740.77**	**94.82%**
	02 - PROJECTS FUND Totals:	**674,976.94**	**4,098,391.14**	**544,895.73**	**-2,269,624.27**	**-1,724,728.54**	**5,148,142.74**	
03 - DEBT SERVICE								
Revenue								
03-46100	INTEREST INCOME	0.00	0.00	-981.47	-456.18	-1,437.65	1,437.65	0.00%
03-49900	TRANSFERS IN	0.00	-2,317,425.00	0.00	0.00	0.00	-2,317,425.00	-100.00%
	Revenue Totals:	**0.00**	**-2,317,425.00**	**-981.47**	**-456.18**	**-1,437.65**	**-2,315,987.35**	**-99.94%**
Expense								
03-59800-814	BOND 2012 PRINCIPAL	0.00	1,487,000.00	0.00	0.00	0.00	1,487,000.00	100.00%
03-59800-815	BOND 2015 PRINCIPAL	0.00	705,000.00	0.00	0.00	0.00	705,000.00	100.00%
03-59800-824	BOND 2012 INTEREST	0.00	77,235.00	0.00	0.00	0.00	77,235.00	100.00%
03-59800-826	BOND 2015 INTEREST	0.00	47,190.00	0.00	0.00	0.00	47,190.00	100.00%
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**	**2,317,425.00**	**0.00**	**0.00**	**0.00**	**2,317,425.00**	**100.00%**
	03 - DEBT SERVICE Totals:	**0.00**	**0.00**	**-981.47**	**-456.18**	**-1,437.65**	**1,437.65**	
	Report Total:	**666,152.45**	**4,178,166.27**	**1,017,377.13**	**-26,646,482.79**	**-25,629,105.66**	**29,141,119.48**	

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND	-8,824.49	79,775.13	473,462.87	-24,376,402.34	-23,902,939.47	23,991,539.09	
02 - PROJECTS FUND	674,976.94	4,098,391.14	544,895.73	-2,269,624.27	-1,724,728.54	5,148,142.74	
03 - DEBT SERVICE	0.00	0.00	-981.47	-456.18	-1,437.65	1,437.65	
Report Total:	**666,152.45**	**4,178,166.27**	**1,017,377.13**	**-26,646,482.79**	**-25,629,105.66**	**29,141,119.48**	

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CONSENT AGENDA

AGENDA ITEM 11.B

SUBJECT:
Approval of a 90-day Extension to the Commercial Property Improvement Grant Program with Jken Boutique LLC located in Ocean Palm Plaza at 1600 N. Federal Highway, Unit 9

SUMMARY:
The CRA's Commercial Property Improvement Grant Program provides eligible businesses (new or existing) with financial assistance for the initial build-out costs associated with the construction, repaid, and/or rehabilitation of commercial building improvement. The Commercial Property Improvement Grant Programs provides a 50% reimbursement of the applicant's expenditure for the eligible improvements up to a maximum grant total of $50,000. Under the program guidelines eligible improvements must be permanent items that stay with the building. The Program also provides funding assistance related to the design fees for architectural, electrical, civil, mechanical, and/or plumbing improvements for eligible property improvements. Applicants are eligible to receive 50% of the applicant's project budget up to a maximum amount of $10,000.

On May 14, 2024, the CRA Board approved a Commercial Property Improvement Grant not to exceed the maximum grant award of $2,753.70 for exterior signage to Jken Boutique LLC located in Ocean Palm Plaza at 1600 N. Federal Highway, Unit 9, Boynton Beach, FL 33435 (see Attachments I-IV). Jken Boutique is a family-owned and operated boutique offering a wide variety of clothes and accessories for both children and adults. They also carry sunglasses, watches, jewelry, home goods and much more.

Per the grant's Program Rules & Regulations, a grantee has 180 days from permit approval to complete the project and submit for reimbursement. The permit for the signage was approved on April 19, 2024, and the signage was installed in April prior to the 180 days deadline. However, the grantee has not been able to obtain the necessary permit inspection from their contractor which is required for the grant reimbursement and close-out process.

On October 28, 2024, JKen Boutique requested the 90-day administrative extension which was approved by staff to allow more time for them to coordinate a final inspection with their contractor (see Attachment V).

On January 6, 2025, staff received a request for a second 90-day extension as Jken Boutique continues to coordinate with the sign company and landlord for the permit inspection (see Attachment VI).

Staff supports one 90-day extension from January 14, 2025 to April 14, 2025.

FISCAL IMPACT:
FY 2023-2024 Budget Project Fund, Line Item 02-58400-444, $2,753.70 for Property Improvements

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

CRA BOARD OPTIONS:
Approve the 90-day Extension to the Commercial Property Improvement Grant Program with Jken Boutique LLC located in Ocean Palm Plaza at 1600 N. Federal Highway, Unit 9 from January 14, 2025 to April 14, 2025.

ATTACHMENTS:

Description

- Attachment I - Commercial Property Improvement Grant Application
- Attachment II - Location Map
- Attachment III - Lease
- Attachment IV - Sign Quote
- Attachment V - Administrative Extension
- Attachment VI - 90-day Extension Request



October 1, 2023 – September 30, 2024

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Property Improvement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of a reimbursable grant intended to reduce the initial costs associated with the design, repair, and rehabilitation of buildings or other improvements in accordance with the BBCRA Community Redevelopment Plan. Improvements paid for by the BBCRA must be permanent and stay with the building.

The BBCRA reserves the right to approve or deny any Commercial Property Improvement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for one year or more at the time of application and has at least two years remaining on its existing lease. The term "project" means the eligible exterior or interior improvement project for which the applicant seeks reimbursement.

The Boynton Beach BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the

Initials J.C

Applicant(s) may be produced the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Incentive Funding

The Commercial Property Improvement Grant Program offers financial assistance to the commercial property owner or business owner in the form of a reimbursable, matching grant for 50% of eligible expenses, up to $50,000, associated with the construction or renovation of the exterior and interior elements of the commercial operating space. The applicant may also receive financial assistance for eligible design expenses associated with the project's architectural, electrical, mechanical, civil, and/or plumbing plans. Applicants are encouraged to take advantage of the City of Boynton Beach's PACE Program to help defer the cost of installing energy efficient items. Information regarding the PACE Program is available online at: https://www.boynton-beach.org/green-business/pace-business or by contacting the City of Boynton Beach at (561) 742-6494..

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

Eligibility Requirements

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

- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the commercial business is properly licensed by all necessary levels of government and professional associations or agencies (copies of City and County licenses or receipts that the licenses have been applied for).
- Improvements to non-profit and residentially zoned properties are NOT eligible expenses.

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- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- All work must be done in compliance with applicable City of Boynton Beach Building Codes and Land Development Regulations. All contractors must be licensed as required to work in Boynton Beach and/or Palm Beach County. For any projects valued more than $250,000 (based on the project's construction value as it appears on the Palm Beach County-Wide/Municipal Building Permit Application Form submitted to the City of Boynton Beach), preference will be given to projects that will use contractors with an office in Palm Beach County. Please contact the City of Boynton Beach Development Department regarding the proposed work to be performed prior to submitting a grant application.
- Grant funding amounts will be based on the applicant's project budget, specified at the time of the BBCRA Board approval, plus an added 20% contingency funding amount (for a total not to exceed the maximum eligible grant amount).
- Grant funds will be reimbursed exclusively for approved work and approved change orders.
- The Commercial Property Improvement Grant Program may only be used one time in any five-year period for any one property. Entities hoping to improve properties that were previously improved using a BBCRA improvement grant may apply for additional grants any time after five years from previous grant approval.
- In order to qualify for the grant, the subject property may not have any outstanding City of Boynton Beach liens at the time the applicant seeks reimbursement. To ensure that the property does not have any outstanding liens, violations or monies owed for utilities, the BBCRA will perform a lien search on the property at a cost of $140.00, which will be deducted from any grant funding awarded to the recipient. In the event that there is an outstanding lien against the property, the grant will not be awarded until the complete satisfaction of the lien.
- In order to receive the full amount of any awarded grant, the property owner or tenant must complete the project, obtain a Certificate of Occupancy/Completion

Initials

from the City of Boynton Beach, and submit for reimbursement within 180 days of the issuance date of the permit for the project. (As further described below, applicants may request reimbursement for up to 50% of their grant award prior to completion of the project.) If BBCRA Board approves grant funding and the work being performed does not require a permit, the Certificate of Completion (or equivalent) and application for reimbursement must be within 180 days of the grant award. Failure to complete the improvements within the specified time frame will result in termination of the grant award, at which point the BBCRA will no longer make payments for any reimbursement requests, regardless of whether the request was submitted prior to the termination of the grant. Only one 90-day administrative extension will be permitted, and the BBCRA has the sole and absolute discretion to grant or deny such extension.

- Project items completed and paid for by the applicant more than 60 days prior to grant approval by the BBCRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment in order for an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- Grant funding may not be used for design fees alone. Grant funding for design fees will only be awarded when the grant funding will also be used for physical property improvements. Conversely, grant funding may be awarded for physical property improvements even if no funding for design funding is requested. The BBCRA may elect to fund only physical property improvements even if design funding is requested.
- BBCRA Board approval of this grant results only in funding. Approval of BBCRA grant funding is NOT approval of any type of City processes including, but not limited to, permits and site plan modification. Applicants must apply for permits and site plan modification through the appropriate departments at the City. Permitting and site plan modification reviews are required for all commercial projects. It is the responsibility of the applicant to obtain all necessary City approvals.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

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Projects and items eligible for funding under this grant program are limited to:

- Structural walls
- Grease trap installation
- Electrical systems, including exterior and interior lighting
- Landscaping and irrigation within the project site
- Fencing (excluding chain link, barbed wire, and wood panels)
- Electric vehicle charging stations
- Hood & fire suppression
- Design fees associated with architectural, electrical, civil, plumbing and mechanical site plans
- Plumbing
- HVAC system
- Patio decks connected to the building
- Doors/windows
- Parking lot re-paving, re-sealing, and/or restriping
- Painting
- Demolition of structure and re-sodding of vacant property
- Solar electricity and water heating
- Signage
- Permit fees for eligible property improvements included as part of the licensed contractor's contract/invoice
- Flooring
- ADA Improvements
- Roofing (Not to exceed 50% of total grant award)
- Security cameras/system** (not including security personnel)

** Notwithstanding the limitation that grants may only be used once every five years for any one property, previous grant recipients that received less than the maximum amount of grant funding from Commercial Property Improvement Grants or Economic Development Grants are eligible to reapply to receive 50% matching reimbursable funding in an amount not to exceed $3,000 for the installation of new security cameras/systems.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Property Improvement Grant Program:

- Massage/Personal Services
- Firearm Sales/Shooting Ranges
- Religion- Affiliated Retail Stores
- Non-profit Organizations
- Adult Gambling Arcades
- Medical Research Centers/Housing
- Massage/Personal Services
- Churches/places of worships
- Alcohol and/or Drug Rehabilitation Centers/Housing

Initials

- Check Cashing Stores
- Adult Entertainment
- Vapor/E-Cigarette Stores
- CBD Retail Stores
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

This grant is divided into three tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding. All reimbursement checks from the BBCRA to the successful applicant will be made out to the applicant (the business entity).

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval, plus an added 20% for contingency funding, the total of which may not exceed the maximum amount of grant funding for which the project is eligible.

Tier One Business

Tier One Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $50,000 in grant funding.

Tier One Businesses must be one of the following types of business:

- Restaurant
- Gourmet Food Market
- Bakery
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per fiscal year)

Tier Two Business

Tier Two Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $25,000 in grant funding.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

Initials

- Home Décor/Design – home furnishings, art galleries, kitchen wares
- Accounting Offices
- Real Estate Offices
- Marketing Offices
- Fitness Facilities – yoga, dance exercise, martial arts, etc.
- Auto Services Facilities – repair, storage, sales, etc
- Specialty Retail Businesses – stationary, gifts, sporting goods
- Other commercial property façade only improvements
- Boutiques – clothing, shoes & accessories
- Law Offices
- Hair/Nail Salons (no more than two approvals per fiscal year)
- Medical Offices
- Insurance Offices
- Take Out Restaurants
- Tattoo Parlor/Body Piercing/Body Art Shop (no more than two approvals per fiscal year)
- Florists (no more than two approvals per fiscal year)

Tier Three Business (Tier Three Businesses will receive no more than two approvals per fiscal year and improvements must be for commercial façade or security improvements).

Tier Three Businesses are subject to BBCRA Board for review and approval. Tier Three Businesses eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $15,000 in grant funding.

Tier Three Businesses must be one of the following types of businesses:

- Kava Tea Bar
- Convenience Stores
- Pawn Shops
- Liquor Store
- Laundry/Dry Cleaner facility

Tier One & Tier Two Businesses Grant Funding for Design Fees

Tier One and Tier Two businesses are eligible to apply for funding assistance related to the design fees for architectural, electrical, civil mechanical and/or plumbing improvements. These design fees shall be for eligible property improvements as defined on page 5 of this grant application. Applicants are eligible to receive reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $10,000 for the design expenses associated with the project's architectural, electrical, mechanical, civil, and/or plumbing plans. If the design fees were

Initials

paid for prior to BBCRA Board approval, the applicant may request 50% reimbursement for design fees if the final payments were made no more than 180 days prior to Board approval.

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Application Process

Applications can be obtained from the BBCRA office located at 100 East Ocean Avenue, Boynton Beach, FL 33435 or downloaded from www.boytonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board. Applicants will be considered on a first-come, first-serve basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.

Initials _____

2. Provide 2-3 sentence mission statement for the applying business entity. If the applicant is a commercial property owner, provide a brief history of the property and the current tenants of the space. This will be used as a way to introduce your business to the BBCRA Board.
3. Written detailed project budget describing the improvements to be done to the property.
4. Cost estimate(s) from a licensed contractor(s) as specified in the applicant's project budget. It must list all project costs for which the applicant is requesting reimbursement. The project budget must provide a total cost of the project.
5. If design funding is requested, cost estimate(s) from a qualified licensed design professional. The cost estimate must include: scope of work, the business name and business address of project, and the license number of the design professional.
6. Copy of design and construction plans associated with the proposed improvements.
7. Signage design and cost estimate, if applicable.
8. Copy of building permit receipt/application. If the permit has not been applied for prior to submission of the grant application, a copy of the building permit receipt is due within 120 days of grant approval, or the grant award may be terminated. Applicants may apply for one 60-day administrative extension to meet this requirement, and the BBCRA has the sole and absolute discretion to grant or deny such extension. Any extension granted under this paragraph is for this requirement only and does not extend any other deadline related to the grant.
9. Resume for each principal/owner of the business.
10. Copy of the corporate documents for the applying business entity.
11. Copy of executed multi-year commercial lease agreement.
12. Copy of Warranty Deed.
13. Two years of corporate tax returns (for existing businesses only).
14. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
15. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
16. A minimum of four color digital "before" photos of the exterior and interior portions of the project.
17. Completed and signed application (attached).

Initials

18. Authorization to perform credit check for the business and each principal/owner of the business (attached).
19. W9 Form and Vendor Application (attached).
20. City Planning and Development Department Acknowledgement Form (attached).
21. City Permit Department Acknowledgement Form (attached).

The above referenced City Forms (line 20 and 21) must be completed and submitted to the appropriate departments, which are located at City Hall, 100 East Ocean Avenue, Building Department, Boynton Beach, FL 33435. Phone (561) 742–6350.

Approval of Funding Request

All required documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the project is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month at the Commission Chambers located in City Hall at 100 East Ocean Avenue, Boynton Beach, FL 33435. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during, and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Design Reimbursement

This portion of the program is designed to reimburse applicants for design fees associated with the property improvements provided for in this grant. Funds must be paid to qualified

Initials

design professionals licensed by the State of Florida in order to be eligible for reimbursement. Funds paid to licensed design professionals acting as subcontractors are also eligible for reimbursement.

The reimbursement request shall be summarized in a report and accompanied by the following documentation for the completed design work:

1. Copy of contract/scope of work with design professional
2. Paid invoice describing work completed
3. Copy of final design plans (pdf copy preferred)
4. Proof of payment(s) totaling contract amount
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
5. Proof of permit application for (or including) item designed.

Procedures for Property Improvement Reimbursement

This portion of the program is designed as a matching 50% reimbursable grant. All work for which reimbursement is sought must be completed and paid for by the applicant prior to the release of BBCRA funds. The applicant may request reimbursement for partial payments throughout the project for up to 50% of grant award. The remaining 50% of grant funding will be held until the project is completed according to the City of Boynton Beach Building Department, and if applicable, a certificate of occupancy has been issued, at which point the applicant may submit a final reimbursement request. The BBCRA will provide reimbursement to the applicant upon submittal of a complete reimbursement request package.

All reimbursement requests and supporting documents must be submitted to the BBCRA (3) days prior to the grant expiration date. The BBCRA may refuse to issue grant funding if the submission is not received by the specified time.

Initials JC

Once the work is completed the reimbursement request shall be summarized in a report and accompanied by the following documentation:

1. Invoices, receipts or other acceptable evidence of payment from suppliers and licensed contractor(s) that have been marked "paid in full." Proposals for "work to be completed" or "bids" are not considered proper documentation.
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
2. Copy of City of Boynton Beach and Palm Beach County licenses (Business Tax Receipt).
3. For partial reimbursement requests, a Partial Release of Lien from licensed contractors must be submitted.
4. For the final reimbursement request, the following must also be submitted:
    a. A "final release of lien" signed by each licensed contractor(s). See attached Sample of a Final Release of Lien form.
5. A minimum of 4 color digital "after" photos of the project.
6. A copy of the Certificate of Occupancy/Completion.
7. All in project costs to open or renovate the business for reporting of public to private dollar match

By submitting the final reimbursement request, the applicant warrants that all bills for which applicant is directly responsible related to the project are paid in full including, but not limited to, all contractors, labor, materials, related fees and permits.

Grantees may not submit work improvements for reimbursement that have been used as part of a reimbursement request for any other grant program offered by the BBCRA, City of Boynton Beach, Palm Beach County or the State of Florida. The Commercial Property Improvement Grant Program will only reimburse applicants for new expenditures that have not been submitted to other grant programs for reimbursement.

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SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

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

Initials J.C

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

BUSINESS INFORMATION:

Business Name (d/b/a if applicable):
JHen boutique

Current Business Address:
1600 N Federal Hwy Boynton Bch FL 33435

Fed ID#: 93-2975944

Business Phone Number: 5616346391 Cell: 5616346391

Website: jkenboutiqueshop.com

Existing Business: Yes _____ No _____ Number of years in existence: 6 months

Time at Current Location: 10:30 New Business to Boynton Beach: Yes ✓ No ___

Do you have an executed lease agreement: Yes ✓ No ___ If so, monthly base rent: $2,925.09

New Business Address (if applicable):

_____

_____

Square footage of current location: 11,000 Square footage of new location: _____

Type of Business: Retail Clothings Shoes bags

Tier 1 Business: ☐ Tier 2 Business: ☒ Tier 3 Business: ☐

(Tier Classification subject to BBCRA Board Approval)

Number of Employees: 3 Hours of Operation: 10:30 to 8 pm

List of improvements seeking reimbursement for: signage

_____

Requested grant amount for design fees: $0 and property improvements: $ 2,294.75

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

PRINCIPAL/OWNER INFORMATION:
(If more than 4 principals/owners additional sheets may be used)

1. Principal/Owner Name: Joyel Charles
   Date of Birth: 03-23-1977 Email: joyelcharles@yahoo.com
   Residential Address:
   1442 SE Ladner St Port St. Lucie 34983
   Cell Phone Number: 561-634-6391

2. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   Cell Phone Number: _____

3. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   Cell Phone Number: _____

4. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   Cell Phone Number: _____

Are you applying for grant assistance under any other program offered by the BBCRA?

Yes X No _____ If yes, what additional programs are you applying for:
Commercial Rent Reimbursement

APPLICANT INFORMATION

Are you receiving grant assistance under any other governmental agencies: Yes __ No X___

If yes, list any additional grant sources and amounts:

_____

LANDLORD INFORMATION:

Landlord Name: Michael Saba Ocean Palm Plaza LLC

Landlord's Mailing Address:

16950 Jog Road Suite 104

_____

Landlord's Phone Number: 917-816-5544

_____

CERTIFICATION AND WAIVER OF PRIVACY:

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

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I

Initials JC

APPLICANT INFORMATION

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

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the BBCRA to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the BBCRA or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Initials JC

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. 4/1/24
Principal/Owner's Signature — Date
Joyce Charles — Owner
Printed Name — Title

2. _____
Principal/Owner's Signature — Date
Printed Name — Title

3. _____
Principal/Owner's Signature — Date
Printed Name — Title

4. _____
Principal/Owner's Signature — Date
Printed Name — Title

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 1ST day of APRIL, 20 24.

BONNIE NICKLIEN
Notary Public-State of Florida
Commission # HH 87189
My Commission Expires
May 25,2025

NOTARY PUBLIC
My Commission Expires:

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LANDLORD INFORMATION

LANDLORD SIGNATURES:

1. Michael Saba — 3/28/2024
Landlord's Signature — Date
MICHAEL J. SABA — (MANAGING member)
Printed Name — Title

2. _____
Landlord's Signature — Date
_____
Printed Name — Title

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

STATE OF FLORIDA
COUNTY OF Palm Beach

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 28th day of MARCH 2024.

LUCAS MARTINEZ-MARIC
Notary Public
State of Florida
Comm# HH436083
Expires 8/22/2027

NOTARY PUBLIC
My Commission Expires:

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

PAPA Home

Search by Owner, Address or Parcel

View Property Record

Owners

OCEAN PALM PLAZA LLC

Property Detail

Location	1600 N FEDERAL HWY
Municipality	BOYNTON BEACH
Parcel No.	08434522200000190
Subdivision	YACHTMANS COVE
Book	33180 Page 799
Sale Date	DEC-2021
Mailing Address	16950 S JOG RD STE 104 DELRAY BEACH FL 33446 2353
Use Type	1100 - STORES
Total Square Feet	15250

Sales Information

Sales Date	Price
DEC-2021	7220000
DEC-2014	3412500
AUG-2005	4700000
DEC-1984	700000
MAY-1981	180000

1 2

Appraisals

Tax Year	2021
Improvement Value	$1,534,140
Land Value	$884,489
Total Market Value	$2,418,629

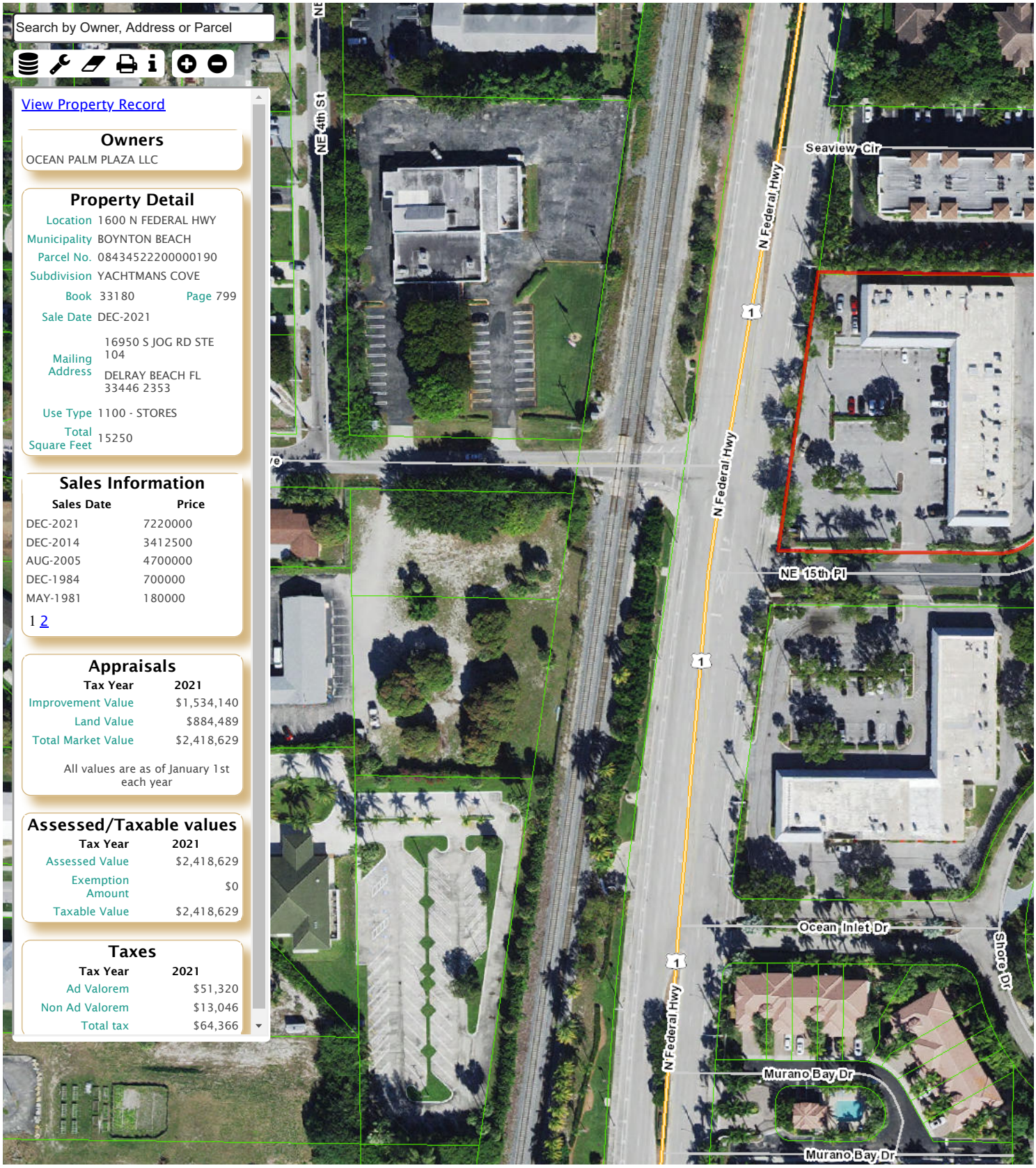
All values are as of January 1st each year

Assessed/Taxable values

Tax Year	2021
Assessed Value	$2,418,629
Exemption Amount	$0
Taxable Value	$2,418,629

Taxes

Tax Year	2021
Ad Valorem	$51,320
Non Ad Valorem	$13,046
Total tax	$64,366



SHOPPING CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT made this 7th day of December 2023, between, Ocean Palm Plaza LLC, a Florida limited liability company (hereinafter referred to as "Landlord") and **JKEN BOUTIQUE LLC** (hereinafter referred to as "Tenant").

1. DEMISED PREMISES: Landlord leases to Tenant and Tenant rents from Landlord those certain premises, in the Shopping Center (hereinafter referred to as "OCEAN PALM PLAZA"), located at 1600 N. Federal Hwy in the City of Boynton Beach, County of Palm Beach , State of Florida, which leased premises are more particularly described as follows: **1600 N. Federal Hwy (Suite # 9) Boynton Beach Florida 33435** hereinafter called the "Demised Premises"). The boundaries and location of the Demised Premises are outlined on a diagram of the Shopping Center, which is attached hereto, made a part hereof, and marked as Exhibit "A." Said Exhibit "A" sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said Shopping Center is or will be exactly as indicated on said diagram. Landlord may relocate the Demised Premises and may increase, reduce or change the number, dimensions or locations of the walks, buildings and parking areas (in any manner whatsoever) as Landlord shall deem proper, and reserves the right to make alterations or additions to, and to build additional stores on the building in which the Demised Premises are contained and to add buildings adjoining the same or elsewhere in the Shopping Center. Use and Occupancy by Tenant of the Demised Premises shall include the use in common with others of the common areas and facilities, as hereafter more fully provided.

2. USE OF PREMISES: Tenant shall use the Demised Premises solely for the purpose of conducting the business of: Retail Sales of Clothing and Tenant shall not use or permit or suffer the use of the Demised Premises for any other business purpose.

3. LENGTH OF TERM AND RENT: The term of this Lease shall be for THREE **(3)** years ("Term") following the commencement of the term unless sooner terminated or extended as hereinafter provided, beginning on the **1st** day of **JANUARY**, 2024 and ending the **31th** day of **DECEMEBER**, 2026 at and for the agreed total Base Rent $76,868.24 as set forth in Paragraph 4 Common Area Maintenance ("CAM") (CURRENTY CAM IS ESTIMATED AT ($9.91 PSF) of **$ 908.42** Dollars per month, and such other amounts for utilities, taxes and/or insurance as defined herein, plus applicable sale tax payable as follows:

4. BASE RENT AND CAM

January 1, 2024 to December 31, 2024 $2,925.09 (Per Month) + SALES TAX

January 1, 2025 to December 31, 2025 $3,042.09 (Per Month) + SALES TAX

January 1, 2026 to December 31, 2026 $3,163.77 (Per Month) + SALES TAX

The Base Rent set forth above does not include utility charges, which are otherwise set forth as Additional Rent Below; however, does include Tenant's proportionate share of real estate taxes and insurance premium for the base year of 2023 , and are subject to change in accordance with Sections 18 and 20 hereunder.

***ALL RENT PAYMENTS ARE DUE ON THE 1ST DAY OF EACH MONTH, LATE FEE WILL APPLY TO ANY PAYMENT RECEIVED AFTER THE 5TH DAY OF EACH MONTH. *THIS IS NOT A GRACE PERIOD.* LATE FEE SHALL BE DEEMED RENT AND/OR ADDITIONAL RENT**

In addition to the Base Rent, CAM, Additional Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Lease, Tenant shall also pay to Landlord, simultaneously with such payment of such rents or other sums or amounts, the amount of any applicable sales, use or excise tax on any such rents or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the Base Rent, Additional Rent or any other sum or amount with respect to which such taxes are payable are paid by Tenant to Landlord. In the event that any business, rent or other taxes that are now or hereafter levied upon Tenant's use or occupancy of the Premises are enacted, changed or altered so that any of such taxes are levied against Landlord, or the mode of collection of such taxes is changed so that Landlord is responsible for collection or payment of such taxes, Tenant shall pay any and all such taxes to Landlord upon written demand from Landlord as Additional Rent.

Tenant shall be liable for any and all personal property taxes imposed by governmental authorities.

Any and all other payments to be made by Tenant to Landlord under the terms and provisions of

Landlord

Tenant

this Lease shall be deemed to be and shall become "Additional Rent" hereunder; whether or not the same be designated as such; and shall be due and payable upon demand or together with the next succeeding installment of rental, whichever shall first occur, together with interest thereon; and Landlord shall have the same remedies for failure to pay the same as for a non-payment of rental.

5. COMMENCEMENT OF TERM: The term of this Lease shall commence upon the earlier of the following dates: (a) the above date or (b) the date Landlord shall notify Tenant that the Demised Premises are ready for occupancy. Tenant shall, upon request by Landlord execute a confirmation of the Commencement and Term of this Lease.

6. DELIVERY OF PREMISES: Section 1: Landlord agrees, unless a separate Landlord's Work Addendum is affixed to this Lease, it will supply the Premises, and Tenant has inspected and accepts the Premises in "As Is" Condition. By taking possession of the Premises, Tenant acknowledges that: (i) the Premises are in satisfactory condition and are suitable for the use contemplated hereunder; and (ii) Landlord has complied with all of the requirements as a pre-condition to Tenant's occupancy as may be required by a Landlord's Work Addendum affixed to this Lease.

Section 2: It is contemplated that the Premises will be ready for occupancy by Tenant on or prior to the commencement date of this Lease. However, in the event that Landlord is unable to deliver possession of the Premises to Tenant on or before this date, then Landlord agrees to deliver possession of the Premises to Tenant as soon as practicable thereafter, and the minimum rental shall be abated proportionately and Tenant will be relieved of the liability for paying same during such time Tenant does not have possession. In no event shall Tenant have any claim for damages (except for the abatement of rent as specified) on account of the failure of Landlord to deliver possession of the Premises.

7. SECURITY DEPOSIT:

(a) Upon execution of this Lease, Tenant shall deposit with Landlord the sum of **SIX Thousand ($6,000.00)** Dollars ("Security Deposit"), receipt of which is hereby acknowledged which shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms of this Lease by said Tenant to be observed and performed. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. Tenant hereby irrevocably waives the benefit or any provision of law requiring such Security Deposit to be held in escrow or by a third party, and said Security Deposit shall be deemed to be the property of Landlord and may be co-mingled by Landlord with other similar security deposits or pre-paid rents.

(b) If any of the rents herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of the Tenant, or Tenant shall fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of rent or additional rent or loss or damage sustained by Landlord due to such breach on the part of Tenant; and Tenant shall forthwith upon demand restore said security deposit, within ten (10) days of said demand, to the original sum deposited. Failure to restore the security deposit shall be deemed and event of default entitling Landlord to all remedies at law and under this Lease.

(c) Upon Tenant's compliance with all of said the terms, conditions and obligations under this Lease during the Term of this Lease, and any extension thereto, together with the return of the Premises to Landlord, at the end of the Term, in good condition, normal wear and tear excepted, said Security Deposit shall be returned in full to Tenant within thirty (30) days of the end of the term.

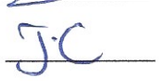
(d) In the event of bankruptcy or other credit debtor proceedings against Tenant, all Security Deposit shall be deemed applied first to any costs or charges occasioned by such event or to the payment of rent for all periods prior to the filing of such proceedings.

7. TRANSFER OF DEPOSIT: Landlord may deliver the Security Deposit deposited pursuant to this Lease Tenant to the Purchaser of Landlord's interest in the Demised Premises Upon said transfer Landlord shall be discharged from any further liability with respect to such deposits, and Tenant shall only be entitled to seek recovery of same from Landlord's transferee.

8. PLACE OF PAYMENTS: Tenant shall make all payments of rent or other payments required under this Lease on the first day of the each and every month in advance without demand at the



Landlord



Tenant

office of Ocean Palm Plaza LLC, a Florida limited liability company located at 16950 Jog Road (Suite #104) Delray Beach Florida, 33446, in the County of Palm Beach, State of Florida, or at such other place and to such other person, as Landlord may from time to time designate in writing.

9. ASSIGNMENT AND SUBLETTING: Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or part of the Demised Premises without prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned or if the Demised Premises or any part thereof be occupied by anybody other than Tenant, Landlord may collect rent from the assignee, or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, under Tenant or occupant as Tenant, or as a release of Tenant from the further performance by Tenant of the provisions on its part to be observed or performed herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease, or as a release of Tenant from the further performance by Tenant of the provisions on its part to be observed or performed herein. If twenty (20%) percent or greater interest in the Tenant is transferred, assigned, gifted or otherwise changed, same shall constitute an assignment of the Lease and the Tenant shall notify Landlord and Landlord shall have the right, at its option, to terminate this Lease upon five (5) days' notice to Tenant.

For each and every request by the Tenant to assign, convey, transfer, mortgage, pledge or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises, the Tenant shall, at the same time of said request, tender to Landlord a non-refundable Lease transfer fee equal to Two Thousand Five Hundred Dollars ($2,500.00) plus Lessor's attorney fees and or administrative fees in reviewing the terms and considerations.

10. TENANT'S INSTALLATIONS: Tenant at its own cost and expense shall fully equip the Demised Premises with all trade equipment, lighting fixtures, furniture, operating equipment, furnishings, fixtures, floor coverings, air conditioning equipment, and exterior signs and any other equipment necessary for the proper operation of Tenant's business. All fixtures, installed by Tenant shall be new or completely reconditioned. Tenant shall not do any construction work or install any equipment without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Landlord reserves the right before approving any such work to require Tenant to furnish Landlord with evidence satisfactory to Landlord of financial arrangements made by Tenant to promptly pay for any work Tenant causes to be done in or on the Demised Premises. If Landlord approves such work, Tenant must, before commencing such work, present to Landlord its building permit and also a hold harmless and indemnification letter and proof of liability and workmen's compensation insurance from Tenant's licensed and insured Contractor. Any alterations or changes in the Demised Premises and all additions, fixtures, or improvements, except only store and office furniture and fixtures which shall be readily removable without injury to the premises, shall be and remain a part of the premises at the expiration of this Lease.

11. MECHANIC'S LIENS: Should any mechanic's liens or other liens be filed against the Demised Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within five (5) days after notice by Landlord. Failure to have said lien discharged within said time period, shall be deemed an event of default entitling Landlord all remedies at law and as provided in this Lease arising from said breach.

12. OPERATION OF BUSINESS: Tenant shall: (a) conduct its business in the entire Demised Premises; (b) remain open for business during customary business days and hours for such business in the city or trade area where the Shopping Center is located and shall remain open with respect to times of opening and closing for such days, nights and hours as shall be required by Landlord; (c) adequately staff its store with sufficient employees to handle the maximum business and carry sufficient stock of merchandise of such size, character and quality to accomplish the same; (d) maintain displays of merchandise in the display windows, if any; (e) keep the display windows and signs, if any, well lighted during the hours from sundown to 12 midnight; (f) keep the Demised Premises and exterior and interior portions of windows, doors, and all other glass or plate glass fixtures in a neat, clean, sanitary and safe condition; (g) warehouse, store or stock only such goods, wares, and merchandise as Tenant intends to offer for sale at retail; (h) neither solicit business nor

distribute advertising matter in the parking or other common areas; (i) not Place any weight upon the floors which shall exceed 75 pounds per square foot of floor space covered. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's judgment to absorb and prevent vibration, noise and annoyance; (j) be responsible for and pay before delinquency all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in or about the Demised Premises by the Tenant, or against Tenant's use of the Demised Premises and Tenant shall save harmless and indemnify Landlord from any penalties, fines, costs, expenses, or damages resulting from failure to do so; (k) if the Demised Premises should become infested with vermin, at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be approved by Landlord; (l) not use or allow others to use the water and wash closets and other plumbing fixtures for any purpose other than those which they were designed or constructed, and no sweepings, rubbish, rags, acids, or like substances shall be deposited therein; (m) have placed inside the Demised Premises, upon delivery, all merchandise, boxes, furniture, etc.; (n) keep the front and rear exteriors of the premises swept and free of any merchandise, boxes, furniture, refuse, cobwebs, and debris at all times; (o) place all garbage only inside containers and bins, and not allow any garbage to be standing alone outside of such containers; (p) if the Demised Premises contains a grease trap and hood, same shall be regularly cleaned by Tenant otherwise the Landlord will perform or cause to be performed such cleaning at Tenant's expense plus fifteen (15%) percent of the cost; and (q) Tenant shall hire an exterminator at its own expense on a monthly basis.Tenant agrees to decorate the store to look like a High end clothing retail establishment.

13. LAWS, WASTE, OR NUISANCE: Tenant shall, at its own cost and expense: (a) comply with all governmental laws, ordinances, orders, and regulations affecting the Demised Premises, now in force or which hereafter may be in force, including, but not limited to ADA requirements relating to any improvements by Tenant to the Demised Premises during the Term; (b) comply with and execute all rules, requirements, and regulations of the Board of Fire Underwriters, Landlord's insurance companies and other organizations establishing insurance rates; and (c) not suffer, permit, or commit any waste, unreasonable noise, disturbance or nuisance whatsoever on said premises detrimental to same or annoying to other Tenants or to the neighbors.

14. SIGNS, AWNINGS, AND CANOPIES: Tenant shall not attach any signs, awnings, or canopies to the premises, or place any lettering on the plate glass windows, unless such signs, and such lettering, be of a type, kind, character and description to be approved in writing by the Landlord, in the interest of having a uniform system of lettering and display signs on all of the stores in the building of which the Demised Premises are a part. Tenant shall maintain any such signs or other installation as may be approved in good condition and repair. All exterior signs must be approved by the governmental body having jurisdiction over same, after Landlord's written approval is obtained. Tenant shall have sixty (60) days from the date of occupancy to erect a sign, at Tenant's sole cost and expense, in accordance with said criteria.

15. REPAIRS: Landlord shall keep the exterior roof and exterior walls of the building in which the Demised Premises are situated, in good repair. Tenant shall give to Landlord seven (7) days' written notice of any needed repairs. Landlord shall have a reasonable time thereafter to make them; provided, however, that should such damage be occasioned by an act of the Tenant, its employees, licensees and/or invitees, the Landlord shall assume no financial responsibility whatever for repair thereto, Landlord Tenant shall be responsible for such damage. Any repair resulting from Tenant, its employees, licensees and/or invitees, may be repaired by Landlord, and the cost thereof shall be reimbursed by Tenant upon the earlier of ten (10) days' written notice or the next monthly rental due date. Said expenses shall be deemed Additional Rent, and subject to all other provisions of this Lease relating to said Additional Rent. Landlord has no obligation for repairs of any kind, nature or description except as specifically set forth herein. There shall be no setoff against payment of rent for any reason. Representations of covenants by the Landlord as to the Demised Premises shall be enforceable by the Tenant in the manner prescribed by law. The refusal to pay rent shall be a breach of the Lease and not a setoff. Tenant shall, at its own cost and expense, take good care of and make necessary repairs, structural and otherwise, to the interior of the Demised Premises, and the fixtures and equipment therein and appurtenances thereto, including the exterior and interior windows, doors, and entrances, store fronts, signs, showcases, floor coverings, interior walls, columns and partitions; and lighting, heating, plumbing and sewage facilities, electric equipment, and air conditioning equipment. The Tenant shall, throughout the Term of the Lease, obtain and maintain an air conditioning maintenance contract with a licensed and insured company satisfactory to Landlord to provide regular maintenance for its air conditioning unit. A copy of the contract and renewals shall be delivered to Landlord within ten (10) days of the execution of this Lease and on each anniversary

thereafter. All parts of the interior of the Demised Premises shall be painted or otherwise decorated by Tenant periodically as determined by Landlord.

16. LESSEE'S FAILURE TO REPAIR: If Tenant (a) refuses or neglects to make repairs, or (b) if Landlord is required to make exterior or structural repairs by reason of Tenant's negligent acts or omissions, Landlord shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account to the Tenant. Any such repairs shall be subject to an administrative charge of 15% of the cost of the work to be performed. In such event, such work shall be paid for by the Tenant as Additional Rent promptly upon receipt of a bill therefor.

17. UTILITY CHARGES: Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for use and consumption for sewer, water, gas, telephone, electricity, garbage, or any other utility services. Should Landlord elect to supply any utility services, which Landlord is expressly not required to furnish hereunder, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility company furnishing the same. Tenant shall pay for its own water meter, security deposit for same and any tap in fees/assessments levied by the water/sewer utility company or any other authority. These shall be paid by Tenant to Landlord upon execution of this Lease, or if the amount is not known at the time of execution, this amount shall be paid immediately upon Landlord presenting Tenant with a statement. Failure to pay within five (5) days shall constitute a default under this Lease and Landlord shall have all rights and remedies under this Lease and under the laws of the State of Florida. Notwithstanding anything in this Paragraph 16 to the contrary, in additional to Base Rent and such other Additional Rent as provided by this Lease, Tenant shall pay, on a monthly basis with all Rent, the estimated sum of $75.00 for water services. Tenant is part of a shared water meter and the cost can increase or decrease on a monthly basis.

18. REAL ESTATE TAXES/INSURANCE PREMIUMS:

(a) **Definition.** Landlord shall pay or cause to be paid all real estate taxes (as hereinafter defined) assessed or imposed upon the Shopping Center property in which the Demised Premises are contained which become due or payable during the Lease Term. As used in this Section, the term "real estate taxes" shall mean and include all real estate taxes, public and governmental charges and assessments, including all extraordinary or special assessments or assessments against any of Landlord's personal property or hereafter located at the Shopping Center, all costs and fees incurred by Landlord in contesting or negotiating with public authorities (Landlord having the sole authority to conduct such a contest or enter into such negotiations) as to any of the same and all sewer and other taxes and charges, but shall not include taxes on Tenant's machinery, equipment, inventory or other personal property or assets of Tenant, Tenant agreeing to pay all taxes upon or attributable to such excluded property without apportionment, together with the insurance premiums for all insurances maintained by Landlord during the Term of this Lease.

(b) **Tenant's Share.** Tenant shall pay to Landlord, as Additional Rent, its proportionate share of all real estate taxes and insurance premiums upon the Shopping Center property which become due or payable during the Lease Term, such proportionate share to be prorated for periods at the beginning and end of the Lease Term which do not constitute full calendar months or years. Tenant's proportionate share of any such taxes and/or insurance shall be that portion which bears the same ratio to the total real estate taxes and insurance premiums on the Shopping Center as the Store Floor Area bears to the rentable floor area on the Shopping Center (hereinafter called "Rentable Floor Area") as of the Commencement Date or the first day of the calendar year in which such taxes are due or payable. **Tenant's current proportionate share is 3.109%.** In the event of expansion or contraction of the rentable floor area of the Shopping Center, said proportionate shall may be adjusted by Landlord upon prior written notice to Tenant.

(c) **Payment by Tenant.** Tenant's proportionate share of real estate taxes as calculated in Section 16(b) above shall be paid in equal monthly installments commencing with the Commencement Date, in amounts initially estimated by the Landlord; such installment being due on the 1st day of each full or partial month of each full or partial calendar year during the Lease Term. Such monthly installments shall increase or decrease upon notice from Landlord given after the actual or anticipated amounts of real estate taxes due or payable in a particular calendar year are determined. Following the close of each full or partial calendar year during the Lease Term, the actual amount

of real estate taxes due or payable shall be computed by Landlord and any excess paid by Tenant during such calendar year over the actual amount Tenant obligated to pay hereunder shall be credited to Tenant, and within thirty (30) days after written notice from Landlord any deficiency owed shall be paid by Tenant.

19. MAINTENANCE OF COMMON AREAS: All common areas and other facilities in or about the Shopping Center provided by Landlord shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to change the area, level, location, and arrangement of parking areas and other facilities; to build multistory parking facilities; to restrict parking by Tenants, their officers, agents, and employees, to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent dedication thereof or the accrual of any right to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Landlord shall operate and maintain the common facilities in such manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Landlord, at Tenant's expense to be paid through CAM, shall maintain all areas of the Shopping Center, including by not limited to parking lot repair/ maintenance, lighting, roof, gutters, landscape, water charges, electric.

20. INSURANCE:

(a) **By Landlord.** Landlord shall carry public liability insurance on those portions of the Common Areas included in the Shopping Center providing coverage against liability for bodily injury including death and personal injury and property damage, windstorm and flood insurance in amounts deemed advisable by Landlord. The Tenant shall be responsible for and pay its proportionate share (as defined in Paragraph 18b above).

(b) **By Tenant.** Tenant agrees to carry public liability insurance on the Demised Premises during the Lease Term, covering the Tenant and naming the Landlord as an additional insured with terms and companies satisfactory to Landlord, for limits of not less than One Million ($1,000,000.00) Dollars for bodily injury, including death and personal injury for any one (1) occurrence, property damage insurance for a combined single limit of Five Hundred Thousand ($500,000.00) Dollars. Tenant's insurance will include contractual liability coverage recognizing this Lease, products and completed operations liability and providing that Landlord and Tenant shall be given a minimum of sixty (60) days' written notice by the insurance company prior to cancellation, termination or change in insurance. Tenant also agrees to carry insurance against fire and such other risks as are from time to time required by Landlord, including, but not limited to, a standard "All Risk" policy of property insurance protecting against all risk of physical loss or damage, including without limitation, sprinkler leakage coverage and plate glass insurance covering all plate glass in the Demised Premises (including store fronts), in amounts not less than the actual replacement cost, covering all of Tenant's merchandise, trade fixtures, furnishing, wall covering, floor covering, carpeting, drapes, equipment,, and all items of personal property of Tenant located on or within the Demised Premises. Tenant shall provide Landlord at Landlord's request with copies of the policies or certificates of insurance evidencing that such insurance is in full force and effect and stating the terms thereof. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability set forth below under this Section and shall be subject to increase at any time, and from time to time, if Landlord in the exercise of its reasonable judgment shall deem same necessary for adequate protection. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with.

Notwithstanding the above-mentioned public liability insurance policy limit for Tenant, if Tenant does or intends to bring, possess, use, store, treat or dispose of Hazardous Material (herein defined) in or upon the premises or Shopping Center, Landlord shall have the right to require Tenant to purchase additional public liability insurance, and supply Landlord with certificates of insurance reflecting the additional insurance, with coverage of no less than Five Million and no/100 ($5,000,000.00) Dollars and to purchase Environmental Impairment liability insurance with coverage of no less than Five Million and no/100 ($5,000,000.00) Dollars with a deductible of no greater than Fifty Thousand and no/100 ($50,000.00) Dollars to insure that anything contaminated with or by the Hazardous Material be removed from the Demised Premises and/or the Shopping Center, and that the Demised Premises and/or the Shopping Center be restored to a clean, neat, attractive, healthy, sanitary, and non-contaminated condition.

(c) **Waiver.** Landlord and/or Landlord's agents and employee's, shall not be liable for,

and Tenant waives all claims for, damage, including but not limited to consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon any part of, including, but not limited to, claims for damages resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep any part of the Shopping Center in repair; (c) injury done or caused by wind, water or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railings, structure or walkways; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain, or any other pipe or tank in or upon or about the Demised Premises; (h) the escape of steam or hot water; (i) water upon the Demised Premises; (j) the falling of any fixture, plaster or stucco; (k) damage to or loss by theft or otherwise of property of Tenant or others; (l) acts or omissions of persons in the Demised Premises, other Tenants in the Shopping Center, occupants of nearby properties, or any other persons; and (m) any act or omission of owners of adjacent or contiguous property, or of Landlord, its agents or employees. All property of Tenant kept in the Demised Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

(d) **Tenant's Operation.** Tenant will not do or suffer to be done anything which will contravene Landlord's insurance policies or prevent Landlord from procuring such insurance policies in amounts and companies selected by Landlord. If anything done, omitted to be done, or suffered to be done by Tenant in, upon, or about the Demised Premises shall cause the rates of any insurance effected or carried by Landlord on the Demised Premises or other property to be increased beyond the regular rate from time to time applicable to the Demised Premises for use for the purpose permitted under this Lease, or such other property for the use or uses made thereof, Tenant will pay the amount of such increase promptly upon Landlord's demand and Landlord shall have the right to correct any such condition at Tenant's expense. In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices approved by the Underwriters Laboratories and Factory Mutual Insurance Company and the installation thereof must be approved by the appropriate local authority. Tenant shall keep such devices under service as required by such organizations. If gas is used in the Demised Premises, Tenant shall install gas cut-off devices (manual and automatic).

(e) **Indemnification.** Tenant shall indemnify, save harmless, and at Landlord's option, defend Landlord, its agents, employees, and mortgagee, if any, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Demised Premises or Tenant's operations, conduct, or activities in the Shopping Center.

(f) **INSURANCE - WATER DAMAGE:** Insurance to be covered by Tenant (as per Paragraph 20) shall include, but not be limited to, all water damage to contents and/or personal property of the Tenant. This rule is specifically promulgated to protect Tenant in the event of roof leaks as well as other water damage.

21. INDEMNITY:

Tenant shall indemnify Landlord and save Landlord harmless from any and all suits, actions, damages, liability, and expenses of any kind whatsoever, in connection with the loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, or at or from the Demised Premises or the occupancy or use by Tenant of said premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, Landlord, its agents and employees, including the sidewalks and common areas and facilities within the Shopping Center development;

(a) Tenant shall store its property in and shall occupy the Demised Premises and all other portions of the Shopping Center at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage;

(b) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise or equipment, fixtures or other personal property of Tenant or to Tenant's business;

(c) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises;

(d) Tenant shall give prompt notice to Landlord in case of fire or accident in the Demised Premises or in the building of which the Demised Premises are a part or defects therein or in any fixtures or equipment;

(e) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect, indemnify, and hold Landlord harmless and shall pay all costs, expenses and actual attorney's fees of Landlord;

(f) Tenant shall also pay all costs, expenses and actual attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this Lease.

22. ENVIRONMENTAL COVENANTS:

(a) Emissions. Tenant shall not, without prior written consent of Landlord:

(i) make or permit to be made, any use of the Demised Premises or any portion thereof which emits, or permits the emission of an unreasonable amount of dust, sweepings, dirt, cinders, fumes or odors into the atmosphere, the ground or any body of water, whether natural or artificial (including rivers, streams, lakes, ponds, damns, canals, or flood control channels), or which emits, or permits the emission of dust, sweepings, dirt, cinders, fumes, or odors into the atmosphere, the ground or any body of water, whether natural or artificial (including rivers, streams, lakes, ponds, damns, canals, or flood control channels) which is in violation of any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;

(ii) permit any vehicle on the Demised Premises or the Shopping Center which emits exhaust which is in violation of any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;

(iii) create, or permit to be created, any sound pressure or decibel level which will interfere with the quiet enjoyment of any real property by any Tenant or occupancy of the Shopping Center, or which will create a nuisance or violate any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;

(iv) transmit, receive, or permit to be transmitted or received any electromagnetic, microwave, or other radiation which is harmful or hazardous to any person or property in, on or about the Demised Premises or the Shopping Center, or which interferes with the operation of any electrical, electronic, telephone, or other equipment wherever located, whether on the Demised Premises or the Shopping Center or on any property adjacent thereto;

(v) create or permit to be created, any ground vibration that is discernible outside the Demised Premises;

(vi) produce or permit to be produced any intense glare, light, or heat except within an enclosed or screened area and then only in such manner that the glare, light, or heat shall not be discernible outside the Demised Premises.

(b) Hazardous Material. Tenant shall not, without the prior written consent of Landlord, cause or permit, knowingly or unknowingly, any Hazardous Material (hereinafter defined) to be brought or remain upon, kept, used, discharged, leaked or emitted, in or about, or treated at the Demised Premises or the Shopping Center. As used in this Lease, "Hazardous Material(s)" shall mean any hazardous material, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. 9601 et seq.., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. 6901 et seq. To obtain Landlord's consent, Tenant shall prepare an "Environmental Audit" for Landlord's review, at Tenant's sole cost and expense. Such Environmental Audit shall include: (1) the name(s) of each Hazardous Material and a Material Safety Data Sheet ("MSDS") as required by the Occupational Safety and Health Act; (2) the volume proposed to be used, stored and/or treated at the Demised Premises (monthly); (3) the purpose of such Hazardous Material; (4) the proposed on-premises storage location(s); (5) the name(s) of the proposed off-premises disposal entity; and (6) an emergency preparedness plan in the event of a release. Additionally, the Environmental Audit shall include copies of all federal, state and local permits concerning or related to the proposed use, storage or treatment of any Hazardous Material(s) on the Demised Premises. Tenant shall submit a new Environmental Audit whenever it proposes to use, store, or treat a new

Hazardous Material at the Demised Premises or when the volume of existing Hazardous Materials to be used, stored or treated at the Demised premises increases by ten (10) percent during any thirty (30) day period. If Landlord in its reasonable judgment finds the Environmental Audit acceptable, then Landlord shall deliver to Tenant, Landlord's written consent. Notwithstanding such consent, Landlord may revoke its consent upon: (1) Tenant's failure to remain in full compliance with applicable environmental permits and/or any other requirements under any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement (including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. 9601 et seq.., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. 6901 et seq., related to environmental safety, human health, or" employee safety); (2) ten Tenants business operations pose or potentially pose a human health risk to other Tenants; or (3) the Tenant expands its use, storage, or treatment of any Hazardous Material(s) in a manner inconsistent with the safe operation of the Shopping Center. Should Landlord consent in writing to Tenant bringing, using, storing, or treating any Hazardous Material(s) in or upon the Demised Premises or the Shopping Center, Tenant shall strictly obey and adhere to any and all federal, state or local law, ordinance, order, mule, regulation, codes or any other governmental restrictions or requirements (including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. 9601 et seq.., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. 6901 et seq., which in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of Hazardous Material(s). In addition, Tenant hereby represents and warrants to Landlord that: (1) Tenant shall apply for and remain in compliance with any and all federal, state or local law permits in regard to Hazardous Materials; (2) Tenant shall report to any and all applicable governmental authorities, any release of reportable quantities of any Hazardous Material(s) as required by any and all federal, state or local laws, ordinances, orders, rules, regulations, codes or any other governmental restrictions or requirements; (3) Tenant, within five (5) days of receipt, shall send to Landlord a copy of any notice, order, inspection report, or other document issued by any governmental authority relevant to the Tenant's compliance status with environmental or health and safety laws; and (4) Tenant shall remove from the Demised Premises all Hazardous Material(s) at the termination of the Lease.

In addition to, and in no way limiting, Tenant's duties and obligations as set forth in this Section 23, should Tenant breach any of its duties and obligations as set forth in this Section of this Lease, or if the presence of any Hazardous Material(s) on the Demised Premises results in contamination of the Demised Premises, the Shopping Center, or any land other than the Shopping Center, the atmosphere, or any water or waterway (including ground water), or if contamination on the Demised Premises or of the Shopping Center by any Hazardous Material(s) otherwise occurs for which Tenant is otherwise legally liable to Landlord for damages resulting therefrom, Tenant shall indemnify, save harmless and, at Landlord's option and with attorneys approved in writing by Landlord, defend Landlord and its contractors, agents, employees, partners, officers, directors and mortgagees, if any, from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, actions, causes of action and losses of any and every kind and nature (including without limitation, diminution in value of the Demised Premises or the Shopping Center, damages for loss or restriction on use of the rentable or usable space or of any amenity of the Demised Premises or the Shopping Center, damages arising from any adverse impact on marketing space in the Shopping Center, and sums paid in settlement of claims and for attorney's fees, consultant fees and expert fees, which may arise during or after the Lease Term or any extension thereof as a result of such contamination). This includes, without limitation, costs and expenses, incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration, work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Material(s) on or about the Demised Premises or the Shopping Center, or because of the presence of Hazardous Material(s) anywhere else which came or otherwise emanated from Tenant or the Demised Premises. Without limiting the foregoing, if the presence of any Hazardous Material(s) on or about the Demised Premises or the Shopping Center, Tenant shall, at its sole cost and expense, promptly take all actions and expense as are necessary to return the Demised Premises and/or the Shopping Center to the condition existing prior to the introduction of any such Hazardous Material(s) to the Demised Premises or the Shopping Center, provided; however, that Landlord's approval of such actions shall be first obtained in writing.

23. DESTRUCTION: If the Demised Premises shall be partially damaged by any casualty insurable under the Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the same with reasonable speed, and a just and proportionate part of the rent shall be abated until so repaired. The obligation of Landlord hereunder shall be limited to the basic building, store front and the replacement of any interior work originally installed by Landlord. Furthermore, Landlord shall only be obligated to make such repairs upon receipt of insurance proceeds. If more than fifty (50%) per cent of the Demised Premises shall be rendered tenantable or should be damaged as a result of a risk which is not covered by Landlord's insurance, or if fifty (50%) per cent or more of the rentable area of the Shopping Center shall be

damaged or destroyed by fire or other cause, notwithstanding that the Demised Premises may be unaffected by such event, then or in such events, Landlord may elect to repair the damage or may cancel this lease within ninety (90) days of said occurrence by notice of Cancellation to Tenant, and Tenant shall vacate the Demised Premises. Tenant's liability for rent upon the termination of this lease shall cease as of the day following the event or damage. Unless this Lease is terminated by Landlord, Tenant shall hold the proceeds of all insurance carried by Tenant on its property and improvements in trust for the purpose of repair and replacement. In the event Landlord elects to repair the damage, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Demised Premises have been repaired. If any damage is caused by the negligence of Tenant or its employees, the damages shall be repaired by Landlord, upon the receipt of the insurance proceeds, but there shall be no abatement of rent.

24. CONDEMNATION:

(a) Total: If the whole of the Demised Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose then this Lease and the term herein shall cease and terminate as of the date of title vesting in such proceeding;

(b) Partial: If any part of the- Demised Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this Lease and the tern herein shall terminate as aforesaid. If such partial taking is not extensive enough to render the premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Demised Premises taken bears to the original floor area demised and Landlord shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Demised Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Demised Premises to be taken. "Amount received by Landlord" shall mean that part of the award of condemnation which is free and clear to Landlord of any collection by mortgages for the value of the diminished fee;

(c) If more than twenty (20%) per cent of the floor area of the building in which the Demised Premises are located shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease, such termination to be effective as aforesaid;

(d) If this Lease is terminated as provided in this paragraph, the rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance;

(e) Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether in whole or partial, and whether for diminution in value of the leasehold or to the fee although, Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, fixtures and improvements installed by Tenant at its expense.

25. DEFAULT:

(a) If Tenant fails to pay any rental or other payment due hereunder or upon its failure to perform any other of the terms of this Lease to be observed or performed by Tenant on its part, or if Tenant shall fail to move into the premises and to commence the conduct of its business on the date set forth in Paragraph 4 hereof or if Tenant shall abandon said premises (which abandonment shall be presumed if Tenant is closed for 30 consecutive days) or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, or if Tenant makes assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffers this Lease to be taken under any writ of execution or attachment or if this Lease shall pass to or devolve upon, by law or otherwise, one other than the Tenant except as herein provided, then, in any one or more of such events, Landlord may elect to declare the entire rent for the balance of the term, or any part thereof, due and payable forthwith, or at the option of the Landlord, this Lease and the term thereunder shall terminate and come to an end on the date specified in such notice of cancellation, and Tenant shall quit and surrender the Demised Premises to Landlord as if the term hereunder ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided;

_____ Landlord

_____ Tenant

(b) Landlord shall have the immediate right to re-enter and may remove all persons and property from the Demised Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of; and for the account of Tenant, all without service of notice or resort to legal process (all of which Tenant expressly waives) and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which is in addition to Landlord's lien now or that may hereafter be provided by law;

(c) Should Landlord elect to re-enter or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and to costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord may recover from Tenant all damages it may incur by reason of Tenant's default, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination, of excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Demised Premises for the remainder of the stated term all of which amounts shall be immediately due and payable from Tenant to Landlord;

(d) In the event Landlord commences any proceedings for possession and/or non-payment of rent, or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant;

(e) Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event that Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises, by reason of the violation by Tenant of any of the provisions of this Lease, or otherwise;

(f) In the event of a breach or threatened breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction as if other remedies were not provided for herein;

(g) The rights remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any and all others;

(h) Neither the commencement of any action or proceeding nor settlement thereof or entering of judgment therein shall bar Landlord from bringing subsequent actions or proceedings from time to time;

(i) Notwithstanding anything in this Lease to the contrary, Landlord reserves all rights which the laws of the State of Florida confer upon a Landlord against a Tenant in default;

(j) Interest on past due obligations: Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the highest legal rate from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

26. ACCESS TO PREMISES: Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Demised Premises as may be necessary by the servicing of the Demised Premises and other portions of the Shopping Center. Landlord, shall also have the right to enter the Demised Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, Tenants and Tenants and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon said premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rents reserved shall in no wise abate while said work is in progress by reason or loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages. If Tenant shall not be personally present to permit an entry into said premises when for any reason an entry therein shall be permissible, Landlord may enter same by a master key or by the use of force without rendering Landlord liable therefor and without in any manner affecting the obligations of this Lease. The provisions of this paragraph shall in no wise be construed to impose upon Landlord any obligation whatsoever for the maintenance or repair of the building or any part

thereof except as otherwise herein specifically provided. During the six (6) months prior to the expiration of this Lease or any renewal term, Landlord may place upon the said premises "To Let", "For Rent", or "For Sale" signs which Tenant shall permit to remain thereon.

27. SUBORDINATION: Tenant agrees that it will subordinate its rights hereunder to the lien of any mortgage, ground lease or any other method of financing or refinancing now or hereafter placed against the land and/or the Demised Premises and/or any and all of the buildings now or hereafter built or to be built in the Shopping Center by Landlord to any and all advances made or to be made thereunder and to the interest thereon and all renewals, replacements, consolidations and extensions thereof. This paragraph shall be self-operative and no further instrument of subordination shall be required.

28. ATTORNMENT: Tenant shall in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

29. ATTORNEY-IN-FACT: Tenant shall promptly execute and deliver to Landlord such instruments to evidence the intent of **Paragraphs 4, 27, 28 and 52**. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver such instruments for and in the name of Tenant. If seven (7) days after the date of a written request by Landlord to deliver such instruments, Tenant shall not have executed the same, Landlord may cancel this Lease without incurring liability on account thereof and the term hereby granted is expressly limited accordingly.

30. QUIET ENJOYMENT: Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Demised Premises subject, nevertheless, to the terms of this Lease and to any mortgage, ground lease or agreements to which the Lease is subordinated.

31. FORCE MAJEURE: Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

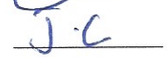
32. END OF TERM: At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combination locks, safes and vaults to Landlord. Before surrendering said premises, Tenant shall remove all its personal property, trade fixtures, alterations; additions and decorations, and shall repair, at its sole cost and expense, any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property upon expiration of this Lease, the said property shall be deemed abandoned and shall become the property of Landlord.

33. HOLDING OVER: Any holding over by Tenant after the expiration of this term or any renewal term shall be construed to be a tenancy from month to month and shall immediately entitle the Landlord to recover double the monthly rent from Tenant commencing with the date of expiration of the initial term or any renewal term or any extensions thereof and shall otherwise be on the terms and conditions herein specified so far as applicable.

34. ANTI-WAIVER: Failure of Landlord to insist upon the strict performance of any provision, term, condition, or covenant of this Lease, or to exercise any option, or any rules and regulations shall not be construed as a waiver for the subsequent breach of the same or any other provision, term, condition, covenant, option, rule or regulation herein contained. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of the Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant, acceptance by Landlord, or receipt by Landlord of a lesser amount than the monthly rent due shall be deemed to be a waiver of any preceding breach by Tenant of any provision, term, condition, covenant, option, rule or regulation of this Lease and shall not be deemed or construed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided, and no waiver by Landlord in respect to one Tenant shall constitute a waiver in favor of any other Tenant in the Shopping Center.



Landlord



Tenant

35. NOTICES: Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person, posted by the Landlord or its agent at the Demised Premises, posted in a conspicuous place at the Demised Premises, or sent by United States Certified or Registered Mail, postage prepaid, and or email to **Michaelsr@Sabacenters.com** and shall be addressed. (a) if to Landlord, at 16950 Jog Road (Suite # 104) Delray Beach Florida, 33446 and (b) if to Tenant, at the Demised Premises. Landlord may from time to time designate another address which designation shall be given by written notice to Tenant.

36. RECORDING: Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord.

37. TIME: Time is of the essence of this agreement and this applies to all terms, covenants and conditions contained herein.

38. PARTIAL INVALIDITY: If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

39. BROKER'S COMMISSIONS: Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed, and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from any such claim, including cost of counsel fees, except as follows: Coldwell Banker / Realty (Maria Redditt)

40. PROVISIONS BINDING, ETC.: Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to benefit of the parties, their legal representatives, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by these provisions. In the event of any sale of land, building or this Lease, or of a Lease of the Shopping Center, Landlord shall be entirely relieved of all obligations hereunder.

41. ENTIRE AGREEMENT, ETC.: This Lease and the Exhibits, Addenda and Riders, if any attached, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a rider is inconsistent with the printed provision of this Lease, the provision contained in said rider shall supersede said printed provision. The captions, headings, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

42. RULES AND REGULATIONS:

(a) Tenant agrees as follows:

i. All loading of goods shall be done only at such time, in the areas, and through the entrance designated for such purposes, by Landlord.

ii. The delivery or shipping of merchandise, supplies and fixtures and from the Premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the Premises or Shopping Center.

iii. All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside of the Premises for collection in the manner and at the times and places specified by Landlord, if Landlord shall provide. All boxes are to be opened flat before placing in the dumpster marked "cardboard only".

iv. No radio or television or other similar devise shall be installed without first

obtaining in each instance the Landlord's consent in writing. No aerial or dish shall be erected on the roof or exterior walls of the Premises, or on the grounds, without, in each instance, the written consent of the Landlord. Any aerial or dish so installed with such written consent may be removed by Landlord at any time and Landlord shall not be liable for such removal.

v. No loud speakers, televisions, phonographs, radios or other devises shall be used in a manner so as to be heard or seen outside of the Premises, without prior written consent of the Landlord.

vi. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord; and Tenant shall not place or permit any obstruction or merchandise in such areas, nor conduct any business therefrom.

vii. The Tenant may not change (whether by alteration, replacement, rebuilding, or otherwise) the exterior color and/or architectural treatment of the Premises or of the Shopping Center in which the same are located or any part thereof.

viii. The Tenant shall keep the Premises, which includes the storefront windows and doors, clean and free from refuse, dirt, rubbish, and garbage within the Premises, and the Tenant shall not install any type of storm shutter, or other types of security measures, in the door or window areas of its storefront without the Landlord's prior written consent.

ix. The Tenant must obtain and maintain in effect all permits and licenses necessary for the operation of the Tenant's business as herein provided.

x. The Tenant agrees that the Landlord shall have the right to prohibit the continued use by the Tenant of any unethical or unfair method of business operation, advertising, or interior display, if, in the Landlord's opinion, the continued use thereof would impair the reputation of the Shopping Center as a desirable place to shop or is otherwise out of harmony with the general character thereof, and upon notice form the Landlord, the Tenant shall forthwith refrain from or discontinue such activities.

xi. The Tenant shall not burn any trash or garbage of any kind in and about the Premises or Shopping Center.

xii. Tenant agrees that it shall not prop open or lock open in place its exterior doors, unless first approved in writing by Landlord.

xiii. The Tenant shall at all times maintain an adequate number of suitable fire extinguishers on its Premises (as per the local Fire code) for use in the case of local fire, including electrical or chemical fires.

xiv. The Tenant agrees that the Landlord may designate specific areas in which vehicles owned or operated by its employees must park, and may, if found necessary for the convenience of parking for customers, prohibit the parking of such vehicles in any part of the common area.

xv. There shall be no overnight parking of any vehicle for any reason whatsoever anywhere on the Shopping Center. Vehicles found in violation of this rule are subject to being towed at the owner's expense.

xvi. That there shall be no commercial vehicles parked in the parking areas of the Shopping Center, except in those areas designated by Landlord for such commercial vehicles.

xvii. Tenant and Tenant's employees shall park their vehicle(s) only in those portions of the parking area as designated from time to time by Landlord for

such purposes. Tenant shall further Landlord with State automobile license numbers assigned to Tenant's employees within five (5) days after taking possession of the Premises and shall thereafter notify the landlord of any changes within five (5) days after changes occur. In the event that the Tenant or its employees shall fail to park their vehicle(s) in the designated parking areas as aforesaid, the, the Landlord, at its option, shall charge the Tenant One Hundred Dollars ($100.00) per day or partial day per vehicle parked in any area other than those designated, as and for agreed and liquidated damage. Tenant hereby agrees that it shall park its vehicles and the vehicles of its employees only at the rear of the Shopping Center or at the farthest parking in front of the Shopping Center or where Landlord shall reasonably request.

xviii. The plumbing facilities shall not be used for any other purpose that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of his provision shall be borne by Tenant who shall, or whose employees, agents or invitees, shall have caused same.

xix. Tenant shall keep the Premises free from nuisance, noises or odors objectionable to the public, to tenants or to the Landlord.

xx. Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and such intervals as Landlord may require.

xxi. Tenant shall keep the overhead sign illuminated from 5:30 p.m. to 12:00 midnight Eastern Standard Time and from 6:30 p.m. to 12:00 midnight Eastern Daylight Savings Time.

b. Landlord reserves the right, from time to time, to suspend, amend or supplement the foregoing Rules and Regulations, adopt and promulgate additional Rules and Regulations applicable to the Premises. Notice of such Rules and Regulations and amendments and supplements thereto, if any, shall be given to the Tenant. Unless otherwise stated in the Rules and Regulations, non-compliance with any of these Rules and Regulations shall be considered a default under this Lease, or Landlord may, at Landlord's option, charge the Tenant a penalty of One Hundred Dollars ($100.00) per day, for each infraction of the Rules and Regulations, until Tenant cures the infraction(s). Charges assessed by Landlord under this provision shall be considered Additional Rent and collectible in the same manner as Rent, and the non-payment of these charges when due by Tenant, shall be a default hereunder.

c. The Tenant agrees to comply with all further rules and regulations for the use and occupancy of the Shopping Center as the Landlord, in its sole discretion, from time to time promulgates for the best interest of the Shopping Center. The Landlord shall have no liability for violation by any other tenant of the Shopping Center of any rules and regulations, nor shall such violation of the waiver thereof excuse the Tenant from compliance.

43. RELOCATION: Landlord expressly reserves the right during the term of this Lease and any options, at its sole cost and expense, to remove the Tenant from the Premises and relocate the Tenant in some other space of Landlord's choosing of approximately the same dimensions and size within the Shopping Center, which other space shall be improved by Landlord at Landlord's expense. Tenant shall have thirty (30) days from the date of landlord's written notice to accept the substitute premises, and shall move within ninety (90) days thereafter. Landlord in its discretion may use such materials from the existing Premises or other materials so that the space to which Tenant is relocated shall be comparable to the Premises from which Tenant is removed. Provided, however, that if Landlord exercises it election to remove and relocate the Tenant in other space which is at that time leasing out at a higher rate of base rent, then Tenant shall not be required to pay the difference between the base rent of the Premises and the higher base rent of the space in which Tenant is relocated. If Tenant is removed and relocated in any other space which is then leasing at a base rent less than the base rent then being charged for the Premises at that time, Tenant's base rent shall be reduced to the base rent then being charged for the space in which Tenant has been relocated. The Minimum Base Rent for the balance of the term of this Lease shall be adjusted to correspond with the new square footage of the Premises to which Tenant has been relocated. All other charges based upon the square footage of the Premises shall likewise be adjusted proportionately. By the

Landlord

Tenant

execution of this Lease, Tenant acknowledges the foregoing right of Landlord, and no rights granted to Tenant under this Lease shall be deemed or construed to have been breached or interfered with by reason of Landlord's exercise of its rights reserved in this paragraph. Landlord's sole obligation for costs and expenses of removal and relocation of Tenant shall be the actual costs of the physical relocation and improvement of the space in which Tenant is relocated. Tenant agrees that Landlord's exercise of its election to remove and relocate Tenant shall not terminate this Lease or release the Tenant, in whole or in part, from the Tenant's obligation to pay the rents, and perform the covenants and agreements on the Lease for the full term of this Lease. Tenant shall vacate the Premises upon receipt of sixty (60) days written notice if Landlord decides to remodel, alter, demolish, sell, or Lease all or part of the Premises. Further, Tenant shall execute, within five (5) days of presentation thereof.

44. PROPERTY REDEVELOPMENT: Tenant acknowledges that landlord may, but is under no obligation to redevelop the property. In the event landlord undertakes such a redevelopment. Tenant acknowledges that the redevelopment process may disrupt the normal business activities of the property. Tenant agrees to the Extension Term subject to any inconvenience, disturbance or impact any such redevelopment may have upon the Leased premises and Tenant's operation.

45. TERMINATION OF LEASE: Notwithstanding anything to the contrary set forth herein as to the Extension Term, Landlord shall have the unilateral right to terminate the Lease and Tenant's right to possession of the Leased Premises, by providing Tenant with not less then one (1) year prior written notice specifying the designated termination date ("Termination Date"). In the event the Lease is terminated pursuant to this section, the Lease Term shall expire on the termination date provided in the notice as if that were the date of expiration originally provided in the Lease. Tenant will remain liable to Landlord for all payment obligations under the Lease (including Tenant's obligation to insure the Leased Premises) accured through and including the Lease Termination Date.

46. ROOF PIERCING: Neither Tenant nor any of its agents, licensees or employees shall penetrate or pierce the roof of the Demised Premises. If Tenant pierces or places anything upon the roof of the Demised Premises, then Tenant shall assume sole responsibility to repair and pay for any roof leaks whatsoever to the Demised Premises and including but not limited to, all adjoining bays, resulting from the above acts on the roof area of the Demised. Premises. The roofer retained by Tenant shall be approved in advance by the Landlord to perform the work.

47. OPTION TO RENEW: Provided this Lease is in good standing and Tenant is not in default hereunder, Landlord hereby grants to Tenant the right, privilege and option of extending this Lease for **NONE** (term) (terms) of **NONE** years from the date of the expiration hereof, provided, that Tenant shall give Landlord written notice of Tenant's intention to exercise the option not less than six (6) months prior to the expiration of the initial term. All of the terms, covenants and conditions of this Lease shall apply during any and all extended terms of this Lease. An adjustment of the annual rentals will apply and shall be increased by five (5%) or CPI whichever is greater per year over the prior year's total rental payment.

48. EXCULPATORY: Notwithstanding anything to the contrary provided in this Lease, if Landlord or any successor in interest of Landlord shall be an individual, joint venture, tenancy in common, firm or partnership, general or limited, or a bank, as trustee under a land trust, it *is* specifically understood and agreed that there shall be absolutely no personal liability on the part of such individual or on the part of the members of such firm, partnership or joint venture with respect to any of the terms, covenants and conditions of this Lease, and the Tenant shall look solely to the equity of Landlord or such successor in interest in the Shopping Center for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants or conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolutely and without any exception whatsoever.

49. LATE PAYMENT FEE: Should Tenant fail to pay when due any installment of fixed minimum rent, additional rent, percentage rent, or any other sum payable to Landlord under the terms of this Lease, then Landlord shall assess an administrative charge and collection fee of the greater of (a) ten percent (10%) of the payment due; or (b) Two Hundred Fifty Dollars ($250.00), which sum shall be deemed Additional Rent, and such fee shall be paid by Tenant to Landlord forthwith. Landlord, at its option, may subtract any such amount that is not paid from any Security Deposit or prepayment held by Landlord pursuant to the terms herein.

50. ATTORNEY'S FEES: In the event Landlord is required, in its sole and absolute discretion, to retain the services of an attorney and/or to institute legal proceedings to enforce or interpret any

Landlord

Tenant

of the provisions of this Lease, then, in such event, in addition to such other monies which may be due, Tenant shall be responsible for the payment of any and all attorneys' fees and related costs incurred by Landlord, whether suit be filed or not, at either the pre-trial, trial or appellate levels.

Initials: JC _____

51. CONSTRUCTION AND CHOICE OF LAW: The Parties agree that this Lease was jointly drafted and negotiated and should not be construed by a court of law against any party as the drafter thereof. This Lease shall be governed and construed in accordance with the laws of the State of Florida, as amended from time to time. Any cause of action arising under the terms of this Lease shall lie in the appropriate state or federal court situated in Broward County, Florida.

52. ENTRY AND INSPECTION: Landlord and its authorized representatives shall have the right to enter upon the Premises at all reasonable hours to inspect or for making repairs, additions or alterations. If Landlord deems any repairs required to be made by Tenant necessary, it may demand that Tenant make the repairs promptly, and, if Tenant refuses or neglects to commence such repairs and complete them with reasonable dispatch, Landlord may make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business. If Landlord makes or causes such repairs to be made, Tenant shall pay to Landlord the cost of the repairs plus a twenty (20%) percent service charge, as additional rent. For a period commencing ninety (90) days prior to the termination of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective Tenants and for posting leasing signs.

53. REAL ESTATE BROKER: Tenant warrants and represents that there is no real estate broker involved in this Lease other than Coldwell Banker Realty (Maria Redditt) and that Tenant has had no dealing with any other real estate broker or salesman in connection with this Lease, and indemnifies Landlord and its Managing Agent from claims for compensation from any other persons relating to this Lease. Landlord agrees to pay a 3% Commission on the base rent only (Rent only / No Cam) for the (3) year lease. No Commission on any lease options. Payable to; Coldwell Banker Realty.

54. ESTOPPEL CERTIFICATES: Tenant agrees at any time, and from time to time, upon not less than seven (7) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord certifying the following: (a) that this Lease or any sublease is unmodified and in full force and effect (or, if there have been modifications, that they are in full force and effect as modified and stating the modifications), stating the dates to which the base rent, additional rent and other charges have been paid; (b) Tenant has accepted possession of the Demised Premises and is presently occupying the Premises; (c) stating whether or not to the best knowledge of the signer of such certificate, there exists any default by Landlord in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and if so, specifying each such default, it being intended that any such statement may be relied upon by Landlord, by any holder or prospective holder of any mortgage affecting the Shopping Center or by any purchaser of the Shopping Center; and, (d) any other information reasonably requested by a prospective purchaser, mortgagee or Tenant of the Shopping Center. Tenant's failure to respond to Landlord's request for a written statement within the seven (7) day period mentioned in this paragraph shall constitute a material default by Tenant under this Lease, and in such event, Tenant agrees to pay Landlord as liquidated damages therefor (and in addition to all equitable remedies available to Landlord) an amount equal to one hundred fifty and 00/100 ($150.00) dollars, as additional rent, per day for each day that Tenant fails to deliver such certificate to Landlord after the expiration of such seven (7) day period.

55. AUTHORITY TO EXECUTE: If the Tenant is a corporation, limited liability company or partnership, each of the persons executing this Lease on behalf of Tenant covenant and warrant that: (i) Tenant is a duly authorized existing corporation; (ii) Tenant is qualified to do business in the State of Florida; (iii) Tenant has full right and authority to enter into this Lease; (iv) Each of the persons executing this Lease on behalf of Tenant is authorized to do so; and (v) This Lease constitutes a valid and legally binding obligation of Tenant, enforceable in accordance with its terms.

56. EFFECTIVE DATE. Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Premises, or any other space or Premises in, on or about the Premises or Property. This instrument shall be binding upon the parties hereto only upon the execution and delivery by the party to be bound and this instrument shall become effective as a lease only upon the execution and delivery by both Landlord and Tenant.

57. WAIVER OF JURY TRIAL. The parties herby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever

_____ Landlord

JC _____ Tenant

arising out of or m anyway connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and/or any claim of injury or damage.

58. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

59. OFAC. Without limiting the general requirements under this Lease for Tenant to comply with applicable laws, to the extent applicable to Tenant and/or its operations, Tenant shall comply with all (i) regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury which are applicable to Tenant or any occupant of the Premises, (ii) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (iii) the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and (iv) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

60. AIR CONDITIONING. Tenant shall be responsible for all maintenance, repairs and replacements whatsoever. Tenant, at its own cost and expense, is required to have a maintenance agreement in force during the entire term of this Lease and any options. Tenant shall submit an executed copy of said maintenance agreement to Landlord within thirty (30) days of the Commencement Date of this Lease. Tenant agrees that the above-stated maintenance agreement shall be non-cancelable unless ten (10) days' prior written notice is provided to Landlord. The maintenance agreement must include all services suggested by the equipment manufacturer within the operations/maintenance manual, and specifically shall include the following:

a. Maintenance Inspections: A minimum of two (2) maintenance visits per year

b. Maintenance to Include: Condensate control; Clean drain lines and install algae tablets; Lubricate all moving parts and adjust belt(s); Refrigerant charge and oil level(s) check; Electrical connections inspection; Check condition of evaporator and condensing coils; and Check equipment operation.

Should Tenant fail to obtain said maintenance agreement, Landlord shall have the right, but not the obligation to obtain said maintenance agreement on behalf of the Tenant at prevailing rates and charge the cost of such maintenance Agreement and Landlord's administrative fee to Tenant, which shall be considered Additional Rent. Tenant's failure to obtain said maintenance agreement will void all warranties on the HVAC system(s) contained within this Section or elsewhere in this Lease. Failure to pay Additional Rent when due shall be considered a default under this Lease.

61. The Consumer Price Index shall be defined as follows: At the end of each lease year (12 month period) of the extended term hereof or of any extension or renewal hereof, the monthly rental for the next succeeding lease year shall be increased by the annual increase in the Consumer Price Index ("CPI") where "CPI" is the Consumer Price Index for the month of December just preceding such lease anniversary year, and the "Base CPI" is the Consumer Price Index for December of the previous lease year. As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall authorize Landlord's attorney to designate a substitute Index or formula. In no event shall the next lease year rental be less than the prior year.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease the day and year first above written.

LANDLORD:
OCEAN PALM PLAZA, LLC, a Florida limited liability company

Witnessed for Landlord:

_____

Michael J. Saba, Sr., Manager
Print Name and Title

_____ Landlord

_____ Tenant

16950 Jog Road (Suite # 104)
Address
Delray Beach, Florida 33446
City, State and Zip Code

TENANT:
JKEN BOUTIQUE LLC

Witnessed for Tenant:

Joyel Charle
Print Name and Title

1142 SE Gadner St PST
Address
FL 34983
City, State and Zip Code

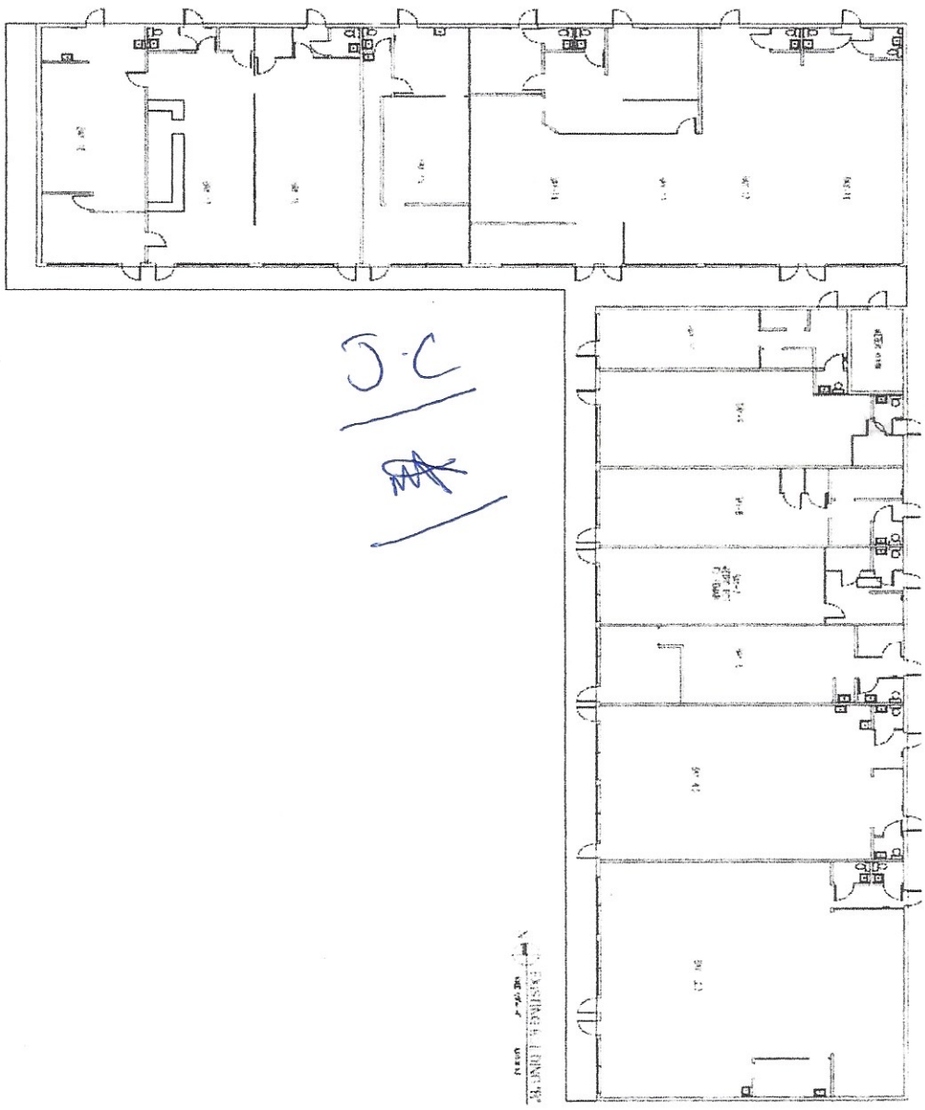
Landlord

Tenant

EXHIBIT A

SITE PLAN

1600 N Federal Highway, Boynton Beach, Florida



PERSONAL GUARANTY OF LEASE, AGREEMENT TO
OCEAN PALM PLAZA LLC, A FLORIDA LIMITED LIABILITY COMPANY

I, (we), the undersigned, do hereby request OCEAN PALM PLAZA, LLC, a Florida limited liability company, (hereinafter referred to as "Lessor"), to enter into a Lease Agreement with: **JKEN BOUTIQUE LLC** whose principal place of business is located at **1600 N. FEDERAL HWY (SUITE #9) BOYNTON BEACH FLORIDA 33435** (hereinafter referred to as "Lessee"), and in consideration of the following mutual promises and covenants, the execution of that certain Lease Agreement dated **DECEMBER 7, 2023** and other good and valuable considerations, the sufficiency of which is hereby acknowledged and accepted, the undersigned do(es) hereby agree that for the value received and for the purpose of inducing Lessor into executing that, certain Lease Agreement described above with Lessee, the undersigned jointly and severally promise and agree with Lessor as follows:

1. "Credit" means financial accommodations to Lessee of any _____ "Indebtedness" is used in its broadest sense and includes all obligations of Lessee, alone or with others, under that certain Lease Agreement and its addendum, if any, incurred on or after the date of execution of that certain Lease Agreement described above, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, including without limitation, all minimum rent, all additional rent, percentage rent, all damages, losses, fees, penalties, costs and expenses of any kind whatsoever, including interest on each and every such obligation at the highest rate allowed by law.

2. I, (we), the undersigned, jointly and severally guarantee unconditionally and promise to pay to Lessor upon demand, in lawful money of the United States, any and all indebtedness of Lessee,, including but not limited to, all rent and additional rent payable under the Lease Agreement, and each and every installment thereof, as well as, to completely perform each and every obligation of Lessee of all and singular terms, conditions, covenants, options, rules and regulations, when due or required by Lessee under the Lease Agreement, and to forthwith pay to Lessor upon demand all amounts at any time in arrears under the Lease Agreement and make good any and. all defaults occurring under said Lease Agreement, for the full term of the Lease Agreement including option or renewal periods, if exercised. If this instrument is signed by more than one guarantor, their respective obligations shall not be subject to proration.

3. In addition to all liens and rights of setoff which Lessor may have against any property of Lessee or of the undersigned, Lessor shall have a general lien on and a right of setoff against all the undersigned(s) property now or hereafter in the possession of, on deposit with Lessor, or on the Demised Leased Premises. Each such lien or right of setoff may be exercised with or without demand upon or notice to the undersigned, shall continue in full force unless specifically waived or released by Lessor, in writing, and shall not be deemed waived by any conduct of Lessor, by any failure to exercise such right, or by any neglect or failure in so doing.

4. Lessor need not take any action against Lessee, any other guarantor, or any other person, firm, or corporation or resort to any security held by it at any time before proceeding against the undersigned.

5. Until all indebtedness guaranteed herein has been paid in full, the undersigned shall not have any right of subrogation unless expressly given to the undersigned in wilting by Lessor.

6. Unless exceptions are provided in this paragraph, all existing or future indebtedness of Lessee to the undersigned is subordinated to all indebtedness guaranteed by this instrument and shall not be paid in whole or in part without the prior written consent of Lessor. The undersigned will not, without the prior written consent of Lessor, withdraw any capital of the undersigned invested in Lessee. Without such written consent, the undersigned will not accept any payment on any such indebtedness to the undersigned or withdrawal of capital while this guaranty is in effect. At Lessor's request, Lessee may pay to Lessor all or any part of such subordinated indebtedness when due and any amount that the undersigned is/are permitted to withdraw from the undersigned(s) invested capital, which payments shall be credited by Lessor against any then unpaid indebtedness guaranteed by this instrument.

Each payment by Lessee to the undersigned in violation of this agreement shall be deemed to have been received by the undersigned as trustee for Lessor and shall be paid by the undersigned to Lessor immediately on account of Lessee's indebtedness to Lessor. However, the undersigned reserves the right to receive from Lessee payments of any reasonable salary for the undersigned(s) personal services at the same average monthly rate as that at which the undersigned have regularly been paid during the preceding twelve months.

7. The undersigned(s) liability shall continue notwithstanding the incapacity, death, or disability of any other guarantor or guarantors or the revocation of this guaranty by any other guarantor if there are others. The failure by Lessor to file or enforce a claim, against the estate (either in administration, bankruptcy, or other proceeding) of Lessee, any other guarantor, or of any other or others shall not affect the undersigned's liability, nor shall the undersigned be released from liability if recovery from Lessee, any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. The undersigned waive and agree not to assert or take advantage of the defense of the statute of limitations in any action under this guaranty or for the collection of any credit guaranteed by it.

8. The undersigned will file all claims against Lessee in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of Lessee to the undersigned and will assign to Lessor all of the undersigned(s) rights tinder those claims if the undersigned do not file any such claim, Lessor is hereby authorized and appointed attorney-in-fact for such purpose, to do so in the undersigned(s) name or in Lessor's discretion to assign the claim to and cause proof of claim to be filed in the name of Lessor's nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to Lessor the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned assign to Lessor all the undersigned(s) rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than thee guaranteed obligations then outstanding, Lessor will pay the amount of the excess to the party entitled to that amount, in the Lessor's sole and absolute discretion and determination.

9. With or without notice tome, Lessor, in its sole discretion. (a) may apply all payments from Lessee, from the undersigned, or from any other guarantor(s) under this or any other instrument, or realized from any security or collateral, in such manner and order or priority as Lessor sees fit, to any obligation of Lessee, whether or not such obligation is due at the time of such application.

10. If Lessor holds one or more other guaranties executed by the undersigned relating to all credit extended to Lessee by Lessor, the amount of the undersigned(s) liability imposed by such other guaranty or guaranties shall be added to the amount of the undersigned(s) liability imposed by Paragraph 3 of this guaranty and the resulting total shall be the amount of the undersigned(s) liability. All rights, powers, and remedies of Lessor under this guaranty and under any other agreement now or at any time hereafter in force between Lessor and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Lessor under the law.

11. In case of default in any payment by Lessee to Lessor or any other default under the Lease Agreement or hereunder, Lessor may elect to maintain an action on this guaranty against any individual guarantor or all guarantors, whether or not Lessee is joined in that action or a separate action is brought against Lessee and such election shall in no way constitute a waiver of Lessor's right to proceed against Lessee. The rights of Lessor are cumulative and shall not be exhausted by its exercise of any of its rights under this guaranty or otherwise against the undersigned or by any number of successive actions until and unless all indebtedness guaranteed has been paid or obligations have been performed and each of the undersigned(s) obligations under this guaranty have been fully performed.

12. This is a continuing and unlimited guaranty. No act of omission of any kind on the

part of Lessor shall in any way whatsoever affect or impair this guaranty and the release of any of the undersigned shall not release any of the other guarantors, if any, from their obligations as guarantors herein.

13. The undersigned jointly and severally agree to pay to Lessor without demand reasonable attorney's fees and all costs and other expenses at any time incurred or paid by Lessor, at all trial or appellate levels or whether or not a legal proceeding was instituted, in endeavoring to collect or compromising any indebtedness or enforcing any obligation of Lessee under the Lease Agreement or any part thereof guaranteed by this instrument or in enforcing this guaranty against the undersigned or any other guarantor. **The undersigned waive all rights to reciprocal attorney's fees and costs under Florida law and further waive any and all rights to be sued in the county or country of the undersigned (s) residence.** Venue of any such action hereunder shall be in Palm Beach County, Florida or in the County in the State of Florida which Lessor shall otherwise designate from time to time in writing. **The parties further knowingly, voluntarily, and intentionally waive any right that any party pray have to a trial by jury in respect o any litigation based hereon, arising out of or related hereto whether under or in connection with this guaranty or any coarse of conduct, course of dealing, statements (whether verbal or written), or actions of any of the parties.**

Initials: JC _____

14. The parties hereto agree that this guaranty was jointly negotiated and that none of the parties shall be deemed the drafter hereof, that same shall be construed and governed in accordance with Florida law, and should any one or more provisions of this guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless remain in full force and effect.

15. This agreement shall inure to the benefit of Lessor, its successors and assigns, the assignees of any credit guaranteed, and shall bind the undersigned(s) heirs, executors, administrators, and assigns.

16. If more than one guarantor signs this agreement, the obligation of all such guarantors under the agreement shall be joint and several and all words used in this guaranty in the singular shall be deemed to have been 'used in the plural when the context and construction so require. Any married man or woman who signs this guaranty in his/her own right agrees that recourse may be had against his or her separate property.

17. It is expressly agreed by each of the parties to this agreement, that liability hereunder shall in no way be dependent or conditioned upon this instrument being signed by any other person or persons, and that this agreement is not executed under the consideration or representation that any other person or, persons shall execute same.

18. It is further understood and agreed between the parties hereto that this guaranty contains the entire agreement between the parties and all prior negotiations.

19. It is further understood and agreed between the parties, hereto that time is of the essence of this agreement and this applies to all terms and conditions contained herein.

20. The undersigned hereby waives presentment, demand, notice of dishonor and protest of every kind of any such indebtedness or obligation herein and notice of acceptance of this guaranty and notice of any and all proceedings to collect from the Lessee, the undersigned, or anyone else, and any and all diligence of collection and presentations are hereby waived.

Initials: JC _____

22. The undersigned waives all notice of the creation of any such indebtedness hereunder, or any part thereof, and of the respective maturity of the same and hereby binds the undersigned who agree, jointly and severally, without protest and without notice, to pay absolutely all or any part thereof at maturity. All indebtedness not paid within the terms and conditions herein will be charged interest from the date it became due at the rate of 1 1/2 % per month or an annual percentage rate of 18%. All sums payable under this personal

guaranty agreement are payable at the office of Lessor, OCEAN PALM PLAZA, LLC located at 16950 Jog Road (Suite#104) Delray Beach Fl, 33446.

THIS FIVE (5) PAGE PERSONAL GUARANTY OF LEASE AGREEMENT WAS DULY EXECUTED in Palm Beach County, Florida on this 7th day of December, 2023.

Witnesses:

_____

_____

Joyel Charles
Guarantor

Joyel Charles
Print Name

580-35 7947
Social Security Number

C642-420-77-1030
Driver's License Number and State

FL
State of Driver's License Issue

03-23-1977
Birth Date

1446 SE Ladner St
Address

port st FL 34983
City, State and Zip Code

Witnesses:

_____

_____

Marie Jo Charles Deceus
Guarantor

_____
Print Name

_____
Social Security Number

_____
Driver's License Number and State

_____
State of Driver's License Issue

_____
Birth Date

_____
Address

_____
City, State and Zip Code

Witnesses:

_____

_____

_____
Guarantor

_____
Print Name

_____
Social Security Number

_____
Driver's License Number and State

_____
State of Driver's License Issue

_____
Birth Date

_____
Address

_____
City, State and Zip Code

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned, this ____ day of _____, 20____, personally appeared _____ and/or _____, who ( ) is/are personally known to me or who ( ) presented _____ Driver's License(s) as identification and after being duly sworn on oath, deposed and said that he/she/they are the person(s) who executed the above Personal Guaranty of Lease Agreement to MICCAS PROPERTIES, LLC, a Florida limited liability company, on behalf of himself/herself/themselves individually, jointly and severally, in the City of _____, in Broward County, Florida, and that he/she/they has/have done so freely and voluntarily and for the purposes expressed therein.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____.

_____
NOTARY PUBLIC, State of Florida

_____
Printed Name

PERSONAL GUARANTY OF LEASE, AGREEMENT TO OCEAN PALM PLAZA LLC, A FLORIDA LIMITED LIABILITY COMPANY

I, (we), the undersigned, do hereby request OCEAN PALM PLAZA, LLC, a Florida limited liability company, (hereinafter referred to as "Lessor"), to enter into a Lease Agreement with: **JKEN BOUTIQUE LLC** whose principal place of business is located at **1600 N. FEDERAL HWY (SUITE #9) BOYNTON BEACH FLORIDA 33435** (hereinafter referred to as "Lessee"), and in consideration of the following mutual promises and covenants, the execution of that certain Lease Agreement dated **DECEMBER 4, 2023** and other good and valuable considerations, the sufficiency of which is hereby acknowledged and accepted, the undersigned do(es) hereby agree that for the value received and for the purpose of inducing Lessor into executing that, certain Lease Agreement described above with Lessee, the undersigned jointly and severally promise and agree with Lessor as follows:

1. "Credit" means financial accommodations to Lessee of any _____ "Indebtedness" is used in its broadest sense and includes all obligations of Lessee, alone or with others, under that certain Lease Agreement and its addendum, if any, incurred on or after the date of execution of that certain Lease Agreement described above, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, including without limitation, all minimum rent, all additional rent, percentage rent, all damages, losses, fees, penalties, costs and expenses of any kind whatsoever, including interest on each and every such obligation at the highest rate allowed by law.

2. I, (we), the undersigned, jointly and severally guarantee unconditionally and promise to pay to Lessor upon demand, in lawful money of the United States, any and all indebtedness of Lessee,, including but not limited to, all rent and additional rent payable under the Lease Agreement, and each and every installment thereof, as well as, to completely perform each and every obligation of Lessee of all and singular terms, conditions, covenants, options, rules and regulations, when due or required by Lessee under the Lease Agreement, and to forthwith pay to Lessor upon demand all amounts at any time in arrears under the Lease Agreement and make good any and. all defaults occurring under said Lease Agreement, for the full term of the Lease Agreement including option or renewal periods, if exercised. If this instrument is signed by more than one guarantor, their respective obligations shall not be subject to proration.

3. In addition to all liens and rights of setoff which Lessor may have against any property of Lessee or of the undersigned, Lessor shall have a general lien on and a right of setoff against all the undersigned(s) property now or hereafter in the possession of, on deposit with Lessor, or on the Demised Leased Premises. Each such lien or right of setoff may be exercised with or without demand upon or notice to the undersigned, shall continue in full force unless specifically waived or released by Lessor, in writing, and shall not be deemed waived by any conduct of Lessor, by any failure to exercise such right, or by any neglect or failure in so doing.

4. Lessor need not take any action against Lessee, any other guarantor, or any other person, firm, or corporation or resort to any security held by it at any time before proceeding against the undersigned.

5. Until all indebtedness guaranteed herein has been paid in full, the undersigned shall not have any right of subrogation unless expressly given to the undersigned in wilting by Lessor.

6. Unless exceptions are provided in this paragraph, all existing or future indebtedness of Lessee to the undersigned is subordinated to all indebtedness guaranteed by this instrument and shall not be paid in whole or in part without the prior written consent of Lessor. The undersigned will not, without the prior written consent of Lessor, withdraw any capital of the undersigned invested in Lessee. Without such written consent, the undersigned will not accept any payment on any such indebtedness to the undersigned or withdrawal of capital while this guaranty is in effect. At Lessor's request, Lessee may pay to Lessor all or any part of such subordinated indebtedness when due and any amount that the undersigned is/are permitted to withdraw from the undersigned(s) invested capital, which payments shall be credited by Lessor against any then unpaid indebtedness guaranteed by this instrument.

Each payment by Lessee to the undersigned in violation of this agreement shall be deemed to have been received by the undersigned as trustee for Lessor and shall be paid by the undersigned to Lessor immediately on account of Lessee's indebtedness to Lessor. However, the undersigned reserves the right to receive from Lessee payments of any reasonable salary for the undersigned(s) personal services at the same average monthly rate as that at which the undersigned have regularly been paid during the preceding twelve months.

7. The undersigned(s) liability shall continue notwithstanding the incapacity, death, or disability of any other guarantor or guarantors or the revocation of this guaranty by any other guarantor if there are others. The failure by Lessor to file or enforce a claim, against the estate (either in administration, bankruptcy, or other proceeding) of Lessee, any other guarantor, or of any other or others shall not affect the undersigned's liability, nor shall the undersigned be released from liability if recovery from Lessee, any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. The undersigned waive and agree not to assert or take advantage of the defense of the statute of limitations in any action under this guaranty or for the collection of any credit guaranteed by it.

8. The undersigned will file all claims against Lessee in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of Lessee to the undersigned and will assign to Lessor all of the undersigned(s) rights tinder those claims if the undersigned do not file any such claim, Lessor is hereby authorized and appointed attorney-in-fact for such purpose, to do so in the undersigned(s) name or in Lessor's discretion to assign the claim to and cause proof of claim to be filed in the name of Lessor's nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to Lessor the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned assign to Lessor all the undersigned(s) rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than thee guaranteed obligations then outstanding, Lessor will pay the amount of the excess to the party entitled to that amount, in the Lessor's sole and absolute discretion and determination.

9. With or without notice tome, Lessor, in its sole discretion. (a) may apply all payments from Lessee, from the undersigned, or from any other guarantor(s) under this or any other instrument, or realized from any security or collateral, in such manner and order or priority as Lessor sees fit, to any obligation of Lessee, whether or not such obligation is due at the time of such application.

10. If Lessor holds one or more other guaranties executed by the undersigned relating to all credit extended to Lessee by Lessor, the amount of the undersigned(s) liability imposed by such other guaranty or guaranties shall be added to the amount of the undersigned(s) liability imposed by Paragraph 3 of this guaranty and the resulting total shall be the amount of the undersigned(s) liability. All rights, powers, and remedies of Lessor under this guaranty and under any other agreement now or at any time hereafter in force between Lessor and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Lessor under the law.

11. In case of default in any payment by Lessee to Lessor or any other default under the Lease Agreement or hereunder, Lessor may elect to maintain an action on this guaranty against any individual guarantor or all guarantors, whether or not Lessee is joined in that action or a separate action is brought against Lessee and such election shall in no way constitute a waiver of Lessor's right to proceed against Lessee. The rights of Lessor are cumulative and shall not be exhausted by its exercise of any of its rights under this guaranty or otherwise against the undersigned or by any number of successive actions until and unless all indebtedness guaranteed has been paid or obligations have been performed and each of the undersigned(s) obligations under this guaranty have been fully performed.

12. This is a continuing and unlimited guaranty. No act of omission of any kind on the

part of Lessor shall in any way whatsoever affect or impair this guaranty and the release of any of the undersigned shall not release any of the other guarantors, if any, from their obligations as guarantors herein.

13. The undersigned jointly and severally agree to pay to Lessor without demand reasonable attorney's fees and all costs and other expenses at any time incurred or paid by Lessor, at all trial or appellate levels or whether or not a legal proceeding was instituted, in endeavoring to collect or compromising any indebtedness or enforcing any obligation of Lessee under the Lease Agreement or any part thereof guaranteed by this instrument or in enforcing this guaranty against the undersigned or any other guarantor. **The undersigned waive all rights to reciprocal attorney's fees and costs under Florida law and further waive any and all rights to be sued in the county or country of the undersigned (s) residence.** Venue of any such action hereunder shall be in Palm Beach County, Florida or in the County in the State of Florida which Lessor shall otherwise designate from time to time in writing. **The parties further knowingly, voluntarily, and intentionally waive any right that any party pray have to a trial by jury in respect o any litigation based hereon, arising out of or related hereto whether under or in connection with this guaranty or any coarse of conduct, course of dealing, statements (whether verbal or written), or actions of any of the parties.**

Initials: _____ 12/05/23 8:55 PM EST dotloop verified

14. The parties hereto agree that this guaranty was jointly negotiated and that none of the parties shall be deemed the drafter hereof, that same shall be construed and governed in accordance with Florida law, and should any one or more provisions of this guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless remain in full force and effect.

15. This agreement shall inure to the benefit of Lessor, its successors and assigns, the assignees of any credit guaranteed, and shall bind the undersigned(s) heirs, executors, administrators, and assigns.

16. If more than one guarantor signs this agreement, the obligation of all such guarantors under the agreement shall be joint and several and all words used in this guaranty in the singular shall be deemed to have been 'used in the plural when the context and construction so require. Any married man or woman who signs this guaranty in his/her own right agrees that recourse may be had against his or her separate property.

17. It is expressly agreed by each of the parties to this agreement, that liability hereunder shall in no way be dependent or conditioned upon this instrument being signed by any other person or persons, and that this agreement is not executed under the consideration or representation that any other person or, persons shall execute same.

18. It is further understood and agreed between the parties hereto that this guaranty contains the entire agreement between the parties and all prior negotiations.

19. It is further understood and agreed between the parties, hereto that time is of the essence of this agreement and this applies to all terms and conditions contained herein.

20. The undersigned hereby waives presentment, demand, notice of dishonor and protest of every kind of any such indebtedness or obligation herein and notice of acceptance of this guaranty and notice of any and all proceedings to collect from the Lessee, the undersigned, or anyone else, and any and all diligence of collection and presentations are hereby waived.

Initials: _____ 12/05/23 8:55 PM EST dotloop verified

22. The undersigned waives all notice of the creation of any such indebtedness hereunder, or any part thereof, and of the respective maturity of the same and hereby binds the undersigned who agree, jointly and severally, without protest and without notice, to pay absolutely all or any part thereof at maturity. All indebtedness not paid within the terms and conditions herein will be charged interest from the date it became due at the rate of 1 1/2 % per month or an annual percentage rate of 18%. All sums payable under this personal

guaranty agreement are payable at the office of Lessor, OCEAN PALM PLAZA, LLC located at 16950 Jog Road (Suite#104) Delray Beach Fl, 33446.

THIS FIVE (5) PAGE PERSONAL GUARANTY OF LEASE AGREEMENT WAS DULY EXECUTED in Palm Beach County, Florida on this ____ day of _____, 20____.

Witnesses:

_____

_____

Joyel Charles
Guarantor

Joyel Charles
Print Name

580-35-7947
Social Security Number

C-642-420-77-103-0
Driver's License Number and State

FL
State of Driver's License Issue

03/23/1977
Birth Date

1442 SE Ladner St
Address

Port St Lucie FL 34983
City, State and Zip Code

Witnesses:

_____

_____

Marie Jo Charles Deceus
Guarantor

Marie Jo Deceus Charles dotloop verified 12/05/23 8:55 PM EST RFIL-LCIB-JOLV-WQKC

Print Name Marie Jo Charles Deceus

768962334
Social Security Number

C-642-550-82-634-0
Driver's License Number and State

FL
State of Driver's License Issue

04/14/1982
Birth Date

1442 SE Ladner st
Address

Port St Lucie FL 34983
City, State and Zip Code

Witnesses:

_____

_____

_____
Guarantor

_____
Print Name

_____
Social Security Number

_____
Driver's License Number and State

_____
State of Driver's License Issue

_____
Birth Date

_____
Address

_____
City, State and Zip Code

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned, this ____ day of _____, 20____, personally appeared _____ and/or _____, who ( ) is/are personally known to me or who ( ) presented _____ Driver's License(s) as identification and after being duly sworn on oath, deposed and said that he/she/they are the person(s) who executed the above Personal Guaranty of Lease Agreement to MICCAS PROPERTIES, LLC, a Florida limited liability company, on behalf of himself/herself/themselves individually, jointly and severally, in the City of _____, in Broward County, Florida, and that he/she/they has/have done so freely and voluntarily and for the purposes expressed therein.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____.

_____
NOTARY PUBLIC, State of Florida

_____
Printed Name

PREFERRED SIGNS INCORPORATED
"We Make Our Signs"

Invoice

Date	Invoice #
1/16/2024	8785

PAID 03/28/2024

1906 N. Dixie Highway
Hollywood, Florida 33020
954-922-0126
Preferredsigns1@aol.com

Bill To

Jken Boutique
1600 N. Federal Highway #7
Boynton Beach, Florida
561-634-6391

Terms
50% Down, remai...

Item	Qty	Description	Unit Price	Amount
RACEWAY		1-Set Of Custom Illuminated Channel Letters-White Plex Faces-Black Channel & Trim-Illuminated with LED'S on a Raceway	4,150.00	4,150.00
		COPY & COLOR: JKEN BOUTIQUE		
MISC.		Permit Fees	439.50	439.50

Cost Of Permit Not Included In Price Of Sign. Cost To Be Added To Contract On Completion. No Exceptions.

Total	$4,589.50
Deposit	$-4,589.50
Balance Due	$0.00

Accepted By Customer

pd. #2075 1/15/24
pd. #2514.50 3/25/24

From: Nicklien, Bonnie
To: Joyel Charles
Subject: RE: RE:
Date: Monday, October 28, 2024 11:00:00 AM
Attachments: ~WRD0003.jpg
image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

Hi Joyel,

Your grant has been extended to January 14th. You have until then to complete the inspection and submit for reimbursement.

Please reach out with any questions.

Best Regards,
Bonnie

From: Joyel Charles <joyelcharles@yahoo.com>
Sent: Monday, October 28, 2024 10:29 AM
To: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: RE: RE:

This Message Is From an External Sender

This message came from outside your organization.

Please I would like to request for 90 days extension for jken boutique because the contractor late for the inspection.

Yahoo Mail: Search, Organize, Conquer

On Mon, Oct 28, 2024 at 9:35 AM, Nicklien, Bonnie <NicklienB@bbfl.us> wrote:

> That's really frustrating!
>
> Would you like to request a 90-day extension to try and sort it out or close out the grant

and not pursue the reimbursement?

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com



America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

---

From: Joyel Charles <joyelcharles@yahoo.com>
Sent: Monday, October 28, 2024 7:34 AM
To: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: RE:

This Message Is From an External Sender

This message came from outside your organization.

Good morning, I keep talking to the guy who put the sign he refused to do the inspection

Yahoo Mail: Search, Organize, Conquer

On Fri, Oct 25, 2024 at 12:59 PM, Nicklien, Bonnie

<NicklienB@bbfl.us> wrote:

> Hi Joyel,
>
> Any update on your signage inspection? You had until October 16th to complete the project and submit for reimbursement under the terms of the Commercial Property Improvement Grant.
>
> In the City's database the permit has expired due to no inspection.
>
> You may request one 90-day extension if you would like to work with the sign company to call for inspections. Or the grant award will be terminated and the funding forfeited.
>
> Please let me know how you would like to proceed.
>
> Best Regards,
>
> Bonnie
>
> Bonnie Nicklien
> Grants and Project Manager
> Boynton Beach Community Redevelopment Agency

100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com



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---

From: Nicklien, Bonnie
Sent: Monday, September 30, 2024 8:27 AM
To: Joyel Charles <joyelcharles@yahoo.com>
Subject: RE:

Morning! Received. Please send payment when you receive it. Any update on the permit inspection for your signage?

Thank you,

Bonnie

From: Joyel Charles <joyelcharles@yahoo.com>
Sent: Friday, September 27, 2024 5:56 PM
To: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject:

This Message Is From an External Sender

This message came from outside your organization.

Yahoo Mail: Search, Organize, Conquer

From: Joyel Charles
To: Nicklien, Bonnie
Subject: Re: Re:
Date: Monday, January 06, 2025 11:25:44 AM
Attachments: image784648.png
image760751.png
image697982.png
image156365.png
image002112.png
image795470.png
image362193.png
image001.png
~WRD0004.jpg
image003.png
image002.png
image005.png
image004.png
image007.png
image006.png

This Message Is From an External Sender
This message came from outside your organization.

Please I am requesting more time for Jken boutique at 1600 N Federal highway Boynton Beach FL,33435 because the contract delay for the inspection please, for 60,or 90 days thank you so much regarding that for me please

Sent from Yahoo Mail for iPhone

On Monday, January 6, 2025, 11:18 AM, Nicklien, Bonnie <NicklienB@bbfl.us> wrote:

> Okay, please send me a new email thread with your request so I can attach it to the agenda item. Please include how much time you are requesting (30,60, 90 days) and provide a reason for your request. I will need this before the end of the day!
>
> Thanks!
> Bonnie

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com

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---

From: Joyel Charles <joyelcharles@yahoo.com>
Sent: Monday, January 06, 2025 11:10 AM
To: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: Re: Re:

This Message Is From an External Sender

This message came from outside your organization.

Maybe we request for more time please

Sent from Yahoo Mail for iPhone

On Monday, January 6, 2025, 11:01 AM, Nicklien, Bonnie <NicklienB@bbfl.us> wrote:

> Morning Joyel, I just checked the system. Still no change.

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com





America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

---

From: Joyel Charles <joyelcharles@yahoo.com>
Sent: Monday, January 06, 2025 10:59 AM
To: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: Re:

This Message Is From an External Sender

This message came from outside your organization.

Good morning please can you check if any in the system please for inspection

Sent from Yahoo Mail for iPhone

On Thursday, January 2, 2025, 1:45 PM, Joyel Charles <joyelcharles@yahoo.com> wrote:

Sent from Yahoo Mail for iPhone

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CONSENT AGENDA

AGENDA ITEM 11.C

SUBJECT:
Approval of the Commercial Rent Reimbursement Grant Program in the Amount of $24,000 to EGVV LLC d/b/a Paloma Mexican Restaurant located in 500 Ocean at 510 E. Ocean Avenue, Unit 105

SUMMARY:
The CRA's Commercial Rent Reimbursement Grant Program provides qualified new or expanding businesses located within the CRA boundaries with rent payment assistance for a maximum period of 12 months.

CRA staff has received a complete grant application from EGVV LLC d/b/a Paloma Mexican Restaurant located in 500 Ocean at 510 E. Ocean Avenue, Unit 105, Boynton Beach, FL 33435 (see Attachments I-II). Paloma Mexican Restaurant celebrates the vibrant flavors and traditions of Mexican cuisine, offering a warm and inviting atmosphere for families and friends to connect over authentic dishes. It is their mission to bring Mexican cuisine to the community, creating a space that feels like home while delivering exceptional service and unforgettable dining experiences. Paloma Mexican Restaurant will offer a wide variety of freshly prepared dishes including tacos, enchiladas, and signature salsas all made from traditional recipes with high-quality ingredients.

As a full service restaurant, Paloma Mexican Restaurant employs part-time and full-time positions for hostesses, bartenders, chefs, dishwashers, servers and managers.

Under the terms of their proposed Landlord-Tenant Lease Agreement, the base rent to be paid by the applicant is $6,401.19 per month (see Attachment III). Paloma Mexican Restaurant qualifies as a Tier I business (as specified in the grant application) and would receive reimbursement for one-half of their monthly rent amount or maximum grant amount of $2,000 per month for a 12-month period, whichever is less.

If approved, Paloma Mexican Restaurant would be reimbursed in the amount of $2,000/month for a period of 12 months or a total grant amount of $24,000 during its first year of business. Grant reimbursements to the approved applicant occur on a monthly basis with proof of rent payments.

FISCAL IMPACT:
FY 2024-2025 Budget, Project Fund, Line Item 02-58400-444, $24,000

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

CRA BOARD OPTIONS:
Approval of the Commercial Rent Reimbursement Grant in the amount not to exceed $24,000 to EGVV LLC d/b/a Paloma Mexican Restaurant located in 500 Ocean at 510 E. Ocean Avenue, Unit 105, Boynton Beach, FL 33435.

ATTACHMENTS:

Description

- Attachment I - Commercial Rent Reimbursement Grant Application
- Attachment II - Location Map
- Attachment III - Lease

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

October 1, 2024 – September 30, 2025

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation or expansion.

The BBCRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for a minimum of two years at the time of application and has at least two years remaining on its existing lease at the time of Board approval.

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

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Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a monthly rent reimbursement for the first 12 months of business. New businesses are eligible to apply for assistance for up to one year from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). However, if the construction is for expansion of an existing business, and the existing business property remains open during construction of the expansion, the Applicant is eligible to receive rent reimbursement for the portion of the business that is not under construction so long as that portion remains operational during construction. For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a monthly basis, the BBCRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank. CASH AND/OR CRYPTOCURRENCY PAYMENTS are not eligible for reimbursement.

The responsibility for all rental payments is between the parties to the lease, (the tenant and the landlord). As grantor, the BBCRA does not bear or accept any responsibility for payment of rent at any time, or for penalties incurred for the late arrival of payments by any party.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions, and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

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Eligibility Requirements

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

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner unless the existing business is expanding as defined in this grant application
- An existing business must expand to occupy more than 50% of its current square footage size or open a second location within the BBCRA Area. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

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Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Massage/Personal Services
- Auto Services Facilities – repair, storage, sales, etc
- CBD Retail Stores, etc.
- Convenience Store
- Churches/places of worship
- Medical Research Centers/Housing
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval.

Tier One Business

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business' base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $2,000 per month, whichever is less. The maximum amount of the grant is $24,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Tier One Businesses must be one of the following types of businesses:

- Restaurant
- Gourmet Food Market
- Bakery/Coffee Shop
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per

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fiscal year; short term vacation rentals are not eligible)

Tier Two Business

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $1,750 per month, whichever is less. The maximum amount of the grant is $21,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Professional Offices (real estate, law, architect, accountant, insurance, marketing etc.)
- Medical Offices (dentists, primary care, counseling, etc.)
- Laundry/Dry Cleaner facility
- Retail (clothing, art, accessories)
- Fitness Centers
- Specialty Businesses (daycare, ice-cream shop, pet grooming, event planning)
- Take-Out Restaurants
- Services (lockshops, appliance repair, etc.)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Florists (no more than 2 approvals per fiscal year)
- Industrial Uses/Art District (excluding auto repair/sales)

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

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For purposes of this paragraph, the term "subject property" means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the BBCRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the BBCRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The BBCRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

Application Process

Applications can be submitted online at www.boyntonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board,

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however online submissions are preferred. Applicants will be considered on a first-come, first-served basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Provide a 2-3 sentence mission statement for the applying business entity. This will be used as a way to introduce the business to the BBCRA Board.
3. Resume for each principal/owner of the business.
4. Copy of the corporate documents for the applying business entity.
5. Copy of City and County Business Licenses (Business Tax Receipt).
6. Copy of executed multi-year commercial lease agreement.
7. Two years of corporate tax returns (for existing businesses only).
8. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
9. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
10. If applicant is an existing business expanding to occupy more than 50% of its current square footage size, verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
11. Initialed and signed Program Rules & Regulations (pages 1-12).
12. Authorization to perform credit check for the business and each principal/owner of the business.
13. W9 Form and Grant Intake Form.

Approval of Funding Request

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will

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be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Reimbursement

Monthly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to BBCRA Board approval. A maximum of 12 consecutive monthly rent payments are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a monthly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next month.

In order to receive monthly rent reimbursement the grant applicant must submit the following:

1. Written request for reimbursement.
2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that month's reimbursement or proof of direct deposit). **CASH AND/OR CRYPTOCURRENCY PAYMENTS** for rent are not eligible for reimbursement.

If applicant does not submit its monthly reimbursement request within 30 days following the end of the next month in which applicant is requesting reimbursement, applicant forfeits that month's reimbursement.

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Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The BBCRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including landlords and parties that performed work on the property. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank is sufficient assurance for the BBCRA to award grant funding.

CERTIFICATION AND WAIVER OF PRIVACY:

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

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

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

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Business Information:

Business Name (and d/b/a if applicable): EGW LLC
Paloma Mexican restaurant

Boynton Beach Business Address: 510 E. Ocean ave
Suite 105 Boynton Beach, FL

Applicant Contact Phone Number: 407 459 0684

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BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. _____ 12/03/24
Principal/Owner's Signature — Date
Eliana Gongora — Owner
Printed Name — Title

2. _____
Principal/Owner's Signature — Date
Printed Name — Title

3. _____
Principal/Owner's Signature — Date
Printed Name — Title

4. _____
Principal/Owner's Signature — Date
Printed Name — Title

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

STATE OF Florida COUNTY OF Palm Beach County

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 3 day of December, 2024

M. Coppin
NOTARY PUBLIC
My Commission Expires:

MERCEDES COPPIN
Notary Public-State of Florida
Commission # HH 98288
My Commission Expires
June 19, 2025

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. Carlos E. A — 1/7/25
Principal/Owner's Signature — Date
Carlos E. Alvarez — MGR
Printed Name — Title

2. _____
Principal/Owner's Signature — Date
Printed Name — Title

3. _____
Principal/Owner's Signature — Date
Printed Name — Title

4. _____
Principal/Owner's Signature — Date
Printed Name — Title

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

STATE OF FLORIDA COUNTY OF PALM BEACH

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 7 day of JANUARY, 2025.

NOTARY PUBLIC
My Commission Expires:

BONNIE NICKLIEN
Notary Public-State of Florida
Commission # HH 87189
My Commission Expires
May 25,2025

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LANDLORD INFORMATION

LANDLORD SIGNATURES: By signing below, Landlord consents to the submittal of this application and understands that approval of the application may fund physical alterations to the property. Landlord understands that approval of this application does not grant Landlord any rights whatsoever, and specifically understands that approval of this application by the BBCRA does not entitle Landlord to seek payment or other recourse from the BBCRA.

1. M. Mora — 1/3/25
Landlord's Signature — Date
Miriam Mora — Community Manager
Printed Name — Title

2. _____
Landlord's Signature — Date
_____
Printed Name — Title

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 03 day of JANUARY, 20 25.

NOTARY PUBLIC
My Commission Expires:

eventeny

Business Information

Application	Commercial Rent Reimbursement Grant Program
Status	Awaiting Decision
Business Name	Paloma Mexican Restaurant
Contact Legal Name	Carlos Alvarez
Contact Preferred Name	Carlos Alvarez
Email	palomamexicangrill@gmail.com
Address	510 E Ocean Ave, Suite 105, Delray Beach, Florida 33435, United States
Phone	561-336-4457
Website	http://n/a
Special Requests	
Submitted Time	Dec 30, 2024 1:35 pm
Tags	

Additional Information

Boynton Beach Business Address:

510 E. Ocean Ave Suite 105 Delray Beach, FL 33435

Provide a list of all principal owners listed on corporate documents

Eliana Gongora

Business Mission Statement

Paloma Restaurant celebrates the vibrant flavors and traditions of Mexican cuisine, offering a warm and inviting atmosphere for families and friends to connect over authentic dishes. Our

mission is to bring mexican cuisine to our community, creating a space that feels like home while delivering exceptional service and unforgettable dining experiences.

Are you an existing business in Boynton Beach?

No

Numbers of years in existence

0

Are you a new business in Boytnon Beach?

Yes

Description of your business

Paloma Restaurant is a vibrant dining establishment specializing in authentic Mexican cuisine. We offer a wide array of freshly prepared dishes, including tacos, enchiladas, and signature salsas, all made from traditional recipes with high-quality ingredients. In addition to our food offerings, we provide a curated selection of beverages, including handcrafted margaritas, aguas frescas, and an extensive tequila menu. With a focus on exceptional service and a welcoming ambiance, Paloma Restaurant is the perfect place for family meals, celebrations, and casual dining experiences.

Type of Business

Tier I

Base Rent (plus CAM if applicable)

10,779

Square Footage of Current Location

3403

Square Footage of New Location

3403

Number of Employees & Job Descriptions

Number of Employees & Job Descriptions Existing Positions: General Manager Job Description: Oversees day-to-day restaurant operations, manages staff schedules, ensures quality standards for food and service, and handles budgeting, inventory, and vendor relationships. Acts as the primary point of contact for customer concerns and operational improvements. Pay Range: $60,000–$75,000 annually (salaried). Weekly Schedule: Full-time, 40–50 hours per week, including evenings and weekends. Head Chef Job Description: Leads kitchen operations, develops menus, ensures compliance with food safety standards, manages kitchen staff, and oversees food preparation and presentation. Collaborates with management to ensure menu profitability. Pay Range: $22–$30 per hour. Weekly Schedule: Full-time, 40–45 hours per week, including evenings and weekends. Line Cooks (3 Positions) Job Description: Prepares ingredients, cooks menu items to specification, maintains a clean and organized workstation, and assists in ensuring smooth kitchen operations. Pay Range: $15–$20 per hour. Weekly Schedule: Part-time or full-time, 20–40 hours per week, based on shift rotation. Servers (4 Positions) Job Description: Provides excellent customer service, takes food and drink orders, delivers meals, handles payments, and ensures guest satisfaction. Maintains knowledge of menu items and specials. Pay Range: $8–$12 per hour plus tips. Weekly Schedule: Part-time, 20–30 hours per week, primarily during meal service times (lunch and dinner). Bartender (2 Positions) Job Description: Prepares and serves beverages, maintains bar inventory, engages with customers, and ensures compliance with alcohol service regulations. Pay Range: $10–$15

per hour plus tips. Weekly Schedule: Part-time, 15–25 hours per week, evenings and weekends. Dishwasher (2 Positions) Job Description: Cleans dishes, kitchen equipment, and utensils, assists with general kitchen cleanliness, and ensures timely availability of clean items for service. Pay Range: $12–$14 per hour. Weekly Schedule: Part-time, 15–25 hours per week, based on kitchen needs. Jobs to Be Created: Marketing Manager Job Description: Develops and executes marketing strategies, manages social media accounts, coordinates promotions and events, and works with the management team to drive customer engagement and brand visibility. Pay Range: $18–$25 per hour. Weekly Schedule: Part-time, 15–20 hours per week, with flexibility for special events. Host/Hostess (2 Positions) Job Description: Greets guests, manages seating arrangements, handles reservations, and ensures a smooth flow of customers during peak times. Pay Range: $10–$12 per hour. Weekly Schedule: Part-time, 15–20 hours per week, primarily during meal service hours. Prep Cook (2 Positions) Job Description: Prepares ingredients for dishes, maintains a clean prep area, and assists line cooks as needed. Ensures efficiency in food preparation during peak times. Pay Range: $14–$18 per hour. Weekly Schedule: Part-time, 20–30 hours per week. Maintenance Worker Job Description: Handles general maintenance tasks, ensures the facility is clean and in good repair, and assists with setup and breakdown for special events. Pay Range: $15–$20 per hour. Weekly Schedule: Part-time, 10–15 hours per week, with flexibility based on needs.

Hours of Operation

Sunday - Thursday 4 pm to 9 pm Friday - Saturday 11 am to 10 pm

Are you applying for grant assitance under any other program offered by the BBCRA?

Commercial Property Improvement Grant Program

Are you applying for grant assistance under any other governmental agencies?

N/A

Landlord Contact Information

Avanti Residential 5618102780 101 Federal Highway, Boynton Beach, 33435

In the following sections, please upload the requested documents. If more than one file is needed in a response to an individual prompt, go to "Choose Files," select multiple files at the same time in order for them to upload.

I understand

Upload resumes for each principal/owner listed on coporate documents here:

File uploaded

Upload a copy of the lease here:

File uploaded

Upload Copy of Corporate Documents Here

File uploaded

Upload two years of corporate tax returns here:

File uploaded

Upload City of Boynton Beach Business Tax Reciept Here

(No response submitted)

Upload Palm Beach County Business Tax Reciept Here

(No response submitted)

Upload Credit Check Authorization Form Here

File uploaded

Upload Business w9 here:

File uploaded

Upload the Grant Intake Form here:

File uploaded

Upload Notarized "Anti-Human Trafficking Affidavit" here:

File uploaded

Upload Signed "Program Rules & Regulations" Here

File uploaded

I understand that submission of an application is not a guarantee of grant funding or Board approval. Any "approval" notifications sent through Eventeny are purely administrative. Final approval will occur at the next available Board Meeting.

Eliana Gongora

How would you like to pay your application fee?

Pay with credit card

Prices

Application Fee

Quantity - 1 | Total - $100.00

Reset

Select Language

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

AVANTI RESIDENTIAL 500 OCEAN TIC II LLC

AVANTI RESIDENTIAL 500 OCEAN TIC III LLC

AVANTI RESIDENTIAL 500 OCEAN TIC I LLC

PROPERTY DETAIL

LOCATION
101 S FEDERAL HWY

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-28-03-007-0010

SUBDIVISION
BOYNTON TOWN OF

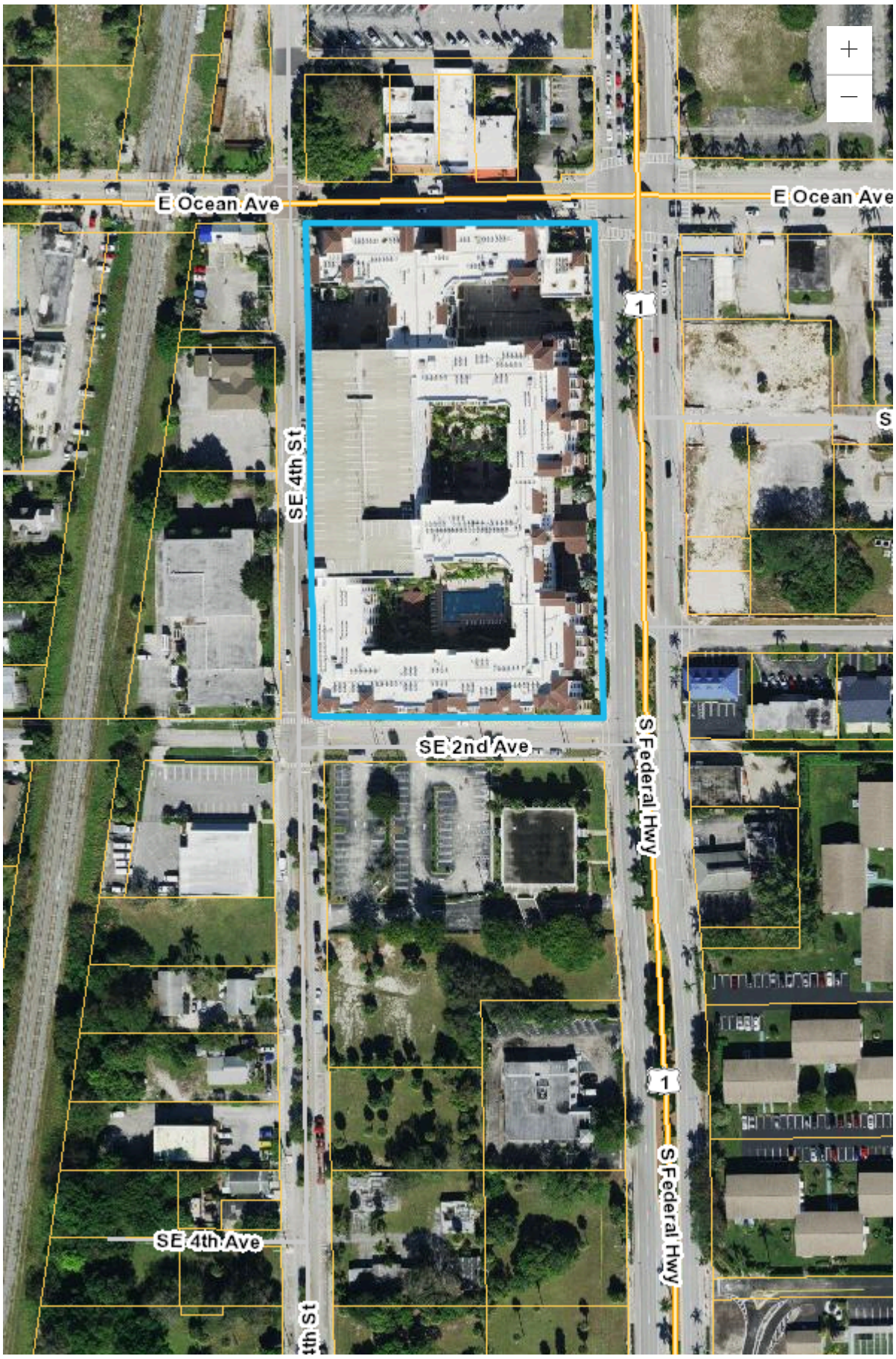
BOOK/PAGE
32626/379

SALE DATE
JUN-2021

MAILING ADDRESS
1700 BROADWAY STE 620
DENVER CO 80290 1702

USE TYPE
0300 - MULTIFAMILY 10 UNITS OR MORE

TOTAL SQUARE FEET



ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "**Assignment**") is made as of November 25, 2024 (the "**Effective Date**"), by and between PIO PIO 3, LLC, a Florida limited liability company ("**Assignor**"), and EGVV, LLC a Florida limited liability company ("**Assignee**").

RECITALS

A. Assignor is the Tenant under that certain Lease Agreement dated January 9, 2019 (the "**Lease**") and is the lessee of Space 105 containing approximately 2,803 rentable square feet plus the use of approximately 600 square feet of Terrace (the "**Premises**") in the mixed-use building commonly identified as "**500 Ocean**" located at 500 Ocean Drive, Boynton Beach, Florida, 33435;

B. Effective as of June 23, 2021, AVANTI RESIDENTIAL –500 OCEAN TIC I, LLC, a Delaware limited liability company, AVANTI RESIDENTIAL –500 OCEAN TIC II, LLC, a Delaware limited liability company, and AVANTI RESIDENTIAL –500 OCEAN TIC III, LLC, a Delaware limited liability company (collectively, "**Landlord**") became, by assignment, the Landlord under the Lease; and

C. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights and obligations under the Lease as of the Effective Date, as more particularly described below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective Date. Except as otherwise stated in this Assignment, the agreements contained herein shall be effective upon the Effective Date.

2. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Lease.

3. Assignment of Lease. As of the Effective Date, Assignor hereby assigns and transfers to Assignee, all of Assignor's right, title, and interest in, to, and under the Lease, subject to all of the terms and conditions set forth in the Lease.

4. Assumption of Lease. Assignee hereby accepts the foregoing assignment and expressly assumes and agrees fully and punctually to pay, perform, and observe all of the terms, covenants, conditions, and obligations of the Lease required to be paid, performed, and observed on the part of the Tenant under the Lease, from and after the Effective Date.

5. Landlord Consent. Notwithstanding anything contained herein to the contrary, this Assignment shall be conditioned upon and shall not be of any force or effect unless and until (a) Eliana Gongora and Carlos E. Alvarez-Cifuentes have executed a separate document personally guaranteeing Tenant's performance under the Lease and (b) Landlord has executed Landlord's Consent to Assignment and Assumption of Lease attached hereto and made a part hereof.

6. Notices. Effective upon the Effective Date, all notices provided to Assignee shall be addressed as shown below:

EGVV LLC
510 E. Ocean Avenue
Boynton Beach, Florida 33435
Attn: Eliana Gongora
Email: cea@loslaws.com

7. Multiple Counterparts. This Assignment may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. Electronic signatures, .pdf copies of signatures, and photocopies of signatures shall be treated as original signatures for all purposes under this Assignment.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes arising out of this Assignment shall be resolved in a court of competent jurisdiction located in the county in which the Premises is located.

[Signatures on Following Page(s)]

Docusign Envelope ID: 121DFBCF-8B25-4967-8520-D55692CB512F

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

PIO PIO 3, LLC,
a _____ limited liability company

By: _____
DocuSigned by:
2DA05F61717F441...

Name: Olga Raad

Title: President

ASSIGNEE:

EGVV, LLC,
a _____ limited liability company

By: _____
DocuSigned by:
Eliana Gongora
1C5DCF8CF2A54AB...

Name: Eliana Gongora

Title: President

LANDLORD'S CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

After Landlord's review of all necessary and requested documentation from Assignor and Assignee, and in consideration of Assignee agreeing to assume, be bound by and keep, perform and fulfill all of the terms, covenants, conditions, and obligations of the Tenant required to be kept and performed under the Lease from and after the Effective Date, including without limitation timely making all payments due and/or to become due or payable on behalf of the Tenant under the Lease from and after the Effective Date, Landlord is willing to, and hereby does, consent to this Assignment. Landlord makes no representations or warranties, express or implied, concerning the status of the Lease or the condition of the Premises, all of which are accepted by Assignee "as is, where is, with all faults," and in full satisfaction of all of Landlord's obligations that are or were to be performed and or satisfied prior to the Effective Date. This Assignment shall not (i) release Assignor of any obligation under Lease, whether prior to or after the Effective Date or (ii) be deemed a waiver of Landlord's right to approve or disapprove of any further or additional assignment of the Lease or subletting of the Premises.

LANDLORD:

AVANTI RESIDENTIAL - 500 OCEAN TIC I, LLC, a Delaware limited liability company

By: _____
Douglas A. Andrews, Manager

AVANTI RESIDENTIAL- 500 OCEAN TIC II, LLC, a Delaware limited liability company

By: _____
Douglas A. Andrews, Manager

AVANTI RESIDENTIAL - 500 OCEAN TIC III, LLC, a Delaware limited liability company

By: _____
Douglas A. Andrews, Manager

LEASE AGREEMENT

Between

SKYE AT BOYNTON BEACH, LLC
LANDLORD

and
PIO PIO 3, LLC
TENANT

Dated
As of
JANUARY 9, 2019

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LEASE AGREEMENT

THIS LEASE AND AGREEMENT ("Lease") made and entered into this 9th day of January, 2019 (the "Execution Date") by and between SKYE AT BOYNTON BEACH, LLC, a Florida limited liability company ("Landlord"), and PIO PIO 3, LLC, a Florida limited liability company ("Tenant"), with reference to the following facts;

A. Landlord is the owner of that certain mixed-use property (the "Property") commonly known as 500 Ocean, located in Boynton Beach, FL. Approximately 18,946 square feet of the Property shall be used for retail and office purposes (the "Commercial Component"), the remainder of the Property is utilized for residential purposes (the "Residential Component"). The Tenant shall occupy a portion of the Commercial Component, which is identified below as the "Premises Floor Area". The parties hereto stipulate that the Commercial Component for purposes of this Lease represents six percent (6%) of the overall number of square feet constituting the Property.

B. Tenant desires to lease from Landlord, and Landlord has agreed to lease to Tenant, upon the terms and conditions contained herein, certain Premises, as further described in Section 2.19;

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1 – AGREEMENT TO LEASE

1.1 **Fundamental Provisions.**
Certain fundamental provisions are presented in this Section 1.1 in summary form to facilitate convenient reference.

(a)	Tenant's Trade Name:	PIO PIO (Section 4.1)
(b)	Premises Space Number:	Space 105 (Exhibit A)
(c)	Address of Premises:	500 Ocean Drive, Boynton Beach, Florida Unit No. 105 Boynton Beach, FL 33435
(d)	Premises Floor Area:	Approximately 2,803 square feet of rentable square footage Plus the use of approximately 600 square feet of Terrace (Section 2.19)
(e)	Landlord's Building(s):	18,946 square feet (Section 2.11)
(f)	Initial Term: Section 1.1(r), below.	Ten (10) years commencing on the Rent Commencement Date as defined in Landlords Work as set forth in Rider One and delivers possession of the Premises to Tenant so that it may commence Tenants Work as delineated below
(g)	Renewal Term(s):	Three (3) – five (5) year options

(Section 2.22 and 3.2)

(h) Base Rent (Initial Year): $24.00 per square foot (excluding the 600 s.f. of Terrace space, for which there will be no charge) plus a supplemental payment of $1,666.66 per month for the initial 60 months term of this Lease representing the reimbursement by Tenant of $100,000 of the $200,000 TI Allowance (identified in Rider One, section 1 below as the "Additional TI Rental Payment, provided as set forth in the Rider One, Tenant at its Option may decline to receive up to $100,000 of the TI Allowance and the $1,666.66. per month Additional TI Rental Payment will be correspondently reduced to equal amount actually provided to Tenant in excess of $100,000 amortized over a sixty (60) month term

(i) Adjustment to Base Rent: ☒ Annual Increases: Three percent (3%) per year beginning in the second Lease Year (Section 5.2) exclusive of the "Additional TI Rental Payment" as defined in Section 1.3 of Rider One.

(j) Prepaid Rent: One (1) month's Rent to be paid on the Execution Date (Section 5)

(k) Security Deposit: One (1) month's Rent to be paid on the Execution Date (Section 2.25 and 5.7)

(l) Permitted Use: The Premises shall be used as a Latin themed restaurant and bar (Section 2.16 and 4.1)

(m) Rent Payments:

a. Please make all checks out to: Skye at Boynton Beach, LLC

b. Please address all checks to: 650 S. Northlake Blvd., Suite 450 Altamonte Springs, FL 32701

(n) Guarantor: Raad and Olga Raad (See Rider Three – Limited Guaranty)

(o) Brokers

a. Landlord's Broker: Crossman and Company

b. Tenant's Broker: N.A. (Section 18.3)

(p) Special Stipulations: Tenant Improvement Rider One

(q) Tenant Improvement Allowance: TI Allowance or Tenant Improvement Allowance is Two Hundred Thousand Dollars ($200,000), but Tenant has the option to reduce the same.

(r) Rent Commencement Date: The earlier of (i) one hundred and ten (110) days after Tenant opens for business or (ii) Two Hundred and Ten (210) days from the day that Landlord completes Landlord's Work as set forth Rider One and delivers possession of the Premises to Tenant so that Tenant may commence Tenant's Work. Notwithstanding the foregoing the Rent Commencement Date after Tenant opens for business, provided said date may be extended up to an additional 90 days if the City does not issue a certificate of occupancy despite a good faith documented best effort by the Tenant to obtain said Certificate of Occupancy.

1.2 **List of Exhibits and Riders**

All Exhibits & Riders set forth below are included at the end of the document as stated in Section 18.2.

Exhibit A	Site Plan of Premises
Exhibit B	Rules and Regulations
Exhibit C	Signage Requirements
Rider One	Work Letter
Rider Two	Notice of Lease Terms
Rider Three	Limited Guaranty
Rider Four	Security Agreement
Rider Five	Condition of Premises/Landlord's work

ARTICLE 2 – DEFINITIONS

In addition to any other terms whose definitions are fixed and defined by this Lease, each of the following defined terms, when used in this Lease with an initial capital letter, shall have the meaning ascribed to them in this Section 2:

2.1 **"Additional Rent"**
Shall mean all sums other than Base Rent due from Tenant to Landlord pursuant to the terms and conditions of this Lease, as provided in Section 5.4, including the Additional T.I. Rental Payment.

2.2 **"Base Rent"**
Shall have the meaning ascribed thereto in Section 5.1.

2.3 **"Common Area(s)"**
Shall mean and include only those areas intended to serve the Commercial Component consisting of the on ground parking areas, driveways to and from the parking areas, landscaping, and the outdoor patio located next to the Commercial Component and shall specifically exclude those facilities and amenities designed to serve solely the Residential Component such as the parking garage, swimming pool, meeting rooms, and exercise facilities.

2.4 **"Common Area Maintenance Charges"**
Tenant agrees to pay its Proportionate Share of Landlord's actual Common Area Maintenance Charges based on the square footage of the stipulated Premises Floor Area (excluding the 600 square foot patio) to compensate the Landlord for expenses incurred in the operation, repair, insurance, maintenance, Taxes, insurance and management of the Common Areas (the "Common Area Maintenance Charge"). Tenant's Proportionate Share of Common Area Maintenance Charges shall not exceed in the first Lease Year eight dollars ($8.00) per square foot of the stipulated Premises (excluding the 600 square foot patio). In addition, Tenant's Proportionate Share of Common Area Maintenance Charges shall never increase by more than three (3.0%) percent per year on a non-cumulative basis.

Notwithstanding the foregoing, Common Area Maintenance Charges shall not include:

(i) costs and expenses incurred by Landlord that are considered capital expenditures, under generally accepted accounting principles, but such cost and expense shall be depreciated or amortized according to generally accepted accounting principles over their useful life for federal income tax purposes but as to such capital expenditures, Landlord agrees that the costs therefor shall be amortized (up to a maximum amortization or depreciation period of five (5) years) and only the current years amortization or depreciation shall be included in Common Area Costs;

(ii) cost of performing additions, alterations, repairs, improvement or individual services for a particular tenant as contrasted to tenants in general including without limitation attorney's fees in enforcement of rights, negotiations of leases, brokerage commissions, rent concessions and build-out allowances;

(iii) interest on debt or amortization payments, or increases in interest or debt, on any mortgages and rental under any ground or underlying lease or changes in deeds of trust or any other debt for borrowed money in connection with the purchase, refinancing or original construction of the Shopping Center;

(iv) attorney's fees relating to the enforcement of lease agreements, brokerage fees or commissions, and advertising fees which pertain to the leasing of space within the Shopping Center;

(v) any items for which Landlord is reimbursed by insurance or condemnation awards;

(vi) advertising and promotional expenditures;

(vii) any expense resulting from the gross negligent acts or omissions of Landlord, its agents, servants or employees;

(viii) any costs for which Landlord is reimbursed by tenant(s) of the Shopping Center (other than as part of such other tenant's proportionate share of Common Area Costs);

(ix) professional fees incurred by Landlord in the preparation of leases or in disputes with tenants of the Shopping Center;

(x) rents under any ground lease or any other underlying lease wherein Landlord is the lessee;

(xi) interest or principal payments on any financing for the Shopping Center;

(xii) any penalties incurred as a result of Landlord's late payment of any bill and any debt loss, rent loss or reserves for bad debt or rent loss;

(xiv) any cost representing an amount paid for first class services and/or materials to a related person, firm, or entity to the extent such amount exceeds the amount that would be paid for such first class services and/or materials at the then existing market rates to an unrelated person, firm, or entity;

(xv) costs and expenses associated with the cleanup of any Hazardous Substances required by law to be removed or neutralized

Partial lease years shall be prorated accordingly.

2.5 **"Event of Default"**
Shall have the meaning ascribed hereto in Section 15.1.

2.6 **"Execution Date"**
Shall mean the date that the last of Landlord or Tenant executes this Lease.

2.7 **"Improvements"**
Shall mean the interior, non-structural elements of the Premises, including, but not limited to, the following: the ceiling system and light fixtures suspended from the roof; awnings; interior and partition walls; the finish or wall coverings applied to the interior surfaces of exterior walls or demising (i.e., party) walls; the glass, glazing, doors, windows and components thereof; floor coverings (i.e., carpet or tile), but not the slab or structural components thereof; and gas, electric, fire sprinkler, telephone, water, plumbing, heating, ventilation, and air conditioning lines, pipes, conduits, ducts, connections, meters, systems, and equipment which directly and exclusively serve the Premises (as opposed to such equipment, facilities, or systems which serve the Premises with other Common Areas constructed in the Property designed to serve the Commercial Component) except to the extent such systems or utilities are embedded within structural components of the Premises.

2.8 **"Initial Term"**
Shall mean the period of time defined in Section 1.1(f) which shall begin on the Rent Commencement Date defined in Section 1.1(r).

2.9 **"Initial Year"**
Shall mean the first Lease Year of this Lease, and shall include any period of time between the Rent Commencement Date and the first day of the month immediately following the Rent Commencement Date.

2.10 **"Landlord's Building(s)"**
Shall mean all the buildings located within the Property, the size of same shall be Landlord's best estimate of the number of leasable square feet of area in the Property. Landlord shall have the sole right to adjust this estimate from time to time due to the addition, removal, or alterations to the Property.

2.11 **"Lease"**
Shall mean this agreement, including all exhibits, riders, amendments, or addenda, all of which are incorporated herein and made a part hereof.

2.12 **"Lease Year"**
Shall mean each successive twelve month period of the Term, commencing on the Rent Commencement Date (or if the Rent Commencement Date shall occur other than on the first day of a calendar month, then on the first day of the next succeeding calendar month) and on each anniversary thereof.

2.13 **"Pass-Through Charges"**
Shall mean the Tenant's Proportionate Share of Common Area Maintenance Charges as defined herein.

2.14 **"Permitted Transfer"**
Shall have the meaning ascribed thereto in Section 11.4.

2.15 **"Permitted Use"**
Shall have the meaning ascribed thereto in Section 4.1.

2.16 **"Possession Date"**
Shall mean the later of the Execution Date or the date the Landlord delivers possession of the Premises to Tenant. Landlord anticipates that the Premises will be delivered around the second quarter of 2018 but makes no representations as to an exact date of delivery; provided, if the Landlord does not deliver the Premises to Tenant with Landlord's completed Work by May 31, 2019, Tenant, at its option, may terminate this Lease.

2.17 **"Premises"**
Shall mean the portion of the Property leased to the Tenant pursuant to this Lease which is identified in Exhibit A, the address of which is set forth in Section 1.1(c).

2.18 **"Premises Floor Area"**
The number set forth in Section 1.1(d), exclusive of the Terrace space, which Landlord and Tenant hereby agree is the area of the Premises, which shall be conclusive for the purpose of all calculations made based on same under the terms of this Lease, regardless of the actual measurements of the Premises.

2.19 **"Property"**
Shall mean all land and all buildings and Common Area, as currently existing or hereafter constructed owned or controlled through by Landlord and contiguous with the Premises or, if not contiguous, otherwise benefiting or serving, either directly or indirectly, the Premises, or the Residential Component which may from time to time be expanded or contracted.

2.20 **"Renewal Term"**
Shall have the meaning ascribed thereto in Section 3.2

2.21 **"Rent"**
Shall mean the aggregate of all Base Rent, Additional Rent and all other amounts, liabilities and obligations, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof due from the Tenant to Landlord pursuant to this Lease. Tenant shall pay all sales tax due on all Rent collected, which sales tax is currently 6.8%.

2.22 **"Rent Commencement Date"**
Shall have the meaning ascribed thereto in Section 3.1.

2.23 **"Rules and Regulations"**
The Rules and Regulations attached as Exhibit B, as they may be supplemented or amended from time to time by Landlord, as set forth in Section 4.4.

2.24 **"Security Deposit" shall have the meaning set forth in section 5.7**

2.25 **"Special Stipulations"**
Shall mean any terms and conditions included on an attached Exhibit D to this Lease as described in Section 1.1(q).

2.26 **"Taxes"**
Shall mean all real estate, personal property and other ad valorem and non-ad valorem taxes, water and sewer charges, fire, rescue and emergency medical services and similar fees and any other levies, charges, fees, impositions, local improvement rates and assessments whatsoever assessed or charged against the Property, the equipment and the improvements therein contained (all of the above being ordinary, extraordinary, general, special or otherwise), or any part thereof, by any lawful taxing authority and including any amounts assessed or charged in substitution for or in lieu of any such taxes, excluding only income, franchise, inheritance or capital gains tax, to the extent such taxes are not levied in lieu of any of the foregoing against the Property or Landlord.

2.27 **"Tenant's Proportionate Share"** Shall be defined as 14.79% determined by dividing the square footage of the Premises Floor Area by 18,946 square feet and multiplying the product thus obtained by six percent (6%).

2.28 **"Term"** Shall mean the Initial Term together with any Renewal Term

ARTICLE 3 – TERM

3.1 **Initial Term; Rent Commencement Date**

The initial term (the "Initial Term") of this Lease shall commence on the date specified in Section 1.1(r) (the "Rent Commencement Date") and shall continue for the Term set forth in Section 1.1(f). The parties hereto acknowledge that certain obligations under various provisions hereof may commence prior to the Rent Commencement Date; e.g., provisions regarding construction, indemnification, liability insurance, etc., and the parties agree to be bound by these provisions prior to commencement of the Initial Term.

3.2 **Option to Renew**

Tenant shall have and is hereby granted the option to extend the Term as stated in section 1.1(g) (the "Renewal Term(s)") upon the same terms, covenants, conditions and Rent as set forth herein, subject to adjustments to the Base Rent described in Section 5.2 below; provided that Tenant is not in default of the Lease at the time of exercise of each renewal option, nor in default on the date of commencement of each Renewal Term. Tenant may exercise each renewal option by giving written notice to Landlord not less than six (6) months prior to the expiration of the Initial Term or the current Renewal Term. Should Tenant fail to give Landlord such timely written notice during the required period, all remaining rights of renewal shall automatically expire.

3.3 **Condition**

Tenant acknowledges that Landlord shall deliver Premises to Tenant on the Possession Date that except for the condition required by Rider Six and Landlord's Work as defined herein.,he Premises are delivered in "AS IS WHERE IS CONDITION WITH ALL FAULTS". Tenant shall have total responsibility for the entire build out except for limited obligations of the Landlord as set forth in Rider Six and the provisions of this Lease. Landlord makes absolutely no other representation and/or warranties. Landlord shall, at its expense, replace and/or repair as necessary, all structural problems and all mechanical, electrical and plumbing installed by Landlord (exclusive of HVAC units) during said warranty period not caused by Tenant's negligence. Tenant represents and warrants that, by leasing the Premises, Tenant has examined and approved all things concerning the Premises, which Tenant deems material to Tenant's leasing and use of the Premises.

3.4 **Alterations and Additions**

Tenant shall not make or allow to be made any alterations, additions or Improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, which may be withheld or conditioned at Landlord's sole discretion. Any alterations, additions or Improvements to or of said Premises, including but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the Premises and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or Improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense and in compliance with all applicable law. Upon the expiration or sooner termination of the Term hereof, Tenant shall upon written demand by Landlord, given on or before the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or Improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

3.5 **Quiet Possession**

Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions of Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Term hereof, subject to all the provisions of this Lease, without non-disturbance by Landlord or any party claiming by or through Landlord.

3.6 **Holding Over**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof with the express written consent of Landlord, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover the Rent payable under this Lease by such tenant at sufferance shall be 150% of the last monthly Base Rent and Additional Rent together, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

ARTICLE 4 – USE AND OPERATION OF PREMISES

4.1 **Use**

Tenant shall use the Premises solely as a Latin Themed Restaurant and Bar and shall not use or permit the Premises to be used for any other purpose and shall conduct business in the Premises solely under the trade name specified in Section 1.1(a), without the prior written consent of Landlord. Tenant is aware that the Demised Premises are adjacent to Landlord's residential apartment complex and agrees that it will keep noise and odors originating from the restaurant to a minimum so as not to unreasonably disturb the residential tenants. Landlord at its option may install a noise meter in or about Tenants bay and Tenant agrees to abide by reasonable restrictions imposed by Landlord with respect to the noise decibels as well as controls imposed by Landlord as to cooking odors, smells and smoke .All garbage shall be removed daily from the restaurant and placed in closed plastic bags in dumpsters. Back flow preventers will be installed in the kitchen sink and bathrooms.

4.2 **Prohibited Uses**

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the Permitted Use of the Premises as set forth in Section 1.1(l) or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall not use the Premises for any purpose which generates an obnoxious odor or smell which can be detected outside the Premises.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

4.3 **Compliance with Law**

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may be hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises excluding structural changes not related to or affected by Tenant's Improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Landlord warrants and represents that the Property complies with the Americans with Disabilities Act ("ADA"). It shall be the responsibility of the Landlord to comply, at Landlord's sole expense, with the ADA as to any portion of the Property outside of the Premises, and it shall be the responsibility of the Tenant to comply, at Tenant's sole expense, with the ADA as to the inside of the Premises.

4.4 **Rules and Regulations**
Tenant shall faithfully observe and comply with the Rules and Regulations as listed in Exhibit B throughout the term. Landlord reserves the right to adopt additional Rules and Regulations, or amend any existing Rules and Regulations, which shall be deemed incorporated herein as of the date of notice to Tenant setting forth such additional or amended Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any said Rules and Regulations by any other tenants or occupants.

4.5 **Hazardous Substances**
Tenant will not generate, store, use, handle, discharge, or release hazardous waste materials on the Premises contrary to applicable law. Tenant agrees to save harmless, defend, and indemnify Landlord against all losses resulting from any storage, use, release or disposal of hazardous waste materials on the Premises by Tenant, including but not limited to court costs, attorney fees, fines, forfeitures, clean up expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity agreement shall continue in full force and effect after termination of this Lease. The term "hazardous waste materials" includes all chemicals, substances, and materials which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency, and shall include without limitation asbestos, polychlorinated-biphenyls, and petroleum derived substances. Landlord represents and warrants that as of the time that Landlord delivers the Premises to Tenant, the Premises and Property shall be free of Hazardous Substances.

4.6 **Displays**
Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

4.7 **Continuous Operation**
Within thirty (30) days after the Rent Commencement Date, and continuing for the Term of this Lease, Tenant shall open to the public for business and continuously operate its business, fully stocked and staffed, in a manner consistent with reputable business standards and practices, during ordinary business hours (at minimum during the hours of 11:00 a.m. through 5:00 p.m., Monday through Saturday) at its sole cost and expense. Tenant shall not keep the Premises open and operational beyond 11:00 P.M. Sunday through Thursday or after 12:01 A.M. on Friday or Saturday nights, provided, Tenant will abide by the provisions of Paragraph 12 on Exhibit B, Tenant fully acknowledges Landlord owns the adjacent residential complex and unreasonable noise from the Demised Premises will interfere with quiet enjoyment of Landlord's guests and Tenants.

4.8 **Exclusive Use**. Landlord agrees that it will not lease any other space in Landlord's Building to a restaurant with more than 25% of its menu dedicated to Latin Cuisine.

ARTICLE 5 – RENT AND SECURITY DEPOSIT

5.1 **Base Rent**
Tenant agrees to pay to Landlord as Rent, without notice, demand, or offset, the amount of Base Rent set forth in Section 1.1(h), in advance on or before the first day of each and every successive calendar month during the Term hereof. If the Rent Commencement Date is other than the first day of the month, the Base Rent for such partial month shall be due and payable on the first day of the following month and shall be prorated at the Base Rent rate applicable to the first full month of the term. Notwithstanding the foregoing, the prepaid rent shall be paid upon execution of this Lease.

5.2 **Adjustment to Base Rent**
Tenant's annual Base Rent shall adjust from time to time as described in Section 1.1 (i)

5.3 **Sales or Privilege Tax**
Tenant shall pay all sales and privilege taxes imposed upon the privilege of leasing or renting real property, or imposed upon or calculated based upon the Base Rent payable hereunder, by any city, county, state, or federal taxing authority, which amount shall be added to each of the installments of Base Rent.

5.4 **Additional Rent**

Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as Additional Rent, any other amounts (other than Base Rent) for which Tenant is liable to Landlord hereunder, including but not limited to Common Area Maintenance Charges and sales or privilege tax. Additional Rent shall be due and payable by Tenant to Landlord, together with all applicable sales taxes thereon, if any, simultaneously with the next succeeding monthly installment of Base Rent.

5.5 **Payment of Rent**

All Base Rent, Additional Rent and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord. All such Rent and other sums shall be paid to Landlord in legal tender of the United States in accordance with Section 1.1(n).

5.6 **Past Due Rent and Late Charges**

Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five days after said amount is due, then Tenant shall pay to Landlord a late charge equal to five (5%) percent of such overdue amount, plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

5.7 **Security Deposit**

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the Security Deposit in the amount set forth in the Section 1.1(k). Said Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Security Deposit is so used or applied, Tenant shall, within five days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty days following expiration of the Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said Security Deposit to Landlord's successor in interest. If there are no uncured defaults as of the 60th month of this Lease, measured from the Rent Commencement Date, the Security Deposit shall be credited by Landlord against the Rental Obligations due on the sixty first (61st) month of this Lease measured from the Rent Commencement Date.

5.8 **Reporting**

Tenant shall furnish to Landlord, within thirty (30) days after the end of each Lease Year, a complete statement, certified by Tenant (or an authorized officer if Tenant is a corporation), of the amount of Gross Sales made from the Premises during such Lease Year.

ARTICLE 6 – TAXES AND ASSESSMENTS

6.1 **Taxes** . Are included in Section 2.4 charges.

ARTICLE 7 – UTILITIES

7.1 Tenant's Obligations

Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon, along with any repairs and maintenance beginning at the meter and into the Premises. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises, including all repairs and maintenance. Tenant shall be responsible for any deposits with the utility company servicing the Premises. Tenant shall arrange for, at Tenant's sole expense, regular janitorial service to the Premises.

7.2 Pest Control

Tenant shall arrange for, at Tenant's sole expense, regular pest control service for the Premises.

ARTICLE 8 – INSURANCE AND HOLD HARMLESS

8.1 Insurance by Tenant

Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

(a) Property Insurance. A policy of insurance upon Tenant's Improvements and personal property against loss or damage by hazard insured either under the broadest possible "all-risk" or "Special Form" policy, but at least as broad as ISO CP 1030, including collapse, vandalism, boiler and machinery, plate glass, signage, doors and windows, and sprinkler leakage, in an amount equal to one hundred percent (100%) of the full replacement cost thereof.

(b) Liability Insurance. A policy of comprehensive public liability insurance insuring Landlord, Landlord's property manager, and at Landlord's request Landlord's mortgagee, and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto together with a list identifying the Premises as a covered property and a schedule of values. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Such insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall be endorsed to name Landlord, Landlord's property manager, and at Landlord's request, as additional insureds.

(c) Minimum General Liability Insurance Coverage. $1,000,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than $1,000,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least $250,000.00.

(d) Carriers and Features. Insurance required hereunder shall be in companies rated A: XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage without 30 days' notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

(e) Tenant's Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord::(aa) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of not less than Two Million Dollars ($2,000,000) with respect to personal injury or death, and One Million Dollars ($1,000,000) with respect to property damage; and (bb) Workmen's Compensation or similar insurance in form and amounts required by law; and (cc)Performance Bond and a Performance Payment Bond in the amount of the work to be performed by Tenant, which bonds shall contain a rider naming Landlord and its Lender(s) as joint obliges.

8.2 Waiver of Subrogation

As long as both of their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

8.3 Increase of Premiums

If, by reason of Tenant's use or occupation of the Premises or the keeping or maintenance of the Improvements or personal property, the insurance rate to Landlord for the Premises or the Property shall increase, then Tenant shall be responsible for paying the increased cost, and such payment shall be considered Additional Rent and be due and payable upon demand by Landlord. Tenant shall not use, or permit the use of, the Premises in any manner that would violate any requirement of any policy of insurance held by Landlord.

8.4 Hold Harmless.

Tenant shall indemnify and hold harmless Landlord and Landlord's shareholders, directors (if Landlord is a corporation) members (if Landlord is a limited liability company), officers, employees, and agents (collectively the "Indemnified Parties") against and from and shall compensate and reimburse the indemnified parties for any and all losses, liabilities, claims, damages, and expenses (including without limitation reasonable attorneys' fees and costs) (collectively "Losses") arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless the Indemnified Parties against and from, and compensate and reimburse the indemnified parties for any and all Losses arising from any breach or default the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorney's fees, losses, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excluding however any Losses to the extent arising from the negligence or willful acts of malfeasance of Landlord. In case any action or proceeding is brought against any of the Indemnified Parties by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence or willful acts of malfeasance, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises. Neither Landlord nor its agent shall be liable for any loss or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Landlord's Buildings or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence or willful acts of malfeasance of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

ARTICLE 9 – REPAIRS

9.1 Repairs by Tenant

Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any entrance to the Premises (including plate glass), doors, window casements, glazing, and plumbing, pipes, electrical wiring and conduits exclusively servicing the Premises, and any HVAC systems serving only the Premises. Tenant shall replace light bulbs in the Premises. Tenant shall obtain a service contract for repairs and maintenance of any HVAC systems serving only the Premises, which maintenance contract shall conform to the requirements under the warranty, if any, on said systems. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Specifically but not by way of limitation, Tenant shall not use or utilize the plumbing fixtures or systems installed in or serving the Premises for any purpose other than for such purposes for which they are intended, and no substance other than substances intended to be disposed of in such plumbing shall be deposited therein. Tenant shall bear the sole expense of correcting any violation of the immediately preceding sentence.

9.2 Repairs by Landlord

Notwithstanding the provisions of Section 9.1 above, Landlord shall repair and maintain the structural portions of the Property, including the exterior walls and roof, unless the need for such maintenance and repairs is caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Section 10 hereof, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance nor or hereafter in effect

9.3. Leasehold Improvements, Property All leasehold improvements installed in the Premises shall remain the property of Landlord and shall not be removable at any time, including upon the expiration of the Term. Landlord is hereby granted the benefit of any applicable lien on Tenant's property located in or on the Premises as may be permitted under the laws of Florida to secure the performance of Tenant's obligations and this Lease shall be deemed to be a security agreement. Tenant shall not remove or permit the removal of its property until the lien has been removed and all defaults under this Lease have been cured. If tenant is in default, Landlord shall be entitled to pursue such remedies and institute such actions and proceedings to enforce such lien as are permitted by law. Upon demand by Landlord, Tenant will execute UCC Financing Statements pertaining to all property on the Premises as well as the Security Agreement appended hereto as Rider 4. Landlord agrees to subordinate its security interest to institutional financing to be procured by Tenant, provided said financing is not excessive and the proceeds are utilized to improve, fit-out, supply or furnish the Demised Premises.

ARTICLE 10 – CASUALTY AND CONDEMNATION

10.1 Eminent Domain

If more than 25% of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right at its option, within 60 days after said taking, to terminate the Lease upon 30 days written notice. If either less than 25% of the Premises shall be so taken or appropriated (or more than 25% of the Premises are so taken or appropriated and neither party elects to terminate as herein provided), the Base Rent thereafter to be paid shall be equitably reduced. If any part of the Property other than the Premises may be so taken or appropriated, Landlord shall within 60 days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. Tenant may pursue its own claim against the condemning authority for its personal property, moving and relocation expenses.

10.2 Reconstruction Covered by Insurance

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall materially interfere with the business carried on by the Tenant in the Premises, as determined by the Landlord in its reasonable discretion. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of Rent.

10.3 Reconstruction Not Covered by Insurance

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than 10% of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of 10% or more of the full replacement cost then Landlord shall have the option to: (1) repair or restore such damage, this Lease continuing in full force and effect, but the Rent to be proportionately reduced as herein above in this Section, or (2) give notice to Tenant at any time within 60 days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than 30 days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Base Rent, reduced by a proportionate reduction based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, and Additional Rent shall be paid up to date of said such termination.

10.4 Limitation on Reconstruction

(a) Notwithstanding anything to the contrary contained in this Lease, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twenty four months of the Initial Term of this Lease or any extension thereof.

(b) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any Improvements, fixtures, or other personal property of Tenant

ARTICLE 11 – ASSIGNMENT, TRANSFER AND SUBLETTING

11.1 Transfers Prohibited Without Consent

Tenant shall not without the prior written consent of Landlord, which consent may not be unreasonably withheld, delayed or conditioned, either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, Tenant shall not sublet the said Premises or any part thereof or mortgage, pledge, hypothecate or encumber this Lease in any way, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof. In determining whether (or not) to grant its consent, Landlord shall have the right to request from any potential assignee or subtenant such financial and operational information as Landlord shall determine in order to reasonably satisfy itself that a potential assignee or subtenant and guarantor(s) have suitable experience and financial strength. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease; provided, if the new tenant provides a personal guaranty from one or more of its principals reasonably acceptable to Landlord for $100,000 for no less than the next two (2) years, then, in such event, the original Tenant and Guarantors shall be released from further liability. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease. Except as provided herein, notwithstanding an assignment of said Lease, the personal guaranty of Tenant's principals shall remain in effect for the balance of the then applicable Guaranty term.

11.2 Administrative Fee

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord a fee of Five Hundred Dollars ($500.00) to cover costs incurred by Landlord in connection with the processing of documents necessary to giving of such consent.

11.3 **Excess Rent**

In the event Tenant shall assign or sublease the Premises or its interest in this Lease for an amount in excess of the Base Rent stipulated herein, such excess rent shall be deemed to be Additional Rent due and owing Landlord and be payable in accordance with the terms and conditions of this Lease.

ARTICLE 12 – ENTRY BY LANDLORD

Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Property of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of Rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE 13 – COMMON AREAS

13.1 **Use**

Tenant, for the use and benefit of Tenant, its agents, employees, customers and licensees, shall, subject to the rights of tenants in the Property having the exclusive right to use certain portions of the Common Areas and automobile parking areas, have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers and licensees, to use said Common Areas and parking areas (but specifically excluding the parking garage, which is designated for the exclusive use of the Residential Component) during the entire Term, or any extension thereof, for ingress and egress, and automobile parking. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said Common Area and parking areas. Such rules may include but shall not be limited to the following: (i) the restricting of employee parking to a limited, designated area or areas, and (ii) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Landlord shall have the right to alter the Common Area and/or automobile parking areas from time to time. Notwithstanding the foregoing, Landlord shall provide Tenant, its customers, employees and contractors with free parking within the building's multi-level parking structure. Landlord feels reasonably certain that the parking should be adequate to meet Tenant's business needs but in no event shall available parking be less than that required by code.

13.2 **Landlord's Responsibility**

Landlord shall keep the automobile parking and Common Area which are a part of the Property in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and Common Area shall be charged and prorated in the manner as set forth in Section 5.5 hereof. Landlord shall provide Tenant's owners, employees, customers and contractors with free parking within Landlord's building.

ARTICLE 14 – LANDLORD'S INTEREST NOT SUBJECT TO LIENS

14.1 **Liens, Generally**

14.2 **Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Tenant will provide to Landlord, at Tenant's sole cost and expense, a payment and performance bond in an amount equal to the contract amount for the cost of any Improvements, additions or alterations in the Premises which the Tenant desires to make, to insure Landlord and its Lender against any liability for construction and materialmen's liens and to insure completion of the work.**

14.3 **Construction Liens**

No construction liens shall be placed against the Landlord's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes, or local law that would take precedent. Tenant agrees to promptly pay or bond any liens, and further agrees to indemnify and save harmless the Landlord from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefore be with or without merit or valid or invalid. Further, the Tenant agrees to promptly notify any contractor making any Improvements to the Premises of the provisions of this Lease contained in this paragraph. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, or local law that would take precedent, as amended. Landlord may require a memorandum of lease be filed specifying that no liens are to attach to the Demisd Premises, and limiting any notice of commencement to the leasehold estate and further limiting the duration of any noticve of commencement to the expected time of Tenants build out.

ARTICLE 15 – DEFAULT

15.1 **Events of Default**

The occurrence of any one or more of the following events shall be an Event of Default hereunder and constitute a default and breach of this Lease by Tenant:

(a) The vacating or abandonment of the Premises by Tenant.

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder when due after written notice and Tenant's failure to cure such failure within five (5) days.

(c) The assignment, transfer, sublease, merger or encumbrance made or deemed to be made that is in violation of the terms and conditions of this Lease.

(d) The failure by Tenant to observe or perform any other covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, where such failure shall continue for a period of ten days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within said ten-day period and thereafter diligently prosecutes such cure to completion.

(e) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within 60 days), or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days.

(f) The death of Tenant or (during any guarantee period) any guarantor of Tenant's obligations hereunder; or the commencement of steps or proceedings toward the dissolution, winding up, or other termination of the existence of Tenant or of any guarantor of Tenant's obligations hereunder, or toward the liquidation of any of their respective assets.

(g) The occurrence of any other event described as a default elsewhere in this Lease, or any addendum or amendment hereto, regardless of whether such event is defined as an "Event of Default."

15.2 Remedies on Default

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent, Additional Rent and other charges called for herein for the balance of the Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired Term of this Lease. Unpaid installments of Rent or other sums shall bear interest from the date due at the maximum legal rate;

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover the Base Rent, Additional Rent and other charges as may become due hereunder;

(c) Declare the entire balance of Rents due and payable forthwith and maintain a distress proceeding, chattel lien foreclosure proceeding, or other proceeding for the recovery of the same and have in aid thereof, with or without notice, the appointment of a receiver, the writ of injunction, or such other remedies as may be necessary to secure the relief sought; or

(d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Property is located in.

(e) Landlord shall use commercially-reasonable efforts to mitigate damages in the event of a Tenant default.

15.3 Default by Landlord

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation, provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for performance than Landlord shall not be in default if Landlord commences performance within such 30 days period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default unless such default continues for ninety (90) days or more. Tenant's remedies shall be limited to damages and/or an injunction.

15.4 **Rights Cumulative**
No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

ARTICLE 16 – NOTICES

Any notice required or permitted to be given under this Lease must be given only by one of the following: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) reputable overnight courier service which provides written evidence of delivery, or (c) personal delivery; and addressed as follows:

TO LANDLORD:

Skye at Boynton Beach, LLC
Attn: Thomas Hayden
650 S. Northlake Blvd., Suite 450
Altamonte Springs, FL 32701

With Copy to:

Gerald J. Biondo, Esq.
Murai Wald Biondo & Moreno PLLC
1200 Ponce de Leon Blvd., Suite 600
Coral Gables, FL 33134

TO TENANT:

Pio PIO 3, LLC, LLC
Attention Raad Raad
2594 Maguire Rd, Suite 13
Ocoee, FL 34761

Tel (407) 883-8820

With Copy to:
Scott E. Johnson
Moran Kidd Lyons and Johnson P.A.
111 North Orange Avenue, Suite 900
Orlando Florida 32802-0472
Tel 407 841 4141

or such other address as may be designated by either party by written notice to the other. Except as otherwise provided in this Lease, every notice, demand, request or other communication shall be deemed to have been given or served upon actual receipt thereof. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

ARTICLE 17– SUBORDINATION, ATTORNMENT AND ESTOPPEL CERTIFICATE

17.1.1 Subordination

Tenant covenants and agrees that this Lease and the Tenant's rights hereunder shall be and is hereby made subject to and subordinate to all existing mortgages, deeds of trust, security interests and other rights of the Landlord's creditors secured by the Premises, as well as any such mortgages, deeds of trust, security interest and other rights of Landlord's creditors which may hereafter be created; provided, that Tenant's right to Quiet Possession of the Premises is not disturbed. The provisions of this paragraph shall be self-operative, but the Tenant covenants and agrees that it will, upon request of the Landlord, in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

17.2 Attornment

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

17.3 Estoppel Certificate

Tenant shall at any time and from time to time, upon not less than fifteen (15) days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the Rent and Additional Rent are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the date of commencement of Rent and expiration of the Term hereof, and (d) such other matters as Landlord. Landlord's purchaser, or Landlord's mortgagee may reasonably request. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the Property of which the Premises are a part.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

18.1 Signs

Tenant may affix and maintain upon the glass panes and supports of the Premises windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising, placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities, such approval not to be unreasonably withheld, delayed or conditioned. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the Property. Tenant shall, however, at its own expense, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with the signage criteria set forth on Exhibit C. Tenant must utilize the services of a sign company approved by Landlord for the installation of such sign.

18.2 Exhibits and Riders

Clauses, exhibits, riders and addendums, if any, affixed to this Lease are hereby made a part hereof.

18.3 Brokers

Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease, other than those listed in Section 1.1(o), to which a commission will be paid by Landlord, pursuant to a separate agreement. Each party hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder other than those listed in Section 1.1(o) resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

18.4 Waiver

The waiver by Landlord of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

18.5 Joint Obligation

If there is more than one Tenant the obligations hereunder imposed shall be joint and several.

18.6 Marginal Headings

The marginal headings and article titles to the articles of the Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

18.7 Time

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

18.8 Successors and Assigns

The covenants and conditions herein contained, subject to the provisions as to assignment, inure to the benefit of and are binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

18.9 Recording

Neither this Lease or a memorandum, short form or affidavit thereof, shall be recorded and to the extent the same is recorded or a memorandum is recorded in the public records it may be disregarded as being unenforceable.

18.10 Prior Agreements

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties herein.

18.11 Inability to Perform

This Lease and the obligations of each party hereunder shall not be deemed breached because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the other party except that the foregoing shall not apply to Tenant's obligation to pay Base Rent, Additional Rent or any other monetary obligation under the Lease.

18.12 Partial Invalidity

Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

18.13 Applicable Law

This Lease shall be governed by the laws of the State in which the Property is located in both as to interpretation and performance. Venue of any action brought hereunder shall lie in the county in which the Premises are located.

18.14 Attorney's Fees

In the event of any litigation arising out of this Lease, including without limitation appellate proceedings, bankruptcy cases, hearing and matters, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

18.15 Sale of Premises by Landlord

In the event of any sale of the Premises by Landlord (provided that Landlord transfers the Security Deposit to the new owner), Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

18.16 Radon Gas

Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18.17 Relationship of the Parties

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or anyone else.

18.18 Corporate Authority; Partnership Authority; Limited Liability Authority

If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation. Within 30 days after this Lease is executed by Tenant, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's board of directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership, each person signing this Lease for Tenant represents and warrants that he or she or it is a general partner of the partnership, and that he or she or it has full authority to sign for the partnership, and that this Lease binds the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within 30 days after this Lease is executed by Tenant, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership, or other evidence of partnership satisfactory to Landlord. If Tenant is a limited liability company, each person signing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the company. Within 30 days after this Lease is executed by Tenant, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's members authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord.

18.19 Tenant's Financial Condition

Within 10 days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any guarantor of Tenant. In addition, Tenant shall deliver to any prospective buyer or lender designated by Landlord any financial statements reasonably required by such lender to facilitate the sale, financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential, and shall be used only for the purposes set forth in this Lease.

18.20 Deliveries

Landlord reserves the right to reasonably regulate the activities of Tenant in regard to deliveries to and servicing of the Premises, and Tenant agrees to abide by such further regulations of Landlord. Rear deliveries may be made at any time during the day.

18.21 Waiver of Jury Trial

In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either party against the other and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

18.22 **Leasehold Improvements, Property.** All leasehold improvements installed in the Premises shall remain the property of Landlord and shall not be removable at any time, including upon the expiration of the Term. Landlord is hereby granted the benefit of any applicable lien on Tenant's property located in or on the Premises as may be permitted under the laws of Florida to secure the performance of Tenant's obligations and this Lease shall be deemed to be a security agreement. Tenant shall not remove or permit the removal of its property until the lien has been removed and all defaults under this Lease have been cured. If tenant is in default, Landlord shall be entitled to pursue such remedies and institute such actions and proceedings to enforce such lien as are permitted by law. Upon demand by Landlord, Tenant will execute UCC Financing Statements pertaining to all property on the Premises. Landlord agrees to subordinate its security interest to institutional financing to be procured by Tenant, provided said financing is not excessive and the proceeds are utilized to improve the Demised Premises.

18.23 **Impact Fees.** Landlord shall be responsible for and pay all impact fees and governmental assessments made in relation to the Property or Premises and such fees and assessments shall not be Common Area Maintenance charges passed through to Tenant.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first above written.

LANDLORD:

SKYE AT BOYNTON BEACH, LLC, a Florida limited liability company

Signed, sealed and delivered in the presence of:

(Print Name) Darlene D. Mahaffe

(Print Name) Callum King
Two Witnesses

By: Thomas J Hayeen
Name: Thomas J Hayeen
As its: V.P.

[CORPORATE SEAL]

TENANT:

PIO PIO 3, LLC
Florida limited liability company

Signed, sealed and delivered in the presence of:

(Print Name) JUNE M. RECKERT

(Print Name) Scott E. Johnson
Two Witnesses

By:
Name: OLGA RAAD
As its: MANAGER
Social Security #: 768-05-4747
DL ST & #: FL R300-648-66-517-0

[CORPORATE SEAL]

EXHIBIT A



2 KEY PLAN
SCALE: 1/64"=1'-0"

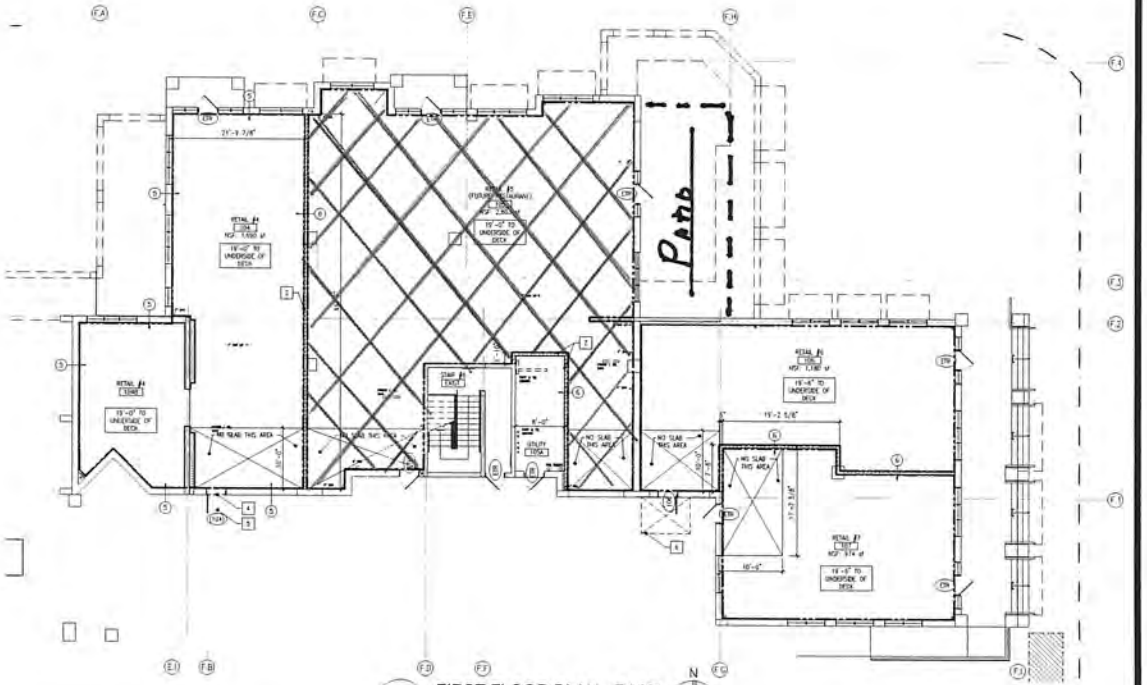
N

Exhibit A

Pio Pio Premises

TENANT BUILD-OUT

(FUTURE RETAIL):
DELIVERED IN VANILLA BOX CONDITION PER LEASE WITH SLAB READY FOR RETAIL (MERCANTILE USE) TENANT WITH UTILITIES STUBBED IN.



1 FIRST FLOOR PLAN - EAST
SCALE: 1/8"=1'-0"

N

CODED NOTES

1. ADD 5/8" TYPE 'X' DRYWALL TO EXISTING TENANT DEMISING WALL - 1 HOUR RATED.
2. NEW 1 HOUR RATED TENANT DEMISING WALL WHERE THE STEEL STUDS ARE TO CARRY ANY TENANT REQUIRED WALL MOUNTED EQUIPMENT. THE COSTS TO REINFORCE THE WALL TO CARRY THE ADDITIONAL LOADS TO BE BORNE BY TENANT.
3. REMOVE WALL.
4. REMOVE WALL AS REQUIRED FOR NEW DOOR/DOORWAY. VERIFY LOCATION WITH TENANT.
5. NEW DOOR BY TENANT.
6. ADJUST GRADE TO NEW DOOR.

PLAN LEGEND:

- WALL TO BE REMOVED
- EXISTING ITEMS TO REMAIN
- NEW PARTIAL HEIGHT WALL. REFER TO WALL TYPES
- NEW CMU SIDE WALL. REFER TO WALL TYPES
- REFER TO WALL TYPES ON A5.11
- EXISTING DOOR TO REMAIN
- NEW DOOR. REFER TO DOOR SCHEDULE

NOTE: DIMENSIONS ARE FROM THE FACE OF FINISHED EXISTING WALL AND/OR FACE OF NEW METAL STUD

GRAPHIC SCALE: 1/8" = 1'-0"

K2M
Architecture, Engineering
Interior Design
Asset Management &
Specialty Consulting
Key Largo, FL
Key West, FL
Manitou, FL
URL: www.k2minteract.com
FIRM REG: AA26001204

Seal

CONSULTANTS:
MP ENGINEERING
SGM ENGINEERING

500 OCEAN - RETAIL SPACE
101 SOUTH FEDERAL HIGHWAY
BOYNTON BEACH, FL 33435

LECESSE DEVELOPMENT CORPORATION
1599 S. Northlake Blvd., Suite 450, Altamonte Springs, FL 32701

Drawing Size: ARCH D | Project #: 1625
Drawn By: TSP | Checked By: KAT

Title: FIRST FLOOR PLAN EAST

Sheet Number: A2.1.2

Date: 8/30/19

"THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C."

EXHIBIT B

RULES AND REGULATIONS

1. Sidewalks, halls, passages, exits, entrances, elevators, and stairways shall not be obstructed by Tenants or used by them for any purpose other than for ingress and egress from their respective premises. The halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of such Tenant's business unless such persons are engaged in illegal activities. No Tenant, and no employees or invitees of any Tenant, shall go upon the roof of the Building, except as authorized by Landlord.

2. No sign, placard, picture, name, advertisement or notice, visible from the exterior of leased premises shall be inscribed, painted, affixed, installed or otherwise displayed by any Tenant either on its premises or any part of the Building without the prior written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, name, advertisement, or notice without notice to and at the expense of Tenant.

   If Landlord shall have given such consent to any Tenant at any time, whether before or after the execution of the Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of such Lease, and shall be deemed to relate only to the particular sign, placard, picture, name, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to any other such sign, placard, picture, name, advertisement or notice.

   All approved signs or lettering on doors and walls shall be printed, painted, affixed and inscribed at the expense of the Tenant by a person approved by Landlord.

3. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on the premises without the prior written consent of Landlord. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which might appear unsightly from outside Tenant's premises.

4. No Tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning same. No Tenant shall cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness of the premises, however, occurring, or for any damage done to the effects of any Tenant by the janitor or any other employee or any other person.

5. No Tenant shall obtain or maintain for use upon its premises coin-operated vending machines in its premises except from persons authorized by Landlord.

6. Each Tenant shall see that all doors of its premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before the Tenant or its employees leave such premises, and that all utilities shall likewise be carefully shut off so as to prevent waste or damage, and for any default or carelessness the Tenant shall make good all injuries and sustained by other Tenants or occupants of the Building of Landlord.

7. As more specifically provided in the Tenant's Lease of the premises, Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls.

8. No Tenant shall alter any lock or access device or install a new or additional lock or access device or any bolt on any door of its premises without the prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.

9. No Tenant shall make or have made additional copies of any keys or access devices provided by Landlord. Each Tenant, upon the termination of the Tenancy, shall deliver to Landlord all the keys or access devises for the Building, offices, rooms and toilet rooms which shall have been furnished the Tenant or which the Tenant shall have had made. In the event of the loss of any keys or access devices so furnished by Landlord, Tenant shall pay Landlord therefor.

10. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were constructed and no foreign substance of any kind whatsoever, including, but not limited to, coffee grounds shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant, who, or whose employees or invitees, shall have caused it.

11. No Tenant shall use or keep in its premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material or toxic or hazardous substances other than limited quantities necessary for the operation or maintenance of office equipment. No Tenant shall use any method of heating or air conditioning other than that supplied by Landlord.

12. No Tenant shall use, keep or permit to be used or kept in its premises any foul or noxious gas or substance or permit or suffer such premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be brought or kept in or about any premises of the Building.

13. All restaurant equipment shall be used in accordance with applicable health standards promulgated under the law. In addition the Landlord will comply with all federal, state and city laws, codes, ordinances, rules and regulations. Under no circumstances shall the premises be used for lodging.

14. Except with the prior written consent of Landlord, no Tenant shall sell, permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on any premises, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from any premises for the service or accommodation of occupants of any other portion of the Building, nor shall the premises of any tenant be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the premises of any Tenant be used for any improper, or reasonably objectionable purpose, or any business activity other than that specifically provided for in such Tenant's lease.

15. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation.

16. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes or other office equipment affixed to all premises shall be subject to the written approval of Landlord.

17. No Tenant shall install any radio or television antenna, loudspeaker or any other device on the exterior walls or the roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

18. No Tenant shall lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the Tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

19. No furniture, freight, equipment, materials, supplies, packages, merchandise, or other property will be received in the residential building or carried up or down the elevators of said residential building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by Landlord to be necessary to properly distribute the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of Tenant.

20. No Tenant shall place a load upon any floor of the premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. No Tenant shall mark, or drive nails, screws or drill into, the partitions, woodwork or plaster or in any way deface such premises or any part thereof, without prior approval from Landlord which approval will not be unreasonably withheld.

21. Each Tenant shall store all its trash and garbage within the interior of it premises. No materials shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in this area without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord may designate.

22. Canvassing, soliciting, distributing of handbills or any other written material and peddling in the Building are prohibited and each Tenant shall cooperate to prevent the same. No Tenant shall make room-to-room solicitation of business from other tenants in the Building.

23. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the rules and regulations of the Building.

24. Without the prior written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

25. Tenant shall comply with all energy conservation, safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

26. Tenant assumes any and all responsibility for protecting its premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the premises closed. Tenant recognizes and agrees that Landlord does not provide security services and Tenant accepts all risk of loss from burglary, robbery, vandalism and other unlawful acts by third parties.

27. The requirements of Tenants will be attended to only upon application at the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless given special instructions from Landlord, and no employees will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

28. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all Tenants of the Building.

29. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted. All such additional rules and regulations, however, shall apply to all Tenants uniformly in the Building.

30. All wallpaper or vinyl fabric materials which Tenant may install on painted walls shall be applied with a strippable adhesive. The use of nonstrippable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.

31. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to properly.

32. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.

These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any Lease.

EXHIBIT C

SIGNAGE REQUIREMENT

Tenant shall be required to identify the Premises with a sign. All such signs shall be subject to the requirements and limitations as outlined hereafter. While the sign criteria outlined hereafter will be generally accepted by the Landlord, given the architecture of the buildings each tenant space is unique and will require individual review as to placement and size of sign and Landlord and Tenant agree to work reasonably together to provide Tenant with signage as outlined below while respecting the architectural variances on the façade of the Building.

Approvals:

1. All signs must be in conformance with local sign ordinances and codes and receive written approval by the appropriate City or County. Tenant shall submit two (2) prints of its sign drawings and specifications for Landlord's written approval prior to fabrication and installation of sign. Such drawings shall show location of sign on storefront, or designated space, giving color, materials, attachment devices and construction details. A copy of the appropriate City or County approval must be provided to Landlord prior to installation of sign

2. Each Tenant shall be responsible for the costs of obtaining all permits for signs, and the manufacturing and installation of the sign consistency in signage throughout the center.

3. All approved, licensed sign vendors must submit required insurance to the Landlord prior to commencement of work.

Manufacturing:

1. All wiring, transformers, ballasts, and other necessary equipment shall be concealed within a raceway.

2. All work is to be performed in a workmanlike manner and approved by the Landlord. Installation must be done by a licensed contractor reasonably approved by Landlord.

3. Any damage to the fascia shall be repaired by Tenant and Tenant's expense and to the Landlord's satisfaction and approval.

4. No painting of any type is allowed on fascia.

5. Upon vacating the premises, Tenant shall remove their signs and restore fascia to original condition. This shall be at the Tenant's expense and to the satisfaction and approval of the Landlord.

Sign Location:

1. One sign per Tenant to be located on the fascia of the building on the building sign band (hereinafter referred to as "designated sign area").

2. Sign should be centered within total store frontage.

3. All copy and graphics must be located within the boundaries of the Landlord's "designated sign area".

Sign Styles:

1. All fascia signs shall be interior illuminated individually formed metal channel letters and graphics installed on a raceway.

2. Letters and graphics must be covered with acrylic faces. The raceway shall be painted to match the fascia of the building.

3. All canopy and graphics if allowed shall be internally illuminated with neon.

4. Channel letters consist of solid plastic or metal trip cap, returns .040 aluminum or greater, backs .040 aluminum or greater, concealed non-rusting hardware.

5. If all caps are used, letters shall not exceed 24" in height. If upper and lower case script style letters are used, capitals may be 28" and lower case may not exceed 22". Ascenders and decenders may not exceed a total of 32" high.

Sign Size:

1. Length of sign will be limited to 90% of Tenants sign panel.

2. No wall sign or supporting structure shall project more than 12 inches from the wall of the building.

General Requirements:

1. No flashing, moving, automated or audible signs.

2. No more than 3 colors allowed.

3. No more than two lines of letters and/or graphics.

4. No exposed conduit, transformers or other equipment including neon tubing or other lighting faculties.

5. Tenant signs must be kept clean and in good operating condition with regular maintenance to ensure safety and visibility.

RIDER ONE

WORK LETTER

This Work Letter shall set forth the terms and conditions relating to the design and construction of the "Tenant Improvements" (as defined below). This Work Letter is essentially organized chronologically and addresses the issues of the design and construction of the Tenant Improvements, in sequence, as such issues are expected to arise during the actual design and construction of the Tenant Improvements. All references in this Work Letter to "the Lease" shall mean the relevant portions of the Standard Form Lease to which this Work Letter is attached and of which this Work Letter forms a part, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portions of the Sections of this Work Letter. Capitalized terms used in this Work Letter and not otherwise defined in this Work Letter shall have the meanings ascribed to such terms in the Lease.

SECTION 1
TENANT IMPROVEMENTS

1.1 Tenant Improvement Allowance. Tenant shall be entitled to a one-time improvement allowance (the "Tenant Improvement Allowance") in the amount of up to Two Hundred Thousand Dollars ($200,000.00) , for the costs and expenses reasonably relating to the design and construction of Tenant's initial improvements to the Premises (the "Tenant Improvements"). A portion of the TI Allowance in excess of $100,000 shall be repaid by Tenant to Landlord over the first sixty (60) month term of the Lease commencing with the Rent Commencement Date, and is identified as the " Additional TI Rental Payment ". Notwithstanding anything to the contrary contained in this Work Letter, (a) if any portion of the Tenant Improvement Allowance is not used by Tenant within six (6) months following the Rent Commencement Date, such portion shall be deemed waived with no further obligation by Landlord with respect thereto, (b) in no event shall Landlord be obligated to make disbursements pursuant to this Work Letter in a total amount that exceeds the Tenant Improvement Allowance, (c) Tenant shall be responsible for and shall pay as an "Over-Allowance Amount" (as defined in section 3.31 belowany costs and expenses of the Tenant Improvements in excess of the Tenant Improvement Allowance, and (d) in no event shall Tenant be entitled to any abatement, credit, deduction, offset or other reduction against Rent for any unused portion of the Tenant Improvement Allowance. Notwithstanding anything else herein contained, no portion of the Tenant Improvement Allowance will be used for the payment of restaurant equipment or furniture unless it is actually installed on site and evidence of payment for the same is presented to Landlord. Tenant at its option may elect to take less than the $200,000 anticipated TI Allowance, which election must be made prior to the Rental Commencement Date, and in said event the amount of the TI Allowance in excess of $100,000 shall be repaid by Tenant to Landlord as part of rent (identified herein) based on sixty month amortization period, if Tenant takes the entire $200,000 then the Additional TI Rent Payment shall be $1,666.66 per month.

1.2 Disbursement of the Tenant Improvement Allowance. Subject to section 3.31 below the Tenant Improvement Allowance shall be disbursed by Landlord on a monthly basis ,each of which disbursements shall be made pursuant to Landlord's disbursement process which may include without limitation the use of AIA draw forms .The monthly draws shall be prepared by the General Contractor engaged by Tenant and before submitting to Landlord for payment must be approved in writing and certified as being true and correct in all material respects by the supervising architect engaged by Tenant. The draw request and architect certification shall be addressed to Tenant and Landlord. The Tenant Improvement Allowance will cover costs and expenses reasonably related to the construction of the Tenant Improvements, include, the following items, costs and expenses (collectively, the "Tenant Improvement Allowance Items"): (a) payment of the fees of the "Architect" and the

"Engineers" (as such terms are defined below), and payment of the fees incurred by, and the cost and expense of documents and materials supplied by, Landlord and Landlord's consultants in connection with the preparation and review of the "Construction Drawings" (as defined below); (b) the cost and expense of "Permits" for the construction of the Premises as described in paragraph 2.4 below ; (c) the cost and expense of any changes in the base, shell and core of the Premises and the Project required by the Construction Drawings; (d) the cost and expense of any changes to the Construction Drawings or Tenant Improvements required by Applicable Law; (e) the costs and expenses of the Tenant demising walls and public corridor walls and materials, if any, as designated by Landlord; and (f) furniture, fixtures and equipment to the extent installed in the Premises.

SECTION 2
CONSTRUCTION DRAWINGS

2.1 Selection of Architect/Construction Drawings. Tenant shall retain an architect/space planner designated by Landlord (the "Architect") to prepare the Construction Drawings and supervise construction of the demised premises as well as to approve all draw request of the General Contractor. Tenant shall also retain the engineering consultants designated by Landlord (the "Engineers") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life-safety and sprinkler work of the Tenant Improvements. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "Construction Drawings". All Construction Drawings shall comply with the drawing format and specifications as determined by Landlord, and shall be subject to Landlord's approval. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base Building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Construction Drawings as set forth in this Section 2, shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Applicable Law compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance that may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Tenant's waiver and indemnity set forth in the Lease shall specifically apply to the Construction Drawings.

2.2 Final Space Plan. Landlord and Tenant acknowledge and agree that the Final Space Plan is attached to the Lease as Exhibit A.

2.3 Final Working Drawings. On or before the date that is no later than twenty (20) days following the date of mutual execution of the Lease, Tenant, the Architect and the Engineers shall complete the architectural and engineering drawings for the Tenant Improvements, and the final architectural working drawings in a form that is sufficiently complete to allow subcontractors to bid on the work and to obtain all Permits (collectively, the "Final Working Drawings"), and shall submit the same to Landlord for Landlord's approval. Tenant shall make no changes, alterations or other modifications to the Final Working Drawings, the Approved Working Drawings (as defined below), any other Construction Drawings or the Tenant Improvements (any such change, alteration or other modification may be referred to herein as a "Change Order") without the prior written consent of Landlord, which consent may not be unreasonably withheld, delayed or conditioned, without limitation, if any such Change Order would, in Landlord's commercially-reasonable discretion:

2.3.1 materially delay substantial completion of the Tenant Improvements,

2.3.2 be of a quality lower than the quality of the Specifications,

2.3.3 require modification to any portion of the Project other than the Premises,

2.3.4 detrimentally affect any of the Project utilities, systems or structure, or the value, use or appearance of the Project,

2.3.5 interfere with the operations of any other tenant or occupant of the Project,

2.3.6 increase the cost or expense of operating the Project, or

2.3.7 violate any agreement or Applicable Law that affects the Building or binds Landlord, including, without limitation, the Lease.

2.4 Permits. Construction of the Tenant Improvements shall not commence until the Final Working Drawings have been approved by Landlord in accordance with the terms herein (the Final Work Drawings as so approved by Landlord may be referred to herein as the "Approved Working Drawings"). Tenant shall cause the Architect to promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow "Contractor" (as defined below) to commence and fully complete the construction of the Tenant Improvements (the "Permits"), and, in connection therewith, Tenant shall coordinate with Landlord in order to allow Landlord, at its option and as a Tenant Improvement Allowance Item, to take part in all phases of the permitting process and shall supply Landlord, as soon as possible, with all plan check numbers and dates of submittal and obtain the Permits as soon as possible. Notwithstanding anything to the contrary set forth in this Section 2.4, Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any Permit, including, without limitation, any certificate of occupancy (or its jurisdictional equivalent) and that the obtaining of the same shall be Tenant's responsibility; provided, that Landlord shall, in any event, cooperate with Tenant as a Tenant Improvement Allowance Item in executing Permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such Permit, and provided further that Landlord obtains the necessary permits and authorization for the Property and Building.

2.5 Time Deadlines. Tenant shall use its best, good faith efforts and all due diligence to cooperate with the Architect, the Engineers and Landlord to complete all phases of the Construction Drawings and the permitting process and to receive the Permits, and with Contractor for approval of the "Cost Proposal" (as defined below) as soon as possible, and, in that regard, shall meet with Landlord on a scheduled basis to be determined by Landlord, to discuss Tenant's progress in connection with the same.

SECTION 3
CONSTRUCTION OF THE TENANT IMPROVEMENTS

3.1 Contractor. The contractor that shall construct the Tenant Improvements shall be a contractor designated by Tenant and reasonably approved by Landlord. The contractor selected may be referred to herein as the "Contractor". Notwithstanding anything to the contrary contained in this Work Letter, Landlord may require any contractor, subcontractor and any other worker used in connection with this Work Letter to file a payment and performance bond.

3.2 Cost Proposal. After the Approved Working Drawings are signed by Landlord and Tenant, Tenant shall provide Landlord with a cost proposal in accordance with the Approved Working Drawings, which cost proposal shall include, as nearly as reasonably possible, the cost and expense of all Tenant Improvement Allowance Items to be incurred in connection with the construction of the Tenant Improvements (the "Cost Proposal"). Landlord shall approve and deliver the Cost Proposal to Tenant within three (3) business days after receipt of the same, and upon receipt of the same by Landlord, Tenant shall be released by Landlord to purchase

the items set forth in the Cost Proposal and to commence the construction relating to such items. The date by which Tenant shall approve and deliver the Cost Proposal to Landlord shall be known as the "Cost Proposal Delivery Date".

3.3 Construction of Tenant Improvements by Contractor under the Coordination of Landlord.

3.3.1 Over-Allowance Amount. On the Cost Proposal Delivery Date, Tenant shall deliver to Landlord evidence that it has cleared funds in segregated account in an amount (the "Over-Allowance Amount") equal to the difference between (a) the amount of the Cost Proposal and (b) the amount of the Tenant Improvement Allowance (less any portion thereof already disbursed by Landlord, or in the process of being disbursed by Landlord, on or before the Cost Proposal Delivery Date). The Over-Allowance Amount shall be set aside in the trust account of Tenants attorney on or before Tenant makes its first request for a disbursement of any rortion of the Tenant Improvement Allowance and disbursed to Tenant prior to the disbursement of any portion of the Tenant Improvement Allowance in excess of $100,000.00. Tenant shall prepare a draw request for each draw for disbursement of the Tenant Improvement Allowance and the Over Allowance Amount and submit the same ot Landlord for its reasonable approval together withany draw request from Tenants contractor , once approved by Landlord, the Landlord will send written notice to Tenants counsel authorizing disbursement of the approprtiate amount of the Over Allowance Amount, Tenants attorney will not be required to approve or review draw request and will rely strictly upon written notice(s) from the Landlord, which may be sent by email.

Tenant shall prepare a budget for presentation to Landlord , accompanied with a fixed costs AIA contract with a licensed and bonded contractor ,, upon Tenant providing evidence of funding to his attorneys trust account of the Over -Allowance Amount, and procurement of a building permit for the build out , the Landlord shall fund directly to Tenant $100,000 of the Tenant Improvement Allowance,

If, after the Cost Proposal Delivery Date, any Change Order shall be made at the request of Tenant or as otherwise agreed to by Tenant, any additional costs and expenses that arise in connection with any such Change Order, and any other costs and expenses that are not payable from any remaining portion of the Tenant Improvement Allowance shall be paid by Tenant to Landlord immediately upon Landlord's request as an addition to the Over-Allowance Amount. Notwithstanding any estimate, projection or statement that may be made by Landlord or any contractor, representative or agent of Landlord, Landlord shall not be deemed to guaranty the cost or expense of the design or construction of the Tenant Improvements. Disbursements will be made by Landlord on a draw basis as work progresses. Tenant shall engage a supervising architect to review all draw requests of its General Contractor and approve the same. Copies of all draw request shall be simultaneously tendered to Landlord

3.3.2 Tenant's Retention of Contractor. Tenant shall independently retain Contractor, on behalf of Tenant, to construct the Tenant Improvements in accordance with the Approved Working Drawings, Landlord shall coordinate such construction by Contractor, and

3.3.3 Contractor's Warranties and Guaranties. Tenant hereby assigns to Landlord all warranties and guaranties by Contractor relating to the Tenant Improvements, and, in consideration thereof, but without limitation as to Tenant's obligation to hire Contractor to pursue completion of the Tenant Improvements in accordance with, and subject to, the terms of this Work Letter, Tenant hereby waives all Claims against Landlord relating to, or arising out of the construction of, the Tenant Improvements; provided, that the foregoing shall not be deemed to limit or otherwise modify any right or remedy of Tenant against Contractor.

3.3.4 Tenant's Covenants. Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with the actions of Architect at the Premises or the Project. Upon completion of TENANTS Work and prior to

TENANT opening its store for business, TENANT shall (a) deliver to LANDLORD an affidavit by TENANT stating that TENANTS Work has been substantially completed in accordance with approved plans and specifications , which shall include a detailed breakdown of TENANTS final and total construction costs, together with receipted invoices showing payment thereof, or TENANT may a Release of Lien from TENANTS general contractor, together with an Affidavit from the general contractor that all bills for labor and materials furnished to the premises have been paid, in lieu of a detailed breakdown of TENANTS total and final construction costs, together with receipted invoices and which affidavit shall also state the names and addresses of TENANTS general contractor; and it is understood that any deliberately false statement by TENANT therein shall constitute a breach of this Lease; and (b) deliver to LANDLORD the affidavit of the general contractor or general contractors performing TENANTS Work, stating that TENANTS Work has been substantially completed in accordance with approved plans and specifications and that all subcontractors, laborers and materialmen supplying labor or material for TENANTS Work have been paid in full, and that all liens therefore that have been or might be filed have been discharged of record or waived and that no security interest relating thereto are outstanding: (c) deliver to LANDLORD written certifications and approvals with respect to TENANTS Work that may be required for any governmental authority. LANDLORDS Mortgages and any Board of Fire Underwriters or similar body for the use and occupancy of the Demised Premises; and (d) furnish to LANDLORD the insurance required by the Lease.

SECTION 4
MISCELLANEOUS

4.1 Tenant's Entry Into the Premises Prior to Commencement Date. Any entry into the Premises by Tenant, and any storage or installation of any property in the Premises by Tenant prior to the Commencement Date (all subject to approval in writing in advance by Landlord) shall be at the sole risk of Tenant, including, without limitation, theft, bodily injury, vandalism or other damage. Tenant shall strictly comply with all requirements of Landlord and Contractor concerning Tenant's entry into the Premises, and, prior to any such entry, Tenant shall comply with all insurance requirements of the Lease that would otherwise be applicable to Tenant during the Term. Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with this Section 4.1.

4.2 Tenant's Representative. Prior to commencement of construction of the Tenant Improvements, Tenant shall designate a representative ("Tenant's Representative") with respect to the matters set forth in this Work Letter, who, until further written notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter. Upon request from Landlord or its representative, architect, space planner, contractor or engineer, Tenant's Representative shall supply such information, and issue such approvals as may be requested, to complete the design and construction of the Tenant Improvements.

4.3 Landlord's Representative. Prior to commencement of construction of the Tenant Improvements, Landlord designates both Tom Hayden and Chad Houchli as its representatives with respect to the matters set forth in this Work Letter ("Landlord's Representative"), who, until further notice to Tenant, each of whom shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

4.4 Time of the Essence in this Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where Tenant is required to approve or deliver an item, if no written notice of approval is delivered or the item is not delivered within the stated time period, at Landlord's sole option, at the end of such period the item shall automatically be deemed approved or delivered by Tenant and the next succeeding time period shall commence.

4.5 Tenant's Default. Notwithstanding anything to the contrary contained in this Work Letter, if a default by Tenant under the Lease, or a default by Tenant under this Work Letter, has occurred at any time before completion of the Tenant Improvements, then (a) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to withhold payment of all or any portion of the Tenant Improvement Allowance and/or Landlord may cause Contractor to cease the construction of the Tenant Improvements, and (b) all other obligations of Landlord under the terms of this Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease.

RIDER TWO

NOTICE OF LEASE TERM DATES

To: _____
_____
_____
_____

Re: Standard Form Lease dated as of _____, 2019 (the "Lease"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease), by and between Skye at Boynton Beach, LLC, a Florida limited liability company ("Landlord"), and Pio PIO 3, LLC, a Florida limited liability company ("Tenant"), concerning Bay four located a 500 Ocean Drive, Boynton Beach, Florida,

Ladies and Gentlemen:

In accordance with the terms and conditions of the Lease, we wish to advise you and/or confirm as follows:

1. The Tenant Improvements are substantially completed, and the Term shall commence on or has commenced on _____ for a term of _____ ending on _____.

2. Base Rent commenced to accrue on _____, in the amount of _____.

3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing if a corresponding pro rata adjustment is required, shall be for the full amount of the monthly installment as provided for in the Lease.

4. Your rent checks should be made payable to 650 S. Northlake Blvd., Suite 450, Altamonte Springs, FL 32701.

5. The exact number of rentable square feet within the Premises is _____.

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RIDER THREE

LIMITED GUARANTY

THIS LIMITED GUARANTY is executed and delivered by RAAD RAAD AND OLGA RAAD, his wife (hereinafter referred to as "Guarantor"").

WITNESSETH:

WHEREAS, Skye at Boynton Beach, LLC, organized and existing under the laws of Florida ("Landlord") and Pio PIO 3, LLC a Florida limited liability company ("Tenant") have entered into that certain Lease Agreement dated as of the date hereof, pursuant to which Landlord shall lease to Tenant and Tenant shall lease from Landlord those certain premises located at 500 Ocean Drive , Space 105, Boynton Beach , Florida (the "Premises") in the project commonly known as "500 Ocean" (the "Lease"), and

WHEREAS, Landlord, as a condition to entering into the Lease, requires the simultaneous execution and delivery by Guarantor of this Guaranty; and

WHEREAS, Guarantor(s) are the principals of Tenant, and have a direct interest in the financial success of Tenant and Guarantor will receive a direct benefit from the Lease. Therefore, Guarantor has determined that the execution and delivery of this Guaranty is desirable and in the best interest and for the benefit of Guarantor and agrees to execute this Continuing Guaranty to induce Landlord to enter into the Lease with Tenant.

NOW, THEREFORE, in consideration of the Landlord's entering into the Lease, which it is acknowledged and agreed that Landlord is doing in full reliance hereon, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby irrevocably covenants, warrants and agrees as follows:

Guarantor hereby unconditionally and irrevocably guarantees to Landlord the full and punctual performance of its obligations under the Lease (the "Obligations"), which shall consist of the following :

1. Notwithstanding anything herein to the contrary, from the Execution Date to the date which is six (6) months after the Rent Commencement Date, Guarantors' liability under this Limited Guaranty shall not exceed, in the aggregate, One Hundred thousand Dollars ($100,000). Provided if Tenant is not in default under the Lease, after the first six months, the Guarantors liability hereunder shall be reduced and said Guarantors' liability under this Limited Guaranty shall not exceed $50,000. Upon the 1st anniversary of the Rent Commencement Date this guaranty shall be of no effect ,provided tenant produces invoices reflecting that they have spent in excess of $500,000 (including the TI Allowance) in salaries ,payroll

(exclusive of salaries and payroll for either guarantor) fit-out expenses, furniture, fixtures and equipment for the Demised Premises. If the Tenant assigns the Lease in accordance with the provisions set forth in the Lease, then this Guaranty will be released under the following conditions:(i) said new guarantors are reasonably acceptable to the Landlord in terms of their reputation and business acumen financial net worth and (ii) the new guarantors agree to a guaranty of any and all rental obligations up to a maximum of $100,000 for a two year period measured from the date of assignment.

1. Guarantor acknowledges having received, reviewed and approved the Lease. Notwithstanding any provision to the contrary in the Lease, the liability of Guarantor hereunder shall terminate upon full payment of the Obligations of Tenant under the Lease

2. The obligations of Guarantor hereunder shall not be affected or impaired by the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of or other similar proceeding affecting Tenant and/or Guarantor or the disaffirmance of any of the Lease documents or this Guaranty in any such proceeding.

3. Guarantor hereby waives any and all requirements that Landlord institute any action or proceeding, at law or in equity, against the Tenant under the Lease as a condition precedent to bringing any action against Guarantor upon this Guaranty. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative remedies and no one of such remedies, whether waived by Landlord or not, shall be deemed to be an exclusion of any one of the other remedies available to Landlord and shall not in any way limit or prejudice any other legal or equitable remedy which Landlord may have.

4. Guarantor further agrees that it shall not be released from Guarantor's obligations hereunder by reason of any amendment to or alteration of the terms and conditions of the Lease, nor shall Guarantor's obligations hereunder be altered or impaired by any delay by Landlord in enforcing the terms and obligations of the Lease, it being the intention that Guarantor shall remain fully liable hereunder, notwithstanding any such event.

5. That until the Guarantor is released as hereinbefore described, Guarantor shall not be released by any act or thing which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of Guarantor, or by reason of any waiver, extension, modification, forbearance or delay by Landlord, or Landlord's failure to proceed promptly or otherwise, and Guarantor hereby expressly waives and surrenders any defense to Guarantor's liability hereunder based upon any of the foregoing. Guarantor agrees that, without limiting the generality of the foregoing, no modification, limitation or discharge of any of Tenant's duties, obligations or liabilities under the Lease arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceeding for relief of Tenant under federal or state law shall affect, modify, limit or discharge, in any manner or to any extent whatsoever, the liability of the Guarantor hereunder, and this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceedings had not been instituted.

6. Landlord shall not be required to give any notice to Guarantor hereunder in order to preserve or enforce Landlord's rights hereunder (including, without limitation, notice of any default under or amendment to the Lease), any such notice being expressly waived by Guarantor.

7. Guarantor agrees that it shall make no claim or set-off, defense (other than payment), recoupment or counterclaim of any sort whatsoever. Guarantor hereby waives any right to such a claim in limitation of their obligations hereunder. Guarantor expressly waives any defense based upon any election of remedies of Landlord, which destroys or otherwise impairs the subrogation rights of the Guarantor or the right of the Guarantor to proceed against the Tenant for reimbursement, or both, or upon failure by Landlord (which shall have no duty in that regard) to inform the Guarantor of any facts it may now or hereafter know about the Tenant, regardless of whether Landlord has reason to believe that any such facts materially increase the risk beyond that which the Guarantor intends to assume or has reason to believe that such facts are unknown to the Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood that Guarantor is fully responsible for being and keeping informed of the financial condition of the Tenant and of all circumstances bearing on the risk of performance hereby guaranteed.

8. Any and all rights and claims of the Guarantor against Tenant or any of its property shall be subordinate and subject to the prior satisfaction of all Obligations.

9. Upon default by Tenant, Guarantor subordinates any and all indebtedness of Tenant now or hereafter owed to Guarantor to all indebtedness of the Tenant to Landlord.

10. The Guarantor shall be in default hereunder, following expiration of applicable grace periods (if any), upon: (a) non-payment of any monetary Obligation when due; (b) failure of Tenant or the Guarantor to perform an obligation under the Lease beyond the applicable grace periods; (c) the death of Guarantor; (d) the dissolution, termination of existence, insolvency, or business failure of Tenant or Guarantor; (e) the appointment of a receiver for Tenant or the assignment for the benefit of creditors by or the commencement of any proceedings in bankruptcy or insolvency by or against Tenant or the Guarantor; (f) the merger, consolidation or reorganization of Tenant; or (g) the determination by Landlord that a material adverse change has occurred in the financial condition of Tenant or the Guarantor from the conditions set forth in the most recent financial statement of any such party heretofore furnished to Landlord or from the condition of such party as heretofore most recently disclosed to Landlord in any manner.

11. Subject to Section 1 above, The Guarantor shall pay all costs of collection and reasonable attorney's fees, including attorney's fees incurred with or without suit (and with suit, including out of court resolution or at trial and appellate levels of litigation), in bankruptcy proceedings or otherwise, incurred or paid by Landlord in enforcing the Lease or preserving any right or interest of Landlord hereunder.

12. In the event Landlord pays any amount or amounts for which Tenant is responsible in order to protect and preserve the Premises, then the Guarantor agrees that any such payment shall be binding upon Guarantor, subject to Section 1, above.

13. Guarantor agrees that Landlord may at any time, from time to time, without notice to the Guarantor, assign its interest in the Lease, and Guarantor shall attorn to the interests of the assignee. The obligations hereunder shall be and remain obligations of Guaranty, and each and every immediate and successive assignee or transferee of the Landlord's interest under the Lease shall be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were Landlord.

14. Guarantor agrees that no delay on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. This Guaranty shall be enforceable, notwithstanding any right or power of the Tenant or anyone else to assert any claim or defense as to the invalidity or unenforceability of any Obligation, and no such claim or defense shall affect or impair the obligations of the Guarantor hereunder.

15. Guarantor hereby acknowledges that Guarantor's obligations hereunder are primary and not secondary and that the Landlord shall not be required to proceed first against Tenant, or any other person, firm or corporation, whether primarily or secondarily liable, or against any collateral security held by it, before resorting to the Guarantor for payment, and the Guarantor shall not be entitled to assert as a defense to the enforceability of the guaranty set forth herein any defense of Tenant with respect to any Obligation. Guarantor agrees that this Guaranty shall be binding upon the Guarantor, and upon the heirs, legal representatives, successors and assigns of the Guarantor.

16. Guarantor hereby waives notice of acceptance of this Guaranty and of presentment, demand, protest, notice of protest and of dishonor, notice of default and all other notices relative to this Guaranty of every kind and description now or hereafter provided by any agreement between Tenant and Landlord or any statute or rule of law.

17. Any notice, demand or request by Landlord to Guarantor or from Guarantor to Landlord shall be in writing and shall be deemed to have been duly given or made if either delivered personally or if mailed by certified or registered mail, postage prepaid, addressed to the address set forth in the Lease.

18. This Guaranty shall, in all respects, be governed by and construed in accordance with the laws of the State of Florida, including all matters of construction, validity and performance. To the extent permitted by law, the Guarantor hereby waives any provision of law that renders any provision hereunder prohibited or unenforceable in any respect.

19. In the event that any provision of this Guaranty is held to be void or unenforceable, all other provisions shall remain unaffected and be enforceable.

20. Guarantor and Landlord hereby knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Guaranty and the Lease.

21. The liabilities and obligations of Guarantor hereunder are the joint and several liabilities and obligations of each of the undersigned Reny Hodan This Guaranty is binding upon the undersigned and his executors, administrators, successors and/or assigns.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty in 0ne or more counterparts on the date specified below.

WITNESSES as to both:

GUARANTOR:

OLGA H. RAAD

RAAD RAAD

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7th day of January, 2019, by Olga H. Raad and Raad Raad, who are both personally known to me (or have produced a driver's license as identification).



Notary Public

Commission Expires: 6·19·2020

RIDER FIVE

SECURITY AGREEMENT

PIO 3

RIDER SIX

LANDLORDS WORK

1. Except for the obligations set forth below and in the Lease, if any, the premises are being delivered in "AS IS WHERE IS" condition with all faults Landlord shall be solely responsible for all costs and expenses to construct and to deliver the Premises as" (as set forth below) ("Landlord's Work"). All expenses incurred in constructing the Premises into finished retail space shall be borne solely by Tenant. Landlord shall have the right to select any subcontractors used in connection with Landlord's Work.

2. This Exhibit shall not be deemed applicable in the event of a renewal or extension of the initial term of this Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

Landlord shall prepare a store front shall be l" thick clear insulating glass and pre-finished metal panels set in an anodized aluminum thermal break frame system. One tempered clear glass and anodized aluminum entrance door to be provided by Landlord.

Landlord shall deliver the Premises, at Landlord's expense, per Tenant's "Warm/Vanilla Box" specs and design to include a new, fully operational, HVAC systems with no less than 1 ton of cooling for every 150 SF, drop ceilings, poured concrete colored floors, mechanicals, plumbing and electrical systems installed, code and ADA compliant restrooms, and a grease trap.

The space provided by the Landlord is described above. The cost of any changes or additions to the above will be borne by the Tenant and may be carried out by a contractor or contractors of its choice, subject to the Landlord's written approval of the changes, additions and the contractor. Other contractors working on Premises must cooperate with the Landlord's Representative, apply and pay for their own building permits and fees, conform to all applicable State and local building codes.

01/01/2025	camfee	CAM Fee - Commercial (01/2025)	2,133.74		(256.72)	7462594
01/01/2025	camrem	CAM Fee - Reimbursement (01/2025)	1,666.66		1,409.94	7462595
01/01/2025	rentco	Rent - Commercial (01/2025)	6,401.19		7,811.13	7462596
01/01/2025	slstax	Sales Tax (01/2025)	64.01		7,875.14	7
01/01/2025	slstax	Sales Tax (01/2025)	192.04		8,067.18	7462598

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CONSENT AGENDA

AGENDA ITEM 11.D

SUBJECT:
Approval of Extension of Contract between the CRA and Sadler Builders, Inc.

SUMMARY:
In May 2024, the BBCRA and Sadler Builders, Inc. entered into a contract for the replacement of the HVAC duct work at the Marina Dockmaster Building (Attachment I). According to paragraph 9.1 of the contract the work was to be completed no later than ninety (90) days following the issuance of all required approvals and permits. The permits were issued on August 15, 2024, making the completion date on or before November 13, 2024.

Under the contract, the completion date could be administratively extended for sixty (60) days pursuant to written authorization by the BBCRA Executive Director. On November 1, 2024, the BBCRA's Executive Director authorized the sixty (60) day extension with a new completion date of January 12, 2025 (Attachment II).

The work and the final inspections have been completed (Attachment III). However, to ensure the duct work is in working order the parties have agreed that a test and balance inspection should be conducted before final payment of the contract. The test and balance inspection is in the process of being scheduled and therefore the completion date of January 12, 2025, will need to be extended in case any additional repairs are need to be made.

According to the contract, any additional extensions of the time for completion are subject to the execution of a written amendment to the contract approved by the BBCRA Board. BBCRA staff is requesting a ninety (90) day extension for a completion date of April 14, 2025 (Attachment IV).

FISCAL IMPACT:
N/A

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

CRAB RECOMMENDATION:
N/A

CRA BOARD OPTIONS:
Approval of Extension of Contract between the CRA and Sadler Builders, Inc.

ATTACHMENTS:

Description

- Attachment I - Contract - Marina New Duct Work
- Attachment II - Written Authorization to Extend Completion Date
- Attachment III - Final Inspections - Marina New Duct Work
- Attachment IV - Amendment No. 2 to Contract Sadler Marina Duct Work-Change Termination Date

CONTRACT

THIS CONTRACT, ("Contract") made by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ("Owner"), and SADLER BUILDERS, INC., a Florida Corporation, with a business address of 4809 Cana Drive, Lake Worth, FL 33463, ("Contractor"). Collectively, Owner and Contractor may be referred to as the Parties, and individually as a Party.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, Owner and Contractor agree as follows:

ARTICLE 1 SCOPE OF WORK

1.1 The Contractor shall perform and furnish all of the materials, tools, supplies, equipment and labor to perform the Scope of Work as described in Exhibit "A", at the Boynton Harbor Marina dockmaster building, 735 Casa Loma Boulevard, Boynton Beach, FL 33435 ("Property").

1.2 Contractor will take preventive measures to prevent and Control dust and debris from encroaching on adjacent properties and adjacent right-of-way.

1.3 Contractor is required to perform all work in accordance with applicable federal, state, county, and city laws and regulations. In addition, the Contractor is required to perform all work in accordance with generally recognized and safe industry standards.

1.4 Contractor hereby represents to Owner, with full knowledge that Owner is relying upon these representations when entering into this Contract with Contractor, that Contractor has the professional licenses, training, expertise, experience, and manpower to perform the services to be provided by Contractor pursuant to the terms of this Contract. Personnel performing on behalf of Contractor under this Contract shall not be employees of, or have any contractual relationship with, the Owner. All items within the Scope of Work shall be performed by the Contractor, or under Contractor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to perform such work. Contractor warrants that all work shall be performed by skilled and competent personnel in accordance with all applicable federal, state and local professional and technical standards.

1.5 Contractor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional construction standards.

1.6 Owner shall be responsible for the permit fees and costs associated with the issuance any permits necessary to complete the Scope of Work required pursuant to this Contract.

ARTICLE 2 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative for this Contract shall be the Boynton Beach Community Redevelopment Agency's Executive Director, or designee.

2.2 The Owner's Representative shall have general supervision and direction of the work. Owner's Representative has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. Owner's Representative shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

2.3 The Owner's Representative shall, upon presentation to him/her, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract.

ARTICLE 3 CONTRACT PRICE

3.1 The Owner hereby agrees to pay Contractor for the faithful performance of this Contract, and for work as directed by Owner the sum, not to exceed, Thirty-Four Thousand Five Hundred and Ninety-Five 00/100 Dollars ($34,595.00).

The Contract Price is based on the Cost Breakdown found in Exhibit "A" ($31,450.00), plus a ten (10%) percent Owner's Contingency Fee ($3,145.00) (for use in addressing unforeseen conditions or Owner-requested modifications ("Contract Price"). The Contract Price is all-inclusive for the work being performed by Contractor, and the Owner shall not be responsible for the payment of any additional fees, unless the Parties enter into a written amendment to this Contract which is executed by both Parties. The Contractor's mobilization, reduction in productivity, utilization, removal of debris, associated tipping fees, and restoration of the Property are all included in the Contract Price. Any additional work to be performed by Contractor shall be agreed to by the Parties and authorized pursuant to a written amendment to this Contract executed by both Parties.

3.2 In order to receive payment, the Contractor will invoice the Owner for the work performed by sending the Owner a complete Payment Application that is reviewed and accepted by the owner as found in Exhibit "B". Payment Applications will only be accepted twice a month. All payments shall be made in compliance with Section 218.70, et seq. ("Local Government Prompt Payment Act"). No payment made by Owner under this Contract shall be conclusive evidence of the performance of this Contract by the Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Contractor's obligations under this Contract.

3.3 Payment to Contractor shall be in the form of a check made payable to:
SADLER BUILDERS, INC.
4809 Canal Drive
Lake Worth, FL 33463

ARTICLE 4 PROTECTION OF PROPERTY

4.1 At all times during the performance of this Contract, the Contractor shall protect the Premises from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, etc., related to or arising from the work being carried out pursuant to this Contract.

4.2 The Contractor shall erect and maintain all necessary barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. Should it become necessary for Contractor to close any roads during any period, it shall coordinate such in advance with the Owner and the City of Boynton Beach (City) to avoid traffic disruption and interference with the delivery of fire and police services.

4.3 The Owner reserves the right to request a stop work order from the City, directed to the Contractor, for unsatisfactory performance of any obligations of this Contract, at any time the Owner determines the Contractor is not meeting the expectations of this Contract, or any breaches by Contractor of its obligation to protect property pursuant to this Contract.

ARTICLE 5 CONTRACTOR'S INDEMNIFICATION

5.1 The Contractor agrees to protect, defend, indemnify, and hold harmless the Owner, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind, including court costs, reasonable attorney's fees, and paralegal expenses, at both the trial and appellate levels in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Contractor, or any of the Contractor's agents, servants, or employees during the performance of the work pursuant to this Contract, the Owner may, through its officials, withhold such payments, to the extent permitted by the Local Government Prompt Payment Act, as long as it may deem necessary for the indemnity of the Owner as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth. Nothing in this Contract shall be deemed to affect the rights, privileges, and sovereign immunities of the owner as set forth in Section 768.28, Florida Statutes.

5.2 The parties recognize that various provisions of this Contract, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

ARTICLE 6 INSURANCE

6.1 The Contractor shall provide and maintain in force at all times during the Contract with the Owner such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance as will assure to the Owner the protection contained in the foregoing indemnification undertaken by the Contractor, including the following:

a. Workers' Compensation Insurance to apply to all of the Contractor's employees in compliance with the "Worker's Compensation Law" of the State of Florida and applicable Federal Laws. In addition, the policy must include Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per disease.

b. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000) per occurrence combined single limit for Bodily Injury Liability and $1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include $1,000,000 aggregate on products and completed operations; and $2,000,000 general aggregate.

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06, as Filed by the Insurance Services Office and must include:

i. Premises and/or Operations
ii. Independent Contractors
iii Broad form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification contract.
iv. Personal Injury Coverage with employee and contractual exclusions removed.
v. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Boynton Beach Community Redevelopment Agency with thirty (30) days written notice of cancellation and/or restriction.

c. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than $300,000 per occurrence.

6.2 Contractor shall ensure that its insurance provides adequate coverage consistent with all of its obligations under of this Contract.

6.3 A Certificate of Insurance acceptable to the Owner shall be provided listing the above coverage's and providing 30 days prior written notice to the Owner in the case of cancellation, restriction or change of insurer. Should Contractor permit any required coverage to lapse, Owner may, but is not required to, immediately terminate this Contract. The Owner shall be named as an additional insured on all policies of insurance, and Contractor will provide a waiver of subrogation on the Workers' Compensation/Employees Liability Policy. The following information must be included in the Certificate of Insurance for the additional insured:

Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage's or policy limits of any subcontractors will be the sole responsibility of the Contractor. Contractor shall provide proof of coverage by its subcontractors upon Owner's request.

ARTICLE 7 WARRANTIES

Contractor warrants to the Owner for a period of one (1) year that all work performed pursuant to this Contract shall be constructed in accordance with Scope of Work and this Contract, and that all materials and equipment incorporated into any work covered by this Contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted. The warranty shall remain in effect for one (1) year from the date of final acceptance by the Owner. The Owner shall give notice of observed defects with reasonable promptness. Defects in material, workmanship or equipment which are remedied as a result of obligations of the Contractor shall subject the remedied portion of the work to an extended warranty period of an additional one (1) year after the defect has been remedied.

ARTICLE 8 MISCELLANEOUS

8.1 The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, Contracts and obligations contained in the Contract.

8.2 Public Records. The Owner is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

a. Keep and maintain public records required by the Owner to perform as described in this Contract.

b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Owner.

d. Upon completion of the Contract, transfer, at no cost, to the Owner all public records in possession of Contractor or keep and maintain public records required by the Owner to perform the service. If Contractor transfers all public records to the Owner upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

The Contractor also understands that Owner may disclose any document in connection with performance of the Work or this Contract, so long as the document is not exempt or confidential and exempt from public records requirements.

8.3 Legal Representation; Jointly Drafted. The Parties declare that the terms of this Contract have been read and are fully understood. The Parties understand that this is a binding legal document, and it is further acknowledged that each Party has been advised to seek legal representation concerning the matters herein and had the opportunity to be represented by counsel in the preparation of this Contract. Accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein. This Contract shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof.

8.4 Records. Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and

records will be available at all reasonable times for examination and audit by Owner and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Owner of any fees or expenses based upon such entries.

8.5 Assignments; Amendments. Contractor shall not assign, transfer or otherwise encumber, under any circumstances, this Contract or any interests herein without the prior written consent of Owner. For purposes of this Contract, any change of ownership of Contractor shall constitute an assignment which requires Owner approval; otherwise, Owner may, at its option, terminate this Contract with no further liability. However, this Contract shall run to the Owner and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all Parties to this Contract.

8.6 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate the Contract without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.7 Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power and has been duly authorized to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

8.8 Exhibits. Each Exhibit referred to in this Contract forms an essential part of this Contract. The exhibits if not physically attached should be treated as part of this Contract and are incorporated herein by reference. In the event of a conflict between the portion of this Contract above the signatures and an exhibit, the terms of the portion of the Contract above the signatures shall prevail.

8.9 Severability. If any provision of this Contract or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

8.10 Governing Law; Venue. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard for conflict of law principles. Venue and jurisdiction for all purposes shall be in in Palm Beach County, Florida, to which the Parties expressly agree and submit.

8.11 Extent of Contract. This Contract represents the entire and integrated Contract between the Owner and the Contractor concerning the subject matter herein and supersedes all prior and contemporaneous negotiations, representations, understandings, or Contracts, of any kind or nature, either written or oral.

8.12 Waiver. Failure of the Owner to insist upon strict performance of any provision or condition of this Contract, or to execute any right there in contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect. Owner may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Contract, but such waiver shall be deemed effective only if the waiver is in writing executed by all Parties and shall not be deemed a continuing waiver unless specifically so stated. 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 signed by both Parties. Such waiver shall

be limited to the terms specifically contained therein and shall not be deemed a continuing or future waiver. This paragraph 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.

8.13 Attorney's Fees. In the event that either party brings suit for enforcement of this Contract, the prevailing party shall be entitled to attorney's fees and court costs, including those at both the trial and appellate levels, in addition to any other remedy afforded by law.

8.14 Protection of Property. At all times during the performance of this Contract, the Contractor shall protect the property and all other real personal property of Owner's from all damage whatsoever related to the work being carried on under this Contract.

8.15 Counterparts and Transmission. To facilitate execution, this Contract may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

8.16 No Discrimination. The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Contract.

8.17 Survival. The provisions of this Contract regarding indemnification, waiver, insurance, records, public records, binding authority, shall survive the expiration or termination of this Contract and remain in full force and effect.

8.18 Effective Date and Termination. This Contract will become effective at the date and time that the last party signs this Contract. Unless earlier terminated pursuant to this Contract, this Contract will automatically terminate after receipt of Contractor's last invoice (which shall be dated no later than December 1, 2024) and payment by the Owner, or on December 31, 2024 whichever occurs last. Nothing in this paragraph shall be construed so as to affect the Owner's right to cancel or extend the Work pursuant to this Contract.

8.19 Non-Scrutinizing Company. Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the Owner 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 Owner may terminate the Agreement.

8.20 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 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 Contract. Notwithstanding any other provisions in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this contract, the Owner shall terminate the contract. If the Owner has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the Owner 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 Owner as a result of the termination of a contract based on Contractor's failure to comply with E-Verify requirements referenced herein.

ARTICLE 9 TERM; TERMINATION; LIQUATED DAMAGES

9.1 Contractor agrees to obtain all required permits and any necessary approvals from any governmental agency for the Scope of Work no later than sixty (60) days following execution of the Contract by the Owner, and complete the work required pursuant to this Contract no later than ninety (90) days following the issuance of all required approvals and permits for the construction of the improvements or ninety (90) days following the effective date of this Contract if no permits and any necessary approvals are required. The time for completion may be extended for an additional period not to exceed sixty (60) days pursuant to written authorization executed by the Owner's Executive Director. Any additional extensions of the time for completion are subject to the execution of a written amendment to this Contract, approved by the Owner Board. Extensions of time shall only be granted based upon circumstances that occur beyond the control of the Contractor, or for the convenience of the Owner.

9.2 It is expressly understood and agreed that the Owner may terminate this Contract, in total or in part, without cause or penalty, at any time upon written notice delivered to Contractor. In that event, the Owner's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the Owner may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services.

9.3 Liquidated Damages: Upon the failure of Contractor to complete the Work within the time specified, plus approved extensions, if any, the Contractor shall pay to Owner the sum of Fifty and 00/100 Dollars ($50.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Owner as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete its obligations under this Contract on time. Owner shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount retained by Owner is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages.

ARTICLE 10 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such 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 place for giving of notice, to-wit:

For Owner:
Timothy Tack, Acting Executive Director
100 E. Ocean Avenue, 4th Floor
Boynton Beach, Fl. 33435
Telephone Number: 561-600-9091

Copy to:
Kathryn Rossmell, Esq.
Lewis Longman & Walker, P.A.
360 South Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401
Telephone Number: 561-640-0820

For Contractor:

James C. Sadler
Sadler Builders, Inc.
4809 Canal Drive
Lake Worth, FL 33463
Telephone Number: 954-275-5308

ARTICLE 11 DEFAULT

If either Party defaults by failing to perform or observe any of the material terms and conditions of this Contract for a period of five (5) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Contract 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

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year written below.

OWNER: Boynton Beach Community Redevelopment Agency

Timothy Tack, Acting Executive Director
Date: 5/10/24

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Timothy Tack, as Acting Executive Director of the Boynton Beach Community Redevelopment Agency, acknowledged executed the foregoing Contract for the use and purposes mentioned in it and that the instrument is the act and deed of the Owner. 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 10th day of May, 2024.

Theresa Utterback

NOTARY PUBLIC

My Commission Expires:

THERESA UTTERBACK
MY COMMISSION # HH 221288
EXPIRES: February 5, 2026

CONTRACTOR: Sadler Builders, Inc.

James C. Sadler
Title: President
Date: 5/14/24

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared James C. Sadler, as President of Sadler Builders, Inc., authorized to do business in the State of Florida and acknowledged executing the foregoing Contract as the proper official of Sadler Builders, Inc., for the use and purposes mentioned in it and that the instrument is the act and deed of that company. He/She is personally known to me or has produced _____ as identification.

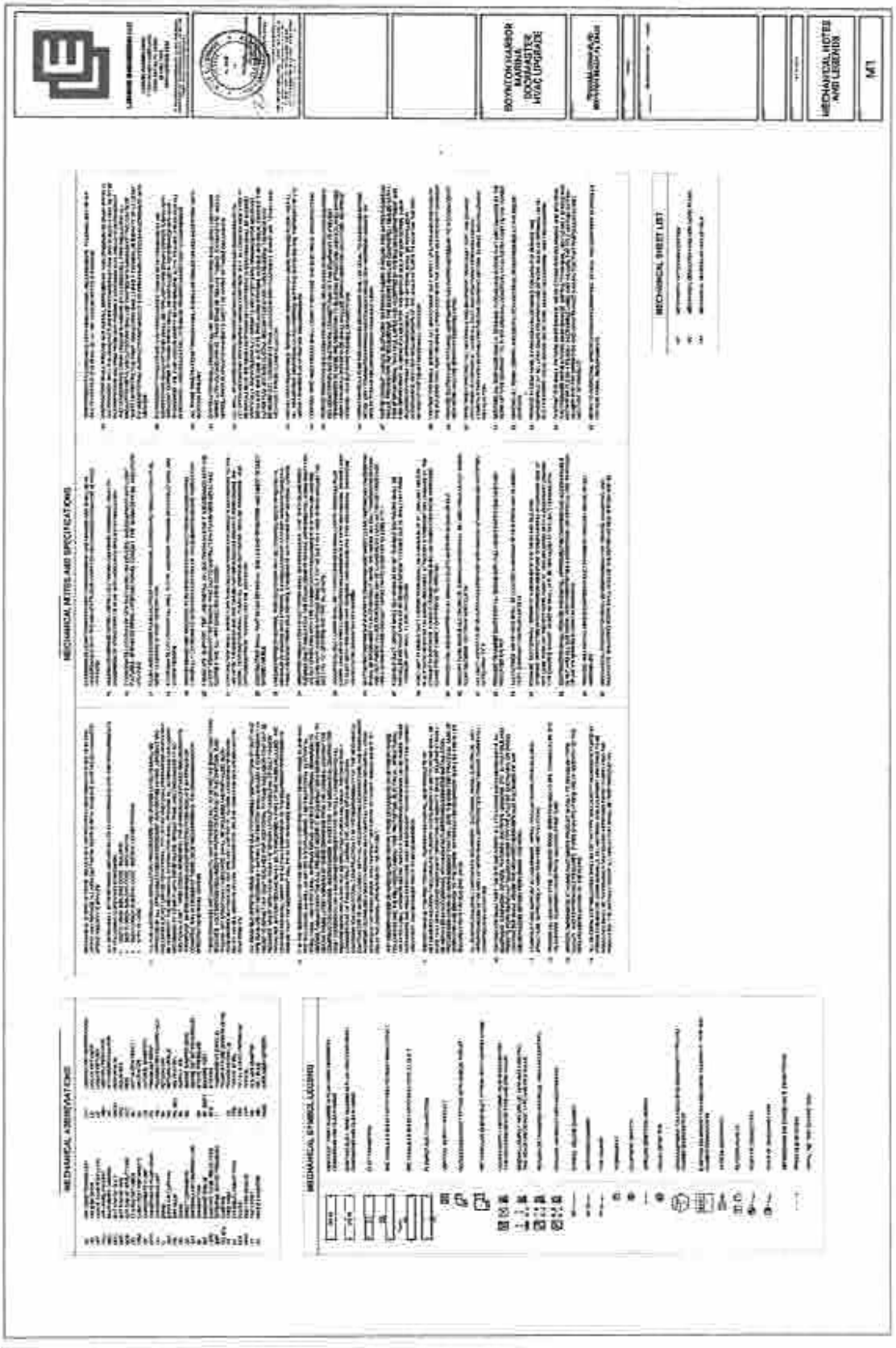
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14TH day of May, 2024.

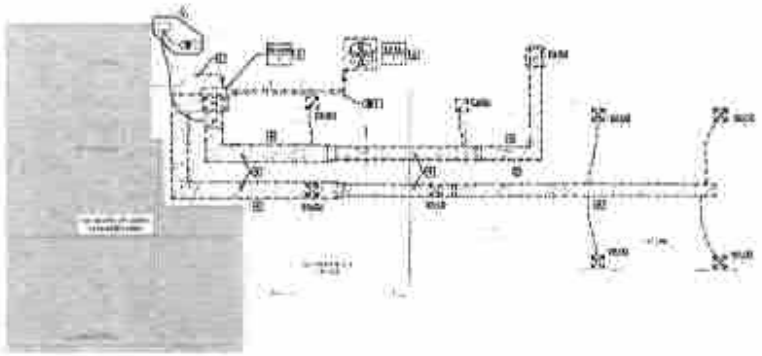
Notary Public State of Florida
Cheryl Miller
My Commission
HH 207864
Exp. 2/14/2025

Cheryl Miller
NOTARY PUBLIC

My Commission Expires:

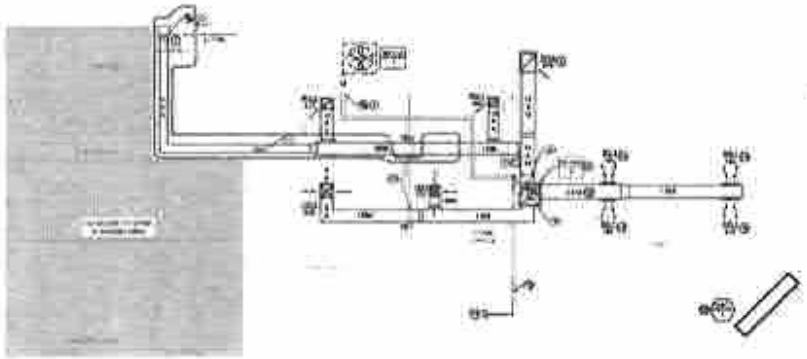
EXHIBIT "A"
SCOPE OF WORK AND PROJECT LOCATION





1 MECHANICAL DEMOLITION PLAN

KEYED DEMOLITION PLAN NOTES



1 MECHANICAL NEW WORK PLAN

KEYED NEW WORK PLAN NOTES

BOYNTON HARBOR MARINA DOCKMASTER HVAC UPGRADE

MECHANICAL DEMOLITION AND NEW WORK PLANS

M2

12

519

BOYNTON HARBOR MARINA DOCKMASTER HVAC UPGRADE

MECHANICAL SCHEDULES AND DETAILS

M3

SADLER BUILDERS INC.
Licensed Building Contractor CBC 1255615
P.O. Box 741355 Boynton Beach, Florida 33474
954.275.5308 bs26marine@yahoo.com

PROPOSAL

Date: April 26,2023

Client:
Boynton Beach CRA

ATTN: Theresa Dimbeck

Project Location:
Boynton Harbor Marina
735 Casa Loma Blvd.
Boynton Beach, FL

SCOPE OF WORK

The following scope of work is per the plans provided by the Boynton Beach CRA and prepared by Lorinco Engineering LLC.
The General Scope of work is to re-locate the existing A/C Air handler and the duct work. This scope includes:

- Removal of all the existing duct work at the marina office
- Relocate the existing Air Handler into the marina store space
- Add all new duct work as shown on plans
- Construct a closet area for the new Air Handler, including a louvered door for access
- Remove existing A/C vents, patch holes
- Patch holes where A/C Contractor created to remove the existing duct work
- In fill the two opening between the office conference room and the bathrooms, in the concrete wall above the ceiling, that will no longer be utilized
- All other work as outlined on the plans for the A/C system
- Apply and acquire a permit for the work to be completed

Total Cost.....$31,450.00 (See below Schedule of Values)

Exclusions:
- Permit Fees will be the direct responsibility of the Owner
- Painting by others

Site Requirement
- Parking- We will coordinate with Marina Management as to the availability of parking
- Working Hours- We will coordinate with Marina Management the working hours, to minimize the impact of the store's operations
- Merchandise - It will be the Marina Management responsibility to relocate the merchandise where needed. The Contractor will be responsible for the protecnon of the Merchandise from dust or construction debris

Respectfully Submitting

James C. Sadler
Sadler Builders INC

The Undersigned has read the Terms and Conditions of this Proposal and agree to the Commencement of the work. Upon receipt of the Permit, Sadler Builders will submit a draw schedule for the project.

Owner _____ Date _____

SCHEDULE OF VALUES

Mechanical	
Relocate Existing A/C per plan	$7,000.00
Furnish and Install New Refrigerant and condensate drain Line	$750.00
Furnish and Install New Duct Work, dampers, grilles, Outdoor air intake per plan	$7,000.00
Remove Cap and Property Dispose All Existing duct work, vents, diffusers, Condensate lines, refrigerant lines, material and debris from the demo per plan	$1,200.00
Furnish and Install New Air Curtain	$2,500.00
Patch, repair and restore all holes	$1,550.00
Subtotal Mechanical	**$20,000.00**
Electrical	
Relocate Electrical Wiring to A/C per plan	$2,000.00
Disconnect Existing Electrical	$500.00
Furnish and Install New Control Wiring for A/C	$900.00
Subtotal Electrical	**$3,400.00**
Carpentry	
Furnish and Install A/C Closet with louvered Access Door	$3,000.00
Patch and repair holes created to remove the existing duct work	$850.00
Patch and repair A/C penetrations on interior and exterior of Building	$700.00
Subtotal Carpentry	**$4,550.00**
Management	
Overhead and Profit	$2,750.00
Dumpster	$ N/A
Permit Processing	$500.00
Insurance	$250.00
Subtotal Management	**$3,500.00**

Project Location (Property): **Boynton Harbor Marina**
Dockmaster Building
735 Casa Loma Boulevard
Boynton Beach, FL 33435
Property Control Number: 08-43-45-27-60-003-0000

Location Map:

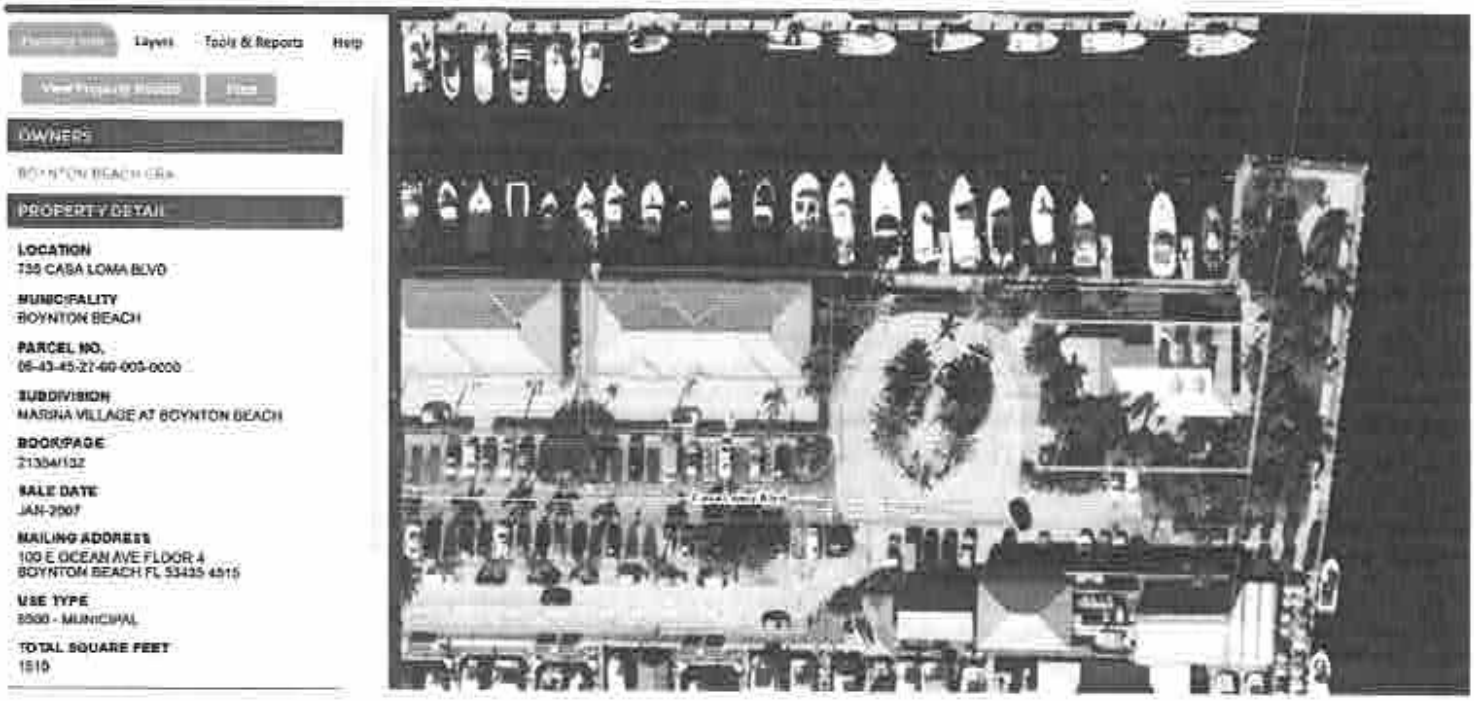


EXHIBIT "B"
APPROVED PAYMENT APPLICATION

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF 2 PGS

TO OWNER: PROJECT: APPLICATION NO: 1 Distribution to:

FROM CONTRACTOR: PERIOD TO: 6/14/2024 ☐ OWNER ☐ ENGINEER ☐ CONTRACTOR

PROJECT NOS: N/A ☐

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, Document VRPB703, is attached.

1. ORIGINAL CONTRACT SUM	$	$34,595.00
2. Net change by Change Orders	$	$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	$34,595.00
4. TOTAL COMPLETED & STORED TO DATE (Column M on VRPB703)	$	$8,648.75
5. RETAINAGE:		
a. 0% of Completed Work (Column H + I on VRPB703)	$	
b. 0 % of Stored Material (Column K on VRPB703)	$	
Total Retainage (Line 5a + 5b or Total in Column O of VRPB703)	$	$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	$8,648.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	$0.00
8. CURRENT PAYMENT DUE	$	$8,648.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	$25,946.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BOYNTON BEACH CRA CONTINUATION SHEET 703

Document G703-92, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: 1
APPLICATION DATE: 6/14/2024
PERIOD TO: 6/14/2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO	DESCRIPTION OF WORK	UNIT	CONTRACT QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY PERFORMED		PERFORMED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN G OR J)	COMPLETED TO DATE			RETAINAGE %	RETAINAGE AMOUNT
						NO. OF UNITS	VALUE	NO. OF UNITS	VALUE	VALUE	NO. OF UNITS	VALUE	PERCENT COMPLETE		
1	Release Existing A/C per plan	LS	1	$7,000.00	$7,000.00	0.00	$0.00	0.25	$1,750.00	$0.00	0.25	$1,750.00	25.00%	0.00%	0.00
2	Furnish and Install New Refrigerant and condensate drain Line	LS	1	$750.00	$750.00	0.00	$0.00	0.25	$187.50	$0.00	0.25	$187.50	25.00%	0.00%	0.00
3	Furnish and Install New Duct Work, dampers, grilles, Outdoor air intake per Plan	LS	1	$7,000.00	$7,000.00	0.00	$0.00	0.25	$1,750.00	$0.00	0.25	$1,750.00	25.00%	0.00%	0.00
4	Remove, Cap and Properly Dispose All Existing duct work, vents, diffusers, condensate lines, refrigerant line, material and debris from the demo per plan.	LS	1	$1,200.00	$1,200.00	0.00	$0.00	0.25	$300.00	$0.00	0.25	$300.00	25.00%	0.00%	0.00
5	Furnish and Install New Air Curtain	LS	1	$2,500.00	$2,500.00	0.00	$0.00	0.25	$625.00	$0.00	0.25	$625.00	25.00%	0.00%	0.00
6	Patch, repair and restore all holes	LS	1	$1,550.00	$1,550.00	0.00	$0.00	0.25	$387.50	$0.00	0.25	$387.50	25.00%	0.00%	0.00
7	Relocate Electrical Wiring to A/C per plan	LS	1	$2,000.00	$2,000.00	0.00	$0.00	0.25	$500.00	$0.00	0.25	$500.00	25.00%	0.00%	0.00
8	Disconnect Existing Electrical	LS	1	$500.00	$500.00	0.00	$0.00	0.25	$125.00	$0.00	0.25	$125.00	25.00%	0.00%	0.00
9	Furnish and Install New Control Wiring for A/C	LS	1	$900.00	$900.00	0.00	$0.00	0.25	$225.00	$0.00	0.25	$225.00	25.00%	0.00%	0.00
10	Furnish and Install A/C Chase with Louvered Access Door	LS	1	$3,000.00	$3,000.00	0.00	$0.00	0.25	$750.00	$0.00	0.25	$750.00	25.00%	0.00%	0.00
11	Patch and repair below created to remove the existing duct work	LS	1	$850.00	$850.00	0.00	$0.00	0.25	$212.50	$0.00	0.25	$212.50	25.00%	0.00%	0.00
12	Patch and Repair A/C Penetrations on Interior and Exterior of Building	LS	1	$700.00	$700.00	0.00	$0.00	0.25	$175.00	$0.00	0.25	$175.00	25.00%	0.00%	0.00
13	Overhead and Profit	LS	1	$2,750.00	$2,750.00	0.00	$0.00	0.25	$687.50	$0.00	0.25	$687.50	25.00%	0.00%	0.00
14	Permit Processing	LS	1	$500.00	$500.00	0.00	$0.00	0.25	$125.00	$0.00	0.25	$125.00	25.00%	0.00%	0.00
15	Insurance	LS	1	$250.00	$250.00	0.00	$0.00	0.25	$62.50	$0.00	0.25	$62.50	25.00%	0.00%	0.00
16	Contingency	LS	1	$3,145.00	$3,145.00	0.00	$0.00	0.25	$786.25	$0.00	0.25	$786.25	25.00%	0.00%	0.00
	BASE CONTRACT TOTAL:				$34,595.00		$0.00		$8,648.75	$0.00		$8,648.75	25.00%		$0.00
	TOTAL PROJECT				$34,595.00		$0.00		$8,648.75			$8,648.75	25.00%		$0.00

WRITTEN AUTHORIZATION TO EXTEND THE CONTRACT BETWEEN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AND SADLER BUILDERS, INC.

This written authorization is hereby made to extend the time of completion of the work being performed pursuant to the Contract between the Boynton Beach Community Redevelopment Agency ("Owner"), and Sadler Builders, Inc., a Florida Corporation, ("Contractor"). Collectively, Owner and Contractor may be referred to as the Parties, and individually as a Party.

Pursuant to the Contract the scope of work would be completed no later than ninety (90) days following the issuance of all required approvals and permits. Permits were issued on August 15, 2024, making the completion date on or before November 13, 2024.

The Parties agree to extend the completion date for an additional sixty (60) day period pursuant to Article 9.1 of the Contract. The new completion date will be January 12, 2025 (60 days from the original completion date of November 13, 2024).

Any additional extensions of the time for completion are subject to the execution of a written amendment to the Contract, approved by the Owner Board.

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____ Date: 11/1/24
Timothy Tack, Acting CRA Executive Director

ARTICLE 9 TERM; TERMINATION; LIQUATED DAMAGES

9.1 Contractor agrees to obtain all required permits and any necessary approvals from any governmental agency for the Scope of Work no later than sixty (60) days following execution of the Contract by the Owner, and complete the work required pursuant to this Contract no later than ninety (90) days following the issuance of all required approvals and permits for the construction of the improvements or ninety (90) days following the effective date of this Contract if no permits and any necessary approvals are required. The time for completion may be extended for an additional period not to exceed sixty (60) days pursuant to written authorization executed by the Owner's Executive Director. Any additional extensions of the time for completion are subject to the execution of a written amendment to this Contract, approved by the Owner Board. Extensions of time shall only be granted based upon circumstances that occur beyond the control of the Contractor, or for the convenience of the Owner.

9.2 It is expressly understood and agreed that the Owner may terminate this Contract, in total or in part, without cause or penalty, at any time upon written notice delivered to Contractor. In that event, the Owner's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the Owner may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services.

9.3 Liquidated Damages: Upon the failure of Contractor to complete the Work within the time specified, plus approved extensions, if any, the Contractor shall pay to Owner the sum of Fifty and 00/100 Dollars ($50.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Owner as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete its obligations under this Contract on time. Owner shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount retained by Owner is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages.

ARTICLE 10 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such 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 place for giving of notice, to-wit:

For Owner:
Timothy Tack, Acting Executive Director
100 E. Ocean Avenue, 4th Floor
Boynton Beach, Fl. 33435
Telephone Number: 561-600-9091

Copy to:
Kathryn Rossmell, Esq.
Lewis Longman & Walker, P.A.
360 South Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401
Telephone Number: 561-640-0820

City of Boynton Beach

100 E. Ocean Ave , Boynton Beach, Florida

Build Final

INSPECTION TYPE: Build Final

INSPECTION #: 2024.06.15245

ADDRESS: 735 CASA LOMA BLVD, Boynton Beach, FL 33435

PERMIT: **Building 2024.06.4368**

INSPECTION RESULT: **Approved**

RE-INSPECTION FEE AMOUNT:

OVERALL COMMENTS:

INSPECTOR: John Sylvestri

PERFORMED ON: 11/25/2024

PREDEFINED COMMENTS/VIOLATIONS:

No predefined comments/violations have been provided.

SIGNATURE:

City of Boynton Beach

100 E. Ocean Ave , Boynton Beach, Florida

Mech Final

INSPECTION TYPE: Mech Final

INSPECTION #: 2024.06.14741

ADDRESS: 735 CASA LOMA BLVD, Boynton Beach, FL 33435

PERMIT: **Mechanical 2024.06.4161**

INSPECTION RESULT: **Approved**

RE-INSPECTION FEE AMOUNT:

OVERALL COMMENTS:

INSPECTOR: Mike Gregorchik

PERFORMED ON: 11/22/2024

PREDEFINED COMMENTS/VIOLATIONS:

No predefined comments/violations have been provided.

SIGNATURE: 

City of Boynton Beach

100 E. Ocean Ave , Boynton Beach, Florida

Elec Final

INSPECTION TYPE: Elec Final

INSPECTION #: 2024.07.16956

ADDRESS: 735 CASA LOMA BLVD, Boynton Beach, FL 33435

PERMIT: **Electrical 2024.07.4947**

INSPECTION RESULT: **Approved**

RE-INSPECTION FEE AMOUNT:

OVERALL COMMENTS:

INSPECTOR: Isaac Kruger

PERFORMED ON: 11/22/2024

PREDEFINED COMMENTS/VIOLATIONS:

No predefined comments/violations have been provided.

SIGNATURE: 

AMENDMENT NO. 2 TO
CONTRACT BETWEEN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AND SADLER BUILDERS, INC.

This Amendment No. 2 (hereinafter "Amendment") is hereby made to amend, the Contract between the Boynton Beach Community Redevelopment Agency ("Owner"), and Sadler Builders, Inc., a Florida Corporation, ("Contractor"). Collectively, Owner and Contractor may be referred to as the Parties, and individually as a Party.

WHEREAS, the parties previously entered into a Contract dated May 14, 2024 (hereinafter "Contract"); and

WHEREAS, the parties previously entered into a First Amendment to the Contract dated August 15, 2024 wherein Article 3.1-CONTRACT PRICE of the Contract was amended increasing the contract price; and

WHEREAS, the parties desire to amend the termination date provided in Article 8.18-EFFECTIVE DATE AND TERMINATION of the Contract; and

WHEREAS, the Contract provides that the parties may amend the Contract,

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 and other information above are hereby incorporated herein as if fully set forth.

II. **Definitions.** All words not defined herein shall have the same meaning as in the Contract. To the extent of a conflict, the definitions in this Amendment shall control for the amendments to the Contract contained herein.

III. **Amendment Style.** Amendments to are shown as follows: additions are shown in underlined format; deletions are shown in ~~strikethrough format~~.

IV. **Amendment.** Article 8.18 - Effective Date and Termination. This Contract will become effective at the date and time that the last party signs this Contract. Unless earlier terminated pursuant to this Contract, this Contract will automatically terminate after receipt of Contractor's last invoice (which shall be dated no later than ~~December 1, 2024~~ April 14, 2025) and payment by the Owner, or on ~~December 31, 2024~~ May 31, 2025 whichever occurs last. Nothing in this paragraph shall be construed so as to affect the Owner's right to cancel or extend the Work pursuant to this Contract.

V. **Effective Date of this Amendment**. This Amendment will become effective at the date and time that the last party signs below.'

VI. **General**. The parties agree that all terms, conditions, and provisions of the Contract not expressly amended, modified or deleted by this Amendment shall continue in full force and effect. This Amendment may be executed in any number of counterparts, any 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 Contract, as amended, and this Amendment, this Amendment shall control.

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

By: _____ Date: _____

Sadler Builders, Inc.

James C. Sadler

Witness_____ Date: _____

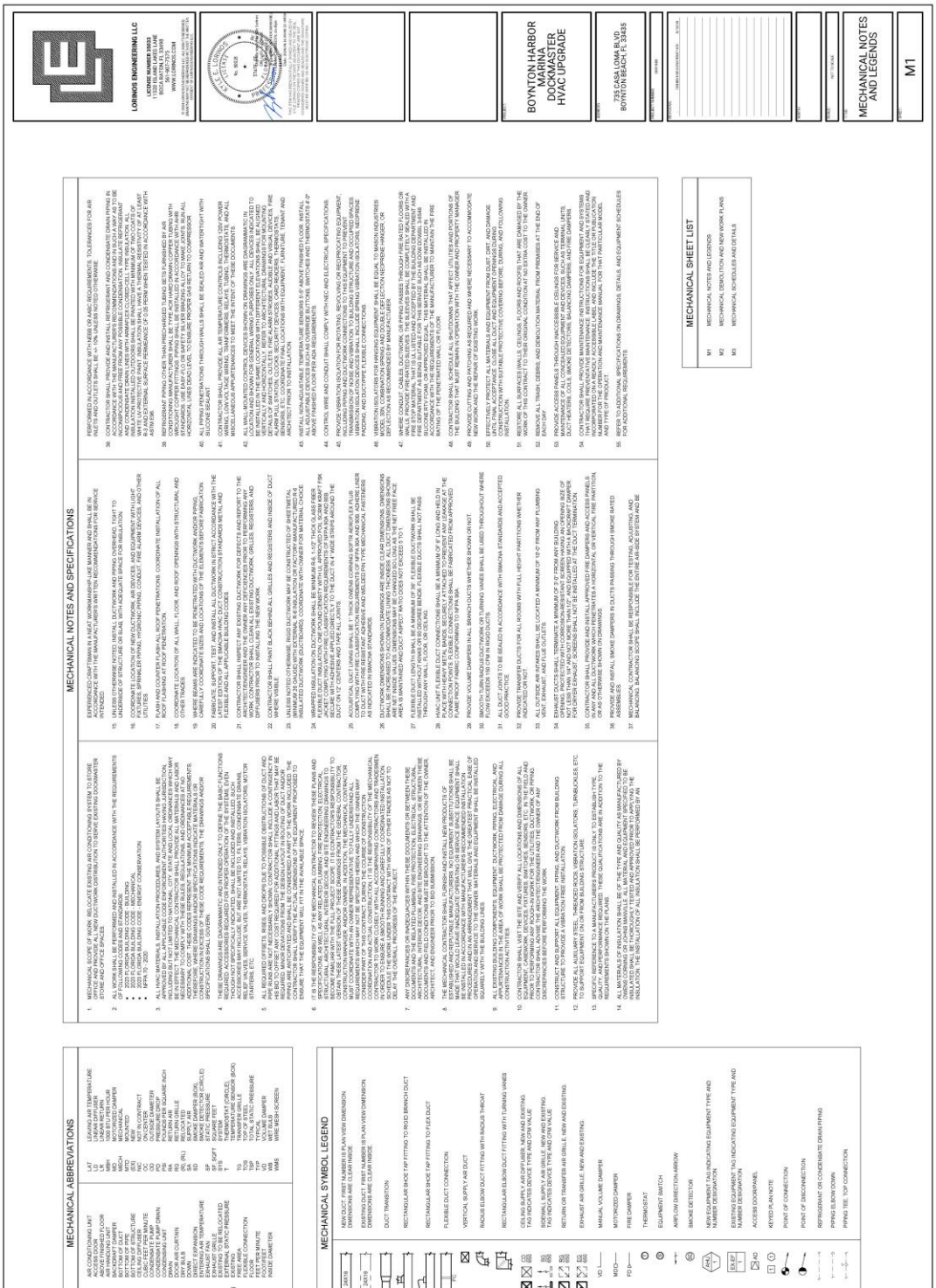
By: _____ Date: _____

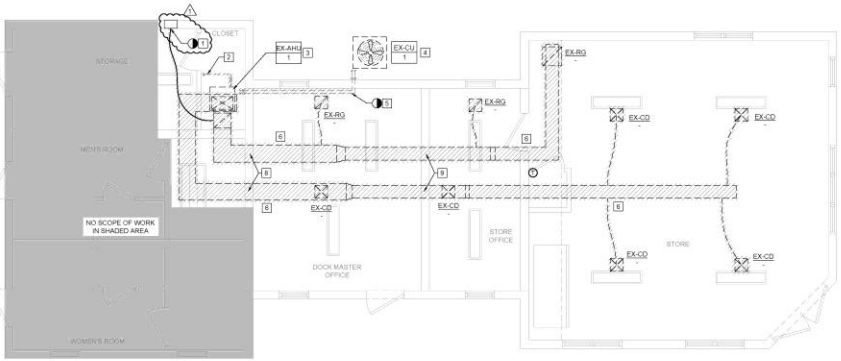
Boynton Beach CRA

Ty Penserga, Chair

Witness_____ Date: _____

EXHIBIT “A”
SCOPE OF WORK AND PROJECT LOCATION

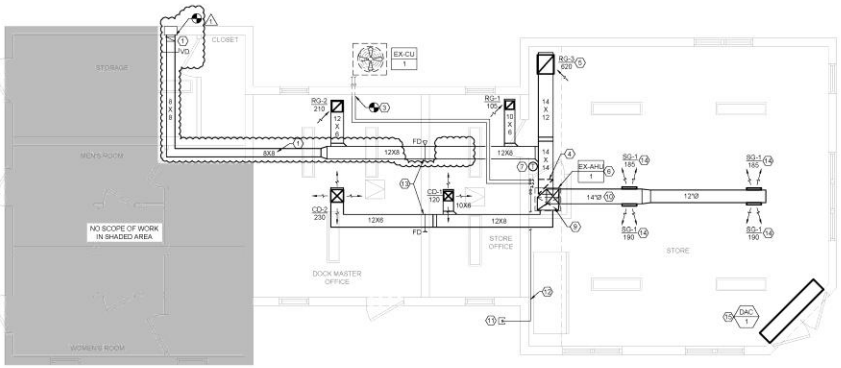




MECHANICAL DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

KEYED DEMOLITION PLAN NOTES

1. EXISTING OUTSIDE AIR INTAKE IS EXISTING TO REMAIN AND WILL BE REUSED. CLEAN EXISTING LOUVER AND PROTECT DURING CONSTRUCTION ACTIVITIES.
2. EXISTING CONDENSATE DRAIN LINE TO BE DISCONNECTED FROM AHU-1. CONDENSATE DRAIN LINE TO BE CUT AND CAPPED AT FLOOR SLAB.
3. EXISTING AIR HANDLER SHALL BE DISCONNECTED AND RELOCATED. PROTECT AIR HANDLER FROM DAMAGE DURING DEMOLITION ACTIVITIES AND DURING RELOCATION. REFER TO NEW WORK PLAN FOR NEW LOCATION.
4. EXISTING CONDENSING UNIT IS EXISTING TO REMAIN.
5. DISCONNECT EXISTING REFRIGERANT PIPING ABOVE THE CEILING. REFRIGERANT PIPING TO OUTDOOR CONDENSING UNIT SHALL BE REUSED. CAP AND PROTECT PIPING AND ASSOCIATED INSULATION FROM DAMAGE DURING CONSTRUCTION.
6. EXISTING DUCTWORK AND DIFFUSERS TO BE DISCONNECTED REMOVED IN THEIR ENTIRETY INCLUDING ALL SUPPORTS AND INSULATION. PATCH AND PAINT ALL RESULTING OPENINGS IN CEILINGS TO MATCH EXISTING.
7. EXISTING THERMOSTAT TO REMAIN AND BE REUSED.
8. PATCH AND SEAL OPENINGS IN WALL ABOVE THE CEILING WHICH HAVE BEEN LEFT BEHIND BY THE REMOVAL OF DUCTWORK. WALL PATCH SHALL MATCH CONSTRUCTION OF EXISTING WALL AND MAINTAIN ANY EXISTING FIRE RATINGS.
9. DUCT PENETRATION IN WALL ABOVE CEILING SHALL BE REUSED FOR NEW DUCTWORK ROUTING.



MECHANICAL NEW WORK PLAN
SCALE: 1/4" = 1'-0"

KEYED NEW WORK PLAN NOTES

1. 8"X8" OUTDOOR AIR DUCT TO EXISTING INTAKE LOUVER. PROVIDE WITH GRAVITY BACKDRAFT DAMPER AND VOLUME DAMPER FOR AIR BALANCING. SEQUENCE TO OUTDOOR AIR QUANTITY (OAQ) INDICATED BY DDC SYSTEM AC SCHEDULE.
2. NOT USED.
3. EXTEND 3/4" SUCTION AND 3/8" LIQUID REFRIGERANT LINES FROM CONDENSING UNIT TO NEW AHU LOCATION. PROVIDE ADDITIONAL REFRIGERANT PIPING OR REPLACE LINES IN THEIR ENTIRETY TO MAKE SYSTEM FUNCTIONAL.
4. 14"X14" OPEN ENDED RETURN AIR DUCT TO TERMINATE THROUGH CEILING INTO AHU CLOSET. PROVIDE WIRE MESH SCREEN ON DUCT OPENING. AHU CLOSET TO ACT AS RETURN PLENUM.
5. RETURN AIR GRILLE SERVING STORE SHALL BE MOUNTED AT BOTTOM FACE OF DROPPED SOFFIT IN THIS LOCATION.
6. RELOCATED AIR HANDLING UNIT MOUNTED ON ADJUSTABLE STAND. MODEL AHEB AS MANUFACTURED BY MIAMI TECH INC OR EQUIVALENT. REFER TO AHU MOUNTING DETAIL FOR ADDITIONAL INFORMATION.
7. EXTEND AND/OR PROVIDE NEW CONTROL WIRING TO RECONNECT EXISTING THERMOSTAT TO AHU AND MAKE FUNCTIONAL.
8. NOT USED.
9. TRANSITION FROM 20X12 AHU DISCHARGE TO 14X12 IN VERTICAL RISE TO ALLOW FOR CONNECTION TO 14"Ø SPIRAL ROUND METAL DUCTWORK.
10. ALL EXPOSED DUCTWORK SHALL BE UNPAINTED DOUBLE-WALL INSULATED SPIRAL ROUND DUCT. DUCT SHALL BE MOUNTED AS HIGH AS POSSIBLE AND CENTERED ON PEAK OF VAULTED CEILING.
11. CONDENSATE DRAIN LINE SHALL TERMINATE ABOVE SPLASH BLOCK IN LANDSCAPED AREA ADJACENT TO BUILDING AT A DISTANCE OF NO LESS THAN 12" AWAY FROM THE STRUCTURE.
12. ROUTE 3/4" CONDENSATE DRAIN TIGHT TO WALL BEHIND ICE MACHINE, MAINTAINING PITCH OF 1/8" PER FOOT TOWARD THE TERMINATION.
13. NEW DUCTWORK SHALL BE ROUTED TO UTILIZE EXISTING OPENINGS IN FIRE RATED WALL. PATCH, SEAL, AND FIRESTOP ANY UNUSED OPENINGS AND PORTIONS OF OPENINGS IN WALL TO MATCH CONSTRUCTION AND MAINTAIN RATING OF EXISTING WALL.
14. SUPPLY GRILLES SHALL BE MOUNTED ON DUCTWORK TO DIRECT AIRFLOW 30 DEGREES BELOW HORIZONTAL. REFER TO DUCT MOUNTED SUPPLY GRILL DETAIL FOR ADDITIONAL INFORMATION.
15. NEW AIR CURTAIN MOUNTED ABOVE DOOR. OPERATION INTERLOCKED WITH DOOR-ACTIVATED SWITCH. REFER TO EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION.

LORINOS ENGINEERING LLC
LICENSE NUMBER 35933
11520 ISLAND LAKES LANE
BOCA RATON, FL 33498
561-907-7575
WWW.LORINOS.COM

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K.I.E. LORINOS
LICENSED
No. 56018
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KYLE LORINOS ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT:
BOYNTON HARBOR MARINA DOCKMASTER HVAC UPGRADE

ADDRESS:
735 CASA LOMA BLVD
BOYNTON BEACH, FL 33435

PROJECT NUMBER: 24-0140

REVISIONS:

-	ISSUED FOR CONSTRUCTION	3/15/24
1	CLARIFICATIONS REVISIONS	4/15/24

NORTH:

SCALE: 1/4" = 1'-0"

TITLE:
MECHANICAL DEMOLITION AND NEW WORK PLANS

SHEET:
M2

EXISTING AIR-COOLED SPLIT SYSTEM UNIT SCHEDULE

TAG	MAKE	AREA SERVED	AIR HANDLING UNIT DATA										CONDENSING UNIT DATA							REMARKS
			MODEL	TOTAL COOLING CAPACITY (MBH)	SENSIBLE COOLING CAPACITY (MBH)	HEATING CAPACITY (KW)	SUPPY AIRFLOW (CFM)	OA AIRFLOW (CFM	ESP (IN. W.C.)	FAN HP	MCA	MOP	VOLTAGE	TAG	MAKE	MODEL	SEER2	MCA	MOCP	VOLTAGE	
EX-AHU-1	TRANE	DOCKMASTER BUILDING	TEM4A0C37S31SC	36.0	27.0	8KW	1000	185	0.5	1/3	35.0	40	208/1/60	EX-CU-1	TRANE	4TTR4036N1000	14.3	18.0	30	208/1/60	1, 2, 3, 4, 5

REMARKS:
1. EQUIPMENT INDICATED IN THIS SCHEDULE IS EXISTING TO REMAIN. INFORMATION PROVIDED FOR REFERENCE.
2. REBALANCE SUPPLY AIRFLOWS AND OUTDOOR AIR QUANTITIES PER THIS SCHEDULE.
3. PROVIDE NEW ADJUSTABLE STAND, MODEL AHEB AS MANUFACTURED BY MIAMI TECH INC OR EQUIVALENT.
4. PROVIDE CONDENSATE PUMP, MODEL VCMA-15 AS MANUFACTURED BY LITTLE GIANT OR EQUIVALENT.
5. REFER TO AHU MOUNTING DETAIL FOR ADDITIONAL INFORMATION.

DOOR AIR CURTAIN UNIT SCHEDULE

TAG	AREA SERVED	MAKE	MODEL	OPENING WIDTH (IN.)	AIR VOLUME (CFM)	HEATING CAPACITY (KW)	FAN QTY	MOTOR HP	MCA	MOP	VOLTAGE	WEIGHT (LBS)	REMARKS
DAC-1	STORE	BERNER	CLC0810072A	72	2010	0	1	1/5	3.4	15	120/1/60	64	1, 2, 3, 4

REMARKS:
1. WHITE POWDER COATED EXTERIOR.
2. AMBIENT AIR, NO HEAT.
3. TWO-SPEED MOTOR.
4. PROVIDE WITH DOOR-ACTIVATED LIMIT SWITCH.

DIFFUSER AND GRILLE SCHEDULE

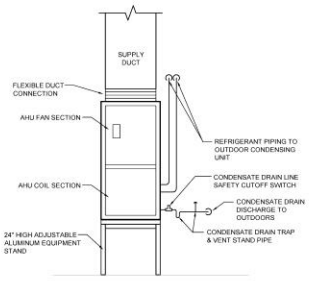
TAG	MAKE	MODEL	NOMINAL SIZE	NECK SIZE	FINISH	MATERIAL	MOUNTING	REMARKS
CD-1	METALAIRE	5000 S3	9X9	9X9	WHITE	ALUMINUM	SURFACE	1, 2, 3, 4, 5
CD-2	METALAIRE	5000 S4	12X12	12X12	WHITE	ALUMINUM	SURFACE	1, 2, 3, 4, 5
SG-1	METALAIRE	4004SP	14X6	14X6	MILL/UNPAINTED	ALUMINUM	DUCT	1, 2, 3, 4, 5
RG-1	METALAIRE	RH	8X8	8X8	WHITE	ALUMINUM	SURFACE	1, 2, 4, 5
RG-2	METALAIRE	RH	10X10	10X10	WHITE	ALUMINUM	SURFACE	1, 2, 4, 5
RG-3	METALAIRE	RH	18X16	18X16	WHITE	ALUMINUM	SURFACE	1, 2, 4, 5

REMARKS:
1. COORDINATE ALL COLOR CHOICES WITH OWNER PRIOR TO ORDER OR MOUNTING.
2. CONFIRM ALL MOUNTING TYPES PRIOR TO ORDER.
3. THROW PATTERNS AS INDICATED BY ARROWS ON FLOOR PLANS.
4. PROVIDE WITH MANUFACTURER'S INTEGRAL VOLUME DAMPER.
5. PROVIDE EXTERNALLY INSULATED PLENUM BOX ON GRILLE IF REQUIRED FOR FLEX CONNECTIONS.

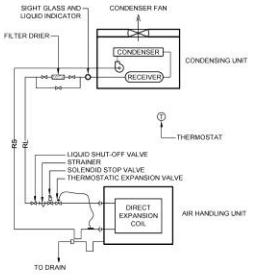
VENTILATION INDEX

UNIT	ROOM NAME	OCCUPANCY CLASSIFICATION	FLOOR AREA (SF)	OCCUPANT DENSITY (#/1000 SF)	OCCUPANTS	OA CFM/PERSON REQUIRED	OA CFM/SF REQUIRED	EXHAUST AIRFLOW REQUIRED	TOTAL OA REQUIRED	OA CFM PROVIDED
EX-AHU-1	STORE	SALES	556	15	8.3	7.5	0.12	0	129.3	130
	STORE OFFICE	OFFICE SPACES	121	5	0.6	5	0.06	0	10.3	15
	DOCKMASTER OFFICE	OFFICE SPACES	215	5	1.1	5	0.06	0	18.3	20
	EX-AHU-1 TOTAL	-	-	-	-	-	-	-	157.8	165

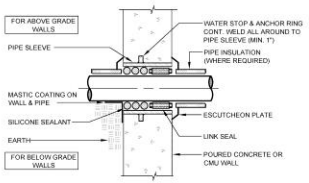
NOTES:
1. VENTILATION CALCULATIONS FOR OCCUPIED SPACES BASED ON FBCM TABLE 403.3.1.1.



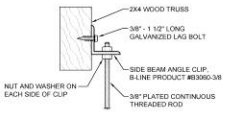
DX AIR HANDLING UNIT DETAIL



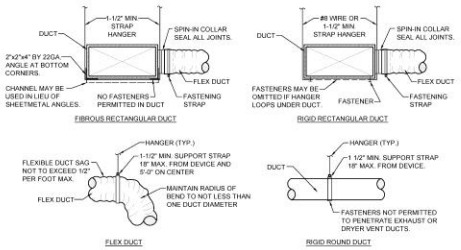
DX AIR-COOLED SPLIT SYSTEM CONNECTION DETAIL



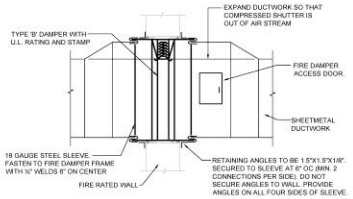
PIPE SLEEVE DETAIL



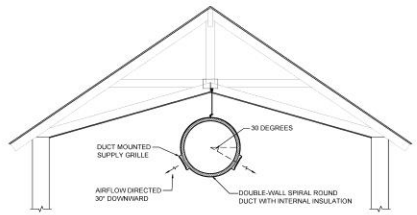
WOOD STRUCTURE UPPER ATTACHMENT DETAIL



DUCTWORK SUPPORT DETAILS



FIRE DAMPER DETAIL



DUCT MOUNTED SUPPLY GRILLE DETAIL

LORINOS ENGINEERING LLC

LICENSE NUMBER 35033
11520 ISLAND LAKES LANE
BOCA RATON, FL 33498
561-907-7575
WWW.LORINOS.COM

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KYLE LORINOS ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT

BOYNTON HARBOR MARINA DOCKMASTER HVAC UPGRADE

ADDRESS

735 CASA LOMA BLVD
BOYNTON BEACH, FL 33435

PROJECT NUMBER 24-07040

REVISIONS	
-	ISSUED FOR CONSTRUCTION 3/15/24

NORTH

SCALE NOT TO SCALE

TITLE

MECHANICAL SCHEDULES AND DETAILS

SHEET

M3

SADLER BUILDERS INC.

Licensed Building Contractor CBC 1253615
P.O. Box 741355 Boynton Beach, Florida 33474
954.275.5308. lat26marine@yahoo.com

(REVISED) PROPOSAL

Date: August 13, 2024

Client:
Boynton Beach CRA

ATTN: Theresa Utterback

Project Location:
Boynton Harbor Marina
735 Casa Loma Blvd.
Boynton Beach, FL.

SCOPE OF WORK

The following scope of work is per the plans provided by the Boynton Beach CRA and prepared by Lorinos Engineering LLC.
The General Scope of work is to re-locate the existing A/C Air handler and the duct work. This scope includes:

- Removal of all the existing duct work at the marina office
- Relocate the existing Air Handler into the marina store space
- Add all new duct work as shown on plans
- Construct a closet area for the new Air Handler, including a louvered door for access
- Remove existing A/C vents, patch holes
- Patch holes where A/C Contractor created to remove the existing duct work
- In fill the two opening between the office conference room and the bathrooms, in the concrete wall above the ceiling, that will no longer be utilized
- All other work as outlined on the plans for the A/C system
- Apply and acquire a permit for the work to be completed

Total Cost……$36,950.00 (See below Schedule of Values)

Exclusions:
- Permit Fees will be the direct responsibility of the Owner
- Painting by others

Site Requirement
- Parking- We will coordinate with Marina Management as to the availability of parking
- Working Hours- We will coordinate with Marina Management the working hours, to minimize the impact of the store's operations
- Merchandise - It will be the Marina Management responsibility to relocate the merchandise where needed. The Contractor will be responsible for the protection of the Merchandise from dust or construction debris

Respectfully Submitting

James C. Sadler
Sadler Builders INC.

The Undersigned has read the Terms and Conditions of this Proposal and agree to the Commencement of the work. Upon receipt of the Permit, Sadler Builders will submit a draw schedule for the project.

_____ _____
Owner Date

SCHEDULE OF VALUES

Mechanical
Relocate Existing A/C per plan.....$9,000.00
Furnish and Install New Refrigerant and condensate drain Line..... $1000.00
Furnish and Install New Duct Work, dampers, grilles, Outdoor air intake per plan.....$9,700.00
Remove Cap and Property Dispose All Existing duct work, vents, diffusers,
Condensate lines, refrigerant lines, material and debris from the demo per plan.....$1,200.00
Furnish and Install New Air Curtain.....$2,800.00
Patch, repair and restore all holes.....$1,550.00
Subtotal Mechanical.....$25,250.00

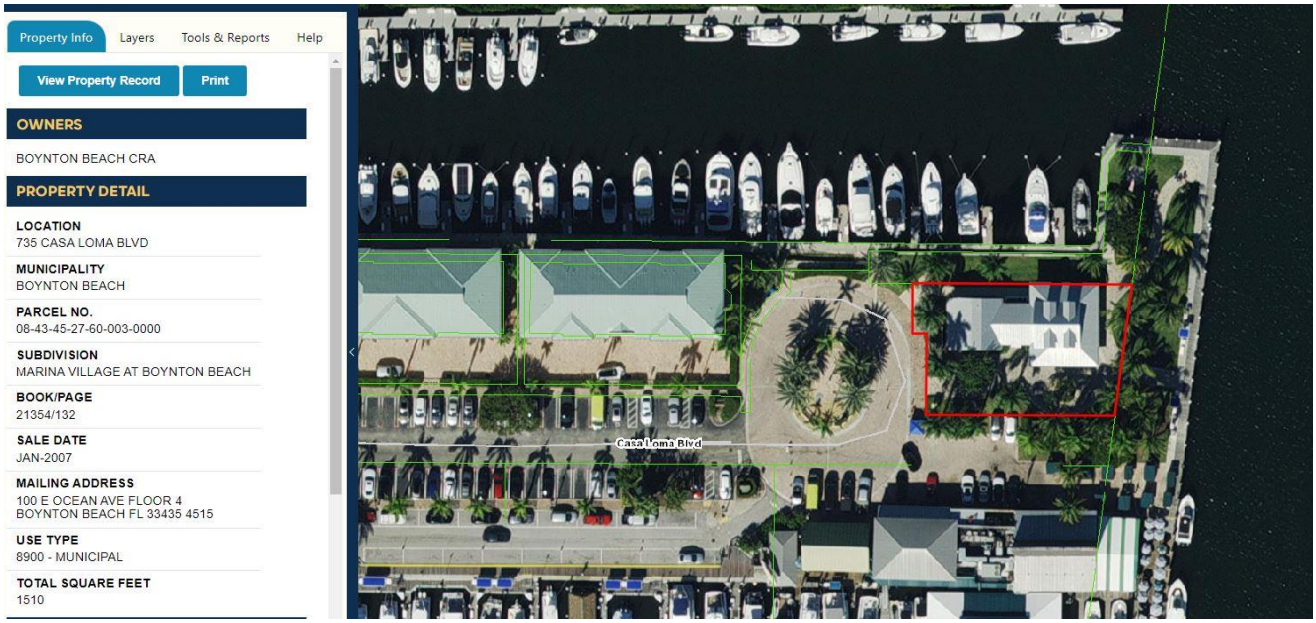
Electrical
Relocate Electrical Wiring to A/C per plan.....$2,000.00
Disconnect Existing Electrical.....$500.00
Furnish and Install New Control Wiring for A/C.....$900.00
Subtotal Electrical.....$3,400.00

Carpentry
Furnish and Install A/C Closet with louvered Access Door.....$3,000.00
Patch and repair holes created to remove the existing duct work.....$850.00
Patch and repair A/C penetrations on interior and exterior of Building.....$700.00
Subtotal Carpentry.....$4,550.00

Management
Overhead and Profit.....$2,750.00
Dumpster.....$ N/A
Permit Processing.....$750.00
Insurance.....$250.00
Subtotal Management.....$3,750.00

Project Location (Property): **Boynton Harbor Marina**
Dockmaster Building
735 Casa Loma Boulevard
Boynton Beach, FL 33435
Property Control Number: 08-43-45-27-60-003-0000

Location Map:



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CRA ADVISORY BOARD

AGENDA ITEM 13.A

SUBJECT:
2025 CRA Advisory Board Meeting Dates

SUMMARY:
The 2025 Boynton Beach Community Redevelopment Agency Advisory Board (CRAB) meetings will be held in Commission Chambers (unless otherwise noted) at City Hall, 100 E. Ocean Avenue, Boynton Beach, FL 33435 on the first Thursday of every month at 6:00 pm.

2025 Meeting Dates (see Attachment I):
January 2 (Room 115)
February 6
March 6
April 3
May 1 (Room 115)
June 5
July 3
August 7
September 4
October 2 (Room 115)
November 6
December 4

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

CRAB RECOMMENDATION:
Approved the 2025 CRA Advisory Board meeting dates.

ATTACHMENTS:

	Description
•	Attachment I - 2025 CRAB Meeting Date Calendar

NOTICE OF BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD (CRAB) MONTHLY MEETING DATES FOR 2025

The 2025 Boynton Beach Community Redevelopment Agency Advisory Board (CRAB) meetings will be held in Commission Chambers (unless otherwise noted) at City Hall, 100 E. Ocean Avenue, Boynton Beach, FL 33435 on the first Thursday of every month at 6:00 PM:

January 2 (City Hall Community Room 115)
February 6
March 6
April 3
May 1 (City Hall Community Room 115)
June 5
July 3
August 7
September 4
October 2 (City Hall Community Room 115)
November 6
December 4

Tim Tack, Assistant Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
561-737-3256

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

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CRA ADVISORY BOARD

AGENDA ITEM 13.B

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).

The CRAB Board finalized their presentation on the 2016 CRA Plan Revision Recommendations together at the January meeting and will plan to present their findings at the January 14, 2025 CRA Board 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: January 14, 2025

CRA ADVISORY BOARD

AGENDA ITEM 13.C

SUBJECT:
Reports on Pending Assignments - New Assignments from the CRA Board Assigned at the February 13, 2024 CRA Monthly Board Meeting - 2016 CRA Plan Revision Recommendations

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.

The CRAB Board discussed the CRA Plan in its entirety and will be presenting their findings at the January 14, 2025 CRA Board Meeting (see Attachment I).

FISCAL IMPACT:
To be determined.

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

CRAB RECOMMENDATION:
See Attachment I.

CRA BOARD OPTIONS:
To be determined.

ATTACHMENTS:

Description
• Attachment I - CRA Advisory Board 2016 CRA Plan Revision Recommendations

2025

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD
PLAN RECOMMENDATIONS

MISSION STATEMENT

The Boynton Beach Community Redevelopment Agency (BBCRA) serves the community by guiding redevelopment activities such as affordable housing, free business promotional events, and small business funding programs that create a vibrant downtown core and revitalized neighborhoods within the Agency's 1,650 acres located along the eastern edge of the City of Boynton Beach.

Adoption Date: October 4, 2016



The 2016 Community Redevelopment Plan, while ambitious at its inception, no longer aligns with the current needs and aspirations of Boynton Beach residents and visitors. With the city evolving rapidly, it's time to re-imagine this plan to better reflect today's priorities—emphasizing sustainable growth, vibrant public spaces, diverse housing options, and attractions that appeal to both locals and tourists. A refreshed vision will ensure Boynton Beach remains a thriving, dynamic community that meets the demands of the future.

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY



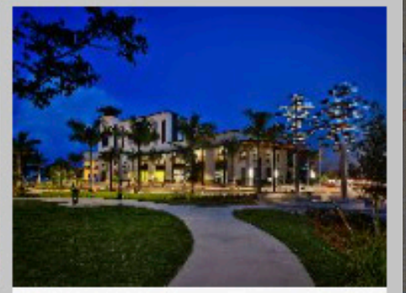
1 Federal Highway District - North Entry



2 Federal Highway District - South Entry



3 Downtown District



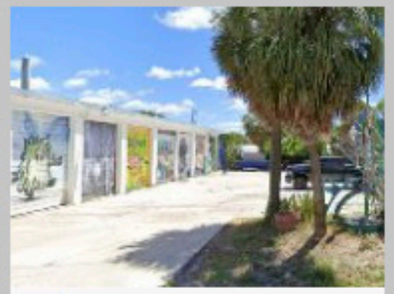
4 Cultural District



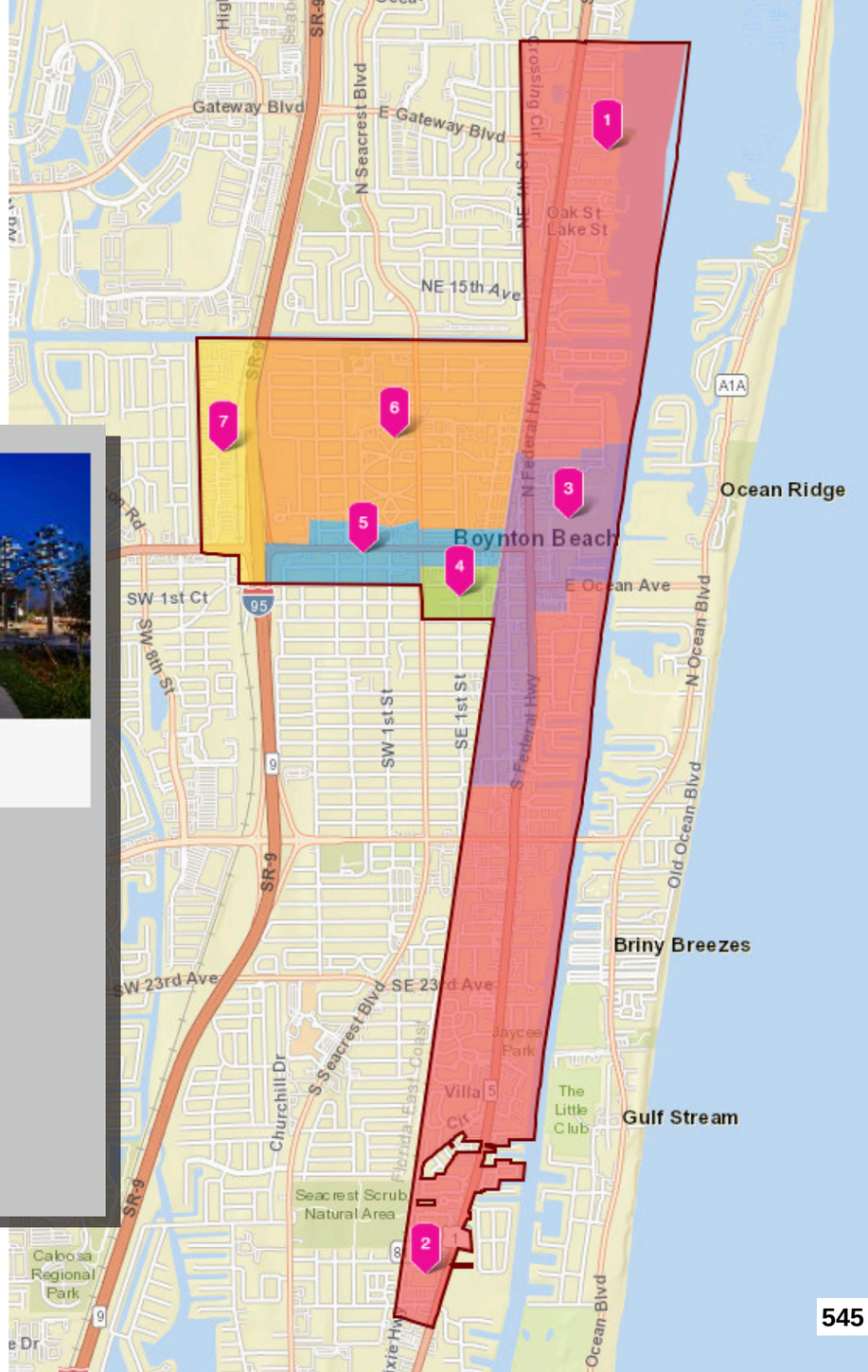
5 Boynton Beach Blvd District



6 Heart of Boynton District



7 Industrial/Craft District



DISTRICT RECOMMENDATIONS / CONSIDERATIONS

Educate residents about the CRA Districts.

Re-Evaluate district boundaries and consider renaming/re-branding.
(e.g., Creating a Marina District currently in the Downtown District)

Reevaluate the Boynton Beach CRA branding to align with the city's evolving identity and vision for the future.

Implementing a comprehensive multi-modal connectivity plan will enhance connectivity, accessibility, and efficiency across all districts/city, ensuring equitable mobility options for residents and visitors throughout the city.

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

DISTRICT RECOMMENDATIONS / CONSIDERATIONS

Consider creating a new tagline that could better encompass its vibrant community and diverse appeal. "Gateway to the Gulfstream" highlights the coast but may not reflect Boynton Beach's full identity.

Explore partnerships with Live Local projects to incorporate a grocery store, particularly in or adjacent to The Heart of Boynton district, enhancing accessibility and supporting community needs.

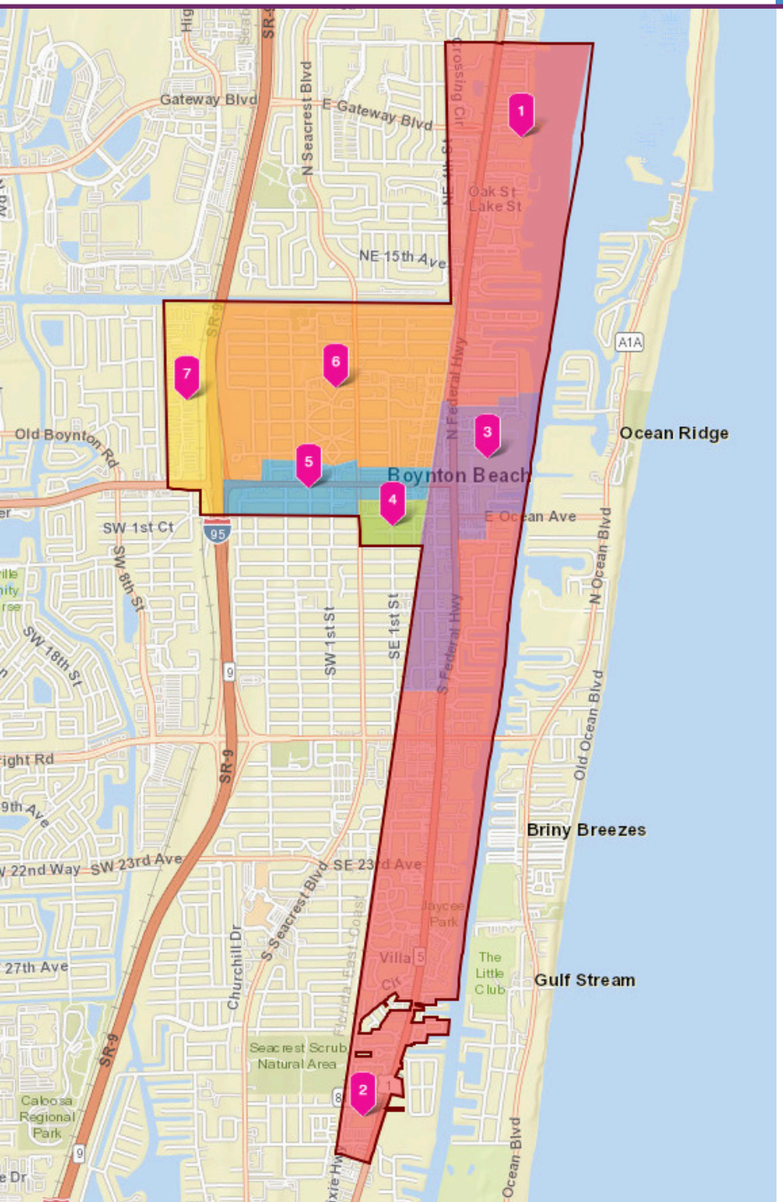
Engage community residents to collaborate with the CRA to rename the streets in our Downtown, Cultural, and Heart of Boynton districts, reflecting the area's unique character and shared heritage.

Examine and coordinate potential funding for infrastructure improvements for all districts.
(water, sewer, drainage)

Continue land banking opportunities. (affordable housing, retail, mixed-use, office, hotel, re-development)

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD PLAN RECOMMENDATIONS



Federal Highway Corridor District

(North & South Entry)

- Create gateway features, and incorporate green canopy spaces.
- Create a sense of destination.
- Implement marketing techniques and attraction programs to encourage businesses, restaurants and retail to relocate, expand or start new operations within the district.
- Expand sidewalks and pedestrian areas.



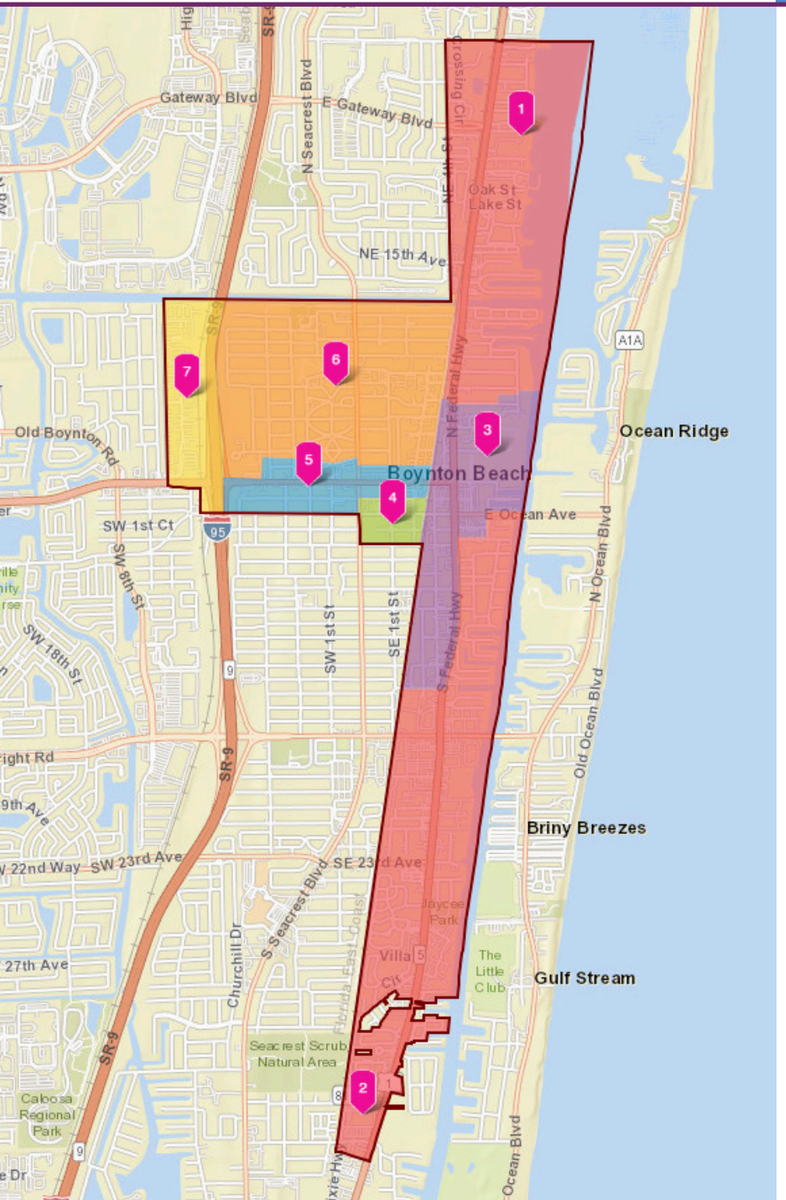
1 Federal Highway District - North Entry



2 Federal Highway District - South Entry

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD PLAN RECOMMENDATIONS



Downtown District

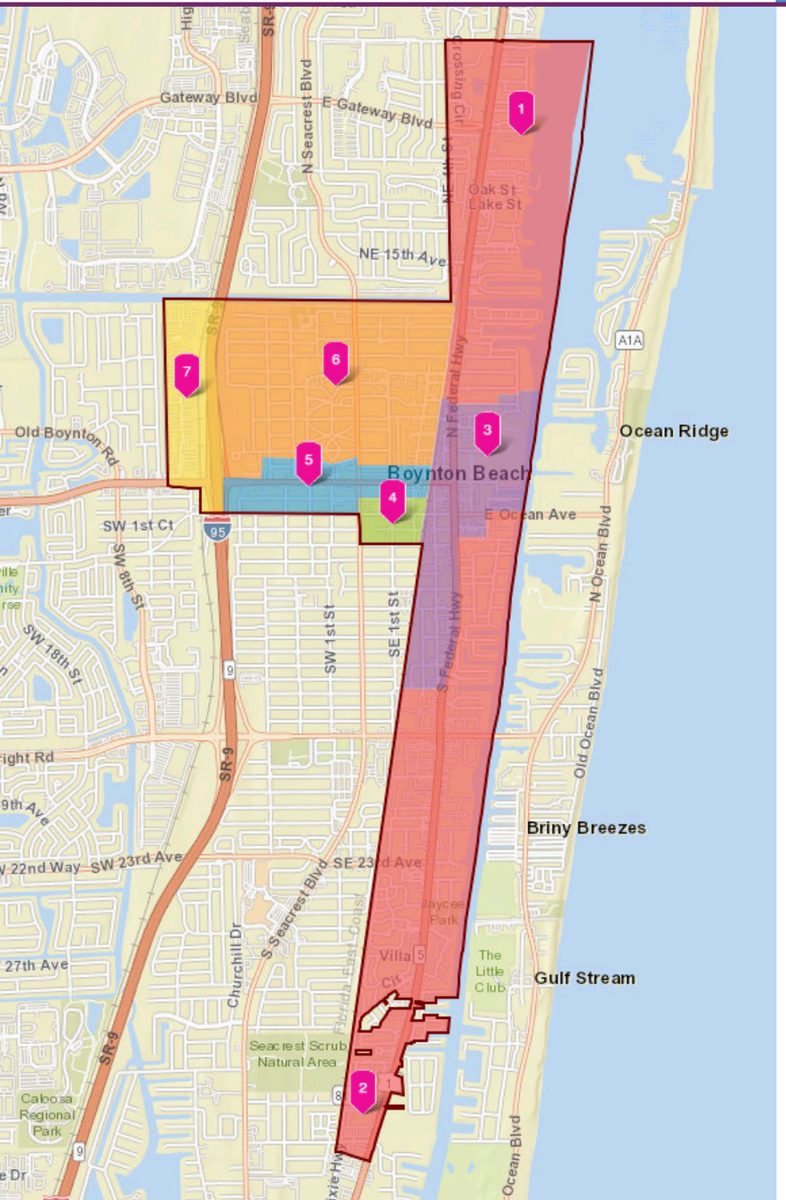
- Look for land opportunities for or a parking garage.
- Identify City and private owned surface lots in the meantime for public parking.
- Beautify the Federal corridor.
  (canopy tree, landscaping, hardscaping, wider sidewalks, decorative lighting, public art)
- Increase activation at Veteran's Park with features like red, white, and blue lighting.
- Acquire/partner land for a grocery store.
- Enhance maintenance, safety, and cleanliness to accommodate pedestrian traffic.



3 Downtown District

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD PLAN RECOMMENDATIONS



Cultural District

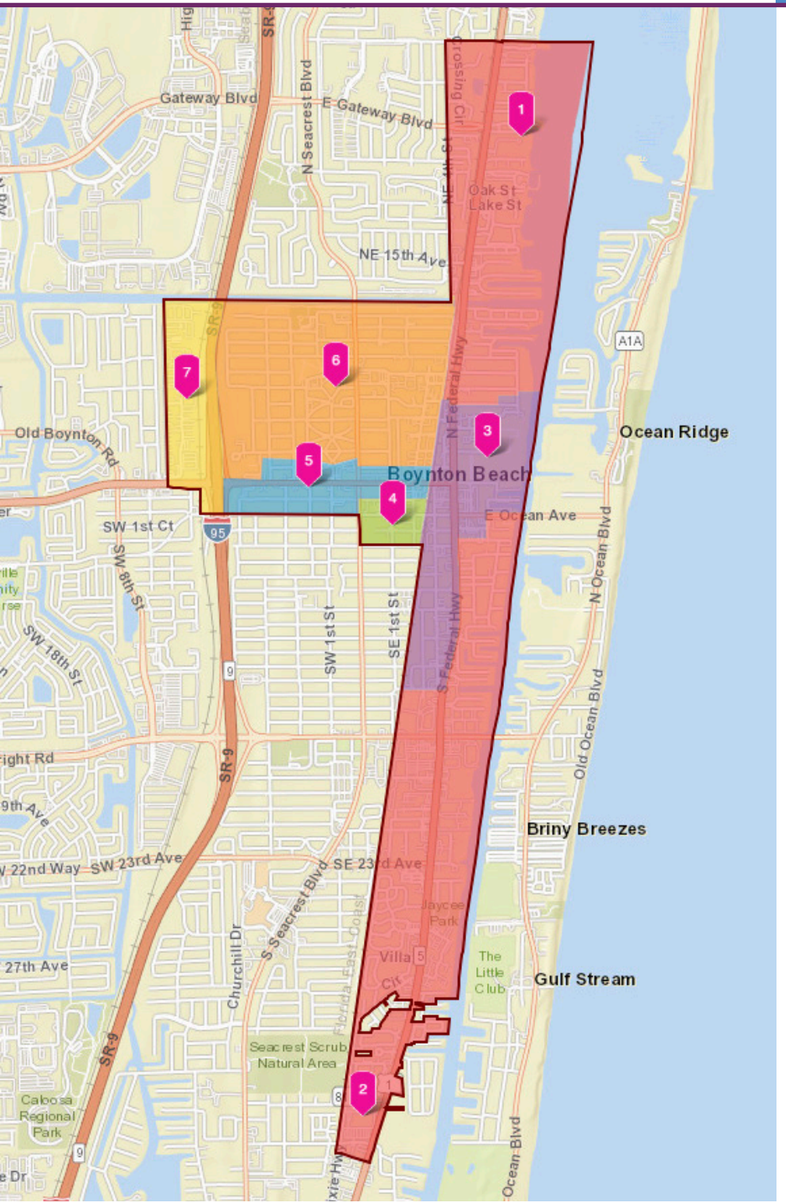
- Create a gateway to establish a sense of arrival.
- Increase activation throughout the corridor.
  - *splash pads, family-friendly features*
- Enhance lighting.
- Implement way-finding and signage.
- Add foliage and trees
  - *palm trees, flowers*
- Designate the area as a unique district within Boynton Beach
  - *Ocean Avenue with distinct pavers, lamppost signage etc.*
- Improve public safety. *(currently a vehicular corridor will become more pedestrian friendly)*
- Provide markets and services to support increased development and density.
- Preserve historic buildings and consider relocation when necessary.
  - *Pioneer Village: Oscar Magnuson House, Andrew's House*
- Expand and preserve the art component throughout the corridor.



4 Cultural District

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD PLAN RECOMMENDATIONS



Boynton Beach Boulevard District

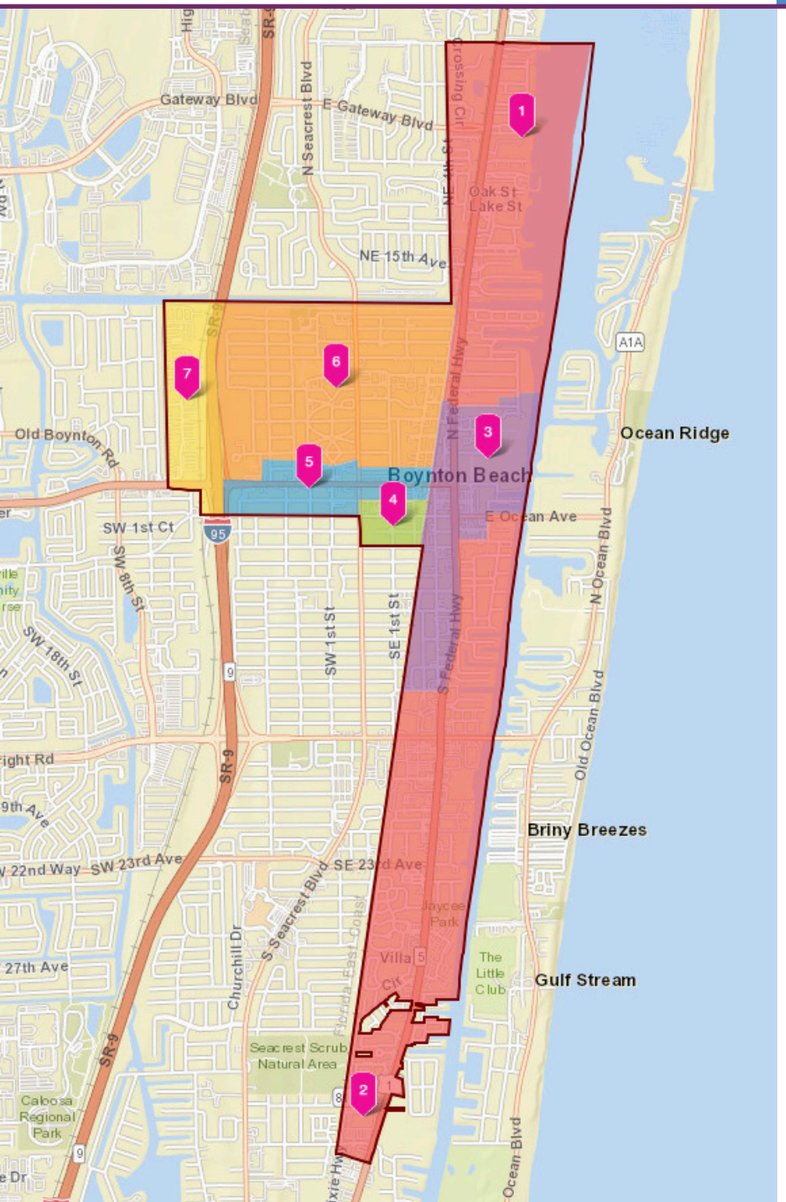
- Improve or install additional sidewalks.
- Add decorative lighting.
- Install a gateway feature.
- Increase way-finding and neighborhood identification signage.



5 Boynton Beach Blvd District

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD PLAN RECOMMENDATIONS



Heart of Boynton District

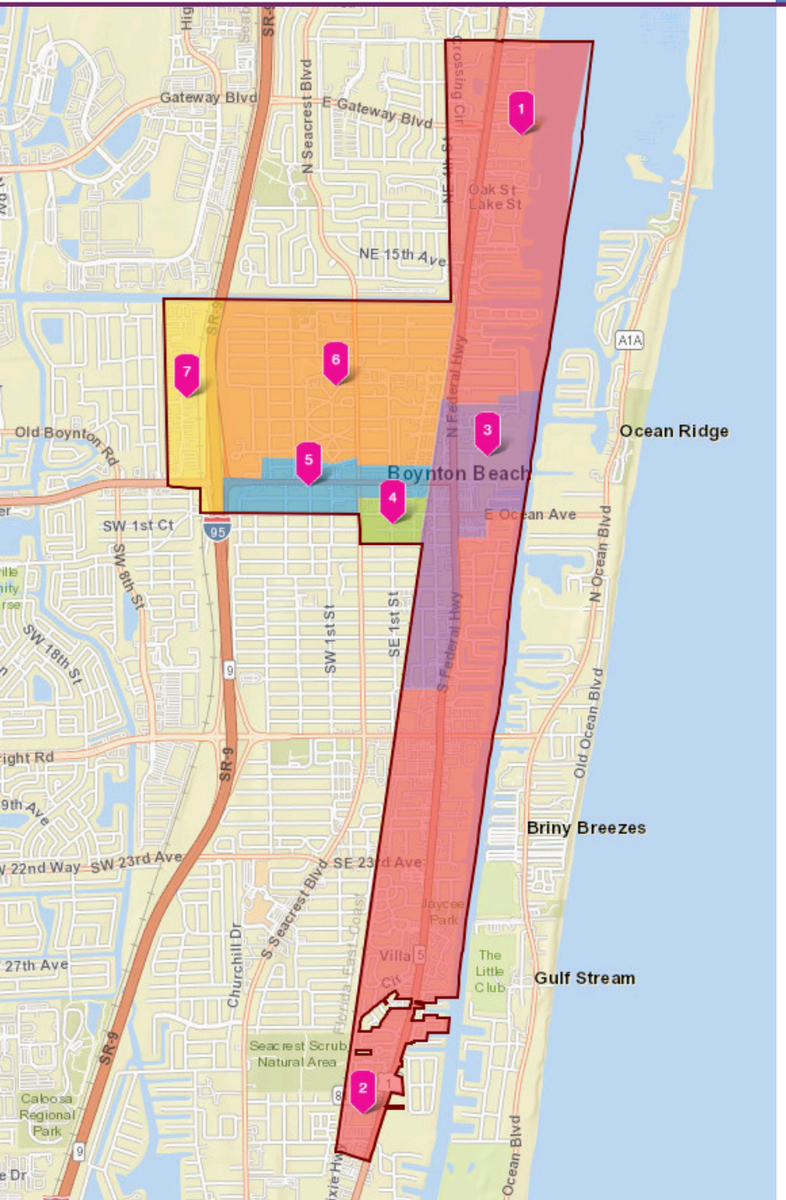
- Incorporate a grocer into or adjacent to the district .
- Solicit community input.
- Include a farmer's/green market/gathering space within the MLK corridor.
- Increase public art installations in the Heart of Boynton.
- Improve older homes in the area.
- Enhance community greening initiatives.
- Change some street names to be more represent the community.



6 Heart of Boynton District

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD PLAN RECOMMENDATIONS



Industrial District

- Transform the industrial area into a destination.
- Install paved west-end walkways and lighting.
- Develop on-street parking on Industrial Avenue.
- Add fencing separation the west-end homes.
- Identify land for parking and turnarounds.
- Promote future residential and commercial redevelopment.
- Improve lighting.
- Enhance street-scape and landscaping.
- Create activation areas for art and activities.
- Add street signage.
- Incorporate CPTED principles. *(Crime Prevention Through Environmental Design)*
- Install monument signs.
- Address code enforcement to clean and beautify the area.
- Work with business owners to enhance and beautify their properties.



7 Industrial/Craft District

Thank You

ADVISORY BOARD MEMBERS 2023-2025

Naomi Cobb (Chair)
Courtlandt McQuire (Vice Chair)
Kameren Maharaj
Lesha Roundtree
Alexandria Lopresto
Chevette Gadson
Thomas Ramiccio

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

OLD BUSINESS

AGENDA ITEM 14.A

SUBJECT:
Continued Discussion and Consideration of Circuit Transit Inc.'s Contract 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, 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. At the September 10, 2024 meeting, the CRA Board approved the 6-month contract renewal extending service to March 2025 (see Attachment V).

Since the contract renewal, CRA staff met with Circuit to extend services to the southern and northern end of the Federal Highway District.

As the pilot program is approaching the end of its first year of service on March 5, 2025, the Board directed staff at their December 10, 2024 meeting, to meet with the City to discuss opportunities for expansion.

On December 17, 2024, CRA/City staff met to discuss expanding the service area outside of the CRA boundaries. City staff would like to renew the current contract with the existing service area to Oceanfront Beach Park and look at expanding the service area during FY25/26 budget discussions with the City.

On January 7th, the CRA met with Circuit representatives regarding their discussions with Bethesda Hospital and Tri-Rail about potential sponsorship opportunities.

At the February 11th meeting, staff will bring back the Circuit Agreement for final approval as well as the ILA with the City to extend service after March 5th. The City Commission will also review and approve the ILA at their February 4th meeting.

Staff, legal counsel and a representative from Circuit will be in attendance to answer any questions.

FISCAL IMPACT:
FY 2024-2025 Budget, Project Fund, Line Item 02-58500-470, $400,000 for Circuit Contract

CRA BOARD 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 - 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.

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Section 7. Trip Sharing

A. Drivers shall be permitted to transport more than one (1) party but no more than five (5) parties in GEM vehicles and four (4) parties in the E-Sedan under the following conditions:
   i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
   ii. All passengers must use seatbelts at all times.
   iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

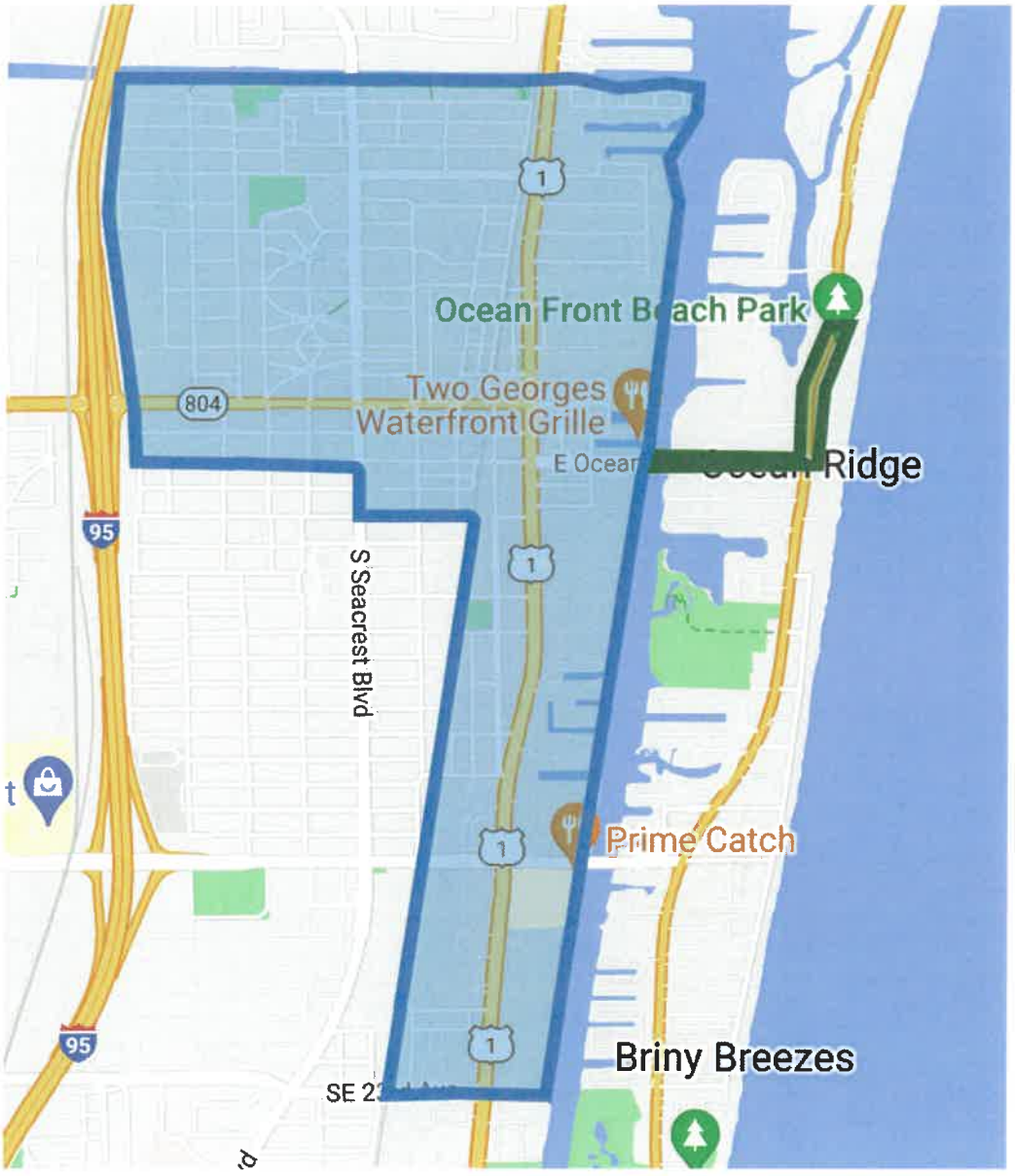
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

Exhibit A-1 Service Area

The Circuit Service Area for City of Boynton Beach CRA that is active in the Ride Circuit app and on the Circuit website is as follows:



Zone 1: Area shaded blue
Zone 2: Area shaded green

Exhibit B: Pricing Schedule

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Phase 1 Downtown/Federal Highway/ Beach Zone -

Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Hours Per Week	60	60	60	60	60	60	60	60	60	60	60	60
Hours Per Month	261	261	261	261	261	261	261	261	261	261	261	261
# of GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of ADA GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	0	0	0	0	0	0	0	0	0	0	0	0
# of Sedans	2	2	2	2	2	2	2	2	2	2	2	2
GEM Vehicle Service Hours	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
ADA Standby GEM Service Hours (STANDBY)	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
EV Van Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sedan Service Hours	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0
$ / GEM Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / ADA Standby GEM/Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / EV Van Service Hour	$ - .00	$ - .00	$ .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00
$ / Sedan Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
Total Costs	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509
Ad Revenue / Month	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Expected Fare Revenue / Month	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132
Expected Revenues	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132
Monthly Net Cost to CRA (E)	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377

GEMS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$41.61
46-50	$38.58
51-55	$36.59
56-60	$34.97
61-65	$33.61
66-70	$32.45
71-75	$31.46
76-80	$30.60
81-85	$29.84
86-90	$29.18
91-95	$28.58
96+	$28.05

VANS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$60.65
46-50	$55.43
51-55	$52.02
56-60	$49.22
61-65	$46.88
66-70	$44.89
71-75	$43.19
76-80	$41.71
81-85	$40.43
86-90	$39.26
91-95	$38.24
96+	$37.32

Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$46.23
46-50	$42.59
51-55	$40.22
56-60	$38.27
61-65	$36.63
66-70	$35.25
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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.

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.

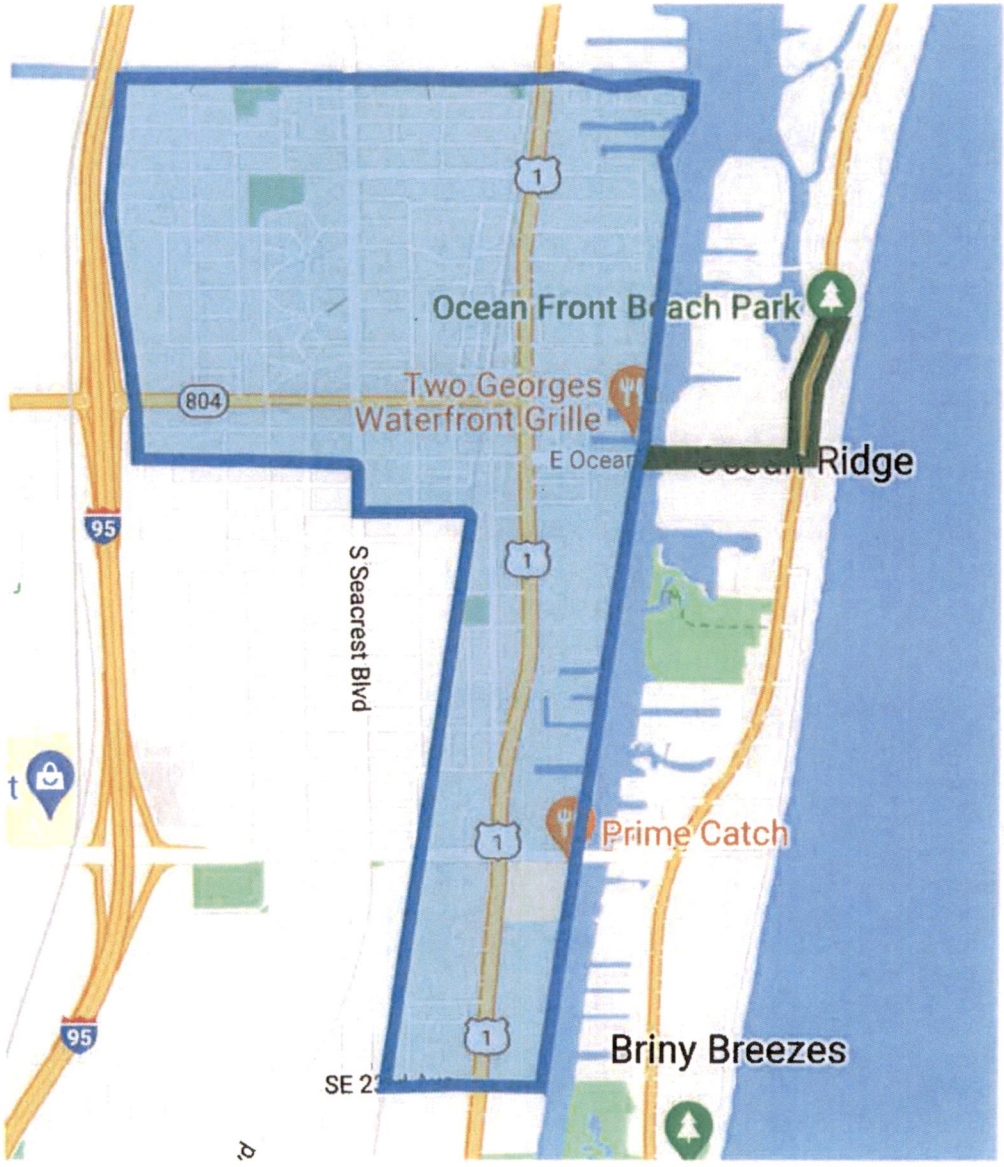
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

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

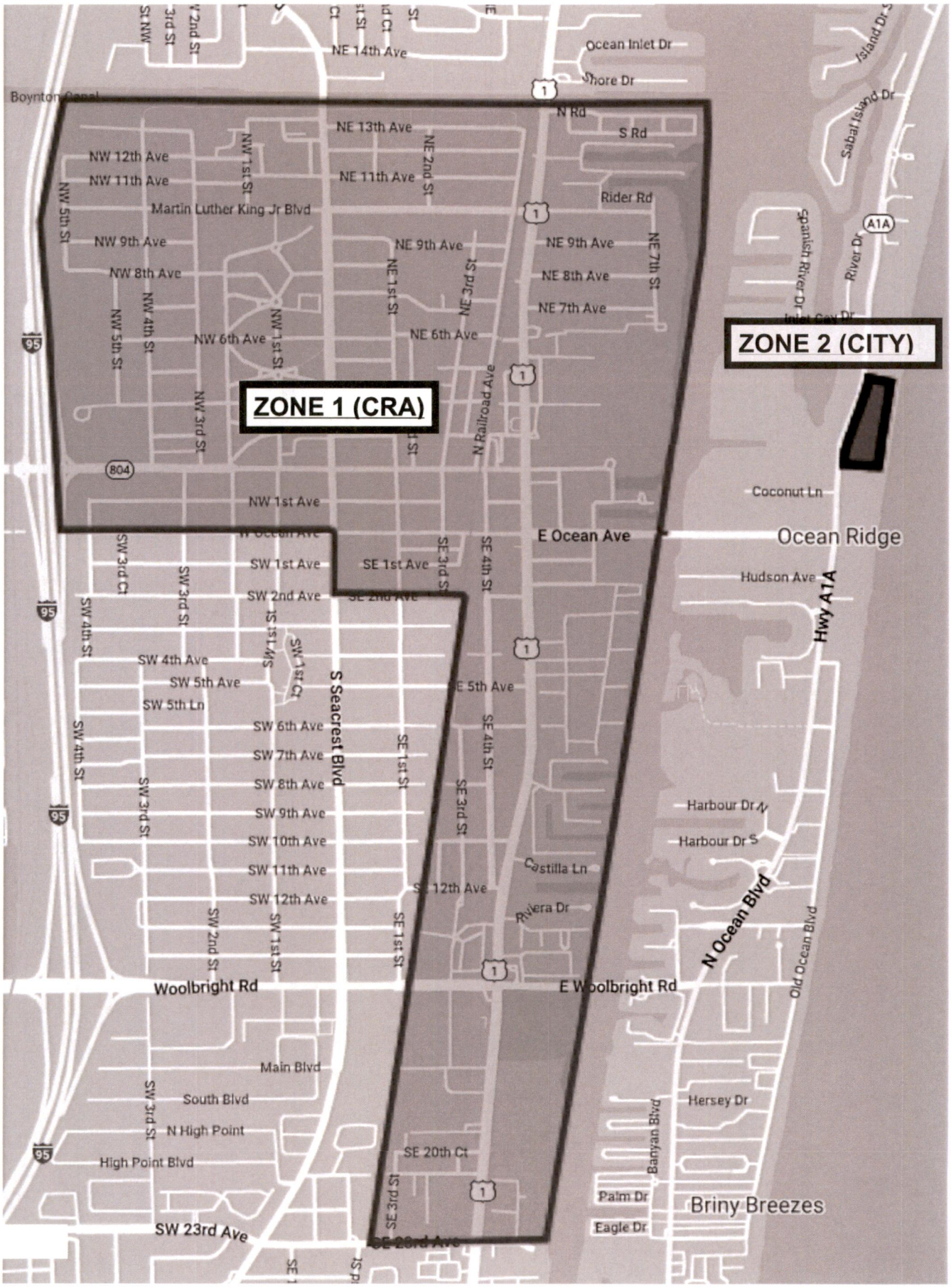

ZONE 1 (CRA)
ZONE 2 (CITY)
Ocean Inlet Dr
Shore Dr
NE 14th Ave
NE 13th Ave
NE 11th Ave
NW 12th Ave
NW 11th Ave
Martin Luther King Jr Blvd
NW 9th Ave
NW 8th Ave
NW 6th Ave
NE 9th Ave
NE 8th Ave
NE 7th Ave
NE 6th Ave
Rider Rd
N Rd
S Rd
Sabal Island Dr
Spanish River Dr
River Dr
A1A
Inlet Cay Dr
Coconut 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
Boynton Canal
N Railroad Ave

EXHIBIT C

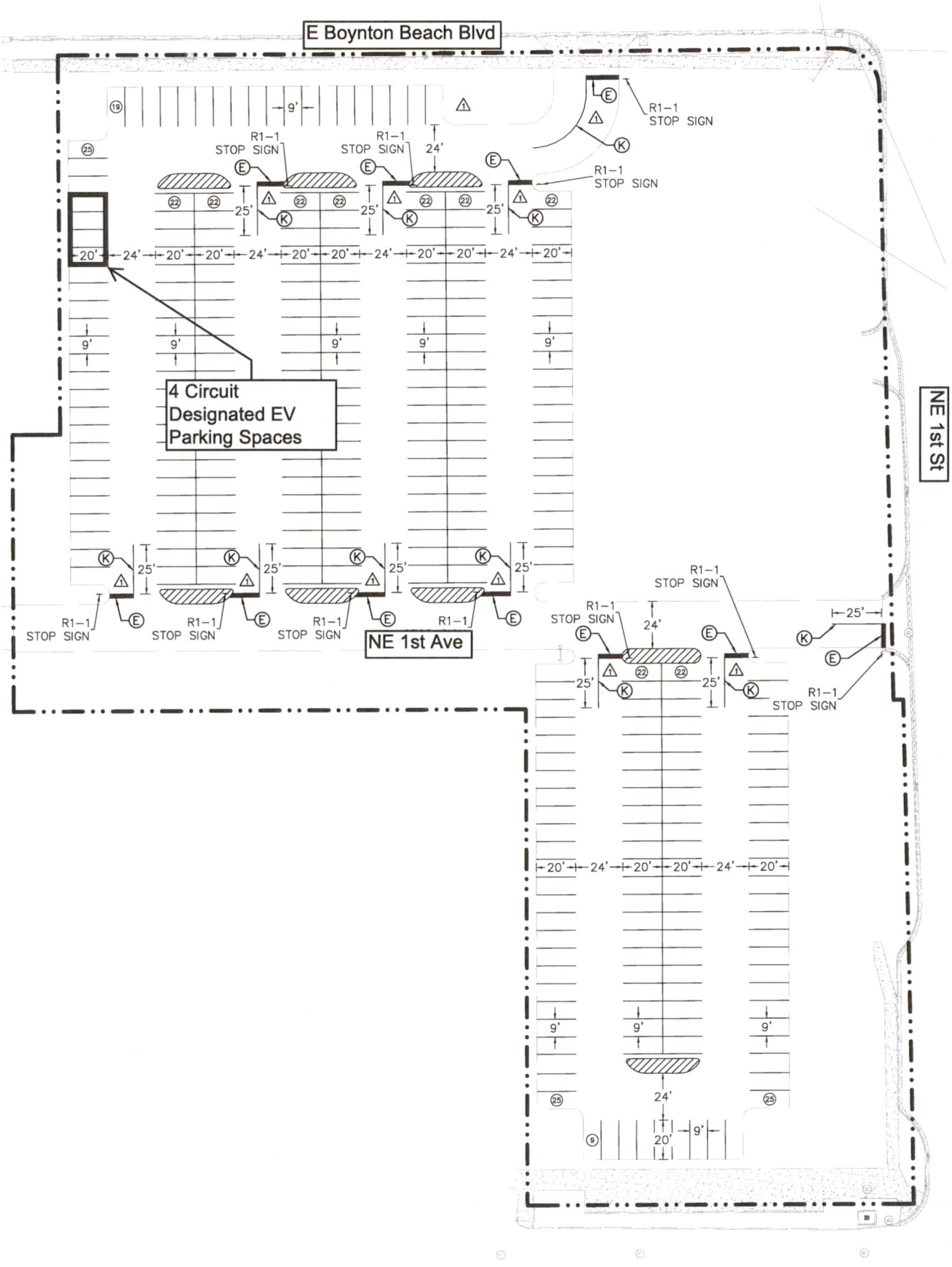

E Boynton Beach Blvd
NE 1st St
NE 1st Ave
4 Circuit
Designated EV
Parking Spaces
R1–1
STOP SIGN
9'
24'
20'
25'

EXHIBIT D

The City shall promote the Services using Promotional Materials provided by the BBCRA, at no cost to the BBCRA, as follows:

1. Within one month of the Effective Date, the City shall:
    a. Send an email to every member of City staff concerning the availability of the Services;
    b. Make an announcement concerning the availability of the Services at a City Commission meeting;
    c. Share Promotional Materials on the City website, which shall remain on the City website for the term of the Agreement;
    d. Display Promotional Materials on the televisions at City Hall, which shall be displayed at least daily for the term of the Agreement as part of the City's regular rotation of content on such televisions;
    e. Display Promotional Materials displayed on digital marquees controlled by the City at least once daily for the term of the Agreement; and
    f. Display Promotional Materials on the digital kiosk(s) at City Hall, which shall be displayed at least daily for the term of the Agreement as part of the City's regular rotation of content on such kiosks.
2. Within three months Effective Date, the City shall:
    a. Share Promotional Materials at least once in all City newsletters (Sailfish Speaks, Economic Development, Recreation, and Library) and once in Funfare Magazine. In the event the City is not able to waive fees for including these Promotional Materials, the City may seek and is entitled to reimbursement from the BBCRA for the actual costs of including such Promotional Materials so long as the City receives the prior, written permission of the BBCRA to incur such costs; and
    b. Work with the BBCRA to create and include an insert in the City's utility invoices concerning the availability of the Services.
3. The City shall allow the BBCRA to:
    a. Install one 4x8 sign at City Hall and Oceanfront Park to market the Services; and
    b. Provide and display posters or postcards marketing the Services within City facilities, including City Hall, Cultural Center, Senior Center, Hester Center, and the Carolyn Sims Center concerning the Services.

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Office: 561-737-3256
Fax: 561-737-3258
www.boyntonbeachcra.com

August 29, 2024

Jason Bagley
Circuit Transportation, Inc.
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

Re: Notice of Renewal

Agreement for On-Demand Transportation Services

On January 18, 2024, the Board of the Boynton Beach Community Redevelopment Agency ("BBCRA") approved the Agreement for On-Demand Transportation Services with Circuit Transit, Inc. ("Agreement"). Pursuant to Section 3, the term of the Agreement is for six (6) months with the option to renew for six (6) months, with services to begin upon approval of an interlocal agreement between the City of Boynton Beach and the BBCRA. The Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Boynton Beach Community Redevelopment Agency For Funding an On-Demand Transportation Services Pilot Program ("Interlocal Agreement") was approved by the Boynton Beach City Commission on March 5, 2024 (See City Resolution R24-041).

The BBCRA desires to exercise its option to renew the Agreement for On-Demand Transportation Services with Circuit Transit, Inc. for six months, from September 6, 2024 through March 5, 2025, at the same prices, terms and conditions as set forth in the Agreement, subject to your execution of an Anti-Human Trafficking Affidavit, attached hereto, as required by Section 767.06(13), *Florida Statutes,* (2024).

Please sign and date below to indicate your acceptance of the renewal of the Agreement through March 5, 2025.

Sincerely,

Timothy Tack

Assistant Director, Boynton Beach Community Redevelopment Agency

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Office: 561-737-3256
Fax: 561-737-3258
www.boyntonbeachcra.com

ACCEPTED BY BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY:

Signature

Ty Penserga — Chair
Printed Name, Title

9/10/2024
Date

ACCEPTED BY CIRCUIT TRANSIT INC:

Signature

Jason Baglem — Title
Printed Name,

9/3/24
Date

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

OLD BUSINESS

AGENDA ITEM 14.B

SUBJECT:
Continued Discussion and Consideration of MLK Jr. Boulevard Corridor Mixed Use Project Update (d/b/a Heart of Boynton Shops)

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).

Heart of Boynton Shops - Commercial Update:
At the September 10, 2024 meeting, the Board received a project update from Centennial Management Corporation (CMC). A CMC representative shared that the commercial construction would begin in October (see Attachment IV). CMC had previously provided the commercial tenants an email on July 12, 2024, that they anticipated construction to begin early August 2024 (see Attachment V).

Staff met with CMC on Tuesday, October 15, 2024, to discuss the current status and concern for delays of the commercial spaces (see Attachment VI). Six of the eight commercial spaces are building permit ready, but have not received a construction contract with the final cost estimate from CMC. Two of the units were permit approved in February 2024 with the remaining four receiving permit approval by June 2024. Additionally, Staff was advised that previous cost estimates were not based on the final building permit plans and would need to be priced by the respective subcontractors. Staff shared a list of possible subcontractors to assist CMC in pricing the tenant buildouts (see Attachment VII).

On October 25, 2024, CMC received a request from the restaurant tenant in Unit 104 to be released of the lease due to the delays. The tenant sent another email on November 4, 2024, and November 12, 2024, requesting a response from CMC (see Attachment VIII).

On October 28, 2024, November 4, 2024, and November 8, 2024, staff requested an update from CMC for the status of Heart of Boynton Shops regarding construction contracts and construction commencement (see Attachment IX). On November 12, 2024, staff met with representatives from CMC and the attached meeting notes were taken (see Attachment X). CMC committed to providing final cost estimates for units 102, 105, 107 and 108 by November 19, 2024.

At the November 21, 2024 meeting, the Board pressed CMC for more progress on the commercial build-out. Since the November 21st meeting, the following occurred:

- November 23, 2024: Received a termination letter from the tenant in Unit 107 (see Attachment XI)
- November 25, 2024: Two coordination calls with CMC, CRA staff and Board Member Hay
- November 26, 2024: Final cost estimates and construction contracts were provided to Unit 105, 107 and 108
- December 2, 2024: Received an email update from CMC for all of the units stating that construction would begin within 2 weeks of signed contracts (see Attachment XII)
- December 9, 2024: Received confirmation from CMC that each tenant has the right to select any qualified GC to do the build-out and that CMC would contribute their development funding towards the construction of each unit (see Attachment XIII)

Since the December 10, 2024 Board meeting, staff has attempted to make continued progress:

- December 12, 2024: CRA staff sent an email outlining the items needing CMC action (see Attachment XIV)
- December 17, 2024: Received the signed lease for the tenant in Unit 106 and CRA staff sent a follow up email to CMC requesting the outstanding items in the December 12th email (see Attachment XV)
- December 20, 2024: CRA staff emailed CMC a form which will allow the tenants at the Heart of Boynton Shops the ability to chose one of the following 1) CMC will complete the entire build-out; 2) CMC will provide the underground/stub-out only (see Attachment XVI)
- December 30, 2024: CRA staff followed up with CMC on the previous emails with no response (see Attachment XVII)
- January 2, 2025: CRA staff followed up with CMC with no response (see Attachment XVIII)
- January 7, 2025: CRA staff received CMC's comments on the form needed to allow tenants the ability to chose their contract and staff responded to their comments. Staff also provided an update on the additional outstanding items needed from CMC (see Attachment XXIX)

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:
To be determined based on Board discussion.

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 - September 2024 Board Meeting Minutes
- Attachment V - August Construction Commencement Email
- Attachment VI - Heart of Boynton Shops Status
- Attachment VII - List of Subcontractors
- Attachment VIII - Unit 104 Cancellation of Lease
- Attachment IX - Requests for Updates
- Attachment X - November 12, 2024 Meeting Notes
- Attachment XI - Unit 107 Lease Termination
- Attachment XII - December 2, 2024 Update from CMC
- Attachment XIII - December 9, 2024 Email from CMC
- Attachment XIV - December 12, 2024 Email to CMC
- Attachment XV - December 17, 2024 Email to CMC
- Attachment XVI - December 20, 2024 Email to CMC
- Attachment XVII - December 30, 2024 Email to CMC
- Attachment XVIII - January 2, 2025 Email to CMC
- Attachment XXIX - January 7, 2025 Email to CMC

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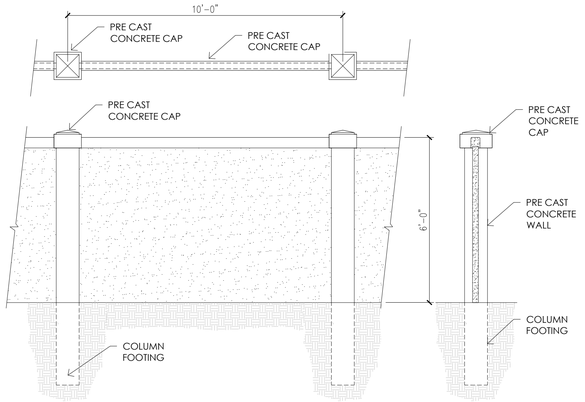
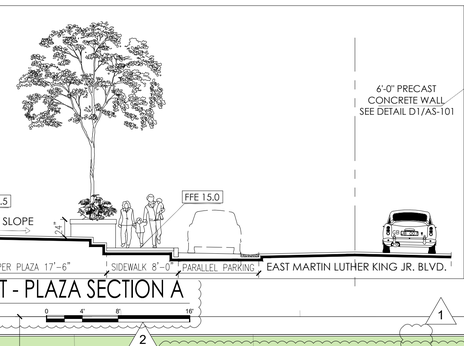
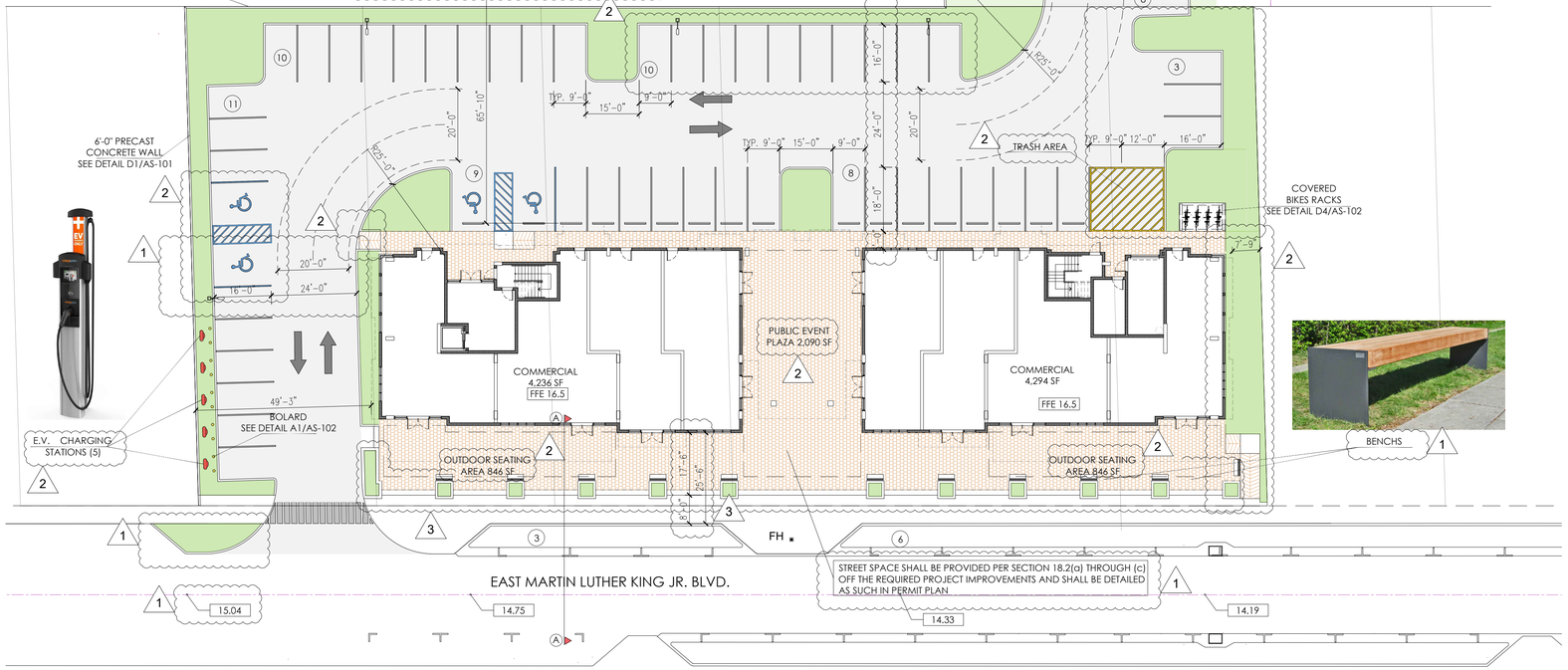


D1 PRE-CAST SITE WALL DETAIL
NOT TO SCALE



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



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

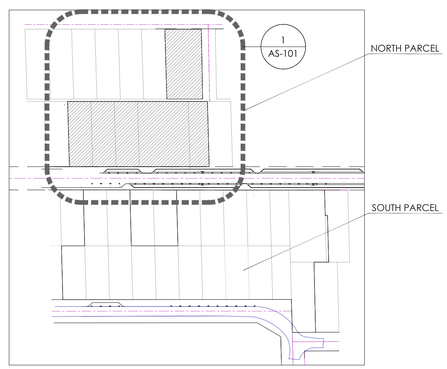
BENCHES

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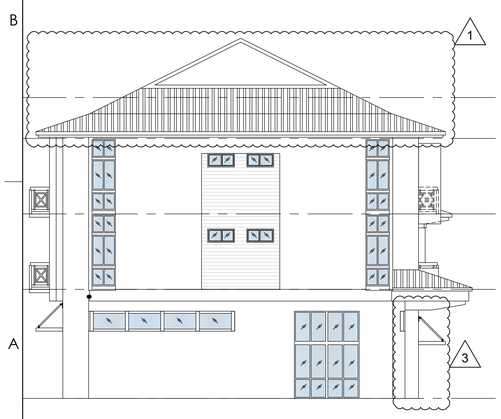
CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

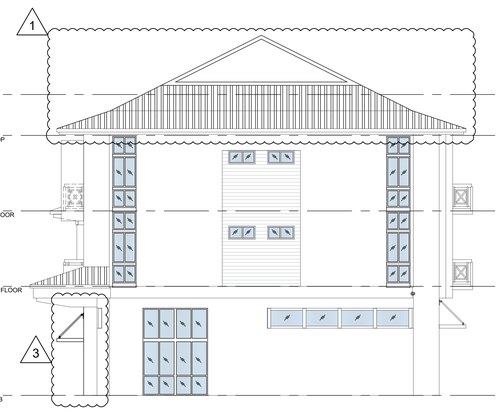


A-1 SOUTH ELEVATION
3/32" = 1'-0"

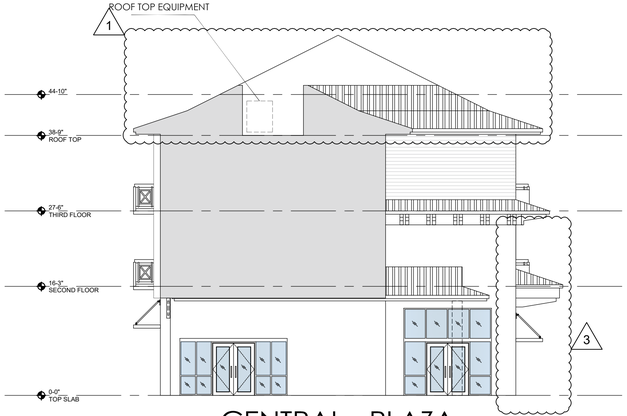
A-2 NORTH ELEVATION
3/32" = 1'-0"



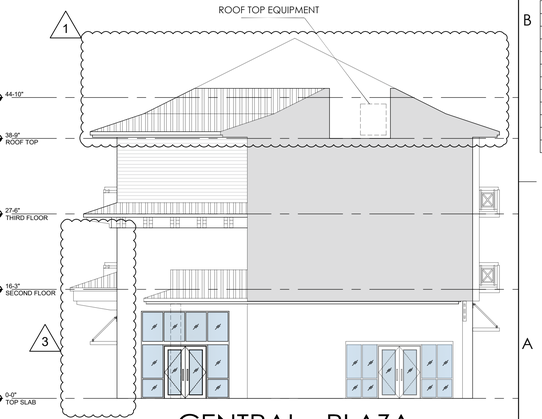
A-3 WEST ELEVATION
3/32" = 1'-0"



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

DRAWING NUMBER
A-201

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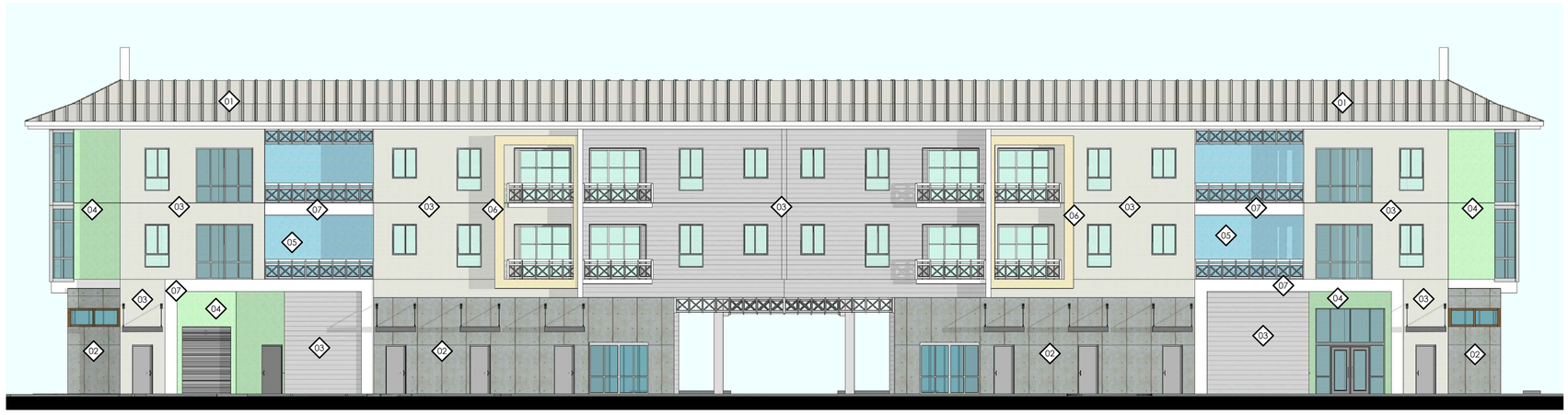
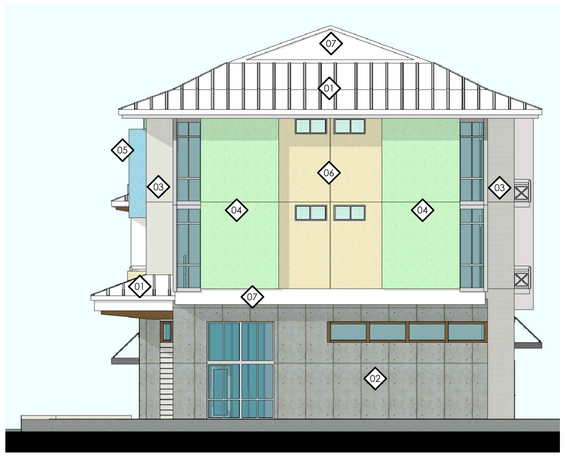
A-1 SOUTH ELEVATION
NOT TO SCALE



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
- 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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SEAL
WILLIAM J. GALLO FL AR0008440
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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

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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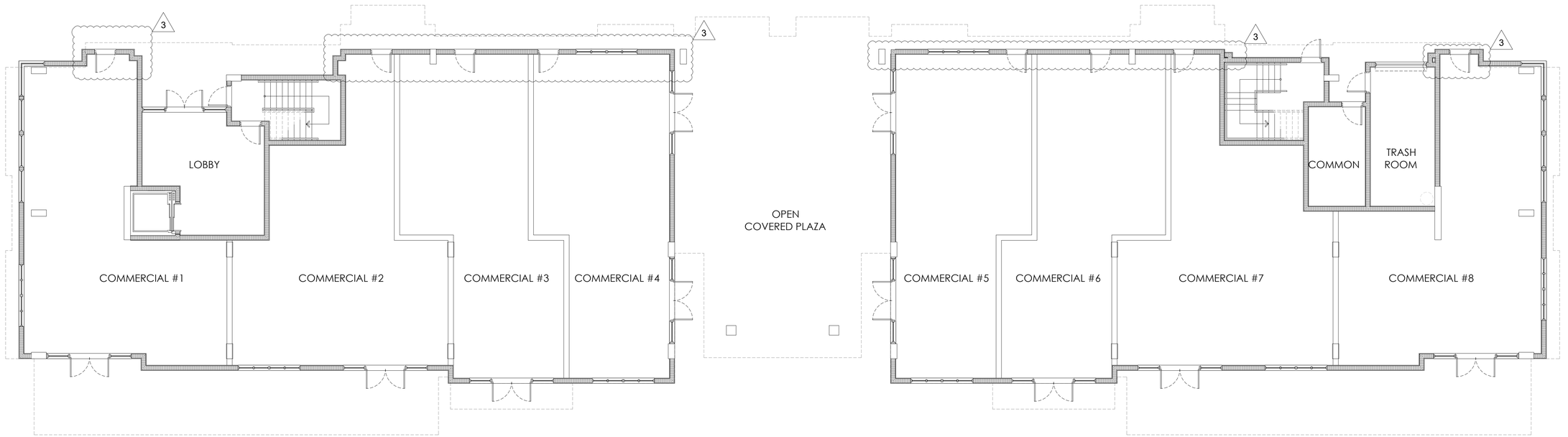
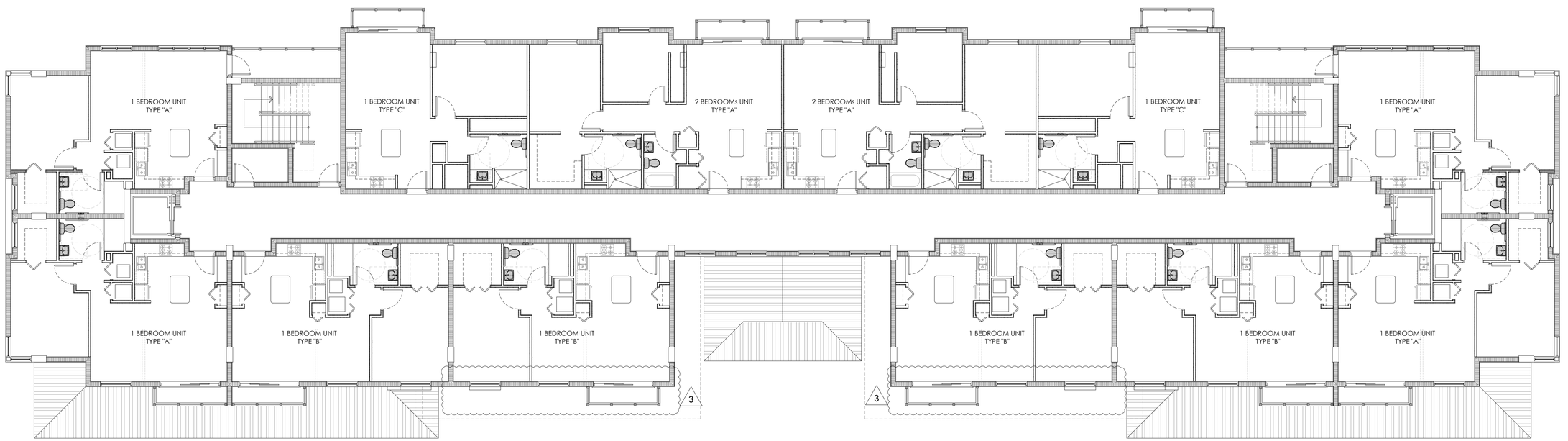


A-1 FIRST FLOOR PLAN

1/8" = 1'-0"



A-2 SECOND FLOOR PLAN

1/8" = 1'-0"

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PH. 954.794.0300 FX. 954.794.0301

AA26001731
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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

DRAWING NUMBER
A-101

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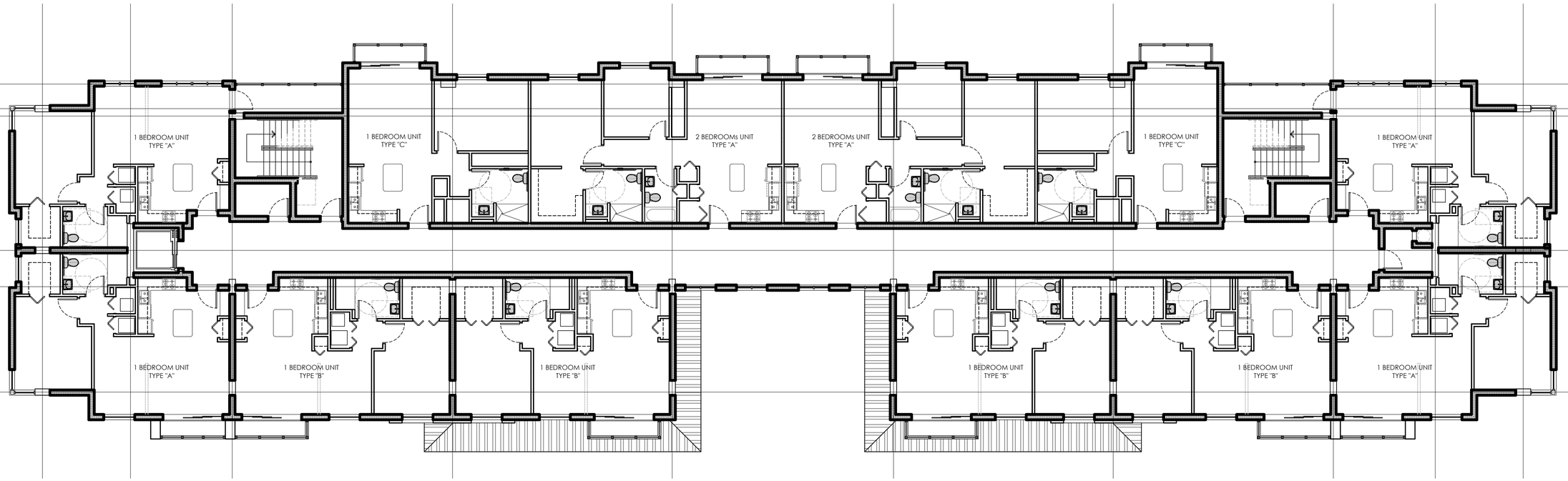

A-1 THIRD FLOOR PLAN
1/8" = 1'-0"
0 4' 8' 16'

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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

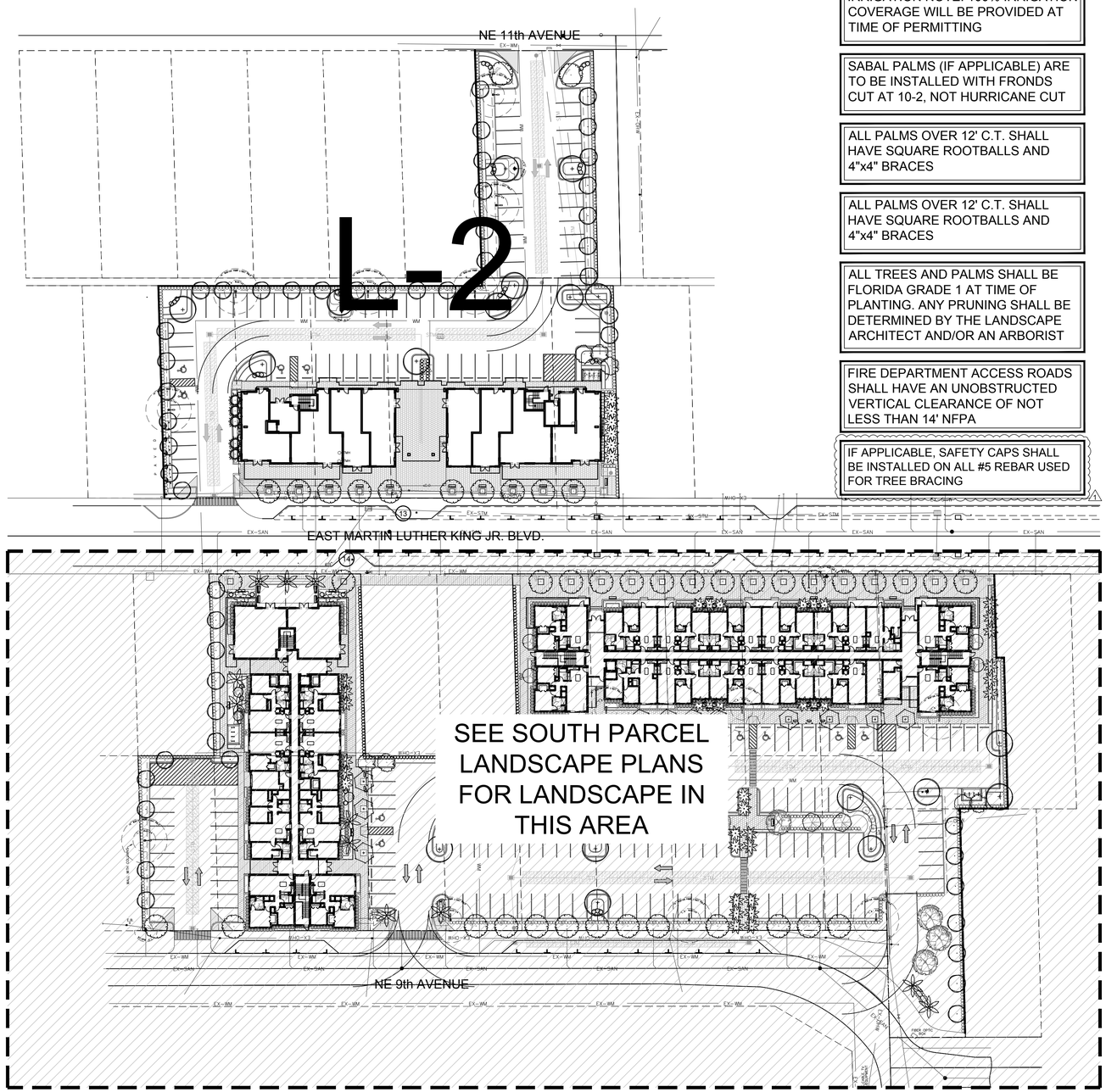
PROJECT
WELLS LANDING
NORTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

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

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

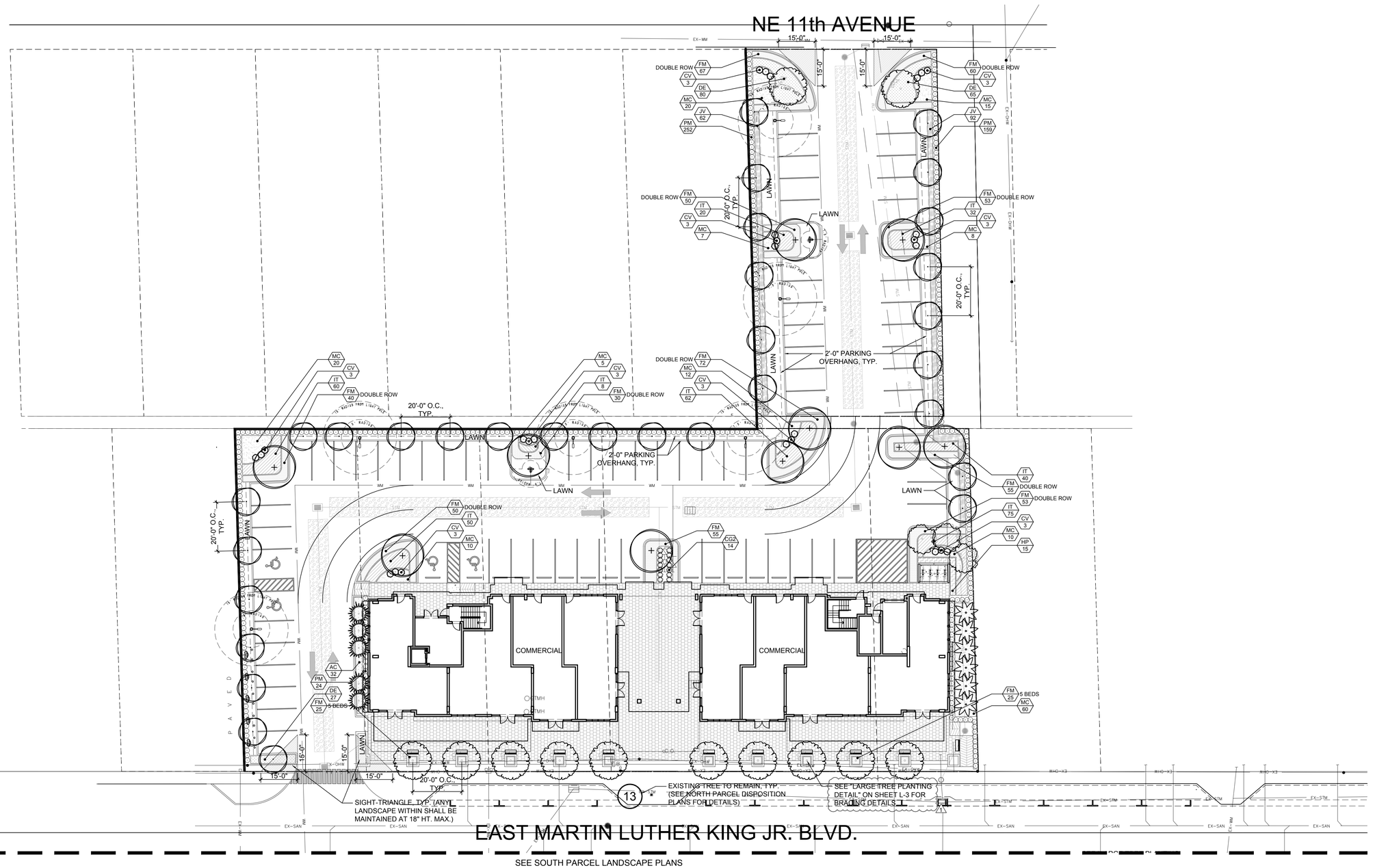
Revisions:

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

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
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

Seal:

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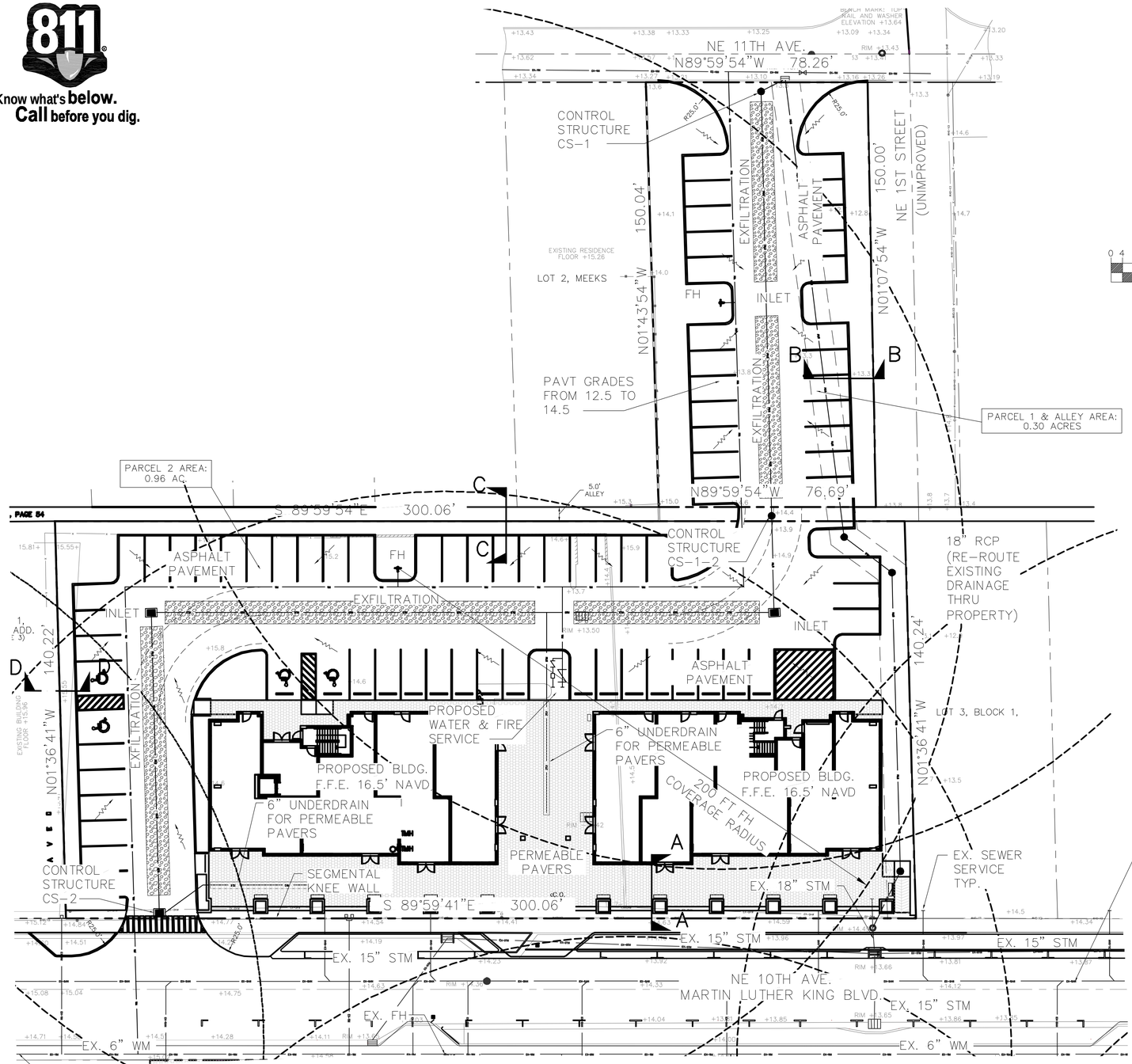
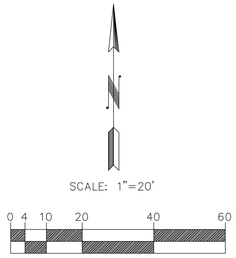
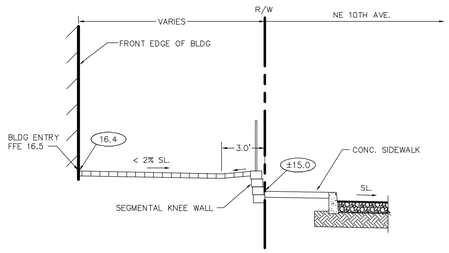
811 Know what's below. Call before you dig.







SECTION A–A
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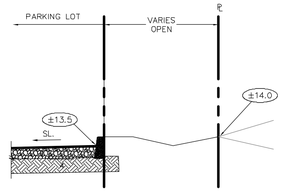

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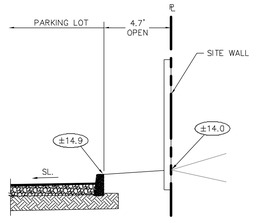
SCALE: 1"=5'



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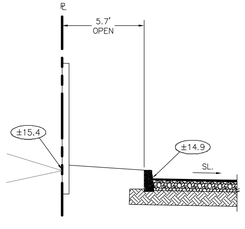

SECTION D–D
SCALE: 1"=5'

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

631

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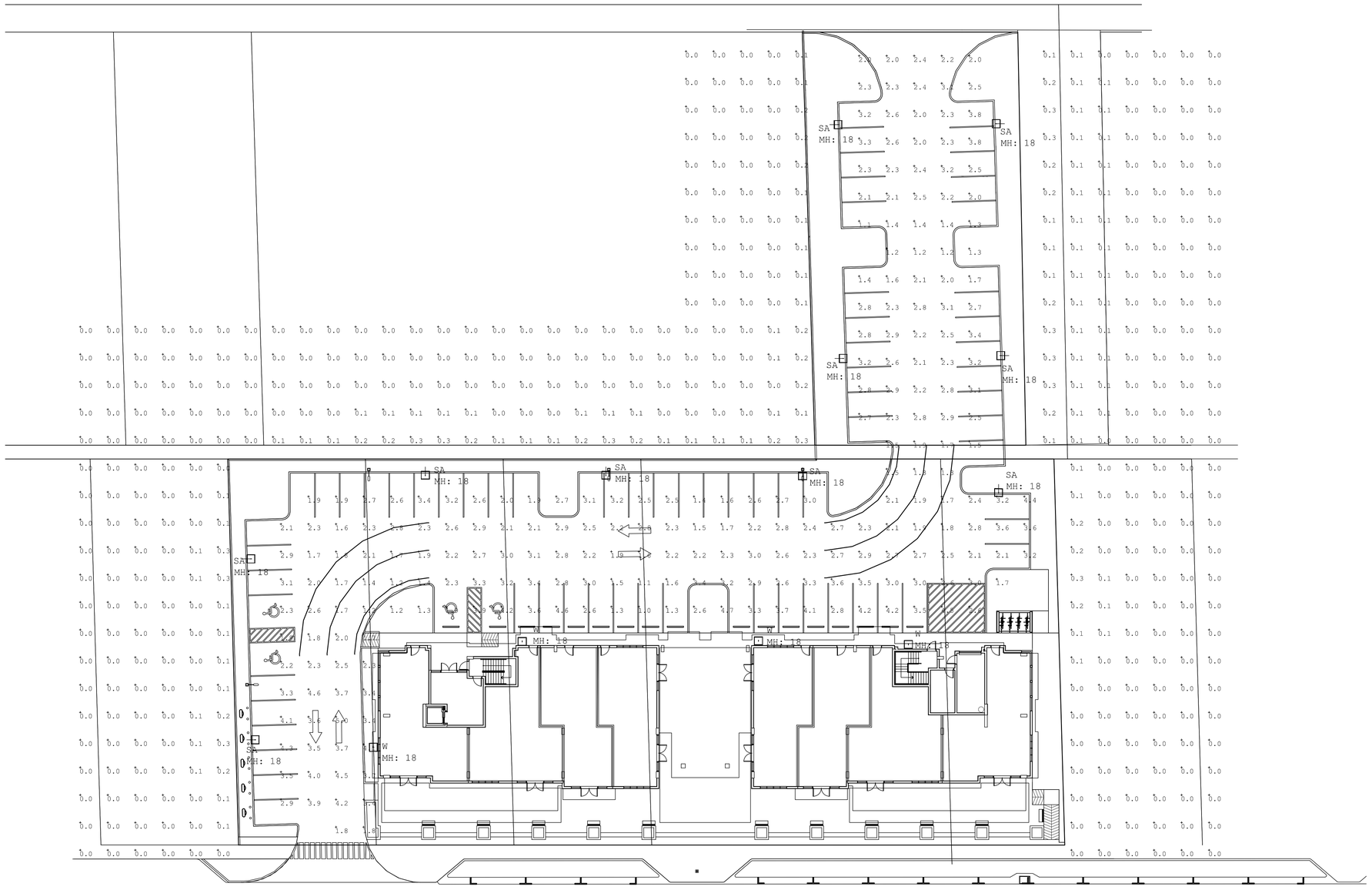

SITE PHOTOMETRICS PLAN - NORTH

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

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SEAL
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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

DESIGN DEVELOPMENT

DATE

2020-06-09

PROJECT NUMBER

74-2018

SCALE

AS SHOWN

DRAWN BY: CMR

CHECKED BY: BPH

DRAWING TITLE

SITE PHOTOMETRICS PLAN NORTH

DRAWING NUMBER

EPH-101N

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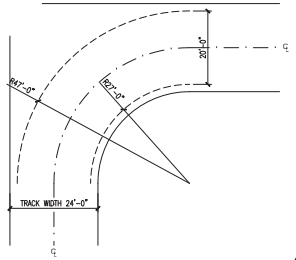
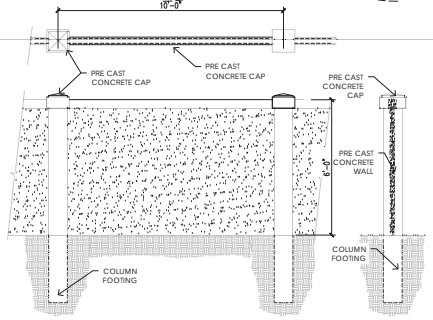
A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"



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

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	09-10-2020
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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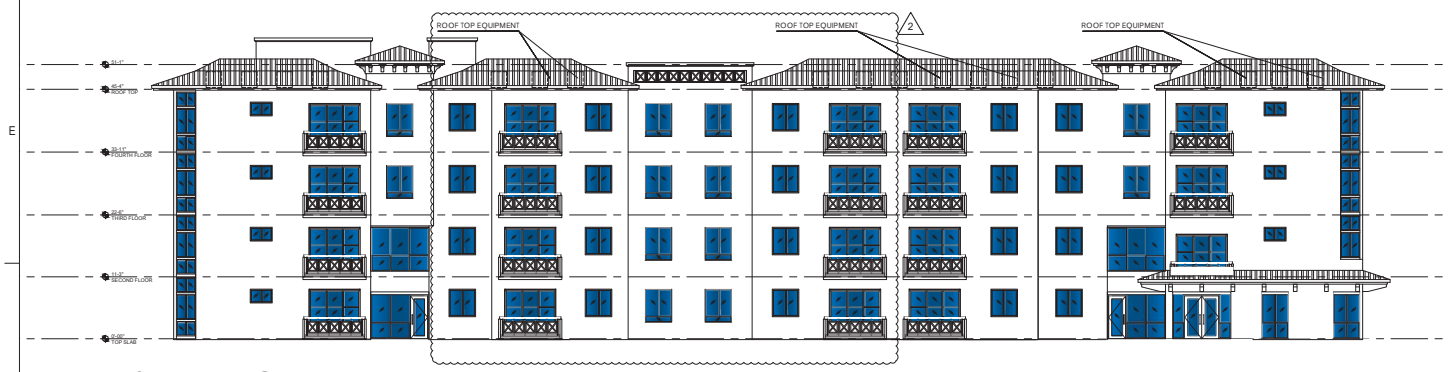
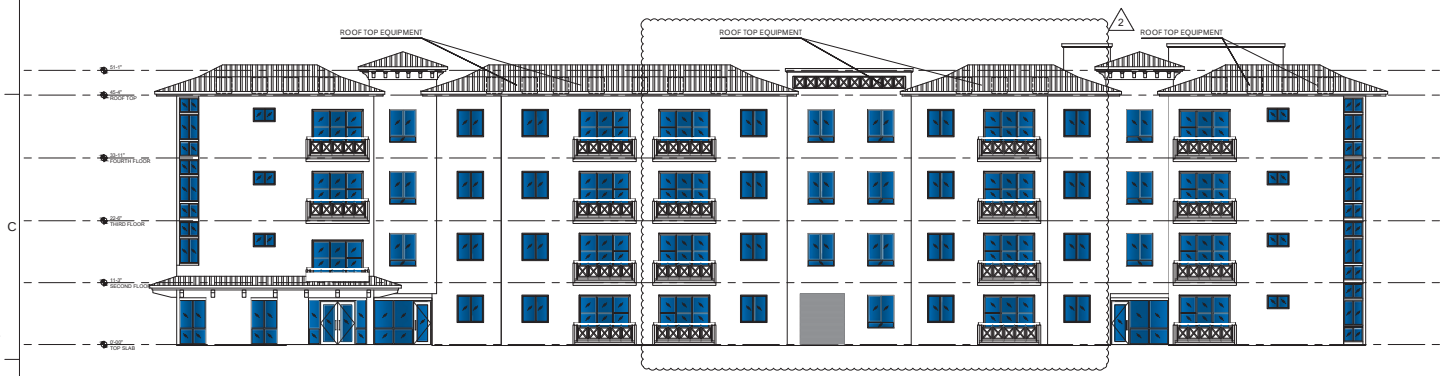
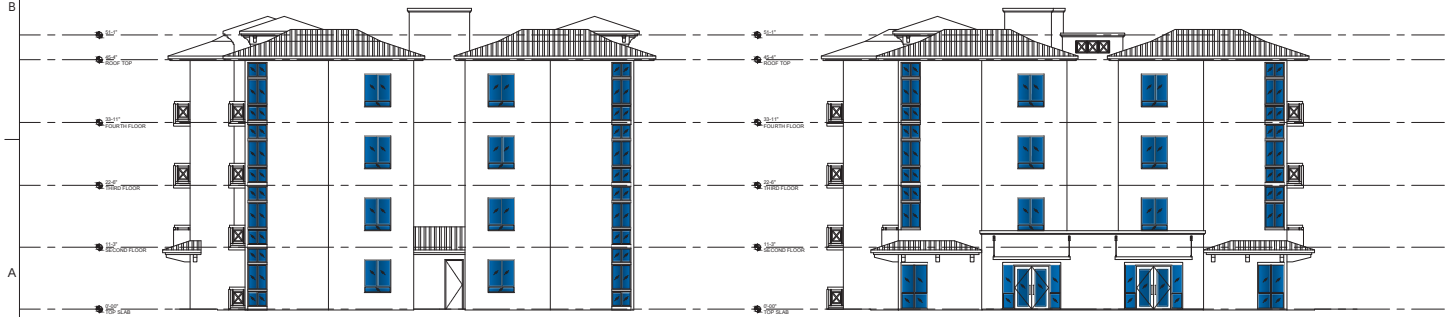


A-1 EAST ELEVATION
3/32" = 1'-0"



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



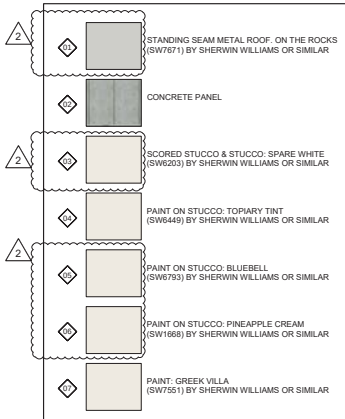
A-2 WEST ELEVATION
3/32" = 1'-0"



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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PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
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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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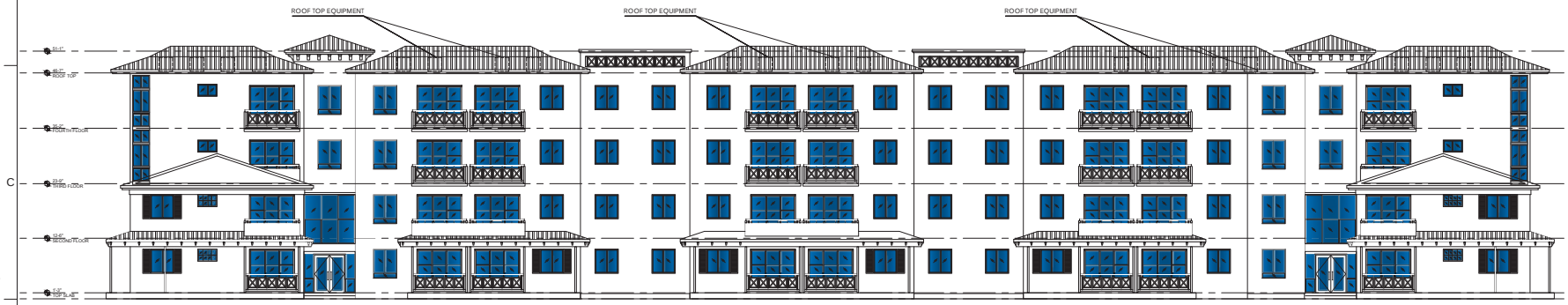
A-1 SOUTH ELEVATION
3/32" = 1'-0"



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



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



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

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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	09-21-2020

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

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A-6 MATERIAL NOTES

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PROJECT
WELLS LANDING SOUTH
2

OWNER
BOYNTON BEACH, FL 33435

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DRAWING TITLE
1
COLOR ELEVATION PLANS SOUTH EAST BLDG.
DRAWING NUMBER
A-202

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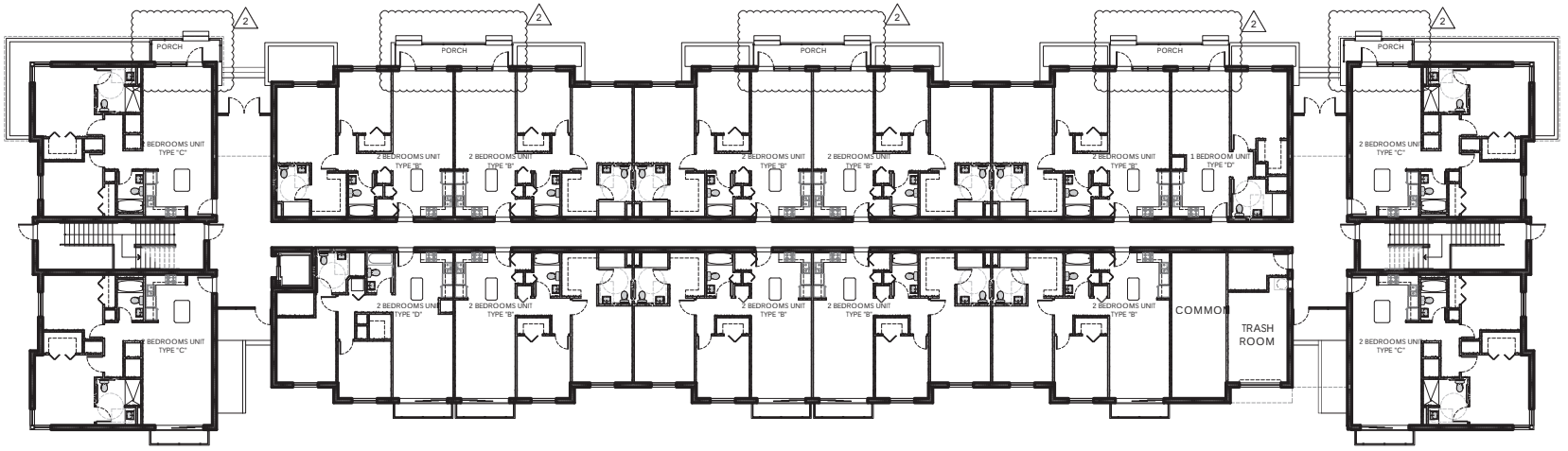
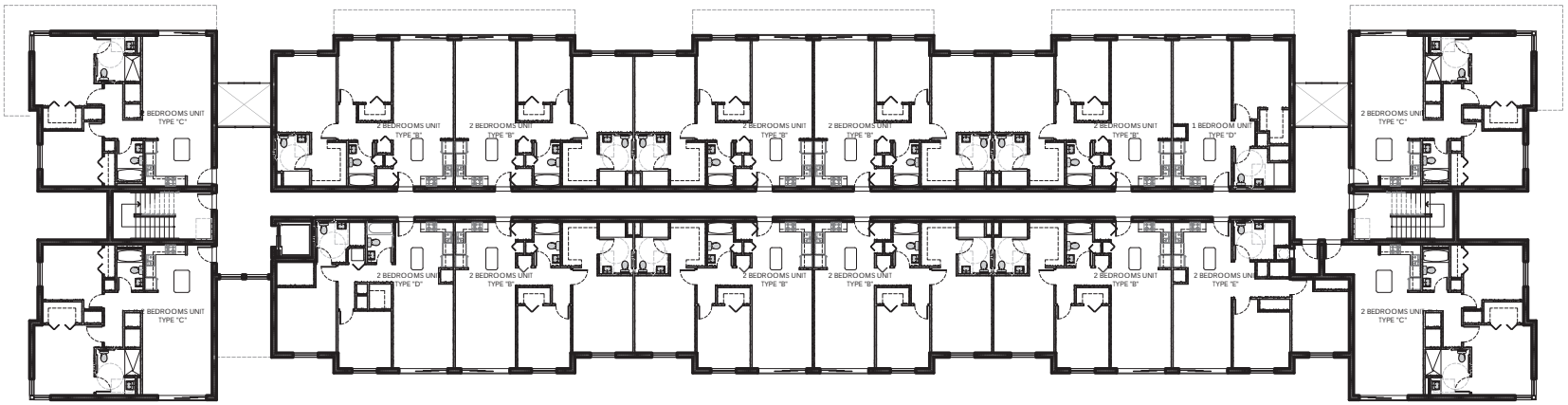


A-1 FIRST FLOOR PLAN
3/32" = 1'-0"



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

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PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
OWNER

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No.	Description	Date
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DATE
2020-06-09
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74-2018
SCALE
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DRAWN BY CMR
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DRAWING TITLE
FIRST AND SECOND FLOOR PLAN SOUTH EAST BLDG.
DRAWING NUMBER
A-101

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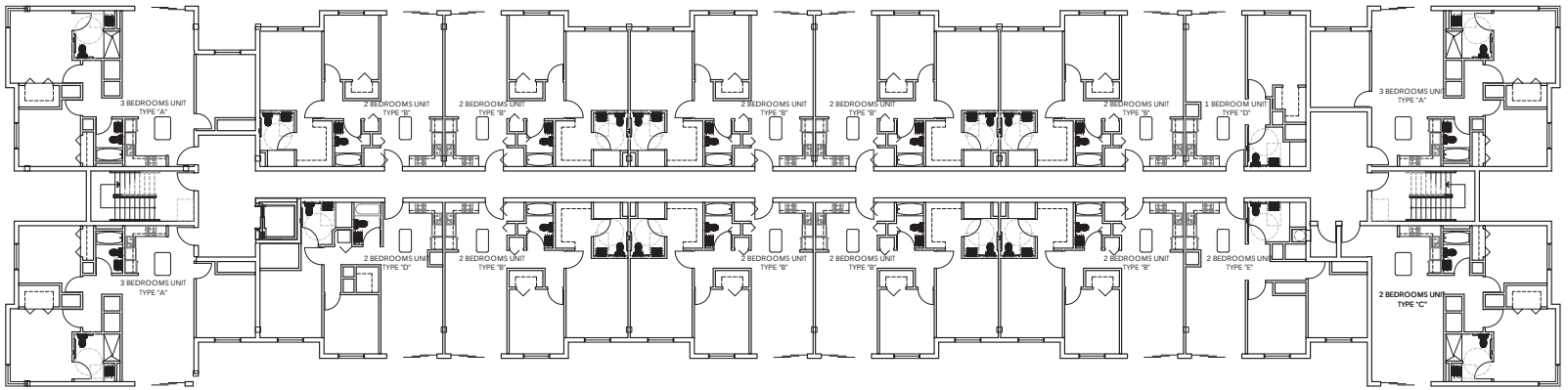
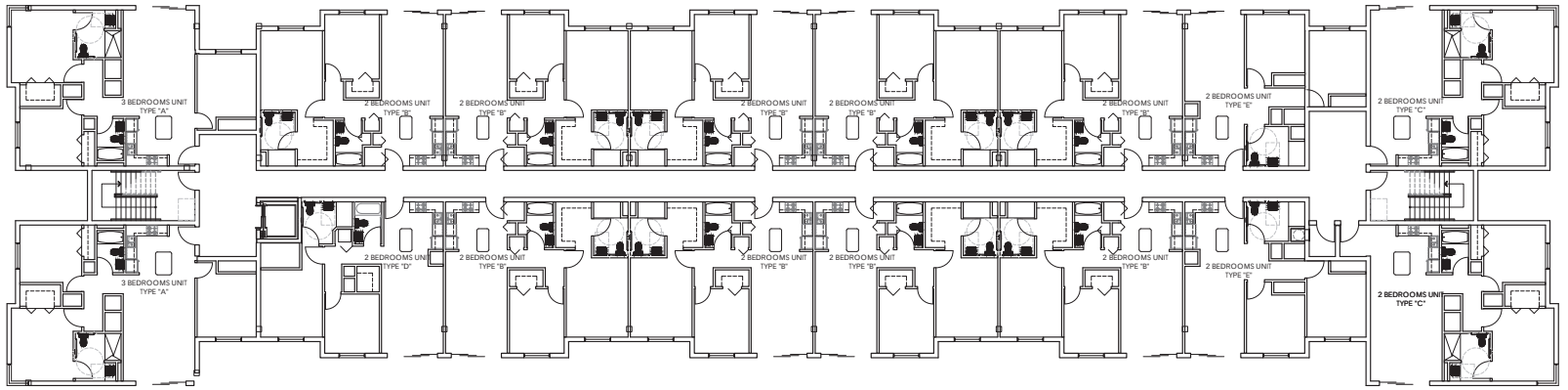


A-1 THIRD FLOOR PLAN
3/32" = 1'-0"



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

GHA GALLO HERBERT ARCHITECTS
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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

REVISIONS

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

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
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DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
THIRD & FOURTH FLOOR PLAN SOUTH EAST BLDG.
DRAWING NUMBER
A-102

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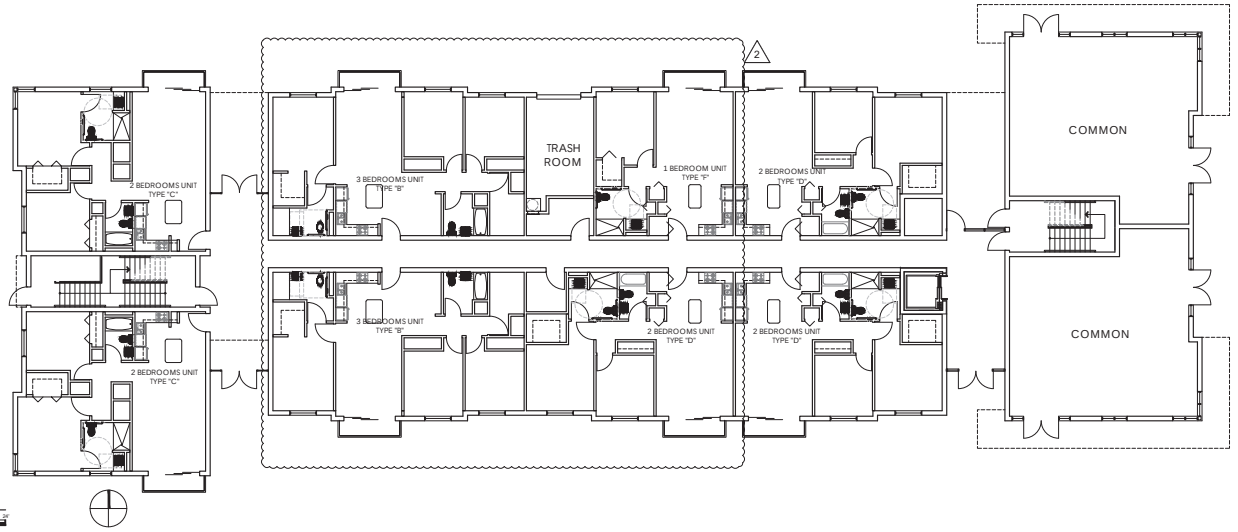
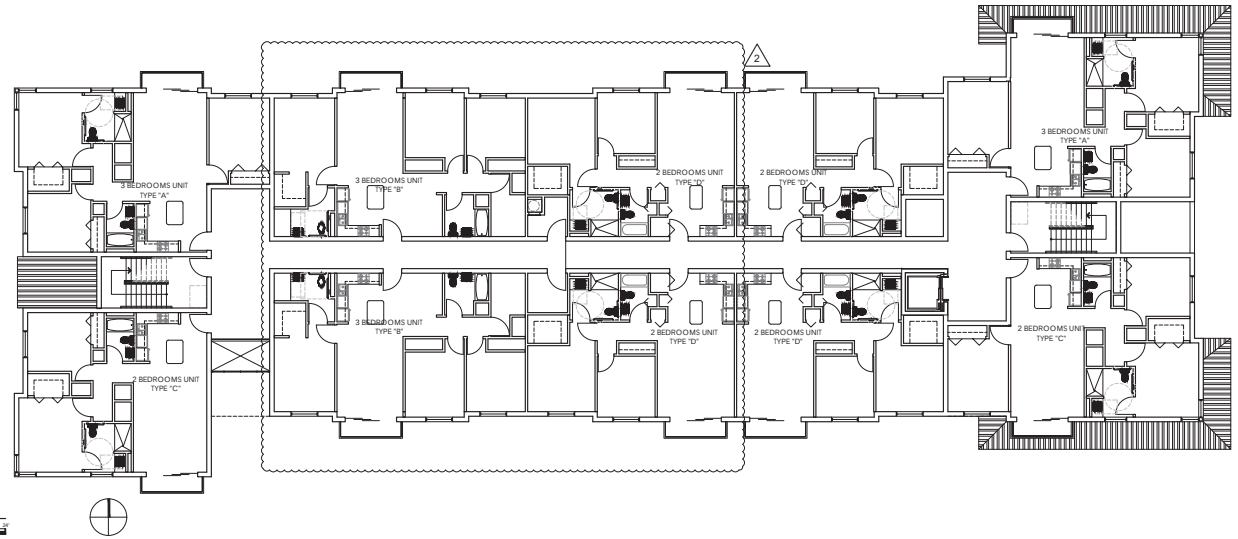


A-1 FIRST FLOOR PLAN
3/32" = 1'-0"



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

GHA
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P H 954.794.0300 F X 954.794.0301
AA26001721
SEAL
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BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
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SCALE
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DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
FIRST & SECOND FLOOR PLAN SOUTH WEST BLDG.
DRAWING NUMBER
A-103

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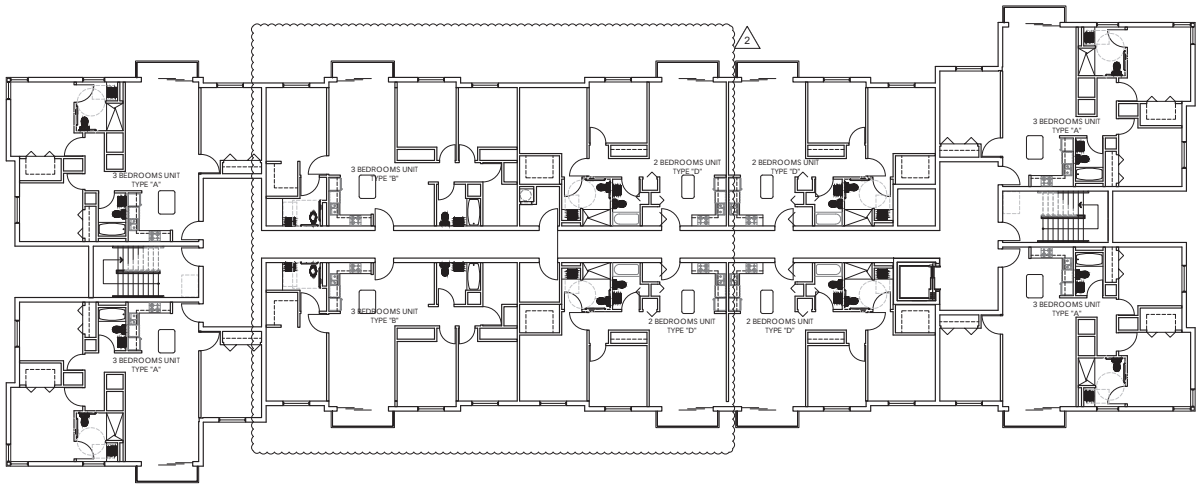

A-1 THIRD & FOURTH FLOOR PLAN
3/32" = 1'-0"

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P H 954.794.0300 F X 954.794.0301

AA26001721
SEAL
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BRIAN P. HERBERT FL AR0015474

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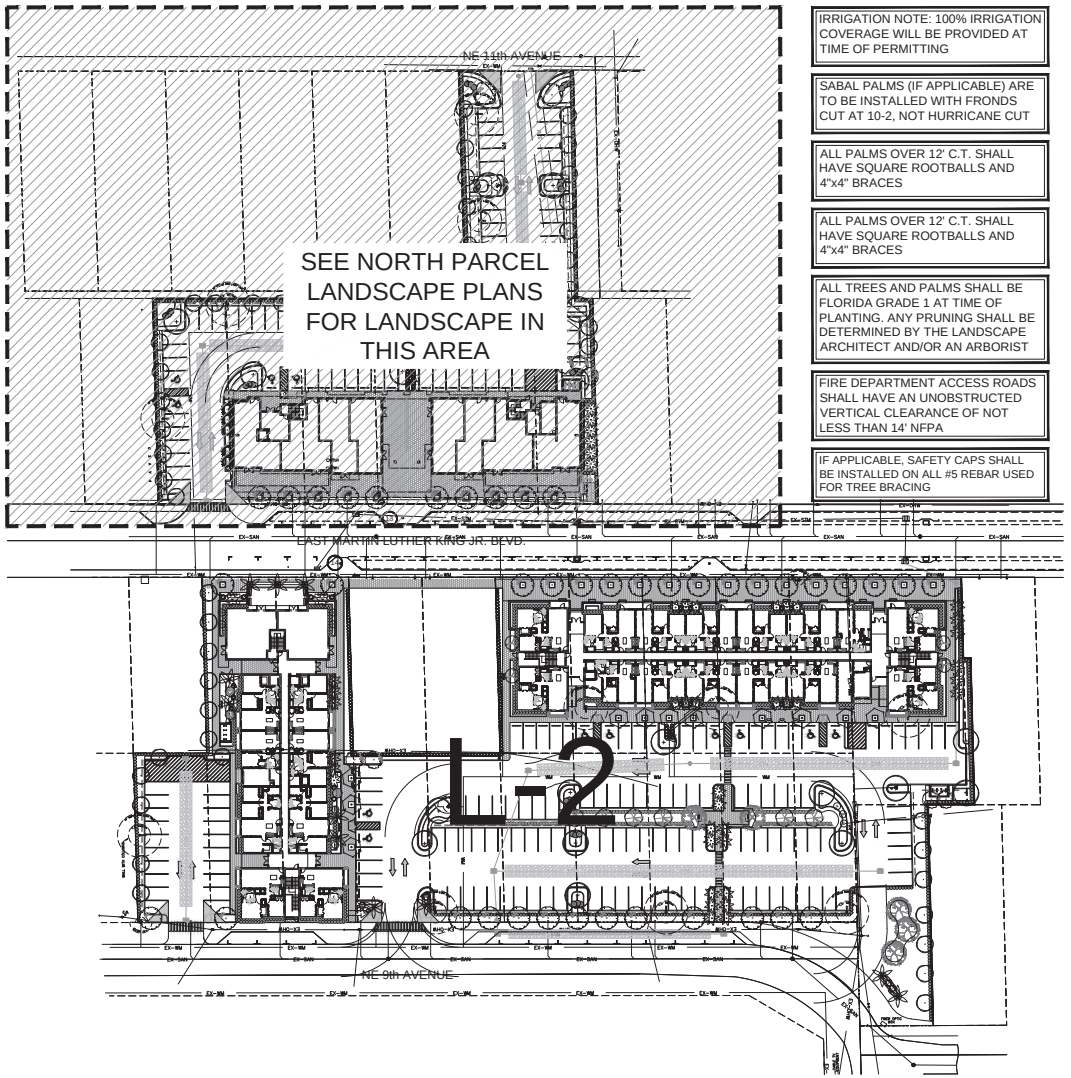
THIRD & FOURTH FLOOR PLAN SOUTH WEST BLDG.
DRAWING NUMBER
A-104



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

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 East Atlantic Boulevard, Pompano Beach, FL 33060
phone: 954.922.9681 | facsimile: 954.923.9699
www.witkindesign.com

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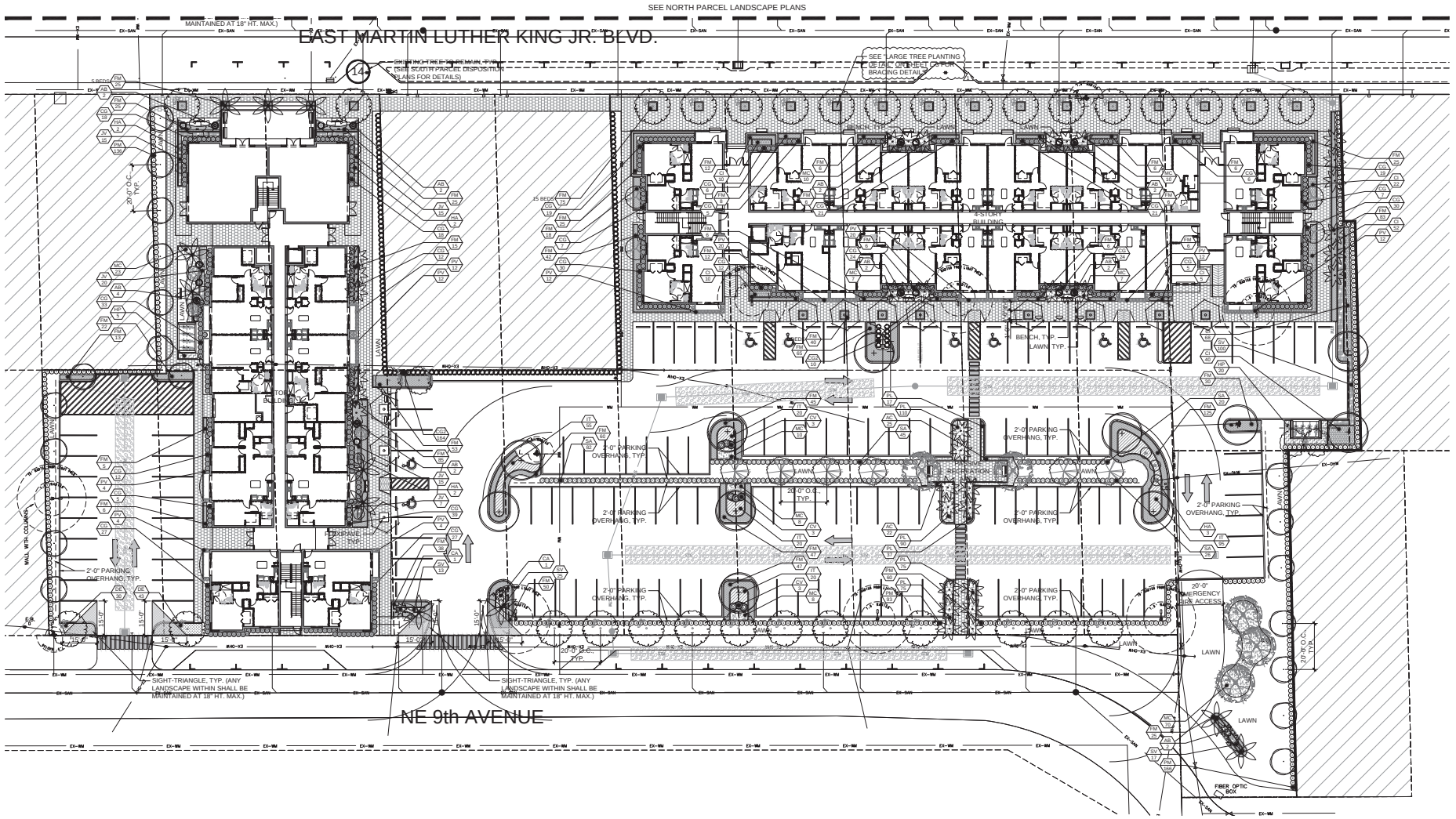
Project:
WELLS LANDING - SOUTH
BOYNTON BEACH, FL
INDEX

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 Clematis Street, Suite 3000
West Palm Beach, FL 33401
phone: 954.923.9681 | facsimile: 954.923.9699
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:

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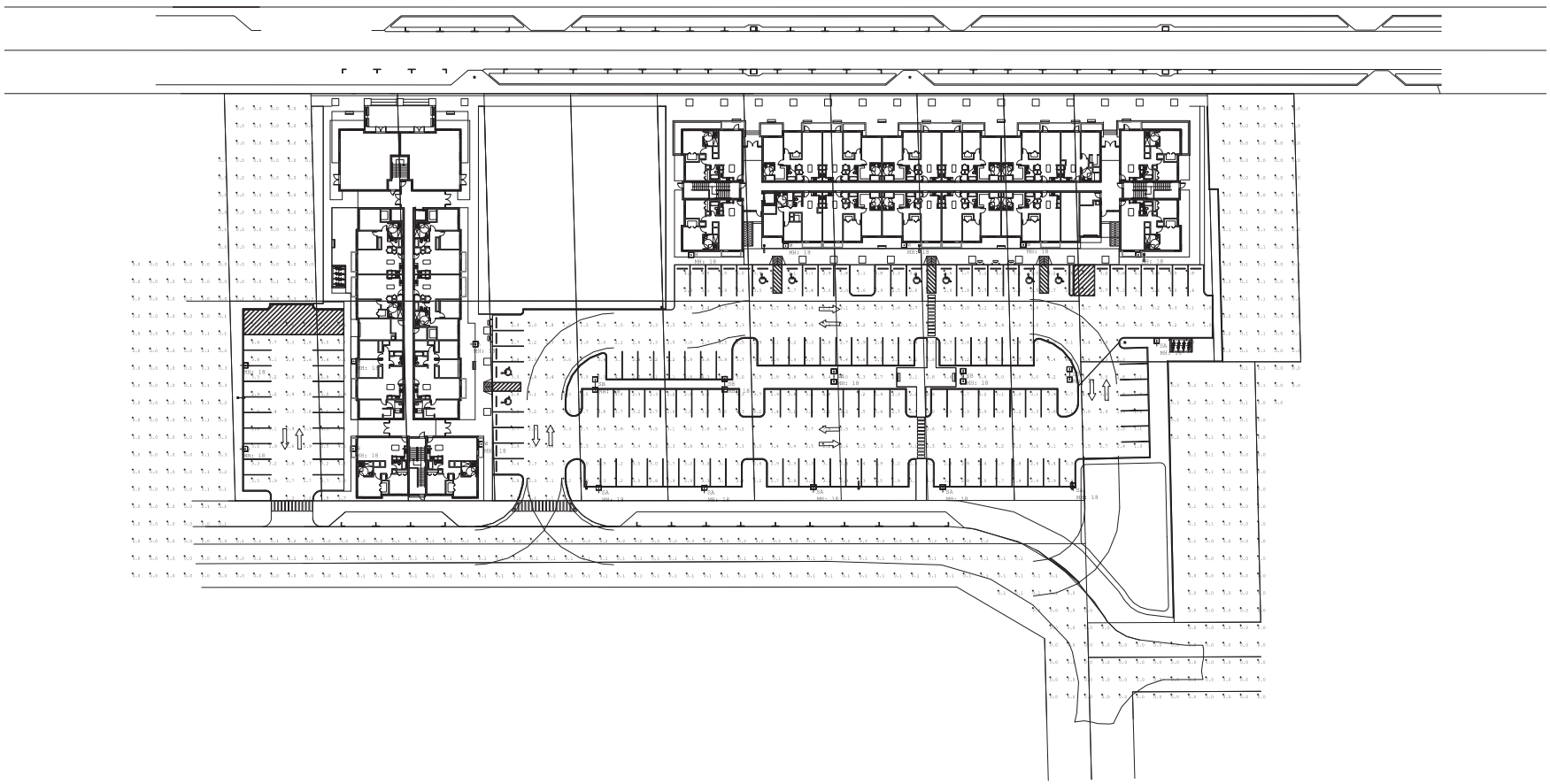
CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.



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. ANY CHANGES MADE TO THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD SHALL BE THE RESPONSIBILITY OF THE PERSON MAKING THE CHANGES. IF 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 SITE 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

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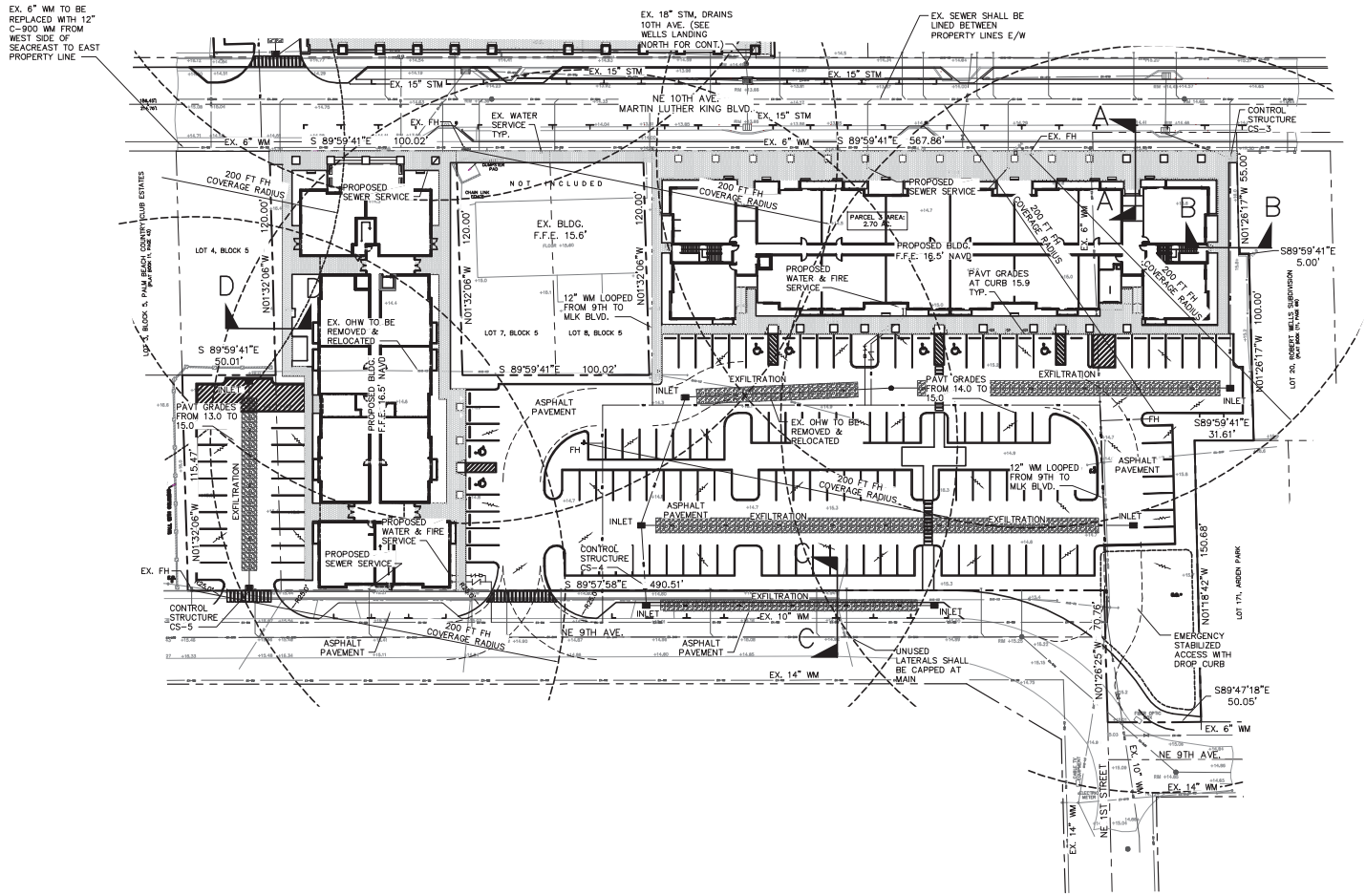
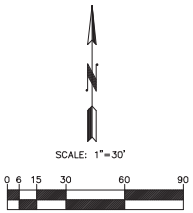
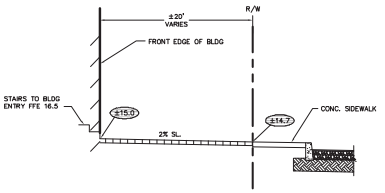
811 Know what's below. Call before you dig.







SECTION A–A
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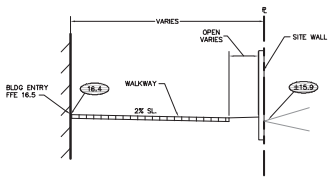

SECTION B–B
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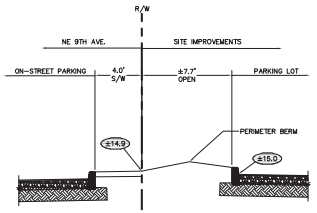
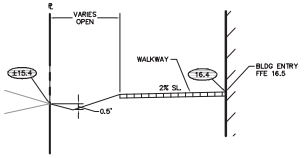


SECTION C–C
SCALE: 1"=5'



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





the CRA Board on Agenda

None

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)

Paul Bilton stated that they received the final certificate of occupancy in July for all units. He noted that they are moving forward with completing the commercial portion with construction starting in October.

Board Member Hay asked what was the delay in commercial construction.

Mr. Bilton replied that units 102, 107, and 108 are ready to start construction in October. He stated that units 104 and 105 are restaurants and there has been changes in tenants and in the design. He noted that they are diligently moving forward with these units.

Board Member Hay commented that he hopes that is the case and that he will be checking in with Staff on a regular basis.

9. Announcements and Awards

A. 2024 Florida Festivals & Events Association SUNsational Awards

Mercedes Coppin, Business Development and Promotions Manager, stated that the CRA was awarded eight awards from the Florida Festivals and Events Association for marketing and business promotional activations during the past year. She noted that first place awards were received for the Enchanted Market at Pirate Fest Photo Area/Selfie Station and the Holiday Boat Parade Promotional Mailer and T-Shirt, second place awards were received for the Night Market Event photo and the Spring Market Promotional or recap video. She also noted that third place awards were received for Enchanted Market at Pirate Fest Event photo and the Night Market Billboard signage.

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

From: Paul Bilton
To: gillionandco@gmail.com; amilhomme@agapehealthwellness.com; john@forwardleadersgroup.com; potiwapizza@gmail.com
Cc: Tack, Timothy; Nicklien, Bonnie; Jorge Leon; Lewis Swezy
Subject: RE: Heart of Boynton Shops Update
Date: Friday, July 12, 2024 12:14:13 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.jpg

This Message Is From an External Sender
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Good Afternoon!

We are excited to see the commercial space being officially leased up, and we would like to give you an update.

We anticipate starting the build-out for permitted units in early August.
The construction contract language is being finalized and will be ready along with the schedule of values shortly.
We look forward to continue to work with you to make this happen.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From: Nicklien, Bonnie <NicklienB@bbfl.us>
Sent: Wednesday, July 10, 2024 12:27 PM
To: Jorge Leon <jleon@centennialmgt.com>; Paul Bilton <PBilton@centennialmgt.com>
Cc: Tack, Timothy <TackT@bbfl.us>
Subject: Heart of Boynton Shops Update

Hi Jorge,

Per your request – here is the contact information for all of the tenants who have approved permits and are waiting CMC's next steps:

Gillion & Co. Inc.	137 NE 10th Avenue, Unit 107	Sylvia Gillion 561-414-8892	gillionandco@gmail.com
Agape Health & Wellness LLC	137 NE 10th Avenue, Unit 102	Agathe Milhomme 786-356-9915	amilhomme@agapehealthwellness.com
Forward Leaders Group LLC, d/b/a Eat Dope Vegan	137 NE 10th Avenue, Unit 105	John LeJeune 561-827-8520	john@forwardleadersgroup.com
Potiwa Pizza LLC	137 NE 10th Avenue, Unit 104	Jude Vaillant 786-487-7227	potiwapizza@gmail.com

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435

561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com



America's Gateway to the Gulfstream

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Unit	Business Name	Permitting Status
101	Premier Medical Center of Boynton Beach	Review Cycle denied on 5/17/24 Unresponsive since 4/29/24
102	Agape Health & Wellness LLC	Permit approved on 2/28/24
103	JB Dental Care LLC	Finalizing Desgin Plans
104	Potiwa Pizza LLC	Permit approved on 6/10/24
105	Eat Dope Vegan	Permit approved on 6/13/24
106	The Law Office of Diane Andre	Permit approved on 4/22/24
107	Gillion & CO.	Permit approved on 5/21/24
108	City of Boynton Beach	Permit approved on 2/28/24

From: Tack, Timothy
To: Nicklien, Bonnie
Subject: FW: Potential MEP contractors for the HOB pricing
Date: Monday, October 28, 2024 11:25:00 AM
Attachments: image617076.png
image534478.png
image424414.png
image505886.png
image931134.png
image636797.png

---

fyi

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

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

---

From: Tack, Timothy
Sent: Monday, October 28, 2024 11:24 AM
To: Jorge Leon <jleon@centennialmgt.com>
Cc: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Subject: Potential MEP contractors for the HOB pricing

Jorge,

Below are some possible contractor's for the buildouts.

Electrical

- Palm Beach Electric
- AJI Electric
- Copperhead electric

Plumbing

- Rapid Plumbing
- Buckeye Plumbing
- ECM

Mechanical

- Cousins Air
- Astro Air
- ECM

Thanks,

From:	Lucika Suarez
To:	Paul Bilton; Lewis Swezy
Cc:	Pot"iwa Pizza; Nicklien, Bonnie; Penserga, Ty; Tack, Timothy
Subject:	Cancellation of Lease
Date:	Friday, October 25, 2024 12:53:45 PM

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I hope you are doing well. I wanted to ask you what's the process of Jude being released from the lease with you, Centennial Management. Legally, you are in breach of contract because the commencement date has passed and the unit has not been conveyed to Potiwa Pizza, the tenant. I'm prepared to send over a cancellation of contract if that's all it takes. Please advise.

--
Best Regards,
Lucika Lambert Suarez
Florida Licensed Realtor # SL3477196
Ph: 561-336-1292
Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

From:	Lucika Suarez
To:	Paul Bilton; Lewis Swezy
Cc:	Pot"iwa Pizza; Nicklien, Bonnie; Penserga, Ty; Tack, Timothy
Subject:	Re: Cancellation of Lease
Date:	Monday, November 04, 2024 3:49:35 PM

This Message Is From an External Sender
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Good afternoon Paul and Lewis,

I hope this message finds you well. I am following up on the email sent on October 25 regarding the lease agreement with Potiwa Pizza. Could you please clarify the next steps required to formally terminate the lease agreement? Additionally, we would like to request reimbursement not only of the security deposit but also of all expenses incurred in preparing to open the restaurant, as the project ultimately did not proceed. We are committed to resolving this matter amicably but will consider legal options if necessary. Your guidance on how best to proceed would be greatly appreciated.

Thank you for your attention to this matter.

On Fri, Oct 25, 2024 at 12:53 PM Lucika Suarez <lucikasuarez5@gmail.com> wrote:

> I hope you are doing well. I wanted to ask you what's the process of Jude being released from the lease with you, Centennial Management. Legally, you are in breach of contract because the commencement date has passed and the unit has not been conveyed to Potiwa Pizza, the tenant. I'm prepared to send over a cancellation of contract if that's all it takes. Please advise.
>
> --
> Best Regards,
> Lucika Lambert Suarez
> Florida Licensed Realtor # SL3477196
> Ph: 561-336-1292
> *Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson*

--
Best Regards,
Lucika Lambert Suarez
Florida Licensed Realtor # SL3477196
Ph: 561-336-1292
Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

From: Lucika Suarez
To: Paul Bilton
Cc: potiwapizza@gmail.com; Tack, Timothy; Nicklien, Bonnie; Lewis Swezy; Jorge Leon
Subject: Re: HOB Unit 104 Potiwa
Date: Tuesday, November 12, 2024 11:03:29 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.jpg

This Message Is From an External Sender
This message came from outside your organization.

Hi Paul,,

I hope you're well. I wanted to follow up on my previous email and see if you had a chance to review it. Please let me know if there's an update on the matter.

Thank you, and I look forward to hearing from you.

On Thu, Nov 7, 2024 at 9:49 AM Lucika Suarez <lucikasuarez5@gmail.com> wrote:

> Good Morning Paul,
>
> I hope this message finds you well. I understand that Jude recently spoke with Sweezy during a visit to the HOB project site to check its progress. However, before moving forward, we have a few important concerns. First, if we decide to proceed, we would need to amend the lease to include performance clauses that ensure delays are minimized and communication consistently meets professional standards. Second, could you confirm whether RS Construction has completed their portion of the work, specifically the cement flooring, ADA-compliant restrooms, plumbing, and electrical installations? Additionally, please review and respond to our previous email regarding the lease agreement. Once these matters are addressed, we can better assess whether Potiwa is prepared to move forward with this project.
>
> Thank you, and we look forward to your response.
>
> On Tue, Nov 5, 2024 at 7:58 AM Paul Bilton <PBilton@centennialmgt.com> wrote:
>
> > Good morning Jude,
> >
> > It was nice talking to you about your plans the other day. Considering that you are using a GC other than RS Construction and have a permit, you may schedule your construction start now. Prior to actual commencement we do need a pre-construction meeting with your GC to

coordinate logistics and make sure all required documentation (eg insurance, NOC) is in place. I look forward to hearing from you.

Regards,

Paul Bilton

Centennial Management Corp

7735 NW 146 Street, Suite 306

Miami Lakes, FL 33016

786-399-4210

From: Nicklien, Bonnie <NicklienB@bbfl.us>
Sent: Monday, October 28, 2024 11:03 AM
To: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>
Cc: Tack, Timothy <TackT@bbfl.us>
Subject: FW: Cancellation of Lease

Morning Paul,

As discussed this morning, please let us know once you speak with Potiwa Pizza and what the decision is regarding the Unit 104 lease.

Thank you,

Bonnie

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com



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From: Lucika Suarez <lucikasuarez5@gmail.com>
Sent: Friday, October 25, 2024 12:53 PM
To: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Cc: Pot'iwa Pizza <potiwapizza@gmail.com>; Nicklien, Bonnie <NicklienB@bbfl.us>; Penserga, Ty <PensergaT@bbfl.us>; Tack, Timothy <TackT@bbfl.us>
Subject: Cancellation of Lease

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I hope you are doing well. I wanted to ask you what's the process of Jude being released from the lease with you, Centennial Management. Legally, you are in breach of contract because the commencement date has passed and the unit has not been conveyed to Potiwa Pizza, the tenant. I'm prepared to send over a cancellation of contract if that's all it takes. Please advise.

--

Best Regards,

Lucika Lambert Suarez

Florida Licensed Realtor # SL3477196

Ph: 561-336-1292

Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

--
Best Regards,
Lucika Lambert Suarez
Florida Licensed Realtor # SL3477196
Ph: 561-336-1292
Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

--
Best Regards,
Lucika Lambert Suarez
Florida Licensed Realtor # SL3477196
Ph: 561-336-1292
Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

From: Nicklien, Bonnie
To: Jorge Leon; Tack, Timothy
Cc: Lewis Swezy; Paul Bilton
Subject: RE: CORDOVA ESTATES - BIDS
Date: Monday, October 28, 2024 11:06:00 AM

Hi Jorge,

Any updates on the final bids ready for construction contracts for Unit 102, 105, 107, and 108?

It would be helpful to have the final bids for 104 (Potiwa) and 106 (Diane Andre) since they are permit ready as well even though there may be a tenant change for Unit 104.

Thank you,
Bonnie

From: Jorge Leon <jleon@centennialmgt.com>
Sent: Wednesday, October 16, 2024 5:58 PM
To: Tack, Timothy <TackT@bbfl.us>; Nicklien, Bonnie <NicklienB@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Paul Bilton <PBilton@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>
Subject: CORDOVA ESTATES - BIDS

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Good Afternoon,

Below is the analysis of the difference in price for unit 102 & 108

Unit 102

Attached find the complete analysis of the difference pf each category :

1. Cabinet & Quartz Tops not in original Bid a difference of $ 6,000.00
2. Glass Window not in original Bid a difference of $ 525.00
3. Plumbing difference is $ 6,000.00 based on a bid by Alpadex Plumbing a local Plumber .
   The original bid from Ridgeway was for a single bathroom and was based on doing all units at the
   same time. Ridgeway is no longer interested in doing the work because this is too small of a job.

Unit 108

The estimate for unit 108 was done based on a proposed plan and a there was note on bid
That stated that final estimate upon final drawing and final scope of work .

Below is analysis of cost difference:

1. The drywall was a total mistake because of the number of linear feet of wall and the height increased that price.
2. The doors & hardware per final plan are stain grade doors at a higher cost.
3. Paint increase due to the staining of the doors and the extra labor.
4. Additional cost on the storefront door & side panels based door spec on plans.
5. We increase the allowance of the tile per the final plans tile spec.
6. Bathroom Tile walls was added to the final plan not on original.
7. Appliance where added to the plans not on original estimate.
8. Contingency was added to cover any missing items not clear on plans
9. Plumbing ,Electrical & Mechanical estimate was calculated based on sq. cost
   Because final MEP plans not available . Our plumbing price were based on Black minority Plumber it seems high and will get two more bids.

   If you have any questions please contact us.

   Thanks,

   Jorge Leon

From:	Tack, Timothy
To:	Jorge Leon
Cc:	Paul Bilton; Lewis Swezy; Nicklien, Bonnie
Subject:	RE: Potential MEP contractors for the HOB pricing
Date:	Monday, November 04, 2024 11:34:16 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image383633.png image919134.png image684860.png image899064.png image611515.png image785332.png

---

Jorge,

The CRA and tenants need a status on the costs. We are getting a lot of pressure to start construction. We lost a tenant and others are paying interest on loans, which may translate into more tenants backing out. I am very hesitant to keep pushing to fully lease up all the spaces if we can't precede with buildouts in a timely fashion.

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

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From: Jorge Leon <jleon@centennialmgt.com>

Sent: Tuesday, October 29, 2024 2:24 PM
To: Tack, Timothy <TackT@bbfl.us>
Cc: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Subject: RE: Potential MEP contractors for the HOB pricing

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Thank You for your help !!

From: Tack, Timothy <TackT@bbfl.us>
Sent: Monday, October 28, 2024 11:24 AM
To: Jorge Leon <jleon@centennialmgt.com>
Cc: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Subject: Potential MEP contractors for the HOB pricing

Jorge,

Below are some possible contractor's for the buildouts.

Electrical

- Palm Beach Electric
- AJI Electric
- Copperhead electric

Plumbing

- Rapid Plumbing
- Buckeye Plumbing
- ECM

Mechanical

- Cousins Air
- Astro Air
- ECM

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

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From:	Tack, Timothy
To:	Jorge Leon
Cc:	Paul Bilton; Lewis Swezy; Nicklien, Bonnie
Subject:	RE: Potential MEP contractors for the HOB pricing
Date:	Friday, November 08, 2024 4:46:02 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image530628.png image872067.png image225933.png image696588.png image345197.png image321894.png
Importance:	High

Jorge,

I have been notified we are possibly losing two more tenants due to the lack of responsiveness by Centennial and RS construction. We last spoke 24 days ago and I haven't seen any progress. This is not acceptable and needs to be resolved immediately.

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

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From: Tack, Timothy
Sent: Monday, November 4, 2024 11:34 AM
To: Jorge Leon <jleon@centennialmgt.com>
Cc: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>; Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: RE: Potential MEP contractors for the HOB pricing

Jorge,

The CRA and tenants need a status on the costs. We are getting a lot of pressure to start construction. We lost a tenant and others are paying interest on loans, which may translate into more tenants backing out. I am very hesitant to keep pushing to fully lease up all the spaces if we can't precede with buildouts in a timely fashion.

Thanks,

From: Jorge Leon <jleon@centennialmgt.com>
Sent: Tuesday, October 29, 2024 2:24 PM
To: Tack, Timothy <TackT@bbfl.us>
Cc: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Subject: RE: Potential MEP contractors for the HOB pricing

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Thank You for your help !!

From: Tack, Timothy <TackT@bbfl.us>
Sent: Monday, October 28, 2024 11:24 AM
To: Jorge Leon <jleon@centennialmgt.com>
Cc: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Subject: Potential MEP contractors for the HOB pricing

Jorge,

Below are some possible contractor's for the buildouts.

Electrical

- Palm Beach Electric
- AJI Electric
- Copperhead electric

Plumbing

- Rapid Plumbing

- Buckeye Plumbing
- ECM

Mechanical
- Cousins Air
- Astro Air
- ECM

Thanks,

Timothy Tack, P.E.
Assistant Director
Boynton Beach Community Redevelopment Agency
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Tack, Timothy

From: Paul Bilton <PBilton@centennialmgt.com>
Sent: Thursday, November 14, 2024 4:17 PM
To: Utterback, Theresa; Jorge Leon; Tack, Timothy
Cc: Lewis Swezy; Nicklien, Bonnie; Kathryn Rossmell
Subject: RE: 11.12.24 Meeting - Tenant Build-Out Status HOB Commercial Spaces

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Good Afternoon!

Thank you for the meeting and thank you for the summary below. See notes in red.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From: Utterback, Theresa <UtterbackT@bbfl.us>
Sent: Tuesday, November 12, 2024 4:56 PM
To: Paul Bilton <PBilton@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>; Tack, Timothy <TackT@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Nicklien, Bonnie <NicklienB@bbfl.us>; Kathryn Rossmell <krossmell@llw-law.com>
Subject: 11.12.24 Meeting - Tenant Build-Out Status HOB Commercial Spaces

Hello Gentlemen,
Per the meeting today please see the list of actions below that were discussed.
If you have any additions/deletions/corrections, please reply all to this email.

- CMC to send an email to all commercial tenants regarding the status of their project Will do shortly
- Unit 101 – CMC to email tenant a final email notice that the project is terminated email sent
- Unit 102 – CMC will have contract/pricing completed by Friday-11/15/24 It may be Monday which is why I have not yet sent out the update email
- Unit 103 – Dentist office, CMC has a lease, tenant needs to submit plans for the space
- Unit 104 – Tenant is moving forward with its own contractor; CMC/CRA need to confirm how the tenant will be reimbursed for the CRA contribution of approx. $51,000+/- for floor/MEP I called and texted Jude today
- Unit 105 – CMC will have contract/pricing completed by Tuesday-11/19 /24
- Unit 106 – Plans are permitted per old design; the plans will be recycled for the new tenant (law firm) and will be sent to bid – there is currently no lease Tenant has the lease under review.
- Unit 107 - CMC will have contract/pricing completed by Friday-11/15/24 It may be Monday which is why I have not yet sent out the update email
- Unit 108 – CMC to confirm bullet proof wall goes through to lobby (includes the conference room) CMC will have contract/pricing completed by Tuesday-11/19 /24

Thank you,
Theresa

Theresa Utterback
Development Services Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9094 | 561-737-3258
UtterbackT@bbfl.us | https://www.boyntonbeachcra.com

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From: Sylvia Gillion
To: Paul Bilton
Cc: Tack, Timothy; Nicklien, Bonnie; Lewis Swezy; Jorge Leon
Subject: Re: HOB 107 Build-Out
Date: Saturday, November 23, 2024 4:37:46 PM

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Please be advised that Sylvia Gillion dba Gillion & Co and Gillion & Co Realty Inc., have withdrawn from the Heart of Boynton Commercial project. Please cancel the expired lease agreement as well. If you have any questions, please advise me so I can forward your questions and concerns to my legal advisor's office.

Thank you,

Sylvia

On Fri, Nov 22, 2024, 4:39 PM Paul Bilton <PBilton@centennialmgt.com> wrote:

> Hi Sylvia,
>
> Attached is the build-out cost proposal based on permit set of plans.
>
> We look forward to hearing from you!
>
> Regards,
>
> Paul Bilton
>
> Centennial Management Corp
>
> 7735 NW 146 Street, Suite 306
>
> Miami Lakes, FL 33016
>
> 786-399-4210

From: Paul Bilton
To: Nicklien, Bonnie; Tack, Timothy
Cc: Lewis Swezy; Jorge Leon; Hay, Woodrow L.
Subject: RE: HOB - Buildout Cost & Construction
Date: Monday, December 02, 2024 10:31:48 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.jpg

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Hi Bonnie and Tim

Here's an update:

101
Awaiting new tenant. The plans on file are not generic, so we are hesitant to proceed without the new tenant's input.
102
Rebidding HVAC and millwork – HVAC came down; hoping to have millwork by tomorrow
103
Please send the plans if you have them. I have a call in to Mike Jean Baptiste as well.
104
I received a text back from Jude stating that he will call me today.
105
John is looking at the cost details and will get back with me today.
106
Re-bidding and a couple of trades already came in lower. We should have it done by tomorrow.
107
We emailed Sylvia a cost detail that matches the estimate from a year ago, and I left a message today hoping to talk to her about staying
108
Rebidding HVAC and millwork – HVAC came down; hoping to have millwork by tomorrow.

We are ready and eager to start construction within +/- 2 weeks of receipt of signed contracts.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From: Nicklien, Bonnie <NicklienB@bbfl.us>
Sent: Monday, December 2, 2024 9:45 AM
To: Paul Bilton <PBilton@centennialmgt.com>; Tack, Timothy <TackT@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>
Subject: RE: HOB - Buildout Cost

Hi Paul,

Hope you enjoyed your Thanksgiving!

Can you please tell me the status of the final cost estimate for Unit 106 (Diane Andre Law Office)? She will be using the permitted plans for Politicalm. The attached cost estimate was provided in March based on the final set of plans for Unit 106.

Thank you for the update.

Bonnie

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com

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email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

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From: Paul Bilton <PBilton@centennialmgt.com>
Sent: Monday, November 25, 2024 1:54 PM
To: Tack, Timothy <TackT@bbfl.us>; Nicklien, Bonnie <NicklienB@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>
Subject: HOB - Buildout Cost

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Hi Tim

Attached are the bid list and comparison of original vs current cost for 102, 105, 107 and 108.
105 and 107 did not change much.
108 was originally based on a simplistic sketch.
As discussed, we are doing some value engineering and intend to re-bid a couple of trades.
We look forward to discussing our next steps with you at 3.

Please forward to Commissioner Hay.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From:	Paul Bilton
To:	Tack, Timothy
Cc:	Nicklien, Bonnie; Lewis Swezy
Subject:	RE: MLK Tenant Buildouts
Date:	Monday, December 09, 2024 1:24:11 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.jpg

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Hi Tim

We agree that each tenant has the right to select any qualified GC to do the build-out and that Centennial will contribute $7,142.86 towards the construction of each of 101-107. The funds will go to the GC doing the work.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From: Tack, Timothy <TackT@bbfl.us>
Sent: Friday, December 6, 2024 1:30 PM
To: Paul Bilton <PBilton@centennialmgt.com>
Cc: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: MLK Tenant Buildouts

Paul,

I want to confirm our agreement on the MLK tenants before next Board meeting. As I understand it, Centennial agrees that each tenant will have the choice to use RS Construction or to use their own contractor, and in either case, Centennial will contribute the required $7,142.86 to each tenant. We can work out the mechanics of the payment later but I want to make sure we are on the same page before we start working on a process.

Please let me know.

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



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From: Nicklien, Bonnie
To: Paul Bilton; Tack, Timothy
Cc: Lewis Swezy; Jorge Leon; Hay, Woodrow L.
Subject: RE: HOB - Buildout Cost & Construction
Date: Thursday, December 12, 2024 11:01:00 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
Importance: High

Paul and team –

Please see the latest on each unit from the CRA. My updates are in Green with the pending action items from CMC in highlighted in blue.

Thank you for the confirmation!

Bonnie

From: Paul Bilton <PBilton@centennialmgt.com>
Sent: Friday, December 06, 2024 10:44 AM
To: Nicklien, Bonnie <NicklienB@bbfl.us>; Tack, Timothy <TackT@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>; Hay, Woodrow L. <HayW@bbfl.us>
Subject: RE: HOB - Buildout Cost & Construction

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Good Morning!

Thank you for taking my call this morning! Please see update in red below.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016

786-399-4210

From: Paul Bilton
Sent: Monday, December 2, 2024 10:32 AM
To: 'Nicklien, Bonnie' <NicklienB@bbfl.us>; Tack, Timothy <TackT@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>; 'hayw@bbfl.us' <hayw@bbfl.us>
Subject: RE: HOB - Buildout Cost & Construction

Hi Bonnie and Tim

Here's an update:

101
Awaiting new tenant. The plans on file are not generic, so we are hesitant to proceed without the new tenant's input. Still waiting for prospective tenant plan input. I have met with Andy Lafontant an ER dr looking to open an urgent care. I spoke with him today for another update and he is still interested and working on research with architects/contractors and overall business plan before we have an introduction meeting with CMC.
102
Rebidding HVAC and millwork – HVAC came down; hoping to have millwork by tomorrow Revised, reduced cost sent to tenant. Messages left. Spoke with Agathe yesterday and she is interested in staying if the cost estimate can come down. Otherwise, the numbers do not make sense for her to move forward. Per our conversation with CMC on Tuesday, we are waiting on Lewis to take another look at the cost and get back to us. Please let us know the update.
103
Please send the plans if you have them. I have a call in to Mike Jean Baptiste as well. Still waiting for plans. Spoke to Mike on 12/2 and left messages. An email was sent to Jorge today with the final permit application set of plans. Please let us know when 103 may receive a cost estimate. The permit application was submitted by another contractor on November 8th and is currently under its second review cycle.
104
I received a text back from Jude stating that he will call me today. Per conversation yesterday with Jude and Lucika: while they do intend to use their own GC, they nevertheless thought that we would be installing MEP work and kitchen. All we will do is install the slab (at our cost), so we need a procedure by which the CRA funds ($51k) that were intended to go to us get re-directed to the tenant/tenant GC since they will do the applicable work. They appear open to doing the work and receiving the $51k from the CRA and $7,142.85 from Centennial. I sent the permit approved set of plans to Jude for him to work with his GC on a cost estimate and next steps.
105
John is looking at the cost details and will get back with me today. Messages left after our 12/2 conversation. I sent John a permit approved set of plans to work on getting other cost estimates. He has not decided on a final GC if it is CMC or other.
106
Re-bidding and a couple of trades already came in lower. We should have it done by tomorrow.

Final cost provided. We need a signed lease as well as the GC contract. Diane signed a lease and will send the guaranty signed page soon. A revised set of plans were sent to Jorge yesterday and the tenant requested an updated cost estimate from Jorge on the revised plans. She is also seeking confirmation that pulling the current permit in place for Unit 106 to begin the work, then submit the revisions to permitting is the best course of action for the tenant. Please confirm.

107

We emailed Sylvia a cost detail that matches the estimate from a year ago, and I left a message today hoping to talk to her about staying Spoke to Sylvia today. She would like to stay. She is reviewing the cost estimate item by item and will send me some questions today. Final permit approved set of plans were sent to Sylvia for her to work on getting her own GC.

108

Rebidding HVAC and millwork – HVAC came down; hoping to have millwork by tomorrow. Revised, reduced cost sent to CRA. We are finalizing the GC contract with the City. We should hear back soon.

We are ready and eager to start construction within +/- 2 weeks of receipt of signed contracts.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From: Nicklien, Bonnie <NicklienB@bbfl.us>
Sent: Monday, December 2, 2024 9:45 AM
To: Paul Bilton <PBilton@centennialmgt.com>; Tack, Timothy <TackT@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>
Subject: RE: HOB - Buildout Cost

Hi Paul,

Hope you enjoyed your Thanksgiving!

Can you please tell me the status of the final cost estimate for Unit 106 (Diane Andre Law Office)? She will be using the permitted plans for Politicalm. The attached cost estimate was provided in March based on the final set of plans for Unit 106.

Thank you for the update.

Bonnie

Bonnie Nicklien
Grants and Project Manager
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NicklienB@bbfl.us | https://www.boyntonbeachcra.com

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Sent: Monday, November 25, 2024 1:54 PM
To: Tack, Timothy <TackT@bbfl.us>; Nicklien, Bonnie <NicklienB@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>
Subject: HOB - Buildout Cost

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As discussed, we are doing some value engineering and intend to re-bid a couple of trades.
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Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From:	Nicklien, Bonnie
To:	Paul Bilton; Tack, Timothy
Cc:	Lewis Swezy; Jorge Leon; Hay, Woodrow L.
Subject:	RE: HOB - Buildout Cost & Construction
Date:	Tuesday, December 17, 2024 9:28:00 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png image008.jpg

Hi Paul,

Please provide confirmation of the email below and an update on CMC's items.

Thank you,
Bonnie

From: Nicklien, Bonnie
Sent: Thursday, December 12, 2024 11:01 AM
To: Paul Bilton <PBilton@centennialmgt.com>; Tack, Timothy <TackT@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>; Hay, Woodrow L. <HayW@bbfl.us>
Subject: RE: HOB - Buildout Cost & Construction
Importance: High

Paul and team –

Please see the latest on each unit from the CRA. My updates are in Green with the pending action items from CMC in highlighted in blue.

Thank you for the confirmation!

Bonnie

From: Paul Bilton <PBilton@centennialmgt.com>
Sent: Friday, December 06, 2024 10:44 AM
To: Nicklien, Bonnie <NicklienB@bbfl.us>; Tack, Timothy <TackT@bbfl.us>

Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>; Hay, Woodrow L. <HayW@bbfl.us>
Subject: RE: HOB - Buildout Cost & Construction

This Message Is From an External Sender

This message came from outside your organization.

Good Morning!

Thank you for taking my call this morning! Please see update in red below.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From: Paul Bilton
Sent: Monday, December 2, 2024 10:32 AM
To: 'Nicklien, Bonnie' <NicklienB@bbfl.us>; Tack, Timothy <TackT@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>; 'hayw@bbfl.us' <hayw@bbfl.us>
Subject: RE: HOB - Buildout Cost & Construction

Hi Bonnie and Tim

Here's an update:

101
Awaiting new tenant. The plans on file are not generic, so we are hesitant to proceed without the new tenant's input. Still waiting for prospective tenant plan input. I have met with Andy Lafontant an ER dr looking to open an urgent care. I spoke with him today for another update and he is still interested and working on research with architects/contractors and overall business plan before we have an introduction meeting with CMC.
102
Rebidding HVAC and millwork – HVAC came down; hoping to have millwork by tomorrow Revised, reduced cost sent to tenant. Messages left. Spoke with Agathe yesterday and she is interested in staying if the cost estimate can come down. Otherwise, the numbers do not make sense for her to move forward. Per our conversation with CMC on Tuesday, we are waiting on Lewis to take another look at the cost and get back to us. Please let us know the update.
103
Please send the plans if you have them. I have a call in to Mike Jean Baptiste as well. Still waiting for plans. Spoke to Mike on 12/2 and left messages. An email was sent to Jorge today with the final

permit application set of plans. Please let us know when 103 may receive a cost estimate. The permit application was submitted by another contractor on November 8th and is currently under its second review cycle.

104

I received a text back from Jude stating that he will call me today. Per conversation yesterday with Jude and Lucika: while they do intend to use their own GC, they nevertheless thought that we would be installing MEP work and kitchen. All we will do is install the slab (at our cost), so we need a procedure by which the CRA funds ($51k) that were intended to go to us get re-directed to the tenant/tenant GC since they will do the applicable work. They appear open to doing the work and receiving the $51k from the CRA and $7,142.85 from Centennial. I sent the permit approved set of plans to Jude for him to work with his GC on a cost estimate and next steps.

105

John is looking at the cost details and will get back with me today. Messages left after our 12/2 conversation. I sent John a permit approved set of plans to work on getting other cost estimates. He has not decided on a final GC if it is CMC or other.

106

Re-bidding and a couple of trades already came in lower. We should have it done by tomorrow. Final cost provided. We need a signed lease as well as the GC contract. Diane signed a lease and will send the guaranty signed page soon. A revised set of plans were sent to Jorge yesterday and the tenant requested an updated cost estimate from Jorge on the revised plans. She is also seeking confirmation that pulling the current permit in place for Unit 106 to begin the work, then submit the revisions to permitting is the best course of action for the tenant. Please confirm.

107

We emailed Sylvia a cost detail that matches the estimate from a year ago, and I left a message today hoping to talk to her about staying Spoke to Sylvia today. She would like to stay. She is reviewing the cost estimate item by item and will send me some questions today. Final permit approved set of plans were sent to Sylvia for her to work on getting her own GC.

108

Rebidding HVAC and millwork – HVAC came down; hoping to have millwork by tomorrow. Revised, reduced cost sent to CRA. We are finalizing the GC contract with the City. We should hear back soon.

We are ready and eager to start construction within +/- 2 weeks of receipt of signed contracts.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From: Nicklien, Bonnie <NicklienB@bbfl.us>
Sent: Monday, December 2, 2024 9:45 AM

To: Paul Bilton <PBilton@centennialmgt.com>; Tack, Timothy <TackT@bbfl.us>
Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>
Subject: RE: HOB - Buildout Cost

Hi Paul,

Hope you enjoyed your Thanksgiving!

Can you please tell me the status of the final cost estimate for Unit 106 (Diane Andre Law Office)? She will be using the permitted plans for Politicalm. The attached cost estimate was provided in March based on the final set of plans for Unit 106.

Thank you for the update.

Bonnie

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com

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From: Paul Bilton <PBilton@centennialmgt.com>
Sent: Monday, November 25, 2024 1:54 PM
To: Tack, Timothy <TackT@bbfl.us>; Nicklien, Bonnie <NicklienB@bbfl.us>

Cc: Lewis Swezy <LSwezy@centennialmgt.com>; Jorge Leon <jleon@centennialmgt.com>
Subject: HOB - Buildout Cost

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Hi Tim

Attached are the bid list and comparison of original vs current cost for 102, 105, 107 and 108.
105 and 107 did not change much.
108 was originally based on a simplistic sketch.
As discussed, we are doing some value engineering and intend to re-bid a couple of trades.
We look forward to discussing our next steps with you at 3.

Please forward to Commissioner Hay.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From:	Tack, Timothy
To:	Paul Bilton; Lewis Swezy
Cc:	Nicklien, Bonnie
Subject:	HOB Commercial Tenant Buildouts
Date:	Friday, December 20, 2024 11:29:16 AM
Attachments:	Tenant Improvements Selection Form.docx RE MLK Tenant Buildouts.msg image875586.png image367959.png image247243.png image390592.png image617988.png image610965.png

---

Paul and Lewis,

In response to our previous discussions with CMC and your email on December 9, 2024 (attached), we have created a form which allows the tenants at the Heart of Boynton Shops the ability to select any qualified GC to complete the build-out and still have access to CMC's contribution of $7,142.86. The form attached summarizes the following:

- *The tenants understands that they are entitled to $7,142.86 to use towards the interior build-out and stub-out of the Unit, less any amounts agreed upon in this form.*
- *The tenant understands that RS Construction will construct the "gray shell" of the Unit. The "gray shell construction" means an unfinished interior with concrete floors (to be poured upon execution of lease agreement), left ready for tenant improvements. The gray shell does not include heating, ventilating, air conditioning, lighting, plumbing, ceilings, elevators, interior walls, etc.*
- *The tenant has the option to elect one of the following:*
    - *RS Construction will complete the entire build-out*
    - *RS Construction will provide the underground/stub-out only*
    - *RS Construction will only provide the gray shell*

Please review the document and provide confirmation so we can provide this to the tenants in a timely manner.

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



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From:	Nicklien, Bonnie
To:	Paul Bilton; Lewis Swezy
Cc:	Jorge Leon; Tack, Timothy
Subject:	RE: HOB Commercial Tenant Buildouts
Date:	Monday, December 30, 2024 8:55:00 AM
Attachments:	Unit 103 - Dentist Office Plans.msg image001.png image002.png image003.png image004.png image005.png image006.png FW Diane Andre ESQ. Checking in.msg
Importance:	High

Hi Paul and Lewis,

I hope you enjoyed your holidays.

Please provide confirmation at your earliest convenience of the email below from Tim on 12/20.

Also, we are waiting on responses to the attached emails sent on 12/11 and 12/12 on costs for Unit 103 and Unit 106. What is the status of those cost estimates?

Thank you,
Bonnie

From: Tack, Timothy <TackT@bbfl.us>
Sent: Friday, December 20, 2024 11:29 AM
To: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Cc: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: HOB Commercial Tenant Buildouts

Paul and Lewis,

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The tenant has the option to elect one of the following:

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- *RS Construction will provide the underground/stub-out only*
- *RS Construction will only provide the gray shell*

Please review the document and provide confirmation so we can provide this to the tenants in a timely manner.

Thanks,

Timothy Tack, P.E.
Assistant Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9091
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From:	Tack, Timothy
To:	Paul Bilton; Lewis Swezy
Cc:	Nicklien, Bonnie
Subject:	FW: HOB Commercial Tenant Buildouts
Date:	Thursday, January 02, 2025 9:42:07 AM
Attachments:	Tenant Improvements Selection Form.docx RE MLK Tenant Buildouts.msg image639700.png image821665.png image270482.png image373127.png image015687.png image033561.png

---

Paul and Lewis,

I need your input on this ASAP. I need to get this out to the tenants so we know how they will proceed.

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

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From: Tack, Timothy
Sent: Friday, December 20, 2024 11:29 AM
To: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Cc: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: HOB Commercial Tenant Buildouts

Paul and Lewis,

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- *The tenant has the option to elect one of the following:*

    - *RS Construction will complete the entire build-out*
    - *RS Construction will provide the underground/stub-out only*
    - *RS Construction will only provide the gray shell*

Please review the document and provide confirmation so we can provide this to the tenants in a timely manner.

Thanks,

From: Nicklien, Bonnie
To: Paul Bilton; Tack, Timothy; Lewis Swezy
Cc: Jorge Leon
Subject: RE: HOB Commercial Tenant Buildouts
Date: Tuesday, January 07, 2025 11:09:00 AM
Attachments: 25_0107 Tenant Improvement Selection Form Response to CMC Comments.docx
image001.jpg
FW Diane Andre ESQ. Checking in.msg
Unit 103 - Dentist Office Plans.msg
25_0106_A105-2017 - Working Draft -108_KBR.docx
RE MLK Tenant Buildouts.msg

Hi Paul,

Thank you for your comments. We reviewed and accepted all of the comments less a few track changes. Please review the attached document so we can get this out to the tenants soon. Please note, that if the tenant selects the second option where RS Construction will only provide the stub-out and grey shell, that we would require a breakdown of the overall plumbing costs to include the costs specific to the stub-out.

Also, let us know when we can expect the items below. We publish the agenda packet today and will be presenting an update to the Board.

- Review and approve the construction contract A105 for the NOP office Unit 108 (comments from staff/legal in track changes). This will go to the CRA Board on January 14th for review and approval
- Provide Unit 102 with her revised cost estimate
- Respond to Unit 105 regarding his questions on the cost estimate per a discussion with Paul
- Provide a cost estimate for Unit 106 – see attached email
- Provide a cost estimate for Unit 103 – see attached email.

Thank you,
Bonnie

From: Paul Bilton <PBilton@centennialmgt.com>
Sent: Monday, January 06, 2025 5:34 PM
To: Tack, Timothy <TackT@bbfl.us>; Lewis Swezy <LSwezy@centennialmgt.com>
Cc: Nicklien, Bonnie <NicklienB@bbfl.us>; Jorge Leon <jleon@centennialmgt.com>
Subject: RE: HOB Commercial Tenant Buildouts

This Message Is From an External Sender

This message came from outside your organization.

Good Afternoon

Pls review the attached revised draft.

Regards,
Paul Bilton
Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016
786-399-4210

From: Tack, Timothy <TackT@bbfl.us>
Sent: Thursday, January 2, 2025 9:42 AM
To: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Cc: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: FW: HOB Commercial Tenant Buildouts

Paul and Lewis,

I need your input on this ASAP. I need to get this out to the tenants so we know how they will proceed.

Thanks,

Timothy Tack, P.E.
Assistant Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9091
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From: Tack, Timothy
Sent: Friday, December 20, 2024 11:29 AM
To: Paul Bilton <PBilton@centennialmgt.com>; Lewis Swezy <LSwezy@centennialmgt.com>
Cc: Nicklien, Bonnie <NicklienB@bbfl.us>
Subject: HOB Commercial Tenant Buildouts

Paul and Lewis,

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    - *RS Construction will provide the underground/stub-out only*
    - *RS Construction will only provide the gray shell*

Please review the document and provide confirmation so we can provide this to the tenants in a timely manner.

Thanks,

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

OLD BUSINESS

AGENDA ITEM 14.C

SUBJECT:
Continued Discussion and Consideration of Search for the New Executive Director - TABLED 11/21/2024

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 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 position was previously advertised in November 2023 and May 2024 without successful placement. At the August 13, 2024 meeting, the CRA Board directed staff to re-advertise the position and research options for executive search firms.

In August 2024, the CRA Executive Director position was re-advertised on the City, CRA, FRA, and International Economic Development Council (IEDC) websites and closed on September 30, 2024. A total of 66 candidates have responded to the advertisement.

FISCAL IMPACT:
FY 2024-2025 General Fund Budget, Executive Department; Line Item #01-51230-100

CRA BOARD OPTIONS:
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

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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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

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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

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

NEW BUSINESS

AGENDA ITEM 15.A

SUBJECT:
Discussion and Consideration of Executive Recruitment Firms for Executive Director Candidates - TABLED 11/21/2024

SUMMARY:
On September 10, 2024, the CRA Board directed staff to research Executive Recruitment Firms as an option for securing a viable candidate for the CRA Executive Director position.

Staff solicited proposals for Executive Recruitment Firms and four out of five responded (see Attachments I-IV). A summary of the proposals are provided below.

VENDOR	PROPOSAL	LOW RANGE ($140,000)	HIGH RANGE ($210,000)
Manpower	9/10/2024	$21,000	$31,500
Alpha 1 Staffing	9/11/2024	$22,200	$38,300
Prime Headhunting & Recruiting, Inc.	9/10/2024	$40,000	$40,000
Robert Half	9/11/2024	$40,000	$57,500
Career Developers Inc.	N/A	N/A	N/A

Additional Information received since agenda item was tabled.

If the Board elects to un-table this item, then the Board can also agree to consider the new proposals.

The CRA solicited and received two (2) additional proposals for Executive Recruitment Firms. An updated summary of the proposals are provided below (see Attachments I-VI):

VENDOR	PROPOSAL	LOW RANGE ($140,000)	HIGH RANGE ($210,000)
Manpower	9/10/2024	$21,000	$31,500
Alpha 1 Staffing	9/11/2024	$22,200	$38,300
Prime Headhunting & Recruiting, Inc.	9/10/2024	$40,000	$40,000
Robert Half	9/11/2024	$40,000	$57,500
Career Developers Inc.	N/A	N/A	N/A

S. Renée Narloch & Associates	12/18/2024	$29,050	$29,050
Colin Baenziger & Associates	12/19/2024	$34,500	$34,500

FISCAL IMPACT:
FY 2024-2025 General Fund Budget, Executive Department; Line Item #01-51230-100

CRA BOARD OPTIONS:
To be determined by the CRA Board.

ATTACHMENTS:

Description

- Attachment I - Request for Proposal from Alpha 1 Staffing
- Attachment II - Request for Proposal from Manpower
- Attachment III - Request for Proposal from Prime Headhunting & Recruiting, Inc.
- Attachment IV - Request for Proposal from Robert Half
- Attachment V - Request for Proposal from S. Renee Narloch & Associates
- Attachment VI - Request for Proposal from Colin Baenziger & Associates

ALPHA 1
STAFFING + SEARCH FIRM

We Specialize in Solutions

Request for Proposal - Executive Search for the
Boynton Beach Community Redevelopment Agency
(BBCRA) Executive Director

Executive Summary

Alpha1 Staffing Search Firm is thrilled to be part of the bidding process to offer exceptional recruitment services to the Boynton Beach Community Redevelopment Agency (BBCRA). Our mission is simple: to deliver top-notch customer service that exceeds expectations every step of the way.

At the core of our business are our values: People, Passion, and Professionalism. Integrity is our guiding principle, and since our inception, we've been committed to providing high-quality staffing solutions for a variety of projects. From large-scale, long-term technical endeavors to short-term assignments, our diverse experience speaks for itself.

We're not just in the business of filling positions – we're passionate about connecting talented individuals with exciting opportunities. With a national network of professionals spanning various industries, from corporate support to healthcare, we pride ourselves on our ability to match client needs with candidate strengths.

Our reputation speaks volumes: an 8-hour perfect match guarantee, a 16-year track record of success, and a client-centric approach that has earned us trust nationwide. Moreover, we're dedicated to fostering diversity and inclusion in the workplace, partnering with companies that share our commitment to creating supportive environments for all.

At Alpha1 Staffing Search Firm, PEOPLE are our priority. Whether it's in our careers, businesses, or everyday lives, serving, assisting, and developing people is at the heart of everything we do. That's why we're proud members of esteemed organizations like the American Staffing Association and various chambers of commerce.

Our journey began humbly in 2007, weathering economic storms with sheer determination. Today, we stand as the largest female and minority-owned/operated employer in Miami-Dade County, with a workforce spanning thousands across Florida and neighboring states.

With nearly two decades of experience under our belt, we've partnered with myriad municipalities state-wide. We're fully committed to meeting the requirements of the RFP and look forward to providing the (BBCRA) with top-tier recruitment services that promote productivity, efficiency, and exceptional value.

Thank you for this opportunity to collaborate. We're excited about the prospect of working together and delivering outstanding results.

Sincerely,

Garrie J. Harris

CEO, Alpha1 Staffing + Search Firm, LLC
Gharris@ Alpha1staffing.com
954.604.2228

Executive Summary

Main Office/ Servicing Location

3350 SW 148th Ave #110
Miramar, FL 33027
305.620.3633



Your Dedicated Team

An organization is only as strong as its employees. Our goal is to ensure that our team is staffed with the right professionals to properly serve our customers. To do this, we hired for fit, expertise, ability and commitment to service. Our 16-year history in the staffing industry is evident of our ability to hire and cultivate the best staff. Additionally, our team attends regular trainings, industry conferences, and accesses various educational resources to remain abreast of best practices and labor conditions.



Garrie Harris
CEO
Tenure: 16 Years

Garrie Harris, the dynamic CEO of Alpha1 Staffing, has been at the helm of our operations for over 16 years, demonstrating unparalleled leadership and dedication. Under her visionary guidance, Alpha1 Staffing has successfully managed over $100M in municipal and federal staffing contracts, showcasing our ability to handle large-scale projects with precision and excellence.

Garrie's strategic leadership has been instrumental in defining the direction and vision of Alpha1 Staffing. Her expertise in managing substantial staffing projects and government contracts ensures that we consistently meet and exceed client expectations. She excels in building and maintaining robust client relationships, which are the cornerstone of our success.

Moreover, Garrie's meticulous attention to compliance guarantees that all contractual obligations are met with the highest standards of integrity and professionalism. Her oversight of the RFP process, from initiation to final approval, ensures that Alpha1 Staffing remains competitive and efficient in securing vital contracts.

Through her unwavering commitment and exceptional leadership, Garrie Harris continues to drive Alpha1 Staffing forward, delivering outstanding service to our clients and fostering a culture of excellence within the business.



Cory Kingcade
VP of Sales
Tenure: 3 Years

Cory Kingcade exemplifies strategic leadership in overseeing our sales and operational functions. With extensive experience in managing large-scale staffing operations and contracts, Cory has been pivotal in driving our business forward.

His development and implementation of innovative sales strategies have significantly contributed to Alpha1 Staffing's growth, ensuring that we remain competitive and effective in the marketplace. Cory provides invaluable guidance and support to both the sales and operations teams, fostering a collaborative environment that prioritizes excellence and client satisfaction.

Your Dedicated Team

Cory's commitment to continuous improvement has led to the enhancement of processes and strategies, boosting productivity and profitability across the organization. His leadership not only drives business growth but also strengthens the foundation of Alpha1 Staffing, positioning us for sustained success in the ever-evolving staffing industry.



Lauren Kingcade
Director of TA & Marketing
Tenure: 8 Years

Lauren Kingcade, the Director of Marketing and Talent Acquisition at Alpha1 Staffing, is a master at developing and implementing comprehensive recruitment strategies. Her deep understanding of various marketing channels allows her to attract top talent effectively, ensuring that Alpha1 Staffing remains a leader in the industry.

With a keen focus on promoting employer branding, Lauren excels at attracting diverse candidates, enhancing the inclusivity and strength of our workforce. Her utilization of data-driven insights optimizes our recruitment efforts, ensuring we consistently secure the best candidates for our clients.

Lauren's collaboration with the CEO and senior team members ensures that talent acquisition is closely aligned with the overall business objectives of Alpha1 Staffing. Her strategic approach not only bolsters our recruitment capabilities but also contributes to the long-term success and growth of our organization.



Nakia Koonce-Gilbert
Sr. Talent Consultant
Tenure: 8 Years

Nakia Koonce Gilbert offers a wealth of expertise in managing complex staffing projects and high-volume recruitment. Her in-depth knowledge of industry trends and best practices ensures that Alpha1 Staffing stays ahead in the competitive landscape.

Nakia excels at establishing and nurturing relationships with key clients and stakeholders, providing strategic guidance on talent acquisition and workforce planning. Her approach involves conducting thorough candidate sourcing, screening, and interviews, meticulously evaluating candidate qualifications to match them with client requirements.

Throughout the hiring process, Nakia offers personalized guidance and support to candidates, building a strong network of qualified talent. Her collaborative efforts with clients to understand their staffing needs result in the delivery of highly suitable candidates, ensuring satisfaction and success for all parties involved. Nakia's dedication and strategic insights make her an invaluable asset to Alpha1 Staffing.

Your Dedicated Team



Tiffany Parks
Payroll Manager
Tenure: 5 Years

Tiffany Parks is exceptional at managing payroll processes and ensuring accuracy. Her familiarity with government payroll regulations and compliance requirements guarantees that our operations adhere to the highest standards.

Tiffany's experience in handling large volumes of payroll for temporary staff showcases her capability in managing complex and high-demand environments. She excels in streamlining payroll operations, enhancing both efficiency and timeliness.

Through her collaboration with HR and finance teams, Tiffany ensures seamless payroll operations, fostering a cohesive and efficient workflow within Alpha1 Staffing. Her dedication and expertise play a crucial role in maintaining the reliability and accuracy of our payroll services.



Lisa Smith
Asst. Payroll & HR Manager
Tenure: 11 Years

Lisa Smith has extensive expertise in both HR and payroll management. She plays a pivotal role in assisting the Payroll Manager with overseeing payroll processes, ensuring precision and efficiency. Her hands-on experience with payroll software and systems enables her to proficiently handle payroll inquiries and resolve any issues that may arise.

Lisa is diligent in maintaining accurate payroll records and documentation, collaborating closely with the Payroll Manager to ensure timely and accurate payroll processing. Her proficiency extends beyond payroll, as she is deeply involved in HR duties, ensuring compliance with all relevant regulations and effectively managing conflict resolution.

In addition to her payroll responsibilities, Lisa provides strategic guidance on talent acquisition and workforce planning. She excels in establishing and nurturing relationships with key clients and stakeholders, conducting candidate sourcing, screening, and interviews.

Relevant Project Experience

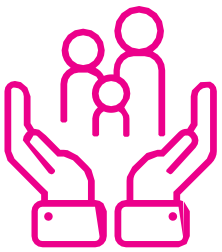
Government entities rely on Alpha1 Staffing for their contingent workforce needs. We've established a 16-year track record of on-time and on-budget delivery, and our clients trust our expertise to navigate complex, high volume, multi-location, contingent staffing projects.

Our commitment to excellence in customer service sets us apart, and our 8-hour perfect match guarantee ensures that you receive the right personnel with the right skills for your specific requirements. Whether it's temporary, permanent, or specialized staffing, Alpha1Staffing is dedicated to providing tailored solutions that meet the multifaceted needs of our esteemed government clients.

Family owned and operated, and we have a deep understanding of teamwork and the critical role each individual plays in the success of a project. We're committed to thorough and compassionate execution of every deployment.

City of Miramar, City of Hollywood, City of Lauderhill, Lee County, and more – our team has collaborated and serviced several large, multi-year municipal contracts throughout Florida and neighboring states. More than 10,000 employees have been placed by using our temporary and direct hire services since 2007. We have provided our employment services to several (past & current) governmental and private agencies from 2010-present.

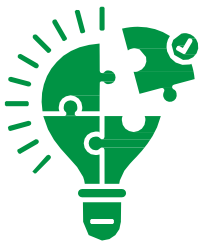
Please see our capability statement enclosed for a full list of past projects detailing our relevant experience.



Family-owned & Operated



Proven track record of Success



Tailored Solutions

Streamlined Hiring Process

We understand the importance of swift yet thorough temporary placements. Our optimized process balances speed with quality, ensuring highly qualified candidates and faster time-to-fill.



Proven Success - Alpha 1 Staffing's Success in Filling the Assistant Utilities Director - Engineering Role for the City of Boynton Beach

Challenge: The City of Boynton Beach faced a critical vacancy in the Assistant Utilities Director - Engineering role, which had remained unfilled for over a year. This vacancy posed significant challenges to the city's infrastructure management and service delivery.

Solution: Alpha 1 Staffing was tasked with identifying and recruiting a highly qualified candidate to fill this crucial position. Our team of experienced recruiters leveraged their deep understanding of the local job market and extensive network within the engineering and utilities sectors.

Results: Through a meticulous search process, Alpha 1 Staffing successfully filled the Assistant Utilities Director - Engineering role within six weeks. The new hire possessed a strong track record in managing complex utility infrastructure projects, implementing innovative solutions, and overseeing engineering teams.

Key Achievements:

- **Rapid Recruitment**: Alpha 1 Staffing efficiently identified and presented qualified candidates to the City of Boynton Beach, ensuring a swift turnaround time.
- **Candidate Quality:** The selected candidate demonstrated exceptional technical expertise, leadership skills, and a strong alignment with the city's goals and values.
- **Successful Integration:** The new hire quickly integrated into the existing team and began making significant contributions to the city's utilities department.

Impact: By filling the Assistant Utilities Director - Engineering role, Alpha 1 Staffing helped the City of Boynton Beach address critical infrastructure challenges and improve service delivery to its residents. The new hire's expertise and leadership have been instrumental in advancing the city's utilities infrastructure and ensuring its long-term sustainability.



Approach

Alpha1 Staffing Search Firm, LLC has been a trusted partner in providing comprehensive talent management solutions for more than sixteen years. We specialize in executive search, human resources, and payroll management, serving government agencies and private sector clients nationwide. As a female, minority-owned and operated company based in Miami-Dade County, Alpha1 is proud to be the largest employer of its kind in the region. Our commitment to excellence, integrity, and innovative solutions positions us as a premier staffing partner for public and private sector organizations alike.

Our success stems from our in-depth understanding of the public sector. We recognize public agencies' complexities and challenges, from regulatory constraints to budgetary concerns. This understanding allows us to offer innovative yet practical, results-driven solutions. We take pride in being more than just a staffing firm—we are a strategic partner, sharing our client's goals to help them achieve their organizational vision through People, Passion, and Professionalism.

Comprehensive Talent Management Services

Alpha1 Staffing offers a broad range of services designed to meet your organization’s unique needs. These include:

- Executive Search and Recruitment
- Corporate Strategy and Workforce Planning
- Training and Professional Development
- Organizational and Workforce Management

Our consultative approach ensures that each service is customized to address your specific challenges and objectives. Whether identifying essential leadership, developing human resources strategies, or addressing temporary staffing needs, Alpha1 Staffing delivers tailored solutions to help your organization excel.

Public Sector Expertise

Alpha1 Staffing excels in the public sector, deeply understanding government operations and regulatory compliance. We combine this expertise with private sector flexibility and innovation, offering comprehensive staffing strategies to meet the needs of public agencies. With over 200 government and public sector clients across the U.S., Alpha1 has become a trusted partner for organizations seeking to balance efficiency with regulatory requirements.

Our public sector knowledge allows us to work effectively with agencies like the Boynton Beach Community Redevelopment Agency (BBCRA).



Approach

We are well-versed in the specific demands of redevelopment projects, economic development initiatives, and community enhancement efforts—all crucial for the BBCRA Executive Director role.
Executive Search for Boynton Beach Community Redevelopment Agency (BBCRA)'s
Alpha1 Staffing is honored to lead the Boynton Beach Community Redevelopment Agency (BBCRA) executive search to find a qualified Executive Director. This key leadership role is essential for managing the BBCRA's diverse operations and overseeing redevelopment, economic growth, and community revitalization efforts.

Position Title: Executive Director

- **Reports to BBCRA Board**
- **Salary Range: $140,000 - $210,000 (dependent on qualifications)**

General Duties:

The Executive Director will manage the daily operations of the Boynton Beach Community Redevelopment Agency (BBCRA) and oversee a range of redevelopment and economic development initiatives, including:

- Fiscal operations, policymaking, and capital project management.
- BBCRA program implementation, property acquisition, business incentives, and new business development.
- Business attraction, retention efforts, and special business promotion activities.
- Manage and maintain BBCRA-owned properties to enhance the economic and physical character of the BBCRA Districts.
- Acting as a liaison to businesses and property owners, working toward revitalizing and enhancing the BBCRA Districts through targeted redevelopment initiatives, capital improvements, and branding efforts.

Key Responsibilities:

- Foster economic revitalization and community development within the BBCRA Districts.
- Oversee the management and fiscal operations of BBCRA programs and projects.
- Lead efforts to attract, retain, and promote businesses, driving economic growth and sustainability in the area.
- Coordinate acquiring, developing, and maintaining properties within the BBCRA Districts.
- Act as a strategic partner in branding and marketing initiatives to promote the BBCRA District as an ideal location for businesses and residents.
- This role is critical for ensuring that the BBCRA's mission of revitalizing the community and fostering economic development is successfully implemented through effective leadership and collaboration with key stakeholders.
- Alpha1 Staffing's Executive Search Process
- Alpha1 Staffing has developed a comprehensive executive search process to ensure that the most qualified candidates are presented for the Executive Director role. Our recruitment process includes:

Approach

1. Candidate identification through outreach to professionals with experience in economic development, public administration, and community revitalization.
2. Vetting and verifying all candidates meet the BBCRA's qualifications and cultural fit requirements.
3. Credential checks and background verification to guarantee candidates' qualifications align with the position's needs.
4. Client collaboration: We work closely with the BBCRA Board to provide regular updates and maintain transparency throughout the recruitment process.

Recruitment Team for BBCRA Executive Director Search

- Garrie Harris, Project Manager, will oversee the search to ensure it meets BBCRA's expectations.
- Nakia Koonce-Gilbert, Senior Executive Recruiter, will lead the candidate identification and evaluation process.
- Lauren Kingcade will assist as an additional resource throughout the recruitment process.

Fee Structure

Our retained search fee for the Executive Director role is structured as follows:

1. Stage 1: A fee of $10,000 is invoiced upon commencement of the assignment.
2. Stage 2: A results-based fee of 23% of the candidate's agreed first-year salary, minus the Stage 1 fee, is invoiced on the successful candidate's start date.
3. Should BBCRA hire additional candidates from Alpha1 Staffing's search, they will be charged 23% of the candidate's agreed first-year salary.



Approach

Proposed Recruitment Schedule

Alpha1 Staffing will follow a detailed and structured schedule to ensure timely delivery of qualified candidates for the Executive Director role:

- Week 1-2: Alpha1 Staffing will initiate the search process by reviewing the job description and holding a briefing with the hiring manager. Research will commence, and we will begin developing a list of potential candidates.
- Week 3-4: We will continue candidate research and refine our list of potential candidates for further vetting.
- Week 5-6: Alpha1 will begin conducting interviews with the most promising candidates and provide BBCRA with an initial list of top candidates.
- Week 7-8: We will complete candidate outreach and present the final shortlist to the City of Boynton Beach. During this period, we will also coordinate interviews and assist with the selection and appointment of the Executive Director.

Client Satisfaction and Commitment

At Alpha1 Staffing, client satisfaction is at the heart of everything we do. We take great pride in our 4.6/5 average client satisfaction rating. Every engagement concludes with a client satisfaction survey, and the feedback is used to continuously improve our performance. We are committed to delivering the highest quality of service to ensure the success of your organization.



Technology

Finding the right talent for your city requires more than just resumes and interviews. That's why we leverage the power of Avionte, our cutting-edge Applicant Tracking System (ATS) powered by Artificial Intelligence (AI). This innovative technology streamlines the recruitment process and ensures a higher quality of candidates for your municipal positions.

The Power of AI-Driven Keyword Matching:

Avionte utilizes sophisticated AI algorithms to analyze job descriptions and candidate resumes. This intelligent system goes beyond simple keyword searches. It delves deeper, meticulously evaluating the context and intent behind keywords, ensuring a more accurate skills assessment.

Beyond Keywords: Skills-Based Scoring for Top Matches:

Imagine a system that can not only identify resumes containing relevant keywords but also score each candidate based on their demonstrated skills and experience. That's the power of Avionte. It assigns a weighted score to each candidate, highlighting those who possess the specific skillsets most relevant to your city's needs.

Benefits for the City of Boynton Beach:

- **Reduced Time to Hire:** By efficiently filtering through a pool of applicants and prioritizing the most qualified candidates, Avionte can significantly reduce the time it takes to fill critical positions within your city departments.
- **Improved Candidate Quality:** The AI-powered scoring system ensures a higher caliber of candidates are presented for your review. This means less time spent sifting through irrelevant applications and more time focusing on top talent.
- **Reduced Bias:** AI algorithms can help mitigate unconscious bias in the recruitment process. By focusing on objective skills and experience, Avionte ensures a fair and meritocratic approach to candidate selection.

A Winning Combination: Human Expertise and AI Technology:

While Avionte plays a vital role in identifying strong candidates, we understand that the human touch remains essential. Our dedicated talent consultants leverage their expertise and industry knowledge to interpret the AI data and present you with a curated shortlist of the best possible matches for your city's needs.

AVIONTÉ



Manpower

PERMANENT PLACEMENT AGREEMENT
Manpower & Boynton Beach Community Redevelopment Agency

Manpower ("Manpower") and Boynton Beach Community Redevelopment Agency ("Client"), in consideration of the mutual covenants contained herein, agree to the terms and conditions set forth in this Permanent Placement Agreement (the "Agreement"). This Agreement is only valid with respect to services provided by the Manpower branch location set forth in the signature block below, and is effective as of the latter of the two dates set forth below the parties' signatures (Effective date),

1. **Term and Termination**. This Agreement shall be for a term of one (1) year from the Effective Date and may be renewed upon the prior written consent of the parties. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party at the address set forth herein. Client shall remain liable to Manpower for all fees and expenses due under this Agreement for any candidate referred to Client, its affiliates, parents or subsidiaries, prior to termination, and shall pay such amounts immediately upon receipt of invoice from Manpower.

2. **Services**. Manpower shall recruit and refer to Client candidates for permanent placement by providing resumes or candidate profiles. All decisions concerning offers of employment are to be made by Client according to Client's business needs and other lawful criteria. Manpower is committed to equal employment opportunity and, as such, does not discriminate in referrals, and does not consent to discrimination by its clients, against any candidate on the basis of age, race, color, religion, disability, sex, national origin, veteran status or any other protected characteristic. Client agrees to indemnify and hold Manpower and its employees, directors, officers, subsidiaries and representatives harmless against any and all claims, loses and liabilities that arise from any hiring decision made by Client hereunder.

3. **Fees and Payment**. Client agrees to pay a fee if Client hires or retains a candidate, in any capacity, referred by Manpower within one (1) year after that candidate was presented to Client, regardless of whether Client learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of Compensation* paid by Client:

Annualized Compensation	Placement Fee
$140,000 - $210,000	Reduced direct hire rate: 15%

*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

If Manpower refers a candidate to Client that Client has interviewed (within the last six (6) months) or has scheduled an interview, Client will not owe Manpower a fee if Client hires the candidate. Client shall provide Manpower with documentation, upon request, sufficient to establish that the interview has been held or scheduled.

Client agrees to notify Manpower immediately of any offer to hire a candidate along with the date of the candidate's acceptance and the details of the candidate's Compensation. Fees are to be paid by Client within ten (10) days of the invoice date.

4. **Confidentiality**. Client agrees to keep all candidate referrals, including without limitation any information on a candidate's identification, strictly confidential. If Client refers a candidate presented by Manpower to a third party within twelve (12) months of the referral, and the third party hires the candidate, in any capacity, Client agrees to pay Manpower a fee in accordance with the terms herein. If the compensation of the candidate is not known, Client agrees to pay the minimum level of compensation for the hired position based on any information provided by Client and/or comparable salaries in the market for such positions.

5. **Guarantee**. Except for a Client-initiated reduction in workforce, elimination of the position or insufficient work for candidate, if a candidate hired by Client is no longer employed by Client sixty (60) days after candidate's start date with Client, and provided that Client has paid all invoices associated with such candidate, Manpower will, on a one-time basis, use its best efforts to replace the candidate at no additional cost. Should Manpower be unable to identify a replacement candidate within (the agreed upon period of

time), Manpower will refund to client on a pro-rated basis (based on the time the candidate has worked in the position) the fee paid by the client.: 0-30 Days – 75%; 31-60 days – 50%

Manpower warrants, to the best of its knowledge, that all candidate information presented is accurate; however, Manpower shall not be required to perform an independent investigation of the accuracy of any information provided by a candidate, including educational background, work experience, immigration status and contractual obligations to prior employers. Although Manpower may perform reference checks upon the request and at the Client's expense, such reference checks only provide answers to specific questions asked, and they are not intended to be an exhaustive check of employment, education and other background information. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MANPOWER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATION OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED.**

6. **Limitation on Liability**. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).**

7. **Entire Agreement; Amendment**. This Agreement contains the entire understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by both parties.

8. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflicts of law principles thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized signatories of Manpower and Client as of the Effective Date.

Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435

_____
Signature

_____
Printed Name / Title

_____
Date

MANPOWER

Angela Campbell
Signature

Angela Campbell
Printed Name / Business Development Manager

Boynton Beach / Boca Raton
Branch Location

9.10.2024
Date

P|H|R

Prime Headhunting & Recruiting, Inc.

2024

Proposal for Executive Search Services



You need the right people | We get the right results

Prime Headhunting & Recruiting, Inc.
1501 Belvedere Rd., Suite 500, West Palm Beach, FL 33406
T: 800-722-9214 W: www.goprimehr.com
Palm Beach County Vendor ID:VS0000018491 DUNS: 117771441
EIN: 85-3699729

P|H|R

EXECUTIVE RECRUITMENT PROPOSAL

City of Boynton Beach

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P|H|R

September 10, 2024

VIA EMAIL

Vicki Curfman
Administrative Assistant
Boynton Beach Community Redevelopment Agency
City of Boynton Beach- Community Redevelopment Agency
100 E. Ocean Ave.
Boynton Beach, FL, 33435

Dear Ms. Vicki Curfman:

Thank you for the opportunity to submit a proposal to assist the City of Boynton Beach with their recruitment efforts. We are always dedicated, regardless of the level of position, to finding and presenting qualified candidates. Prime Headhunting & Recruiting, Inc., is pleased to present this proposal. Enclosed is our proposal which outlines how we would partner with your organization to recruit the best individuals. It describes the steps we will take to accomplish the recruitment and provide qualified individuals.

We have conducted countless executive searches which has made Prime Headhunting & Recruiting, Inc., an expert in identifying, targeting, recruiting, and successfully placing candidates. Including women and minority candidates in a vast amount of our recruitments. Our firm has a large pool of resources at our fingertips in order to attract the best candidates, per opportunity.

Prime Headhunting & Recruiting, Inc., is committed to providing the highest level of service to our partners. We take this seriously and have built our reputation on providing services of the highest quality. We highly value our partnerships and we consider ourselves to be an extension of our clients. Prime Headhunting & Recruiting recognizes the City of Boynton Beach's dedication and pride in their community as "America's Gateway to the Gulfstream" and we would be honored to assist the BBCRA's mission to guide redevelopment activities along the eastern edge of the City. In our efforts, we commit to ensure that each and every candidate presented for consideration will also align themselves with the your organization’s mission and contribute positively to the vision of your community. We will be happy to answer any additional questions you may have. We look forward to working with you on this very important project.

Sincerely,
Alexa Sardinas

Alexa Sardinas, CSC
President
Vendor ID:VS0000018491
DUNS: 117771441
EIN: 85-3699729

BACKGROUND AND QUALIFICATIONS

Prime Headhunting & Recruiting, Inc., is a national executive search firm specializing in the recruitment of C-Suite level executives and professional-level positions. We are one of the leading recruitment firms and we are recognized throughout the industry for the level of commitment we bring to the recruitment process, our exceptionally high ratio of successful, long-term introductions, and our innovative approach to addressing the needs of both our clients and our candidates.

Our industry expertise is matched by our unparalleled customer service and our ability to analyze client needs, create a tailored recruiting strategy, and fulfilling vacancies with the right people. Our in-depth process involves sourcing, screening, and qualifying the top talent in order to make successful placements.

All searches carried out by Prime Headhunting & Recruiting, Inc., are performed according to the highest standards of professionalism and confidentiality. Confidential information divulged to us, in many cases, is vital to our ability to locate the best possible candidate; we respect this information and conversely request that you treat any candidate or general information provided by us with the same level of confidentiality.

Prime Headhunting & Recruiting, Inc., is an approved vendor through Palm Beach County with an active status - Vendor Code : VS0000018491

We are certified by the State of Florida as an official (WBE) Woman Business Enterprise or a women-owned business. We are proud to be recognized by the State of Florida as a business that is owned, managed, and controlled by a woman.

Top 3 Benefits of partnering with a Women-Owned Business

1. Tax Incentives
This is the greatest benefit. We all want to lower costs without jeopardizing quality. Working with a certified minority or women-owned business can do just that. The state and federal governments offer tax incentives to companies that do business with certified minority and women-owned businesses. They are also programs that reduce tax liabilities for projects funded with federal, state grants, or loans when the supplier is a women-owned business. In certain states, additional tax incentives may also be available. When you partner with Prime Headhunting & Recruiting, we provide all the necessary certification documentation needed for your tax filing purposes.

2. Increase ROI and Lower the Cost of Procurement
A recent study shows that working with a certified business can increase profitability with as much as 145% return on investment, offering competitive advantages for procurement organizations. In conclusion, the research determined that procurement organizations who work with a diverse supplier base also had lower overall operating costs and spent 30% less on their buying operations.

3. Increase Supply Channels
By partnering with minority and women-owned certified businesses you increase your sources for goods and services permitting you greater opportunities to analyze options that best fit your organization’s needs.

CODE OF ETHICS

Prime Headhunting & Recruiting is a proud member of the NALSC (National Association of Legal Search Consultants) and adheres to their Code of Ethics. The organization is committed to upholding the highest ethical standards by requiring adherence of its members to the NALSC Code of Ethics®.

ARTICLE I

Relations With Employers

Information provided to employers shall be the most accurate information known to the search firm. No search firm shall withhold candidate information which the employer would reasonably consider essential to its hiring decision. Candidates shall be submitted only (i) with prior authorization of the employer or (ii) where the search firm, based on previous direct communication with the employer, reasonably believes the employer would accept the submission. Confidential information relating to the employer shall be treated accordingly. No search firm shall solicit any attorney from the office of an employer in which it has made a placement for a six-month period following that placement, unless the search firm reasonably believes such a restriction is not required by the employer.
No search firm shall solicit a candidate it has placed while that candidate remains with the employer that paid the recruiting fee.

ARTICLE II

Relations With Candidates

Information provided to candidates shall be the most accurate information known to the search firm.
No search firm shall withhold employer information, which a candidate would reasonably consider essential to his or her hiring decision, subject to the search firm's duties to the employer. Candidates shall be submitted to employers only with the candidates' express prior consent. A search firm shall treat as confidential all information supplied to it in confidence by a candidate, subject to the search firm's duties to the employer. Search firms shall make all submissions which have been authorized by the candidate and shall inform the candidate of the results of those submissions in a timely manner. No search firm shall attempt to exert undue influence on the candidate.

ARTICLE III

Relations Among Members

Members of this Association shall relate to each other in a professional and ethical manner consistent with the goals of this Association. Except for fee-sharing agreements between search firms, no member shall make payments of any kind to gain business referrals or to induce others into a relationship as a client or candidate. Members are strongly encouraged to bring to the attention of the Association any violation of this Code. Members shall not commence lawsuits against other members, but shall arbitrate any Business Dispute or Business Disputes (as defined in the by-laws of the Association) with other members arising out of their activities in the legal search profession in accordance with the by-laws of the Association.

ARTICLE IV

General

No search firm shall make false or deceptive claims in any advertising, promotion or public relations materials.
No member shall discriminate in the provision of its services on the basis of race, creed, color, national origin, religion, sex, marital status, handicap, age or any other legally proscribed criteria. Complaints under this Code shall be in writing, signed by the initiating party and filed with the President of the Association. Members shall cooperate with the Association's investigation of alleged violations of this Code and shall abide by its decisions. Sanctions for violation of this Code, which include censure, suspension and expulsion from the Association, as well as procedures for hearings and appeals, are provided for in the Association's Bylaws. This Code neither supersedes nor replaces the requirements of local, state, or federal laws.

METHODOLOGY AND APPROACH

Many of our clients continue to use our services because of our forward-thinking, engaged communication, contemporary approach, and our commitment to excellence. Our modern philosophy ensures thorough, thoughtful and strategic sourcing, evaluation, selection, and vetting of candidates. We are responsible for ensuring compliance, adherence to and maintaining all documentation throughout the process. Our comprehensive candidate submission profiles contain the recruiter's write-up (an original composed summary) and the candidate's resume. This will ensure the hiring manager has a clear understanding of who the candidate is, as well as their professional background and qualification.

Our effort will include a variety of activities designed to build the best available candidate pool. In coordination with the City of Boynton Beach, Prime Headhunting & Recruiting, Inc., will:

- Passive candidate outreach - we will email invitations to targeted individuals in comparable organizations at the appropriate level.
- Advertisements - we will place advertisements on the appropriate on-line job boards.
- Source/Identify prospects;
- Verify credentials;
- Provide each potential candidate with access to the full scope of the organization, and all of the pertinent position details;
- Capture interested candidates in our recruitment project database;
- Provide the City of Boynton Beach representative's with data to tell the full story of each presented applicant.

Prime Headhunting & Recruiting, Inc., will advise the City of Boynton Beach on the qualifications of the candidates, develop a short list of qualified candidates recommended for final interviews. We will provide a written summary report from our interview process with the candidate(s) describing the overall candidate and the qualifications of those recommended for interview. Once the short list is presented, the City of Boynton Beach will advise on who will move forward in the process and interview with their hiring manager. We will plan, arrange, and manage all interviews in coordination with the City of Boynton Beach.

THREEFOLD APPROACH

1. A recruiting specialist will identify and evaluate the top qualified candidates. Once identified, the specialist will ensure they are properly vetted and verified.

2. A senior recruiter will review the identified talent and confirm they are indeed a match, per opportunity.

3. Lastly, the President of the organization will then review the selected candidates to affirm our sourcing and screening methods have been successful which will solidify our rigorous process to ensure the right placement.

SCOPE OF THE PROJECT

Executive Director

Salary Range:
DEPENDING ON QUALIFICATIONS:
$140,000 - $210,000 Annually

TITLE: EXECUTIVE DIRECTOR

REPORTS TO: BBCRA BOARD

SALARY RANGE DEPENDING ON QUALIFICATIONS: $140,000 - $210,000 Annually

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

(cont.)

- 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.
- 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.

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.

(cont.)

- 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.
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- 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.

(cont.)

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.

TIME FRAME

Our initial search and identification of prospective candidates is usually completed within one to six weeks. Our screening/interview process, leading to the presentation of a candidate short list, is also usually completed within one to six weeks. As such, most searches are completed within two to eight weeks. Final selection however, is dependent on both the clients and the candidate's availability for interview and the client's internal interview and decision-making process.

The following is a typical schedule to conduct a thorough recruitment. However, we would be pleased to modify this to meet your needs:

Projected Timeline:

The City of Boynton Beach- Community Redevelopment Agency

PHASE 1: Weeks 1 through 4: Initial client meeting; intake and advertise. Aggressive recruiting, vetting, preliminary interviews, presenting qualified candidates as we recruit, and scheduling selected candidates to interview with client.

PHASE 2: Weeks 5 through 8: Second client check point; to evaluate our recruitment efforts and ensure we are presenting the ideal talent. Aggressive recruiting, vetting, preliminary interviews, presenting qualifies candidates as we recruit, and scheduling selected candidates to interview with client. Second round of interviews with the client.

PHASE 3: Weeks 9 through 12: Third round of interviews with the client. Final selection of the top candidate. Finalize and complete any required professional reference and/or background checks as requested by the BBCRA for the final selected candidate.

PHASE 4: Week 13: Present offer letter to selected candidate and assist with all on-boarding needs, per clients' direction.

P|H|R

COST PROPOSAL

RETAINED SEARCH

When partnering with us on a retained search capacity, consider us an extension of your organization actively headhunting candidates, per opportunity. Our retained search provides you with the highest level of urgency and commitment. This option provides thorough individualized recruiting for each position along with a team of dedicated recruiters actively engaged on your account.

The fee for the entire search will be a flat-rate fee of $40,000.00 due and will be split into four even payments of $10,000.00 each.

The total fee due for the project will be split into four payments made to Prime Headhunting & Recruiting, Inc. The first payment will be calculated as one fourth of the total fee. The second payment will be calculated as an additional fourth of the total fee. The third payment will be calculated as an additional fourth of the total fee. The final payment will be calculated as the remaining fourth of the total fee.

FEE SCHEDULE

Executive Director- BBCRA Position

PHASE 1: Our first of four fee payments becomes due when the contract is executed (day 1 from execution of contract).

Phase 1 payment due = $10,000.00

PHASE 2: Our second of four fee payments becomes due upon the completion of Phase 1: Week 4 (day 29 from execution of contract; the first day of Week 5).

Phase 2 payment due = $10,000.00

PHASE 3: Our third of four fee payments becomes due upon the completion of Phase 2: Week 7 (day 57 from execution of contract; the first day of Week 8).

Phase 3 payment due = $10,000.00

PHASE 4: Our fourth and final fee payment becomes due upon the completion of Phase 3: Week 12 (day 85 from execution of contract; the first day of Week 13) or upon a candidate's acceptance of an offer of employment (whichever comes first).

Phase 4 payment due = $10,000.00

GUARANTEE

Prime Headhunting & Recruiting, Inc., is dedicated to providing premier services, as well as substantial guarantees of services rendered. We are committed to presenting only the most qualified candidates who not only meet all the necessary core requirements and qualifications but are also a cultural fit for the City of Boynton Beach. We proactively recruit for each search until a successful candidate is placed. Therefore, we promise to present a range of candidates to the City of Boynton Beach that includes only those individuals who have passed through our thorough screening process and have been identified as potential ideal matches for the position requirements. Should the City of Boynton Beach's Recruitment Team disapprove of all final candidates and/or should none of the final candidates be presented with an offer, we will work to find a new collective of candidates to present.

In addition, we promise to conduct a one-time additional executive search to find a replacement should any of the placed applicants leave the position or be terminated from employment within 4 months (120 days) of hire due to performance issues. In either case, as described above, we will identify a replacement at no additional cost to you.

CONFIDENTIALITY

We understand that confidentiality is of the utmost importance when it comes to all things hiring-related. We also understand the potential sensitivity of job applicants' information, especially when they are currently still employed and don't want their employer to learn about their job search activities, or cases where job applicants potentially know each other.

We will never share candidate information or application documents with any third parties. We will only contact job candidates' current employers with their expressed permission (which we typically require during the final stage of our due diligence).

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Robert Half®

Executive Summary of Retained Search Services
Executive Director

September 2024

Transforming Companies
One Leader at a Time



"Working with the team at Robert Half Executive Search was nothing but a pleasure. It was a positive experience on our end which resulted in the placement of a truly talented individual. Victor and his team were terrific in adapting the search criteria to fit our needs."

- Chief Executive Officer, National Consulting firm

Robert Half Executive Search

Finding the right executive to join your organization is one of the biggest strategic decisions a company might face.

That's why we believe in a hands-on, consultative approach where we listen to your needs to help you find a well-matched and highly skilled executive in 90* days or less.

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Let Experience Take the Lead

Choosing the right leader is serious business

Trust our Forbes-recognized retained executive search consultants to find the C-suite and senior management professionals who can lead your company forward - at home or across the globe.

Successful engagements take sound judgement

Our consultants are established business leaders who zero in on highly skilled candidates from their expansive industry networks. They'll share our exclusive insights and market trends to help you make better-informed decisions.

What you can accomplish by working with us:

Build superior, diverse leadership teams, focusing on C-level and Director/VP-level roles.

Expedite the hiring process and ultimately help find the best available executive match.

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Robert Half : (NYSE: RHI)



75+ years in business. World's First & Largest Specialized Staffing Firm.



$6.393 Billion in revenue. Fortune & S&P 500 Company



More than **325** offices globally



Nationally and Internationally recognized by Forbes, Fortune and GPTW.



A global network of **16,000** professionals



Parent Company of Protiviti®



Named **#2** on **America's Best Executive Recruiting Firm** by Forbes in 2023

* *7 consecutive years*



National Coverage with office locations across the United States

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Ethical, Committed, Best-in-Class: Our Accolades



"America's Best Executive Search Firms" Forbes 2023 **7 Consecutive Years*



"America's Best Professional Recruiting Firms" Forbes 2023



"Best Workplace for Women" Fortune 2023



"100 Best Companies to Work For 2023" Fortune



"World's Most Admired Companies" Fortune 2024 **27 Consecutive Years*



"100 Must Sustainable U.S. Companies" Barron's 2023



World's Best Companies- Time 2023



America's Most Responsible Companies – Newsweek 2024



"World's Best Employers" Forbes 2022



"Best Employers for Women" Forbes 2023



"Gender-Equality Index" Bloomberg 2023



"America's Most Innovative Companies" Fortune 2023



GPTW Certified 2023-2024



America's Greatest Workplaces for Diversity – Newsweek 2023



"The Best Employers for Diversity" Forbes 2023



"Best Temporary Staffing Firm" Forbes 2023



"America's Best Large Employers" Forbes 2024



"Best Places to Work for LGBTQ + Equality" – HRC 2022



"Companies that Care" People 2023



Greatest Workplaces for Women 2024

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Diversity, Equity & Inclusion

At Robert Half, we believe that organizations who value and encourage the diversity of their employees, suppliers and customers will have a competitive advantage over others by having better access to, and understanding of, market segments as well as greater insights into consumer behavior to meet the needs of a diverse customer base.

Robert Half seeks to identify qualified candidates, regardless of their sex, gender, race, religion or belief, pregnancy or maternity, ethnic or national origin, marital status, disability, age or sexual orientation. The resulting size and depth of our candidate research has commensurate benefits for our clients, who can have confidence in our ability to find the right candidate for the right job as effectively, efficiently and inclusively as possible.

Robert Half is a signatory to the **United Nations' Global Compact** (the world's largest corporate sustainability initiative) and the **United Nations' Women's Empowerment Principles** (a joint initiative of the U.N. Global Compact and U.N. Women). Robert Half is also currently named as one of the '**Best Places to Work for LGBTQ+ Equality**' in the Human Rights Campaign Foundation's **Corporate Equality Index** and, in recognition of our commitment to advancing women in the workplace, Robert Half is equally proud to be part of **Bloomberg's 2023 Gender Equality Index.**

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External Alliances

We cultivate external relationships and form alliances with organizations that drive engagement and increase opportunities for advancement.

Scholarships

We further support the underrepresented communities that our alliances serve through scholarship programs.

- American Institute of CPAs (AICPA) – Diversity Fund
- Ascend Pan-Asian Leaders
- Association of Latino Professionals For America
- Hispanic National Bar Association
- Minority Corporate Counsel Association
- NABA Inc.

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Areas of Specialization

Executive Leadership

Operations

Information Technology

Finance and Accounting

Legal & Compliance

Marketing and creative

Sales and Business development

Internal Audit & ERM

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Robert Half 743

Succession Challenges Top of Mind

- Protiviti® and North Carolina State University conducted a survey of 1300+ C-level executives and Board members regarding their views on macroeconomic, strategic and operational risks. The results highlighted a disruptive risk landscape over the next decade through 2032.
- In the following table, highest-rated risk themes are ranked in order of priority to provide a context for understanding the most critical uncertainties companies face looking forward over the next decade.



TOP 10 RISKS FOR 2023*	YOY change	TOP 10 RISKS FOR 2032*	YOY change
1. Organization's succession challenges and ability to attract and retain top talent in a tightening talent market may limit ability to achieve operational targets	↑	1. Organization's succession challenges and ability to attract and retain top talent in a tightening talent market may limit ability to achieve operational targets	↑
2. Economic conditions in markets we currently serve may significantly restrict growth opportunities	↑	2. Adoption of digital technologies may require new skills in short supply, requiring significant efforts to reskill/upskill employees	↑
3. Anticipated increases in labor costs may affect ability to meet profitability targets	↑	3. Rapid speed of disruptive innovations enabled by new and emerging technologies and/or other market forces may outpace ability to compete	↑
4. Resistance to change may restrict the organization from making necessary adjustments to the business model and core operations	↑	4. Resistance to change may restrict the organization from making necessary adjustments to the business model and core operations	↑
5. Uncertainty surrounding core supply chain ecosystem	↑	5. Ensuring privacy and compliance with growing identity protection expectations may require significant resources	↑
6. Changes in the overall work environment may lead to challenges in sustaining culture and the conduct of the business	↑	6. Existing operations and legacy IT infrastructure may not be able to meet performance expectations as well as "born digital" competitors	↑
7. Adoption of digital technologies may require new skills in short supply, requiring significant efforts to reskill/upskill employees	↑	7. Inability to utilize data analytics and "big data" to achieve market intelligence and increase productivity and efficiency	↑
8. Organization's culture may not sufficiently encourage the timely identification and escalation of risk issues	↑	8. Economic conditions in markets we currently serve may significantly restrict growth opportunities	↑
9. Approach to managing demands on or expecta-tions of a significant portion of workforce to work remotely or as part of a hybrid work environment	↑	9. Regulatory changes and regulatory scrutiny may heighten, noticeably affecting how products or services will be produced or delivered	↑
10. Organization may not be sufficiently resilient and/or agile to manage an unexpected crisis	↑	10. Anticipated increases in labor costs may affect ability to meet profitability targets	↑

*Scores are based on a 10-point scale, with "10" representing that the risk issue will have an extensive impact on the organization.

Sources: Robert Half 2022 C-Suite Survey (left) & Protiviti and North Carolina State University's global survey of 1300+ board members and executives (right)

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Our Retained Search Methodology

Our customized, fully managed **5-step process** is the key to identifying top talent for your organization.

1



Formation and Planning

- Strategic context analysis
- Position specification
- Engagement strategy
- Confidential discussions with key leaders
- Transition planning

2



Execution and Recruitment

- Candidate mapping and isolation
- Outreach and screening
- Functional assessment
- Develop market intelligence

3



Shortlist and Interviews

- Identify shortlist
- Leadership assessment
- Written candidate profiling
- Develop interview plan
- Facilitation of interviews

4



Selection and Feedback

- Additional interviews
- Client and candidate feedback
- Selection
- Formal references
- Full due diligence
- Facilitate offer

5



Onboarding and Closure

- Closure with all parties
- Implement transition plan
- Client and candidate feedback

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Sample Engagement Timeline

The search will be accelerated where possible, without compromising the quality of delivery:

- Update Meetings every week from Week 3
- Progress Reports every week from Week 3
- Shortlist established at Week 7



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Sample - Position Profile

POSITION PROFILE



Your Company Name

Chief Executive Officer

RH Executive Search advises the client named above based on the retained Search Project named above. This Position Profile documents RH Executive Search's understanding of the client's requirements for the position. No revisions or modifications of this document should occur without explicit approval of the client and RH Executive Search. The details of this Position Profile are for the client's, candidate's, and selected sources' information in conjunction with this Search Project.

COMPANY

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Cras ipsum tellus, tempor vel interdum id, hendrerit vitae urna. Donec mattis porta augue, et vestibulum ligula cursus et. Nam sollicitudin eros ac liquam id consectetur ante. Suspendisse blandit diam erat, faucibus . Quisque non elementum mi. Suspendisse convallis laoreet tellus vitae cursus rutrum a et velit. Etiam efficitur erat dolor, vel feugiat ipsum n maximus, quam in eleifend dapibus, est ipsum cursus erat, vitae orper metus. Ut semper sem non tempor tempor.

THE POSITION

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KEY RESPONSIBILITIES

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CANDIDATE PROFILE

EDUCATION & CERTIFICATION/ LICENSE CREDENTIALS

- A Bachelor's degree is highly desired;
- An advanced degree in management, business, finance, or law is preferred.

FUNCTIONAL COMPETENCIES — SKILLS, KNOWLEDGE & EXPERIENCE

- Minimum 15 years of related industry experience managing in house and field sales professionals.

LEADERSHIP & MANAGEMENT/ BEHAVIORAL COMPETENCIES

- Ability to take vision or concept and establish strategy, objectives and action plan.

PERSONAL CHARACTERISTICS

- Strong leadership and communication skills.

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Robert Half 747

Sample - Progress Report

Search Progress Report

Title of Role

Prepared by Robert Half Executive Search for:

Your Company

Saturday, 1 January 2022

www.roberthalfes.com

Market Intelligence

Target Sectors and Titles
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Brand Recognition
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Target Companies

Our research to date has included, but not been confined to, the following list of companies:

Company A	Company B	Company C	Company D
Company E	Company F	Company G	Company H
Company I	Company J	Company K	Company L
Company M	Company N	Company O	Company P
Company Q	Company R	Company S	Company T
Company U	Company V	Company W	Company X
Company Y	Company Z	Company AA	Company BB

Candidate Update

Summary of Activity	
Candidates/Sources	202
Responded Candidates	60
Candidates Eliminated	96
Candidates in Pipeline	6
Candidates in Development	4
Candidates on Shortlist	6

Candidates in Development

Candidate Name	Position/Company	Notes
Candidate A	CEO/Company A	Prospect has expressed initial interest in the opportunity; has reviewed the position profile; in the process of scheduling an introductory call.
Candidate B	Chief Executive Officer/Company S	Prospect has expressed interest in the opportunity; has reviewed the position profile; submitted resume and cover letter; to discuss further.
Candidate C	Senior Vice President/Company H	Prospect has expressed interest; submitted resume; reviewed the position profile; phone interview completed; to discuss potential next steps.
Candidate D	Executive Vice President/Company E	Prospect has expressed interest; submitted resume; reviewed the position profile; phone interview completed; to discuss potential next steps.

Candidates in Pipeline

Candidate Name	Position/Company	Notes
Candidate T	COO/Company B	Prospect had earlier expressed initial interest in this opportunity; have sent the position profile; would have to follow-up regarding candidacy.
Candidate I	CEO/Company AA	Prospect had earlier expressed initial interest in this opportunity; have sent the position profile; would have to follow-up regarding candidacy. Has left role and traveling to the UK.
Candidate N	COO/Company R	Prospect had earlier expressed initial interest in this opportunity; have sent the position profile; would have to follow-up regarding candidacy.
Candidate A	Senior Vice President& Head of US Operations/Company BB	Prospect had earlier expressed initial interest in this opportunity; have sent the position profile; would have to follow-up regarding candidacy. Noted he would be taking a cut in compensation to pursue.

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Sample - Candidate Presentation



Robert Half

Candidate Name
Candidate Profile for **Search – Job Title**

Current employer: Acme Corporation – CEO

Motivation of interest:
- Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

Compensation:
- Expectation: $200,000 Base Salary
- OTE: $240,000
- LTI + Company Car

Location: Washington, DC

Education (Not Yet Verified by RH ES):
- University Name and location
  - Bachelor of Science in Business Administration (BS)
  - Master of Business Administration (MBA)

Summary of fit:
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Robert Half

RESUME
Candidate Name

EDUCATION
- University Name and location
  - Bachelor of Science in Business Administration (BS)
  - Master of Business Administration (MBA)

EXPERIENCE

Acme Corporation – CEO **01/2017 – present**
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Prior Company – SVP of Sales and Marketing **05/2010 – 12/2016**
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Robert Half 749

Research Centric Approach to Search : Tailored to Your Search, Industry, Company & Role



Targeted directories through alliances, conference lists and associations



Networking and referrals, leveraging the Robert Half brand



Access to the Robert Half network of 14,000+ global colleagues within our diversified practices



Tools for candidate sourcing, market intelligence, talent mapping and salary benchmarking



Proprietary database with 2 decades of executive talent hand-selected by a nationwide team of researchers

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Our Team : Dedicated to your Search Project

Our professional, experienced team will facilitate your search project, customizing to the individual needs and vision of your organization.



As your primary contact, the Managing Director will create a cohesive position profile to lead their team, introduce verified candidates, and use their expertise to maximize engagement.



Working in tandem with the Managing Director, the Principal or Associate sources and verifies candidate interest, qualifications, and fit for your position. Provides updated, comprehensive Progress Reports.



Your Research Associate compiles relevant research and analysis, including candidate identification, market mapping, and unique information only provided by RH ES.



Your search project is administrated by a dedicated Search Coordinator, focused on all scheduling, document preparation, and overall communication for the search duration.

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Fee Structure

Fee Structure Terms and Payments

Professional Fee	
Fee Percentage to Calculate Retainer Fee	**25% ~~35%~~ of Target Cash Compensation**
Retainer Payment Terms	
Upon execution of our agreement	1/4th of Retainer Fee + FAS*
30 days after execution of our agreement	1/4th of Retainer Fee
60 days after execution of our agreement	1/4th of Retainer Fee
Upon Offer & Acceptance of the Candidate	1/4th plus Reconciliation

RH ES requires the payment of a retainer fee for this Search Project. Our fee is typically thirty-five (35%) percent of the hired candidate's total first year compensation (e.g., base salary, target bonus, sign-on bonuses, and any other components) (the "Fee"). However, for this search project we have reduced the fee to **twenty-five (25%) percent.**

Additionally, we charge a fee for administrative services (FAS) that covers all administrative support costs, supplemental candidate research costs and any supplemental candidate databases along with verification of candidate education, license(s), and certification(s); specifically related to your search. This will be a fixed amount of $5,000.

When the Search Project is completed, we will reconcile the amount of the Fee actually paid by you and the Fee due to us using the total first-year compensation including salary, target bonus, sign-on bonuses, and any other cash components. All details will be provided in a search engagement contract.

RH ES will also provide a 6-month guarantee for this search.

*FAS : Fee for Administrative Services/Professional Services Fee

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Team



Victor Neary, CPA

SENIOR MANAGING DIRECTOR

Direct: 727.369.1682
Cell: 917.741.4484
Victor.Neary@roberthalf.com

St. Petersburg, FL Office
150 Second Avenue North, Suite 1120
St. Petersburg, FL 33701, USA

Victor is a Senior Managing Director with over 20 years of experience in business and consulting. He specializes in C-suite and senior-level retained search engagements across a range of industries and functional areas. Victor's expertise includes search and placement for executive management, financial and accounting management, operations, sales and marketing, technology, and human resources. He conducts searches both domestically and internationally.

Prior to joining Robert Half Executive Search, Victor was a Vice President in Robert Half's Finance and Accounting permanent placement division in midtown Manhattan, where he recruited financial professionals for over a decade. As a senior member of the team, Victor specialized in placing top-level executives, including Chief Financial Officers, Chief Accounting Officers, Corporate Controllers, Vice Presidents of Finance and Public Accounting Partners. Victor has been instrumental in building financial support teams for his clients, from entry-level positions to the CFO and Director of Audit, Finance, Tax and Treasury levels. During his tenure, Victor has established long-term, recurring business relations with his clients and candidates. His industry experience is diverse, and his clients are in professional services, hospitality, real estate management and development, publishing, digital media, technology, hospitality, advertising, transportation, private equity, and nonprofit. Victor has worked with companies ranging from startups to Fortune 500 clients.

Victor is an Ireland native who moved to South Africa, where he attended The University of South Africa and obtained a bachelor's degree in accounting and finance. He worked as a trainee accountant with Spencer Steward, a BDO member headquartered in Johannesburg, South Africa. Upon completion of his degree and required public accounting experience, Victor traveled extensively throughout Africa and Europe, as well as Central and South America. Upon his arrival in the United States, Victor obtained his CPA license. He still enjoys travelling and is a general aviation pilot.

Victor's LinkedIn profile can be found **here**

AREAS OF EXPERTISE

- Global Retained Executive Search
- C-Suite Recruitment
- Leadership & Management Consulting

SAMPLE INDUSTRY EXPERTISE

- Manufacturing
- Information Technology
- Non-Profit Organization
- Financial Services

EDUCATION

- Certified Public Accountant
- University of South Africa/Universiteit van Suid-Afrika – Bachelor of Commerce, Accounting and Finance
- Garbally College, Ballinasloe, Co Galway, Ireland - Leaving Certificate

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Team



Christina Flessas,
District Operations Manager/ESA

Christina Flessas is an Executive Search Administrator working closely with Managing Directors, Principals and Associates. She is responsible for all coordination involving the engagement. She and her team are responsible for the successful delivery of all our search engagements as well as client and candidate scheduling. She is based in our Boston, MA office.



James Parzynski,
Senior Principal

James Parzynski is a Senior Principal specializing in the identification and vetting of executive leaders and senior-level, functional management professionals in the following disciplines: executive management, financial management, operations management, sales and marketing, technology, healthcare, legal, and human resources. Based in the firm's St. Petersburg, Florida office, James partners with our various Robert Half Executive Search Managing Directors and Principals, conducting searches throughout the United States and internationally.

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THANK YOU

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September 11, 2024

Client Contact Name
Title
Client Name
Address
Address

Dear Name:

Thank you for retaining the Executive Search Practice Group of Robert Half International Inc. ("RH"), to assist you in identifying and selecting candidates for the position of ***Executive Director*** for ***Client Name*** (the "Search Project"). We are confident that you will benefit from the integrity and thoroughness of our work, and we are excited about working with you on this Search Project.

Our Responsibilities
Upon your acceptance of the terms outlined below, we will work with you to create a Position Profile that will summarize information about your organization, the position and its role in the organization, and the profile of your ideal candidate. This Position Profile is intended to document our mutual understanding of your needs for this Search Project and may be revised as the Search Project progresses. That document will be the basis for discussions with potential candidates about the Search Project.

We will communicate with you regularly and provide Search Project status updates throughout the course of this engagement as we jointly work toward your final candidate choice. You will receive a candidate summary for each candidate we present to you, and we will coordinate the schedule(s) of the interview(s) when necessary. After the interview(s), we will give candidate feedback to you and your stakeholders regarding the results of the interview(s) and our suggested next steps with each candidate.

We will conduct reference checks and document the results in a final Reference Report. Our reference checks consist of asking specific questions of selected references with regard to the facts of the candidate's career history, to the extent such information is available from past employers. To the extent permitted by applicable law, Robert Half will have a third party vendor (i) perform a Social Security Verification and Trace, (ii) confirm any licensure or certification required for the position, to the extent such information may be verified, and (iii) verify the highest degree earned from a U.S. or Canadian college or university as indicated on the professional's resume. If Client requests a copy of the results of the foregoing checks (the "Report"), Client agrees to keep the Report strictly confidential and to use the Report for employment purposes only.

Client Responsibilities
Your key responsibilities in this process include being timely and responsive in reviewing potential candidates with us, scheduling and interviewing candidates, providing substantive interview feedback, completing such reference checks or background investigations and due diligence as you deem necessary, and keeping us informed of any significant changes that may impact the position. All information from RH in regard to this Search Project must be kept confidential by you, shared only with those who are directly involved, and used solely for purposes of this Search Project in accordance with applicable law.

Fees and Expenses
Our fee is ordinarily thirty-five (35%) percent of the hired candidate's total first-year compensation; however, for this Search Project, we have reduced our standard fee to twenty-five (25%) percent of the hired candidate's total first-year compensation (e.g., base salary, target bonus, sign-on bonuses, and any other cash components) (the "Fee").

RH requires the payment of an initial retainer fee for this Search Project. For the ***Executive Director*** search, our initial retainer fee will be based on a projected compensation of $150,000. Thus, our initial retainer fee for this Search Project is $37,500.

Additionally, for this Search Project will charge you a flat administrative fee of $5,000. The principal costs that make up these administrative fees include all administrative support, along with verification of candidate education, license(s), and certification(s); and supplemental candidate research costs and any supplemental candidate databases specifically related to your search.

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For your convenience, the initial retainer fee and administrative fee will be invoiced in four installments as follows:

- Upon the execution of this letter agreement, the first installment of $14,375 will be invoiced ($9.375 first retainer installment, plus $5,000 administrative fee);
- Thirty (30) days after your execution of this letter agreement, the second retainer installment of $9,375 will be invoiced;
- Sixty (60) days after your execution of this letter agreement, the third retainer installment of $9,375 will be invoiced; and
- Upon offer and acceptance of a candidate, the fourth retainer installment of $9,375 will be invoiced.

If an individual accepts an offer of employment from you, or if you engage any individual as a consultant or contractor, the entire Fee shall become due and payable immediately regardless of whether you had prior knowledge of such individual or whether such individual was referred to you from another source.

When the Search Project is completed, we will reconcile the amount of the Fee actually paid by you and the Fee due to us using the total first-year compensation including salary, target bonus, sign-on bonuses, and any other cash components. We will send you an invoice should the first-year compensation package exceed the projected compensation package used to establish the initial retainer fee. Should the candidate be employed at less than the projected compensation package used to establish the initial retainer fee, the Fee is then equal to the initial retainer fee and is deemed earned.

Finally, we will invoice you for any direct expenses not paid by you. These expenses include, but are not limited to, RH consultant and candidate interview and travel-related costs. Payment of our retainer fee, and direct expenses is not contingent upon the placement of one of our candidates with you. Our invoices will include appropriate taxes, if applicable. All invoices are due upon receipt.

Additional Search Completion(s)
In the event you find more than one candidate from the candidates we have discussed with you in the course of the Search Project to whom you desire to offer employment, a fee of twenty-five (25%) percent of the candidate(s) total first-year compensation including salary, target bonus, sign-on bonuses, and any other components will be invoiced at the time of the individual's acceptance. Any candidate identified by RH during the progress of this Search Project and hired by ***Client Name***, its successor, business unit, subsidiary, or affiliate within twenty-four months of our introduction will be considered an additional search completion.

Guarantee
If the original executive who RH places with you (the "Original Executive") ceases to be employed by you for any reason except disability, death, reorganization, elimination of position, takeover, or material change in job responsibility, within six (6) months of their written acceptance date, RH will search for a replacement to fill the original position (a "Replacement Executive"). In the event the Replacement Executive's total first-year cash compensation is more than the Original Executive's first-year cash compensation, you agree to pay RH the difference between the Fee paid by you to RH for the Original Executive and the Fee due for the hired Replacement Executive, and you agree to pay any pre-approved expenses incurred by RH in seeking a Replacement Executive. If the hired Replacement Executive's first year cash compensation is less than the Original Executive's first-year cash compensation, the Replacement Executive's Fee is equal to the Fee paid for the Original Executive and is deemed earned and paid. All references in this paragraph to "total first year cash compensation" shall include total first-year compensation including salary, target bonus, sign-on bonuses, and any other cash components. This guarantee applies only if (i) you have paid the total Fee, administrative fee, and any direct expenses for the initial search as provided in this letter agreement, and (ii) there has been no material change to the original Position Profile.

Limitation of Liability Language:
Our liability to you, if any, will (in the aggregate for all claims, causes of action or damages regardless of the basis on which you are entitled to claim damages from us including fundamental breach, negligence, misrepresentation, or other contract or tort claim) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim. Under no circumstances are we liable for any special, incidental, exemplary, indirect, or consequential damages (including, but not limited to, lost business, profits, revenue, goodwill, or anticipated savings), even if informed of the possibility.

Project Staffing
Victor Neary will be the lead Senior Managing Director on the ***Client Name*** Search Project. Victor has a strong search background and has worked with diverse firms in executing their search and placement needs. Victor will be assisted on this search by the Principals and Associates at RH.

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Acknowledgement
Please indicate your acceptance of these terms and conditions by signing and returning one copy of this letter agreement via email to ***Victor.Neary@Roberthalf.com*** as soon as possible. Please keep a copy for your records. If desired, we will forward an electronic signature version for your review and completion. As soon as we receive this signed letter agreement, your search project will commence.

We truly appreciate your confidence in our ability to conduct this important Search Project with you and look forward to working with you.

Agreed to this -- day of ----, 2024.

_____	_____
Victor Neary of the Executive Search Practice Group of ***Robert Half International Inc.***	***Client Signatory Name*** of ***Company***

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S. RENÉE NARLOCH & ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

A PROPOSAL TO CONDUCT

EXECUTIVE RECRUITMENT SERVICES

FOR

EXECUTIVE DIRECTOR

ON BEHALF OF THE

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, FLORIDA

S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000
info@srnsearch.com

www.srnsearch.com

S. RENÉE NARLOCH & ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

December 17, 2024

Ms. Vicki Curfman
Administrative Assistant
Boynton Beach Community Redevelopment Agency
100 E Ocean Ave, 4th Floor
Boynton Beach, FL 33435

Dear Ms. Curfman:

We appreciate the opportunity to provide the Boynton Beach Community Redevelopment Agency with a proposal to conduct a search for the position of Executive Director. Our proposal includes an overview of our qualifications and costs related to our services.

With respect to this recruitment for the Boynton Beach Community Redevelopment Agency, you should know:

- S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. S. Renée Narloch & Associates is incorporated in Florida and is a small, woman-owned business. For many years, Ms. Narloch, President, served as the Senior Vice President of Recruitment for a national public sector consulting firm, responsible for recruitments in 40+ states. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide.

- S. Renée Narloch & Associates is currently conducting recruitments on behalf of Seminole County, FL (Utilities Director; Building Official); Franklin County, OH (Appraisal Director); City of Sugar Land, TX (Controller); and the City of West Palm Beach, FL (Traffic Engineer).

- Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the TOHO Water Authority, FL (Executive Director; General Counsel); Western Reserve Transit Authority (WRTA), OH (Executive Director); Housing Authority of the City of Laredo (LHA), TX (Executive Director); Children's Board of Hillsborough County, FL (Executive Director); Florida Public Transportation Association (Executive Director); City of Delray Beach, FL (City Attorney); City of Dania Beach, FL (City Manager); City of Coral Springs, FL (City Manager; Deputy City Manager (2 positions); Director of Economic Development; Director of Financial Services); City of West Palm Beach, FL (Director of Public Utilities; Director of Engineering Services); City of Boca Raton, FL (Building Official; Deputy Financial Services Director; Director of Human Resources; Risk Manager); City of Fort Lauderdale, FL (City Manager; Assistant City Manager;

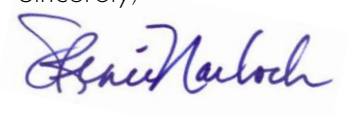
S. RENÉE NARLOCH & ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

Building Official; City Attorney; Deputy Director of Human Resources; Director of Sustainable Development); City of Cape Coral, FL (City Attorney; Public Works Director); International Association of Campus Law Enforcement Admin (IACLEA), MD (Executive Director); Workforce Development Board (WDB), OH (Executive Director/CEO); Portsmouth Redevelopment and Housing Authority (PRHA), VA (Executive Director); Louisiana Housing Corporation, LA (Executive Director); New Orleans Redevelopment Authority, LA (Executive Director); and many others. Ms. Narloch will conduct the recruitment for the Executive Director for the Boynton Beach Community Redevelopment Agency. A sample of past clients is included in our proposal (Clients, Page 7).

- S. Renée Narloch & Associates has highly trained staff, a vast network of contacts and professional affiliations in public sector management, and a proven recruitment process tailored to our clients' needs, which will result in a quality pool of candidates.

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,



S. Renée Narloch, President

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ABOUT US

Our Understanding of the Requested Services

S. Renée Narloch & Associates is highly qualified to assist the Boynton Beach Community Redevelopment Agency (BBCRA) in the recruitment of the new Executive Director. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process. We will work closely with the BBCRA to protect the integrity of the recruitment and to ensure a successful outcome. The BBCRA can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

Primary Contact

Ms. S. Renée Narloch, President, will conduct the Executive Director recruitment for the Boynton Beach Community Redevelopment Agency. Her contact information is as follows:

S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P: 850.391.0000
Email: reneen@srnsearch.com
Website: www.srnsearch.com

Our Firm History and Experience

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the Boynton Beach Community Redevelopment Agency that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates is incorporated in the State of Florida and is a small, woman-owned business. For many years, Ms. Narloch served as the Senior Vice President of Recruitment for a national public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. The office of S. Renée Narloch & Associates is in Tallahassee, Florida.

S. Renée Narloch & Associates is currently conducting recruitments on behalf of Seminole County, FL (Utilities Director; Building Official); Franklin County, OH (Appraisal Director); City of Sugar Land, TX (Controller); and the City of West Palm Beach, FL (Traffic Engineer).

Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the TOHO Water Authority, FL (Executive Director; General Counsel); Western Reserve Transit Authority (WRTA), OH (Executive Director); Housing Authority of the City of Laredo (LHA), TX (Executive Director); Children's Board of Hillsborough County, FL (Executive Director); Florida Public Transportation Association (Executive Director); City of Delray Beach, FL (City Attorney); City of Dania Beach, FL (City Manager); City of Coral Springs, FL (City Manager; Deputy City Manager (2 positions); Director of Economic Development; Director of Financial Services); City of West Palm Beach, FL (Director of Public Utilities; Director of Engineering Services); City of Boca Raton, FL (Building Official; Deputy Financial Services Director; Director of Human Resources; Risk Manager); City of Fort Lauderdale, FL (City Manager; Assistant City Manager; Building Official; City Attorney; Deputy Director of Human Resources; Director of Sustainable Development); City of Cape Coral, FL (City Attorney; Public Works Director); International Association of Campus Law Enforcement Admin (IACLEA), MD (Executive Director); Workforce Development Board (WDB), OH (Executive Director/CEO); Portsmouth Redevelopment and Housing Authority (PRHA), VA (Executive Director); Louisiana Housing Corporation, LA (Executive Director); New Orleans Redevelopment Authority, LA (Executive Director); and many others. Ms. Narloch will conduct the recruitment for the Executive Director for the Boynton Beach Community Redevelopment Agency. She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 6). A sample of past clients is included in our proposal (Clients, Page 7).

We maintain a database of potential candidates, and our vast network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates, will ensure the Boynton Beach Community Redevelopment Agency has a quality group of finalists from which to select the new Executive Director.

Small Business/Minority Business

S. Renée Narloch & Associates is, by federal and state guidelines, considered a small, woman-owned business based on the size of our firm, our annual business earnings, and the percentage of ownership held (100%) by a woman/minority.

Statement of Professional Standards

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships that depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations, which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities that violate antitrust laws. Communication between us, our clients, and candidates is impartial and accurate. We make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

OUR RECRUITMENT PROCESS

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the Boynton Beach Community Redevelopment Agency has a pool of high-quality candidates from which to select the new Executive Director. Outlined below are the services we provide in our recruitment process.

Developing the Candidate Profile

Our understanding of the BBCRA's requirements will be the foundation of a successful search. We will work directly with the BBCRA Board, staff, and others involved in the process in order to learn as much as possible about what the organization expects of a new Executive Director. We can also meet with other key staff or community members to gather information. We want to learn about the values and culture of the organization, as well as understand the current issues, challenges, and opportunities that face the Boynton Beach Community Redevelopment Agency. We also want to be fully acquainted with the BBCRA's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. As part of this process, we will provide an evaluation of the compensation and benefits of the Executive Director position. Based on these discussions, we will develop a profile that addresses the responsibilities, core competencies and professional characteristics and traits, education and training, operational and organizational issues, and other factors relevant to this position. The profile that we develop together at this stage will guide our recruitment efforts.

Advertising Campaign and Recruitment Brochure

After gaining an understanding of the BBCRA's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the Executive Director search, such as NAHRO, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and will develop a professional recruitment brochure on the BBCRA's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with the Boynton Beach Community Redevelopment Agency.

Recruiting Candidates

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the Executive Director position to prospective candidates will be essential to the success of the search.

Screening Candidates

Following the closing date for the recruitment, we will screen all resumes and cover letters using the criteria established in our initial meetings to narrow the field of candidates.

Preliminary Interviews

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the Executive Director position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

Public Records Search

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

Recommendations

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a report on each candidate that focuses on the results of our interviews and public record searches, to include detailed information pertaining to the candidates' professional experiences and accomplishments, strengths and potential gaps, and background information. We will make specific recommendations, but the final selection of those to be considered will be up to you.

Final Interviews

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

Background Checks/Detailed Reference Checks

Based on final interviews, we will conduct a credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

Negotiations

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

Complete Administrative Assistance

Throughout the recruitment, we will provide the BBCRA with updates on the status of the search, and we will provide a schedule for actions and deliverables at the beginning of the process. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

THE TEAM

Our staff at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. The team assigned to the Executive Director search will include Ms. Narloch, who will be the lead consultant, with assistance from Mr. Elliott Pervinich and Ms. Liana Velez Thompson.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office located in Tallahassee, Florida. She is recognized as one of the nation's leading public sector recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent ten years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is considered an expert in public sector recruitment and is often a guest speaker at the International City/County Management Association (ICMA) Annual Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office located in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has twelve years of experience working in executive administration in both the local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science degree in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.

LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Thompson spent several years in the field of special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and a Master of Special Education from Florida State University, Tallahassee, Florida.

CLIENTS/REFERENCES

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited in the last few years. For a complete client list, please contact us.

Children's Board of Hillsborough County, FL
Executive Director
Florida Public Transportation Association
Executive Director
TOHO Water Authority, FL
Executive Director; General Counsel
Housing Authority of the City of Laredo (LHA), TX
Executive Director
City of West Palm Beach, FL
Director of Public Utilities; Director of Engineering Services
City of Delray Beach, FL
City Attorney
City of Dania Beach, FL
City Manager
City of Coral Springs, FL
City Manager; Director of Economic Development; Deputy City Manager (2 positions); Director of Finance; Police Chief
City of Coconut Creek, FL
City Attorney
City of Cape Coral, FL
Public Works Director; City Attorney
City of Boca Raton, FL
Building Official; Risk Manager
City of Fort Lauderdale, FL
City Manager; Assistant City Manager; Building Official; City Attorney; Director of Sustainable Development; Deputy Director of Human Resources
City of Miami Beach, FL
City Manager
International Association of Campus Law Enforcement Administrators (IACLEA), MD
Executive Director
Western Reserve Transit Authority, OH
Executive Director
Workforce Development Board (WDB), OH
Executive Director/CEO
Portsmouth Redevelopment & Housing Authority (PRHA), VA
Executive Director
Louisiana Housing Corporation, LA
Executive Director
New Orleans Redevelopment Authority, LA
Executive Director
Seminole County, FL
County Manager; County Attorney
City of Port St. Lucie, FL
City Attorney
City of Safety Harbor, FL
City Manager
City of St. Pete Beach, FL
City Manager; Building Official
City of Dunedin, FL
Community Development Director; Communications Director; City Manager; Finance Director; City Clerk
City of Hallandale Beach, FL
Comptroller
City of Tallahassee, FL
City Manager; Human Resource Director; Fire Chief; Director of Airport; Assistant General Manager - Underground Utilities & Public Infrastructure (Engineering Division)
City of Quincy, FL
Finance Director
City of Margate, FL
City Attorney; Director of Environmental and Engineering Services
City of Gainesville, FL
City Attorney; City Auditor; Chief Plans Examiner; Building Inspector; Planner IV
Orange County, FL
Chief of Corrections
City of St. Cloud, FL
IT Director; Environmental Utilities Director; Human Resources & Risk Management Director; Police Chief
Early Learning Coalition of Broward County, FL
Chief Executive Officer
Consolidated Dispatch Agency (Tallahassee), FL
Director
SOS Children's Villages – Florida
Chief Executive Officer
Pinellas Suncoast Transit Authority (PSTA), FL
Chief Financial Officer
Sebring Airport Authority (SAA), FL
Airport Manager
Community Coordinated Care for Children, FL
Chief Officer of Education

Palm Beach County, FL
County Administrator; Director of Capital Improvements
Broward County, FL
Assistant Director of Economic & Small Business Development; County Attorney; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development
Leon County (Tallahassee), FL
Building Official
Alachua County, FL
County Manager
Sumter County, FL
Public Works Director; Fire Chief; Development Services Director; Assistant Public Works Director Engineer; Staff Engineer
Pasco County, FL
County Manager
Lee County, FL
County Manager; County Attorney
Collier County, FL
Director of Facilities Management
Hillsborough County, FL
Director of Head Start; Affordable Housing Services Director; County Administrator
Miami-Dade County, FL Public Housing and Community Development
Director of Public Housing Division; PHCD Development Director; RAD Program Manager; Housing Choice Voucher Division Director
City of Thomasville, GA
City Manager; Assistant City Manager; City Engineer
City of Alpharetta, GA
Director of Economic Development
Housing Authority of the City of Tulsa, OK
President/CEO; VP/CFO
Sedgwick County, KS
County Manager; Health Department Director; Director of Human Resources
Johnson County, KS
County Auditor; County Appraiser; Chief Legal Counsel
City of Wichita, KS
Director of Law; Director of Housing & Community Services
City of Topeka, KS
City Manager; Administrative and Financial Services Director
City of Washington, IL
City Administrator
City of Oak Creek, WI
City Administrator
City of Rye, NY
City Manager
City of Rochester, NY
Fire Chief
Rochester-Genesee Regional Transportation Authority (RGRTA), NY
Chief Executive Officer (CEO)
Centre Area Transportation Authority (CATA), PA
Director of Transportation, Director of Finance, Data Analyst
Metropolitan Washington Airports Authority, DC
Vice President for Public Safety
Wayne County, MI
Deputy Chief Director of Personnel; Chief Deputy CFO
Cincinnati Metropolitan Housing Authority (CMHA), OH
Director of Accounting
Franklin County, OH
County Administrator; Animal Care & Control Services Director; Director of Job & Family Services
Scott Consolidated Emergency Communications Center (Scott County, IA)
Emergency Services Dispatch Director
Greater Richmond Transit Co (GRTC), VA
Chief Executive Officer
City of Charlottesville, VA
City Manager
City of Virginia Beach, VA
Deputy City Manager; Assistant Human Services Director
City of Newport News, VA
Fire Chief
Alexandria Redevelopment and Housing Authority (ARHA), VA
Chief Executive Officer
Virginia Commonwealth University (VCU), Richmond, VA
Police Chief
York County, SC
County Manager
Town of Lake Lure, NC
Town Manager; Project Manager
City of Durham, NC
Director of Technology Solutions
Cumberland County, NC
Assistant County Manager – Community Support Services; Human Resources Director
Wake County, NC
County Manager
Person County, NC
County Manager
Durham County, NC
Fire Marshal/City-County Emergency Management Director

City of Sugar Land, TX
Controller; Director of Finance; Assistant Director of Finance; Director of Budget & Strategy; Director of Budget
South Padre Island, TX
Convention & Visitors Bureau Director
Dallas County, TX
Director of Human Resources
Town of Addison, TX
City Manager
City of Baytown, TX
Police Chief; Director of Public Affairs; City Attorney; Assistant City Manager
Houston Housing Authority, TX
President/CEO
City of Arlington, TX
Deputy City Manager; Parks & Recreation Director
City of San Antonio, TX
Assistant Finance Director - Procurement
Pinellas County Sheriff's Officer
Human Resources Director
Fort Worth Housing Authority, TX
President/CEO
Housing Authority of the City of Austin, TX
Vice President/Chief Financial Officer; President/CEO
City of Dallas, TX
Assistant Director of Transportation Operations; Assistant Director of Water Utilities; City Manager; City Attorney; Managing Director of Environmental Quality; Assistant Director of Street Services (Maintenance)
El Paso Water Utilities-Public Service Board, TX
President/CEO
Housing Authority of the City of Brownsville, TX
Chief Executive Officer
Opportunity Home San Antonio (formerly San Antonio Housing Authority), TX
Chief Operating Officer; Chief Real Estate Officer; President and CEO; Director of Human Resources; Director of Federal Housing Programs; Director of Communications & Public Affairs
Town of Landis, NC
Town Manager

REFERENCES

Clients and candidates provide the best testament to our ability to conduct quality searches. Listed below are a few clients for whom Ms. Narloch has conducted searches. The average tenure of placements is approximately five years.

CLIENT:	Toho Water Authority (TWA), FL
REFERENCE:	Mr. Todd Swingle, Executive Director (321) 626-3148; tswingle@tohowater.com
POSITIONS:	Executive Director; General Counsel

CLIENT:	Western Reserve Transit Authority (WRTA), OH
REFERENCE:	Mr. Dean Soroka, Director of Human Resources (330) 744-8431 ext 108; dsoroka@wrtaonline.com
POSITION:	Executive Director

CLIENT:	The Housing Authority of the City of Laredo, TX (LHA)
REFERENCE:	Ms. Christy Ramos, Human Resource Manager (956) 722-4521, ext. 1201, christy@larha.org
POSITION:	Executive Director

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the Boynton Beach Community Redevelopment Agency is $24,500, plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including up to three (3) onsite/video meetings. Expenses are estimated not to exceed $4,550 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment by the BBCRA for interviews and candidates' travel for interviews are the responsibility of the Boynton Beach Community Redevelopment Agency.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the BBCRA will reimburse them directly for reasonable airfare, hotel, and auto expenses if allowed. We advise candidates on what is standard and customary in the industry, as well as the BBCRA's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

PAYMENT

We will invoice the Boynton Beach Community Redevelopment Agency monthly for professional fees and expenses for services incurred as of the date of the invoice. We expect payment of the invoice within 30 days of receipt by the BBCRA. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

GUARANTEE

We guarantee that, should the selected candidate be terminated for cause within the first year of employment, we will conduct the search again at no cost (with the exception of expenses) to the BBCRA. We are confident in our ability to recruit outstanding candidates and do not expect the BBCRA to find it necessary to exercise this provision.

SCHEDULE

We are available to begin the search for the Executive Director immediately, and our current workload is such that we can ensure the BBCRA will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meetings with the BBCRA Board, staff, and others involved in the process
2	Develop recruitment brochure and advertisements
3	BBCRA reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the BBCRA Board, staff, and others involved in the process
15	Candidates interview with the BBCRA, follow-up interviews, and consultant reference/background checks
16	Candidate selected

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

BOYNTON BEACH CRA

COMMUNITY REDEVELOPMENT AGENCY

PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Volume I: Proposal

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: ***Colin@cb-asso.com***
Fax: (888) 635-2430

…Serving Our Clients with a Personal Touch…

PROPOSAL TO PROVIDE
EXECUTIVE SEARCH FIRM SERVICES

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December 19, 2024

The Honorable Mayor and Board Chair Ty Penserga, Vice Mayor and Board Vice Chair Aimee Kelley, and Board Members Angela Cruz, Woodrow Hay, and Thomas Turkin:
Boynton Beach CRA
100 E. Ocean Avenue
Boynton Beach, FL 33435

The Honorable Mayor and Board Chair Penserga, Vice Mayor and Board Vice Chair Kelley, and Board Members Cruz, Hay, and Turkin:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next Executive Director. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 144 of the last 222 recruitments where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches for Executive Directors / General Managers include Amelia Island Plantation Community Association, FL; Bartow Municipal Airport Development Authority, Bartow, FL; Emerald Coast Utilities Authority, Pensacola, FL; Holiday Park Recreation District,

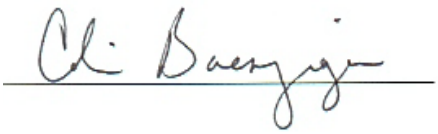
FL; Ocean Reef Communication Association, Key Largo, FL; Lakewood Ranch Inter-District Authority, Manatee County, FL; Northern Palm Beach Improvement District, Palm Beach Gardens, FL; and Sun 'n Lake Improvement District, FL.

Some of our current searches include City Managers for Fruitland Park, FL, Juno Beach, FL, Longview, WA, Nome, AK, Sarasota, FL, and Seaside, CA; and an Assistant City Manager for Jacksonville, NC.

Those authorized to bind the company are myself, Colin Baenziger, Vice President Scott Krim, and Senior Vice President for Operations Lynelle Klein.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

…Serving Our Clients with a Personal Touch…

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

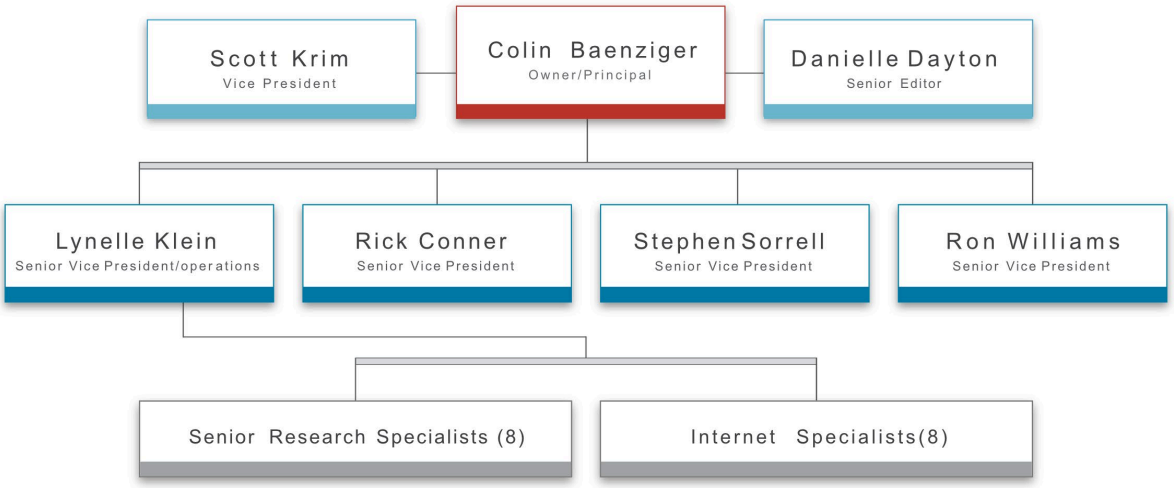
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, Ogden, UT, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-five states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone***.

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the Agency. The proof is that since 2012, 38% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 52%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

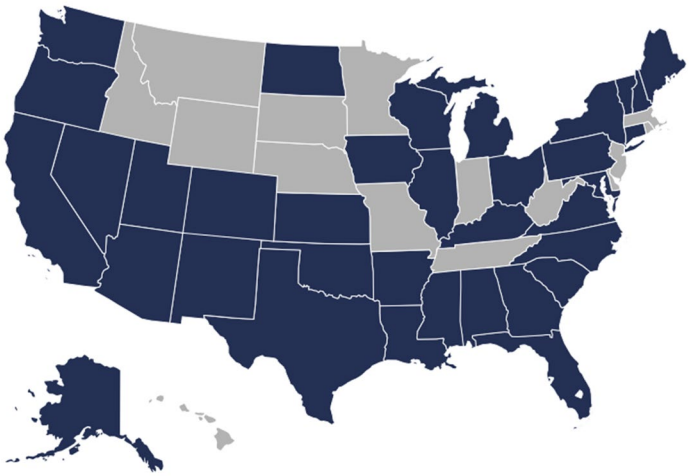
Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of $2 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of $1 million per accident, and (3) professional liability insurance of $1 million per occurrence and $2 million aggregate. Further, we carry the required workers compensation insurance for all our employees.

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. We have conducted searches in 35 states, see Figure I below. A complete list of our searches can be found in Appendix A.

Figure I: We have served clients in the states highlighted in blue.



II. Proposed Work Plan

The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as City and Agency staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the Board so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the Board wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather; CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with four to six outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. Being well established in Florida, we know whom we should contact. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- ***Advertising:*** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the National Community Development Association, International City/County Management Association, related state associations, LinkedIn, the National Association of Cities, and sites aimed as female and minority candidates.
- ***CB&A Website:*** We will also post the recruitment on our website, ***www.cb-asso.com***. With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile through our listserv of over fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the Agency wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the Agency and the community as your next Executive Director.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words***,** and balance the negativity that is so often characteristic of the press, and (2) the Agency to evaluate the candidates written communication skills.

- **Interviews of References:** We provide the candidate with a list of references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written, approximately page long summary of each conversation.

- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC database), our vendor has developed a very reliable substitute.

- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.

- **Verification of Education and Work History:** We will verify all claimed educational degrees, as well as the candidate's work history for the past 15 years to ensure the candidate has been completely forthright.

- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

> *Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.*

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining questions that are not appropriate to ask), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the Agency has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

Phase IV: Coordinate the Interview Process and Executive Director Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Board observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the Agency at community functions), one-on-one interviews, and a Board meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the Agency's senior staff at this point.

Later, that evening, the Board can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next Executive Director will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Board Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Board Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Directors succeed or fail based on their interaction with the Board and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Board, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Board can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the Agency can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Director.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates, and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new Executive Director. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The Agency's Obligations

The Agency will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The Agency will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

Proposed Project Schedule

The following is the schedule we would suggest and assumes CB&A is selected to complete the search by January 3rd. It can be adjusted based on the availability of the Chairman and Board.

Phase I: Needs Assessment / Information Gathering

January 10th:	CB&A begins meeting with the Board Members and other stakeholders to understand the job and its challenges.
January 21st:	CB&A submits the draft of the full recruitment profile to the Agency for its review.
January 28th:	Agency provides comments on the recruitment profile.

Phase II: Recruiting

January 31st:	CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 14,000 local government professionals.
February 21st:	Closing date for submission of applications.
February 26th:	CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

April 1st:	CB&A forwards its reports and materials to the Agency for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks.
April 8th:	Agency selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and Executive Director Selection

April 17th:	Agency holds reception for the finalists.
April 18th:	One-on-one and full Board interviews and selection of Executive Director.

Phase V: Negotiation, Warranty & Continuing Assistance

Post-Selection:	CB&A works with Agency representatives and the selected candidate on an employment agreement.

III. Proposed Project Team

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.



Colin Baenziger will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.

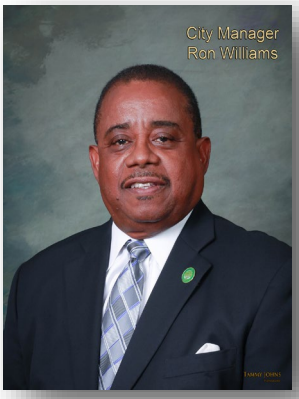


Lynelle Klein, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.

Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



G. Scott Krim, Vice President, has 20 years' experience in the public and private sectors and offers an abundance of managerial and analytical experience. He is a versatile leader with proven expertise in operations optimization, personnel selection and retention, and internal / external stakeholder relationships. Prior to joining our firm, Scott worked for five years in Utah's District Courts. He is a member of the Association for Public Policy Analysis & Management, the Society of Human Resource Management, and the American Communication Association. Scott has a Master of Public Administration (emphasis in state and local government) from Southern Utah University, and a Bachelor of Science in Organizational Communication from Weber State University in Ogden, Utah. Scott is a certified Professional and Technical Writer.



Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL (population served: 19,300)

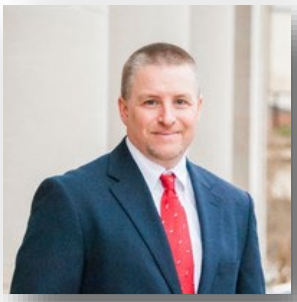
Contact: Commissioner Leo Longworth at (863) 533.3136, or **llongworth@cityofbartow.net**



CB&A began work in August 2017 to find the next Executive Director for the Bartow Airport in Bartow, Florida. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the Authority to interview and helping with the contract negotiations. John Helms, *former Airport Director for Marion County, Florida* was hired on November 13, 2017. He remains with the Authority.

Community Development Director, Danville, VA (population 43,000)

Contact: City Manager Ken Larking at (434) 799-5100 or **klarking@danvilleva.gov**



Located in the Piedmont region of south-central Virginia along the North Carolina border, Danville offers small-town charm as well as the advantages of a city overflowing with energy. CB&A began its work in July 2016 to find the City's Community Development Director. We researched the City, gathered input from key City officials, recruited and advertised for candidates, conducted background checks, selected, and recommended the best qualified, coordinated the interview process, and assisted with the offer letter. Interviews were held on November 7, 2016, and *Kenneth Gillie then Planning/Zoning Administrator, for Danville, VA* was selected. Mr. Gillie remains with the City. We have also assisted the City in finding a **City Manager**, **Deputy City Manager**, **Finance Director**, **Utility Director**, **Power & Light Director**, and **Water and Gas Director**.

Director, Economic and Workforce Development, and Deputy City Manager – Community Building, Durham, NC (population 247,000)

Contact: City Manager Wanda Page at (919) 560-4222
Email: **Wanda.Page@durhamnc.gov**



Colin Baenziger & Associates was hired to search for two key positions in Durham's economic development program in January 2009. The first was the Director of the Office of Economic and Workforce Development and the second was the positions' supervisor, the Deputy City Manager – Community Building. We conducted national searches for both positions. We also conducted limited background checks and provided limited interviewing assistance. For the Director of Economic and Workforce Development (OEWD), the City selected Kevin Dick, an internal candidate. Durham selected *Keith Chadwell, formerly Assistant County Manager for Fulton County, GA, and City Manager of Pompano Beach, FL,* to be the Deputy City Manager. Both searches took approximately four months. Mr. Chadwell remains with the City.

General Manager, Island Water Association, Sanibel, FL

Contact: Former Board Vice President Ken Kouril at 239.209.2375, or **KKouril@sanctuarygc.net**



We began our work in August of 2018 to find the next General Manager for the Island Water Association. The Island Water Association, Inc. (IWA) is a non-profit, member-owned potable water utility that provides drinking water to Sanibel and Captiva Islands in Southwest Florida. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the county to interview. In November 2018, the Board selected *Diana Wilson, then General Manager and Secretary to the Board of Trustees for the West Des Moines Water Works in West Des Moines, Iowa*. Ms. Wilson remains with the Association.

Executive Director, Salt Lake Valley Emergency Communications Center (SLVECC or VECC) (estimated population served 900,000)

Contact: Trustee Korban Lee at 801.569.5071 or **Korban.Lee@westjordan.utah.gov**



The Salt Lake Valley Emergency Communications Center (VECC, or the Center) is a Public Safety Answering Point (PSAP). Its primary purpose is to handle emergency communications and other services for member communities in Salt Lake County, including 911 services, and police, fire and medical dispatching. It is the largest PSAP in the state of Utah. It is governed by a seventeen-member Board of Trustees. In November of 2023, CB&A began looking for VECC's next Executive Director. Our work included searching the nation to find the right person, interviewing candidates, conducting thorough background checks, and recommending finalists for the Center to interview. We then helped to coordinate the interview process. *Ivan Whitaker, formerly the Vice President of MD Ally* was hired in March 2024.

General Manager, Tampa Bay Water Authority (serving a population of 2.4 million)

Contact: Commissioner Dave Eggers at (727) 647-2356 or **deggers@co.pinellas.fl.us**, or Board Chair Harry Cohen at 813-272-5470 or **cohenh@hillsboroughcounty.org**



CB&A began work on May 26, 2021, to find the next **General Manager** for Tampa Bay Water. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the Authority to interview. We presented finalists on August 10th, interviews were held on August 30th, and the final selection was made on September 20th. The delay was due to the fact that the Board had difficulty deciding between two of the five outstanding candidates. They ultimately selected *Mr.* Charles Carden, *formerly Chief Operating Officer, Tampa Bay Water.* Mr. Carden remains with the Authority. We also did the search for the General Manager in 2007.

Candidate References

While it is important to deliver what the Agency expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from five of those candidates.

Placement	Recruited To Be	Contact at
Dale Martin *Former City Manager for Winchester, CT*	City Manager, Fernandina Beach, FL *Appointed September 2015. He left in February 2023 and is currently the City Manager of Flagler Beach, FL.*	(904) 557-5047 dallmartin@yahoo.com
Eden Freeman *Former Assistant City Manager for Sandy Springs, GA*	City Manager, Winchester, VA *Appointed June 2014, she left in March 2020. She returned to Sandy Springs as the City Manager in January 2022.*	(404) 683-4816
Bryan Hill *Former Deputy Administrator for Beaufort County, SC*	Administrator, James City County, VA *Appointed July 2014. Hired as the Fairfax County, VA, CEO in January 2018.*	(843) 368-7458
Chris Morrill *Former Assistant City Manager for Savannah, GA*	City Manager, Roanoke, VA *Appointed December 2009. Hired as the Executive Director of the Government Finance Officers Association in 2017.*	(843) 368-7458
Raymond "Boz" Bossert, Jr. *Former Village Administrator for Port Edwards, WI*	General Manager, Sun 'N Lake of Sebring Improvement District, FL *Appointed July of 2023 and remains with the District.*	(706) 215-4567

Fee

CB&A offers a firm, fixed price of $34,500, which includes all the expenses we will incur in the search with one exception. The Agency will make a reservation and pay for one or two nights' stay, if needed, for the CB&A representative in the same hotel as the finalists when they come to interview for the Executive Director position so we can help facilitate the final stage of the recruitment process. The only other expenses the Agency will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the Agency (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services	
Phase I: Needs Analysis / Information Gathering	$ 4,000
Phase II: Recruiting	16,000
Phase III: Screening	12,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	$34,500

If the Agency asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of $200 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (each element of Phases I-V), and the Agency follows our recommendations and selects from among the candidates we recommend, we warrant the following:

1) We will not approach the selected candidate for any other position as long as the individual is employed by the Agency.
2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Volume II: Appendices

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PROPOSAL TO BE THE AGENCY'S EXECUTIVE RECRUITING FIRM

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Appendix A

Searches by
Colin Baenziger & Associates' Staff

Governmental Search Assignments

Current Searches

City Manager, Fruitland Park, FL (population 8,615)
Assistant City Manager, Jacksonville, NC (population 72,800)
Town Manager, Juno Beach, FL (population 3,858)
City Manager, Longview, WA (population 37,722)
City Manager, Nome, AK (population 3,639)
City Manager, Sarasota, FL (population 58,406)
City Manager, Seaside, CA (population 32,366)

Completed Searches in 2024

City Manager, Crystal River, FL (population 3,485)
City Administrator, Davenport, IA (population 101,724)
City Manager, Deltona, FL (population 98,528)
County Administrator, Dougherty County, GA (population 84,364)
Assistant County Manager, Douglas County, NV (population 49,628)
City Administrator, Eagle Mountain City, UT (population 63,689)
City Manager, Fernandina Beach, FL (population 13,052)
City Manager, Lake Helen, FL (population 2,871)
City Manager, Pascagoula, MS (population 21,330)
City Manager, Sunnyside, WA (population 16,150)
City Manager, Thornton, CO (population 144,388)

Public Works and Utilities Director, Bradenton, FL (population 56,730)
Corporation Counsel, Davenport, IA (population 101,724)
City Attorney, Deltona, FL (population 98,528)
City Attorney, Moline, IL (population 42,452)
Economic Development Director, St. Johns County, FL (population 334,173)
Human Resources Director, St. Johns County, FL (population 334,173)

Executive Director, Salt Lake Valley Emergency Communications Center, UT (estimated population served 900,000)

Completed Searches Prior to 2024

City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017 and 2022
Town Manager, Bay Harbor Islands, FL (population 5,628) in 2007, 2012 and 2020
City Manager, Belle Isle, FL (population 7,344) in 2023
City Manager, Bellevue, WA (population 122,400) in 2014
City Administrator, Bradenton, FL (population 60,888) in 2021
City Manager, Brighton, CO (population 41,254) in 2020
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 194,570) in 2012 and 2020
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Clewiston, FL (population 7,270) in 2019
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008 and 2023
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
City Manager, Crescent City, FL (population 1,542) in 2020
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Manager, Deerfield Beach, FL (population 78,000) in 2019
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013, 2017 and 2020
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015

City/Town/Village Manager/Administrator (continued)

City Manager, Fairborn, OH (population 33,200) in 2017
City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006, 2015, and 2023
City Manager, Fife, WA (population 8,700) in 2010
City Manager, Fircrest, WA (population 7,215) in 2023
City Manager, Flagler Beach, FL (population 5,458) in 2023
City Manager, Fort Myers, FL (population 68,190) in 2016
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fort Walton Beach FL (population 20,879) in 2023
City Manager, Fruitland Park, FL (population 4,100) in 2013
City Manager, Gainesville, FL (population 133,857) in 2016 and 2019
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999, 2005, 2021 and 2022
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005 and 2023
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lady Lake, FL (population 15,954) in 2021
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
City Manager, Lake Worth Beach, FL (population 38,010) in 2003, 2007 and 2021
Town Manager, Lantana, FL (population 9,600) in 2000 and 2021
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500) in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Mascotte, FL (population 5,873) in 2021
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (population 18,828) in 2015 and 2022
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013

City/Town/Village Manager/Administrator (continued)

City Manager, Montverde, FL (population 1,675) in 2020
Town Manager, Mooresville, NC (population 41,995) in 2019
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014
City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
Town Manager, Oakland, FL (population 5,400) in 2023
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
Town Manager/Finance Director, Ocean Ridge, FL (population 1,830) in 2023
City Manager, Opa-Locka, FL (population 2,180) in 2019
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,776) in 2012 and 2019
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port Orange, FL (population 67,494) in 2021
City Manager, Port Richey, FL (population 2,869) in 2020 and 2023
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
Chief Administrative Officer, Renton, WA (population 100,953) in 2021
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sammamish, WA (population 64,548) in 2019
City Manager, Sanibel Island, FL (population 7,319) in 2021
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013

City/Town/Village Manager/Administrator (continued)

City Manager, Sebastian, FL (population 24,772) in 2018
City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015 and 2021
Town Manager, Sewall's Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016
City Manager, St. Pete Beach, FL (population 10,000) in 2014 and 2019
City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013 and 2018
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Temple Terrace, FL (population 26,901) in 2022
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, Vero Beach, FL (population 16,751) in 2019
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Weston, FL (population 70,015) in 2019
City Manager, Winchester, VA (population 28,108) in 2014 and 2020
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

Completed Searches - County Administrator / Manager

County Manager, Alachua County, FL (population 251,400) in 2014
County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Manager, Clay County, FL (population 212,230) in 2005, 2011 and 2019
Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
County Administrator, Emmet County, MI (population 32,900) in 2014
County Manager, Flagler County, FL (population (83,000) in 2007
County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Administrator, Indian River County, FL (population 163,662) in 2023
County Administrator, James City County, VA (population 69,000) in 2014
County Manager, Lee County, FL (population 600,000) in 2009

Completed Searches - County Administrator / Manager (continued)

County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Manatee County, FL (population 422,774) in 2023
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008
County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, St. Lucie County, FL (population 284,000) in 2014 and 2023
County Manager, Union County, NC (population 198,600) in 2010
County Administrator, York County, VA (population 66,269) in 2015

Completed Searches - Other Municipal CEO

Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 and 2022
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018
General Manager, Sun ‘n Lake Improvement District, FL (population served 9,000+) in 2023

Completed Searches - Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016
Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth Beach, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018
City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
City Attorney, Lawton, OK (population 94,653) in 2020
City Attorney firm, Naples, FL (population 22,367) in 2021
City Attorney, Ocala, FL (population 60,021) in 2022
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 185,132) in 2016 and 2019
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
City Attorney, Sebastian, FL (population 25,703) in 2023
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, Vero Beach, FL (population 16,751) in 2019
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Planning and Community Development Director, Bradenton, FL (population 60,888) in 2021
Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017
Community Development Director, Danville, VA (population 43,000) in 2016
Planning and Development Director, Fairfax County, VA (population 1,150,309) in 2022
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Community Development Director, Miami, FL (population 408,000) in 2008
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012

Completed Searches – Community Development/Growth Management/Planning (continued)

General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Community Development Director, Tamarac, FL (population 55,500) in 2007

Completed Searches – Economic Development / Redevelopment

Growth Management Manager, Wellington, FL (population 55,000) in 2009
Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014
Economic Development Director, Collier County, FL (population 328,000) in 2012
Economic Development Director, Concord, NH (population 42,444) in 2017
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Economic Development Director, Roanoke, VA (population 96,000) in 2012
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 326,000) in 2010
Economic Development Director, St. Johns County, FL (population 162,000) in 2011

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008
Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012
Finance Director, College Park, MD (population 32,256) in 2016
Procurement Director, Collier County, FL (population 357,305) in 2016
Finance Director, Danville, VA (population 43,000) in 2014
Finance Director, Daytona Beach, FL (population 31,860) in 2012

Completed Searches – Finance and Budget (continued)

Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Chief Financial Officer, Estero, FL (population 36,939) in 2022
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Gainesville, FL (population 133,857) in 2020
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management & Budget, Lake Worth Beach, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998
Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population (408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007
Chief Financial Officer, Winter Springs, FL (population 36,342) in 2022

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013
Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Health and Human Services

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017 and 2019
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population (35,000) in 2014
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006
Parks and Recreation Director, Weston, FL (population 70,015) in 2019

Completed Searches – Police

Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)
Police Chief, Indian Creek Village, FL (population 89) in 2022
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Police Chief, Petersburg, VA (population 32,701) in 2017
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016
Police Chief, Sewall's Point, FL (population 2,000) in 2007
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
Police Chief, Winchester, VA (population 27,216) in 2017

Completed Searches – Public Works

Public Works Director, Aventura, FL (population 37,200) in 2016
Public Works Director, Camden County, GA (population 53,044) in 2019
Solid Waste Director, Camden County, GA (population 53,044) in 2018
Public Works Director, Chandler, AZ (population 250,000) in 2007
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Public Works Administrator, Renton, WA (population 100,953) in 2020
Public Works Director, Sammamish, WA (60,000) in 2016
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007
Assistant Public Works Director, Sumter County, FL (107,000) in 2015
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016 and 2022

Completed Searches – Utilities

Water Resources Director, Asheville, NC (population 87,200) in 2015
General Manager, Beaufort-Jasper &; Sewer Authority, SC (population served 150,000) in 2023
Executive Director, Cape Fear Utility Authority, Wilmington, NC (population served 230,000) in 2021
Utility Director, Danville, VA (population 43,000) in 2015
Power & Light Division Director, Danville, VA (population 43,000) in 2015
Water and Gas Director, Danville, VA (population 43,000) in 2016
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012 and 2020
Executive Director, Emerald Coast Utilities Authority, Pensacola, FL (population served 300,000) in 2020
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
General Manager, Island Water Association, Sanibel, FL in 2018
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Deputy Water & Sewer Director, Miami-Dade County, FL (population 2.706 million) in 2023
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000) in 2013
Customer Service Chief (a C Suite level position), Sewerage and Water Board of New Orleans, LA (population 369,000) in 2020
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Executive Director, Spartanburg Water, SC (population served 327,997) in 2022
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008 and 2021
Chief Operating Officer, Tampa Bay Water, FL (population served 2,400,000) in 2022

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016

Completed Searches – Other (continued)

Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018
Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Assistant to the City Manager, North Myrtle Beach, SC (18,790) in 2023
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009

Appendix B

Sample Brochure:
General Manager
Tampa Bay Water, FL

TAMPA BAY WATER

Supplying Water To The Region



— POSITION AVAILABLE —

GENERAL MANAGER/CEO | Apply by July 16, 2021

Welcome to Tampa Bay Water

Tampa Bay Water provides water on a wholesale basis to 2.5 million residents in the Tampa Bay region of the Gulf Coast of Florida. The agency has a talented, committed staff and engaged Board leadership and is seeking a forward-thinking, effective leader to be its next General Manager.

It would be hard to find a better place to live, work and play than the Tampa Bay region. With its location on Florida's Gulf Coast, it offers virtually any amenity you could ask for except snow for skiing.

Some of the Gulf Coast's finest beaches lie on Pinellas County's almost 17 miles of barrier island communities. The area is a fisherman's paradise. Known as the Grouper Capital of the World, snapper,



amberjack and kingfish to mention only a few are readily caught here. If you do not have a boat, it is easy to find a charter among the local fishing fleet. Dolphin watching and snorkeling are popular as is scuba diving—offshore are 40+ artificial reef sites and numerous wrecks such as the USS Narcissus and USCGC Blackthorn. Jet skis are popular, and if you would rather be above the water, try parasailing. Golf courses, not to mention tennis courts, are plentiful.

Nature lovers will find thousands of acres of parks and preserves, among which are the Lower Hillsborough Wilderness Preserve (16,000 acres) and adjacent Hillsborough River State Park (3,000 acres) in Hillsborough County, Fort De Soto Park (1,100 acres on the Gulf of Mexico) and Brooker Creek Preserve (8,700 acres) in Pinellas County and the Conner Preserve (3,000 acres) in Pasco County. In these, one can paddle amongst wading birds, turtles, alligators, lilies and cypress swamps; explore miles and miles of trails, bird watch, fish, and camp; or enjoy a relaxing picnic or cookout.

Professional sporting activities include Major League Baseball's Tampa Bay Rays, NFL's Buccaneers, and the NHL's Lightning. If you prefer college sports, several universities such as the University of South Florida, are here.

Tampa International Airport is the 30th busiest airport in North America with over 70 non-stop destinations in Canada, Mexico, Europe and the Caribbean. Additionally, the St. Petersburg–Clearwater International Airport, located on the west shoreline of Tampa Bay just north of St. Petersburg, offers both domestic and international travel opportunities.

Tourists and seasonal residents are appreciated here and the commerce they bring is responsible for many of the area's attractions. Fine dining and retail shopping opportunities abound, whether you are in downtown Tampa, St. Petersburg, Clearwater, or New Port Richey. For culture, visit the David A. Straz, Jr. Center for the Performing Arts, the Tampa Museum of Art, and the Museum of Science and Industry, among others. Need more? Orlando and its popular tourist attractions are on I-4 less than 100 miles northeast.

Housing prices vary from affordable to quite expensive, but you can find a nice home in the area for a reasonable price. Area schools are generally strong. Opportunities for higher education include Eckerd College, St. Petersburg College, the University of South Florida, Stetson University's College of Law, and the University of Tampa.

The region is served by I-4, which runs east and west while I-75, I-275, and Highway U.S. 19 are the major north / south arteries and connections to the rest of the state.

Best of all are the region's residents. They are warm and friendly. While they value their community and natural environment and want to protect their quality of life and each other, they welcome newcomers.

HISTORY OF TAMPA BAY WATER

Tampa Bay Water was created in 1998 after a two-year process that resulted in contracts and legislation that changed the name, structure and operations of the West Coast Regional Water Supply Authority. The creation of Tampa Bay Water ended the region's 'water wars' and created a new alliance between the six governments in west-central Florida: Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa.

Under Tampa Bay Water, the local governments work together to develop and supply drinking water to the region in an environmentally sound manner. The costs





of new supply development and environmental stewardship are shared regionally.

In the 1990s, eleven regional groundwater facilities served nearly 90 percent of the members' demand for groundwater. In 1998, the face value of the permits for these facilities totaled 192 million gallons per day (mgd). The governments that formed Tampa Bay Water have worked regionally and cooperatively to solve the region's water supply problems. Tampa Bay Water designed, permitted and constructed over a billion-dollar water supply system that is diverse and environmentally sound.

After investigating a number of options, Tampa Bay Water's Board of Directors approved construction of the Master Water Plan Configuration I in November 1998. The plan included a number of diverse, alternative water supply sources and key pipelines and interconnections.

The first alternative water supply to serve the region was surface water withdrawn from the Tampa Bypass Canal and treated at the Tampa Bay Regional Surface Water Treatment Plant. Configuration I created an expanded, interconnected regional water supply while also keeping pace with the region's growing water demands. The projects of Configuration I were expected to meet the region's water needs through 2012.

In late 2010, Tampa Bay Water expanded its Regional Surface Water Treatment Plant. As a result, the plant's rated treatment capacity increased from 72 mgd to 120 mgd, or 90-99 mgd on an annual average basis, meeting 50 percent of the region's drinking water needs.

An important part of the Tampa Bay Region's drinking water supply is the Seawater Desalination facility. This drought-proof, alternative water supply was added to the system in late 2007 provides up to 25 mgd of drinking water to the region.

Seawater coming into the plant goes through a rigorous pretreatment process, then freshwater is separated from the seawater using reverse osmosis. The end product is high-quality drinking water that supplies up to 10 percent of the region's needs.

Today, the region is served by a combination of groundwater, river water and desalinated seawater, which has reduced wellfield pumping by more than 50 percent since 1998.

From 2010 to 2020, the agency focused on operating and maintaining the water supply system. The next decade will focus on designing and constructing capital projects to increase supply, improve distribution, and enhance water quality while keeping the agency's wholesale water rate affordable.

DEMOGRAPHICS

It is important to note that not every jurisdiction within the tri-county area participates in Tampa Bay Water. Among those who do not is Clearwater with a population of 115,000. Hence, the population served by Tampa Bay Water is less than the total population for the three counties. It is also important to note that the region's population is highly seasonal. Many residents come for a four-to-six-month period to avoid the harsh northern winters, and that has an impact on the Utility's required production during that period.

Table 1: Pasco, Pinellas, and Hillsborough Counties Demographics

Distribution by Race		Distribution by Age	
White	76.4%	0 to 15	16.4%
Black	12.9%	15 to 25	11.2%
Asian	3.6%	25 to 45	26.1%
Additional Races	6.9%	45 to 65	26.7%
Total	100%	65 to 85	17.2%
Hispanic Ethnicity (all races)	20.9%	85 +	2.4%
Estimated Population: 38,010			

Educational Achievement (Over Age 25)	
High School or Higher	89.9%
Bachelor's Degree or Higher	29.7%

Other Statistics	
Median Age—Average	43.3
Median Age—U.S.	37.8
Median Household Income—Lake Worth Beach	$55,267
Median Household Income—U.S.	$61,937
Poverty Rate	13.2%

Source: U.S. Census Bureau

CLIMATE

The Tampa Bay region boasts a tropical climate, with two main seasons: a hot, rainy season (June to mid-October) and the warm, dry season (October to May). The average annual rainfall is 54 inches. By way of comparison, the average annual rainfall in the U.S. is 30 inches. During the summer months, the high temperatures are typically in the low 90s with high humidity, and the afternoons often bring short bursts of rain and thunder. During the winter months, the

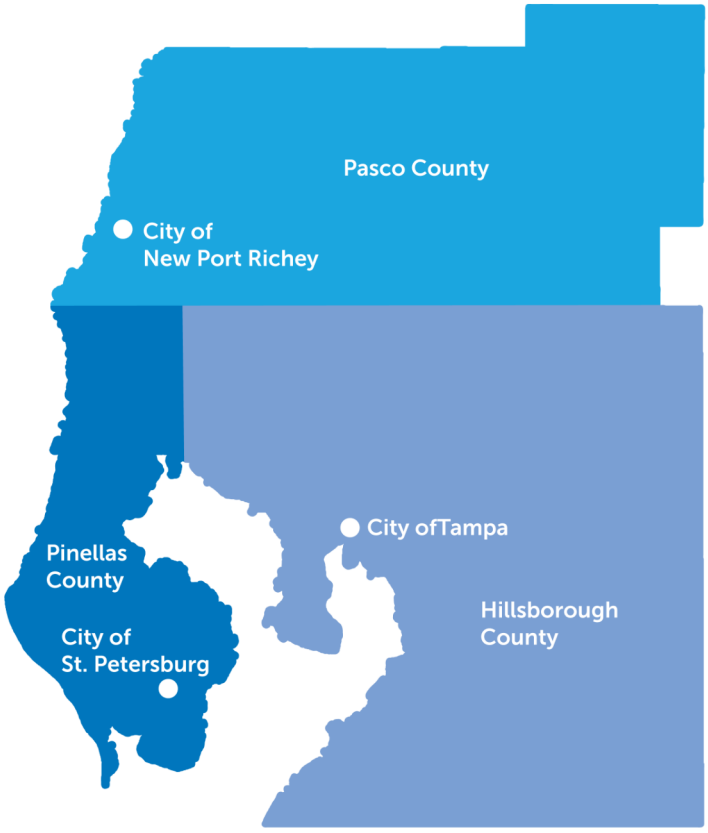

Figure 1: Tampa Bay Region Counties

average low temperatures are in the mid-50s and the average highs in the low 70s. The area sees around 239 sunny days per year.

Importantly, a little over 60% of the annual rainfall occurs between June and September. The rain's seasonal nature means one of Tampa Bay Water's primary water sources, river water, is at its lowest when the region's population and demand are the highest. As a result, Tampa Bay Water has invested heavily in reservoir capacity. Hurricanes strike Florida from time to time, especially between August and early October. While the past does not predict the future, the last major storm to strike the area directly was in 1921.

GEOGRAPHY

The counties composing Tampa Bay Water are those surrounding the northern portion of Tampa Bay: Hillsborough, Pasco and Pinellas. The terrain these counties cover ranges from barrier islands to wetlands, flatlands and gently rolling hills. The three counties participating in Tampa Bay Water cover 2,570 square miles, and elevations range from sea level to 410 feet.

TAMPA BAY WATER

Tampa Bay Water was created by an interlocal agreement and supplies clean, safe drinking water to 2.5 million people located in Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa. It does so by providing the water on a wholesale basis to these governments, who then distribute to residents and businesses.

The Utility is a non-profit, special district of the State of Florida and its mission is to provide reliably clean, safe water to the region now and for future generations. The agency won numerous awards over the years for its water operations (including the American Metropolitan Water Agencies Platinum Award for Utility Excellence), financial operations, and its public outreach and education.

Tampa Bay Water is governed by a nine-member board. Each county (Hillsborough, Pasco and Pinellas) appoints two board members from their elected boards, and each city (Tampa, New Port Richey and St. Peterburg) appoints one. Each board member has one vote—voting rights are not based on sales or use.

The Board is composed of dedicated individuals who take their jobs as board members seriously but who are not trained water professionals. While the interests they represent can be very different, they operate in a collegial manner and think highly of staff.

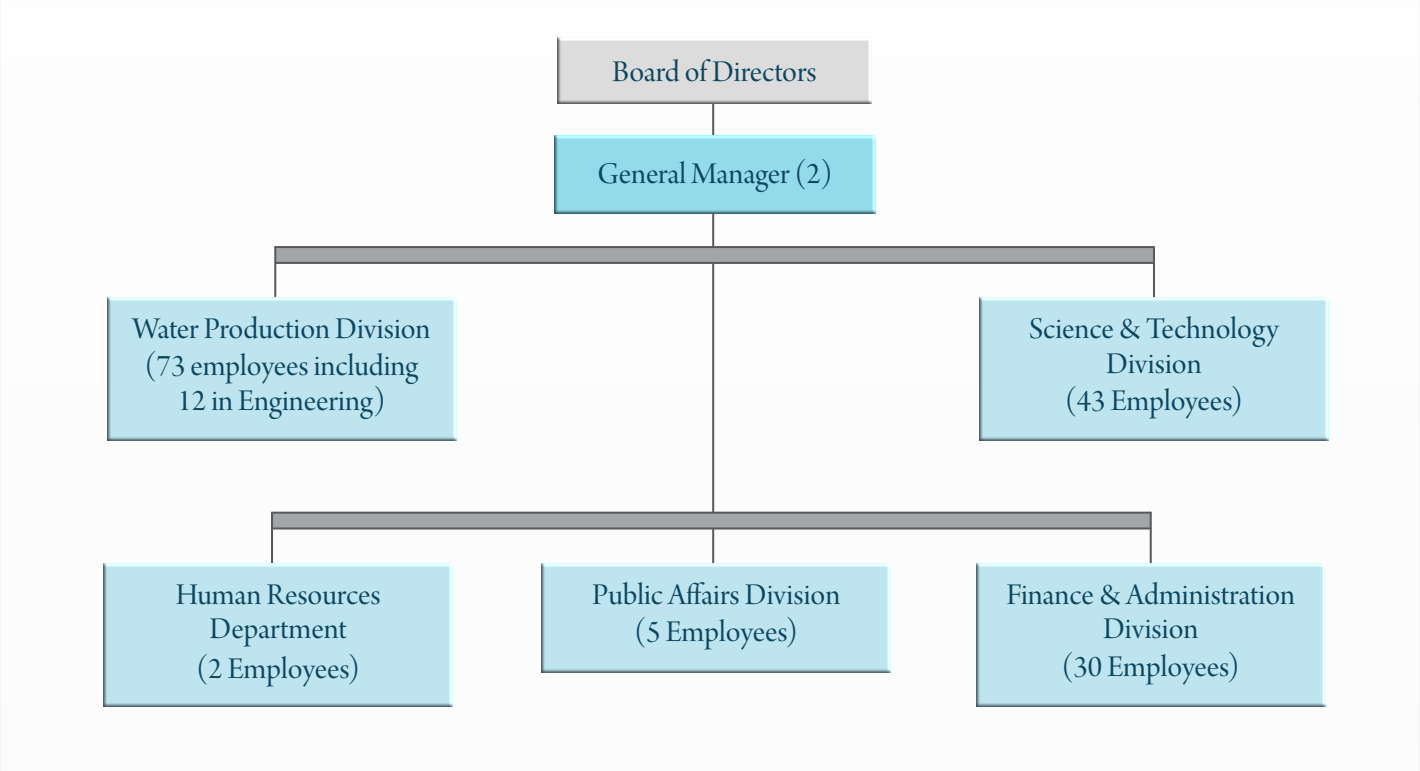

Figure 2: Tampa Bay Water Organization Chart

The Board has two appointed positions: the General Manager (who serves as CEO and oversees the Utility's day-to-day operations), and the General Counsel (who serves as the agency's lead attorney and oversees the Utility's legal affairs). Both are appointed by and are removed by a vote of a majority of the Board.

The General Manager oversees 155 employees in five organizational units: Finance & Administration Division, Human Resources Department, Public Affairs Division, Science & Technical Division, and Water Production Division. See Figure 2 for more information. The staff are not unionized. It should be noted that the surface water plant is operated under contract by Veolia North America (with approximately 25 employees) and the desalination plant is operated by a partnership of American Water and ACCIONA (with approximately 25 employees).

The proposed budget for FY 2022 is $186 million of which $81 million is debt repayment.

OPERATIONS

Tampa Bay Water uses three sources of water: a surface water treatment plant with permitted capacity of 120 mgd, a seawater desalination plant with permitted capacity of 28.75 mgd, and 120.1 mgd of average annual permitted groundwater production. Tampa Bay Water also operates:

- 295 miles of large diameter pipe,
- 15.5-billion-gallon storage reservoir
- Ten northern wellfields permitted under one Consolidated Water Use Permit with a 12-month-running-average limit of 90 million gallons per day
- South Central Hillsborough Regional Wellfield permitted at 24.1 million gallons on a 12-month-running-average
- Brandon Urban Dispersed Wellfield permitted at 6.0 million gallons on a 12-month-running-average
- Carrollwood Wells permitted at 0.82 million gallons on a 12-month-running-average

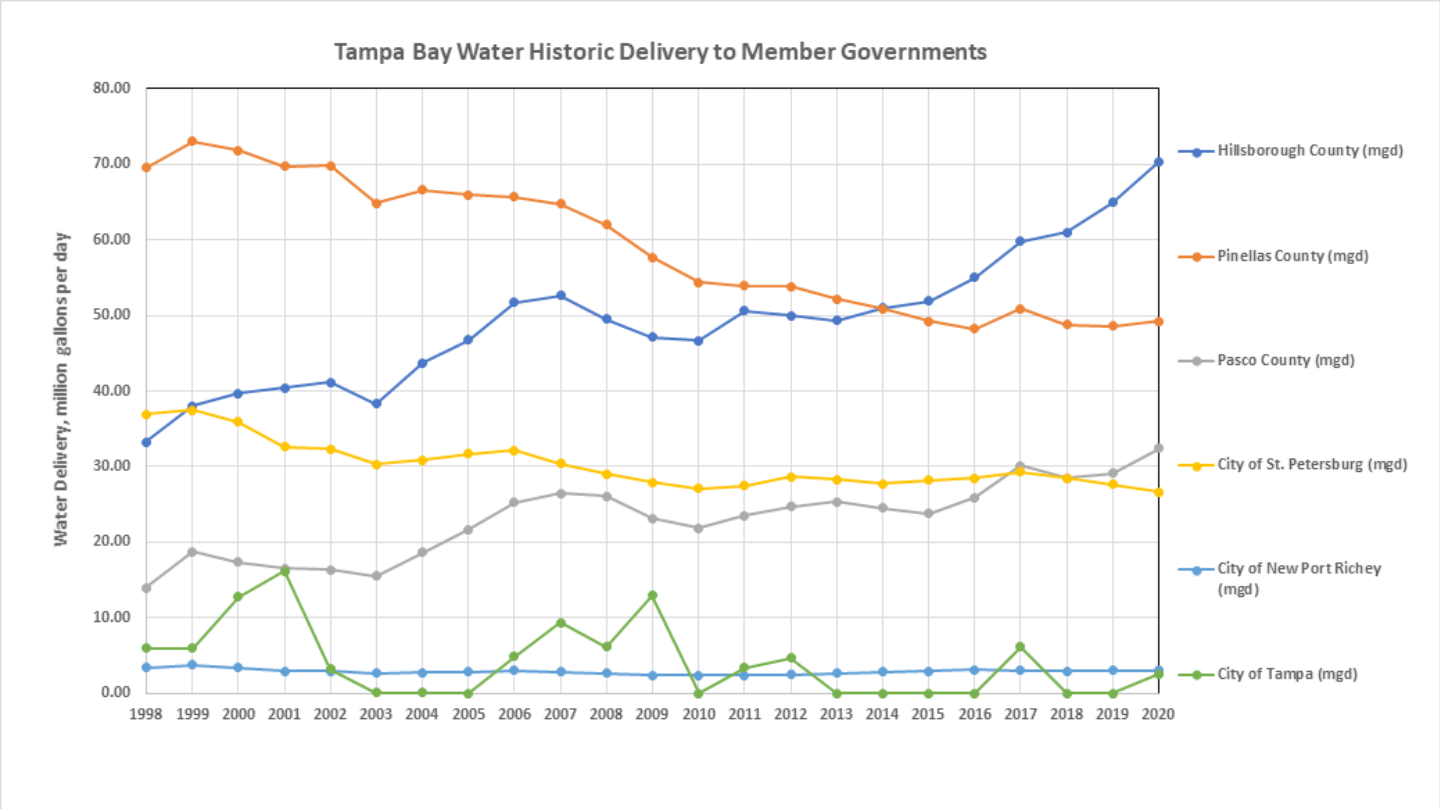

Figure 3: Water Delivered Over Time to Member Governments

- 12 treatment facilities
- 14 pumping stations

Tampa Bay Water delivers potable water to its member governments at 20 points of connection in daily quantities ranging from approximately 130 mgd to over 270 mgd. Production varies in part because of the seasonal precipitation and influx of winter residents. As a result, the desalination plant typically only operates from November to June. The distribution among member governments is shown in Figure 3 above.

The Utility's aggregate permitted capacity is 269.85 million gallons per day. That capacity does not reflect the total reliable supply available at any one time for several reasons: (1) the maximum design capacities for the regional surface water treatment plant and seawater desalination treatment plant are not achievable over a sustained period of time; (2) permitted surface water availability can vary greatly from month to month and from year to year depending on the rainfall the region receives, and (3) operating protocols and source water quality issues can reduce available supplies.

THE CHALLENGES AND OPPORTUNITIES

Tampa Bay Water is a well-run utility with a dedicated Board and staff. Changing regulations, on-going growth in the region, and balancing the needs of the six member governments create some challenges and opportunities for the utility. Those include:

Regional Growth

A significant challenge the Utility faces is growth. People are moving to Florida in droves and the Tampa Bay area in particular. For example, in the last three years, Hillsborough County has added 7,000 to 7,500 connections per year and building is not expected to taper off in the foreseeable future. Pasco County's

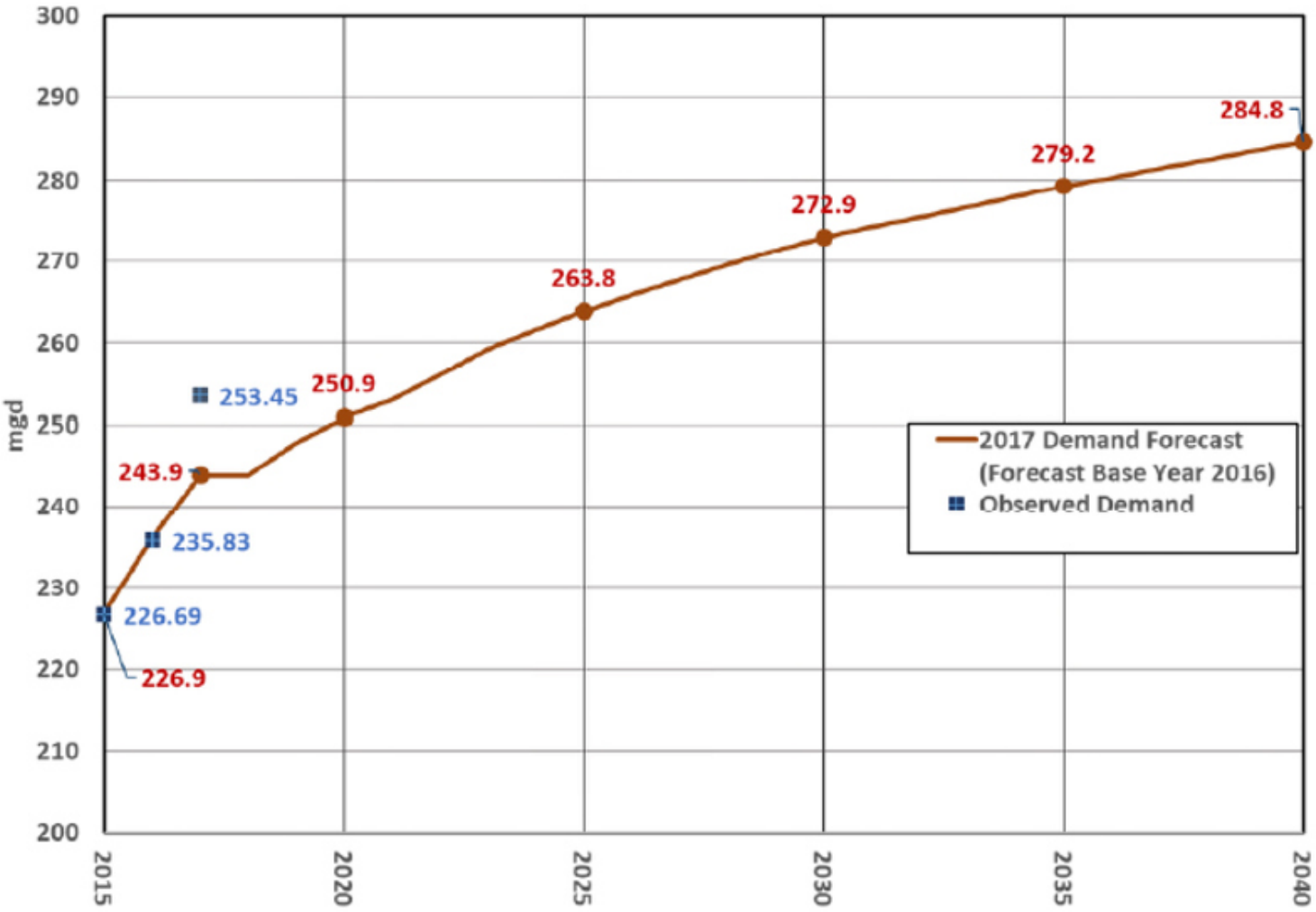

Figure 3: Projected Tampa Bay Water Demand Thru 2040

growth is slower but cannot be ignored. While declines in demand from Pinellas County and St. Petersburg have offset the growth to some degree, more supply will soon be needed—10 mgd of potable water by 2028 and another 10 mgd by 2038. The Utility is currently evaluating which water sources to pursue with a decision anticipated by the end of 2022. For more information on projected need, see Figure 4 above.

Long-term Master Water Plan–Selection of Next Water Supply

To meet the growing needs of the region, Tampa Bay Water is required to update its Long-Term Master Water Plan every five years. The agency is currently undergoing feasibility studies for three potential new water supply projects that were approved as part of the 2018 update.

Those projects include: Surface Water Expansion, Desalination Plant Expansion, and the South Hillsborough Wellfields. Feasibility studies are on-going through spring 2022 and the board is scheduled to select the next water supply project or projects by December 2022.

The General Manager will need to: (1) oversee the completion of feasibility studies for the potential new water supply projects, and (2) present the results and recommendations to the Board of Directors. The General Manager will then lead the pursuit of cooperative funding to offset the capital costs of these projects and oversee the actual construction.

South-Central Hillsborough Infrastructure Program

A related challenge is getting the water to where it is needed. The South-Central Hillsborough region is growing at an accelerated rate and demands are outpacing the ability to deliver an adequate supply to that area. Tampa Bay Water and Hillsborough County are working on several projects on both the wholesale and the retail sides of the meter to improve the situation. In short, the regional supply system has plenty of water, but it needs to be conveyed to this part of the region and the County needs to implement improvements to get it to the homes and businesses here. Projects currently in design or construction include: improvements to pumping and piping at existing facilities, a booster station, and a large-diameter pipeline. The General Manager will oversee these efforts.

Water Quality Study and Implementation of Water Quality Enhancement Projects

Tampa Bay Water's drinking water meets or is better than all state and federal drinking water standards. The utility also operates under standards set by the agency's local member governments. Enhancements to water quality, ever changing EPA regulations and emerging contaminants, are a challenge Tampa Bay Water faces. At the request of the six member governments, Tampa Bay Water has commenced a study to look at potential enhancements to regional water quality—especially Total Organic Carbon removal. Phase I of the study was completed in 2020 and phase II is slated to be completed in 2022. The General Manager will oversee the completion of the regional water quality study and recommend water quality projects, timing and financing options for implementation to the Board of Directors.

Staffing And Succession Planning

Like many utilities and governments across the United States, staffing and filling positions vacated through retirement is an on-going challenge for the utility. Quite a few of the Utility's staff members have been with Tampa Bay Water and its predecessor utility for over 30 years. Many will be retiring in the near future. Among them are the Chief Science and Technical Officer (who retires at the end of September) and the Senior Engineering Manager (who retires in January 2022). The challenge is capturing and transferring the historical and technical knowledge of long-time staff and finding, hiring, training and mentoring new employees as retirements occur. The agency finalized a formal succession plan in late 2020 that will help as long-term employees retire and new employees are hired and trained.

Keeping Water Rates Affordable

An ongoing challenge is to keep Tampa Bay Water's wholesale water rates affordable for its member utilities. The selected candidate will need to balance the agency's need to build, maintain and operate new water supplies, enhance regional water quality, and implement programs and projects to move the agency forward with finding organizational efficiencies, analyzing insourcing versus outsourcing and remaining cost-effective. Two specific areas of focus will be determining whether or not to continue the contract operations of the Tampa Bay Regional Surface Water Treatment Plant and the Tampa Bay Seawater Desalination Facility. The contract with the third-party operator for the former expires in 2023 and the latter in 2024.

Reclaimed Water Projects
and Reclaimed Pricing Strategy

Technological advances and water shortages have made reclaimed water a more viable source of drinking water across the country. Tampa Bay Water and its member governments have been considering reclaimed water as a source of drinking water since the first Master Water Plan development in the 1990s. As regulations and legislation on the use of reclaimed water for direct and indirect potable use are passed and enacted, Tampa Bay Water and its member governments are exploring future projects using this resource: some as part of regional projects and some as independent projects. This is a complex issue and includes the need to pursue a pricing methodology for the reclaimed source that can be used as regional projects are pursued with member government partners, as well as navigate potential conflicts with the agency's governing documents.

The General Manager will lead the agency and provide recommended courses of action to the Board of Directors as the pricing methodology is created, agreements with member governments are negotiated, and as the member governments look for ways to beneficially use reclaimed water. The General Manager will also work with legal counsel to ensure consistency with the agency's governing documents.

Future Planning and Relationship Building

Tampa Bay Water needs to continue to plan for the future and look for ways to increase the regional utility's value to its member governments. In Spring 2021, the agency began an effort to update its five-year strategic business plan, create a one-year tactical plan that will be updated annually, and create an agencywide performance measurement system. The updated strategic plan is slated to go to the board for approval in late 2021 or early 2022. The General Manager will champion the update and implementation of the agency's strategic business plan, one-year tactical plan and performance measurement system currently under development. In addition, the agency worked hard to foster partnerships and strong working relationships with our Board of Directors, member governments, and other stakeholders. The General Manager will be responsible for continuing to build and strengthen those relationships and work with regulatory agencies including the Southwest Florida Water Management District and the Florida Department of Environmental Protection.

THE IDEAL CANDIDATE

Tampa Bay Water is seeking an outstanding leader and strategic thinker. The ideal candidate will realize that in a job like this, his/her people skills/soft skills will be at least as important than his/her technical skills. The agency has a highly skilled and competent staff that need to understand the agency's strategic direction but do not need a micromanager. Rather, success in this job will be predicated on the next General Manager's ability to build relationships and work through issues with: (1) nine board members and the six elected boards they represent, (2) the utility staff of the six member governments, (3) Tampa Bay Water's employees and contractors, and (4) external agencies including Southwest Florida Water Management District, the Florida Department of Environmental Protection, and the U.S. Environmental Protection Agency. It will also be important to understand how to find and secure third-party sources of funding such as grants and earmarks. The new General Manager should balance time in the office with time in the community networking, forming relationships with stakeholders and advocating for the agency. Within the organization, he/she will focus on ensuring every staff member and contractor understands Tampa Bay Water's mission





and their role in it. Employees will be empowered to make decisions and encouraged to seek better, more effective and more efficient ways to accomplish their tasks. The best candidate will realize cultural change is hard, but even the best organizations can become set in their ways and need adjustment from time to time.

Outstanding communication skills are necessary. As noted, the Board is dedicated and wants to do the right thing. They also have limited technical expertise and time. Most of them are fulltime elected officials and/or have fulltime employment. It will be critical to their success that complex information be conveyed in terms a layman can understand. It will be important for the General Manager to ensure staff and contractors communicate clearly and effectively. The ideal candidate will be someone who is easy to talk to and listens carefully. He/she will have a knack for understanding what information the individual is truly seeking and for giving a simple, well-reasoned answer. An aspect of effective communication will be to convey the concepts with the appropriate amount of supporting information without getting bogged down in the technical jargon and intimate details of a project or program.

The Board is looking for someone who will serve as a trusted advisor and partner while realizing he/she works for the Board. The next General Manager will be confident and sincere and

realize an important part of building trust is telling the Board what it needs to hear, not what it might like to hear. He/she will be able to say no and provide a good reason why and/or a recommendation. The person will be diplomatic but also an effective advocate for the Utility. The best candidate will understand the politics of its member governments—the individual will look over the horizon, anticipate the future, and develop a vision for the Board to consider. While the Board knows it is responsible for policy and providing direction, it also realizes the General Manager and staff spend their working hours immersed in water operations, research, and policy. As such the General Manager and agency staff are incredible resources and are expected to bring their ideas to the Board to consider. He/she will understand that being humble and giving credit to others is often the best way to achieve success.

The General Manager will be achievement-oriented, a doer and a problem solver—someone with strategic focus and who knows how to position the Utility in a way that it can take advantage of opportunities and promote the interests of its members. The General Manager will always seek the best solution, even if innovative and nontraditional. The individual will understand that government processes take time but have a hint of impatience and a bias for well thought out action. While he/she will be patient and calm under pressure, the best candidate will not hesitate when it becomes time to make decisions and give recommendations.

The ideal candidate will be flexible, nimble, friendly, and open to the ideas of others.The individual will lead by inspiring, delegating to and mentoring employees. Creativity will be encouraged, with staff having the freedom to try new ideas. The General Manager will have high expectations and set high standards. He/she will work with the Board and staff to establish clearly defined goals. He/she will then step back—delegating responsibility and authority—while being kept informed. The individual will expect results and believe strongly in accountability.

The ideal candidate need not be a degreed engineer but will possess a thorough knowledge of the principles and processes of utility operations and administration, best practices, budget preparation, finance, policy formation, strategic planning, public engagement and quality management. Qualified candidates will have at least 10 years of progressively responsible management and leadership experience of a utility including five years of experience at the senior management level. Knowledge of Florida water law and regulation is a plus as is experience dealing with extreme weather events. A bachelor's degree in Engineering, Environmental Engineering, Business Management, Public Administration, or closely related field is required. An MBA or MPA is a plus.

COMPENSATION

The salary range for the position is $200,000 to $260,000; the actual salary will depend on qualifications and experience. Benefits are excellent. In terms of retirement, the General Manager will be a member of the Senior Management Class of the Florida Retirement System and provided Social Security as provided by law. When considering salary, it is also important to note that Florida does not have a state income tax.

THE MOST RECENT CEO / GENERAL MANAGER

Tampa Bay Water has had three general managers since its formation in 1998. The first retired after 12 years. The second left for another job after five years. The most recent left after seven and a half years amidst some controversy.

INTERNAL CANDIDATES

It is probable that an internal candidate will apply. That said, the Board is committed to evaluating all candidates fairly and objectively and to selecting the very best person for the job.

RESIDENCY

While the General Manager is not required to live within the service area, given the variety of housing opportunities and logistics, it is hard to imagine the individual would not want to live somewhere in the three-county area.

HOW TO APPLY

E-mail your cover letter and resume to Recruit35@cb-asso.com by July 16, 2021. Questions should be directed to Stephen Sorrell at (513) 317-0678, or to Colin Baenziger at (561) 707-3537.

CONFIDENTIALITY

Under Florida's public records act, once an application is submitted, it is deemed a public record. As a practical matter, we do not expect media coverage until after the finalists are named on August 16th, and possibly not until after selection of the next General Manager.

THE PROCESS

Applications will be screened between July 16th and August 9th. Interviews are tentatively scheduled for August 30th. A selection may be made on that date or shortly thereafter.

OTHER IMPORTANT INFORMATION

Tampa Bay Water is committed to hiring and retaining a diverse workforce. It is an Equal Opportunity Employer, making decisions without regard to race, color, religion, sex, national origin, age, veteran status, disability, or any other protected class. A veterans' preference, if applicable, will be awarded in accordance with Florida statutes.

ADDITIONAL INFORMATION

For additional information about the area, visit:

www.tampabaywater.org

www.visittampabay.com

https://flsportscoast.com

www.visitstpeteclearwater.com

https://visitclearwaterflorida.com

Appendix C

Sample Candidate Report

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

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INTERNET SEARCH	**35**

Cover Letter and Resume

March 26, 2020

Mr. Colin Baenziger
Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, Florida 32118

Dear Mr. Baenziger:

Please accept the enclosed résumé for the position of City Manager for the City of Cape Coral, Florida. I am confident that my organizational and leadership abilities, educational background, and diverse professional experience are well-suited to the specific requirements of the position.

As indicated in the enclosed résumé, my professional background includes more than 25 years of progressive and responsible local government management experience. As an ICMA Credentialed Manager, I presently serve as the deputy city manager for the City of Fort Lauderdale, Florida. Prior to Fort Lauderdale, I served as the city manager for the City of Savannah, Georgia. In that capacity, I reported to a nine-member city council, created a new strategic plan - SAVANNAH FORWARD, led a family of 2,513 exceptional employees, and implemented a lean operating budget of $408 million and a capital improvement plan in excess of $407 million.

My previous experience includes serving as deputy county administrator for Broward County Florida; deputy county manager for Fulton County, Georgia; and assistant to the county administrator, Broward County, Florida. Collectively, my service in these progressive communities has provided me with extensive knowledge and expertise in all aspects of local government operations including affordable housing, strategic planning, transportation, budget development, community services, economic development and community revitalization, human services, and public safety, among others.

I am confident that I bring the right skills, experience and talents to the position. If you would like to schedule an interview or discuss my interest in the position, please contact me at (954) 940-1065 or at robhernandez@comcast.net. Thank you for your consideration.

Sincerely,

Roberto Hernandez

Roberto Hernandez

Enclosure:
- Résumé

ROB HERNANDEZ

1873 Northwest 113th Way, Coral Springs, Florida 33071 | 954-940-1065 | robhernandez@comcast.net

Profile

Proven, resourceful, and results-focused public administrator with more than 25 years of progressive local government management experience. ICMA-Credentialed Manager known for leadership, professionalism and organizational abilities.

Relevant Experience

Deputy City Manager — 2019 - Present
City of Fort Lauderdale, Florida

City Manager — 2016 - 2019
City of Savannah, Georgia

Deputy County Administrator — 2013 - 2016
Broward County Board of County Commissioners; Fort Lauderdale, Florida

Deputy City Manager — 2011 - 2013
City of Coral Springs, Florida

Deputy County Manager — 2008 - 2011
Fulton County Board of County Commissioners; Atlanta, Georgia

Assistant to the County Administrator — 2003 - 2008
Broward County Board of Commissioners; Fort Lauderdale, Florida

Various Positions — 1994 - 2003
Broward County Board of Commissioners; Fort Lauderdale, Florida

Education

Master of Public Administration
Nova Southeastern University; Fort Lauderdale, Florida

Bachelor of Public Administration
Florida International University; Miami, Florida

Current Professional Affiliations

International City / County Management Association (ICMA) – Credentialed Manager

Florida City / County Management Association

Broward City / County Management Association

Candidate Introduction

Rob Hernandez

EDUCATION

- Master of Public Administration, Nova Southeastern University
- Bachelor of Public Administration, Florida International University

EXPERIENCE

• Deputy City Manager; City of Fort Lauderdale, FL	2019 – Present
• City Manager; City of Savannah, GA	2016 – 2019
• Deputy County Administrator; Broward County, FL	2013 – 2016
• Deputy City Manager; Coral Springs, FL	2011 – 2013
• Deputy County Manager; Fulton County, GA	2008 – 2011

BACKGROUND

Fort Lauderdale is the largest municipality in Broward County and the ninth most populated city in Florida, slightly ahead of Cape Coral. Smaller in geographic area than Cape Coral, the city encompasses 38 square miles with a population of 186,220. A popular tourism destination, the city is often referred to as the "Venice of America" because of its many inland waterways, not too dissimilar to Cape Coral's "Water Wonderland" designation.

The City of Fort Lauderdale is a full-service municipal corporation that provides police protection, fire-rescue services, parks and recreation programs, potable drinking water to a service area both within and outside the City limits along with wastewater collection and treatment, sanitation services, development regulation, parking, and street maintenance. The City also operates a general aviation airport, a downtown heliport, an aquatic complex, and an auditorium. Its current general fund budget is more than $373.7 million or $832.7 million in total.

As the deputy city manager, I assist the city manager in overseeing municipal operations, specifically coordinating the activities of the Transportation and Mobility, Public Works, Sustainable Development and Parks and Recreation departments. Collectively these departments have a combined operating budget of $380 million and 1,527 full-time employees.

The three most critical issues facing the city are:

- Infrastructure
- Resiliency
- Affordable Housing

Both Fort Lauderdale and Cape Coral have identified infrastructure as key elements of their adopted strategic plans. Fort Lauderdale's emphasis is by necessity due to a series of recent high-profile infrastructure failures and a state mandated consent order. Fort Lauderdale's initial development boom occurred between the 1950s and 1970s during which the majority of the city's

infrastructure was installed. Materials of that era include cast iron pipe which is now failing regularly as a result of corrosion and erosion. From the 1990s until today, the city experienced a vertical development boom witnessed by large-scale redevelopment on its barrier island and downtown. This explosive growth was not matched by investments in infrastructure capacity, redundancy, and resiliency. Missteps occurred along the way, including transferring more than $20 million annually from the Water and Sewer Fund to the General Fund as a "return on investment", reduction in preventative maintenance activities, and failure to modernize its primary water treatment plant. The consequences of these decisions would surface years later as sewer main breaks, water line breaks, and flooding would disrupt life throughout the city. The City has identified more than $1.2 billion in needed infrastructure improvements over the next 25 years. In addition to rectifying years of disinvestment in its water utilities, the City's park system and public safety facilities have suffered a similar fate. The City is now implementing a $200 million parks bond and $100 million replacement police headquarters bond referendum to improve those facilities.

Sea level rise is Fort Lauderdale's second biggest issue. Fort Lauderdale has made adaptation to climate change and rising sea levels a top priority. Many neighborhoods in Fort Lauderdale now experience chronic flooding on a regular basis. According to recent projections issued by the Southeast Regional Climate Change Compact, 10-17 inches of sea level rise by 2040 and 21-64 inches are possible by 2070. The City now requires the impact of sea level rise to be incorporated in future infrastructure master plans. Also, City-owned seawalls are being replaced and elevated, tidal valves have been installed in flood-prone areas, and the City is exploring the feasibility of raising road elevations in certain neighborhoods that are threatened by sea level rise.

Fort Lauderdale's housing costs are now among the highest in the nation. More than 60 percent of households in the city spend more than 30 percent of their income on housing. The price of single-family homes has increased 41 percent since 2013. In 2018, the median sale price for a three-bedroom home was $440,000. A four-bedroom home is now $835,000. Given the high cost of homeownership, many are forced to rent; however, rental costs are equally unaffordable with the average two-bedroom rental costing $2,705 monthly. Three bedrooms, $3,204. The City is attempting to incentivize various housing types to support all income groups by providing zoning incentives such as height and density bonuses, no- or low-interest loans, or grants to developers to facilitate the construction of more affordable units. Without an affordable and diverse housing stock, the city, county, and region will not succeed in creating a diversified and balanced economy.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

Cape Coral is a jewel for public administration professionals to practice their craft in a progressive environment. The challenges in Cape Coral are similar to those I have faced throughout my career as a city manager or deputy manager. For those reasons, I believe that the combination of my experience as a proven leader understanding local government in Florida, the ability to work with elected and appointed officials and the ability to understand and solve problems will allow me to excel as Cape Coral's next city manager.

Rob Hernandez

Many can manage but few can lead. Management is something I did earlier in my career; at this point in my professional career and personal life, I believe it is more important to exercise leadership. As leaders, we must communicate a clear vision and direction. We must demonstrate a passion for what we do – that is, to make a difference every day. For me, leadership is situational. When time, resources, and skills permit, my leadership style is participatory and collaborative. In other circumstances, it must be directive.

Great leadership is infectious. People are your greatest assets. It is important to create an environment where people want to work hard by making things fun, challenging, and rewarding. I believe in building a positive work climate where people are appreciated and valued. I like to consider myself a "macromanager" rather than a micromanager. I view my role as explaining the project or task, the expected result and deadline, and monitoring performance on a regular basis. I track projects and assignments using a Sharepoint site and meet with staff on a routine basis to review progress. I meet with staff more frequently on an as-needed basis. I describe what needs to be done, provide them the resources, get out of their way, and hold them accountable. So far, I think this approach has worked.

I am confident that staff and elected officials would describe me as professional, thorough, hard-working, ethical, honest, opinionated, and transparent. They would hopefully view me as engaged, participative and inclusive and valuing open communication and feedback, while also allowing for empowerment and accountability.

Two strengths that others will point to are my transparency and ability to make strategic decisions. In terms of a weakness, I believe that my commitment to my organization and loyalty to my teammates has led others to conclude that I can be defensive at times.

Regarding performance measurement, I believe it starts at the top with the governing body establishing a clear strategic vision for the organization, and cascades downward. Once key strategic objectives are defined by the governing board, it is the manager's job to develop strategies to meet those strategic objectives. Business units then must identify those operational efforts and measures that are aligned with the strategies and long-term objectives. Those help form the basis for developing individual performance measures that are included in performance reviews.

In terms of a significant professional achievement, the revitalization of the Fulton Industrial District (FID) in metro-Atlanta, one the largest industrial, warehousing and logistics centers in the southeastern United States, is one that I am most proud of. In the fall of 2008, I toured FID as Fulton County's new deputy county manager. What was once a leading center of economic activity was now rife with rampant prostitution, open drug sales, shuttered buildings, neglect, and decay. FID was well into a state of decline that began in the 1980s as its warehouses were abandoned for taller and larger ones elsewhere and manufacturing disappeared overseas. I observed conditions that I had never seen in my career until that day. Families called extended stay motels home. A police detective explained how FID was the child prostitution hub for the entire metropolitan Atlanta region. After a woman was found locked in a dog crate in one of FIDs many hotels, I was horrified and said: "not anymore – not on my watch."

For the next three years, we made it our mission to make FID better. We used every conceivable resource within county government and put together a team of county agencies that included everything from arts to zoning. We rolled up our sleeves and went to work. We attacked the issues from every angle: from health to human services to public safety. With the help of a dedicated team, we accomplished a remarkable turnaround that included:

- Adoption of the Fulton Industrial Redevelopment Framework
- Designation by the State as an "Opportunity Zone", providing needed economic incentives
- Establishment of the Fulton Industrial Community Improvement District, a self-taxing entity to take on area wide governance and improvements
- Establishment of the South Fulton Service Center which relocated two county commissioners, police, fire, and all other unincorporated area services to FID

Today, FID is healthy and vibrant. It is now a place where businesses invest rather than flee.

My biggest disappointment thus far involves the establishment of a fire assessment fee in Savannah. A $14 million budget deficit welcomed me upon arriving in Savannah in October 2016. As I tackled the deficit with my new team members, I realized the City had a structural imbalance that needed a long-term solution. Although revenue growth was respectable, it lagged projected expenditures well into the future. Working with the city council, we agreed to a stopgap approach for Fiscal Year 2017 with the understanding that we would bring back long-term options the following year. Fiscal Year 2018 presented a $12 million imbalance and to address it, I proposed a fire service assessment using an approach and the same consulting firm as Cape Coral. After spending considerable time and effort creating such a fee, the city council adopted the budget with this fee. The fee provided financial stability, allowed us to lower the millage rate, and provided resources to address capital needs and service priorities. The fee was controversial and faced stiff public resistance. Continued opposition to the fee caused the city council to reverse its decision midway through the fiscal year, requiring us to identify more than $16 million in new revenue and expenditure reductions. Rescinding a budget halfway through the fiscal year was disruptive to operations. In retrospect, I did not anticipate such stiff opposition since we held more than 60 community meetings and thought we had obtained community buy-in to the extent we could. Newspaper editorials supported our approach. In the end, the fire assessment was reversed, the equivalent of two engine companies eliminated from the fire department's budget, and the millage rate increased. The painful lesson I learned throughout all of this is that local government must do a better job educating the public on how well it is performing and safeguarding the public's resources. It was a painful lesson – it still hurts to sit to this day.

Employee terminations are always an unfortunate aspect of what we do as leaders. Unfortunately, I have had to dismiss employees throughout my career for poor performance or poor leadership. While it is never an encounter that brings pleasure or satisfaction, these separations were not a surprise to the affected individual. In every instance the individual was counseled and made aware of performance deficiencies beforehand, corrective actions identified, and the consequences of not meeting the performance standards explained. I hope that in every instance, I treated the employee with respect and dignity. I allowed them to "write their final chapter" with the organization and

allowed them to leave at the top of their game with a celebration of their accomplishments to the organization.

The issues and challenges facing Cape Coral's next city manager are:

- Leading in the Post COVID-19 Era.
- Ensuring continued Smart Growth.
- Continuing to expand and upgrade critical infrastructure.

Sadly, Cape Coral's next city manager will have to lead the organization through the aftermath of Covid-19's devastation. Although the City has a diversified revenue base not overly dependent on one specific funding source, it can expect revenues of all types to be impacted. While the financial realities of the pandemic will become clearer in the months to come, Cape Coral's next city manager will need to assess the financial impacts and determine how to continue basic municipal services, allow for certain aspects of the local economy to resume and balance the workforce and service demands with the new fiscal realities.

Second, Cape Coral's next city manager will need to continue to position the city for growth once the post-COVID 19 recovery begins to take shape. The City will need to continue progressive land use policies and zoning incentives to attract orderly and smart development to greenfields and redevelopment. Promoting growth in the tax base and employment for the city's residents must be a top priority. Fortunately, Cape Coral is well-positioned to attract further economic investment once the nation and the state adjust to the realities of the post-pandemic world.

Finally, investments in infrastructure must continue to drive the next city manager's agenda. During difficult times, many municipalities defer or eliminate investments in critical infrastructure improvements. This is a grave mistake and the next city manager must avoid the urge to gut capital investment plans. Since capital investments are long-term in nature, it is important that Cape Coral's next city manager appreciates the need to ensure adequate investments are made in all facets of municipal infrastructure including roadways, water utilities, facilities, and information systems. For Cape Coral, this includes expanding infrastructure utilities to areas currently not served plus parks and open space to accommodate neighborhood growth. The benefits of such continued investment will pay off in the longer-term. It is important to take a long-term view rather than an immediate one, however painful it may be.

If selected for the position, during my first six months I will:

- Listen, listen, and listen to understand issues, challenges, and desires of all stakeholders: elected officials, neighborhood groups, organized labor, business community, education representatives, the local media, and others;
- Forge a close relationship with the City Council and Mayor;
- Review goals and objectives for the organization with the Mayor and City Council;
- Reach out to department directors and learn about their challenges, priorities, and programs;

- Meet as many employees as possible by conducting several "town hall" sessions;
- Establish trust and credibility with all stakeholders; and.
- Become familiar with the community and it is culture.

As for media relations, I appreciate the work the media does. The media can be a great asset if managed properly and cultivated. Being open and honest with them is important. Integrity is an essential part of the relationship with the media. In Savannah, I practiced an open-door policy with the media and reserved a better part of Tuesdays to meet with them. I am not aware of anything in my background that could be considered embarrassing to a potential client.

Social media is an effective tool in keeping the public informed and is changing how government communicates with its various constituencies. I have used social media, primarily twitter, to keep interested individuals informed with short briefs on an issue. This helped us shape our story and put us in leading the community conversation rather than delegating that role to media. I have used social media to help sustain interest on an issue and to keep the public informed on upcoming discussions or significant events. During workshops or regular meetings of my elected body, we would "tweet" aspects of the discussion. In Fort Lauderdale, we rely on ZenCity to help us mine social media on a regular basis to help us gauge public sentiment on a variety of issues.

There is "no dirt" on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night. I also treat people with professionalism and respect. I am honestly not aware of anything in my professional or personal lives that could be viewed negatively. However, while serving as the city manager of Savannah, there were a few individuals who were not supportive of my efforts or views. You may find some blogs critical of my opinion on building materials in the city's landmark historic district, my hesitance in assuming the operating costs of a regional expressway, and of the ill-fated fire assessment. Regardless, I always conducted myself professionally and never brought any negative attention to the elected officials or the organization I worked for.

My personal interests include the outdoors and pursuing home improvement projects.

ADJECTIVES OR PHRASES THAT DESCRIBE ME:

Driven, Professional, Focused, Disciplined, Organized, Thorough

REASONS FOR CONSIDERING LEAVING CURRENT POSITION:

I am considering opportunities beyond Fort Lauderdale because I believe that I can have a greater impact on an organization and a community by serving in the top leadership role.

CURRENT SALARY

+/- $217,000 plus $4,680 auto allowance and $1,310 cell phone allowance.

CB&A Background Checks

Background Check Summary for ROBERTO HERNANDEZ

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
State	
Florida	No Records Found
Georgia	No Records Found

Civil Records Checks:

County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
Federal	
Florida	No Records Found
Georgia	No Records Found

Motor Vehicle	
Florida	No Records Found
Credit	Very Good
Bankruptcy	No Records Found
Education	Confirmed
Employment	Confirmed

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern.

Background Check Summary for ROBERTO HERNANDEZ Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: ROB HERNANDEZ

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes ☐ No ☒
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes ☐ No ☒
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes ☐ No ☒
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☒
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☒
6. Have you ever been charged with driving while intoxicated?
   Yes ☐ No ☒
7. Have you ever sued a current or former employer?
   Yes ☐ No ☒
8. Do you have a personal My Space, Face Book or other type of Web Page?
   Yes ☐ No ☒
9. Do you have a personal Twitter Account?
   Yes ☐ No ☒
10. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
    Yes ☐ No ☒
11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
    NONE

Attested to: _____
Signature of Applicant

Please email this form via PDF DOCUMENT to Lynelle@cb-asso.com or via fax to (888) 539-6531 no later than 5:00 PM PST 04/13/2020.
(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

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CB&A Reference Notes

Elizabeth Taschereau – Director of Developmental Services, City of Margate, FL
954-884-3686 954-218-9798

Ms. Taschereau has known Mr. Hernandez since 2011 when he was hired as the Deputy City Manager for Coral Springs. She was the Community Redevelopment Agency Coordinator and reported to him. She later followed him from Coral Springs to the Savannah when he became the City Manager. She had enjoyed working for him and had wanted to continue learning from him so much that she willingly commuted between her home in Florida to her job in Georgia. After he left Savannah to go to Fort Lauderdale, she also left.

Mr. Hernandez was a successful and professional leader. He had strong project and time management skills. Ms. Taschereau especially admired how well he kept track of numerous project deadlines on his calendar, which she had access to when working under him. He worked well with team and delegated excellently. The only possible weakness he had was his high expectations. He strove to accomplish much, and he expected his staff to perform similarly. Such expectations may have been overwhelming for some who were unsure of their abilities to accomplish their tasks. However, staff members were able to look back and be amazed by how much and how well they accomplished those tasks. Though his high expectations were a challenge for some, many Cities turned around for the better because of his drive.

Mr. Hernandez worked on numerous high profile projects, such as building a new city hall. The old city hall was built in 1905. It was very much out of date and far too small for a city of Savannah's size. That said, building a new city hall spurred a great deal of controversy over architecture and location. Recognizing it as a critical need, Mr. Hernandez took charge of the project and eventually achieved community acceptance of the building's location downtown and of the architecture. It all came about in approximately a year and a half and the new city hall celebrated its grand opening in 2018. Another significant project he worked on as upgrading the City's arena while working with a management company. He was able to renovate the facility while negotiating a contract that was eventually approved by the County Commissioner. It was a huge accomplishment.

Mr. Hernandez was very inclusive of employees in projects, meetings, emails, status reports, memos, and other forms of communication. He communicated in a way they easily understood, and he expected his staff to communicate with him. Such an inclusive mindset was different for staff from the Cities of Coral Springs and Savannah, where the culture was less inclusive. He managed several internal and external projects that involved multiple people across different divisions. Many commented how they had not enjoyed such high communication levels before Mr. Hernandez came. Previously, little communication occurred between divisions. As such, decisions were delayed and less efficient. When he effectively included different groups to integrate on multi-division projects. He helped projects move forward.

Mr. Hernandez also generally made good decisions. He had high integrity. He made the best recommendations and decisions possible for the community as a whole. He did consider the input of groups with special interests, but he strove to make the best possible decision. He also made good decisions with staff members. For example, he reorganized the Savannah City staff, which

composed of approximately 2,400 employees. This momentous change created openings, which he filled with sharp and high performing individuals. The new employees immediately began planning and establishing standard procedures. The City began to change, and consequently, so did the community. Furthermore, Mr. Hernandez greatly believed in committees. He formed several committees with the Human Resource Department and with staff, sometimes even bringing in external panel members if necessary. He wanted people in high-level positions to make decisions together.

As a great public speaker, Mr. Hernandez worked well with the public. He always remained composed and professional. He had excellent presentation skills. People were generally perceptive to his ideas when he spoke, and he communicated well when invited to speak for different organizations. Even if some people at those meetings were exceedingly unprofessional toward him, he managed himself well. He performed well despite those difficulties. In addition, Mr. Hernandez worked well with individuals. He educated others, providing recommendations on what the Mayor and others needed to vote on. Because of these interpersonal abilities, Mayor and Councilmembers voted on multiple successful projects. Moreover, Mr. Hernandez had good financial skills. He used a hands-on approach with the city budget and worked closely with chief financial officers and the Budget Director. He wanted to ensure he understood the budget accurately.

Though a change agent, Mr. Hernandez did not seek change for the sake of change. He carefully evaluated a City's situation, whether involving technology, processes, or even City culture. He observed how others managed tasks before he made necessary changes to keep the City moving forward. Ms. Taschereau has done her best to incorporate this valuable lesson into her own leadership skills. Also, Mr. Hernandez an effective problem solver. He solved numerous issues that had existed for long periods of time. Some problems required many changes and more money, which made certain solutions difficult to implement. He attempted to solve these, and then he put plans into place to initiate these necessary changes once enough resources were available. Other problems were out of his realm of influence. As such, Mr. Hernandez made good recommendations, even if people did not follow his advice.

Ms. Taschereau is unaware of anything in Mr. Hernandez' personal or professional background that will concern a future employer. She would definitely hire him if possible. As someone who has worked for him, she knows how good he is at overcoming challenges and managing a city. Mr. Hernandez is passionate about municipal work. He wants his employers to be high-performing organizations. He has been and will continue to be a very good Manager.

Words or phrases used to describe Roberto Hernandez:

- Successful,
- Professional,
- Collaborative,
- Inclusive,
- High integrity,
- Good speaker, and
- Influential.

Strengths: Project management, leadership and staff management, presentation abilities, financial understanding.

Weaknesses: His high expectations can be daunting at time, but his expectations drive people to accomplish goals they previously thought they were incapable of achieving.

Skye Patrick – former Director of Libraries, Broward County, FL 562-940-8400
562-659-1155

Ms. Patrick has known Mr. Hernandez since 2014. She really enjoyed working with him and learned much from him.

Public Administration was Mr. Hernandez's strong suit. He was thoughtful and he understood County policy and procedures very well, which meant he navigated in a way that was very helpful to his department. He did not know much about the library system when he was hired, but he studied and learned about how they operate and developed a good understanding.

The Directors hired by Mr. Hernandez were very good selections. He sat on the panel that hired the Finance and Business Administrator, and helped with the searches for the Aviation Director and Human Services. When making decisions in general he was very thoughtful and took the time to gather information.

In general, Mr. Hernandez maintained the organization at a high level and had learned from his department heads to be innovative and creative. They had a monthly meeting where Mr. Hernandez provided information on organizational changes. Ms. Patrick headed a very large organization with many issues. He was always available and responsive.

Some community members were very aggressive. Mr. Hernandez took the time to attend both scheduled and off the cuff meetings with individuals who had concerns about an issue. His openness and willingness to address an issue immediately, without any delay, was impressive.

In his capacity Mr. Hernandez really tried to lead the organization, and was creative and thoughtful in meeting goals. He worked very well with the Board, which consisted of nine voices with sometimes conflicting concerns. He protected the department heads when necessary and did a great job balancing the administration and the politics, which is no small feat.

Several major personnel issues involving union members were escalated to upper management. Mr. Hernandez was not required to attend the meetings but he came to help negotiations. The union had between 500 and 600 members. He helped navigate the very rocky road between the union relationship and County protocol. He showed great initiative in addressing problems that existing prior to his arrival. He helped resolve long-standing issues in only 2 to 3 meetings.

Mr. Hernandez was given directives to create a business plan for the new Panther Stadium. The process took several months and he worked with several departments to create the business model. He also worked on a new transportation plan that was very complex. The process has spanned for several years and involves 15 of the 31 cities in Broward County.

They were short 800k in a capital budget of $5 million dollars. Mr. Hernandez worked with the staff to review the overall budget and prioritize projects. Several of the big-ticket items related to technology were prioritized, and he found a way to upgrade their enterprise software.

They only knew each other for a few years, but Ms. Patrick does not know anything controversial that involves Mr. Hernandez.

Broward County has a $6.5 million dollar budget with 31 cities plus some incorporated areas. Ms. Patrick would hire Mr. Hernandez and feels he is well suited to run a community the size of Broward County or slightly larger. Every department head he worked with has a positive opinion of his management and leadership qualities. Employees are comfortable working with him and felt very supported by him. He ensured that Ms. Patrick had the financial resources she needed. She confidently recommends him for a Manager position.

Words or phrases used to describe Roberto Hernandez:

- Extremely thoughtful,
- Very intelligent,
- Incredible business mind,
- Perfectly capable administrator,
- Incredible leadership qualities, and
- Shows initiative and foresight to present quantifiable outcomes.

Strengths: Thoughtful; understands policy and procedures; public administration; learns what he needs to know.

Weaknesses: He could have a greater understanding of the different lines of work that each department head was responsible for.

Van Johnson – Mayor, City of Savannah, GA 912-651-5988 912-651-6444

Mr. Johnson worked with Mr. Hernandez between 2016 and 2019 when Mr. Hernandez became the Savannah City Manager. Mr. Johnson and Mr. Hernandez had a good relationship.

Mr. Hernandez performed decently as City Manager. He was smart, strong-willed, and a hard worker. He was a workhorse who innovatively tried to find solutions to problems. He was always quite professional, cordial, and direct. At times, his passion and directness may have caused people to think Mr. Hernandez was emotional or overly direct. However, these traits were a function of his military background.

Mr. Hernandez had good communication skills. He kept Mr. Johnson informed via email, phone, and personal communication when appropriate. Mr. Hernandez generally made good decisions and usually made good decisions when hiring personnel. He was customer service oriented. He accomplished tasks in a timely manner.

Additionally, Mr. Hernandez tried to make the City to a high-performing organization. He recognized several structural financial issues within the City and put the City on track. He was

both a leader who rallied employees around the organization's vision and a manager who oversaw processes behind a desk. He worked hard to effectively solve problems to the best of his abilities. For example, he brought about a strategic plan for the City, which had not existed prior to Mr. Hernandez's arrival. He led the Council and the organization to determine a goals and priorities. The Savannah Forward strategic plan is still currently used.

One of the largest criticisms against Mr. Hernandez was that he was less social than the public expected their Manager to be. Certainly, he was kind and polite. He had experience working with the public and sometimes was out in the public attending community meetings to represent the organization. However, he often worked more than he socialized.

At times, Mr. Hernandez experienced some difficulties wading through the City's Council-Manager form of government. These hardships were not entirely his fault because some councilmembers violated these lines at times. Usually, Mr. Hernandez persevered. Eventually, these challenges became too much for him to bear. For example, he proposed instituting a City fire fee similar to what Florida cities used to address the City's structural deficits. The Council accepted the idea. However, when the public became upset with the fee, the Council blamed him for the failure. Furthermore, the previous Mayor needed a scapegoat for some of his poor decisions and blamed Mr. Hernandez – even though the City Manager only carried out decisions made by the City Council.

Mr. Johnson is unaware of anything in Mr. Hernandez's background that will concern a future employer. If given the opportunity to rehire Mr. Hernandez, Mr. Johnson would consider him as a candidate. Given the difficult circumstances in Savannah, Mr. Hernandez was a great Manager.

Words or phrases used to describe Rob Hernandez:

- Smart,
- Strong-willed,
- Hard worker,
- Good work ethic,
- Innovative, and
- Professional.

Strengths: Work ethic, innovative solution finding.

Weaknesses: Mr. Hernandez's passion and directness may have been misconstrued as being emotional or overly direct.

Claudette Bruck – former Commissioner, City of Coral Springs, FL 954-562-2526

Ms. Bruck has known Mr. Hernandez since 2011. He was their Deputy City Manager for all too short of a time. They were sad to see him leave and would love to have him back.

Mr. Hernandez was extremely bright, very diligent and focused. When he first came to the city he first stood back and analyzed the organization. When it was his turn to speak, he impressed

everyone. His presentations are flawless but factual. Everything he said was entirely trustworthy; he presented information he could stand behind.

Their interactions were all professional. Mr. Hernandez was very respectful. He listened and was prompt in responding to inquiries. His decisions when hiring personnel were very good. He was innovative and operated at a high performance level. He listened, assessed a situation, and then came forward with an excellent recommendation. He was very experienced and innovative.

Mr. Hernandez frequently gave presentations at workshops, commission meetings and community meetings and always did an excellent job. He had good rapport with the audience and a demeanor that invited trust.

Mr. Hernandez kept the Commissioners informed as appropriate. The Manager's office operated independently of the Commission. Rather than reporting in on a daily basis, they did so at special meetings or as needed. Mr. Hernandez did not have the opportunity to work one-on-one with residents, but he did present information about projects to the community. He was always prepared and answered questions on the spot.

The Commission received much information from varying sources, and the information was not always accurate. They felt very fortunate to have Mr. Hernandez on staff and trusted his accuracy. He led the organization well because he earned the trust of employees.

Mr. Hernandez played a significant role in pension discussions. He responded to questions at community and commission meetings. He followed through and was customer service oriented. He always did what said to do. He was not directly involved in the finance department or the creation of the budget, but he had a good understanding of the numbers.

Ms. Bruck is unaware of any controversy involving Mr. Hernandez. She would hire him and feels he would be a great Manager. He was knowledgeable, experienced, task oriented, focused, and could always be trusted. His departure was a tremendous loss to Coral Springs.

Words or phrases used to describe Roberto Hernandez:

- Trustworthy,
- Bright,
- Quick study,
- Serious about his position,
- Honorable, and
- Innovative.

Strengths: Very thorough; brought an idea forward only after it had been thorough researched; good at identifying problems and determining solutions.

Weaknesses: None identified.

Brooks Stillwell – former City Attorney, City of Savannah, GA 912-484-1690

Mr. Stillwell worked with Mr. Hernandez between 2016 and 2019. During this time, Mr. Stillwell was the Savannah City Attorney and Mr. Hernandez was the City Manager. They worked closely together daily and reported to the City Council.

Mr. Hernandez was a great City Manager operationally. He worked hard and had good fiscal planning abilities. He had several good ideas for the City and was a good strategic planner. He possessed a long-term vision of what he wanted to accomplish and strove to quickly achieve those goals. He was driven and dedicated.

Mr. Hernandez managed day-to-day operations exceptionally well. He worked well with staff members and those close to him in the office. He met with Mr. Stillwell during weekly meetings with City leaders and kept the City Attorney well informed.

As a change agent, Mr. Hernandez came in and proposed several changes to help the City run better. He initiated several positive transformations, such as with implementing the City's strategic plan. However, Mr. Hernandez implemented other changes too quickly for the historical City to handle. For example, he tried to completely change the City's property exchange, planning, and financing. Each area's change was tough individually, but all these at once were especially difficult to maintain.

Savannah is a very unusual city. Its roots go back almost 300 years and Mr. Hernandez did not fully appreciate how the City's unique historical culture differed from the culture found in his previous positions in Florida. In past jobs, he rarely handled city politics as the person second in charge. In Savannah, he had to involve himself more than he had previously done. The City traditionally expected the City Manager to be its Chief Executive Officer and to be heavily involved with the entire community outside of city government organization. As such, Mr. Hernandez had to work with county officials, chamber commerce, state legislature, and community leaders. Though Mr. Hernandez worked well with staff, he did not see community politics as part of his job, which was a large issue for the City. He frankly did not anticipate the public blowback from some of the programs he recommended the City Council implement. As such, he faced many challenges.

Even though many of his ideas were conceptually good, Mr. Hernandez was unable to bring the public to side with his solutions. For example, he tried implementing a fire fee to unburden property owners' taxes. He saw the fee as a method of fixing the City's fiscal problem. Though he initially had the Council's support, Mr. Hernandez eventually faced huge public backlash. Then some council members tried to politicize the plans which led to the fee being poorly implemented. Mr. Hernandez also tried to implement a union contract with the fire union, which ended up facing public blowback as well. He had little Council support because such a plan did not translate well to Georgia.

Eventually, Mr. Hernandez left the City to return to Florida. Both his wife and he were unhappy with how rough this period was for them. He gave several months' notice before his resignation.

Despite these issues, Mr. Hernandez was a great City Manager. He spoke well with public groups. He was an excellent fiscal manager. He generally made good decisions and hired personnel quite conscientiously. He was particularly customer service oriented. He was a leader who had a vision of how to accomplish goals and who tried to mold the City's organizations to this vision. He accomplished tasks in a timely manner. He set goals and timeframes to move forward. He solved several problems effectively. He successfully implemented the complete reorganization of the City's organizational department. He worked hard through stress to overcome issues. He also was outstanding with crisis management, such as when the City dealt with two hurricanes.

Any future employer will need to discuss what they expect Mr. Hernandez to do and what he expects to do with public and community leadership. These clear explanations are critical. Mr. Hernandez will perform well under a strong County Manager or strong Mayor who assumes all roles of working with the public. Mr. Hernandez understands how this type of government is organized and will do well in this system. Mr. Hernandez was an excellent City Manager on a whole, just not for the City of Savannah.

Mr. Stillwell is unaware of anything in Mr. Hernandez's personal background that will concern a future employer. Though Mr. Stillwell would not rehire Mr. Hernandez for the City of Savannah, Mr. Stillwell would definitely hire Mr. Hernandez for most any other municipality. A future employer will not find a more dedicated, hardworking person who can implement ideas well. Mr. Hernandez has been and will continue to make a good Manager.

Words or phrases used to describe Rob Hernandez:

- Tremendously hardworking,
- Good strategic planner,
- Aggressive in a good way,
- Dedicated, and
- Visionary.

Strengths: Long-term planning, fiscal planning, management skills.

Weaknesses: Interacting with public and political leaders was hard for Mr. Hernandez, who was used to a more strictly managerial position.

Zachary Williams – former Fulton County Manager, GA 404-990-6545 404-371-2881

Mr. Williams has known Mr. Hernandez since 1994. They worked closely from 2008 to 2011 when Mr. Hernandez was the Deputy County Manager. He did an excellent job. His work performance, personality, and interactions were outstanding. He was handpicked from South Florida to come and work for Mr. Williams.

Mr. Hernandez had an excellent work relationship with his elected officials. They trusted that what he said to had been well researched. He earned their respect and represented Mr. Williams very well.

Once he had been given a problem to solve, Mr. Hernandez was tenacious. He marshaled resources and focused them through team building to get the job done. He did not shy away from challenges. He was patient when it was warranted; however, it did not come naturally to him.

Mr. Hernandez preferred face-to-face interactions whenever possible. If meeting a person directly was not an option, then he used the phone. He was an excellent writer and could be successful using email; however, he had developed respect from his subordinates by meeting with them personally, listening to their issues, and explaining his thoughts.

Depending on the nature of the decision that needed to be made, Mr. Hernandez responded quickly. Circumstances that required gathering facts may have taken him longer. He was not indecisive but rather took the appropriate amount of time to gather the information and opinions he needed to make good decisions.

Mr. Hernandez hired good employees. In some instances where a hire did not work out, he did all he could to work with them. He went through exhausted hiring practices involving many stakeholders. He was analytical and used that to his advantage in the hiring process.

Mr. Hernandez was innovative but did not try to change things just for the sake of change. He was mature enough to leave a process alone when it worked well. He had improved existing processes in Fulton County.

Mr. Williams was proud of the redevelopment that was carried out on Fulton Industrial Boulevard. Under Mr. Hernandez's leadership, an area known for drugs, prostitution, and crime had reversed its negative direction to become an area where businesses wanted to locate. Mr. Hernandez created momentum in this large container warehousing district. He acquired State funding and formed a commercial improvement district.

There were very few tasks in public service Mr. Hernandez could not do well. He is ready to take the helm of an organization and become a Manager. Mr. Williams gives him his full and complete endorsement and support. Mr. Hernandez was one of the best public servants Mr. Williams has ever worked with.

Words or phrases used to describe Roberto Hernandez:

- Embodies what public service should be,
- True believer in the mission to make other people's lives better,
- Tenacious,
- Analytical,
- Hardworking, and
- Professional.

Strengths: Problem solving; tenacity; marshaling resources; and team building.

Weaknesses: He could be patient when it is warranted; however, it did not come naturally to him.

Dele Lowman – former Assistant to the County Manager, Fulton County, GA
(404) 612-8331

Ms. Lowman worked with Mr. Hernandez in the Fulton County Manager's Office. She had known him since 2003 where they worked together in Broward County. They had a good working relationship. He was very diligent and mission focused.

When Mr. Hernandez first arrived in the Administrative Office in Broward, she was working as a graduate being mentored by the County Administrator. She was told to watch Mr. Hernandez and learn from how he took a task, broke it into small parts, and organized people to get the job done. If there was something he did not know he studied to become more effective.

Mr. Hernandez and Ms. Lowman had philosophical differences yet got along quite well. His military background had shaped his personality and made him the driven person he was. He worked well with elected officials. He spent most of his time with the commissioner over the unincorporated areas. Though their interests were not always the same, they worked well together. He had the respect of the commissioners. Mr. Hernandez valued loyalty. His greatest strengths were diligence and following through. No matter how difficult a situation had become, he did what he needed to for the best interest of the community.

Laser focus was both strength and a weakness for Mr. Hernandez. In his current role as second in command, he did what he was asked without stepping back to see if there was another way. If he was the final decision maker, perhaps that would have been different. Unlike many managers, Mr. Hernandez did not have an aversion to staff meetings. He liked to speak with people face-to-face. He was more than capable of interacting via telephone and email, but he favored the personal approach when dealing with direct reports.

Mr. Hernandez was a great public speaker. He had a teaching background in the military. He interacted well with the public and dealt with residents often in the unincorporated area.

One task Mr. Hernandez was asked to take on was building the first amphitheater on the south side of the county. It was an overwhelming project with an unreasonable timeline and difficult budget. He did an outstanding job and followed it through to opening day.

There are certain people Ms. Lowman has worked with that she would hand pick to be on her team and Mr. Hernandez is one of them. She highly recommends hiring him.

Words or phrases used to describe Roberto Hernandez:

- Focused,
- Reliable,
- Diligent,
- You can trust him to do what he says,
- Professional and,
- Hard working.

Strengths: Diligence; follow through; loyalty.

Weaknesses: Laser focus, however he might step back if he were the manager.

Bill Durrence – former Alderman, City of Savannah, GA 912-247-8108

Mr. Durrence worked with Mr. Hernandez between 2016 and 2019. At the time, Mr. Durrence was in his first term as Alderman. Mr. Durrence was one of the Savannah City Councilmembers who hired Mr. Hernandez to be City Manager. Mr. Durrence was one of Mr. Hernandez's directors.

Mr. Hernandez possessed an impressive and thorough understanding of the City. He had extensive knowledge from public works to finance. He was as open as possible with councilmembers. Even though working for nine directors made things complicated, Mr. Hernandez was exceptionally competent and provided numerous innovative ideas. He was good internally and developed good staff relationships. He accomplished tasks in a timely manner. He was highly skilled in running the City.

Mr. Hernandez offered many solutions to the City's issues. He helped councilmembers understand the reason for the City's problematic budget stresses. Although the City was a successful destination for tourism, very little of that money went to the City's coffers. Certainly, some sales tax revenue came to the City, but most went to businesses involved with tourism. Mr. Hernandez clearly identified the City's financial stress points.

As good as he was with finances, Mr. Hernandez struggled to maintain public posture as Savannah City Manager. First, he underappreciated the historical nature and character of the City that brought much community pride. Because historic landmarks and districts made the City different, many people expected solutions to be likewise unique. Local attitude often discouraged researching how other places solved similar problems. Mr. Hernandez's approach to look at other cities' solutions made people feel slighted. As such, he missed an opportunity to engage early and gain the public's support. Second, he was generally more of a hands-on manager who seemed uncomfortable interacting in social management of a highly networked City. He was more comfortable rolling up his sleeves and working than being a public face for the City. Because he did not engage people to his side, he was less effective than he could have been.

Mr. Hernandez generally made good decisions. He also hired well for many top staff members, including the Fire Chief, Police Chief, and Human Resources Director. He often reached out to other senior staff when looking for personnel, and this collaborative approach was helpful. Some personnel he inherited were not highly qualified for their positions. At one point, Mr. Hernandez successfully moved senior personnel to fill vacancies. Prior to this major shuffle, staff members were scattered all over the City, causing much unnecessary work. He consolidated staff, thus making processes more efficient. Occasionally, Mr. Hernandez needed to be more disciplinary, but he eventually let a number of problematic people go. For example, he fired the Director of the Department of Revenue because she was simply unable to fix a particular issue, even after being given adequate time and resources.

Mr. Durrence is unaware of anything in Mr. Hernandez's background or conduct that will concern a future employer. If given the opportunity, Mr. Durrence would rehire Mr. Hernandez. Being new to a large leadership position as Alderman, Mr. Durrence understands the learning curve Mr. Hernandez faced while being City Manager for the first time. Mr. Hernandez was a bright individual who experienced valuable lessons. He was a good Manager.

Words or phrases used to describe Rob Hernandez:

- Knowledgeable,
- Competent,
- Introvert,
- First rate manager,
- Innovative, and
- Open.

Strengths: Financial skills, extensive understanding of how to run a city, executive functioning.

Weaknesses: He did not fully appreciate the City of Savannah's uniqueness and had a hard time connecting with the City's people.

William "Bill" Hubbard – Chief Executive Officer, Savannah Area Chamber of Commerce, GA 912-657-9207

Mr. Hubbard and Mr. Hernandez interacted when Mr. Hernandez was the Savannah City Manager between 2016 and 2019. They have since messaged each other occasionally.

When Mr. Hernandez worked in the City, he communicated fairly regularly with Mr. Hubbard. Mr. Hernandez called and sent emails. He sometimes dropped by Mr. Hubbard's office, and they typically saw each other weekly during city events.

Mr. Hernandez was a decent City Manager. Mr. Hernandez was a good, smart man. He was quite professional and thoughtful. He had good financial grounding. He built good staff around him and organized them well. He generally made good decisions. He also did a great job with reorganizing the city staff. At times, though, Mr. Hernandez made some poor staffing decisions. For example, he left an engineer in a developmental position a bit longer than others might have preferred. Additionally, he let go an assistant city manager by leaving a note on her chair. Although several elected officials asked him to let her go, this approach was unprofessional.

Mr. Hernandez faced difficulties integrating himself in the community. As a first time city manager, Mr. Hernandez was not accustomed to being one of the City's key leaders. He wanted to ensure others did not accuse him of playing favorites. As such, he interacted with the philanthropic, nonprofit, church, and business communities on a purely business level. He experienced difficulty developing tough enough skin to deal with criticism. This weakness held him back and

undermined his ability to be effective. Despite his strengths as City Manager, his inability to fully participate in the community affected the public's confidence in him. He needed to get to know these smaller communities better.

Mr. Hernandez was a good manager who oversaw processes behind a desk. He had great management skills and good knowledge of running a city. He thoroughly researched various solutions and made decisions effectively. For example, he led a team in providing a strategic plan in a fairy short time period. He worked with elected officials to agree to this plan.

Unfortunately, Mr. Hernandez had challenges working through the politics to implement the strategic plan. In one instance, Mr. Hernandez proposed a fire fee to help city finances. Around this time, the City had collected approximately $10 million in revenue. While garnering public support for the fire fee, Mr. Hernandez was also especially transparent with this revenue. Because the public misunderstood how the revenue was not part of the City's own earnings, people were particularly upset with the fee. Mr. Hernandez had admirable intentions to be transparent, but his timing cost him the fire fee concept.

Despite these challenges, he was always polite and diplomatic with people. Even when church groups angrily protested and wanted him fired, he kept going. He handled stress well for the most part and never showed a temper. Eventually, however, Mr. Hernandez and his wife left the City because they felt alone.

Mr. Hubbard is unaware of anything in Mr. Hernandez's professional or personal conduct that will concern a future employer. Mr. Hernandez had been purely professional, honest, and transparent. Although Mr. Hubbard would not rehire Mr. Hernandez to be City Manager, Mr. Hubbard would consider Mr. Hernandez for an Assistant Manager position. Mr. Hernandez was strategic and smart. He would excel in the responsibilities expected of a Deputy Manager.

Words or phrases used to describe Rob Hernandez:

- Professional,
- Good guy,
- Quite thoughtful,
- Polite,
- Diplomatic, and
- Capable.

Strengths: Financial skills, building good staff.

Weaknesses: He was politically weak and often distant from constituents.

John Hearn – City Attorney, Coral Springs, FL 954-344-1011

Mr. Hearn has known Mr. Hernandez since 2011. In terms of job performance, Mr. Hernandez was very energetic and a go-getter. He really moved projects along and stayed on top of them. He was a change agent.

City Hall was in an office that was built by General Electric for selling homes. The City had been trying to build a City Hall since 1993. Mr. Hernandez really energized those involved, and the new City Hall was finally under construction.

Mr. Hernandez was always very involved in the community, and he attended community meetings. He had a very good relationship with the public. He was customer service oriented.

Mr. Hernandez led staff to fulfill the vision of the Board. Employees did not have much appetite for moving forward with the downtown development, which included the new City Hall. He took the bull by the horns and made a very detailed PowerPoint presentation showing all the issues that their current City Hall had. He demonstrated how having a vibrant downtown area would benefit the City and residents. He did a nice job leading the project.

Mr. Hearn was not directly involved with the budget and finances, but in the course of their conversations he came to believe that Mr. Hernandez had good financial skills. Mr. Hernandez completed tasks by the deadline given.

Mr. Hernandez had not been involved in anything personally or professionally controversial. He left Fulton County because his family wanted to return to Florida. When an opportunity opened up on Broward County, he embraced it. He moved forward when doing so made sense.
Mr. Hearn would hire Mr. Hernandez and had a positive experience working with him. Mr. Hernandez would be a good City or County Manager. The five Commissioners and City Manager in Coral Springs loved working with Mr. Hernandez.

Words or phrases used to describe Roberto Hernandez:

- Energetic,
- Outgoing,
- Positive,
- Change agent,
- Engaged, and
- Active.

Strengths: Energetic; very much wanted to make decisions; could shepherd a project from A to Z very well.

Weaknesses: People's greatest strengths are often their greatest weaknesses. Because he moves projects along so well, Mr. Hearn had to slow him down a little and occasionally reminded Mr. Hernandez of a step that needed to be taken in the process.

Prepared by: Danielle Dayton and Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

WLRN News HD1 (FL)
February 21, 2020

Fort Lauderdale Officials Respond to $1.8 Million State Fine for Sewage Spills
Author: *Alexander Gonzalez & Tom Hudson*

Pipes in Fort Lauderdale keep breaking--it's been an almost daily reality for many people living and working in the city. More than 200 million gallons of sewage have spilled from busted pipes in Fort Lauderdale since December. The state responded to the sewer spills this week. The Florida Department of Environmental Protection fined the city almost two million dollars. That amount is based in part on how much sewage has spilled. On the South Florida Roundup, host Tom Hudson talked about the issue with WLRN's Broward County reporter Caitie Switalski and Fort Lauderdale's deputy city manager **Rob Hernandez**.

Here's an excerpt of their conversation: Tom Hudson: What are the funding options if the city has to pay the state this $1.8 million fine or any fine for that matter?

Rob Hernandez: Well, if we have to pay the fine, it's either going to have to come out of the Water and Sewer fund or the city's general fund. And again, we believe that $1.8 million will best serve our local residents and our taxpayers by being reinvested into some of these projects rather than just going in and being deposited into a general fund at the state level. We're not being critical of the state. We understand that they were in the position where they felt that they had to take some sort of action. But we're hopeful that we'll be able to work something out that is slightly different than just the fine.

Caitie Switalski: When it comes to the punitive nature of the fine, $1.4 million of the $1.8 million is civil penalties based on how much sewage and how many days the sewage spill went on. I know the city is in the middle of weaning off trying to take money out of those funds [general or Water and Sewer funds] to balance the regular budget. That was a practice leftover from the last city administration. But if the city has to pay part of this fine out of those funds again, have you heard from any residents about that?

Hernandez: No, we haven't heard from any residents. And certainly I don't think it's going to change the practice. The city commission has made it abundantly clear that we were going to transition away from transferring funds from the Water and Sewer fund into the general fund. The city commission that's currently in office directed the city manager to transition us over a four-year period. They have since directed us to accelerate that transition. And that's something, going into next fiscal year, that we're certainly looking at. If there's an opportunity to return those funds at midyear this year, that's something that our city manager is looking at. But I don't think that the fine is going to derail us from making progress. And using your word, "weaning" ourselves off of that budget transfer. We're under clear direction that the funds that are generated by the Water and Sewer fund are going to go back into the necessary improvements that need to be made. And certainly we've been working in that direction for the last couple of years and we will continue to do so.

South Florida Sun Sentinel (FL)
July 23, 2019

Fort Lauderdale: Contractor Who Broke Water Main Wasn't Digging Where it told us
Author: *Larry Barszewski*

Fort Lauderdale never warned a contractor that a critical water line lay buried where workers planned to dig last week, a report shows, but city officials say that's because the contractor supplied the wrong address. The misinformation led to a failure that ultimately dried up the city's water supply and led to days of boil-water orders. Taps ran dry hours after the contractor drilled into the water supply line July 17. Countless businesses were forced to close, and more than 200,000 people were left without water to drink or shower. The contractor, Florida Communication Concepts, used a service called Sunshine 811 to find out whether there were underground utilities it had to watch out for while doing work for Florida Power & Light Co. The statewide utility service is authorized under Florida law and is the state's official resource for companies and individuals planning underground work.

The report shows Fort Lauderdale never told the contractor that the site in the back of 2525 NW 55th Court contained a 42-inch pipe that supplied raw water to the main water treatment plant. Instead, the city indicated that it didn't provide service there, according to the report from Sunshine 811. Deputy City Manager **Rob Hernandez** said the city's water line isn't on that property; it's 75 feet north. The digging was being done to the north and east of the requested location, he said. "It appears that where the contractor was digging is not where they indicated on the 811 ticket," **Hernandez** said. "Our investigation is still ongoing." The owner of Florida Communication Concepts, Tim Hicks, said he couldn't comment, and FPL has declined to answer reporters' questions.

Contractors contact Sunshine 811 to alert agencies about the work they plan to do and to find out whether there are pipes or underground facilities they need to avoid when digging. The service then alerts the utilities, which are supposed to inform the contractor whether they have lines in the area and mark them if they do. Florida Communication Concepts filed a ticket with Sunshine 811 on June 25 to install conduit in July for FPL near Fort Lauderdale Executive Airport, records show. Sunshine 811 notified Fort Lauderdale and nine other entities, based on maps they submitted to Sunshine 811 that indicated it was possible they could have equipment near the work site. Tamarac and Crown Castle Fiber responded that they had no facilities there. Oakland Park, Teco People's Gas of South Florida and CenturyLink said their lines were outside of the work site.

Others said they did have equipment in the area. Fort Lauderdale Executive Airport, Comcast Cable, AT&T and FPL indicated that they marked the locations of their lines for the contractor. Fort Lauderdale responded as well, but it used a code indicating that no city utilities were present at that excavation site. The code it used said "another company provides the services at this location." That code typically is used by utilities that do not have services at that exact location, according to Sunshine 811′s online site. **Hernandez** said that's because the city doesn't have any water lines at the property address the contractor listed. He also said Florida Communication

Concepts said on its Sunshine 811 form that it would not be doing boring, but that's how the city's pipe was pierced. Fort Lauderdale receives dozens of requests each day from Sunshine 811 for underground line information. Sunshine 811 sent the city 20,501 notices last year and 12,635 so far this year, the service reported. The requests go to the city's distribution and collections chief for its water and wastewater services. A city police report filed at the time the line was punctured said the company had used the line-locating service. However, it cited Florida Communication Concepts for not having a permit for the work, violating city codes. It issued the contractor a "Notice to Appear" citation. City officials said a date has not been set for a hearing. It's not clear whether a permit was needed. **Hernandez** said last week that FPL has a franchise agreement with the city that does not require the utility to get a permit every time it digs.

Post Gazette (PA)
July 19, 2019

Fort Lauderdale gets 'Temporary Relief' While Crews Repair a Water Main Break
Author: *Dakin Andone & Emanuella Grinberg*

Officials in Fort Lauderdale, Florida, said a temporary fix water has running again after a main break left an estimated 220,000 customers without service Thursday. Water is flowing below normal pressure and is expected to return to "near normal" sometime Thursday night, Mayor Dean Trantalis said in an evening news conference. A subcontractor repairing electric lines on Wednesday struck a pipe that supplies water to a treatment plant, cutting off the city's water supply. No major incidents were reported as a result of the outage, the mayor said. A partial patch was placed on the hole, increasing water pressure, Mr. Trantalis said. Those involved in the repairs are "confident" that the patch will provide "temporary relief" while crews work to redirect the water flow through a backup line and replace the broken pipe, he said.

The installation could take through the weekend, Mr. Trantalis said. While repairs are underway, a boil water advisory is in effect until and water distribution sites will stay open until at least Saturday, Mr. Trantalis said. With repairs underway, he said the city's focus will shift to investigating the cause and seeking compensation for not only the city but hotels, restaurants and other businesses impacted by the service outage. "This was not just a minor incident, this impacted many hundreds of thousands of hundreds of people," Mr. Trantalis said. "It was clearly haphazard," he said. "It's clearly something that we're going to seek retribution for."

What the city is doing to fix the pipe
On Wednesday, a subcontractor working near the city's Executive Airport for Florida Power & Light damaged a 42-inch city pipe that supplies water from wellfields to the Fiveash Water Treatment Plant, the mayor said. The service outage impacted the city and surrounding municipalities that receive water through the city, including Lauderdale-by-the-Sea, Oakland Park, Wilton Manors and sections of Davie and Tamarac. An estimated 220,000 customers were impacted, Deputy City Manager **Rob Hernandez**. Crews are now building a concrete bunker around the broken pipe to seal the break and protect the pipe, Mr. Trantalis said. The bunker should be completed by 10 p.m. ET and the Fiveash Water Treatment Plant should be back to full and normal operation, he said. The temporary fix will give crews time to redirect the water flow through a backup line, Mr. Trantalis said. Once the backup line is in place, a replacement pipe for the primary main will be installed, likely over the course of the weekend, the mayor said.

Cause of outage under investigation
Earlier Thursday, Mr. Trantalis said crews responded immediately, but as they were working, the damaged pipe collapsed, forcing the city to turn off the water flow. During Thursday night's news conference, he suggested the subcontractor bore the brunt of the blame for "something they should not have done." The subcontractor has been cited and an enforcement action has been launched, the mayor said, although he was unable to identify the specific citation. When initially asked if there was anything the city could have done better, the mayor responded "no," then

added, "Yes -- we could have foreseen this but you can't foresee these types of things." Later in the press conference, the mayor maintained the incident an "accident" caused by "human error," but he also acknowledged that it put a spotlight on the city's redundancy systems.

Deputy City Manager **Rob Hernandez** said "difficulty" with at least one valve that was supposed to redirect water to the redundant system, leaving them unable to isolate the damaged section of pipe. "What [this] pointed out to us is that we need to pay more attention to our infrastructure needs and that we need to go back and make sure that these redundancies systems do work when they're supposed to work." Residents in need of bottled water can find it at the Beach Community Center on 33rd Avenue, Mills Pond Park on Northwest 9th Avenue and Riverland Park on Southwest 27th Avenue.

SavannahNow
Posted May 26, 2019 at 8:18 PM Updated May 27, 2019 at 12:29 AM

Savannah's city manager out on medical leave
By DeAnn Komanecky and Eric Curl

Savannah City Manager **Rob Hernandez** is out on medical leave, with Patrick Monahan now serving as acting city manager. **Hernandez** tendered his resignation on April 12 with a last work day date of June 30. Whether **Hernandez**'s medical leave will change when he leaves his post is not known. City spokesperson Ken Slats said no other details are currently available. Monahan, a former Chatham County assistant manager, was hired in April as a consultant to work with **Hernandez**, starting in May. Monahan retired from the county in 2013 and has said he would only take the interim position temporarily, but is willing to stay long enough after this fall's election for the new city council to hire the long-term manager next year. He will be paid $20,000 a month for up to 12 months, under the agreement.

Hernandez's resignation came after news broke of his pending departure for a job as deputy city manager of Fort Lauderdale, Florida. **Hernandez** declined interview requests regarding his resignation, but said in a subsequent press release that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. He indicated there was more to the decision than just family reasons, however, in correspondence obtained by the Savannah Morning News. **Hernandez** said he intended to stay away from city manager positions for a while after being asked about his plans by Lake Wales, Florida, City Manager Kenneth Fields. "The last three years here have been tough as a (city manager)," **Hernandez** said. He responded in a similar manner to an April 12 email from Chatham County Engineer Leon Davenport. "Tough town," **Hernandez** said. "Going back to Fort Lauderdale."

The city council hired **Hernandez** as city manager Sept. 1, 2016, with a $238,000 salary and $600 monthly vehicle allowance, as well as a $7,000 annual 457 retirement plan. After his arrival, **Hernandez** led the city through a major restructuring and successful development of a strategic plan. The city has also experienced two years of budget surpluses after **Hernandez** had implemented a hiring freeze and budget cuts. His impact was praised by some of his executive team following word of his departure.

City Management Coordinator Joe Shearouse Jr. wrote in response to his resignation notice that he thought a lot about the accomplishments **Hernandez** had made in Savannah. "Your impact on people is extensive and much more influential than a project or initiative," Shearouse said. "Your openness and eagerness to provide us opportunities to grow and learn is lasting and far reaching." Special Projects Coordinator Daphne Williams said in an email that it may be a long time before they get someone else comparable. "Our team was on fire," Williams said.

Hernandez also experienced his share of criticism, which began shortly after his arrival when he proposed cuts, which were ultimately restored, to arts organizations and social programs. And he was widely panned by residents following the implementation of a fee for fire service. **Hernandez** had touted as a way to get all property owners — including those that are tax-exempt

— to contribute to the rising costs of providing fire protection. Public indignation only grew when **Hernandez** presented the council with a spending plan for a budget surplus from 2017 of more than $10 million about five months after the fee was adopted. The fee was ultimately repealed, but **Hernandez** later attributed some subsequent job searches to the widespread opposition he encountered following its implementation.

Savannah Morning News (GA)
April 29, 2019

Savannah Could Get More Affordable Housing Under These Proposed City Programs
Author: *Eric Curl*

About 44 percent of Savannah families cannot afford quality housing, according to city officials. In other words, almost 24,000 local households are cost burdened because they spend 30 percent or more of their income on housing, said Housing and Neighborhood Services Director Martin Fretty. To address the issue, the city is considering some new affordable housing initiatives that were presented to the Savannah City Council during a workshop Thursday. The initiatives include a $20 million investment to acquire, redevelop and sell 1,000 blighted properties over a 10-year period. The investment would provide more affordable housing, while also reducing the number of abandoned properties that cost the city an average about $1,300 a year each in lost tax revenue and expenses related to police, fire and code enforcement services, Fretty said. The city is hoping to get $10 million for the acquisition program included on the Special Purpose Local Option Sales Tax referendum going before voters this fall. The eventual sale of the properties would go back into a revolving fund and help drive down costs for future investments, Fretty said. "After a couple of years you ought to be able to recover, we think, 80 percent of what we invested in the properties to acquire them," he said. The city is expected to meet with Chatham County officials next month to discuss the SPLOST project list and determine Savannah's distribution share of the sales-tax revenue. Savannah affordable housing presentation by savannahnow.com on Scribd. Inclusionary zoning. The city is also contemplating the implementation of an inclusionary zoning policy, similar to one established in Atlanta last year. The policy would require developers of apartment projects to include a certain percentage of affordable units or pay a one-time fee into a city housing fund. In turn, the developer could select from a list of incentives that could allow for more units, reduced parking requirements and a streamlined permitting process. In Atlanta the program applies to areas where the city is experiencing the pressures of redevelopment, said Bridget Lidy, Savannah's director of planning and urban design. In Savannah, the Canal District, where the new arena is being built west of downtown, provides an opportunity for the program's launch, Lidy said. "It's ripe for this," she said. The proposal received general support from the council, although it is still early in the process. Lidy was encouraged to set up a meeting with Atlanta officials, who she said have expressed interest in helping Savannah establish their own initiative.

And City Manager **Rob Hernandez** said he thought the city would likely need to hire an outside consultant before they could develop an inclusionary zoning policy. "I think we need to bring in the resources from other communities that have gone through that process," **Hernandez** said. "We haven't and there is a lot of stakeholder involvement and a lot of legalities involved." In the meantime, the city has developed some proposed standards to reduce development costs and increase the amount of affordable housing, including the reduction of the minimum lot size and parking requirements in traditional neighborhoods. In addition, the city's proposed new zoning ordinance, NewZo, provides more flexibility for constructing accessory dwelling units, with no more than one bedroom, in some areas. City officials are planning for the new ordinance to be adopted in July after public hearings are held in June.

Savannah Morning News (GA)
April 13, 2019

Hernandez Formally Resigns Post
Author: *Savannah Morning News*

Savannah City Manager **Rob Hernandez** formally submitted his resignation letter Friday morning. "Such letters are never easy to write and I hope it conveys my appreciation to all of you and our great staff, especially those that sit around the table with me each Monday," **Hernandez** wrote in an email to the city council and city staff. "I know that I've made some mistakes along the way as I am far from perfect. Please know that I have always attempted to do what is in the best interest of the city in the long term, and endeavored to create a culture of fairness, professionalism, integrity, inclusion, diversity, opportunity and ingenuity. I'm fortunate to have been surrounded by a team of good people. I'm grateful to have known you. Together, we've gotten a lot done since October 11, 2016. I hope that I have served all of you well," he wrote. "Thank you for the opportunity to serve as your city manager."

Fort Lauderdale City Manager Chris Lagerbloom informed the Savannah Morning News on Thursday that **Hernandez** will be joining the city as deputy city manager later this summer. In a formal resignation letter addressed to the mayor and alderman, **Hernandez** touted the team's accomplishments, from upgrading the city's bond rating to launching the design of the new arena. "I have been honored with the privilege of serving as Savannah's eighth city manager since adoption of the council-manager form of government in 1951. I joined the City on the heels of Hurricane Matthew on October 11, 2016, and since then we've weathered literal and figurative storms and overcame numerous obstacles in providing exceptional municipal services," **Hernandez** wrote. "We accomplished much during this time while simultaneously creating an organizational spirit focused on one simple concept: Forward. Forward is a fanatical passion for momentum, progress and achievement. It is an obsession with what is possible rather than the status quo. It is the driver behind our biggest accomplishment - SAVANNAH FORWARD, our guide to strategic policy-making and investments through 2025."

Hernandez said in a press statement issued later that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. His resignation is effective June 30. Savannah Mayor Eddie DeLoach has recommended that former assistant Chatham County Manager Pat Monahan serve as interim city manager, but he is awaiting support for that decision from the rest of the city council. A special meeting has been called for 6 p.m. Monday in the Media Room on the second floor of City Hall for the council to consider an interim city manager. The next city manager is not expected to be hired until after the new city council is sworn in next year following this fall's election.

Savannah Morning News (GA)
January 9, 2019

Savannah City Manager Rob Hernandez: Government Leadership Backs Savannah Fire Department
Author: ***Rob Hernandez***

There has been much discussion in recent days about staffing levels within Savannah's Fire Department. I would like to take this opportunity to address misinformation circulating in social and regular media outlets.

First, what the city government has not done:
• We have not closed any fire stations.
• We have not laid off any fire personnel.
• We have not left any neighborhood in Savannah unprotected.
• We have not taken steps that will delay Savannah Fire's response time to an emergency.

What we have done is eliminate vacant positions in Savannah Fire over the past two years. To put those reductions in context, I would like to take you back to 2014. For the first time that year, Savannah Fire was granted an ISO Class 1 rating — an insurance classification that evaluates a community's fire operations and water infrastructure. Less than 1 percent of fire departments in the nation are rated Class 1. The following year, in 2015, Savannah received a three-year, $3.5 million FEMA grant designed to increase staffing levels in Savannah Fire. We did just that. In 2015, we added 15 firefighter positions. In 2016, we added another 15 firefighter positions. And in 2017, we grew by 10 more firefighter positions. Add it all up and over a three-year period we added 40 new firefighters to our payroll — a 12.6 percent staffing increase. At 366 total positions, including 341 firefighters, this was the highest staffing level in Savannah Fire's history.

That grant ended in 2017, and with it we faced a difficult decision: Do we ask Savannah taxpayers to continue funding this increased staffing level, or do we make reductions? We were facing flat revenues that year, and direction from city council to continue making investments in the police department. To balance the 2018 budget, we eliminated 45 vacant positions across the city government organization, including 18 within Savannah Fire. Council directed that those cuts come from Engine 16/Marine 1 — a specialized unit that operates the fire boat and a backup pumper truck at fire department headquarters on Oglethorpe Avenue. That same budget authorized a permanent funding solution for fire operations: the fire fee. That fee was rejected over the summer, and during months of public discussion we heard repeatedly from property owners that they preferred a smaller fire department over paying a new fee to fund fire services.

We contracted with the University of Georgia Carl Vinson Institute of Government to analyze Savannah Fire operations and make recommendations on better use of resources. I expect those recommendations within the month, but preliminary discussions with the report authors identified options for increased efficiency and reducing costs. The 2019 budget was balanced with the elimination of another 15 vacant positions. The UGA recommendations will drive where

those reductions are made. It is important to note that even with the elimination of these 33 vacancies over the past two years, Savannah still has seven more firefighter positions today than we did in 2014, when we received our ISO-1 rating. And we are still well-staffed compared with communities our size; Charleston, for instance, has one fewer firefighter position than Savannah, and 24 percent more territory to cover.

As a resident or business owner in this city, you are served not just by the fire station located in your neighborhood, but a fire protection system consisting of 15 stations and 22 emergency response vehicles. The city government also maintains agreements with our adjacent cities, which provide us access to more than 20 other fire stations, firefighters, and equipment should they be needed in the unlikely event all of our resources are unavailable. No area of the city will ever be left without a response to a fire. We are fortunate to have one of the best fire departments in the nation. Savannah Fire will continue to be, even with these adjustments.

Rob Hernandez is Savannah's city government manager.

WTOC 11
April 9, 2019 at 11:21 PM EDT - Updated April 11 at 10:36 AM

City of Fort Lauderdale extends offer to Savannah city manager
By Sean Evans

SAVANNAH, GA (WTOC) - Several sources have confirmed that Savannah City Manager **Rob Hernandez** is leaving his job. “The city is losing a very smart and talented individual,” Savannah Alderman John Hall said. “I wish Mr. **Hernandez** the best wherever he goes. Our loss is another city’s gain.” **Hernandez** said that he has not officially tendered his resignation or discussed this with all of city council as a group. He said he will not release a statement until he felt it was the appropriate time. We’ve reached out to the mayor’s office and the city spokesperson for comment.

Hernandez came to Savannah from Broward County, FL in 2016. “He inherited a virtual mess. Remember, he came in in the middle of a hurricane. The first hurricane we’d had in what, 27 years," said District 4 Alderman, Julian Miller. In addition to dealing with the aftermath of Hurricane Matthew, **Hernandez** was tasked with completing a budget and coming up with a blueprint that would carry Savannah years into the future. “He has come up with the city’s first strategic plan and gotten it going. He has refined our logo so we have the same logo everywhere. There’s an awful lot he has done, most of which the public will never see," Alderman Miller said. Several things spear-headed by **Hernandez** have been very public, like re-establishing a Savannah Police Department after the de-merger with the county, the search for a new police chief, and the fire fee proposal.

Less than a year after the fire fee proposal was dropped by city council after public backlash, **Hernandez** referenced it in a moment of levity during his speech at a firefighter award ceremony Wednesday afternoon. “Believe it or not, the city actually imposed a fire fee way back in the early 1800′s to provide fire protection services to all property owners of the city. I wish I would’ve known that a year-and-a-half ago. That could have helped us sell what we were trying to do a little easier to those that were opposed to what we were trying to do," he said.

If **Hernandez** is in fact out the door like sources tell us, city leaders know they need a similar leader to take the helm. “When you run a city, there are so many moving wheels and so many gears going in different directions. There’s always going to be hundreds of things that have to be addressed. That’s why it’s going to take someone who really knows what they’re doing to pick up the mantle and go forward," Miller said.

Hernandez’s previous attempts to change jobs have been publicized. In August of 2018, it was announced that **Hernandez** did not get a county administrator position in Pinellas County, FL. The city of Savannah confirmed he was a finalist for the position. **Hernandez** was also on the shortlist for a city manager position in Brownsville, TX. At the time, **Hernandez** said he wasn’t sure if the Savannah community wanted to work with him. “Criticism of government is healthy and important, and comes with the territory,” he said in a statement in August of 2018. “I don’t take it personally, even if some of the attacks on me have been very personal. What I do want is

to work in a community that wants to work with me. I am not sure that is currently the case. Amid a sustained level of criticism and uncertainty, I have considered opportunities outside Savannah. While I have no desire to leave, I did feel it was a prudent move for me and my family." **Hernandez** was a key architect of a proposed fire fee in Savannah that drew the ire of many in the city. The city council withdrew the fee from consideration after a tortured fine-tuning process. The mayor proposed to halve the fee weeks before it was withdrew.

Chaz Adams with the city's strategic communications office says **Hernandez** has received an offer as Deputy City Manager for the City of Fort Lauderdale Florida. "The City of Fort Lauderdale has extended an offer to Roberto "Rob" **Hernandez** for the position of Deputy City Manager. The offer is contingent upon approval from the Fort Lauderdale City Commission. The commission plans to consider the item at their next meeting, which will take place on Tuesday, April 16," Adams said. City council will hold its regularly scheduled meeting on Thursday. We'll be following this closely to see if anything is announced regarding a resignation, as well as what's next if the Savannah city manager position becomes vacant.

Savannah Morning News (GA)
December 20, 2018

Savannah City Council Oks $1M Fire Station Sale Despite Buyer's History of Code Violations
Author: *Eric Curl*

The Savannah City Council on Thursday approved the sale of a former fire station, despite the buyer's history of being cited for code and maintenance violations at multiple properties throughout downtown. The $1.05 million sale to Inman Park Properties came after three proposals were submitted to the city and evaluated by a five-person staff committee. Inman received the highest score after proposing to preserve and restore the 72-year-old building at 6 W. Henry St. for use as a cafe and office space. Rajesh Patel had proposed paying $525,000 for the property, while Lynch Associates Architects offered $455,000. The sale was quickly approved without discussion by the city council, with the exception of Alderman Bill Durrence, who had stepped out of the chambers to speak with someone who was leaving.

Durrence, who represents the area where the building is located, said he probably would have voted for the sale also. It was his understanding that most of the property maintenance issues have been addressed and he was hoping to see something done with the building, Durrence said. "The bottom line for me is that it didn't matter how I voted because the majority of council made up their mind that for that price point, they were going to sell it," he said. Inman's proposal is expected to activate the "somewhat stagnant" block and generate 75 full-time jobs in the neighborhood, according to the developer's proposal. Inman reported that construction was expected to begin 120 days after closing and take one year to complete.

Staff had delayed consideration of the sale in October following inquiries from the Savannah Morning News into the buyer's past code and property maintenance issues. From 2012 through 2016, the city instigated 16 Chatham County Recorder's Court cases against Inman's owner, Jeff Notrica, for 14 downtown properties. Charges related to overgrown vegetation, maintaining a clean and sanitary property, safety, defacement of property, accumulation of garbage, and an unsafe building. The pending sale comes after the approved sale this year of multiple downtown city properties. City Manager **Rob Hernandez** has touted the sales as a way to return outdated properties to the tax rolls and raise revenue for the construction of a new municipal center west of the Historic District, where the city is building a new arena.

However, **Hernandez** said during an interview Tuesday that the sales revenue may instead go toward construction of the arena. The amount of current voter-approved Special Purpose Local Option Sales Tax is expected to raise $120 million, while about $22 million was raised during previous tax periods. Still, the city expects to need an additional $20 million to $40 million to cover the estimated $140 million to $160 million costs of the arena's construction, as well as relocating public works from the arena site and building a new complex for that department, **Hernandez** said. The city does not plan on adding the arena to the next SPLOST referendum going before voters this fall, he said.

Savannah Morning News (GA)
November 16, 2018

Savannah Proposing Slight Property Tax Cut, Employee Wage Hike
Author: *Eric Curl*

The owner of a home valued at $100,000 will save about $8 a year under a proposal to reduce the property tax rate in 2019, according to city estimates. The reduction from 13.40 mills to 13.20 mills was requested by the Savannah City Council on Friday, the second day of a two-day budget retreat, after staff had initially proposed retaining the existing rate. Alderman Brian Foster advocated for the reduction to provide some relief to taxpayers after the rate was increased from 12.48 mills this year following the elimination of the widely opposed fire fee. "It's a start," Foster said. The council also directed staff to incorporate a 3.5 percent wage increase for employees next year. The proposed increase was agreed to as a compromise after Alderman Van Johnson had initially sought to bump staff's recommended 3 percent wage increase to 4 percent. "The fight for the best and the brightest is real and people ultimately go where they will be paid," Johnson said.

To maintain a balanced budget, while accommodating the council's wishes, staff said they increased their "conservative" projections for property tax revenue growth next year from 3 percent to 4 percent. In addition, staff plans to cut another $1 million from the proposed budget to cover the remaining costs, said City Manager **Rob Hernandez**. The 2019 budget is expected to be presented to the city council for adoption next month. Since **Hernandez** arrived in late 2016, he has touted the need to address what he described as a structural imbalance resulting from expenses exceeding revenue. The fire fee adopted this year was an attempt to address that imbalance, but the council voted to repeal that new revenue source after facing widespread opposition from property owners.

Hernandez said he believes the city has made progress, but noted the concerns raised by the council during the retreat that funding was lacking for infrastructure and service improvements. "We're still imbalanced in that this budget is not able to adequately address those needs," he said. "We are addressing them, but the need really outstrips our ability to fund them." The next Special Purpose Local Option Sales Tax, which goes before voters next fall, has been touted by the council and staff as a way to fund needed infrastructure improvements, but **Hernandez** said the city cannot rely on the tax to resolve the issue. The city will also be looking at more models to fund municipal services, including a potential stormwater fee to cover the cost of drainage projects, **Hernandez** said. In July 2017, the city council unanimously approved a $49,651 contract with Atlanta-based Stantec Consulting Services to study the feasibility of such a fee and how it would be implemented, but the study's findings have never been presented. "We continue to look at that and we will be bringing that back to City Council at the appropriate time," **Hernandez** said.

Savannah Morning News (GA)
August 31, 2018

$3.9M Mistake Mucks Up Arena Contract
Author: *Eric Curl*

The Savannah City Council on Thursday delayed by two weeks consideration of an $11.2 million contract with AECOM Hunt to manage the construction of the new $140 million arena, after learning the contract amount is actually about $3.9 million more than city staff had initially reported. The vote for the delay came after staff explained during the morning workshop that a misreading of the fee proposal had led staff to initially report that the contract was $7.3 million - the amount that was on the meeting agenda until Wednesday. The originally reported amount should have been a red flag since it was so much lower than the amounts submitted by the other two finalists for the contract, said Alderman Bill Durrence. Turner Construction had proposed serving as construction manager at a cost of about $13.6 million, while JE Dunn's proposed cost amounted to almost $12.7 million. "I'm very nervous," Durrence said. "I never spent $140 million before." Pete Shonka, executive director of arena development, said that AECOM Hunt still had the lowest price and highest evaluation score after the error was corrected.

City Manager **Rob Hernandez** also said he felt confident in moving forward with the recommended contractor after determining the company had followed the process correctly, while acknowledging the error should not have occurred in the first place. "That reflects poorly on me and I apologize," **Hernandez** said. "We will double down to prevent circumstances like this in the future." Council members said they wanted more time to see how the error occurred before taking a vote. "The severity of it should not be lost," said Alderman Julian Miller. "We are going to be doing an awful lot of contracts and we need to have confidence on that." Walter Murphy, vice president at JE Dunn, had also spoken out against the contract being awarded to AECOM during the meeting and had informed the council that he had notified the city manager of the issue. "We were told it was a scrivener's error," Murphy said "I don't think so. I think the bid was non-responsive."

In other council news, city council approved the $14 million sale of two downtown buildings. Mayor Eddie DeLoach joined Aldermen Carol Bell, Durrence, Brian Foster, John Hall and Miller in approving the sale of the historic Gamble Building next to City Hall for $8.5 million, while Aldermen Van Johnson, Estella Shabazz and Tony Thomas cast the opposing votes. The buyer, Foram Development, plans to convert the building into a condo complex with rooftop gardens. Staff had recommended the sale as a way to rid itself of a building that requires extensive repairs and generate ongoing revenue by putting it back on the tax rolls. But Thomas said he disagreed with staff's assertion that the historic building was not adequate for city use. "I'm a little bit more of a sentimentalist," he said. "I believe the city is giving up its imprint on the riverfront."

The vote was similarly split with the council's approval of the sale of the former Catholic Diocese building at East Broad and Liberty streets for $5.9 million to Standard Companies, which plans to develop the property as an apartment complex with commercial space. Johnson

said he was afraid residents were being priced out of living in the city. "This was in my mind a wonderful opportunity to provide affordable and workforce housing for people to live downtown," he said. The approved sales come two weeks after the city council's vote to sell the Broughton Municipal Building to Columbia Ventures for $4.5 million. The buyer intends to convert the mid-century building into a hotel with retail on the ground level. And in April 2017 the council approved the $5 million sale of a 1.2 acre lot on Oglethorpe Avenue, where a developer plans to construct a mixed-use residential complex.

Hernandez said the funding from the sales is being invested into a reserve account for a modern municipal center he is considering building west of downtown near the arena to consolidate city departments. The total costs of that project, which would include a public safety complex, have not been determined, **Hernandez** said. "We still have a lot of work to do on that," he said. "We still have to flesh that concept out with city council." In the meantime, the city has been relocating staff into 36,538 square feet of leased office space on Chatham Parkway at an annual cost of about $785,000.

Savannah Morning News (GA)
July 11, 2018

City: Funding Problems not Over
Savannah May be Facing Tough Budget Process for 2019, Hernandez Warns
Author: *Eric Curl*

The recent repeal of the controversial fire fee may have been welcomed by property owners concerned about the additional expense, but city officials are not breathing easy as they look toward Savannah's financial future. With the elimination of the dedicated fee, which would have freed up millions in general funds, the city may be facing a difficult budget process for 2019, according to City Manager **Rob Hernandez**. **Hernandez** warned the Savannah City Council last week that their plan to increase the property tax rate by 0.92 mills, or 7.4 percent, will not resolve long-standing financial challenges that the fee was meant to help address. Almost a third of city parcels pay little or no property taxes due to being exempt or having low value, and tax digest growth has not kept pace with expenses, **Hernandez** said. "I don't want anyone leaving here today with a rosy picture of 2019's budget process," he said. "We are structurally imbalanced."

The mayor and aldermen are expected to adopt the tax increase on July 19 to restore almost $10 million of the $16.5 million in revenue lost with the elimination of the fire fee. The city also implemented a hiring freeze and cut expenses, including $1 million Mayor Eddie DeLoach had sought for an early childhood learning center being planned by the Savannah-Chatham School Board. With the proposed tax increase, the city will be able to preserve funding for some priorities that included software upgrades, enhanced right of way maintenance, Waters Avenue streetscape improvements, increased city reserves, and the Savannah Shines neighborhood revitalization initiative that has already begun in Edgemere/Sackville, said Alderman Julian Miller. "I'm not sure if everyone understands how deplorable the city's computer system is," Miller said. "We're still running programs that most people have abandoned 20 years ago."

Alderman Brian Foster said the city will also maintain the full staffing levels of the police department after adding more than 120 officers to patrol the city following the department's split with Chatham County in February. "We are fully staffed and have been for a while in the first time in over a decade," Foster said. "That's what the public asked for and we have successfully done that." Savannah's property tax rate has been decreased or remained the same every year since 1994, aside from a six-month half-mill increase in 2010 that was dropped back to the previous rate the following year. The current rate of 12.48 mills has been in place since 2013. For the owner of a home with a fair market value of $150,000, the proposed increase amounts to $55.20 annually or $4.60 per month.

Alderman Tony Thomas said that every effort would be made to reduce the rate in 2019, but **Hernandez** responded by casting doubt on that scenario. "I don't know at this point in time because it's still too early in the process for FY19 to determine, in fact, whether we are going to have a smooth budget process or we're going to have a rocky budget process like we've had the last couple years," **Hernandez** said. "So please do not leave here today thinking that budget

process for FY19 is going to be a smooth one because I can't guarantee that." Savannah Alderman Van Johnson suggested that the city meet with residents before the budgeting process begins to reconcile what they want and what the city can afford. "We have a region that takes advantage of many of the services that we provide that they do not pay for," Johnson said. "So I think part of this discussion is educating individuals that we can give everybody what they want, but there is a cost to it." **Hernandez** said that the city's budget director, Melissa Carter, has already proposed holding several citizen engagement panels to walk residents through the budget process, "allowing them to see how difficult it is to put together a $400 million budget for an enterprise the size of the city of Savannah." The council will hold two additional hearings at 9:45 a.m. and 2 p.m. July 19 before a making a final vote on the tax rate increase.

Savannah Morning News (GA)
June 8, 2018

City to Consider $11M in Cuts
Council Approves Adding Sunday 'Brunch Bill' to November Ballot
Author: *Eric Curl*

With less than six months left to go, City Manager **Rob Hernandez** has been charged with cutting more than $11 million from this year's budget. On Thursday, the Savannah City Council directed **Hernandez** to figure out over the next week what cuts can be made to make up for the anticipated loss in revenue, as the mayor and aldermen prepare to reduce the controversial fire fee by more than half in the face of widespread opposition. "We're just asking the city manager to go back and modify the numbers and bring us something forward that people can feel better about," said Mayor Eddie DeLoach. As proposed by the council, a property tax increase is not an option and the city would retain the one mill tax rate decrease that was approved in conjunction with the fire fee as part of the 2018 budget. The council's vote came after DeLoach announced on Wednesday a proposal to reduce the fee by 53 percent, which would bring the fee to $120 for residential properties. The city is also offering discounts of up to 20 percent until June 15, which would bring the total to $96. Mayor Pro Tem Carol Bell also suggested that **Hernandez** present an alternative option to cover the costs of eliminating the fire fee entirely. "As a council, let us determine if that's the way we want to go," Bell said. Previous attempts last month by Aldermen Van Johnson, Estella Shabazz and Tony Thomas to repeal or lower the fee were voted down by the remaining members of the city council during deliberations on how to spend $10 million surplus from last year. On Thursday, Thomas said he was staunchly opposed to the fire fee, but was concerned the council was being unfair to **Hernandez** by not making the $11 million reduction request when the surplus was presented. "I don't know if the city manager has truly analyzed that plan to see if he could reach that number," Thomas said. "And I don't know either what other options are completely out there." The surplus spending plan, which left the full fire fee intact, included funding to pay off the purchase of the Coastal Empire Fair site; complete the Cultural Arts Center; install computer security upgrades following a malware attack; fund a staff compensation study; and assist the Savannah-Chatham School Board in establishing an early learning center touted by DeLoach as an anti-poverty initiative.

Hernandez said Thursday he did not recommend using the surplus funds to make up fire fee cuts because the savings and unexpected revenue from 2017 were going toward one-time expenses and that the fire fee was meant to free up general funds for ongoing operational costs. "It would come back to bite us at some point in the future," he said. The proposed budget cuts are expected to be presented for the council's consideration during a budget workshop June 18. The tax rate has to be formally adopted by the end of the month and the council is expected to vote on the revised budget at their meeting June 21. Prior to the regular meeting, the council got a briefing on a hardship program the city is developing for low-income property owners who are unable to afford the fee. The city is now seeking a nonprofit social service provider to administer the program so applicants can also have an opportunity to get assistance with additional needs, said Tafanye Young, Chief Community Services Officer. "We're hoping that people will take advantage of this and see rewards beyond just the fire fee being waived," Young said.

Savannah Morning News (GA)
April 12, 2018

The Sense in the City's Spare Cents
Author: *Eric Curl*

Savannah had a better year, financially, than expected, according to city officials. Now, the city is planning on providing $2 million in funding needed to complete the new Cultural Arts Center, paying for security upgrades following a recent computer malware attack, and covering the full costs of a 3-percent performance-based pay increases for employees, after recently closing out the 2017 budget with a $10 million surplus. The surplus stemmed from a combination of about $5.2 million in revenue coming in higher than anticipated, in addition to expenses coming in about $4.7 million below budgeted amounts after the city implemented a hiring freeze last year, said City Manager **Rob Hernandez**.

Most of the growth was from elastic revenues, such as lodging and sales taxes, that expand and contract with strength of economy, **Hernandez** said. "We have a general idea how the economy is going to perform but it's a guess and science at the same time," he said. "So in 2018 our budgeting numbers are a bit more optimistic than they were when we put together the '17 budget, but something could happen tomorrow." The funding plan going before the Savannah City Council Thursday will also increase reserve funds, pay a debt owed for purchasing the Coastal Empire Fairgrounds site, and cover costs associated with converting a section of Montgomery Street for two-way traffic. In addition, staff is recommending that the revenue go towards staff relocation costs related to the planned sale of two downtown buildings and a compensation study to address pay inequities.

"We also did a reorganization this year and created new job titles," **Hernandez** said. "We think we slotted them in the right place, but it's time that we do a real in-depth review of our pay and compensation practices." Almost 100 positions were eliminated as part of the reorganization, with about 40 of them vacant, but dozens of new positions were added and impacted employees were given the opportunity to apply for the jobs. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position.

Hernandez said the surplus does not negate the need for the city's new fire services fee, which was implemented to correct a structural imbalance the city has faced for years. "If we didn't have the hiring freeze and agencies spent every dime we got budgeted, we would have only $5.2 million in extra revenue," he said. "The fire fee provides us an opportunity to take $21 million of pressure off of the general fund." The city council recently approved an ordinance that offers up to a 20 percent discount on the fee for installing safety equipment, developing emergency plans and participating in fire training programs. Property have between April 15 and June 1 to apply for the reduction before bills are sent out in the fall.

Meanwhile, the city also plans to spend about $500,000 on new technology and services to boost

security measures after a malware attack discovered in February impacted some city services. The malware appears to have been eliminated, but the city is still not accepting email attachments as a precaution, said city spokesperson Michelle Gavin. "We think that we've gotten it," Gavin said. "We've taken all the measures to wipe computers and have taken some extreme measures, but it's an ongoing thing."

Proposed surplus expenditures
Transfer to Reserves/General Fund Balance: $2.5 million
Performance-based 1-percent employee pay increase: $600,000
Cultural Arts Center Overrun: $2 million
Montgomery Street redirection project: $1 million
MPO agreement amendment: $200,000
Revenue dept. relocation: $500,000
Fairgrounds - Pay off Debt Service: $1.4 million
IT/Malware Equipment Recovery: $500,000
Relocation Contingency: $100,000
Compensation study: $300,000
Facility repairs and improvements: $800,000
Rental of backhoe - Cemeteries: $100,000
Total: $10 million

Savannah Morning News (GA)
February 18, 2018

Savannah Restructures Government Operations
Officials Tout Plan as Way to Make City Operations More Efficient
Author: *Eric Curl*

New titles and responsibilities, along with salary increases in some cases, have been issued to a number of Savannah's department heads and top administrators as part of a government reorganization implemented by City Manager **Rob Hernandez**. Touted as a way to make city operations more efficient and achieve the Savannah City Council's priorities in a recently adopted strategic plan, new departments and positions have also been created, while others have been eliminated or modified. The restructuring consolidates two assistant city manager positions, one deputy to the assistant city manager position and five bureau chief positions into three executive officers. The employees selected for the new positions have the experience and personality to lead and get things done, **Hernandez** said. "That's what differentiates managers from leaders," he said. "I need leaders more than I need managers."

Paying for quality
Marty Johnston, formerly a deputy assistant to the city manager, was selected to fill the chief operating officer position, charged with asset management, customer service, special events coordination and oversight of the financial and internal service functions of the city. The move bumps her salary up from $125,827 to $148,000. Heath Lloyd was selected as Chief Infrastructure and Development Officer, after previously working as the public works and water resources operations director. Lloyd's responsibilities include ensuring the safety of the city's infrastructure, producing safe drinking water, protecting buildings and streets from flooding, and improving the development process. Lloyd's new salary amounts to $148,000, up from his previous salary of $109,414. Taffanye Young was hired as the city's Chief Community Services Officer after previously serving as the Community and Economic Development Bureau chief. Young is charged with unifying initiatives and programs focused on improving the lives of residents and providing them with clean, safe neighborhoods and access to quality housing, recreational facilities, leisure opportunities and supportive services. Her salary increased from $132,282 to $148,000.

The city's former budget director, Melissa Carter, also received a pay increase from $89,400 to $115,000 after being promoted to head the new Office of Management and Budget, which is responsible for preparing the city's yearly and long-term fiscal plans, as well as taking on an expanded role in grants development. And David Keating, who previously worked as a real property director, had his salary increased from $84,025 to $90,327 after being put in charge of a revamped Real Estate Services Department that now oversees property acquisitions, facilities maintenance, cemeteries, and the Civic Center. Pay was only increased for employees who have taken on additional responsibilities so that they are being fairly compensated, **Hernandez** said. "We want to keep the good ones," he said. "And also we have key positions we have to fill and we need to be able to compete and attract a quality workforce." Cutting grass and dysfunction
After years of complaints about property maintenance issues and delays in completing planned

projects, departments that never talked to one another were merged and new offices were launched as a way to eliminate government bureaucracy and improve focus, according to officials. To improve property maintenance, quality of life and tourism impacts, a new Code Compliance department was created. Previously, code-related activities were handled by multiple departments, prompting situations in which a property maintenance enforcement officer could not handle a zoning violation, or vice versa. In addition, property maintenance was only citing code violations on residential properties and letting violations on commercial properties go or referring them to the building department, **Hernandez** said. "So we said time out ... we're bringing all that in house," he said. "We're going to do cross-training and we're going to have commonality in how our code enforcement is handled and prosecuted."

Kevin Milton, a new employee with the city, has been hired as director of the department, with a salary of $115,000. Former Property Maintenance Director Kimberly Corbin is now working as Code Compliance Assistant Director, with her salary remaining at $80,368. Similar issues led to the consolidation of the city's landscape maintenance functions, including squares and monuments, into a new Greenscapes department. Prior to the consolidation, **Hernandez** said one team would cut an overgrown lot and then a different unit would come back a week later and cut the adjacent canal bank. And in some cases, **Hernandez** said, small equipment such as weed wackers would not be brought in until days after the larger mowers had cut down some city right-of-way. Now, work areas have been divided into grids that are maintained by regional teams responsible for basically anything that grows, **Hernandez** said. "They work a grid and don't leave that grid until everything is finished," he said.

Former Park & Tree Director Gordon Denney now heads the new department. His salary remains $80,368. The reorganization also included the formation of the Capital Projects Management office, which **Hernandez** said put five full-time positions in charge of overseeing $726 million in budgeted projects. That move was praised by Alderman Julian Miller recently when the council was given an update on the projects being funded by the voter-approved special purpose local option sales tax. Often-repeated concerns were raised about the time it has taken to complete some projects, and Miller noted that the department was created to address the issue. "This is one of those things going on behind the scenes that the public won't see that is really going to make a big difference," Miller said.

Staffing impacts

The restructuring came after the city imposed a hiring freeze upon **Hernandez's** arrival in October 2016, and at his direction only critical positions were filled for more than a year in anticipation of the changes. Almost 100 positions ended up being eliminated as part of the process, with about 40 of those vacant. Dozens of new positions were added, however, and impacted employees were given the opportunity to apply for those jobs. "In certain instances we were very lean in operations, and I think that was hurting us," **Hernandez** said. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position, **Hernandez** said.

Not all employees' pay went up after getting a new position. One former assistant city manager,

Peter Shonka, ended up having his pay reduced by $15,624 to $140,619 after he became head of a new arena development district office - the office focused exclusively on developing the new arena and stimulating private and public investment in the surrounding redevelopment area. Such pay reductions were unfortunate, but in some cases could not be avoided, **Hernandez** said. "There may have been several, although not widespread, due to reduction in responsibilities," he said. A number of other staffers retained the same salary, while taking on new roles. Bridget Lidy, former Tourism and Ambassadorship director, was hired as the new Planning and Urban Design director after her department was eliminated. Her salary remains $85,703.

And Bret Bell, newly titled assistant to the city manager rather than deputy assistant, is now charged with handling legislative priorities, preparing the council's agenda, and working to ensure residents' concerns brought to the attention of aldermen are addressed. His salary remains $107,205. In addition, former Economic Development Department Director Manuel Dominguez's salary of $80,368 was left unchanged after he became head of what is now the Office of Business Opportunity, which is responsible for administering and coordinating the city's economic and small business development program. After being delayed for about two months as they attempted to find suitable jobs for all of the impacted employees, the reorganization became effective Feb. 1, said **Hernandez**, whose salary remains $238,000. "One thing I want to stress to folks is patience," he said. "We just put this new organizational alignment into play."

Savannah Morning News (GA)
December 30, 2017

City Manager Talks 'Funkification,' Ferris Wheels in Savannah
Opinions Expressed on Preserving Historic Structures Modernizing Others
Author: *Eric Curl*

A modern looking arena could be in play, but a proposed Ferris wheel on River Street is out of bounds. City Manager **Rob Hernandez** recently shared his thoughts on architecture, historic preservation and development in Savannah, as the guest speaker at the Historic District Board of Review's recent retreat. During the hour-long discussion earlier this month, **Hernandez** also took time to describe one of his architectural "pet peeves." "I hate red brick," **Hernandez** said. "We seem to have this tremendous love affair with red brick." He said he would like the new arena the city plans to build west of the Historic District to have a more modern look, perhaps with stainless steel and glass, while still paying homage to history. "But it doesn't have to be rooted in red brick," he said.

The arena site is outside the board's jurisdiction, but Chairman Stephen Merriman Jr. later said he is not necessarily opposed to a more modern looking building being built at the site. "I would be more opposed to build an arena that appears like it was built in the 1850s," Merriman said. "It gives a false sense of history." **Hernandez** also made it clear that he believes City Hall is no longer an efficient place for himself and other city staffers to work or for the Savannah City Council to hold their meetings. He talked about his plan to build a modern municipal complex in order to consolidate the city's workforce, while possibly converting City Hall into a "working museum" where the mayor and aldermen could have offices. "We're going to preserve City Hall," **Hernandez** said. "We have to preserve it, but the day-to-day stuff can go somewhere else." The 111-year-old building is in serious need of repairs, and funds for the structure's restoration will need to be raised, possibly by including the project in the 2019 special purpose local option sales tax referendum, he said.

Hernandez got some pushback from board members when he said he was considering replacing City Hall's deteriorating wooden windows with modern faux-wood frames to make them more efficient and hurricane-resistant. Board members were concerned the move would ruin the building's historic integrity and lead to private developers also wanting to bypass ordinance requirements. They suggested the city install exterior wood windows with interior storm windows to achieve the results he is seeking. Otherwise, the historic protections in place would crumble, Merriman said. "That's one of the biggest things Savannah has going for it, is our ordinance," he said. There are some buildings that seem ripe for "funkification," such as the old East Side Theater on the corner of East Broad and East Gwinnett streets, **Hernandez** said.

The historic theater with the words "Hungry World" across the old marquee has sat vacant for decades. "Not to be disrespectful of its character, but you can do cool things with it," **Hernandez** said. "That building has a lot of potential." In a similar vein, he would like to "funkify" Martin Luther King Jr. Boulevard around the Interstate 16 flyover, which he considers an eyesore. There have been plans proposed to demolish the ramp into downtown, but **Hernandez** said he does not

see the structure going anywhere anytime soon. But the city is too busy trying to put out daily fires and has little time to be creative, **Hernandez** said. "You're the folks that need to come up with those ideas and we'll support it when we can," he said. **Hernandez** also made it clear that some proposals will not fly as the city tries to balance the demands of tourism with preservation efforts and residential needs. Board members thanked him after **Hernandez** said he and the city council recently rejected a request to install a Ferris wheel on River Street.

The 137-foot-tall observation wheel would have been installed on a city parking lot along the water between the Abercorn and Lincoln street ramps at an initial rate of $17,000 a month, under the lease agreement proposed by Missouri-based SkyStar Wheel. "When I looked at that request, I said no way," **Hernandez** said. **Hernandez**, who previously worked as the deputy county administrator of Broward County, Fla., became Savannah's city manager in October 2016.

Savannah Morning News (GA)
December 1, 2017

City Considers Budget Cuts, Fees to Cover its Shortfall
Hernandez: $187 Million Proposal a Starting Point
Author: *Eric Curl*

Savannah staffers are proposing a variety of revenue generating options and expense cuts for the 2018 budget to determine whether the Savannah City Council wants to implement service enhancements or reductions in the face of projected funding shortfalls. The preliminary spending plan presented during the first day of a two-day budget retreat on Thursday amounts to a "bare bones, no frills and somewhat painful" general fund budget of $187 million that includes almost $13 million in cuts to personnel, services and capital project investment, said City Manager **Rob Hernandez**. "It's not even a recommended budget or a proposed budget," **Hernandez** said. "It's just a starting point for our conversation."

The second budget option of almost $200 million would sustain existing services, as well provide funding for performance-based wage increases and increase reserve funds for unforeseen expenses. The third spending plan would be an "enhanced budget" of about $213 million to cover expenses related to council priorities, such as additional police officers recommended by a consultant to improve emergency response times. Among the funding options staff presented was a proposed fee charged to all properties to cover the cost of fire department services and eliminate that department's dependence on tax revenue. Implementing a fee to cover the full cost of fire services would amount to $370 per household and raise an estimated $31.5 million, according to the budget report.

A consultant, Ecological Planning Group, also presented reduced rates as an option that would cover between 50 percent and 75 percent of fire service costs and raise about $15.7 million to $23.6 million. Property tax increases and decreases of between half a mill and two mills were also proposed, with revenue impacts ranging between $2.5 million and $10 million. "Anything you decide today for this budget is going to play out and have an effect for the next few years," said Erick van Malssen, who was working with the fire fee consultant. A hardship fund to assist low-income property owners is now being considered as part of the fire fee proposal, if it is adopted.

Savannah Alderman Van Johnson said he is still concerned about the fee's impact since renters would not be eligible to receive payments from the fund, even if the fee's cost was passed onto them by landlords. But Alderman Julian Miller said rental rates are established by the market and he does not expect tenants to be adversely affected as a result of the fee. Alderman Tony Thomas said renters would be impacted, but that the more than 5,800 tax-exempt property owners benefiting from fire services need to contribute to those costs. "Those folks have got to participate," Thomas said. "It's going to be tough for some people, but some people have been riding this system for decades."

The $12.7 million in spending cuts are being proposed, despite projected increases in property

tax revenue and other tax revenue streams this year and next. The shortfall is due to a combination of factors, including an increase of tax exemptions, operating costs and growing debt payments related to property purchases, infrastructure improvements and public safety purchases, **Hernandez** said. "We have a lot of needs in the city that far exceed the revenues available to us," he said. A surplus of about $3.8 million is actually anticipated for 2017, due to higher than projected tax growth and salary savings from a hiring freeze. Those funds are proposed to be used to offset a budgeted use of reserve funds for 2017 and help cover expenses related to hurricane damages and capital project overruns.

The city is also anticipating some employee payouts due to some officers joining the county police department, following the split of Savannah-Chatham police. Planned civilian staff cuts stemming from a government restructuring should only result in a "handful" of employees actually leaving the organization since those impacted will have the opportunity to fill other positions, **Hernandez** said. The second day of the budget retreat is scheduled to begin at 8:30 a.m. Friday. During the workshop staff will need the council to make a decision on what type of funding options or cuts they want to move ahead with, **Hernandez** said. "I have to get some clarification on what they want to do because I have to put together a final budget," he said.

Savannah Now – Savannah Morning News (GA)
February 11, 2017

Poverty Persists in Savannah, Despite City Programs
Author: *Eric Curl*

Austin Spell, 20, wants to be a pipe-fitter or EMT. That is why he was recently sitting in a classroom at the Moses Jackson Advancement Center, where he and six others were registering for a GED program put on by Savannah Tech. Spell said he was pulled out of school by his stepfather in eighth grade and he does not have the educational background he needs to meet his career goals. "I'm planning on getting my bachelor's degree and see what I can make out of myself," he said. The GED program is one of many programs at the city-supported advancement center that are meant to help Savannah residents find employment. Still, Savannah's high poverty level persists. The percentage of Savannah's population living below the poverty level was almost 27 percent in 2015 — up from almost 22 percent in 2000, according to the US Census Bureau's American Community Survey. The increase occurred as the city invested $2.7 million in general funds in anti-poverty programs between 2011 and 2016, including $642,600 to support the advancement center, according to a recent report presented by city staffers. During that time, another $1.1 million was spent supporting Step Up Savannah's job training and anti-poverty initiatives, and $981,304 went toward various social service agencies.

About a million dollars in federal funds supported the advancement center and social services offered by America's Second Harvest of Coastal Georgia, Union Mission and Lutheran Services of Coastal Georgia. Taffanye Young, Community and Economic Development Bureau chief, recently attributed the increased poverty rate to the recession when she presented the report to the Savannah City Council during an economic mobility workshop. "You had a lot of jobs that were lost," Young said. "A lot of people with higher incomes and higher skills ended up taking some of the lower skilled jobs." And job training is no "magic bullet" when residents have child care, transportation, substance abuse and criminal background issues to deal with, Young said. Only 17 percent of the 507 individuals who received job training through the city-funded programs since 2011 ended up becoming employed, according to the staff report. Those type of results are not satisfactory, City Manager **Rob Hernandez** told the council. "We may have to do something entirely different with some of these populations that have drastic barriers," **Hernandez** said.

Hospitality programs
Other programs have fared better, however. The US Department of Labor's Workforce Innovation and Opportunity Act only employed 34 percent of the 1,256 Chatham County participants since 2011, although many of those participants are still engaged in the program, according to the staff report. And since 2014, 316 adults received job training through the Step Up's Chatham Apprentice Program, with 59 percent becoming employed. Another 159 jobs have been created or retained since 2011 for low- to moderate-income residents through a city-supported loan program administered by the Small Business Assistance Corporation. Goodwill of Southeast Georgia is helping residents find work with the launch this year of a hospitality training program at the advancement center. Rashena Platt, one of the six-week program's

participants, said that after three months of being unemployed, the program helped "get her foot in the door" and find a job as a housekeeper.

Whether hospitality-based jobs will help Savannah reduce the poverty rate has been a matter of local debate. The growing number of hotels has drawn some criticism from residents, who are concerned about the city becoming too dependent on what they contend are low paying jobs. But Borish Jenkins, a Goodwill Career Center assistant who conducts the training course, said the hospitality industry does offer opportunities for advancement and better pay. Hotel employees, for instance, can start as a housekeeper, go to front desk, then become a supervisor and from supervisor become a general manager, said Jenkins, a former hotel employee himself. "I know it can be lucrative," he said. And some hotels, such as developer Richard Kessler's Plant Riverside $270 million hotel project being built along West River Street, are going to be offering higher pay, Jenkins said.

The Plant Riverside project is located in a state opportunity zone, which makes Kessler eligible for job tax credits for providing employment in an impoverished area. The hotel is supposed to create 700 full-time permanent positions with benefits, including health insurance, and Kessler is required to pay at least $10.25 as part of the tax credit agreement, but he has said beginning wages could reach as high as $15 an hour . As for Platt's plans, she said she plans on working her way up to be a manager. "You always have an opportunity for advancement," she said. "So just take your time and move up."

'Outside the box'
City staffers said that they plan on improving coordination among service providers, identify new revenue sources, aggressively promote programs, and think "outside the box" to reduce the poverty rate and provide more employment opportunities. Young said that the city may want to try to re-implement a partnership with a local church that had retirees provide training, such as brick laying, for residents seeking job skills. Staff is also working on a proposal that will hopefully address some of the hard to hire issues with respect to city contracts and city employment, **Hernandez** said.

https://www.wsav.com/news/savannahs-city-manager-on-his-first-3-weeks/
Nov 9, 2016

Savannah's City Manager on His First 3 Weeks
by: Andrew Davis

He was the choice of the council to lead the city of Savannah. In just three weeks on the job, City Manager **Rob Hernandez** has already been through a hurricane and multiple murders. But what does Savannah's City Manager thinks the next three weeks, months, even years may hold. "Making decisions without having all the appropriate facts or knowing all the different facets of the community that could be dangerous," said **Hernandez**. That's why **Rob Hernandez** says he is in "listen, learn and observe" mode. Observing the community he now helps shape.

Shaping with a community and a staff he has already seen deal with a hurricane, and thrive under pressure. 'The reverse would be that i'm here 6 months or a year and we would have a crisis and what would be going through my mind would be, well i don't know who I would rely on, I don't know how this team is going to perform, I now know that," explained the City Manager. He also knows is that crime in Savannah is a problem. "The community is very concerned about it, the community expects us to take proactive measures and we have," said **Hernandez**.

But the same community also may be too focused on each and every criminal act. "When we have an instance of crime that happens here it's unfortunate," explains **Hernandez**. "But it stands out more i think in the community mindset because it's out there its closer to them it gets publicized more in the city of Savannah." But he is not ready to rubber stamp the high cost of putting more officers on the streets. Stressing Fiscal responsibility, he hopes to find "progressive" ways to get police what they want in 2017. "My job is to balance all the competing needs in the community and to try to make a fiscally sound and operationally sound recommendation to the nine that eventually have to make the decisions," explained the City Manager.

The decisions about growth of our city is foremost on **Hernandez**'s mind. "We can't afford to be as methodical as we have been in the past again because the world is moving at a breakneck speed, and we have to keep up with the world," said **Hernandez**. "Are we behind?" "I'm not saying we are behind. But we have to pick up the pace." Pace of life, and pace of drawing businesses to Savannah. "Make sure they know Savannah more than just a great place to visit. A great place to relocate your business," said **Hernandez**. "Oh and by the way they have a really great local government as well."

Sun Sentinel
SEP 21, 2016

Deputy Broward administrator leaving for Savannah
By Brittany Wallman

The No. 2 official in Broward County government has resigned, after accepting a job in Georgia. Roberto "Rob" **Hernandez**, deputy county administrator, said in a letter to County Administrator Bertha Henry earlier this month that it was with "great sorrow" he submits his resignation. **Hernandez** was responsible for a large portion of county government, and also brokered the deal with the Florida Panthers that increased the hockey club's public subsidy but helped ensure the team would stay. In a handwritten note on the resignation letter, he thanked Henry for mentoring him, and giving him "the tough tasks to take on, like the arena."

Besides the deputy position, Henry has two assistant county administrators, Monica Cepero and Alphonso Jefferson, and two assistants to the county administrator, Gretchen Cassini and Alan Cohen.

Hernandez has been the deputy in Coral Springs and in Atlanta's Fulton County. But he said his professional goal was to be in the top position. "I'm not getting any younger and the years are just flying by, so this was the right time and the right community," the 50-year-old **Hernandez** said in an email recently. "I did not want to take any city manager or county manager job just for the sake of it, unless the community was right. Savannah is a nice town with lots of positive attributes and challenges, too." **Hernandez**'s resignation is effective Oct. 9.

WTOC 11 (GA)
August 11, 2016

City of Savannah Names Roberto Hernandez as Sole Finalist for City Manager
Author: *Sean Evans*

The City of Savannah held a news conference on Thursday to discuss updates in the search for the new city manager. After a nationwide search, and in a unanimous consensus and recommendation, **Roberto Hernandez**, deputy county administrator of Broward County, Florida, has been named the sole finalist for the position of City Manager of Savannah. Choosing **Hernandez** was a unanimous decision by city council members, and **Hernandez** has accepted the offer pending contractual negotiations according to Mayor Eddie DeLoach. Deloach said **Hernandez's** hands-on approach, experience in government and energy are some of the qualities that separated him from the other candidates.

According to the Broward County Government website:
Hernandez is an ICMA-Credentialed Manager with more than twenty years of progressive and responsible local government management experience. He re-joined Broward County in July 2013 as Deputy County Administrator. Previously, he served as Deputy City Manager for the City of Coral Springs overseeing various city functions as well as the city's community redevelopment agency. Prior to Coral Springs, he served as Deputy County Manager for Fulton County, Ga., where he oversaw public safety agencies, unincorporated area services, the Office of the Child Attorney, offender reentry program, and coordinated with the County's constitutional and judicial agencies. He previously served Broward County in a variety of capacities from 1994 through 2008, including serving as an Assistant to the County Administrator from November 2003 to June 2008. **Rob** retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

Hernandez was a finalist for two other jobs previously. He was a finalist for the El Paso County, TX County Administrator position earlier this year, and was a finalist for the Delray Beach City Manager position in 2014. **Hernandez** talked about the advantages the region presents, with the ports, travel opportunities with Savannah-Hilton Head International Airport and the proximity to the beach and overall rich history, as well as the military presence. "I was very impressed by the passion from the city council in terms of what they see happening in the city over time, and their strong dedication to the community. That really, that really sold me," said **Hernandez**. While in Fulton County, **Hernandez** oversaw multiple departments including police, fire and rescue and also served as the county manager's liaison with judicial agencies.

Mayor DeLoach says he believes **Hernandez** could come in and start working right away with the police department and judicial services in Savannah to address crime. Alderwoman Carol Bell says she was impressed with how much **Mr. Hernandez** knew about the city and its operations already. So WTOC asked the front-runner what he's observed so far and hopes to achieve as the next city manager. "The need for continued re-investment in certain communities, a progressive strategy for bringing new investment for the community, for growing jobs. For

fixing and updating the condition of the infrastructure. Those are the things that everybody goes through, it's very common. But that's certainly something that I'm going to have to tackle once I get there," said **Hernandez**. Savannah City Council members met on Wednesday to hear from the search committee about where they are on the final candidates up for the position. The council and search committee then met behind closed doors in an executive session.

Current City Manager Stephanie Cutter announced her retirement at the beginning of the year, setting into motion a nationwide search for her replacement. So, what exactly was the city looking for when they put out the posting for a new city manager? It's an important question given that at least the last two city managers were not what the respective city councils eventually wanted in the role. First of all, for those who forgot or perhaps never knew, ours is a Council/City manager form of government. Meaning while the council appoints a city manager, the city manager runs the city and some might argue, the city council itself.

First and foremost council was looking for a person who had worked with and understood the challenges of a diverse community, not just racially but economically. Someone who could bring new ideas for breaking the cycle of poverty among those living in certain neglected parts of Savannah. And, of course, someone who bring new ideas to the table when it comes to fighting violent crime, in particular, gun violence. Here's an interesting role they want this person to fill: possible ax-man. Council, at least the newest members, want this new city manager to review city government top to bottom and start cutting if Savannah's City Hall has gotten too big, and taxpayers are paying too much for something that could be done with fewer people and resources.

For filling this role, our new city manager will receive the city's benefits package and a salary between $210,000 and $300,000. That's yet to be negotiated if **Roberto Hernandez** is our man. We mention briefly where this candidate has been and what positions he's held in the past. You may be thinking of all his deputy roles that this guy has always been the groomsman and never the groom. And **Hernandez** anticipated that issue in his actual resume' saying, "…I've resisted the temptation to 'chase' city manager positions solely for the sake of becoming a city manager at any cost. Instead, I've judiciously and patiently served in deputy roles in great organizations and exceptional communities."

Hernandez considers himself a pretty simply, straight-forward guy. He says his management style is fluid. It adapts to the specific situation. Not that we're looking yet, but **Hernandez** will tell you he is clean. This is what he told recruiters before tossing his hat in the ring: "…There is 'no dirt' on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night." We will continue to follow those negotiations and let you know exactly what the city decides when it comes to salary, contract length, start time and other allowances.

Tribune Content Agency News Service (USA)
May 20, 2016

Is Broward ready for a hurricane hit? Drill shows how rescue would work
Author: *David Fleshler*

May 20--After raking the Florida Keys and Miami-Dade County, Hurricane Kimo reached Miramar as a lethal Category 3 storm, with sustained winds of 129 mph, and tore a diagonal corridor to Deerfield Beach. The slow-moving storm bore into the county for seven hours. A tornado struck Pembroke Pines, Cooper City, Davie and Fort Lauderdale. An eight-foot storm surge trapped people on barrier islands. With cell towers damaged, many smart phones became useless. This was the scenario Thursday as Broward County conducted a full-scale hurricane drill at the Emergency Operations Center in Plantation to prepare for the June 1 opening of hurricane season. About 300 people gathered on the operations center's vast open second floor to practice receiving calls for help, coordinating responses and dealing with the countless challenges of a natural disaster.

"We've got to get it right the first time," **Rob Hernandez**, deputy county administrator, told the group. "The public expects that we'll get it right the first time. We can't offer them excuses. There are no alibis, there are no mulligans." The scenario began seven hours after the all-clear, as the county lay damaged, darkened by power outages and full of a untold crises, with fatalities reported, residents trapped by floodwaters and many situations requiring immediate attention. Like much of contemporary life, the response to the crisis would be coordinated largely through a computer software program, in this case WebEOC 8.0, a crisis-management system developed by Intermedix Corp. of Fort Lauderdale.

As calls for help and reports of problems such as power outages came in, it was up to those in the room to route them to the right agency or issue the correct orders to deal with them. The group included representatives of law enforcement agencies, fire departments, the county government, Florida Power & Light Co., city governments, the Red Cross and many other organizations. A call to rescue four people trapped on a roof in Oakland Park was routed to the Broward Sheriff's Office, said Major Kevin Shults, who headed the Sheriff's Office group at the emergency operations center. But the law enforcement agency's helicopters didn't have the sort of basket-and-line system required for such an endeavor. They asked the Coast Guard to do it instead. A call for water came from Pompano Beach, where the storm damaged the treatment plant, reducing its output by half. Alan Garcia, director of the county's division of water and wastewater services, ordered emergency interconnects from a county water plant that would temporarily provide the city with sufficient water.

In the pressroom, public communications specialist Cindy Malin scrawled occasional updates on a white board: "Flooding and tornado damage throughout county. Exact location TBD." "Drones being used to assess damage." As the various reports, crises and calls for help came in, evaluators in green vests observed the work in each area. They will prepare written reports. The Red Cross, which operates shelters, faced a crisis when 2,500 people showed up at a Coconut Creek shelter that was already full. The issue was "escalated" to a high-ranking group of

decision-makers, who authorized the opening of an additional shelter. "The exercise is to test our abilities to collaborate, communicate and respond," said Roberto Baltodano, the Red Cross' regional communications manager. "These are things that could happen during a real hurricane. We've had these hurricane scenarios." The county has not seen a direct hit from a hurricane since Wilma in 2005. "It's been 11 years since we had one," County Mayor Marty Kiar said to the group before the drill began. "Hopefully this will be another year that we're hurricane-free. But eventually we're going to get hit."

South Florida Sun Sentinel (FL)
Dec 8, 2015

Deal helps Panthers, helps Broward more

The Broward County Commission should approve a new agreement today with the Florida Panthers because the deal would better protect the public's investment in the BB&T Center. One can argue persuasively the county was wrong to make that investment of tourist tax revenue 20 years ago, when the Panthers wanted out of the old Miami Arena. A National Hockey League team draws fewer tourists than Broward's beaches and the convention center. The county, however, can't back out of that commitment. With that in mind, county administrators make their more persuasive case for the front-loaded $86 million deal that would run through 2028.

One argument against the deal is the public shouldn't subsidize the rich owners of the Panthers. Deputy County Administrator **Roberto Hernandez** responds that the money -- none of it property tax revenue -- would go toward the arena, not the Panthers. The team owners also run the company that manages the BB&T Center. They would have to spend the $86 million on improving, operating and promoting the arena, of which the team is the main tenant. The county would have to sign off on the improvements. The team also would continue to pay $5.3 million per year toward the arena's debt, which will be paid off in 2028. So the county's investment would go to the county's facility.

The other main argument against the deal is the county should spend the money on projects that better play to Broward's tourism strengths -- such as beaches. Two other key priorities are an expanded convention center and a convention center hotel. The arena is far from the county's major tourism hubs. **Hernandez** acknowledged, "We are very sensitive to that." He believes, however, the county can "meet all of our obligations" regarding tourism promotion, especially beach renourishment. County officials, **Hernandez** said, routinely have made conservative estimates of 3 percent for increases in tourist tax revenue. In fact, annual increases have been more like 5 percent.

The county has put much of that balance in reserve, **Hernandez** said. A recent study of the tourist tax questioned the amount of money held in reserve. Doing so, **Hernandez** said, means the county can use that money for one-time projects like beach renourishment and still pay the recurring expenses of the Panthers deal. Part of this story is the coming debate over raising the tourist tax from 5 percent to 6 percent, even though none of that potential revenue is part of the Panthers deal. It is generally agreed money from the sixth cent would go toward convention center expansion.

Hernandez said the county is waiting for bids on the expansion. When administrators have an idea of the cost, the county will start discussions on raising the tax. Miami-Dade and Palm Beach counties have raised their tourist taxes to 6 percent. +The deal would cut the county in for a share of profits if the money-losing Panthers became big winners on the ice and financially. The arena would have a better chance of getting an all-star game, and the team would continue to help youth hockey in Broward. All are nice points, but the focus of the deal, correctly, would remain

on the BB&T Center. The healthier it is, the better for the county. Losing the Panthers would mean losing 40 dates, and the BB&T Center has lots of regional competitors. So the arena is healthier with the Panthers, and with the team having a better chance to succeed.

Having studied the financials, **Hernandez** said, "We came to the conclusion that it would cost the county almost as much if the team stayed as if the team left. It's almost an economic wash. So if we would pay with or without them, it's better to have them." The deal would allow the Panthers to leave after eight years, but the team would have to repay the $72 million in tourist tax revenue it had received. If the team left after eight years, the county would have enough money to repay the arena debt. As long as the Panthers stay, **Hernandez** said, "We transfer a lot of the responsibility to the team." The county also would get development rights to land around the arena. One other point in the deal is worth noting. Two decades ago, the county committed to spending two cents of tourist tax revenue on the arena. The county hasn't met that obligation. Under the deal, **Hernandez** said, the Panthers would drop all claims to any unspent money. There might be emotional reasons to reject the Panthers deal. There are better business reasons to approve it.

Capital Gazette (PA)
March 3, 2015

Broward Commission Brainstorms Ways to Help Struggling Center Pocket of County
Author: *Brittany Wallman*

In the heart of Broward County is a zone of economic depression that even the most dramatic real estate boom didn't lift out of poverty. The unincorporated neighborhoods in the 33311 zip code — roughly between Interstate 95 and U.S. 441, north of Broward Boulevard — were left behind by the cities around them. No city will take them. County commissioners are their only local government. Commissioners met Tuesday to talk about the central county community — four mostly African-American neighborhoods of about 7,000 people — and agree on a host of small efforts to help. Only $4.8 million is allotted for economic development there — a sliver of the county's overall $4.1 billion budget. County Commissioner Dale Holness, the area's only direct local representative, said it's the first economic development money the county has spent there since the 1980s. About $30 million has been spent on improvements of roadways, bus shelters, drainage and the like. The moves commissioners endorsed Tuesday are hardly dramatic: Relocating a Boys and Girls Club to Delevoe Park, continuing building homes on 144 lots the county owns, working with small businesses to improve properties by offering loans or grants, giving a makeover to some of the roadways, improving parks, and banking land for future redevelopment. No one promised an immediate turnaround. "It doesn't happen overnight," county Economic Development Director Sandy-Michael McDonald warned. But county leaders said they support a renewed focus. "I'm glad to see we're moving forward with some planning," Holness said, "because the community desperately needs it." While the rest of Broward enjoys a rebound from the Great Recession, with three years now of positive economic growth, the central county zone remains stagnant. "These communities look to us to guide them along the way to economic prosperity in their neighborhoods," Deputy County Administrator **Rob Hernandez** said.

Joblessness is down to about 5 percent countywide. But in Central Broward, it ranges from 21 percent in Boulevard Gardens, to 22 percent in Roosevelt Gardens, to 32 percent in Washington Park, to an astounding 44 percent in Franklin Park. Holness said many residents there lack transportation and job skills, and some have criminal backgrounds — all obstacles to employment. Countywide, the median household income is $51,251. In the central county area, it's significantly lower, at $33,432, Assistant County Administrator Alphonso Jefferson said. Crime is down there, county officials said. Still, the number of rapes, burglaries, car thefts and assaults are relatively high in such a small area, county leaders said, and residents complain they regularly witness drug deals and prostitution, as well as assaults. Broward County Administrator Bertha Henry said she would begin implementing the economic development ideas discussed Tuesday. McDonald said he hoped to leverage the money to spark private investment from business owners. Each project will return to a County Commission agenda for approvals. Across downtown, at the Fort Lauderdale City Commission, Commissioner Robert McKinzie asked that the city take another look at annexing the unincorporated areas. The city will move in that direction.

Broward New Times (FL)
March 18, 2014

Florida Panthers Asking for Public Money, but Proposal Seems to Benefit Only the Team
Author: *Chris Joseph*

Looks like the Florida Panthers' latest proposal to Broward County has altered language that would basically screw over the county while they make the big dough, according to a rundown of the proposal by the Sun Sentinel. The first proposal the Panthers made at the beginning of the year had asked the county for something around $70 million, claiming that they had been losing $20 million and that they need public funds to keep from being dissolved from the NHL. This latest proposal asks for $80 million or more. The Panthers also want to develop 22 acres north of the BB&T Center for a casino-hotel that the county is also supposed to pay for. The Panthers turned over the 57-page proposal to Broward County commissioners and, according to the Sentinel's findings, it boils down to more money for the team while the county gets the shaft. Those wishes are not far off from when the team asked for county money originally back in January. The team's original proposal included taking $4.5 million of its annual payment off the books and having it picked up by Broward County. The team also asked the county to contribute $500,000 a year toward maintenance.

The latest proposal says the Panthers need a hotel-tax subsidy package worth $80 million over the next 14 years to keep them from losing money. But the overall deal would seem to benefit only the Panthers. "As currently written in their proposal," Deputy County Administrator **Rob Hernandez** told the Sun-Sentinel, "it would definitely have an impact on our ability to share in any of the profits." County officials say they won't support the proposal without a better return for Broward's taxpayers. Back in September, the Panthers were bought for $240 million by Cliff Viner and Sunrise Sports & Entertainment to a group led by New York businessman Vincent Viola. The Panthers have had an operating loss of $12 million for the 2011-12 season and were worth $170 million, according to Forbes. As for Panther and hockey fans' reaction to this, they took to Twitter with the usual vitriol.

US Fed News (USA)
August 11, 2013

Broward County Names New Deputy County Administrator
Author: *Staff*

Broward County has issued the following news release:

Broward County Administrator Bertha Henry has announced the appointment of **Roberto "Rob" Hernandez** as the new Deputy County Administrator. **Hernandez** is an experienced public servant who served as deputy county manager for Fulton County, Georgia, and most recently as deputy city manager for Coral Springs in Broward County. He is returning to County Government, where he first began serving the County in 1994 and most recently served as an assistant to the county administrator from 2003 to 2008. As deputy county administrator, **Hernandez** will assist the administrator in managing the day-to-day operations of the County, and oversee the activities of several large departments, including Public Works, Human Services and Environmental Protection and Growth Management, as well as the Parks and Recreation, Libraries and Cultural divisions. Also reporting to **Hernandez** will be the Office of Economic and Small Business Development, Office of Public Communications, Office of Intergovernmental Affairs and Professional Standards, and the Office of the Medical Examiner and Trauma Services.

Henry said, "We are excited to have **Rob** back with Broward County. He has dedicated much of his professional life to public service and has a keen understanding of how county government programs and services help meet the needs of our residents, businesses and visitors. He will be a valuable asset to the County and the community." **Hernandez** has a bachelor's degree in public administration from Florida International University, and a master's degree in public administration from Nova Southeastern University. He is a graduate of the Broward Fire Academy and the U.S. Army John F. Kennedy Special Warfare Center and School. He retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

McClatchy-Tribune Regional News (USA)
February 6, 2013

Brief: Coral Springs Offers Incentive to Company
Author: *Lisa J. Huriash*

Taxpayers will be handing over cash to a new business considering coming to town, although they don't know yet who is getting the check. City officials said the business, described as a "pharmaceutical manufacturing, research and development" company, is a coup for the city. The company is expected to bring 108 jobs and a new source of tax revenue to the city.

Dubbed "Project Rock Solid," the business will receive $540,000 in state, county and city money in incentives through the state's qualified target industry tax refund program. In addition to the city's portion of $54,000, city commissioners agreed Tuesday to allow $825,000 in credits that would normally be paid for fees such as building permits.

"The bottom line is if we don't offer incentives, somebody else will," said **Rob Hernandez**, deputy city manager. "It's the cost of doing business." The company is allowed by state law to remain unknown to the public while it's in this process of receiving incentive money. **Hernandez** said the company asked to remain anonymous for competitive reasons.

McClatchy-Tribune Regional News (USA)
December 13, 2012

Coral Springs to Consider building New City Hall
Author: *Lisa J. Huriash*

City commissioners said Tuesday they were open to the idea of spending millions of dollars to construct a brand new City Hall. "To me, the short answer is yes," said Commissioner Claudette Bruck. "We should proceed and we should proceed now." City leaders must now decide if they really want the new building, where it will go and how to pay for the estimated $25 million cost. It will eventually be a "financial decision," said Vice Mayor Tom Powers. "There's way too many questions." For about a year, former Mayor Roy Gold had proposed closing both City Hall buildings on the north and south sides of Sample Road to construct one large facility.

But while some commissioners had previously said the project could become unwieldy and too expensive and they doubted there would be public support, the majority now seem open to at least further discussion. Deputy City Manager **Rob Hernandez** said the 45-year-old building was "outdated and functionally obsolete." "You can go anywhere and hear conversations in the next office," he said. And, the current building is "not a source of civic pride." "That's depressing," Bruck said. **Hernandez** also said the current building is expensive to keep up, with $1 million alone needed to retrofit the building to accommodate a new telephone system.

"If we're pouring money into a facility that is no longer worth pouring money into," the commission should consider a new building, said Commissioner Dan Daley. City Manager Erdal Donmez said the city staff will come back with "more refined numbers" in late January with the projected costs to build a new City Hall at various spots, which include the current location, Mullins Park, and the area envisioned to be built as a downtown.

Several South Florida cities have recently built new City Hall complexes. Doral earlier this year spent $22 million on its new building and Wellington built its new building last year for $10.5 million. In Coral Springs, officials said municipal bonds would be the best way to cover the expense Commissioner Larry Vignola said he has always opposed the plan and still does. "Is it a top priority to spend more than $20 million on? Not in my opinion, and not in the opinion of the majority of our residents. I don't why we're still talking about this. I don't think now is the time for a project like that."

South Florida Sun Sentinel (FL)
November 24, 2011

Springs Gets New Deputy City Manager
Author: *Arun Sivasankaran*

Roberto Hernandez, who has over 20 years of progressive and responsible local government management experience, has been appointed Coral Springs Deputy City Manager. "I look forward to leveraging **Rob's** operational expertise to continue delivering exceptional services to our community with the best possible level of service," City Manager Erdal Donmez said. Prior to joining Coral Springs, **Hernandez** was the Deputy County Manager for Fulton County since 2008. **Hernandez** also served as an Assistant to the County Administrator for Broward County. Before that, **Hernandez** served in a number of key roles with local government.

His professional experience includes key positions in public safety, housing and community development, and social services. In addition, his military service includes more than 23 years in the U.S. Army Reserves. He has held several leadership positions and has served on Active Duty in support of several military operations. **Hernandez** holds a Master of Public Administration degree from Nova Southeastern University and a Bachelor of Public Administration from Florida International University. **Hernandez** also obtained his certification in firefighting from the Broward Fire Academy.

The Atlanta Journal-Constitution (GA)
May 25, 2011

Illegal Dumping
Putting the Brakes on Tire Dumping
It's no Easy Task as Illegal Activity Stealthily Spreads Across State
Author: *Ernie Suggs*

Over 10 days last fall, someone made three trips to the Arts Exchange and dumped more than 1,000 old, dirty tires onto the property. The location was ideal. Easy access off I-20 in southeast Atlanta. A dead-end road. A wide-open space. Across Georgia, there are hundreds of examples of illegal tire dumping such as this, on public and private lands, creating a problem that is as much health hazard as it is eyesore. Of 10 million scrap tires generated in the state annually, an estimated 1.5 million are discarded illegally, the Georgia Environmental Protection Division said. And Atlanta finds itself at the center of this rubberized abandonment, with its city council compelled this week to form a separate tire commission to combat the violators. The city annually deals with 450,000 scrap tires, nearly 70,000 of them dumped illegally, said Winthrop Brown, Georgia EPD program manager.

Not surprisingly, money is at the heart of this problem: Tire salvagers get paid to collect tires but many of them won't pay for recycling. So they dump the tires. Everywhere they can. "It is a very significant problem in the state, because of the expense and because these tires are breeding spots for mosquitoes and vectors," said Brown, noting that Newton County last year collected 67,000 dumped tires. "Dumping is bad in metro Atlanta because of the population, but dumping is increasing in rural areas because of the distance they have to travel to get rid of tires."

As part of his job, the EPD's Brown regulates how tires are disposed from car dealerships and tire shops, among others. Businesses must pay for a carrier to pick up truckloads of old tires. Otherwise, there is little concentrated enforcement. Tire dumping is a felony, but there are just five criminal cases currently pursued by the state, though several people previously have served prison time for this offense, Brown said. "If nobody calls it in, we have a hard time prosecuting," Brown said, adding there are only a few local jurisdictions, such as Columbus and Macon, that have their own laws on the books, though state regulations exist. In April, Atlanta Councilwoman Joyce Sheperd, who pushed for the tire commission, led a clean-up in District 12 in which 2,000 tossed tires were collected. In southeast Atlanta, she has overseen the retrieval of 4,711 tires this year, and more than 10,000 over the past five years.

Fulton County Deputy Manager **Rob Hernandez** said south Fulton has the same problem as Atlanta with illegal tire dumping and no ready solution. The county has considered putting a deposit price on used tires, similar to glass bottles, to encourage residents to take them to a landfill. "It's difficult to prosecute offenders unless they're caught in the act," **Hernandez** said, "and Fulton lacks the staff to try to trace tires back to suppliers and find out who they were sold to." Last summer, the Fulton County health department spent $23,000 on a tire drive that netted 2,100 tires. The public works department pays $50,000 per year to dispose of old tires. "This has been a real problem for us," said Cheryl Odeleye of the Arts Exchange, surveying the endless

and unwanted black mountain left near the center. "It is a health hazard. And it is a morale downer for someone to come in and be so disrespectful to us."

Piles of old tires don't necessarily present toxic health issues, rather they serve as nesting places for rats, snakes and mosquitoes, little consolation to those left with this mess. Across metro Atlanta, jurisdictions vary in how to deal with dump sites. DeKalb County officials said they defer to state law in dealing with tire dumping. In Clayton County, illegal dumping can land someone in jail for six months. Cobb County claimed it hasn't had much of an issue with discarded tires, outside of a few isolated incidents. "What a lot of people don't understand is that there are a lot of expenses involved in tire disposal," Dewey Grantham of Liberty Tire Recycling said.

If operating lawfully, a carrier takes used tires to a recycler, where in Georgia there is a 90 percent chance these tires will be converted to fuel. A carrier typically charges $2 per tire, but has to pay the recycler $1 for each, cutting into the profit. An illegal carrier might charge $1.50 per tire on pick-ups, bypass the recycler and leave the tires at an isolated place like the Arts Exchange. There also have been cases in which people have rented trucks and abandoned them filled with old tires. Bolder criminals have stocked empty warehouses with worn tires. The state lacks funding to properly monitor tire disposal. For every new tire larger than 12 inches and sold in Georgia, a consumer pays a $1 fee, which was supposed to go to a solid waste fund. Yet for two years, state lawmakers have diverted the funds elsewhere, covering other needs. Limited state spending also has resulted in fewer inspectors, making it harder to monitor and clean up tire dump sites.

The Arts Exchange, even with more than 1,000 tires, had what was considered a small clean-up. Liberty Tire Recycling volunteered to remove the tires, employing four workers. The tires were loaded in less than two hours. Grantham said his company processes 25,000 tires daily. "What is unfortunate is that illegal tire dumping gives tire recycling a bad name," Grantham said.

Tire disposal
Number of scrap tires generated in Georgia annually: 10 million
Number of those that are disposed of illegally: 1.5 million
Fulton public works department's expense each year for tire disposal: $50,000
State fee charged on each new tire larger than 12 inches that is supposed to fund a solid waste fund, but has been diverted for the past two years for other purposes: $1

The Atlanta Journal-Constitution (GA)
May 16, 2011

Your Tax Dollars
Grumbling Greets Amphitheater
Supporters See Boon for South Fulton; Opponents Question Use of Funds
Author: *Johnny Edwards*

South Fulton has a lot to brag about these days. After last week's announcement that Porsche would leave Sandy Springs to build its North American headquarters near Hapeville, Fulton County officials will open the new 5,200-seat Wolf Creek Amphitheater. Supporters are counting on the venue becoming another Chastain Park, a regional draw where picnicking music fans take in classy, intimate concerts. Fulton County Commissioner William "Bill" Edwards, who has championed the $6.1 million project for the past decade, predicts it will draw the spending power of concertgoers from throughout the metro area to nearby stores and restaurants, bolstering a local economy hit hard by the recession.

But the amphitheater is a sore subject for north Fulton residents who say it's another case of the county government using their tax money for projects that don't benefit them. State Rep. Lynne Riley, R-Johns Creek, who opposed the amphitheater when she was a Fulton commissioner, said the $6.1 million shouldn't have come from the county's general fund. "Every citizen of Fulton County, regardless of where they live, top to bottom, is underwriting the cost of operating that facility," she said, "whether it's a gain or a loss."

Edwards said south Fulton residents pay county taxes, too. "South Fulton needs to be able to live, work and play right where they are," he said. Business owners between the amphitheater, which is off Camp Creek Parkway, and I-285 expect a boost. Anwar Noorali, owner of Camp Creek World of Beverage, predicts a 15 percent to 20 percent increase in business on concert days from wine shoppers. "Any economic activity, and concerts that bring in a lot of people, will definitely be good for the local economy," Noorali said.

But some point to the location -- in the flight path of the world's busiest airport -- as an issue. Michael Fitzgerald, a Johns Creek resident and member of the Milton County Legislative Advisory Committee, said he can't fathom making a 45-mile drive to attend a show there, not with the constant roar of jet planes overhead. "One of the problems with Fulton County is it's too big, and that's a long way," he said.

The Wolf Creek Amphitheater has stirred tensions along the way. When the construction contract was approved in 2008, Riley and Commissioner Tom Lowe were outvoted 4-2. Riley contended that figures from a 2005 feasibility study -- which predicted the amphitheater would be profitable after three years -- needed to be updated. Edwards fired back that she and Lowe were trying to sabotage a revenue-generating project that south Fulton wanted. Edwards also brought up that the county spent $1 million on Alpharetta's Verizon Wireless Amphitheatre, which was privately built. The county's contribution came through a trade-off for north Fulton not having garbage service at the time. Gary Bongiovanni, editor-in-chief of Pollstar Magazine,

said a 5,200-seat venue will have a tough time up against the 6,500-seat Chastain Park in Buckhead, the 12,000-seat Verizon amphitheater, and the 19,000-seat Aaron's Amphitheatre at Lakewood in southeast Atlanta. The proximity to Hartsfield-Jackson International Airport won't help, Bongiovanni said. "Especially if you're talking about doing any acoustic acts," he said.

Fulton County Arts Council interim Director Michael Simanga, whose department will run the amphitheater, said he isn't worried about planes. Before construction began, the county held free concerts at the site, including Atlanta Symphony Orchestra performances. "You can't really hear it, once the music is playing," Simanga said. Grammy-winning soul/R&B singer India Arie will perform a free concert June 4 for the grand opening. No shows have been booked after that, he said, though he's in negotiations for some. Riley questions whether Wolf Creek will cover its operating costs.

The county doesn't have a detailed operating budget yet. Deputy County Manager **Rob Hernandez** said planners didn't expect the facility to be finished this soon, so the upcoming concert season will be something of a trial run, with 10 shows at the most. The plan is to recoup costs through concert bookings, and the County Commission has approved a fee schedule. Expenses should be limited to electricity, water, janitorial maintenance and groundskeeping, like any public park, **Hernandez** said.

Wolf Creek was the shooting venue for the 1996 Olympics, and it currently houses a police training center. A new library is in the works, and other plans include a sports complex, walking trails, horse trails, and an arts, cultural and events center, which also could generate revenue through bookings, Edwards said. Alre Alston, owner of the Ultimate Bar and Grille in Camp Creek Pointe shopping center, expects the amphitheater to bring him customers before and after shows. "I think it will be a good thing, as long as they bring in the quality clientele, not the rough clientele," he said.

Edwards said the county won't allow hard-core rap acts. He's looking for shows that appeal to south Fulton residents, citing performers that played free concerts -- R&B groups such as the Manhattans, the Spinners, the Dells and the O'Jays. However, he said, north Fulton residents are welcome to book shows, too. The amphitheater also can be used for church functions and graduations. On a recent visit, Edwards showed off the massive stage, the pristine dressing rooms for stars and the 4 feet of legroom between the rows of seats. He said he has no doubt the project will pay for itself. "It isn't about being sustaining," Edwards said. "Let me tell you what we want to pay: lights and water. This is for the people, for people to come out here and have a good time."

The Atlanta Journal-Constitution (GA)
January 22, 2011

Fulton Hikes Club Fees Despite Suit
Judge Declared Adult Ordinance Invalid after Free Speech Dispute
Strip Joints' Attorneys Debating Next Step
Author: *Johnny Edwards*

Fulton County will raise fees on strip clubs by hundreds of dollars this year and double them for nude dancers, even though the county remains locked in litigation over the fees after a federal judge recently declared the adult entertainment ordinance unconstitutional. With no discussion, the commission voted 5-1 this week to raise a list of fees on businesses and residents in unincorporated south Fulton expected to generate an extra $303,601 per year. Amid new and increased rates for false alarms, fire safety inspections, escort services and door-to-door salesmen were several license and permit hikes on the county's three nude bars off Fulton Industrial Boulevard.

Attorneys for the clubs say they are considering what to do: whether to seek an injunction or pay the fees and hope to recoup them as damages. "I don't know what right they have to increase them when the case is still being litigated," said Jim Cline, who represents Riley's Showbar. "I guess they can do whatever they want. I guess we can argue about it when we get to the end." **Rob Hernandez**, the deputy county manager for the South Fulton Special Services District, said the county attorney advised officials that since the lawsuit is still pending, Fulton is justified in raising the fees. If a club refuses to pay, it could have its license revoked and would face closure, he said. "There was an injunction ordered on certain aspects of the ordinance, but not all aspects of the ordinance," **Hernandez** said.

County Attorney R. David Ware did not return messages from The Atlanta Journal-Constitution inquiring about the issue. The judge's ruling arose from a First Amendment lawsuit filed by a group of clubs in 2001 that challenged the county's revved-up regulation of nude dancing as a prior restraint on free speech, part of a larger battle being waged throughout metro in both state and federal courts. The clubs won the 2001 case in U.S. District Court. It was reversed on appeal, and then it was sent back to District Court. In November 2010, Senior U.S. District Judge Robert Vining ruled that the code illegally put the clubs through a bureaucratic wringer, making them wait indefinitely for approval from police, fire and building departments. While Vining withheld judgment on whether the fees were too high, he did say that if sections of the ordinance don't hold up, none of it can stand. "Judge Vining has said that we don't have an ordinance," Cline said. "Unless they appeal, then there's no ordinance unless they go back and pass one."

But starting Feb. 1, the county will raise the cost of an adult entertainment license from $6,000 to $6,400 and annual license renewal from $4,000 to $4,300. Employee permits will rise from $300 to $325, permit renewals from $50 to $100, employee background checks from $50 to $55 and fire inspections from $30 to $75. The increases are expected to generate an additional $11,590 per year. Cary Wiggins, an attorney for Fannie's Cabaret, said that since nude dancing is protected speech, a county's licensing fees can be no more than the cost of regulation. He said

there is no evidence that nude bars cause any more problems for police than regular bars, and he doesn't see how Fulton can charge $4,000 to renew a license, much less $4,300. "I'm just unaware of any evidence justifying a rate hike," Wiggins said.

The third club off Fulton Industrial, Club Babe's, isn't taking part in the lawsuit. Managers at all three declined interview requests. Wiggins also represents two Sandy Springs clubs that, while no longer in unincorporated Fulton, are seeking back compensation from the period before Sandy Springs became a city. As with the state government and other local jurisdictions, the Fulton fee hikes are part of a strategy to make up for declining revenue without burdening property-tax payers. **Hernandez** said he is also trying to recover costs and adjust an array of charges, many of which haven't changed in five years, for inflation. North Fulton Commissioner Liz Hausmann cast the sole dissenting vote Wednesday. She told the AJC that she opposes raising any fees or taxes in this economy without reducing spending. She said she wasn't aware of the strip club issue.

The Atlanta Journal-Constitution (GA)
May 17, 2010

County Targets Image Change
Campaign is to Clean up Fulton Industrial
Code Enforcers, Police Start out Cracking Down on Boulevard's Motels
Author: *Steve Visse*

Fulton County has an image problem with its huge warehouse district: Its legitimate economic opportunities sometimes have been overshadowed by its undesirable qualities. This has caused companies to bypass it and take their business across the Chattahoochee River to Cobb and Douglas counties, or get out of Fulton and relocate. "We have had tenants who have been there for years and years and who decided to move across the river," said Tom Flanigan, ING Clarion asset manager. "I don't think it was taxes." To attract new business and keep what it has, Fulton is pushing a campaign designed to clean up what it says is the 10 percent of Fulton Industrial Boulevard that gives the rest of it a bad name. For starters, code enforcers and police have targeted motels that allegedly were centers for sex and drug trades; three were closed for health and safety violations, and a fourth was sold to a new owner, who refurbished the property and secured a Days Inn franchise.

The new motel has posted rules in the lobby banning unregistered guests from rooms and requiring identification to reserve a room as a customer. "We got rid of a hub of criminal activity," said Tom Phillips, county code enforcement administrator. "You can walk in there now and say, 'I can stay here.' Two years ago you wouldn't have said that. You might not even have walked in there." At its last meeting, the County Commission banned truck drivers from parking their big rigs in vacant lots off the boulevard and using them as unofficial truck stops. "Truck stops, as you know, have a link to prostitution," Phillips said. Even strip clubs such as Fannies' Cabaret are seeking a more orderly boulevard. Fannies' is trying to distance itself from prostitution, specifically the hookers who regularly have solicited the club's clientele when arriving and leaving. The club hired security to run them off. "It didn't used to be this way 15 years ago," said Thomas Madden, Fannies' Cabaret general manager.

Police have cracked down, making 107 prostitution arrests in the past two years compared to 41 in the three previous years, according to county statistics. The county is committed to restoring a clean-cut image to the boulevard's seven-mile roadway that runs from Fulton County Airport at Charlie Brown Field to Campbellton Road in south Fulton, according to Deputy County Manager **Rob Hernandez**.

The area has 89 million square feet of warehouse and commercial space but a county study released in March showed that several buildings and warehouses, developed in the 1960s and 1970s, are practically unusable. Seven properties are listed on the Georgia Hazardous Site Inventory, including five for the presence of cancer-causing vinyl chloride. Noting its potential, the study described the boulevard as potentially one of the largest and most prestigious warehousing and transportation hubs east of the Mississippi River. "Today it may still be the largest, but it has lost much of its prestige," the report concluded. Last month, the county used

the area blight and vacant warehouses to have the district reclassified as an opportunity zone urban redevelopment area. That allows it to borrow $26 million from a federal bond program and give employers a $3,500 tax credit for each new job for 10 years. **Hernandez** said the county wants to use the bond money to install crime surveillance cameras in the area. A $100,000 federal grant already was secured to increase police patrols and hire seven officers specific for south Fulton. "We're serious about this," **Hernandez** said. "We have put together everything we have available in our tool box to assist Fulton Industrial."

Satellite offices for county services and commissioners Emma Darnell and Bill Edwards have been set up to show the county is committed to improving the area. People have noticed. Companies recently either bought or leased separate industrial properties that cover a combined 260,000 square feet. With upgrades, the area should be able to sell itself. It is located in the center of a metro area that promotes itself as a national transportation hub. Fulton Industrial offers a regional airport and is close to Hartsfield-Jackson International Airport. I-20 is located nearby, as is the Norfolk Southern Intermodal container shipping yard in Austell, an industrial area crisscrossed by railroad tracks.

A next step would be to develop a Community Improvement District, which has happened elsewhere in Fulton and in Cobb, DeKalb and Gwinnett counties. CIDs require commercial property owners to tax themselves to pay for development plans, transportation alternatives and security. Boulevard activists so far have been unable to obtain 51 percent approval of the property owners to install a CID, which increases tax bills by 3 or 4 mills. Yet one man on board with this idea is Madden, the strip club manager, who recognizes that even the adult entertainment business needs better security. "We have to keep it clean here," he said.

The Atlanta Journal-Constitution (GA)
October 9, 2008

Fulton Begins Taking Steps to Aid 911 Center
Author: *D. L. Bennett*

Fulton County has begun making changes that officials hope will improve a 911 center beset by chronic understaffing and dangerous operator errors. By filling 12 vacancies and promising reforms to reduce job-related stress, county officials say they should be able to boost both work quality and employee retention. "We are adamant when we say we are going to solve the problems in the center," said **Roberto Hernandez**, deputy county manager. "Once we know all the facts, we will address it immediately. We will fix it."

Problems at the center that takes emergency calls and dispatches aid were discovered in August when an operator mistakenly sent help to the wrong location for a Johns Creek woman who later died. An Atlanta Journal-Constitution investigation found more than 1,000 write-ups of employees during the past five years for everything from fighting, dispatching mistakes and chronic tardiness to falling asleep on the job. Current and former employees complained that understaffing leads to workers being routinely forced to work 12- and 16-hour days, straining family life and causing conflicts in the center, dispatching and call-taking errors. The inquiry found mistakes that endangered not only callers seeking help but the emergency crews sent to provide aid.

Fulton also has launched three of its own investigations -- one by an outside consultant reviewing center operations, another by police of the incident on Aug. 2 and a third by **Hernandez** and others looking at employee satisfaction issues. Rather than wait for those all to be complete, County Manager Zachary Williams has filled 12 of 33 openings for communications officers and supervisors by reassigning operators who previously provided service for the city of Milton under contract. Milton dispatching is now handled by Alpharetta.

"This definitely should add value and reduce stress on the staff," said Commissioner Lynne Riley, who represents the city of Johns Creek, where Darlene Dukes died Aug. 2. Fulton also has in process two classes of trainees who should be able to fill all the remaining spots, a move he hopes will cut down on stress at the center and reduce conflict and mistakes. Everyone should be on the job within six months, **Hernandez** said.

"We remain committed to excellence in all public safety services, and recognize that 911 operators are the first link in the chain of emergency response," said Williams. "These men and women save lives each day." The auditor's report is now due Nov. 10. The internal probe by police should wrap up this week. **Hernandez** said the committee's work on employee issues is ongoing and its plans address issues like child care for employees who work odd hours and stress management.

The Atlanta Journal-Constitution (GA)
October 5, 2008

Not Enough Workers and a lot of Slack
Author: *Heather Vogell & D. L. Bennett*

A supervisor told 911 worker JoLynn Griffin she didn't have any days left for vacation. The Fulton County emergency center had barely enough workers to cover shifts. But Griffin went on a cruise anyway. She returned to find her job waiting, her personnel file shows, just as it had been when she'd missed work before. Chronic absenteeism and tardiness are among the center's most vexing problems, records and interviews suggest, accounting for roughly a quarter of all personnel infractions and aggravating a staffing shortage that can mean marathon shifts for the dispatchers who do show up. Griffin is one of scores of Fulton 911 employees who racked up roughly 280 sanctions for arriving late or not at all -- often on multiple days -- a database of personnel actions since January 2004 reveals. The problem is likely worse; officials say their data is not comprehensive.

No-shows were counseled, warned and occasionally suspended. But they were rarely fired, data show. Some workers accumulated long disciplinary histories that included 911 call errors as well as absences, and they weren't terminated, according to personnel files. "It appears that certain violations of performance were tolerated or forgiven, for lack of a better word, in order to maintain the staffing required to operate the center," said Lynne Riley, a Fulton commissioner. Losing trained employees wasn't an attractive option for the 911 center. In recent weeks, as many as a third of the center's total positions have sat vacant. Deputy County Manager **Rob Hernandez** said staffing shortages are common at 911 centers, but Fulton's center needs to train more new workers and improve retention. A county consultant should address discipline problems such as absenteeism, he said. "In general, discipline was used like a tool -- a management tool -- rather than as a last resort," he said. "It may have lost its intended effect."

Data show at least eight 911 workers have been sanctioned 10 or more times for playing hooky or walking in late since 2004. Migraines, oversleeping and not feeling well were regular excuses, files say. Employees also blamed a pet illness, panic attack, traffic, getting back in town late, driving a child to school, car problems and a broken toilet. Even current center director Crystal Williams has filed her share of tardy slips, records show, citing late starts, trouble finding parking, feeling ill and, on at least three days, alarm clock malfunctions. Reached by phone, she declined to comment. Former 911 center employees said chronic tardiness and absenteeism led to feuding among staffers. Cassandra Eloi said that during her year at the center it was common to be held over for extra work because others failed to show. Those who did come in often worked 12 to 16 hours straight, she said. "You are running a 911 center on minimal staffing every day," said Eloi, who was fired for being rude to callers. "You have calls holding. You have calls dropping, every day."

Griffin left without permission for the cruise and two other short vacations between September 2003 and March 2004 -- in addition to taking dozens of sick days and showing up late at least 14 times, records show. Alfred "Rocky" Moore, the center's director at the time, wrote in a March

2004 letter that he was considering dismissing her. "Your personal vacation [cruise] did not justify an emergency vacation," he wrote. But Griffin hung on, volunteering for a demotion instead. Her tardiness continued. One night in January 2006, the call center sent a Fulton sheriff's car to pick her up for work because she had car trouble, records show. Later that year, she was suspended after supervisors said an error she made delayed response to a fire call. She took disability retirement in mid-2007.

Griffin, a 23-year center veteran who was called "an excellent supervisor" in a 1995 job review, said in an interview she disputes that she caused a delay on the fire call, or that her unpaid leave resulted in a staffing shortage that couldn't be covered. She said she was singled out for infractions that others -- including supervisors -- also committed. She felt Moore had a grudge against her. "There was no reason to deny me," Griffin said of her vacation requests. "It's not like I didn't do my share of covering for people, either."

Other workers also complained discipline was not handed out evenly. "There are subjects who manage to be sick every payday weekend and never receive any type of discipline from your same staff," communications officer Francesca Pearson wrote in an April memo to Moore. Pearson could not be reached for comment for this article. Morale was low. After a supervisor threatened one employee with suspension for tardiness, she responded: "go ahead and suspend me that's one less day that I have to work here," a note in her personnel file said. Moore, who was reassigned, did not return three phone messages seeking comment.

The 911 center hasn't lacked the money to fill vacancies. For the past three years, the center -- funded by fees tacked onto phone bills -- has ended the year with excess cash in its salary account, records show. In 2007, it finished nearly $1 million richer than it started. Instead, **Hernandez** said the center appears unable to keep up with attrition. Some drop out during the intense six-month training period. Others start but find the pressure and night shifts unworkable. Child care and worries about job security as some cities encroach on Fulton's call territory are also factors, he said. He said he does not want to second-guess center managers on their handling of absent employees. But it is a serious problem. "I know my boss would consider that to be job abandonment," he said.

Data analysts John Perry and Megan Clarke and staff writer Cameron McWhirter contributed to this article. 32 emergency calls delayed. Six of those calls were delayed more than 20 minutes.
* 23 instances of employees being orally abusive, fighting, being unprofessional or disruptive in the call center. 34 write-ups for poor customer service. 9 instances of dispatchers sleeping on duty. 280 write-ups of not showing up to work or showing up late. 147 write-ups for not meeting monthly standards for speed and safety by the department.
* Numbers based on a review of the incomplete database of disciplinary actions against employees at Fulton County's 911 center.

Sun Sentinel - Fort Lauderdale (FL)
April 29, 1997

Conditions for Planned Shelter don's Allay Fears
Author: *Robin Benedick*

No matter how many conditions the city puts on the proposed homeless shelter on West Sunrise Boulevard, they won't appease nearby property owners who worry about transients congregating near their homes, businesses and public parks. "Those conditions won't keep vagrants from wandering around the neighborhoods," said Fort Lauderdale Vice Mayor Tim Smith, who is among the shelter's harshest critics. "Unless there are incredibly stringent rules that you can only go in by vehicle and leave by bus, that neighborhood is going to be overrun."

Smith and neighborhood leaders are hoping to derail Broward County's plans for a $7.7 million shelter at 600 W. Sunrise Blvd. Their first chance comes at a special meeting of the city Planning and Zoning Board at 6:30 p.m. Wednesday at City Hall, 100 N. Andrews Ave. The board's recommendation goes to city commissioners for hearings. One of the conditions the city wants to put on the proposed 200-bed homeless assistance center is that it accept no walk-ins - only tenants who are referred there by an agency or police. That means homeless people now accustomed to staying the night at Tent City, the dingy open-air camp in a downtown parking lot, won't get into the new shelter without referrals.

Opponents are pushing the planning board to delay approval until Broward hires a not-for-profit group to run the center and community leaders raise $3 million in private donations for the project. The shelter is expected to be completed in 18 months once city approvals are granted. Broward County's architect, Edward Seymour, has designed a two-story shelter patterned after one in Miami. The building would face Sunrise Boulevard, but entrances and parking would be at Northwest Sixth and Seventh avenues. The fenced campus would have separate men's and women's dormitories with room for families, classrooms, a medical clinic, day-care center, dining hall and courtyard.

City planners are recommending approval with these conditions:

- Availability: Center must give priority to Fort Lauderdale's homeless who are within two miles of the center.
- Security: Center must pay for 24-hour security inside and outside the campus.
- Curfew: Center must require tenants to be inside from 8 p.m. to 7 a.m. daily. Exceptions would be made for school or work.
- No walk-ins: Center must not accept people without a referral. Center also must establish a no-loitering policy on the property and post signs.
- Citizen board: Center must set up a neighborhood advisory board.

County officials said they were designing a shelter that wouldn't be a magnet for uninvited homeless people. "The word will quickly get out among the homeless that this facility does not accept walk-ins," said **Rob Hernandez**, Broward County's assistant director of Human Services. With more than 5,000 homeless people in Broward, the shelter is billed as the first of several to

address a growing problem that could get worse under new federal and state welfare reforms. Homeless advocates worry that police will enforce trespassing and other city laws too eagerly to chase transients from public places. "Being homeless is not a crime and it shouldn't be that they go to jail for that," said Dianne Sepielli, a member of the county's homeless advisory board.

Sun Sentinel - Fort Lauderdale (FL)
March 13, 1994

New Refugees like Broward Cuban Immigrants Find more Opportunities, Less Congestion
Author: *Lyda Longa*

When Geovanny Montes de Oca and 11 of his friends set sail from Havana for the United States aboard a rubber raft in October, Montes de Oca's friends couldn't stop talking about Miami. But after the men were rescued by the U.S. Coast Guard and taken to Key West, Montes de Oca set his sights on a different place: Broward County. His relatives had described Broward as an area where plenty of opportunities could be found. "I like Miami, but up here, there's less congestion and life is more relaxed," Montes de Oca said in Spanish. "I love it here because I'm learning English, I have a job and I even got a car," he said. Montes de Oca works at the Fort Lauderdale-Hollywood International Airport's catering service. Montes de Oca, who lives with friends in west Hollywood, is not alone. In the past six months, a colony of about 50 or 60 Cuban rafters has taken root in Hollywood and Fort Lauderdale.

The reason is simple: The rafters believe that employment and housing are easier to get in Broward than in Dade County. Historically, rafters have flocked to Dade County because they felt more comfortable among their Cuban countrymen, said **Roberto Hernandez,** executive director of Hispanic Unity of Florida. But that's changing. "Lately, the rafters have learned that in Broward there is less congestion and a better chance of finding a job," **Hernandez** said. "Many of them also have friends and family in the area who have told them that Broward County has less Hispanics and less competition for work."

According to the 1990 U.S. Census, there were roughly 109,000 Hispanics in Broward County compared to almost 1 million in Dade. Of those, there were 24,000 Cubans in Broward and almost 570,000 Cubans in Dade. Hector Nodarse, 29, heard about Broward County when he was still in Havana earlier this year. Nodarse was a sound technician with El Ballet Nacional de Cuba - the Cuban National Ballet. "I like the hustle and bustle of Miami because it reminds me of Havana, but I already have a job here {in Broward)," Nodarse said. "Broward is a little too quiet for me, but I'll get used to it."

Brothers Roberto and Raydel Rivera of Dania are two more Cuban rafters who ended up in Broward. The Riveras arrived in Miami aboard a rubber raft in December; they came from the Cuban port town of Mariel. Both are learning English at a night school in Hollywood. "I lived in Miami for about a month before I came to Dania, and I tell you life is better here," Roberto Rivera, 22, said in Spanish. "I'm learning English, I just got my driver's license and soon, I know I'll have a job. Once I get that I'll get my own apartment. Life is good here."

Sun Sentinel - Fort Lauderdale (FL)
February 22, 1994

Planned Center may Help Elderly Hispanics
Author: *Lyda Longa*

Inez Carrascillo is an elderly Hispanic woman who wants somebody to talk to.
When you're 76 and the only language you speak is Spanish, it's hard to make friends in a neighborhood filled mostly with young working Anglos. Soon, Carrascillo, who is Cuban, and other elderly Hispanics in Broward County could have a place to spend time together, working on arts and crafts and chatting in Spanish.

Roberto Hernandez, director of Hispanic Unity of Broward, said he hopes to open the county's first senior center for Hispanics in the next few months. The proposed center, which would be in Hollywood, would provide activities, meals, transportation and companionship for Broward Hispanics over 60. The 1990 U.S. Census estimated there were 11,891 elderly Hispanics in the county. "There is no single place in Broward County where elderly Hispanic people can go just to talk and relax with their peers," **Hernandez** said. "When you reach a certain age, you want to be with other people who share a similar culture and can understand you."

Hernandez, 27, has applied for a $100,000 county grant that would pay for four full-time employees for the planned center. Last year he purchased a 7,000-square-foot building at 5840 Johnson St. for the center with the help of a grant from the city of Hollywood. Edith Lederberg, executive director of the Area Agency on Aging, said she has promised **Hernandez** that her organization would provide meals for the center once it opens.

Although there are a handful of senior centers scattered throughout the county, Lederberg and other social service officials agree that none cater specifically to Broward's Hispanic elderly. "We have several senior centers throughout the county, but elderly Hispanic people won't go there because they feel uncomfortable and out of place," Lederberg said.

That feeling is not limited to elderly Hispanic people. Gema **Hernandez**, a sociologist and associate professor at Nova University's School of Business, said the sentiment is shared by most elderly people of varying ethnic backgrounds. "As we age, most of us have a need to return to our ethnic roots," **Hernandez** said. Carrascillo, who stays alone during the day in her west Hollywood home while her daughter and grandchildren go to work and school, said she needs someone to interact with during those long hours.

Appendix D

St. Johns County, FL Resolution Thanking CB&A for Its Outstanding Service

RESOLUTION NO. 2007-231

A RESOLUTION OF THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA, THANKING COLIN BAENZIGER & ASSOCIATES FOR ITS OUTSTANDING EFFORTS IN CONDUCTING THE EXECUTIVE SEARCH FOR THE COUNTY'S NEW ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

ATTEST: Cheryl Strickland, Clerk

By: Pam Hatterman
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Ben Rich
Ben Rich, Chairman

Rendition Date: 8/23/07

Appendix E

Comments from Dale Martin on CB&A's Vetting Process

Fernandina Observer™
A JOURNAL OF NEWS AND OPINION

Weekly comments from Dale Martin

By Dale Martin, City Manager, City of Fernandina Beach
March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

NEW BUSINESS

AGENDA ITEM 15.B

SUBJECT:
Discussion and Consideration of the Andrews House Located at 306 SE 1st Avenue

SUMMARY:
At the December 10, 2024 meeting, the CRA Board directed staff to meet with City staff to discuss the possible relocation of the Andrews House located at 306 SE 1st Avenue (see Attachment I).

CRA and City staff met on December 17th to discussion possible relocation options for the Andrews House. The City will be presenting those options to the City Commission at their January 7, 2025 meeting.

The CRA may be able to assist if there is an economic adaptive reuse. If the house is relocated to a CRA owned property, the property may need to be transferred to the City if there is no planned economic adaptive reuse.

FISCAL IMPACT:
To be determined.

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

ATTACHMENTS:

	Description
•	Attachment I - Location Map

Reset

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DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

BB SOUTH LLC

PROPERTY DETAIL

LOCATION
306 SE 1ST AVE

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-28-03-011-0040

SUBDIVISION
BOYNTON TOWN OF

BOOK/PAGE
33784/859

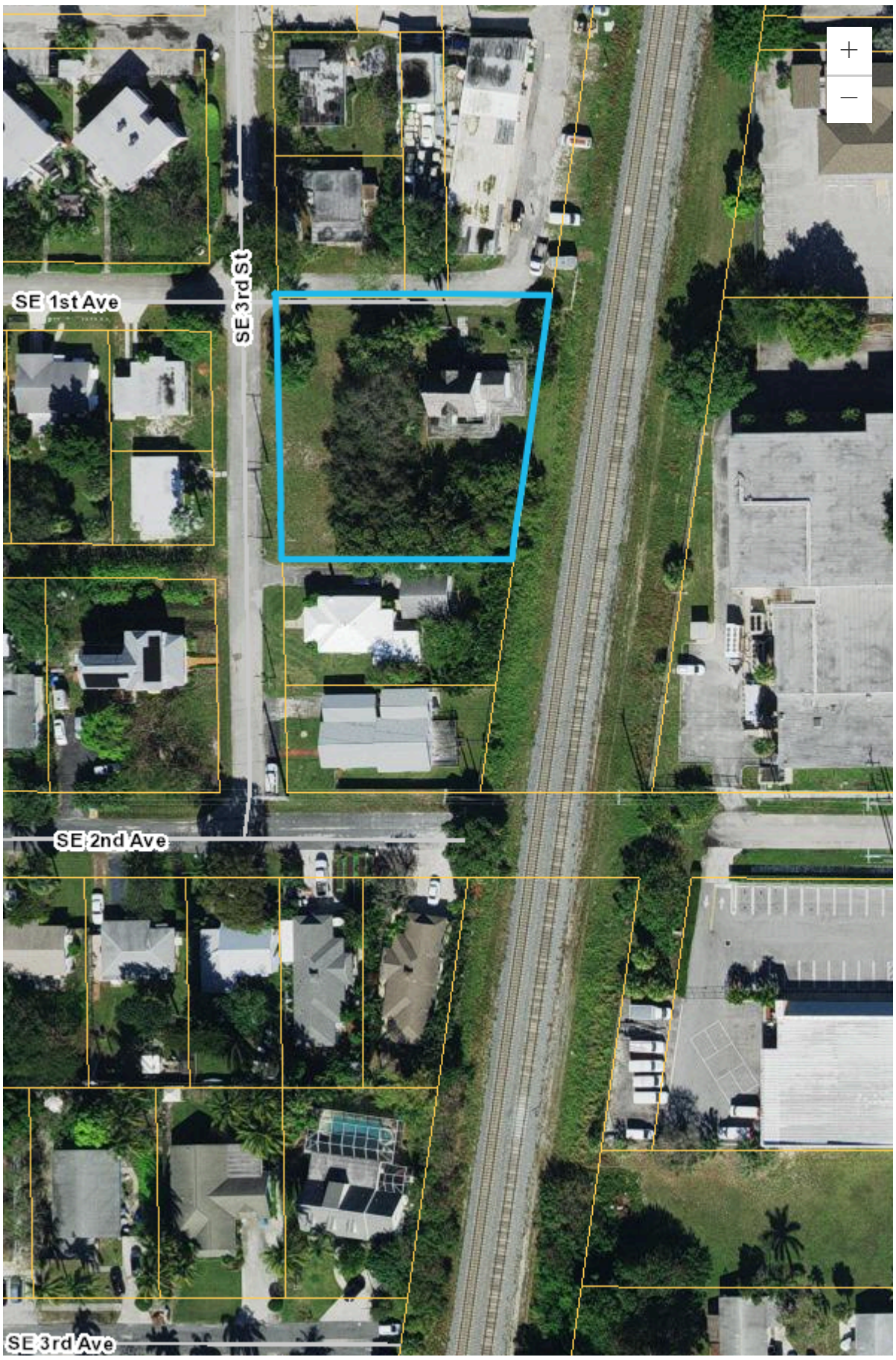
SALE DATE
JUL-2022

MAILING ADDRESS
6000 SW 74TH ST FL 4
SOUTH MIAMI FL 33143 5165

USE TYPE
0101 - SINGLE FAMILY-COMM ZONING

TOTAL SQUARE FEET
1600

SALES INFORMATION



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

NEW BUSINESS

AGENDA ITEM 15.C

SUBJECT:
Discussion and Consideration of Tax Increment Funding Request from Time Equities for the Town Square Project located at 100 E. Ocean Avenue

SUMMARY:
Time Equities, Inc. (TEI) is the current owner/developer of two parcels of land (north parcel and south parcel) which were originally part of the Town Square Project (see Attachment I). On August 20, 2024, TEI submitted a request for Tax Increment Financing (TIF) for a residential/mixed use project which will redevelop the parcels in two phases (see Attachment II). The site plans for the two parcels were approved by the City in April 2024 (see Attachment III & IV).

The project, as a whole, will have a total of 898 residential, market rate, rental units; 23,500 square feet of retail space; two parking garages (1,000+ parking spaces in each garage) with 473 public parking spaces within the garages. The south parcel will be Phase I of the project and the north parcel will be Phase II. In lieu of providing workforce housing TEI will make a payment to the City of Boynton Beach Workforce Housing Fund in the amount of $2,250,000.00 per Phase.

In summary, TEI is requesting 95% of the Project TIF up to a maximum of $35.2MM broken down as follows:

- Phase I (south parcel) $20.0MM
- Phase II (north parcel) $15.2MM

As consideration, TEI proposes 473 total public parking spaces within the two parking garages and the revenue generated by these spaces. Construction of Phase I would begin no later than July 1, 2026 (4 years earlier than required under their current development agreement with the City of 5/1/2030). As support to Time Equities' request for TIF funding they have provided a Fiscal Impact and Financial GAP Analysis for the project as prepared by Fishkind Litigation Services on June 28, 2024 (see Attachment V). A representative from the TEI development team will be in attendance to present Attachment VI.

Abramson & Associates, Inc. was hired by the CRA as a third-party financial consultant to review and analyze Time Equities' request for TIF funding and Fishkind's financial GAP analysis. On December 20, 2024, Abramson & Associates provided a detailed Memorandum regarding the evaluation of the TIF funding request (see Attachment VII).

The evaluation focused on the Project's need for TIF funding and the financial impact to the CRA of awarding the requested TIF as proposed. The evaluation includes general comments evaluating the public benefits proposed by TEI and finds the request generally within a range of reasonableness. However, he noted that relatively small variations in assumptions and/or improvements in the development market over the time prior to construction financing could significantly reduce or, possibly, eliminate the need for subsidy.

Abramson's evaluation specifically noted, "*relatively small variations in assumptions and/or improvements in the development market over the time prior to construction financing could significantly reduce or, possibly, eliminate the need for subsidy. While this applies to Phase 1, which would be required to start construction within one and a half years, it is a particular concern relative to Phase 2, which, likely, would not start construction until significantly later. Accordingly, the CRA may wish to consider granting a TIF award only for Phase 1 and having the developer return for an evaluation of need at such time as the construction start and development economics of Phase 2 come into clearer focus, so as to lessen the chance of providing TIF funding not actually required for feasibility.*"

The evaluation recommended that the CRA explore structuring opportunities which may reduce the TIF award should construction and/or other development costs come in lower than preliminary estimates or other development market conditions improve prior to the start of construction.

FISCAL IMPACT:
To be determined by the CRA Board.

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

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

ATTACHMENTS:

Description

- Attachment I - Location Map
- Attachment II - TIF Request Letter
- Attachment III - Site Plan-South Parcel-Phase I
- Attachment IV - Site Plan-North Parcel-Phase II
- Attachment V - 6.28.24 Fishkind Economic Fiscal Impact, & Gap Analysis
- Attachment VI - Time Equities Presentation
- Attachment VII - 12.20.24 Abramson Evaluation of TIF Request


E Boynton Beach Blvd
N Seacrest Blvd
PHASE II
North Parcel
NE 1st St
NE 1st Ave
E Ocean Ave
TOWN HALL
S Seacrest Blvd
PHASE I
South Parcel
SE 1st St
SE 2nd Ave

TIME EQUITIES INC.

August 20, 2024

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

Boynton Beach Community Redevelopment Agency ("BBCRA")
Timothy Tack, Acting Executive Director
100 E. Ocean Ave
Boynton Beach, FL 33435

Re: TIF Incentive Application: Boynton Beach Town Square Residential/Mixed Use Project (South & North Parcels)

Dear BBCRA Chair, Vice Chair, Board Members and Acting Executive Director,

We, Time Equities, Inc. ("TEI"), are the owners of the two multifamily/mixed-use development sites within the Town Square master plan neighborhood (the "Project"). Site Plans for both parcels are currently approved, allowing for a total of 898 residential units, 23,500 square feet of retail stores and two parking garages with over 1,000 spaces in each.

The total cost of the Project is approximately $500,000,000 – built in two phases – making it among the largest developments ever planned in Boynton Beach. The southern parcel ("Phase 1") will be built first, followed by the northern parcel ("Phase 2").

Upon completion, the Project will be transformative for Boynton Beach. It will fulfill the city's long-time vision for Town Square, making it a "center of gravity" for the community – acting as a catalyst for surrounding development and investment. The Project will replace empty lots with high-value, mixed-use buildings with thousands of residents, as well as nearly 50,000 square feet of new public sidewalks, landscaping, lighting, 473 public garage parking spaces, and over 20 new retail stores/businesses (**see Exhibit A, Project Renderings**).

The Project is a public-private arrangement, subject to a developer agreement and site plans which require the delivery of substantial public benefits.

***

We are writing today to update you on our progress, to advise you of the challenges we are facing in the market today – and to discuss a potential solution.

Over the last 18 months TEI has made significant progress with predevelopment efforts for Phase 1. We have invested heavily to purchase the land as well as to develop our plans, costs, and income projections. **We have also already engaged with various potential construction lenders and investors on the Project, and have conducted several site tours, some of which have included Boynton City staff members.**

We can report we have strong potential interest from our financial partners for the Project. That said, as detailed herein, the economic returns available from the Project are not yet sufficient to allow us to close on financing. **The good news is that the projected financial return shortfall seems solvable, with an acceptable TIF award from the BBCRA.**

As you are aware, the real estate development financing markets are extremely difficult today. As a result, multifamily construction "starts" have plunged over the last 18-24 months **(see Exhibit B, Headlines)**. Interest rates, construction costs, and operating costs have all increased dramatically, which made projects uneconomic and unfinanceable.

As a result of these various negative market conditions – as well as our good-faith desire to move forward with the project - we are hereby officially requesting a two-phase TIF award, as detailed below.

***

TEI calculates the Project's 'fiscal gap' – and therefore the requested two-phase TIF award – to be $35.2MM; $20.0MM for the South Parcel and $15.2MM for the North Parcel (Exhibit C, TEI Proposed TIF Structure & Cashflow Projection). Projections show that the TIF awards for both Phases would be exhausted within 10 years, after which the BBCRA would capture 100% of the ~$6.6MM/year in incremental real estate taxes generated by the Project (in addition to all of the other short term and long term public benefits and positive economic impacts generated).

We acknowledge that this TIF award request is larger than those previously granted by the BBCRA. That said, we want to emphasize that our request is proportionate and appropriate given the overall size of the Project, its two phases, its incremental real estate taxes, and its substantial public benefits **(Exhibit D, TEI TIF Structure Comparison w/Hyperion TIF)**. As shown herein, the direct public benefits available from the Project are worth many times the value of the requested TIF.

TEI's TIF proposal contemplates a 95% annual rebate of incremental real estate taxes generated by each Project Phase. The calculations show that a 95% rebate works out to approximately $2MM/year per phase. TEI would agree to make the TIF awards contingent upon meeting specific construction start dates for each Phase of the Project – dates that are substantially tighter than the timeframe indicated in the current TEI Developer Agreement **(Exhibit E, TEI TIF Timeline Summary)**.

In general, as the BBCRA is aware, TIF awards only rebate a portion of the incremental real estate taxes actually paid by certain new properties that are completed on time – and only up to a maximum dollar limit. TIF awards do not cost the BBCRA or the city any money. This structure offers both important protections for the BBCRA as well as a powerful incentive for private developers to execute timely.

***

To support our request, TEI engaged Fishkind Litigation Services ("Fishkind") to provide their independent analysis as to whether a 'fiscal gap' exists for the Project – and if so, to calculate the amount of the gap.

As reflected in the attached report, Fishkind has determined that the projects do, in fact, face fiscal gaps: **$58.4MM in total; $34MM for the South Parcel and $24MM for the North Parcel.** Obviously Fishkind's calculations reflect a far higher TIF award recommendation than the award that TEI is requesting.

Per the Fishkind chart below, their analysis shows that without TIF awards the projects essentially generate 0% return on investment. That said, with their recommended TIF awards of $58.4MM, both Phases can achieve the market 'required' minimum return on investment of 7.8%.

Fishkind Fiscal Gap Analysis - Boynton Town Square Apts;	Phase 1		Phase 2	
	Without TIF	With TIF	Without TIF	With TIF
Ret. On Investment	-2.20%	7.80%	0.80%	7.80%

***

The Project offers substantial direct public benefits, both shorter-term and longer-term. It also provides substantial long-term indirect economic impacts **(Exhibit F, Public Benefits and Economic Impact)**.

Shorter-term public benefits from the Project include the delivery of 473 public garage parking spaces (cost of $26MM), a $4.5MM payment to the City Workforce Housing fund, ~$13,8.0MM in impact/other fees, $3.0MM in streetscape/infrastructure improvements, and a $5MM settlement payment that was already made to the city in 2023 (at TEI land purchase).

The total of these short-term benefits is more than $52MM, which is $17MM more than the entire requested TIF award value.

In addition, the Project will directly generate two significant long-term, on-going cashflow streams for the city. The first is ~$6.4MM/year in average post-TIF incremental real estate tax revenue. The second is ~$2.0MM/year in average revenue available from the metered parking spaces that TEI is leasing to the city for $0/year for 100 years (city receives 100% of the revenue from these spaces).

Over the next 40 years, between the incremental real estate taxes (~$150MM) and parking revenue (~$65MM), the Project may directly generate as much as ~$215MM for the CRA and the city. Among various important uses, these new real estate tax revenues could be used by the BBCRA and City to help offset the Town Square public bond payments that are due over the coming decades.

Finally, the Project will have an enormous indirect economic impact on the local community, both during construction and in perpetuity upon completion. These indirect economic impacts come from the hundreds of millions of dollars spent locally during the construction phase as well as local spending after construction by the thousands of new tenants living at the project.

This spending leads to the creation of over 400 permanent new jobs and businesses locally. **Fishkind calculates that over 40 years, the total indirect economic impact from the Project will be more than $3.0 billion.**

***

In closing, we very much appreciate your consideration of this matter, and we hope to meet with you to discuss the details of our proposal. We want to reiterate that while the markets are difficult, we feel a great sense of commitment and optimism about the Town Square project. Our shared goal with Boynton Beach is to realize this transformational project, and we are ready to do our part.

Sincerely,

Francis Greenburger

Francis Greenburger
Chairman, Time Equities, Inc.

EXHIBIT A – PROJECT RENDERINGS, BEFORE & AFTER



Town Square Current/Before Development



Town Square After Development


CAFE
RETAIL
SHOP


COFFEE


SEVILLA



EXHIBIT B – ECONOMIC, MARKET HEADLINES



SOUTH FLORIDA

‘In a holding pattern’: South Florida apartment developers pause projects

It’s not just higher interest rates and skittish banks, as tri-county region has record construction underway amid flatlining of rents



Developers Sit on Empty Lots After Historic Apartment Boom

Higher interest rates and flattening rents scuttle projects

By Will Parker Follow

June 4, 2024 at 5:30 am ET

TIME EQUITIES INC.

EXHIBIT C – TEI TIF Proposal/Cash Flow

TIF Proposal Analysis by Phase	Phase 1	Phase 2	Total
Total Units	465	433	898
Total Retail SF	6,000	17,500	23,500
Const. Complete/ 1st Stabilized	2030	2033	
RE Taxes $/Unit/Yr.	$ 7,742	$ 8,430	$ 8,073
1st Stab. Yr. Gross RE Tax Bill	3,600,000	3,650,000	7,250,000
Land Tax/Pre Construction	350,000	350,000	700,000
Incremental RE Tax	3,250,000	3,300,000	6,550,000
City & County Portion @ 66%	2,145,000	2,178,000	4,323,000
Minus: 5%	(107,250)	(108,900)	(216,150)
TIF Rebate to TEI @ 95%	2,037,750	2,069,100	4,106,850
Total TIF Amt/Max	19,877,494	15,382,276	35,259,770
Implied TIF Duration	9.75	7.43	8.59

TEI Boynton Town Square TIF Analysis - Annual Cash Flow

	Tot. City Sps.	Metered Sps.
Ph. 1 Garage	224	171
Ph. 2 Garage	249	192
Total	**473**	**363**

Avg. Rev/Space/Day: **$ 15.00**

#	Yr.	Town Square Bond Pmts CRA	City	Total	TEI/Town Square Combined TIF RE Tax Cashflow Phase 1 + Phase 2 Incr. Tax @ 66%	5% Withheld	TIF Rebate @ 95%	RE Tax to CRA	TEI Project: Additional Value Cash & Fees	Pot. Parking Rev	TEI Project Total City Revs.	BB NET CF Revs - Bond PMTS
1	2024	3,550,000	4,500,000	8,050,000	-	-	-	-	5,000,000	-	5,000,000	(3,050,000)
2	2025	3,550,000	4,500,000	8,050,000	-	-	-	-	-	-	-	(8,050,000)
3	2026	3,550,000	4,500,000	8,050,000	-	-	-	-	9,567,358	-	9,567,358	1,517,358
4	2027	3,550,000	4,500,000	8,050,000	-	-	-	-	-	-	-	(8,050,000)
5	2028	3,550,000	4,500,000	8,050,000	-	-	-	-	-	-	-	(8,050,000)
6	2029	3,550,000	4,500,000	8,050,000	-	-	-	-	-	-	-	(8,050,000)
7	2030	3,550,000	4,500,000	8,050,000	2,145,000	(107,250)	(2,037,750)	-	8,740,717	936,225	9,676,942	1,626,942
8	2031	3,550,000	4,500,000	8,050,000	2,187,900	(109,395)	(2,078,505)	-	-	936,225	936,225	(7,113,775)
9	2032	3,550,000	4,500,000	8,050,000	2,231,658	(111,583)	(2,120,075)	-	-	936,225	936,225	(7,113,775)
10	2033	3,550,000	4,500,000	8,050,000	4,454,291	(222,715)	(4,231,577)	-	-	1,987,425	1,987,425	(6,062,575)
11	2034	3,550,000	4,500,000	8,050,000	4,543,377	(227,169)	(4,316,208)	-	-	1,987,425	1,987,425	(6,062,575)
12	2035	3,550,000	4,500,000	8,050,000	4,634,245	(231,712)	(4,402,532)	-	-	1,987,425	1,987,425	(6,062,575)
13	2036	3,550,000	4,500,000	8,050,000	4,726,929	(236,346)	(4,490,583)	-	-	1,987,425	1,987,425	(6,062,575)
14	2037	3,550,000	4,500,000	8,050,000	4,821,468	(241,073)	(4,580,395)	-	-	1,987,425	1,987,425	(6,062,575)
15	2038	3,550,000	4,500,000	8,050,000	4,917,897	(245,895)	(4,672,002)	-	-	1,987,425	1,987,425	(6,062,575)
16	2039	3,550,000	4,500,000	8,050,000	5,016,255	(250,813)	(2,330,143)	2,435,300	-	1,987,425	4,422,725	(3,627,275)
17	2040	3,550,000	4,500,000	8,050,000	5,116,580	(255,829)	-	4,860,751	-	1,987,425	6,848,176	(1,201,824)
18	2041	3,550,000	4,500,000	8,050,000	5,218,912	(260,946)	-	4,957,966	-	1,987,425	6,945,391	(1,104,609)
19	2042	3,550,000	4,500,000	8,050,000	5,323,290	(266,165)	-	5,057,126	-	1,987,425	7,044,551	(1,005,449)
20	2043	3,550,000	4,500,000	8,050,000	5,429,756	(271,488)	-	5,158,268	-	1,987,425	7,145,693	(904,307)
21	2044	3,550,000	4,500,000	8,050,000	5,538,351	(276,918)	-	5,261,434	-	1,987,425	7,248,859	(801,141)
22	2045	3,550,000	4,500,000	8,050,000	5,649,118	(282,456)	-	5,366,662	-	1,987,425	7,354,087	(695,913)
23	2046	-	-	-	5,762,101	(288,105)	-	5,473,996	-	1,987,425	7,461,421	7,461,421
24	2047	-	-	-	5,877,343	(293,867)	-	5,583,475	-	1,987,425	7,570,900	7,570,900
25	2048	-	-	-	5,994,889	(299,744)	-	5,695,145	-	1,987,425	7,682,570	7,682,570
26	2049	-	-	-	6,114,787	(305,739)	-	5,809,048	-	1,987,425	7,796,473	7,796,473
27	2050	-	-	-	6,237,083	(311,854)	-	5,925,229	-	1,987,425	7,912,654	7,912,654
28	2051	-	-	-	6,361,825	(318,091)	-	6,043,733	-	1,987,425	8,031,158	8,031,158
29	2052	-	-	-	6,489,061	(324,453)	-	6,164,608	-	1,987,425	8,152,033	8,152,033
30	2053	-	-	-	6,618,842	(330,942)	-	6,287,900	-	1,987,425	8,275,325	8,275,325
31	2054	-	-	-	6,751,219	(337,561)	-	6,413,658	-	1,987,425	8,401,083	8,401,083
32	2055	-	-	-	6,886,244	(344,312)	-	6,541,931	-	1,987,425	8,529,356	8,529,356
33	2056	-	-	-	7,023,968	(351,198)	-	6,672,770	-	1,987,425	8,660,195	8,660,195
34	2057	-	-	-	7,164,448	(358,222)	-	6,806,225	-	1,987,425	8,793,650	8,793,650
35	2058	-	-	-	7,307,737	(365,387)	-	6,942,350	-	1,987,425	8,929,775	8,929,775
36	2059	-	-	-	7,453,892	(372,695)	-	7,081,197	-	1,987,425	9,068,622	9,068,622
37	2060	-	-	-	7,602,969	(380,148)	-	7,222,821	-	1,987,425	9,210,246	9,210,246
38	2061	-	-	-	7,755,029	(387,751)	-	7,367,277	-	1,987,425	9,354,702	9,354,702
39	2062	-	-	-	7,910,129	(395,506)	-	7,514,623	-	1,987,425	9,502,048	9,502,048
40	2063	-	-	-	8,068,332	(403,417)	-	7,664,915	-	1,987,425	9,652,340	9,652,340
								-				
Total - 40 Yrs.		**78,100,000**	**99,000,000**	**177,100,000**	**195,334,926**		**(35,259,770)**	**150,308,410**	**23,308,075**	**64,418,850**	**238,035,335**	**60,935,335**
Tot. Thru 2045		**78,100,000**	**99,000,000**	**177,100,000**	**71,955,029**		**(35,259,770)**	**33,097,508**	**23,308,075**	**28,645,200**	**85,050,783**	**(92,049,217)**

TIME EQUITIES INC.

EXHIBIT C – CONTINUED - TEI TIF Proposal/Cash Flow

RE Tax Growth Rate	2%

	Phase 1			Phase 2			Total		
Yr.	Inc. RE Tax	PBC & BB @ 66%	TIF Rebate @ 95%	Inc. RE Tax	PBC & BB @ 66%	TIF Rebate @ 95%	Inc. RE Tax	PBC & BB @ 66%	TIF Rebate @ 95%
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	3,250,000	2,145,000	2,037,750	-	-	-	3,250,000	2,145,000	2,037,750
2031	3,315,000	2,187,900	2,078,505	-	-	-	3,315,000	2,187,900	2,078,505
2032	3,381,300	2,231,658	2,120,075	-	-	-	3,381,300	2,231,658	2,120,075
2033	3,448,926	2,276,291	2,162,477	3,300,000	2,178,000	2,069,100	6,748,926	4,454,291	4,231,577
2034	3,517,905	2,321,817	2,205,726	3,366,000	2,221,560	2,110,482	6,883,905	4,543,377	4,316,208
2035	3,588,263	2,368,253	2,249,841	3,433,320	2,265,991	2,152,692	7,021,583	4,634,245	4,402,532
2036	3,660,028	2,415,618	2,294,837	3,501,986	2,311,311	2,195,745	7,162,014	4,726,929	4,490,583
2037	3,733,228	2,463,931	2,340,734	3,572,026	2,357,537	2,239,660	7,305,255	4,821,468	4,580,395
2038	3,807,893	2,513,209	2,387,549	3,643,467	2,404,688	2,284,454	7,451,360	4,917,897	4,672,002
2039	3,884,051	2,563,474	-	3,716,336	2,452,782	2,330,143	7,600,387	5,016,255	2,330,143
2040	3,961,732	2,614,743	-	3,790,663	2,501,837	-	7,752,395	5,116,580	-
2041	4,040,967	2,667,038	-	3,866,476	2,551,874	-	7,907,442	5,218,912	-
2042	4,121,786	2,720,379	-	3,943,805	2,602,912	-	8,065,591	5,323,290	-
2043	4,204,222	2,774,786	-	4,022,682	2,654,970	-	8,226,903	5,429,756	-
2044	4,288,306	2,830,282	-	4,103,135	2,708,069	-	8,391,441	5,538,351	-
2045	4,374,072	2,886,888	-	4,185,198	2,762,231	-	8,559,270	5,649,118	-
2046	4,461,554	2,944,625	-	4,268,902	2,817,475	-	8,730,455	5,762,101	-
2047	4,550,785	3,003,518	-	4,354,280	2,873,825	-	8,905,065	5,877,343	-
2048	4,641,800	3,063,588	-	4,441,366	2,931,301	-	9,083,166	5,994,889	-
2049	4,734,636	3,124,860	-	4,530,193	2,989,927	-	9,264,829	6,114,787	-
2050	4,829,329	3,187,357	-	4,620,797	3,049,726	-	9,450,126	6,237,083	-
2051	4,925,916	3,251,104	-	4,713,213	3,110,720	-	9,639,128	6,361,825	-
2052	5,024,434	3,316,126	-	4,807,477	3,172,935	-	9,831,911	6,489,061	-
2053	5,124,923	3,382,449	-	4,903,626	3,236,393	-	10,028,549	6,618,842	-
2054	5,227,421	3,450,098	-	5,001,699	3,301,121	-	10,229,120	6,751,219	-
2055	5,331,969	3,519,100	-	5,101,733	3,367,144	-	10,433,702	6,886,244	-
2056	5,438,609	3,589,482	-	5,203,768	3,434,487	-	10,642,376	7,023,968	-
2057	5,547,381	3,661,271	-	5,307,843	3,503,176	-	10,855,224	7,164,448	-
2058	5,658,329	3,734,497	-	5,414,000	3,573,240	-	11,072,328	7,307,737	-
2059	5,771,495	3,809,187	-	5,522,280	3,644,705	-	11,293,775	7,453,892	-
2060	5,886,925	3,885,371	-	5,632,725	3,717,599	-	11,519,651	7,602,969	-
2061	6,004,664	3,963,078	-	5,745,380	3,791,951	-	11,750,044	7,755,029	-
2062	6,124,757	4,042,340	-	5,860,287	3,867,790	-	11,985,044	7,910,129	-
2063	6,247,252	4,123,186	-	5,977,493	3,945,146	-	12,224,745	8,068,332	-
Total	**156,109,855**	**103,032,504**	**19,877,494**	**139,852,155**	**92,302,422**	**15,382,276**	**295,962,010**	**195,334,926**	**35,259,770**
Avg.	**4,591,466**	**3,284,353**	**2,186,243**	**4,113,299**	**3,171,273**	**1,922,784**	**8,704,765**	**6,485,663**	**3,205,434**
			TIF Years: 9			**TIF Years: 7**			**TIF Years: 10**

EXHIBIT D –TEI TIF STRUCTURE COMPARISON W/HYPERION

TIF Structure Comparison		TEI		Hyperion
Total Units		898		371
Total Retail SF		23,500		25,000
Total TIF Rebate Amt	$	35,259,770	$	9,000,000
Total TIF Rebate/Unit	$	39,265	$	24,259
Annual TIF Rebate %		95%		95%
Project Specific Contri. to BB:				
Parking Spaces Contibuted	$	435	$	90
Parking Cost/Space	$	59,770	$	55,556
Parking Value Contributed	$	26,000,000	$	5,000,000
WFH PMT	$	4,484,720		-
Additional Impact, Other Fees	$	13,826,355		5,712,225
Streetscape Improvements	$	3,000,000		1,500,000
Settlement to City at Land Closing	$	5,000,000		-
Total Proj Spec Contribution	**$**	**52,311,075**		**12,212,225**
Value/Unit	$	58,253	$	32,917
Net Value to BB: Cost / (Benefit)	**$**	**(18,988)**	**$**	**(8,658)**
Public Parking Spaces Provided		435		90
Metered Spaces		363		90
City Share of Parking Rev.		100%		20%
Avg. Post-TIF Ann. Incr. RE Tax	$	6,485,663	$	1,700,000
Avg. Post-TIF Ann. Incr. RE Tax/Unit	$	7,222	$	4,582
TIF Contin. Construc. Start Dates		Yes		Yes

EXHIBIT E – TEI TIF TIMELINE SUMMARY

Estimated Project Timeline, TIF Sum.	Phase 1	Phase 2
Constr. Start Date Per Dev Agmt	5/1/2030	none
Constr. Start Date Required Under TIF	7/1/2026	1/1/2032
Constr. Complete	7/1/2028	1/1/2034
Stabilized Date	1/1/2030	7/1/2035
TIF Duration	9.75 Years	7.43 Years
TIF Start	1/1/2030	1/1/2035
TIF End	10/1/2039	6/1/2042

EXHIBIT F – PUBLIC BENEFITS & ECONOMIC IMPACT

Short Term Public Benefits from Project	Total
Parking Value Contributed	26,000,000
WFH PMT	4,484,720
Additional Impact, Other Fees	13,826,355
Streetscape Improvements	3,000,000
Settlement to City at Land Closing	5,000,000
Total Short Term Public Benefits	**52,311,075**

Long Term Public Benefits from Proj.	2045	2063
Net Incre. RE Tax (PCB + BB Share)	33,097,508	150,308,410
Poten. Parking Revs.	28,645,200	64,418,850
Total Revs to City (2024-2045)	**61,742,708**	**214,727,260**

Direct & Indirect Eco. Impact from Project		2063
Direct: Total Short Term Public Benefits	$	52,311,075
Direct: Total Net Incremental RE Tax	$	150,308,410
Direct: Total Potential Parking Revenues	$	64,418,850
Indirect: Spending, Job Creation -Construc. Per.	$	228,000,000
Indirect: Spending, Job Creation - Post Constr.	$	3,218,432,000
Gross Economic Impact	**$**	**3,713,470,335**

Local Economic Impact - During Construction Phase		
Construction Period Years		6.00
Total Hard Const. Cost Spent		300,000,000
Labor Portion	50%	150,000,000
Materials Portion	50%	150,000,000
Local Labor Portion	75%	112,500,000
Local Materials Portion	25%	37,500,000
Total Local Spending		150,000,000
Total Local Jobs Created/Supported		426
Ann. New Spending/Yr. Generated		38,000,000
Spending over Construction Period	6.00	228,000,000

Local Economic Impact - Post Construction, Permanent			
Total Units			898
Avg Rent Per Mo., Per Year	$ 3,200	$	38,400
Gross Income/Unit	30%	$	128,000
Total Gross Income		$	114,944,000
Local Consumption/Spending/Yr.	70%	$	80,460,800
Local Spending Over 40 years	40	$	3,218,432,000
Permanent Jobs Supported			340

Boyton Beach Town Square Residential Development

Units	WFH REQ	800 SF or <	800 SF - 1,399 SF	1,400 SF+	Total Res	Retail SF < 39,999 SF	Highturn Over Rest.
North Parcel	61	170	213	50	433	8,454	8,454
South Parcel	61	165	278	22	465	3,408	3,408
Total	**122**	**335**	**491**	**72**	**898**	**11,862**	
Allocation %		*37.3%*	*54.7%*	*8.0%*	*100%*		

Project Data

Construction Cost Total	300,000,000
Units	898
Avg Unit NSF	973
Total NSF	873,466

		North Parcel	South Parcel	Total
PB County Impact Fees		3,721,849	3,837,023	7,558,872
BB Stormwater		407,012	382,727	789,738
Water & Sewer Cap Fees		867,052	904,222	1,771,274
Meter Connection Fee		3,560	3,560	7,120
Public Art Fee	1%	500,000	500,000	1,000,000
BB Site Plan Approval Fees		5,150	4,400	9,550
BB Master Plan Fees		3,000		3,000
BB Building Permit Review Fees		395,000	395,000	790,000
BB Construction Permit Fee*		377,875	377,875	755,750
BB Police Impact Fee		169,745	174,925	344,670
BB Fire and Life Safey		454,500	454,500	909,000
BB Fire Assesment		110,830	110,480	221,310
BB Parks		621,788	667,740	1,289,528
BB Dept of Busineess and Professional Regulation		15,458	15,458	30,915
BB Building Code Admin and Inspectors Fund Surcl		23,186	23,186	46,373
BB WFH Payment in Lieu		2,242,360	2,242,360	4,484,720
BB Green Building Program Fee^		75,000	75,000	150,000
Civil/Agency Fees				
FDOT		1,500	1,500	3,000
SFWMD		5,000	5,000	10,000
FDEP		1,000	1,000	2,000
Sub Total/Agencies		7,500	7,500	15,000
Grand Total Fees		**10,000,865**	**10,175,955**	**20,171,821**

*BUILDING PERMIT REVIEW FEE DEDUCTED FROM CONTRUCTION PERMIT FEE

^ BB GREEN BUILDING PROGRAM FEE IS NOT ASSESSED IF BUILDING IS CERTIFIED BY A RECOGNIZED CERTIFICATION PROGRAM APPROVED BY THE CITY AND COMPLIES WITH THE FLORIDA BUILDING CODE

25% BUILDING DEPT FEES DISCOUNT IF PRIVATE PROVIDER REVIEWS

MASTER PLAN PROJECT DATA			
Future Land Use	Mixed Use - Medium (MXM)		
Zoning District	Mixed Use - 3 (MU-3)		
Zoning Overlay District(s) - both Parcels	Downtown Transit Oriented Development District (DTDOD		
North Parcel - Phase 3	Boynton Beach Boulevard Overlay (BBBOD)		
South Parcel - Phase 2	Cultural District Overlay (CDO)		
Gross Project Site Area of Master Plan	**15.52 AC**		**676,051.20 SF**
Gross Project Density w/ WFH Participation - 25% bonus	62 units/acre =		962 units
Gross Project Proposed Units			**898 units**
Total South (Ph 2) & North (Ph 3) WFH Units - 122 Units (Payment in lieu will be for 61 units for each phase)			
Gross Project Proposed Density	57.9 units/acre		
Gross Commercial Area - South (Ph 2) & North (Ph 3) Parcels	**South**	**North**	**Total**
	6,816	16,908	23,724 SF

SOUTH PARCEL SITE DATA		
Parcel Site Area	**3.94 AC**	**171,626.40 SF**
Max. Floor Area Ratio for Parcel (w/ 0.5 increase w/ WFH)		3.5 FAR
Max. Building Area Allowed		600,692.40 SF
Proposed Gross Building Area		899,041 SF
- less Parking Garage		333,749 SF
Proposed Building Area for FAR		565,292 SF
Proposed Floor Area Ratio for Parcel w/ WFH		3.29 FAR
TOTAL RESIDENTIAL UNITS		**465 UNITS**
Phase 3 WFH units or payment in lieu		61 UNITS
Max. Building Height per Zoning	75 feet	
Max. Building Height per Overlay w/ WFH - 12 height bonus	87' feet in Cultural Overlay District (COD)	
Proposed Building Height	81'-07" from lowest adjacent property line to roof deck	
Peak w/ Height Exception for Architectural Features	105'-07" to peak of architectural features	
Height Exception requested with Site Plan application for architectural features		

SOUTH PARCEL PARKING DATA			
Required Parking per Sustainability Study	Units	Rate (sp/u)	Spaces
Studio & 1 BR	230	1.33	306
2 BR/3 BR	235	1.66	390
Guest	465	0.15	70
	SF	Rate (sp/sf)	
Commercial	6,816	1/200	34
City Leased			224
Total Parking Spaces Required			**1,024**
Min. EV charging spaces	61 @ 2sp/50 u =		3
Provided Parking Spaces per Site Plan	Garage	On Street	Spaces
Residential & Guest	750	16	766
Commercial/Public	31	3	34
City Leased	224		224
Total Parking Spaces Provided	**1,005**	**19**	**1,024**
Standard - 9' x18'			833
Compact Spaces - 8' x 18'	10% Max. of Rq'd.		96
Min. EV charging spaces	(14 stations)		26
Motorcycle Spaces - 4.5' x 16'	3% Max. of Rq'd.		30
Handicap Spaces - 12' x 18' (Incl. 1 EV/HC space)			20
Parallel Spaces - 8' x 22' (On-Street)			19

Public Amenities - South	Rate/SF	Bike Racks	Receptacles	Benches
Commercial Area	1 / 12,500	1	1	1
Residential Lot Area	1 / 75,000	3		
Residential Lot Area	1 / 25,000		7	7
Project Totals - Min. Required/Provided		**4**	**8**	**8**

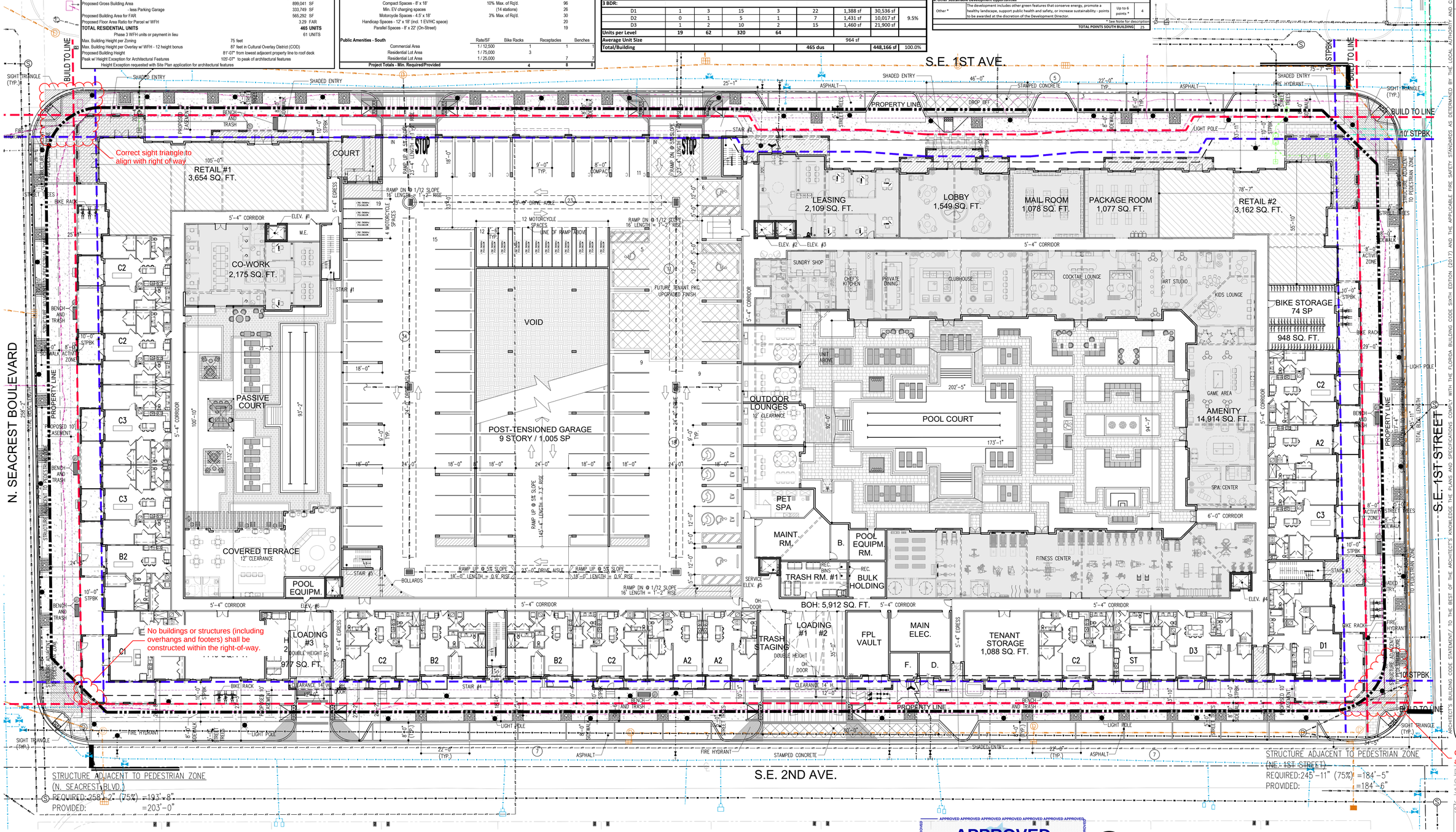
BLDG PER LEVELS								
TYPE	**Level 1st**	**Level 2nd**	**Levels 3rd - 7th**	**Level 8th**	**TOTAL**	**AREA**	**LEASABLE AREA (NRSF)**	**% TOTALS**
STUDIO/1 B:								
S7	1	6	30	6	43	544 sf	23,392 sf	9.2%
1 BDR &1BDR + DEN:								
A1	0	8	40	8	56	707 sf	39,592 sf	40.2%
A2	3	9	45	9	66	775 sf	51,150 sf	
B1	0	4	25	5	34	918 sf	31,212 sf	
B2	3	4	20	4	31	918 sf	28,458 sf	
2 BDR:								
C1	1	1	5	1	8	1,082 sf	8,656 sf	41.1%
C2	6	14	70	14	104	1,077 sf	112,008 sf	
C3	3	10	55	11	79	1,155 sf	91,245 sf	
3 BDR:								
D1	1	3	15	3	22	1,388 sf	30,536 sf	9.5%
D2	0	1	5	1	7	1,431 sf	10,017 sf	
D3	1	2	10	2	15	1,460 sf	21,900 sf	
Units per Level	**19**	**62**	**320**	**64**				
Average Unit Size						964 sf		
Total/Building					**465 dus**		**448,166 sf**	100.0%

SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS (Table 3-1) - SOUTH BLDG.			
OPTIONS			POINTS
1. Energy			
Efficient Water Heating	At least 75% of hot water on premises is heated via Energy StarCertified water heaters or solar water heaters.		2
Cool Roof	Use roofing materials that have a Solar Reflective Index (SRI) 75 for low-sloped roofs (<2:12) or 25		2
Building Color	Utilization of white or cool light colors for the body of buildings to reflect rather than absorb heat		2
Shade Structures for Buildings	Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 50% of glazed openings.		4
Lighting	Provide energy efficient lighting such as LED lighting for building interiors for 100% of proposed		1
2. Recycle and Waste Reduction			
3. Water Conservation and Management			
Reuse Water	Utilization of reuse water for irrigation (if adjacent to site).		2
4. Urban Nature			
Tree Canopy	Provide canopy trees in an amount that exceeds the minimum number of required trees by 10%.		2
5. Transportation			
Parking Structure	At least 75% of the development's total number of required off-street parking spaces is contained in		2
Electric Charging Stations	Provide four (4) over the required number of electric car charging stations.		4
6. Other Sustainable Development Opportunities *			
Other *	The development includes other green features that conserve energy, promote a healthy landscape, support public health and safety, or increase sustainability - points to be awarded at the discretion of the Development Director.	Up to 6 points.*	4
		* See Note for description	
		TOTAL POINTS SOUTH BUILDING	25

*NOTE (DESCRIPTION):
This development is proposing a large and vast variety of amenity program that will support and promote public health and safety. With over 18,000 sf of aircconditioned amenities and nearly 30,000 sf of outdoor amenities it offers plenty of opportunities for residents to improve their physical and mental health.

Some of the main amenity programs are a state-of-the-art gym, with a yoga room as well as private rooms. A spa center for massages and physical therapy which includes its own lobby/ lounge. A kids lounge, keeps children in a safe environment designed to enhance the children's experience. An art studio for residents to explore their creativity. A large game room with different game, TVs, arcade like games for all residents to enjoy. A cocktail lounge and other lounges throughout to promote social interaction within the community. A chef's kitchen and private dinning area for those residents who would like to explore their culinary dreams and can even be used for cooking classes or as an extension to the clubhouse and lounges. A large Clubroom with plenty of sectioned seating and bars. A large co-working area with conference rooms, office booths and common areas allows residents who work from home to escape the confines of their apartments while maintaining a quiet and professional space to work from. Two large pools are provided, One pool is designed as a lap pool which promotes good physical activity, open space cabanas and covered lounges opened to the pool decks are also provided and a lush and full landscape program can be found throughout. A jacuzzi area is also provided along with fire pits, seating, and a large water feature that will provides for a tranquil environment and experience to sooth the mind.

All of these areas are protected and secured, other courtyards are also provided with public access along the perimeter of the buildings with retail components, these areas further encourage social and community interactions while keeping eyes of the street which improves overall safety.



NOTE: ALL COMMON OPEN SPACE OR PEDESTRIAN AMENITY AREAS SHALL BE MAINTAINED BY THE OWNER(S) OF THE DEVELOPMENT. (CHAPTER 4, ARTICLE III, SEC 8.B.6.MAINTENANCE)

LEGEND:

- PROPERTY LINE/RIGHT OF WAY
- PROPOSED WATER MAIN
- PROPOSED FIRE MAIN
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM PIPE
- PROPOSED GAS LINE
- PROPOSED DUCT BANK
- EXISTING WATER MAIN
- EXISTING ELECTRICAL
- EXISTING SANITARY SEWER MAIN
- EXISTING STORM PIPE
- EXISTING FORCE MAIN

APPROVED
City Commission
April 2, 2024
Project #: CDPA,HTEX,MSPM - 2023.11.79608

NORTH

SITE PLAN - BUILDING II (SOUTH PARCEL)

86 SP IN GARAGE / 19 SP SURFACE PKG
19 DUS

SCALE: 1"=20'-0"

SITE PLAN RE-SUBMITTAL 03/01/2024

BY	
	INITIAL SITE PLAN SUBMITTAL – 11/06/2023
	SITE PLAN RE-SUBMITTAL 01/15/2024
	SITE PLAN RE-SUBMITTAL 03/01/2024

THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BOYNTON TOWN SQUARE

FOR:
TIME EQUITIES INC.
LOCATED AT:
BOYNTON BEACH, FL

STATE OF FLORIDA
GEORGE L. MOURIZ
REGISTERED ARCHITECT
AR0007806
GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

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DRAWN	
CONTRACT DATE	06/18/2019
SCALE	AS SHOWN
JOB NO.	2134.PRJ
SHEET TITLE:	SITE PLAN BUILDING II (SOUTH PARCEL)
SHEET NUMBER:	A-2.2.1

MASTER PLAN PROJECT DATA			
Future Land Use	Mixed Use - Medium (MXM)		
Zoning District	Mixed Use - 3 (MU-3)		
Zoning Overlay District(s) - both Parcels	Downtown Transit Oriented Development District (DTODD		
North Parcel	Boynton Beach Boulevard Overlay (BBBOD)		
South Parcel	Cultural District Overlay (CDO)		
Gross Project Site Area of Master Plan	**15.52 AC**	**676,051.20**	**SF**
Gross Project Density per Zoning	50 units/acre =	776	units
Gross Project Density w/ WFH Participation (25% Bonus)	62 units/acre =	962	units
Gross Project Proposed Units		**898**	**units**
Total South (Ph 2) & North (Ph 3) WFH Units - 122 Units (Payment in lieu will be for 61 units for each phase)			
Gross Project Proposed Density	57.9 unit/acre		
Gross Commercial Area - South (Ph 2) & North (Ph 3) Parcels	South (Ph 2) 6,816	**North (Ph 3) 16,908**	Total 23,724 SF

NORTH PARCEL SITE DATA			
Parcel Site Area	**4.19 AC**	**182,516.40**	**SF**
Max. Floor Area Ratio for Parcel (w/ 0.5 increase w/ WFH)		3.5	FAR
Max. Building Area Allowed		638,807.40	SF
Proposed Gross Building Area		895,854	SF
- less Parking Garage		344,716	SF
Proposed Building Area for FAR		551,138	SF
Proposed Floor Area Ratio for Parcel w/ WFH		3.02	FAR
TOTAL RESIDENTIAL UNITS		**433**	**UNITS**
Phase 3 WFH units or payment in lieu		61	UNITS
Max. Building Height per Zoning	75 feet		
Max. Building Height per Overlay w/ WFH - 24' height bonus	99 feet in Boynton Beach Blvd. Overlay District (BBBOD)		
Proposed Building Height	82'-10" from lowest adjacent property line to roof deck		
Peak w/ Height Exception for Architectural Features	106'-10" to peak of architectural features		
Height Exception requested with Site Plan application for architectural features			

NORTH PARCEL PARKING DATA				
Parking Required per Sustainability Study	Units	Rate (sp/u)	Spaces	
Studio & 1 BR	199	1.33	265	
2 BR/3 BR	234	1.66	388	
Guest	433	0.15	65	
	SF	Rate (sp/sf)		
Commercial	16,908	1/200	85	
City Leased (Total 473 North & South)			249	
Total Parking Spaces Required			**1,052**	
Min. EV charging spaces	433 @ 2 sp/50 u =		18	
Parking Spaces Provided	Garage	On Street	Spaces	
Residential & Guest	718		718	
Commercial/Public	82	3	85	
City Leased	249		249	
Total Parking Spaces Provided	**1,049**	**3**	**1,052**	
Standard - 9' x18'			871	
Compact Spaces - 8' x 18'	10% Max. of Rq'd.		102	
EV Spaces - 9' x 18'	(13 stations)		26	
Motorcycle Spaces - 4.5' x 18'	3% Max. of Rq'd.		30	
Handicap Spaces - 12' x 18' (incl. 1 EV/HC space)			20	
Parallel Spaces - 8' x 22' (On-Street)			3	
Public Amenities - North	Rate/SF	Bike Racks	Receptacles	Benches
Commercial Area - Bike Racks, Trash Receptacles, Benches	1 / 12,500	2	2	2
Residential Lot Area - Bike Racks	1 / 75,000	3		
Residential Lot Area - Trash Receptacles/Benches	1 / 25,000		8	8
Project Totals - Min. Required/Provided		5	10	10

BLDG PER LEVELS								
TYPE	Level 1st	Level 2nd	Levels 3rd - 7th	Level 8th	TOTAL	AREA	LEASABLE AREA (NRSF)	% TOTALS
STUDIO/1 B:								
ST	2	3	25	5	35	544 sf	19,040 sf	8.1%
1 BDR & 1BDR + DEN:								
A1	0	8	40	8	56	707 sf	39,592 sf	37.9%
A2	4	9	55	11	79	775 sf	61,225 sf	
B1	0	2	10	2	14	918 sf	12,852 sf	
B2	1	2	10	2	15	918 sf	13,770 sf	
2 BDR:								
C1	2	3	15	3	23	1,082 sf	24,886 sf	40.9%
C2	0	11	55	11	77	1,077 sf	82,929 sf	
C3	1	10	55	11	77	1,155 sf	88,935 sf	
3 BDR:								
D1	0	1	5	1	7	1,388 sf	9,716 sf	13.2%
D2	0	4	20	4	28	1,431 sf	40,068 sf	
D3	1	3	15	3	22	1,460 sf	32,120 sf	
Units per Level	**11**	**56**	**305**	**61**				
Average Unit Size						982 sf		
Total/Building					433 dus		425,133 sf	100.0%

SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS (Table 3-1) - NORTH BLDG.		
	OPTIONS	POINTS
1. Energy		
Efficient Water Heating	At least 75% of hot water on premises is heated via Energy StarCertified water heaters or solar water heaters.	2
Cool Roof	Use roofing materials that have a Solar Reflective Index (SRI) 75 for low-sloped roofs (<2:12) or 25 for steep- sloped roofs(>2:12) for a minimum of 75% of the roof surface.	2
Building Color	Utilization of white or cool light colors for the body of buildings to reflect rather than absorb heat and reduce cooling costs. Accent and trim colors are not limited to these choices.	2
Shade Structures for Buildings	Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 50% of glazed openings.	4
Lighting	Provide energy efficient lighting such as LED lighting for building interiors for 100% of proposed lighting.	1
2. Recycle and Waste Reduction		
3. Water Conservation and Management		
Reuse Water	Utilization of reuse water for irrigation (if adjacent to site).	2
4. Urban Nature		
Tree Canopy	Provide canopy trees in an amount that exceeds the minimum number of required trees by 10%.	2
5. Transportation		
Parking Structure	At least 75% of the development's total number of required off-street parking spaces is contained in a parking deck or garage.	2
Electric Charging Stations	Provide four (4) over the required number of electric car charging stations.	4
6. Other Sustainable Development Opportunities *		
Other *	The development includes other green features that conserve energy, promote a healthy landscape, support public health and safety, or increase sustainability - points to be awarded at the discretion of the Development Director. Up to 6 points *	4
	* See Note for description	
	TOTAL POINTS NORTH BUILDING	25

*NOTE (DESCRIPTION):
This development is proposing a large and vast variety of amenity program that will support and promote public health and safety. With over 18,000 sf of airconditioned amenities and nearly 30,000 sf of outdoor amenities it offers plenty of opportunities for residents to improve their physical and mental health.

Some of the main amenity programs are a state-of-the-art gym, with a yoga room as well as private rooms. A spa center for massages and physical therapy which includes its own lobby/ lounge. A kids lounge, keeps children in a safe environment designed to enhance the children's experience. An art studio for residents to explore their creativity. A large game room with different game, TVs, arcade like games for all residents to enjoy. A cocktail lounge and other lounges throughout to promote social interaction within the community. A chef's kitchen and private dinning area for those residents who would like to explore their culinary dreams and can even be used for cooking classes or as an extension to the clubhouse and lounges. A large Clubroom with plenty of sectioned seating and bars. A large co-working area with conference rooms, office booths and common areas allows residents who work from home to escape the confines of their apartments while maintaining a quiet and professional space to work from. Two large pools are provided, One pool is designed as a lap pool which promotes good physical activity, open space cabanas and covered lounges opened to the pool decks are also provided and a lush and full landscape program can be found throughout. A jacuzzi area is also provided along with fire pits, seating, and a large water feature that will provides for a tranquil environment and experience to sooth the mind.

All of these areas are protected and secured, other courtyards are also provided with public access along the perimeter of the buildings with retail components, these areas further encourage social and community interactions while keeping eyes of the street which improves overall safety.

LEGEND:

PROPERTY LINE/RIGHT OF WAY	EXISTING WATER MAIN
PROPOSED WATER MAIN	EXISTING ELECTRICAL
PROPOSED FIRE MAIN	EXISTING SANITARY SEWER MAIN
PROPOSED SANITARY SEWER LINE	EXISTING STORM PIPE
PROPOSED STORM PIPE	EXISTING FORCE MAIN
PROPOSED GAS LINE	
PROPOSED DUCT BANK	

NORTH

SITE PLAN - BUILDING I (NORTH PARCEL)

89 SP IN GARAGE / 3 SP SURFACE PKG
11 DUS

SCALE: 1"=20'-0"

SITE PLAN RE-SUBMITTAL 03/01/2024

	BY
INITIAL SITE PLAN SUBMITTAL - 11/06/2023	
SITE PLAN RE-SUBMITTAL 01/15/2024	
SITE PLAN RE-SUBMITTAL 03/01/2024	

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BOYNTON TOWN SQUARE
FOR:
TIME EQUITIES INC.
LOCATED AT:
BOYNTON BEACH, FL

STATE OF FLORIDA — GEORGE L. MOURIZ — AR0007806 — REGISTERED ARCHITECT
George Mouriz
GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
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MSA ARCHITECTS
ARCHITECTURE & PLANNING

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DRAWN	
CONTRACT DATE	06/18/2019
SCALE	AS SHOWN
JOB NO.	2134.PRJ
SHEET TITLE:	SITE PLAN BUILDING I (NORTH PARCEL)
SHEET NUMBER:	A-2.1.1

FISHKIND
LITIGATION SERVICES™

FISCAL IMPACT AND FINANCIAL GAP ANALYSIS FOR BOYNTON BEACH TOWN SQUARE APARTMENTS

June 28, 2024

Prepared for
Mr. Zach Alerhand
Director of Portfolio Strategy
Boynton Beach Town Center Apartments V LLC
55 Fifth Avenue, 15th Floor.
New York, New York 10003

Prepared by
Fishkind Litigation Services, Inc.
3504 Lake Lynda Drive, Suite 107
Orlando, Florida 32817
Office: 407-382-3256

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EXECUTIVE SUMMARY

- Boynton Beach Town Center Apartments V, LLC is planning the development of Town Square Apartments. This two-building, eight-story, mixed-use development will include 898 market-rate rental apartments, 23,594 square feet of retail space, and 2,014 parking spaces. Phase I (southern parcel) will consist of 465 apartments,6,686 square feet of retail space, and a parking garage with 980 spaces. Phase II (northern parcel) will comprise 433 apartments,16,908 square feet of retail space, and a parking garage with 1,034 spaces.

- The development of Town Square Apartments will impact the economy of Boynton Beach and Palm Beach county, generating 426 construction jobs and supporting 340 permanent jobs in Boynton Beach.

- During the construction period, the project will support 426 jobs, measured on a full-time equivalent basis each year from 2025 to 2030. Of these, 344 will be directly supported by the construction, with the balance indirectly supported or induced by the flow of construction spending. More than $25 million in earnings will be generated yearly, with a value-added of almost $40 million annually.

  The Project is projected to be fully occupied and operational in 2031. At that time, the retail and residential components of the Project are estimated to be fully leased (at 96% occupancy for the apartments and 95% occupancy for the retail space). Residents' local spending and purchases in the Project's retail space generate permanent economic impacts. The total local spending generated by the Project is $90 million annually.
  .
- The City's budgetary net fiscal operating surplus will be $13.4 million cumulatively by 2047 and grow to $66 million by 2062.

- The development of Town Square Apartments will generate $4.12 million per year on average in tax increment revenues for the Boynton Beach Community Redevelopment Agency for 15 years.

- Boynton Beach Town Center Apartments V, LLC has agreed to provide (a) 473 public parking spaces at an estimated value of $29.8 million and (b) $4.5 million in contributions for workforce housing to benefit the City of Boynton Beach, which total $ 34.3 million.

  Upon completion, the Project will dramatically beautify the area through architecture, public sidewalks, landscaping, and lighting. The City's vision of Boynton Beach Town Square as a community center can only be fulfilled by the Developer's contribution of 473 public parking spaces. The parking spaces will serve City Hall and Town Square by accommodating

the employees and the public. They will play a crucial role in encouraging the public to spend time in the downtown area and realizing the City's vision for Town Square.

- Development of Town Square Apartments will also provide the City (a) $ 1 million for Arts in Public Places, (b) over $534,000 in park impact fees, (c) $2.7 million in utility fees, and (d) building division fees of $703,000.

  The Developer desires to move forward with construction in Phase I in 2026 and Phase II in 2029. This schedule will enable the Project to be fully occupied and operational in 2031. As our analysis shows, any delay will negatively impact the City's budgetary net fiscal surplus and the BBCRA incremental tax revenues. These are sources of funds for the City's Town Square bond obligation.

- However, the Developer's contribution to the City and sharp increases in construction costs and interest rates are currently significantly challenging Town Square Apartments' capitalization and immediate development.

- As a result, its projected rate of return now falls far below market levels.

- The contribution of 95.4% of Town Square Apartments' incremental revenues to the BBCRA for fifteen years, totaling $58.44 million (present value of $38.9 million), closes the financial gap, making the Project financially viable.

1.0 Introduction

1.1 Assignment

Boynton Beach Town Center Apartments V, LLC (“Client”) commissioned Fishkind Litigation Services, Inc. ("FLS") to (a) measure the economic and fiscal impacts of its Town Square Apartments project on Boynton Beach and (b) quantify the tax increment financing ("TIF") needed to make Town Square Apartments financially feasible ("Gap Analysis").

1.2 Overview of the Report

Our report begins with an overview of the Town Square Apartments project in Section 2. Section 3 presents the economic analysis measuring the jobs, earnings, and output supported by the construction and operation of Town Square Apartments. Section 4 turns to the fiscal impacts of Town Square Apartments on Boynton Beach's CRA and City government. FLS calculates the revenues generated by Town Square Apartments and the costs of providing public services to the Project. Finally, Section 5 quantifies the financial gap for Town Square Apartments, and the amount of TIF needed to make the Project financially feasible.

1.3 Limitations and Disclaimers

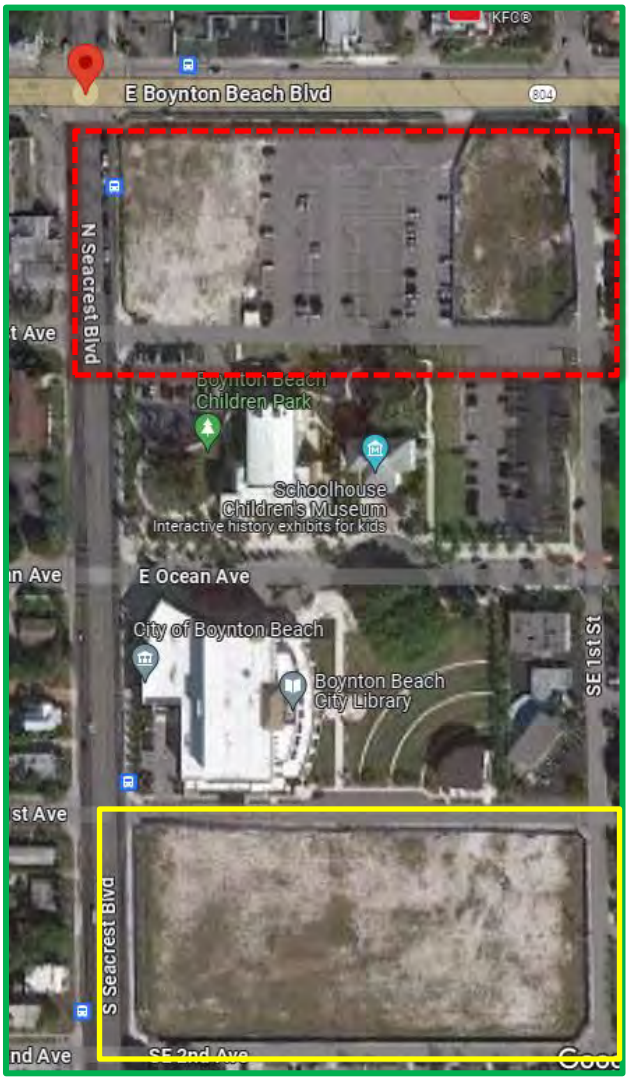
Although our analysis is based on cost inputs from Boynton Beach Town Center Apartments V, LLC, consistent with our experience and third-party sources, including Costar and Realtyrates.com, FLS is solely responsible for our findings, analysis, and conclusions. Our report uses the most current data available at publication, but we must be retained to provide updates as economic conditions evolve.

2.0 Overview of Town Square Apartments

2.1 Location

Town Square Apartments 9.67+/- acres are located within the 16.5+/- acres of Town Square, a private/public partnership between the City and private developers, about four blocks off Boynton Beach Boulevard east of Interstate 95. It stretches from Boynton Beach Boulevard south to Southeast Second Avenue and Seacrest Boulevard east to Northeast First Street.

Figure 1. Location Map for Project



Phase 1 Property Outline in Yellow (sold line) & Phase 2 Property Outline In Red

2.2 Development Plan

Town Square Apartments will be two eight-story buildings, a mixed-use development planned for 898 market rental apartments and 23,594 square feet of neighborhood retail space, constructed in two phases on two separate parcels.

	Phase I	Phase II	Total
Apartment Units	465	433	898
Retail Square Feet	6,686	16,908	23,594
Parking Spaces	980	1,034	2,014
Construction Start	2026	2029	
Construction Completion	24 months	24-months	

Figure 1b. Project Site Plan



Table 1. Development Program Summary for Town Square Apartments

Phase 1				Phase 2			
Uses	Volumes	Average Unit Size	Estimated Monthly Rent	Uses	Volumes	Average Unit Size	Estimated Monthly Rent
Apartments				Apartments			
Studio (1 bath)	43	544	$1,958	Studio (1 bath)	35	544	$1,958
1BR (1 bath)	187	804	$2,791	1BR (1 bath)	164	777	$2,689
2BR (2 bath)	191	1109	$3,777	2BR (2 bath)	177	1112	$3,793
3BR (2 bath)	44	1,419	$4,826	3BR (2 bath)	57	1,437	$4,886
Total Apartments	465	964		Total Apartments	433	982	
			Annual				Annual
Retail square feet	6,686		$40.00	Retail square feet	16,908		$40.00
Parking Spaces	448			Parking Spaces	498		

Source: Costar Underwriting Report for Client.

As discussed below, the market determines the estimated monthly rental rates. Based on our market analysis, the estimated rents in Table 1 are competitive with recently developed apartment projects in Boynton Beach. To be successful, Town Square Apartments must be competitively priced and designed to promote a rapid rent increase for the apartments and retail space.

3.0 Economic Impact Analysis

3.1 Overview

Economic impact analysis calculates the financial effects of a change in economic activity on an area's economy, typically measured in terms of jobs, earnings, and value-added. In this application, the analysis focuses on the impacts of the construction and operations of Town Square Apartments on Boynton Beach's economy. Impacts from Town Square Apartments' construction and operational phases are measured in terms of jobs, earnings, and value-added. FLS used the IMPLAN input-output modeling system as described below. The economic impacts are estimated for Palm Beach County because that is the minor level of geography for which reliable calculations can be developed. Exhibit #1 contains a complete economic impact analysis and report. The results are summarized below.

3.2 Methodology

To quantify the economic impact of the Project, FLS employed the IMPLAN input-output modeling system.[1] Economists widely use IMPLAN to calculate the economic impacts of developing commercial land uses or residential apartments. IMPLAN is routinely used by the State of Florida's Department of Economic Opportunity.[2]

IMPLAN is a computer software package comprising procedures for estimating local input-output models using locally specific databases. IMPLAN was initially developed by the U.S. Forest Service in cooperation with the Federal Emergency Management Agency and the U.S. Department of the Interior's Bureau of Land Management to assist in land and resource management planning. Since 1993, the IMPLAN system has been developed under exclusive rights by the Minnesota Implan Group, Inc., which licenses and distributes the software to users. Hundreds of authorized users exist in the United States, including universities, government agencies, and private companies. The Department of Food and Resource Economics at the University of Florida is a licensed user of IMPLAN along with the State of Florida and many other governments and private companies. We have used IMPLAN widely in our work.

Input-output modeling was developed in the 1930s by Nobel Prize-winning economist Leontief.[3] The methodology has been refined and used

[1] www.IMPLAN.com
[2] http://www.floridajobs.org/labor-market-information/products-and-services/economic-impact-analysis
[3] Leontief, Wassily (1936), "Quantitative Input-Output Relations in the Economic System of the United States", Review of Economics and Statistics, Volume 18, pages 105-125.

continuously since then.[4] An input-output model is built around quantifying the interactions between industries (or sectors) within an economy. Each industrial or service activity within the economy (agriculture, mining, manufacturing, trade, services, etc.) is assigned to an economic sector, with the number of sectors determined by the level of detail desired. Then, for a one-year production period, a transactions table reflects the value of goods and services exchanged between sectors of the economy. The transactions table contains three components of the local economy: producing industries, final demand, and value-added, which capture all transactions within the economy.

The transactions table shows how much each local industry purchased and sold to every other industry within the local economy. Values are expressed in dollars and track the movement of goods and services between industry sectors and between producing industries, final demand, and value-added components of the economy.

Impact analysis using an input-output model estimates changes in final demand. Producing industries respond directly by selling to final consumers or indirectly by selling goods and services (intermediate inputs) to other sectors. The IMPLAN software and database quantify both the estimation of the transactions table for specific local areas and the resulting tables to estimate multipliers that capture the direct and indirect effects of changes in final demand.

This analysis used IMPLAN calibrated for Palm Beach County (the minor geography available). This application calculates the change to final demand for each land use, retail and residential. The analysis is provided for each land use's construction and operating impacts once constructed and occupied.

3.3 Construction Period Impacts

Boynton Beach Town Center Apartments V, LLC plans to construct Phase I in 2026 and Phase II in 2029. Each phase will take 24 months to complete. Construction costs are estimated at $ 320 million. Table 2 summarizes the economic impacts during the construction period.

During the construction period, the Project will support 426 jobs measured on a full-time equivalent basis. Of these, 344 will be directly supported by the construction, with the balance indirectly supported or induced by the flow of construction spending. More than $25 million in earnings will be generated, with more than $38 million in value-added.

[4] See Miller, Ronald E. and Peter D. Blair (2009), Input-Output Analysis, Cambridge University Press: NY, NY.

Table 2. Economic Impact Summary
Construction Period of Town Square Apartments

	Full-Time Equivalent	$ in Millions	$ in Millions
Category	Jobs	Earning	Value Added
Direct	344	$20	$29
Indirect	27	$2	$3
Induced	55	$3	$6.
Total	**426**	**$25**	**$38**

Source: IMPLAN and FLS

3.4 Permanent Economic Impacts

Town Square Apartments is projected to be fully occupied and operational by 2028 Phase I and 2031 Phase II. As Table 3 shows, the spending by the occupants of the 898 apartments and the sales at the 23,594 square feet of retail/commercial space will support 340 jobs, earn $18 million per year, and add $34 million in value.

Table 3. Economic Impact Summary
Stabilized Operations of Town Square Apartments

	Full-Time Equivalent	$ in Millions	$ in Millions
Category	Jobs	Earning	Value Added
Direct	62	$2	$4
Indirect	10	$1	$1
Induced	268	$16	$30
Total	**340**	**$18**	**$34**

Source: IMPLAN and FLS

4.0 Fiscal Impacts

4.1 Overview

In this application, fiscal impacts measure Town Square Apartments' cost and revenue effects on the budgets of Boynton Beach and its CRA ("BBCRA"). Exhibit #2 contains a complete fiscal impact analysis and report. The results are summarized below.

4.2 Methodology

FLS calculates fiscal impacts based on (a) the latest adopted budgets for the government, (b) Florida laws governing CRAs and property taxation, and (c) demographic data on population, employment, and visitor volume. For a general-purpose government like the City, except for ad valorem revenues, operating revenues were calculated using the modified per capita method based on the City's actual for FY2022 as reported to the State of Florida, Division of Banking. FLS included the following fund types: (a) general fund, (b) special revenue fund, and (c) permanent fund. FLS excluded the following fund types: (a) debt service fund, (b) capital projects fund, (c) enterprise fund, (d) internal service fund, (e) fiduciary funds, and (f) revolving and clearing funds.

The debt service fund is not involved because it relates to prior capital projects where pledged revenues are the funding source. FLS eliminates the capital project fund because development projects like Town Square Apartments are required to offset their capital impacts in the entitlements process. Finally, the enterprise fund comprises operations that are self-funding through their fees.

FLS employs the modified per capita approach to precisely quantify the fiscal impacts of Town Square Apartments on the City. This approach, which excludes ad valorem revenues, methodically examines each revenue and expenditure account in the City's budget to determine its association with population, employment, or visitor volume. This method ensures a more accurate assessment of the development's financial effects on the City's budget.

For example, law enforcement is provided to all residents, visitors, and employees. FLS divides Law enforcement costs by the full-time equivalent number of residents, visitors, and employees. This weighted expenditure is applied to Town Square Apartments to measure its impact on law enforcement costs. Other revenue and expenditure accounts are only related to residents. For instance, FLS determines municipal revenue sharing using a population formula. So, only residents are used to calculate the per capita revenue sharing figure to apply to Town Square Apartment's residents.

The BBCRA, established by City Ordinances 82-KK and 83-41, plays a significant role in the fiscal impact analysis. As an independent agency and component unit of the City, a board of elected officials governs the BBCRA. Its primary revenue source is tax increment revenues collected from the City and Palm Beach County within the legally defined redevelopment area of the BBCRA. For FY2023-24, the BBCRA will receive revenues based on the City millage rate of 7.85 and the County's general fund millage of 4.50 for a combined millage of 12.35.

The development of Town Square Apartments will not necessitate any increase in BBCRA staff or operating costs. Additionally, Town Square Apartments will have a minimal impact on other non-ad valorem revenues for the BBCRA. Therefore, our analysis of the fiscal implications of Town Square Apartments on BBCRA will focus on its effects on BBCRA ad valorem revenues.

4.3 Fiscal Impacts of Town Square Apartments on the City's Budget

Table 4 summarizes the fiscal impact of Town Square Apartments on the City's budget. The analysis is in constant 2024 dollars without trending for inflation. Town Square Apartments will have a taxable value of $198 million upon completion of Phase I. In 2031, a combined value of $400 million with Phase II completion.

The Project is within Town Square's geographically targeted economic development area and is eligible for Tax Increment Financing ("TIF") from The Boynton Beach Community Redevelopment Agency ("CRA"). The CRA captures the increase in property taxes resulting from new development and diverts that revenue to subsidize that development. The BBCRA apportions ninety-five percent of the Project's tax increment revenues. After completing the gap financing provided by the CRA program in 2043, the Project will produce an annual fiscal surplus of $3.07 million. By 2047, the budgetary impact surplus on the City will be $3.217.

Town Square Apartments will also generate almost $870,000 million per year in other revenues for the City. Still, the City will incur increased annual expenses to provide governmental services to Town Square Apartments. From 2028 to 2042, the Project will charge the City a cumulative net fiscal shortfall of $2.92 million, but from 2028 to 2062, the City will earn a cumulative net budgetary surplus of $66.3 million.

Table 4. Fiscal Impact of Town Square Apartments on the City of Boynton Beach
Constant 2024 Dollars

Table 4 Boynton Beach Town Square Fiscal Impact - Operating Revenue and Expenditures							
Year	Assessed Value	Ad Valorem	Ad Valorem Transferred to BBCRA	Total Operating Revenue	Total Operating Expenditure	Net Fiscal Impact	Cumulative Net Fiscal Impact
2028	198,087,580	1,554,988	(1,363,801)	657,949	703,142	(45,194)	(45,194)
2032	403,389,083	3,166,604	(2,894,837)	1,174,198	1,361,459	(187,261)	(509,330)
2037	423,965,981	3,328,133	(3,048,289)	1,182,275	1,361,459	(179,184)	(1,421,565)
2042	445,592,507	3,497,901	(3,209,569)	1,190,763	1,361,459	(170,696)	(2,292,190)
2047	468,322,203	3,676,329	-	4,578,760	1,361,459	3,217,301	13,433,910
2052	492,211,342	3,863,859	-	4,766,290	1,361,459	3,404,831	30,079,274
2057	517,319,067	4,060,955	-	4,963,385	1,361,459	3,601,927	47,690,794
2062	543,707,539	4,268,104	-	5,170,535	1,361,459	3,809,076	66,317,754

Source: FLS

4.4 Fiscal Impacts on the CRA's Budget

Table 5 presents the fiscal impacts of the Town Square Apartments project on the BBCRA's budget. The assessed value is estimated based on the Project's development cost provided by Boynton Beach Town Center Apartments V, LLC and elaborated further below. In the initial years, the appraiser assesses commercial properties based on the cost approach. As time progresses, the appraiser transitions to the income approach. FLS projects that the residential property values will appreciate at a 1% real rate (1% more than inflation), and the retail component will escalate at a 1% real rate. This steady growth in property values is a reassuring indicator of the stability the Town Square Apartments project brings to the BBCRA's budget.

The ad valorem taxes for the BBCRA revenues use the effective BBCRA millage rate, which totaled 12.35 in FY 2023-24 (the latest year for which complete information is available). This effective rate includes consideration of the 95% share of increment increases of ad valorem revenues the CRA receives and the assessment ratio the property appraiser applies to just property values to adjust from market value to assessed value.

Table 5. Fiscal Impact of Town Square Apartments on the Boynton Beach Community Redevelopment Agency's (BBCRA) Budget

Table 5
Boynton Beach CRA
Boynton Beach Town Square
Tax Increment Revenues Analysis

Years	Pre-Project Property Tax Assessed Value	Post-Project Property Tax Assessed Value	Property Tax Increment Value at Project Completion	Tax Increment Revenue To CRA @95%	Phase 1 Pledged Increment Revenue to Developer	Phase 2 Pledged Increment Revenue to Developer	NET-Tax Increment Revenue to CRA	CRA Town Square Funding (City Bond Obligation) (2028-2037)	Project % Contribution to CRA Town Square Funding
2028	$ 17,129,592	$ 198,087,580	$ 180,957,988	$ 2,012,234	$ 2,000,000	$ -	$ 12,234	$ 3,550,000	0.3%
2029	$ 17,129,592	$ 200,068,456	$ 182,938,864	$ 2,035,474	2,000,000	-	35,474	3,550,000	1.0%
2030	$ 17,129,592	$ 202,069,140	$ 184,939,548	$ 2,058,947	2,000,000	-	58,947	3,550,000	1.7%
2031	$ 17,129,592	$ 399,395,132	$ 382,265,540	$ 4,374,074	2,320,000	2,050,000	4,074	3,550,000	0.1%
2032	$ 17,129,592	$ 403,389,083	$ 386,259,491	$ 4,420,933	2,320,000	2,050,000	50,933	3,550,000	1.4%
2033	$ 17,129,592	$ 407,422,974	$ 390,293,382	$ 4,468,261	2,320,000	2,050,000	98,261	3,550,000	2.8%
2034	$ 17,129,592	$ 411,497,204	$ 394,367,612	$ 4,516,062	2,320,000	2,050,000	146,062	3,550,000	4.1%
2035	$ 17,129,592	$ 415,612,176	$ 398,482,584	$ 4,564,341	2,320,000	2,050,000	194,341	3,550,000	5.5%
2036	$ 17,129,592	$ 419,768,298	$ 402,638,706	$ 4,613,103	2,320,000	2,050,000	243,103	3,550,000	6.8%
2037	$ 17,129,592	$ 423,965,981	$ 406,836,389	$ 4,662,352	2,320,000	2,050,000	292,352	3,550,000	8.2%
2038	$ 17,129,592	$ 428,205,641	$ 411,076,049	$ 4,712,094	2,320,000	2,050,000	342,094	3,550,000	9.6%
2039	$ 17,129,592	$ 432,487,697	$ 415,358,105	$ 4,762,333	2,320,000	2,050,000	392,333	3,550,000	11.1%
2040	$ 17,129,592	$ 436,812,574	$ 419,682,982	$ 4,813,075	2,320,000	2,050,000	443,075	3,550,000	12.5%
2041	$ 17,129,592	$ 441,180,700	$ 424,051,108	$ 4,864,324	2,320,000	2,050,000	494,324	3,550,000	13.9%
2042	$ 17,129,592	$ 445,592,507	$ 428,462,915	$ 4,916,085	2,320,000	2,050,000	546,085	3,550,000	15.4%
Total				$ 61,793,691	$ 33,840,000	$ 24,600,000	$ 3,353,691	$ 53,250,000	6.3%

Source: FLS

Based on genuine property appreciation, our projections indicate that the Project will contribute an average of $4.12 million annually to the BBCRA for fifteen years. This long-term commitment to the Project provides a secure and stable prospect for the BBCRA's financial stability, offering reassurance in the face of potential uncertainties.

4.5 Fiscal Capital Revenues

The Project will generate fiscal capital revenues of $534,310 from Boynton Beach city parks and recreation facilities impact fee. In addition, the Developer has agreed to provide (a) 473 public parking spaces at an estimated value of $63,000/space for a total of $29.8 million and (b) $4.5 million in workforce housing contribution. The total fiscal capital revenues will be $34.3 million.

5.0 Financial Gap Analysis

5.1 Overview

The financial gap analysis is not just a tool but a crucial one. It compares the economic performance of a development project with and without financial support, helping to understand the Project's potential and the role of financial support in achieving a rate of return commensurate with market rates for projects of similar characteristics and risk profiles. This analysis is critical as it justifies the necessity of financial support for this project, making its importance clear.

Financial performance for rental apartment projects is measured when the project achieves stabilized operations. At that time, projects are either sold to investors or refinanced. FLS determines the value of the Project at that time via the income approach using the capitalization of income method ("Cap Rate").[5] FLS calculates the Project's value by dividing its stabilized net operating income ("NOI") by the Cap Rate.

Cap Rates are market-determined rates estimated from data on apartment project sales and their stabilized net operating Income (NOI). These data are readily available from various reliable sources. FLS uses Costar.

Due to recent sharp increases in construction costs and interest rates, the development of Town Square Apartments is no longer financially feasible. As a result, its projected rate of return now needs to catch up to market levels. The contribution of 94.5% of the incremental revenues generated by Town Square Apartments to the BBCRA for fifteen years, totaling $58.4 million (present value of $38.9 million), closes the financial gap, enhancing the Project's economic viability.

5.2 Methodology

Real estate development projects, like Town Square Apartments, use detailed and highly proprietary cash flow pro forma models for planning, analysis, decision-making, financing, and monitoring. Boynton Beach Town Center Apartments V, LLC provided FLS with a copy of its financial model, and we used it as the foundation for our analysis. FLS then developed our independent economic analysis.

[5] Fishman, Jay et al. (2012), Guide to Business Valuation, Thompson-Reuters, Section 503.

Cost Analysis

Boynton Beach Town Center Apartments V, LLC acquired the land for the Project for $44 million, resulting in land costs for Phase I and II of $22.6 million and $22.4 million, respectively. The total development cost is $452 million, with construction costing $320 million.
The Project's square footage is as follows:

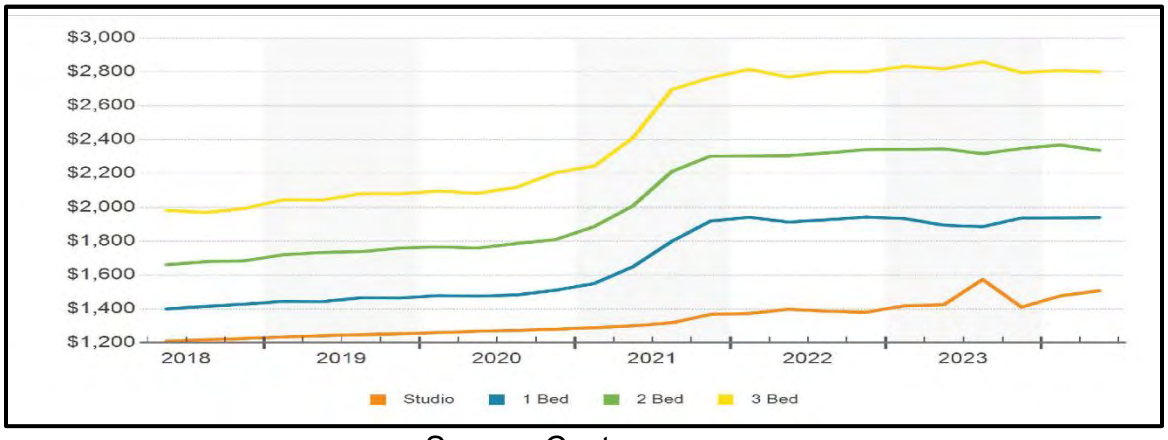
Square Feet (SF)	Phase I	Phase II	Total
Total Gross SF	938,748	841,596	1,880,344
Garage Gross SF	333,749	344,716	678,465
Gross SF-Building	604,999	596,880	1,201,912
Leasable SF	457,089	444,823	901,912

Development cost estimates are $240 per gross square foot and $501 per leasable square foot. These estimates are consistent with other projects FLS is participating in and reasonable based on current cost estimates from RH Means.

Calculations for Stabilized NOI for Town Square Apartments

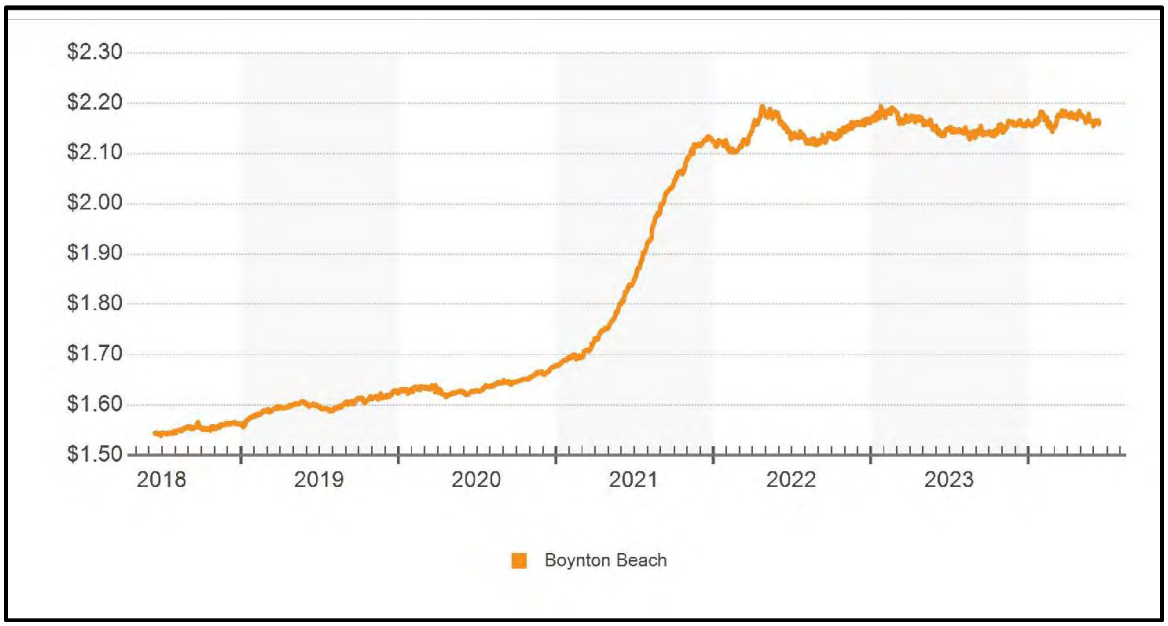
Apartment rental rates experienced unprecedented double-digit rent hikes in 2021 and 2022 across the U.S. and the relevant marketplace for Town Square Apartments in Boynton Beach, as shown in Figures 2 and 2a. The vigorous hikes have ended. As of the second quarter of 2024, rents grew by 0.5%, under the 5-year historical average growth of 6.6%. Rents in the Boynton Beach submarket are following the trajectory of flattened-out rental rates.

Figure 2. Market Rent Per Unit By Bedroom



Source: Costar

Figure 2a. Market Rent Per Square Foot



Source: Costar

Table 6. Multifamily Submarket Key Indicators

Table 6

Multi- Family Submarket - Boynton Beach, Florida

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	8,596	6.3%	$2,391	$2,376	(13)	0	0
3 Star	3,443	6.9%	$2,063	$2,053	(18)	0	384
1 & 2 Star	2,575	6.2%	$1,270	$1,263	(5)	0	0
Submarket	**14,614**	**6.4%**	**$2,217**	**$2,204**	**(36)**	**0**	**384**
Annual Trends	**12 Month**	**Historical Average**	**Forecast Average**	**Peak**	**When**	**Trough**	**When**
Vacancy Change (YOY)	-1.1%	7.4%	7.8%	12.6%	2002 Q1	3.8%	2021 Q3
Absorption Units	322	289	126	1,292	2021 Q2	(279)	2016 Q1
Delivered Units	180	314	184	1,167	2018 Q3	0	2016 Q3
Demolished Units	0	5	16	49	2009 Q3	0	2024 Q1
Asking Rent Growth (YOY)	0.4%	3.2%	3.3%	26.8%	2021 Q4	-2.8%	2008 Q3
Effective Rent Growth (YOY)	0.5%	3.2%	3.2%	29.6%	2021 Q4	-2.8%	2009 Q2
Sales Volume	$165M	$130.2M	N/A	$968.9M	2021 Q4	$2.5M	2009 Q2

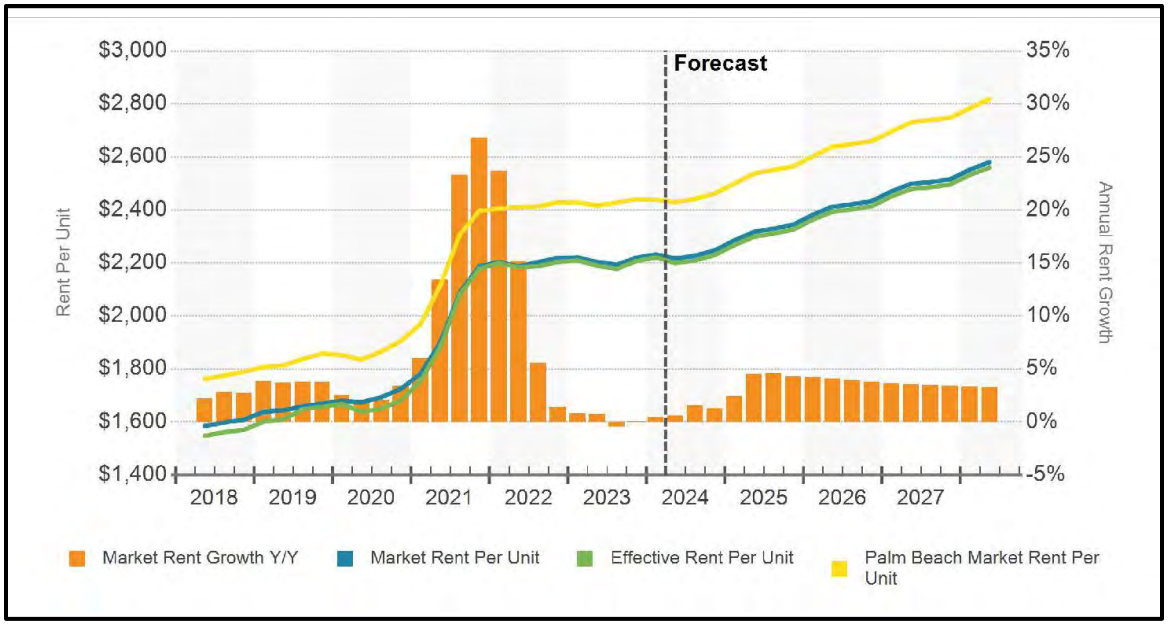
Source: Costar

Boynton Beach is one of the more sizable submarkets in Palm Beach. It houses over 14,500 multifamily units, making it the third-largest apartment submarket. Over 50% of the existing multifamily units were built before 2000.

Despite slowing from levels seen in the preceding three years, annual net absorption has remained positive. Demand has trailed supply additions since 2022, resulting in an uptick in vacancy for the submarket, now standing at 6.4%, an expansion from recent lows of 3.8% in 2021. Increased competition due to new deliveries has resulted in a moderation in annual rent growth to 0.5%, down from double-digit rent growth seen in 2021

Figure 3 highlights how apartment rents shot up in mid-2020 and then de-escalated after peaking in mid-2021. Rents stopped rising by mid-2022. As discussed below, the expectation for rental rates is to remain flat over the next few years due to additional supplies of new units and affordability constraints.

Figure 3. Growth in Effective Rents per Unit

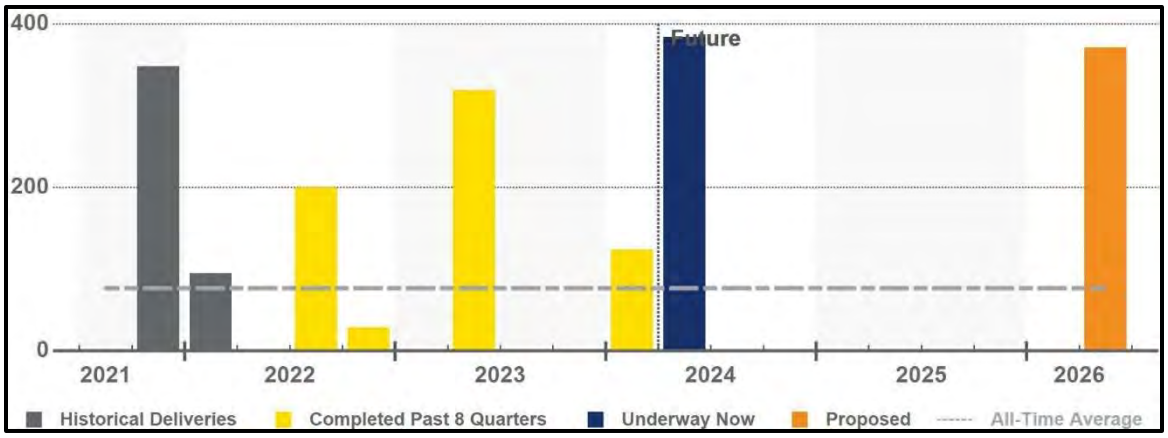


Source: Costar

The timing of new construction of apartments also affects rent levels. Figure 4 shows the volume of new apartments being constructed in the relevant market area for Town Square Apartments. Groundbreakings remained elevated in 2023, totaling over 380 units, after over 470 units broke ground in 2022. Units underway total 384, the bulk of which will be delivered by late 2024. This supply pressure has kept rents rising very slowly in the near term, as reflected in Figures 2, 2a, and 3. Construction volume has

rebounded in 2022 and 2023, with more than 600 new units completed. This new supply will restrain rental growth in the near term.

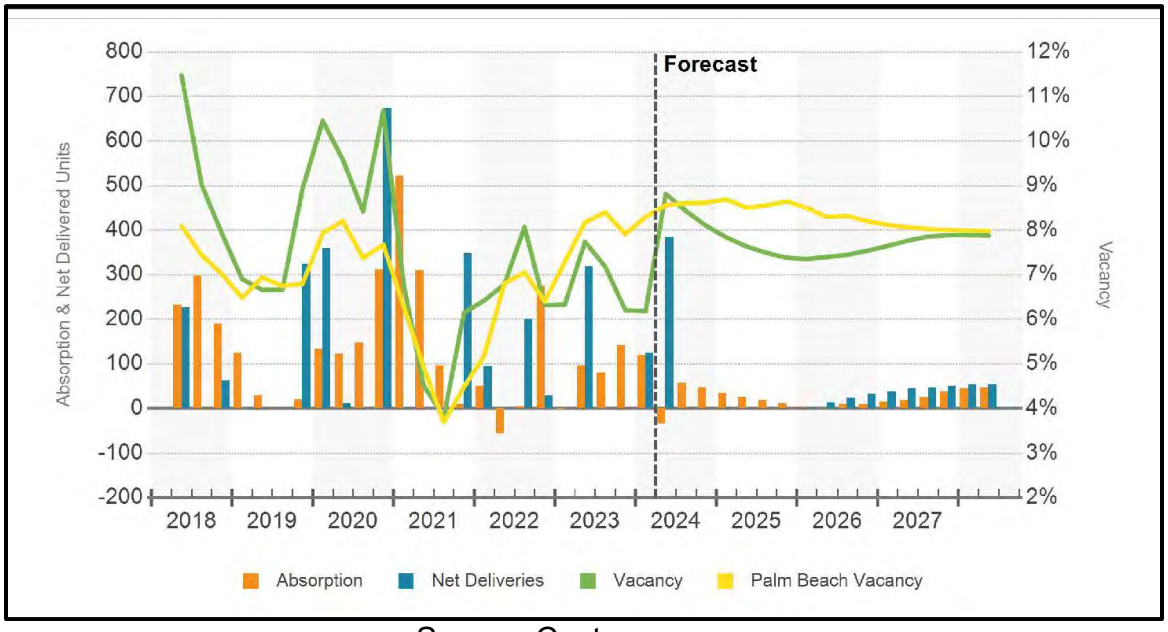
Figure 4. Past and Future Deliveries of Apartment Units



Source: Costar

Developers strive to lease up their projects rapidly when construction is completed. Pre-leasing efforts have resulted in initial solid occupancy levels, as Figure 5 illustrates.

Figure 5. Absorption, Net Deliveries & Vacancy



Source: Costar

As discussed and shown in Table 1, FLS expects Town Square Apartments to price its rents competitively in the marketplace and foster rapid lease-up. A fast lease-up at or soon after delivery is reasonable for a new project delivered to the market, such as Town Square Apartments, assuming competitive rental pricing. As of January 2028, the Project should reach stabilization within twelve months of delivery.

Table 7 displays the Project's net operating income (NOI) projection for phases I & II at stabilization in 2028 and 2031, respectively. Cost and revenue figures are in 2024 dollars without adjustment for inflation or escalations. FLS calculations are based on current known data and contemporary estimates, providing the most reliable basis for estimating NOI.

At stabilization, Town Square Apartments (Phase I) estimated projections assume $19.5 million in potential rent from apartment units, parking, and other ancillary sources. The vacancy assumption is at 4%. This results in an estimated effective gross rent for apartments of $18.7 million at stabilization. Retail spaces will produce $254,000 in additional income, with a total revenue of $19 million.

Town Square Apartments (Phase II) estimated projections assume $18.5 million in potential rent from apartment units, parking, and other ancillary sources. The vacancy assumption is at 4%. This results in an estimated effective gross rent for apartments of $17.8 million at stabilization. Retail spaces will produce $642,500 in additional income, with a total revenue of $18.449 million.

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Table 7. Calculation of Net Operating Income for Town Square Apartments

Boynton Beach Town Square Net Operating Income	Phase I South Building Amount	%	Phase II North Building Amount	%
Apartment Revenue Statistic				
Units	465		433	
Square Feet	448,166		425,133	
$/SF/Mo. Avg.	$ 3.25		$ 3.25	
$/Unit/Mo. Avg.	$ 3,132.34		$ 3,190.95	
Revenues				
Apartment Revenue	$ 17,478,474	92%	$ 16,580,187	90%
Parking Income	351,000	2%	351,000	2%
Other Income	1,709,630	9%	1,617,438	9%
Gross Potential Income	19,539,104	103%	18,548,625	101%
Vacancy	781,564	4%	741,945	4%
Total Apartment Revenue	18,757,540	99%	17,806,680	97%
Retail Revenue (Net of Vacancy)	254,068	1%	642,504	3%
Total Revenue	$ 19,011,608	100%	$ 18,449,184	100%
Expenses				
Operating Expenses	2,715,838	14%	2,528,942	14%
Management Fees	332,703	2%	322,861	2%
Property Insurance	930,000	5%	866,000	5%
RE Taxes	2,859,750	15%	2,662,950	14%
Total Expenses	**$ 6,838,291**	**36%**	**$ 6,380,752**	**35%**
	-			
Net Operating Income	$ 12,173,317	64%	$ 12,068,432	65%

Phase I operating expenses, including insurance, of $3.6 million utilize an industry-standard expense ratio of 19% of total revenue. Real estate taxes of $2.86 million were estimated based on the $198 million taxable values and current millage rates. Management fees of 2% of total income are standard in the industry. Total expenses of $6.8 million represent 36% of total revenues. This overall expense ratio is consistent with industry norms.

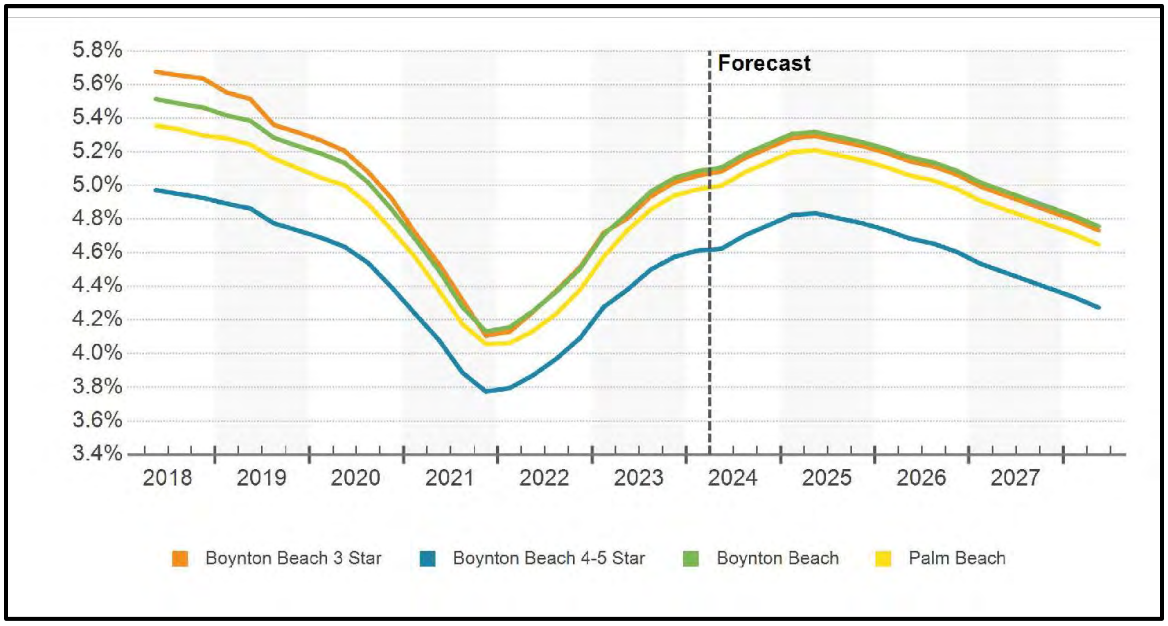
Phase II operating expenses, including insurance, of $3.4 million utilize an industry-standard expense ratio of 19% of total revenue. Real estate taxes of $2.66 million were estimated based on the $195.3 million taxable values and current millage rates. Management fees of 2% of the total income are standard in the industry. Total expenses of $6.4 million represent 36% of total revenues. This overall expense ratio is consistent with industry norms.

Town Square Apartments estimates stabilized NOI of $12.2 million for Phase I and $12.1 million for Phase II. These amounts are incorporated into the calculation to estimate the market value of Town Square Apartments at stabilization using the Cap Rate methodology from the income approach to value.

Determining the Cap Rate

As discussed above, the Cap Rate is the ratio of NOI to sales price for income-producing properties like Town Square Apartments. The marketplace determines the Cap Rates. There are many representative sales of apartment projects in the relevant market area. Figure 6 shows the Cap Rates for Palm Beach County and Boynton Beach submarket from 2018 through 2023, with projections to 2027. From 2018 to 2022, Cap Rates for apartment projects have declined and are running at about 5%. The forecast cap rate from 2024 to 2027 is 5.3% to 4.8 % in Boynton Beach.

Figure 6. Market Cap Rates



Source: Costar

Stabilized Value of Town Square Apartments

FLS estimated the value of Town Square Apartments at stabilization using the income approach to value employing the Cap Rate method. FLS valued Town Square Apartments on a fair market basis as a going concern. With a projected NOI at stabilization of $12.2 million and a Cap Rate of 4.985 %, Phase I will have a value at stabilization of $244.198 million. Since the estimated stabilization is in 2028, the present value of Town Square Apartments Phase I is $225.6 million. With a projected NOI at a stabilization of $12.1 million and a Cap Rate of 4.985 %, Phase II will have a value at a stabilization of $242.095 million. Since the estimated stabilization is in 2031, the present value of Town Square Apartments Phase II is $222.6 million.

5.3 Financial Analysis and Quantification of the Financial Gap

Table 8 shows the calculations for the financial gap analysis. As noted above, Town Square Apartments:

Phase I has a stabilized present value of $225.6 million. Without financial support, the loss from development is $5.136 million, a rate of return of a negative 2.3%. A negative 2.3% rate of return is far below market rates and would not justify the development of Town Square Apartments Phase I.

Phase II has a stabilized present value of $222.6 million. Without financial support, the profit from development is $1.8 million, a rate of return of just 0.8 %. A 0.8 % rate of return is far below market rates and would not justify the development of Phase II of Town Square Apartments.

We can determine the market rate of return from the cap rate. The profit margin, or the required market rate of return, equals the Cap Rate plus the long-term average expected growth rate in NOI.[6] Over time, it is reasonable to project that Town Square Apartments would achieve an average long-term 2.8 % compound rate of increase in NOI. Therefore, the market rate of return is 7.80% (5.0 % Cap Rate + 2.8% expected growth rate of NOI).

[6] Fishman, Op. Cit.

Table 8. Financial Gap Analysis

Table 8	Phase I South Building		Phase II North Building	
Category	Project without TIF	Project with TIF	Project without TIF	Project with TIF
Land	$ 22,580,243	$ 22,580,243	$ 21,419,757	$ 21,419,757
Development Cost	208,156,600	208,156,600	199,385,602	199,385,602
Total Cost	$ 230,736,843	$ 230,736,843	$ 220,805,359	$ 220,805,359
Stabilized NOI	$ 12,173,317	$ 12,173,317	$ 12,068,432	$ 12,068,432
Capitalization Rate	4.985%	4.985%	4.985%	4.985%
	-	-		
Stabilized Value	$ 244,198,931	$ 244,198,931	$ 242,094,918	$ 242,094,918
Present Value Stabilized	$ 225,600,827	$ 225,600,827	$ 222,613,960	$ 222,613,960
Present Value of TIF	$ -	$ 22,839,185	$ -	$ 15,610,338
Profit	$ (5,136,016)	$ 17,703,170	$ 1,808,601	$ 17,418,939
	-	-	-	-
Rate of Return on Investment	-2.3%	7.8%	0.8%	7.8%
Return on Cost	-2.2%	7.7%	0.8%	7.9%
Annual TIF Amount	(0)	2,000,000	-	2,050,000
TIF Term Years	Year (1-3)	3	Year (1-12)	12
Annual TIF Amount	-	2,320,000	-	-
TIF Term Years	Year (4-15)	12		
RealtyRate-OAR Region				
Overall Regional Rate of Return on Investment		**7.8%**		**7.8%**

Source: FLS

To close this financial gap and to reach the market rate of return of 7.8%, Town Square Apartments:

Phase I will need tax increment funding ("TIF") of $2,000,000 per year for three years and $2,320,000 for twelve years once it is stabilized and producing its full increment of tax revenue to the CRA, as discussed in Section 4. TIF support at this level represents approximately 94.5% of the incremental ad valorem tax revenue generated by Town Square Apartments Phase I for the BBCRA.

Once it is stabilized and producing its full increment of tax revenue for the CRA, Phase II will need tax increment funding ("TIF") of $2,050,000 per year for twelve years, as discussed in Section 4. TIF support at this level represents approximately 94.5% of Town Square Apartments Phase II's incremental ad valorem tax revenue for the BBCRA.

6.0 Conclusions and Request for TIF Support

6.1 Summary of Results

Town Square Apartments' development will substantially contribute to the economy of Boynton Beach, augment the supply of workforce housing, provide a positive fiscal impact on the City's budget, and generate $4.12 million per year in revenue to the BBCRA for fifteen years.

6.2 Request for TIF Support

The Developer's contribution to the City of $22.4 million, higher development costs, and the recent jump in interest rates have compromised Town Square Apartments' financial feasibility. To close the economic gap, Boynton Beach Town Center Apartments V requests that the BBCRA contribute about 94.5% of the incremental revenue generated by Town Square Apartments, totaling $58.44 million (present value of $38.9 million), closing the financial gap and making the Project financially viable.

ECONOMIC IMPACT ANALYSIS
BOYNTON BEACH TOWN SQUARE APARTMENTS
BOYNTON BEACH, FL

EXHIBIT 1

June 28, 2024

Prepared for

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Economic Impact Analysis
Boynton Beach Town Square Apartments

1.0 Introduction and Summary of Results

1.1 Background

Boynton Beach Town Center Apartments V LLC. is developing 898 market-rate rental apartments and 23,594 square feet of neighborhood retail/commercial space on property in the City of Boynton Beach, Florida ("Project"). The Project will be built on -/+ 9.67 acres within the 16.5-/+ acres of Town Square, a private/public partnership between the City and private developers. Time Square stretches from Boynton Beach Boulevard south to Southeast Second Avenue and Seacrest Boulevard, east to Northeast First Street. Figure 1 shows the current site plan for the Project. The Project would be built in two phases, one on the west side and the other on the east side of Town Square.

Figure 1. Project Site Plan



1.2 Assignment

Boynton Beach Town Center Apartments V LLC. commissioned Fishkind Litigation Services, Inc. ("FLS") to quantify the fiscal and economic impact of the Project and to calculate the amount of tax increment financing needed to make the Project economically viable. This report focuses on the economic impacts. Economic impacts are measured in terms of employment, labor earnings, and value added during the construction phase and for the permanent operational phase of the Project.

2.0 Economic Impact Analysis

2.1 Overview

Economic impact analysis calculates the economic effects of a change in economic activity on an area's economy typically measured in terms of jobs, earnings, and value-added. In this application, the analysis focuses on the impacts on Boynton Beach's economy from the construction and operations of the Project. Impacts from the construction phase and the operational phase of the Project are measured in terms of jobs, earnings, and value-added. FLS used the IMPLAN input-output modeling system as described below. The economic impacts are measured for Palm Beach County, because that is the smallest level of geography for which reliable calculations can be developed.

2.2 Methodology

To quantify the economic impact of the Project, FLS employed the IMPLAN input-output modeling system.[1] IMPLAN is widely used by economists to calculate the economic impacts of developing commercial land uses or residential apartments. IMPLAN is routinely used by the State of Florida's Department of Economic Opportunity.[2]

IMPLAN is a computer software package comprising procedures for estimating local input-output models using locally specific databases. IMPLAN was originally developed by the U.S. Forest Service in cooperation with the Federal Emergency Management Agency and the U.S. Department of the Interior's Bureau of Land Management to assist in land and resource management planning. Since 1993, the IMPLAN system has been developed under exclusive rights by the Minnesota Implan Group, Inc. which licenses and distributes the software to users. Currently, there are hundreds of licensed users in the United States including universities, government agencies, and private companies. The Department of Food and Resource Economics at the University of Florida is a licensed user of IMPLAN

[1] www.IMPLAN.com
[2] http://www.floridajobs.org/labor-market-information/products-and-services/economic-impact-analysis

along with the State of Florida and many other governments and private companies. We have used IMPLAN widely in our work.

Input-output modeling was developed in the 1930s by Nobel Prize winning economist Leontief.[3] The methodology has been refined and used continuously since then.[4] An input-output model is built around quantifying the interactions between industries (or sectors) within an economy. Each industrial or service activity within the economy (agriculture, mining, manufacturing, trade, services, etc.) is assigned to an economic sector with the number of sectors determined by the level of detail desired. Then, for a one-year production period, a transactions table reflects the value of goods and services exchanged between sectors of the economy. The transactions table contains three components of the local economy: producing industries, final demand, and value added, which capture all transactions within the economy.

The transactions table shows how much each local industry purchased and/or sold to every other industry within the local economy. Values are expressed in dollars and track the movement of goods and services between industry sectors and between producing industries and final demand and value-added components of the economy.

Impact analysis using an input-output model is conducted by estimating the changes in final demand. Producing industries then respond directly by selling to final consumers or indirectly by selling goods and services (intermediate inputs) to other industries. The IMPLAN software and database quantify both the estimation of the transactions table for specific local areas and the resulting tables to estimate multipliers that capture the direct and indirect effects of changes in final demand.

IMPLAN calibrated for the Palm Beach County (the smallest geography available) was used in this analysis. In this application the change to final demand is calculated for each of the two land uses, retail and residential. The analysis is provided for the construction of each land use and for its operating impacts once constructed and occupied.

[3] Leontief, Wassily (1936), "Quantitative Input-Output Relations in the Economic System of the United States", Review of Economics and Statistics, Volume 18, pages 105-125.
[4] See Miller, Ronald E. and Peter D. Blair (2009), Input-Output Analysis, Cambridge University Press: NY, NY.

2.3 Construction Period Impacts

Time Square plans to begin the construction of the Project in 2025 with completion of Phase 1 in 2027 and Phase 2 in 2030. Construction costs are estimated at $293 million. Table 1 presents the estimated composition of the construction budget identifying the portion that is estimated to be spent locally. It is this local spending component that generates local economic impacts. FLS estimates that about half the construction budget will be spent on labor and professional costs including architecture, engineering, and surveying that are directly related to the construction of the Project. Of this 75% is projected to be spent locally. The other half of the construction budget is for materials. Most of these are not locally produced.

Table 1. Analysis of the Construction Budget for the Project

Category	Amount	% Total	% Local	$ Local
Labor & Professionals	$146,705,895	50%	75%	$110,029,421
Materials	$146,705,895	50%	25%	$36,676,474
	=========	=========	=========	=========
Construction Cost	$293,411,790	100%	50%	$146,705,895

Table 2 summarizes the economic impacts during the 31-month construction period from the local construction spending of $146.7 million. During the construction period the project will support 426 jobs measured on a full-time equivalent basis in each year from 2025-2030. Of these, 344 will be directly supported by the construction with the balance being indirectly supported or induced by the flow of construction spending. More than $25 million in earnings will be generated each year with value-added almost than $40 million per year.

Table 2. Economic Impact Summary Per Year
Construction Period of The Project 2025-2030

Category	Jobs	Earnings $M	Value Added $M
Direct	344	$20	$29
Indirect	27	$2	$3
Induced	55	$3	$6
	=======	=======	=======
Total	426	$25	$38

Source: IMPLAN and FLS

2.4 Permanent Economic Impacts

The Project is projected to be fully occupied and operational in 2031. At that time the retail and residential components of the Project are projected to be fully leased (at 96% occupancy for the apartments and 95% occupancy for the retail space). The permanent economic impacts are generated by the local spending by residents and purchases in the Project's retail space. Table 3 presents the calculations for these two spending streams.

The average monthly rent for the apartment is $3,096. To afford this rental rate at the industry standard, that 30% of income is spent on rent, resident households must have annual earnings of $123,839. Of this typically 5% is saved and the balance is spent. FLS estimates that 75% of this annual spending will be spent locally, primarily for everyday shopping needs at grocery stores, pharmacies, and for personal care (hair and nails and medical needs). In addition, most large purchases for cars and furniture also tend to be spent locally. All told FLS estimates that 75% of resident sending will be made locally. Retail spending is projected at $700 per square foot of retail/commercial space, which could include restaurants and coffee shops. This spending level is typical for retail space in Palm Beach County. The annual total of local spending generated by the Project is $90 million.

Table 3. Estimated Local Spending from Residents and Retail Spacer

Category	Amount
Units	898
Rent/Month	$3,096
Income of Residents	$123,839
Retail sqft	23,594
Spend per Sqft	$700
Category	Amount
Resident Income	$111,207,161
Resident Savings	$5,560,358
	========
Consumption Spending	$105,646,803
Local Spending @ 70%	$73,952,762
Retail Spending	$16,515,800
	========
Total Annual Spending	$90,468,562

As Table 4 shows, the annual spending by the occupants of the 898 apartments and the annual sales at the 23,594 square feet of retail/commercial space will support 340 jobs with $18 million per year in earnings having a value-added of $34 million per year.

Table 4. Economic Impact Summary
Stabilized Operations of The Project

Category	*Jobs*	*Earnings $M*	*Value Added $M*
Direct	62	$2	$4
Indirect	10	$1	$1
Induced	268	$16	$30
	=======	=======	=======
Total	340	$18	$34

Source: IMPLAN and FLS

FISCAL IMPACT ANALYSIS BOYNTON BEACH TOWN SQUARE APARTMENTS BOYNTON BEACH, FL

EXHIBIT 2

June 28, 2024

Prepared for

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Fiscal Impact Analysis
Boynton Beach Town Square Apartments

1.0 Introduction and Summary of Results

1.1 Background

Boynton Beach Town Center Apartments V LLC. plans to develop 898 market-rate rental apartments and 23,594 square feet of neighborhood retail space on property in the City of Boynton Beach, FL. The development of Boynton Beach Town Square Apartments ("Project") comprises -/+ 9.67 acres within the 16.5-/+ acres of Town Square, a private/public partnership between the City and private developers, about four blocks off Boynton Beach Boulevard, east of Interstate 95. It stretches from Boynton Beach Boulevard south to Southeast Second Avenue and Seacrest Boulevard, east to Northeast First Street.

1.2 Assignment

Boynton Beach Town Center Apartments V LLC. ("Client") retained Fishkind Litigation Services, Inc. ("FLS") to analyze the fiscal impact (the cost and revenue effects) of the proposed change on the City of Boynton Beach. This report focuses on the budgetary impacts of the proposed change on the City.

1.3 Summary of Results

The analysis is based on the projected growth of a plan for 898 market rental apartments and 23,594 square feet of neighborhood retail space absorption over two phases.

	Phase I	Phase II	Total
Apartment Units	465	433	898
Retail Square Feet	6,686	16,908	23,594
Parking Garage Spaces	980	1,034	2,014
Construction Start	2026	2029	
Construction Completion	24 months	24-months	

The Project is within Town Square's geographically targeted economic development area and is eligible for Tax Increment Financing ("TIF") from The Boynton Beach Community Redevelopment Agency ("CRA"). The CRA captures

the increase in property taxes resulting from new development and diverts that revenue to subsidize that development.

After completing the gap financing provided by the CRA program in 2043, the Project will produce an annual fiscal surplus of $3.07 million. By 2047, the budgetary impact surplus on the City will be $3.217.

Table 1
Summary of Fiscal Impacts
Boynton Beach Town Square **$ in Thousands**
Net Fiscal Impacts for Selected Years

Year	Assessed Values	Ad Valorem	Ad Valorem Transferred to BBCRA	Total Operating Revenue	Total Operating Expenditure	Net Fiscal Impact
2028	$ 198,088	$ 1,555	$ (1,364)	$ 658	$ 703	$ (45)
2032	$ 403,389	$ 3,167	$ (2,895)	$ 1,174	$ 1,361	$ (187)
2037	$ 423,966	$ 3,328	$ (3,048)	$ 1,182	$ 1,361	$ (179)
2042	$ 445,593	$ 3,498	$ (3,210)	$ 1,191	$ 1,361	$ (171)
2047	$ 468,322	$ 3,676	$ -	$ 4,579	$ 1,361	$ 3,217
2052	$ 492,211	$ 3,864	$ -	$ 4,766	$ 1,361	$ 3,405
2057	$ 517,319	$ 4,061	$ -	$ 4,963	$ 1,361	$ 3,602
2062	$ 543,708	$ 4,268	$ -	$ 5,171	$ 1,361	$ 3,809

Table 2
Summary of Fiscal Impacts
Boynton Beach Town Square **$ in Thousands**
Cumulative Net Fiscal Impacts

Year	Cumulative Fiscal Impact	Interest Rate	Years	Present Values
2032	$ (509)	5.0%	5	$ (423)
2037	$ (1,422)	5.0%	10	$ (786)
2042	$ (2,292)	5.0%	15	$ (1,041)
2047	$ 13,434	5.0%	20	$ 1,807
2052	$ 30,079	5.0%	25	$ 3,679
2057	$ 47,691	5.0%	30	$ 4,909
2062	$ 66,318	5.0%	35	$ 5,716

Table 2 shows that the operating surplus will be $13.4 million cumulatively by 2047 and grow to $66 million by 2062. By 2062, the present value at 5% interest of the net fiscal impact is estimated at $5.7 million.

2.0 Methodology

2.1 Overview

The Client requested the submission of a fiscal impact report quantifying the costs and revenue impacts on the City's budget from the proposal to construct the mixed-use project consisting of 898 apartments and 23,594 square feet of retail space on the +/- 9.67 acres located in Boynton Beach, Florida.

The fiscal impact study is a set of statistical data and information based on new developments in a jurisdiction. Its purpose is to legally justify to the City of Boynton Beach the ability to provide capital improvement, mill levy increases, and impact fees. The Fiscal Impact Analysis encompasses multiple methods to demonstrate that the Project will pay the total costs of all public facilities and services required to support it.

The Client has requested a study to support any amendment or change to their subdivision regulations. Fiscal impact analysis connects planning and local economics by estimating the public costs and revenues from land use change. This type of analysis is required to determine the total costs of all public facilities and services needed to support the development and meet the level of service standards adopted by the City of Boynton Beach.

To accomplish consistency in the analysis, FLS complies with the guide standards prepared for Sarasota County by AECOM (Architecture, Engineering, Construction, Operations, and Management) to support permitting for the Project. Our study is conducted according to AECOM's 2015 report. AECOM outlines several fiscal impact analysis methodologies, including the per capita approach.[1] AECOM notes that the per capita methodology is the most used type of analysis. The per capita approach estimates the cost of providing services per unit. The unit varies depending on how the services are used and can include per person, per employee, and per visitor. Similarly, most City revenues are appropriately estimated per capita, again depending upon the revenues generated.

FLS uses all these factors depending on the expenditure or revenue category involved. For example, law enforcement and public safety are provided to all residents, visitors, and employees. FLS measures residents, visitors, and employees on a full-time equivalent ("FTE") basis. However, not all expenditures or revenues are generated by residents, visitors, and employees. State revenue-sharing funds are provided through a population-based formula, so for this revenue item, FLS only uses population. FLS's per capita method application for revenues and expenditures is consistent with AECOM.

[1] AECOM (2015), page 2.

FLS uses all categories of revenue and expenditures included in the City of Boynton Beach budget (but not all fund types, as discussed below). The FY2022 actual report to the State includes 61 revenue line items and 59 expenditure categories. Not all revenues and expenditures relate to the fund types included in our analysis. As discussed above, except for ad valorem tax revenues, each revenue and expenditure category is included and analyzed using the modified per capita approach. It is impractical to discuss each category. However, FLS has included our fiscal impact analysis model in Excel with this report to provide a complete and detailed submission of our calculations.

Ad valorem revenues are calculated directly based on the development program and product valuation and do not include any estimates for homestead exemptions. All other revenues are estimated via the per capita unit approach, with the unit varying as required.

Capital impacts are measured by the formulae for impact fees. The City of Boynton Beach has impact fees for city parks and recreation facilities. In addition, the Project pays impact fees to Palm Beach County.

2.2 Operating Revenues

Except for ad valorem revenues, discussed in more detail below, operating revenues were calculated using the modified per capita method based on the City's actual for FY2022 as reported to the State of Florida, Division of Banking. Consistent with the AECOM parameters, FLS included the following fund types: (a) general fund, (b) special revenue fund, and (c) permanent fund. FLS excluded the following fund types: (a) debt service fund, (b) capital projects fund, (c) enterprise fund, (d) internal service fund, (e) fiduciary funds, and (f) revolving and clearing funds (See Appendix A).

The debt service fund relates to prior commitments and is not directly impacted by future growth or the Project. While the Project will contribute to this fund, its impact is negligible. The Project's impact on capital funds is calculated separately, so this fund is excluded to avoid double counting. The enterprise fund is also excluded because enterprise funds are designed to be self-funding.

Ad valorem taxes generated by the Project are a function of (a) the development program for the Project, (b) its projected valuation and absorption, and (c) the City's adopted millage rates for general revenue totaling 7.85 mills. Concerning timing, FLS takes a stricter and more conservative approach than AECOM. FLS recognizes a 3-year lag between the time apartment units are permitted and consuming services and the time that property is included in the tax roll and paying ad valorem taxes.

2.3 Operating Expenses

The modified per capita approach correctly calculates operating expenses by fund type. As noted above, the per capita units are carefully tailored to the kind of expenditure. We have included impacts from residents and employees measured on an FTE basis and included FTE visitors who also consume these services.

2.5 Capital Revenues / Expenditures

Boynton Beach has city parks and recreation facilities impact fees, which are required for the Project for $534,310. The Developer has agreed to provide (a) 473 public parking spaces and (b) a workforce housing contribution of $34.3 million.

3.0 Development Program

The fiscal impact analysis is based exclusively on the projected development of the Project's apartments and retail space. As per Table 3, the Project is absorbed in two phases with a property value of more than $451.5 million.
The development program, absorption, is provided in detail in Table 4.

Table 3
Boynton Beach Town Square
Property Valuation

Category	Building Type	Target Audience	Units	Average Property Value Per Unit	Average Property Value Per Category
Apartments Phase I- South	Multi-Family 8 Stories	Market Rate Rental	465	$ 492,534	$ 229,028,453
Apartments Phase II- North	Multi-Family 8 Stories	Market Rate Rental	433	$ 500,000	216,500,137
Total Apartments			898		$ 445,528,590

Category	Building Type	Target Audience	Square Feet	Average Property Value Per SF	Average Property Value Per Category
Retail Phase I -South	Neighborhood Retail	Local Market	6,686	$ 256	1,708,390
Retail Phase II-North	Neighborhood Retail	Local Market	16,908	$ 255	4,305,222
Total Retail			23,594		6,013,612
Total Boynton Beach Town Square					**$ 451,542,202**

Table 4 Boynton Beach Town Square Development Scenario							
Real Estate on Tax Roll	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
Apartments Phase I- South	-	-	465	-	-	-	465
Apartments Phase II- North	-	-	-	-	-	433	433
Total Units	-	-	465	-	-	433	898
Retail Phase I -South	-	-	6,686	-	-	-	6,686
Retail Phase II-North	-	-	-	-	-	16,908	16,908
Total Square Feet	-	-	6,686	-	-	16,908	23,594
Permits for Construction	**2026**	**2027**	**2028**	**2029**	**2030**		**Total**
Apartments Phase I- South	465	-	-	-	-	-	465
Apartments Phase II- North	-	-	-	433	-	-	433
Total Units	465	-	-	433	-	-	898
Retail Phase I -South	6,686	-	-	-	-	-	6,686
Retail Phase II-North	-	-	-	16,908	-	-	16,908
Total Square Feet	6,686	-	-	16,908	-	-	23,594

4.0 Fiscal Impact Operating Revenues and Expenses – Tables 5,6,7,8 &9

Using the methodology described in Section 2, the budgetary effects of the Project on the City's operating budget are summarized below in Table 5. The Project in 2028 produces a fiscal deficit of $45,194 net of transfers to Boynton Beach CRA when its value is included in the City's taxable value base determined by the property appraiser. Transfers to the CRA end in 2042, and starting in 2043, the City will incur a net fiscal impact surplus of $3.07 million. By 2047, the net budgetary impact will be $ 3.217 million, and the cumulative net fiscal impact will be nearly $13.4 million.

Table 5 Boynton Beach Town Square Fiscal Impact - Operating Revenue and Expenditures							
Year	**Assessed Value**	**Ad Valorem**	**Ad Valorem Transferred to BBCRA**	**Total Operating Revenue**	**Total Operating Expenditure**	**Net Fiscal Impact**	**Cumulative Net Fiscal Impact**
2028	198,087,580	1,554,988	(1,363,801)	657,949	703,142	(45,194)	(45,194)
2032	403,389,083	3,166,604	(2,894,837)	1,174,198	1,361,459	(187,261)	(509,330)
2037	423,965,981	3,328,133	(3,048,289)	1,182,275	1,361,459	(179,184)	(1,421,565)
2042	445,592,507	3,497,901	(3,209,569)	1,190,763	1,361,459	(170,696)	(2,292,190)
2047	468,322,203	3,676,329	-	4,578,760	1,361,459	3,217,301	13,433,910
2052	492,211,342	3,863,859	-	4,766,290	1,361,459	3,404,831	30,079,274
2057	517,319,067	4,060,955	-	4,963,385	1,361,459	3,601,927	47,690,794
2062	543,707,539	4,268,104	-	5,170,535	1,361,459	3,809,076	66,317,754

Table 6 displays the increase in taxable value generated by the Project, which is presented from 2028 and at 5-year intervals from 2032 to 2062. The taxable value rises from almost $198 million in 2028 to more than $543.7 million by 2062.

Table 6
Boynton Beach Town Square
Taxable Property Values

	2028	2032	2037	2042	2047	2052	2057	2062
Residential								
Apartments Phase I- South	196,620,927	204,604,525	215,041,412	226,010,686	237,539,502	249,656,404	262,391,390	275,775,988
Apartments Phase II- North	-	193,412,246	203,278,215	213,647,447	224,545,614	235,999,697	248,038,053	260,690,487
Total Taxable Value -Residential	196,620,927	398,016,772	418,319,627	439,658,132	462,085,116	485,656,101	510,429,443	536,466,474
Retail								
Retail Phase I -South	1,466,652	1,526,204	1,604,056	1,685,879	1,771,876	1,862,259	1,957,253	2,057,093
Retail Phase II-North	-	3,846,107	4,042,297	4,248,495	4,465,211	4,692,982	4,932,371	5,183,972
Total Taxable Value -Retail	1,466,652	5,372,312	5,646,354	5,934,374	6,237,087	6,555,241	6,889,624	7,241,065
Total Taxable Value	198,087,580	403,389,083	423,965,981	445,592,507	468,322,203	492,211,342	517,319,067	543,707,539
Years	1	5	10	15	20	25	30	35

Table 7, shown below, presents the critical assumptions employed in calculating the taxable values shown previously and the factors impacting budgetary revenues and expenditures.

The fiscal projects are in 2024 dollars and assume inflation at zero.

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Using Census On-the-Map data indicates that 3,682 City residents also work there. Since we include all employees, FLS uses a weighted resident-employees factor of 0.7626 to avoid double counting. Non-working residents have a weighted average of 1.0 FTE. Seasonal residents are at 0.3462, reflecting seasonal demands on County services.

Persons per household and total households are from Florida Population Studies. The estimate for persons per household in multifamily apartments is 2.44.

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The estimated number of jobs the Project will generate is 61 for the retail and 6 for the apartments. Based on the assumption in Table 7, the job estimate uses the Institute of Transportation Engineers data.

The annual growth of nonresidential property values is assumed to be one percent, and the annual growth rate of residential property values is considered one percent.

Property valuations are equal to the cost of the property.

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Table 7
Boynton Beach Town Square
Fiscal Impact Assumptions

Real Estate Taxes

Taxable values are shown in the year following Construction Completion

Taxable Assessment Ratio	85%	
Homestead Exemption	$0	
Taxable Assessment		
Millage		
Gerneral Revenue	7.8500	Mills
Total	7.8500	Mills

Population & Employment

	Amount	Equivalent Factor	Full-Time Equivalent	Full-Time Equivalent
Population-Working Residents	34,386	76.26%	26,221	34%
Population-Non-Working Residents	47,822	100.00%	47,822	62%
Population- Seasonal	7,914	34.62%	2,739	4%
Total Population (peak season)	90,122		76,783	100%
Population (total)	82,208			
Employment (total)	29,627	12.40%	3,674	
Persons per Household - Multifamily	2.44			
Total Households	32,360			
Total Housing Units	36,220			
Avg Length of Stay-Seasonal (in weeks)	18			

Employment Assumptions	Project	
Neighborhood Retail	61	(1 employee per 383 SF of Retail)
Apartments	6	(60% employee per 100 Apartments)

Property Valuation

Properties	Average Value	
Apartments Phase I- South	$492,534	Per Unit
Apartments Phase II- North	$500,000	Per Unit
Retail Phase I -South	$256	Per SF
Retail Phase II-North	$255	Per SF
Annual growth rate of Residential Property Value	1%	Starting 2028
Annual growth rate of Non-Residential Property Value	1%	Starting 2028

Table 8 summarizes the results of the fiscal analysis for the City's operating budget. The summary analysis covers 2028 to 2031 and 5-year intervals from 2032 to 2062.

Table 8
Boynton Beach Town Square
Development Impact Summary

	2028	2029	2030	2031	2032	2037	2042	2047	2052	2057	2062
Residential Units	465	465	465	898	898	898	898	898	898	898	898
Resident Households	366	366	366	706	706	706	706	706	706	706	706
Population											
Peak Population	702	702	702	1,356	1,356	1,356	1,356	1,356	1,356	1,356	1,356
Resident Population	605	605	605	1,168	1,168	1,168	1,168	1,168	1,168	1,168	1,168
Seasonal Population	98	98	98	188	188	188	188	188	188	188	188
Employment											
Retail	17	17	17	61	61	61	61	61	61	61	61
Residential	3	3	3	6	6	6	6	6	6	6	6
Total Employees	20	20	20	67	67	67	67	67	67	67	67
Full-Time Equivalent Residents	545	545	545	1,052	1,052	1,052	1,052	1,052	1,052	1,052	1,052
Full-Time Equivalent Employee	2	2	2	8	8	8	8	8	8	8	8
Full-Time Equivalent Visitors											

	2028	2029	2030	2031	2032	2037	2042	2047	2052	2057	2062
Boynton Beach											
Total Operating Revenues	657,949	658,726	659,511	1,172,630	1,174,198	1,182,275	1,190,763	4,578,760	4,766,290	4,963,385	5,170,535
Total Operating Expenditures	703,142	703,142	703,142	1,361,459	1,361,459	1,361,459	1,361,459	1,361,459	1,361,459	1,361,459	1,361,459
Net Fiscal Impact	(45,194)	(44,416)	(43,631)	(188,828)	(187,261)	(179,184)	(170,696)	3,217,301	3,404,831	3,601,927	3,809,076
Years	1	2	3	4	5	10	15	20	25	30	35

	2032	2037	2042	2047	2052
	5 Years	10 Years	15 Years	20 Years	25 Years
Net Present Value of Operating Impact	(423,092)	(785,985)	(1,040,944)	1,807,116	3,678,938

Operating Impact at 5% Interest	2026	2029	Total
Total Impact Fee Capital Revenue	276,675	257,635	534,310

Fiscal Impact Detail Operating Revenue and Expenditures (Table 9) is from 2028 and at 5-year intervals from 2032 to 2062

Table 9
Boynton Beach Town Square
Fiscal Impact Detail Operating Revenue and Expenses

	2028	2032	2037	2042	2047	2052	2057	2062
REVENUES								
Ad Valorem Taxes	1,554,988	3,166,604	3,328,133	3,497,901	3,676,329	3,863,859	4,060,955	4,268,104
Ad Valorem Transferred to BBCRA	(1,363,801)	(2,894,837)	(3,048,289)	(3,209,569)				
Local Business Tax (Formerly Local Occupational License Tax - 321.000)	9,388	18,130	**18,130**	18,130	18,130	**18,130**	18,130	18,130
Building Permits (Building Permit Fees)	29,102	56,202	**56,202**	56,202	56,202	**56,202**	56,202	56,202
Franchise Fee -Electricity	32,204	62,191	**62,191**	62,191	62,191	**62,191**	62,191	62,191
Franchise Fee -Gas	131	254	**254**	254	254	**254**	254	254
Impact Fees Residential Culture - Culture/Recreation	647	1,249	**1,249**	1,249	1,249	**1,249**	1,249	1,249
Special Assessments Charges For Public -Charges For Public Services	31,777	61,571	**61,571**	61,571	61,571	**61,571**	61,571	61,571
Other Permits Fees And Special -Other Permits, Fees And Special Assessments	3,457	6,677	**6,677**	6,677	6,677	**6,677**	6,677	6,677
Federal Grant General -General Government	24,901	48,089	**48,089**	48,089	48,089	**48,089**	48,089	48,089
Federal Grant Water Supply -Water Supply System	900	1,739	**1,739**	1,739	1,739	**1,739**	1,739	1,739
Federal Grant Electric Supply -Electric Supply System	151	292	**292**	292	292	**292**	292	292
Federal Grant Gas Supply -Gas Supply System	3,872	7,478	**7,478**	7,478	7,478	**7,478**	7,478	7,478
Other Federal -Other Federal Grants	563	1,086	**1,086**	1,086	1,086	**1,086**	1,086	1,086
Other Financial Assistance Federal -Federal Source	-	-	-	-	-	-	-	-
State Grant General -General Government	52	100	**100**	100	100	**100**	100	100
State Grant Public -Public Safety	688	1,328	**1,328**	1,328	1,328	**1,328**	1,328	1,328
State Grant Economic -Economic Environment	436	843	**843**	843	843	**843**	843	843
State Grant Culture -Culture/Recreation	220	426	**426**	426	426	**426**	426	426
State Revenue Sharing Mobile Home -Mobile Home Licenses	275	532	**532**	532	532	**532**	532	532
State Revenue Sharing Alcoholic Beverage - Alcoholic Beverage Licenses	245	474	**474**	474	474	**474**	474	474
State Revenue Sharing Local Government Half Cent Sales Tax -Local Government Half-Cent Sales Tax Program	36,594	70,906	**70,906**	70,906	70,906	**70,906**	70,906	70,906
State Revenue Sharing Other General -Other General Government	304	589	**589**	589	589	**589**	589	589
State Revenue Sharing Other Public -Other Public Safety	373	723	**723**	723	723	**723**	723	723
State Revenue Sharing -Other	9,254	17,931	**17,931**	17,931	17,931	**17,931**	17,931	17,931
Local Government Unit Grant Public -Public Safety	267	516	**516**	516	516	**516**	516	516
Local Government Unit Grant Physical -Physical Environment	447	864	**864**	864	864	**864**	864	864
Shared Revenue From Other Local -Shared Revenue From Other Local Units	1,226	2,375	**2,375**	2,375	2,375	**2,375**	2,375	2,375
Payments From Other Local Units In Lieu Of - Payments From Other Local Units In Lieu Of Taxes	850	1,648	**1,648**	1,648	1,648	**1,648**	1,648	1,648
Other General Government Charges And -Other General Government Charges And Fees	4,366	8,460	**8,460**	8,460	8,460	**8,460**	8,460	8,460
Service Charge Law Enforcement -Law Enforcement Services	5,917	11,464	**11,464**	11,464	11,464	**11,464**	11,464	11,464
Service Charge Fire -Fire Protection	18,694	36,222	**36,222**	36,222	36,222	**36,222**	36,222	36,222
Service Charge Housing For -Housing For Prisoners	19,399	37,587	**37,587**	37,587	37,587	**37,587**	37,587	37,587
Service Charge Emergency Management Service Fees -Emergency Management Service Fees/Charges	13	25	**25**	25	25	**25**	25	25
Service Charge Protective Inspection -Protective Inspection Fees	216	418	**418**	418	418	**418**	418	418
Service Charge Water -Water Utility	-	-	-	-	-	-	-	-
Service Charge -Cemetery	428	829	**829**	829	829	**829**	829	829
Service Charge Other Physical Environment -Other Physical Environment Charges	62	120	**120**	120	120	**120**	120	120
Service Charge Parks And -Parks And Recreation	14,852	28,777	**28,777**	28,777	28,777	**28,777**	28,777	28,777
Fines Local Ordinance -Local Ordinance Violation	2,057	3,986	**3,986**	3,986	3,986	**3,986**	3,986	3,986
Other Judgments Fines And -Other Judgments, Fines And Forfeits	-	-	-	-	-	-	-	-
-Interest	12,897	24,989	**24,989**	24,989	24,989	**24,989**	24,989	24,989
Gain Or Loss On Sale Of -Gain Or Loss On Sale Of Investments	1,614	3,116	**3,116**	3,116	3,116	**3,116**	3,116	3,116
Rents And -Rents And Royalties	-	-	-	-	-	-	-	-
Disposition Of Fixed -Disposition Of Fixed Assets	4,294	8,293	**8,293**	8,293	8,293	**8,293**	8,293	8,293
Pension Fund -Pension Fund Contributions	1,405	2,714	2,714	2,714	2,714	2,714	2,714	2,714
Inter Fund Group Transfers -Inter-Fund Group Transfers In	21,215	40,970	40,970	40,970	40,970	40,970	40,970	40,970
Installment Purchases And Capital Lease - Installment Purchases And Capital Lease Proceeds	132,917	256,687	256,687	256,687	256,687	256,687	256,687	256,687
Debt -Debt Proceeds	-	-	-	-	-	-	-	-
Proprietary Capital Contributions From Private - Capital Contributions From Private Source	38,092	73,562	73,562	73,562	73,562	73,562	73,562	73,562
Total Revenues	**657,949**	**1,174,198**	**1,182,275**	**1,190,763**	**4,578,760**	**4,766,290**	**4,963,385**	**5,170,535**

Table 9 Continued

Boynton Beach Town Square

Fiscal Impact Detail Operating Revenue and Expenses

	2,028	2,032	2,037	2,042	2,047	2,052	2,057	2,062
EXPENDITURES & NET FISCAL IMPACT								
Legislative	1,115	2,160	**2,160**	2,160	2,160	**2,160**	2,160	2,160
Executive	375	727	**727**	727	727	**727**	727	727
Executive	15,450	29,935	**29,935**	29,935	29,935	**29,935**	29,935	29,935
Executive	14,956	28,979	**28,979**	28,979	28,979	**28,979**	28,979	28,979
Financial And Administrative	20,257	39,251	**39,251**	39,251	39,251	**39,251**	39,251	39,251
Financial And Administrative	17,080	33,095	**33,095**	33,095	33,095	**33,095**	33,095	33,095
Financial And Administrative	8,070	15,637	**15,637**	15,637	15,637	**15,637**	15,637	15,637
Legal Counsel	10	20	**20**	20	20	**20**	20	20
Legal Counsel	664	1,286	**1,286**	1,286	1,286	**1,286**	1,286	1,286
Comprehensive Planning	2,406	4,661	**4,661**	4,661	4,661	**4,661**	4,661	4,661
Comprehensive Planning	3,264	6,324	**6,324**	6,324	6,324	**6,324**	6,324	6,324
Comprehensive Planning	668	1,294	**1,294**	1,294	1,294	**1,294**	1,294	1,294
Debt Service Payments	55	106	**106**	106	106	**106**	106	106
Other General Governmental Services	5,093	9,868	**9,868**	9,868	9,868	**9,868**	9,868	9,868
Other General Governmental Services	25,970	50,321	**50,321**	50,321	50,321	**50,321**	50,321	50,321
Other General Governmental Services	29,727	57,599	**57,599**	57,599	57,599	**57,599**	57,599	57,599
Law Enforcement	154,357	299,085	**299,085**	299,085	299,085	**299,085**	299,085	299,085
Law Enforcement	31,844	61,701	**61,701**	61,701	61,701	**61,701**	61,701	61,701
Law Enforcement	922	1,786	**1,786**	1,786	1,786	**1,786**	1,786	1,786
Fire Control	3,166	6,135	**6,135**	6,135	6,135	**6,135**	6,135	6,135
Fire Control	119,851	232,225	**232,225**	232,225	232,225	**232,225**	232,225	232,225
Fire Control	12,996	25,180	**25,180**	25,180	25,180	**25,180**	25,180	25,180
Protective Inspections	168	326	**326**	326	326	**326**	326	326
Protective Inspections	15,456	29,947	**29,947**	29,947	29,947	**29,947**	29,947	29,947
Protective Inspections	3,567	6,912	**6,912**	6,912	6,912	**6,912**	6,912	6,912
Protective Inspections	147	285	**285**	285	285	**285**	285	285
Garbage/Solid Waste Control Services	1,489	2,885	**2,885**	2,885	2,885	**2,885**	2,885	2,885
Other Physical Environment	641	1,243	**1,243**	1,243	1,243	**1,243**	1,243	1,243
Road And Street Facilities	927	1,795	**1,795**	1,795	1,795	**1,795**	1,795	1,795
Road And Street Facilities	1,869	3,622	**3,622**	3,622	3,622	**3,622**	3,622	3,622
Road And Street Facilities	4,516	8,750	**8,750**	8,750	8,750	**8,750**	8,750	8,750
Industry Development	11	22	**22**	22	22	**22**	22	22
Housing And Urban Development	2,598	5,016	**5,016**	5,016	5,016	**5,016**	5,016	5,016
Housing And Urban Development	1,959	3,784	**3,784**	3,784	3,784	**3,784**	3,784	3,784
Other Economic Environment	22	43	**43**	43	43	**43**	43	43
Other Economic Environment	3,669	7,085	**7,085**	7,085	7,085	**7,085**	7,085	7,085
Libraries	6,283	12,134	**12,134**	12,134	12,134	**12,134**	12,134	12,134
Libraries	13,109	25,400	**25,400**	25,400	25,400	**25,400**	25,400	25,400
Libraries	2,470	4,785	**4,785**	4,785	4,785	**4,785**	4,785	4,785
Parks And Recreation	504	977	**977**	977	977	**977**	977	977
Parks And Recreation	20,209	39,156	**39,156**	39,156	39,156	**39,156**	39,156	39,156
Parks And Recreation	17,502	33,912	**33,912**	33,912	33,912	**33,912**	33,912	33,912
Parks And Recreation	2,126	4,119	**4,119**	4,119	4,119	**4,119**	4,119	4,119
Other Culture/Recreation	613	1,187	**1,187**	1,187	1,187	**1,187**	1,187	1,187
Other Culture/Recreation	252	489	**489**	489	489	**489**	489	489
Interfund Group Transfers Out	169	327	**327**	327	327	**327**	327	327
Other Non-Operating Disbursements	134,571	259,882	**259,882**	259,882	259,882	**259,882**	259,882	259,882
Total Expenditures	703,142	1,361,459	1,361,459	1,361,459	1,361,459	1,361,459	1,361,459	1,361,459
Net Fiscal Impact	(45,194)	(187,261)	(179,184)	(170,696)	3,217,301	3,404,831	3,601,927	3,809,076
Cumulative Net Fiscal Impact	(45,194)	(509,330)	(1,421,565)	(2,292,190)	13,433,910	30,079,274	47,690,794	66,317,754

5.0 Fiscal Impact Capital Revenues and Capital Expenses – Tables 10

The Project will incur $534,310 for Boynton Beach city parks and recreation facilities that impact fee requirements. In addition, the Developer has agreed to provide (a) 473 public parking spaces at an estimated value of $63,045/space for a total of $29.82 million and (b) $4.484 million in workforce housing contribution. The total Developer's contribution will be $34.305 million.

Table 10
Boynton Beach Town Square
Fiscal Impact - Capital Revenue

			2026	2027	2028	2029	2030	Total
Capital Revenues								
City Parks and Recreation Facilities Impact fees			$ 276,675	$ -	$ -	$ 257,635	$ -	$ 534,310
Total Capital Revenue			$ 276,675	$ -	$ -	$ 257,635	$ -	$ 534,310

DEVELOPER'S CONTRIBUTION

	Number of Parking Space	Cost /Parking Space	2026	2027	2028	2029	2030	Total
Public Parking Spaces								
Public Parking Spaces Phase 1 South Building	224	$ 63,045			$ 14,122,114			$ 14,122,114
Public Parking Spaces Phase 2 North Building	249	$ 63,045					15,698,243	15,698,243
Subtotal		..	$ -	$ -	$ 14,122,114	$ -	$ 15,698,243	$ 29,820,357
Work Force Housing								
Work Force Housing Phase I South Buiding					$ 2,242,360			$ 2,242,360
Work Force Housing Phase II North Buiding							2,242,360	2,242,360
Subtotal			$ -	$ -	$ 2,242,360	$ -	$ 2,242,360	$ 4,484,720
Total Developer's Contribution	473		$ -	$ -	$ 30,486,588	$ -	$ 33,638,846	$ 34,305,077

IMPORTANT NOTICE CONCERNING "FISCAL IMPACT ANALYSIS REPORT"

1. Fiscal Impact Analysis Report ("FIAR")

Certain portions of the FIAR have various sections of the analysis that contain forecasted financial performance based upon several current and projected market conditions. These conditions are subject to numerous risks and uncertainties that cannot be determined now. Each section of the FIAR contains forecasted data. While presented with numerical specificity, projected information of the type furnished above is based on estimates and assumptions that are inherently subject to significant economic and competitive uncertainties and contingencies, which are difficult to predict, many of which are beyond the FLS's control. Accordingly, there can be no assurance that such estimates and assumptions will be accurate, and the actual results may be significantly higher or lower than those set forth.

2. Actual Results May Differ from FIAR

Due to various risks and uncertainties, actual results may differ from those projected in the FIAR. Accordingly, the FIAR is meant only to serve as a guide and is not intended to be relied upon as to the reasonableness of the underlying facts or assumptions. This FIAR does not contain and is not to be construed as legal, business, investment, or tax advice.

3. The Fishkind Litigation Services Inc. (FLS) Has No Duty to Update FIAR

The FIAR is current only as of June 2024. Following the delivery of this report, FLS expectations of results may change. FLS may come to believe that the FIAR is no longer accurate. FLS shall not have any obligation to update any corrections or revisions to the FIAR contained herein, even if the FLS believes the forward-looking analysis is no longer accurate. FLS does not intend to update or otherwise revise the FIAR to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even if any or all the assumptions underlying the projections are shown to be in error. FLS assumes no responsibility for the accuracy or validity of the FIAR.

Appendix A
Fund Groups and Fund Types

Category	Fund Group	Fund Types	Title	Description
Governmental	001	001	General Fund	To account for all financial resources not accounted for and reported in another fund.
	050	051-099	Permanent Funds	To account for resources restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs – that is, for the benefit of the government or its citizens.
	100	101-199	Special Revenue Funds	To account for the proceeds of specific revenue sources restricted or committed to expenditure for purposes other than debt service or capital projects.
	200	201-299	Debt Service Funds	To account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
	300	301-399	Capital Projects Funds	To account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays.
Proprietary	400	401-499	Enterprise Funds	To account for operations (a) that are financed and operated like private business enterprises--where the governing body intends that the costs (expenses, including depreciation) of providing goods or services to the general public continue to be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

Category	Fund Group	Fund Types	Title	Description
Proprietary	500	501-599	Internal Service Funds	To account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit or other governmental units on a cost- cost-reimbursement basis.
Fiduciary	600	601-649	Custodial Funds	To account for assets held by a government in a purely custodial capacity.
	650	651-699	Pension Trust Funds	To account for assets of defined pension plans, defined contribution plans, other post-employment benefit plans, other employee benefit plans, or other employee benefit plans held by a government in a trustee capacity.
	700	701-749	Investment Trust Funds	To account for the external portion of investment pools (including individual investment accounts) reported by the sponsoring government.
	750	751-799	Private Purpose Trust Funds	To account for trust arrangements, including escheat property, where principal and income benefit individuals, private organizations, or other governments.
Revolving & Clearing	800	801-899	Revolving Funds / Clearing Funds	These accounts are set up to receive and disburse monies for other funds. They are not actual funds in the sense of being an accounting entity and would not appear separately in the financial statements. Any assets or liabilities remaining in a clearing account at the balance sheet date will be reported on the fund's financial statements serviced by the clearing fund (general, particular revenue, etc.).






Multi-Family Submarket Report

Boynton Beach

Palm Beach - FL USA

EXHIBIT 3

PREPARED BY

FISHKIND LITIGATION SERVICES

Hank Fishkind

CoStar™

MULTI-FAMILY SUBMARKET REPORT

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Overview

12 Mo Delivered Units	12 Mo Absorption Units	Vacancy Rate	12 Mo Asking Rent Growth
180	322	6.4%	0.4%

Boynton Beach is located between Delray Beach to the South and West Palm Beach to the North and is home to the City of Boynton Beach. The submarket has a minor office presence that caters to healthcare, education, and financial services companies. Moreover, US 1 and I 95 to the east and South Military Trail to the west provide access to greater South Florida. Congress Avenue, which runs along the City's center, has a concentration of restaurants and retail stores, including the Boynton Beach Mall and Boynton Town Center. This attractive location, providing proximity to various beaches along its eastern edge, is relatively affordable for renters as the submarket has the sixth lowest asking rents out of all Palm Beach submarkets at $2,220 as of the second quarter of 2024.

Boynton Beach is one of the more sizable submarkets in Palm Beach as it houses more than 14,500 multifamily units, making it the third largest apartment submarket in the market. Over 27% of existing multifamily units have been delivered since 2015, while about 50% of inventory was built before 2000. This is more or less in line with the norm for Palm Beach, with just over 27% of inventory built since 2015 and more than 50% built before 2000.

Despite slowing from levels seen in the preceding three years, annual net absorption has remained positive with 320 units absorbed. Despite this, demand has trailed supply additions since 2022, resulting in an uptick in vacancy for the submarket, now standing at 6.4%, an expansion from recent lows of 3.8% in 2021. Increased competition due to new deliveries has resulted in a moderation in annual rent growth to 0.5%, down from double-digit rent growth seen in 2021.

The bulk of new product in the market, which has delivered since 2015, has been composed of 4 & 5 Star units. This increased competition has resulted in higher vacancies for 3 to 5 Star product, with 4 & 5 Star vacancies reaching 6.3% and 3 Star vacancies at 6.9%in the second quarter of 2024 relative to 6.2% for 1 & 2 Star properties. The lack of existing affordable product within the 1 to 3 Star segments, combined with a lack of new supply for this portion of the market, has resulted in rent growth outperformance for 1 to 3 Star product in recent months.

Sales volume peaked in 2021 but has since slowed, with annual volume totaling just $50.5 million, in line with pre-pandemic levels. One transaction drove most activity since 2023; this involved the sale of the Manor Lantana for around $138 million, or over $396k/unit. The Praedium Group acquired the 4-Star, 348-unit building from Rockpoint in June of last year. The property, which was recently delivered in 2021, traded at a premium relative to 4 & 5 Star transactions over the last two years, with an average transaction price of around $360k/unit. All other transactions in the submarket have been much smaller, trading for less than $5 million.

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Overview

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	8,596	6.3%	$2,391	$2,376	(13)	0	0
3 Star	3,443	6.9%	$2,063	$2,053	(18)	0	384
1 & 2 Star	2,575	6.2%	$1,270	$1,263	(5)	0	0
Submarket	**14,614**	**6.4%**	**$2,217**	**$2,204**	**(36)**	**0**	**384**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-1.1%	7.4%	7.8%	12.6%	2002 Q1	3.8%	2021 Q3
Absorption Units	322	289	126	1,292	2021 Q2	(279)	2016 Q1
Delivered Units	180	314	184	1,167	2018 Q3	0	2016 Q3
Demolished Units	0	5	16	49	2009 Q3	0	2024 Q1
Asking Rent Growth (YOY)	0.4%	3.2%	3.3%	26.8%	2021 Q4	-2.8%	2008 Q3
Effective Rent Growth (YOY)	0.5%	3.2%	3.2%	29.6%	2021 Q4	-2.8%	2009 Q2
Sales Volume	$165M	$130.2M	N/A	$968.9M	2021 Q4	$2.5M	2009 Q2

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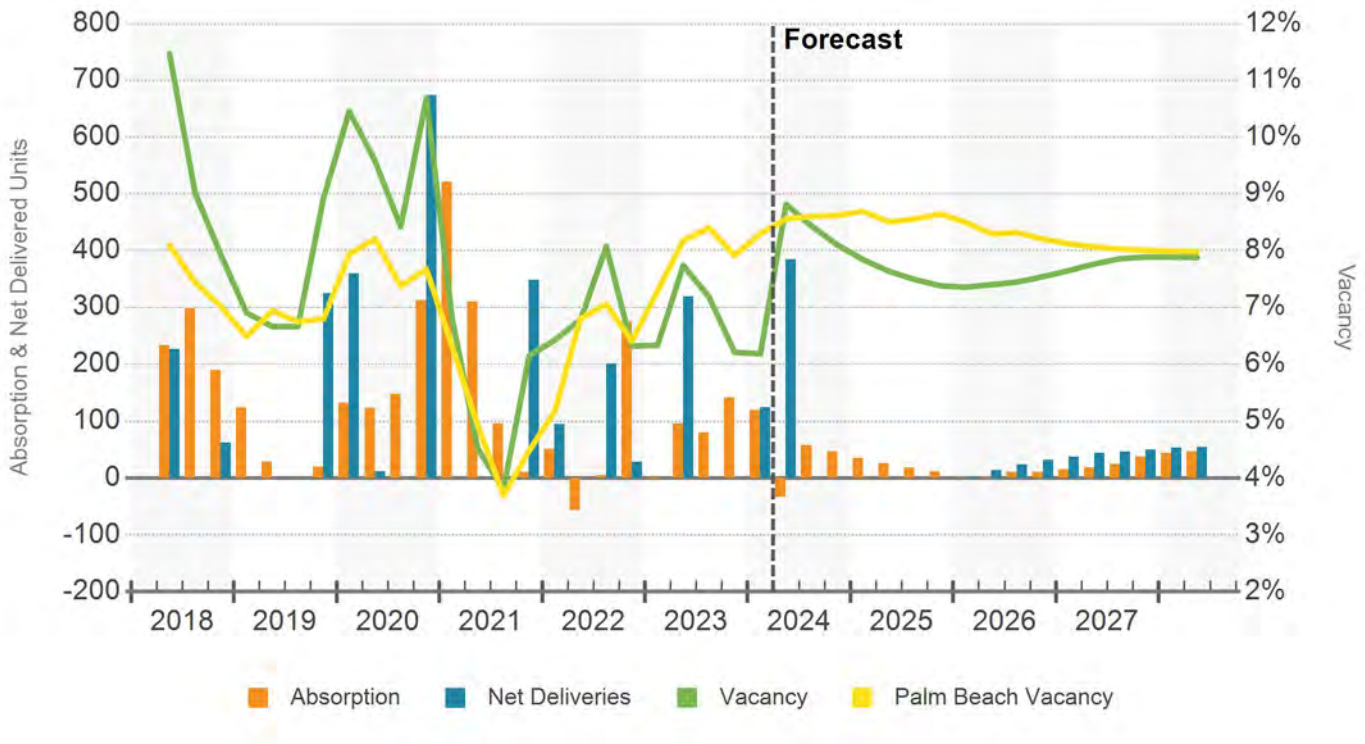
Demand has slowed from elevated levels seen in 2020 and 2021, as household formation has slowed along with job gains. Net absorption in 2022 and 2023 remained at around one-third of the levels seen in the prior two years despite additions to supply. Annual absorption totals 320 units, remaining below five-year average annual absorption of 490 units. Positive, yet below-average demand has not been enough to stem a rise in vacancies, which have expanded to 6.4% in the second quarter of 2024 from lows of 3.8% in 2021.

Despite this softening in the market, vacancies are expected to remain in line with current levels over the foreseeable future as positive net absorption meets more limited supply additions through 2024. Still, a rise in new inventory by year-end will put pressure on vacancies once again. The concentration of new supply in the 4 & 5 segment of the market will continue to put pressure on vacancies and rent gains here.

With 384 units under construction and most expected to deliver in late 2024, the submarket is facing some supply pressure, though this is down from levels seen in 2020. Supply additions will impact 3 Star and 4 & 5 Star properties, with vacancies for these slices of the submarket standing at over 7% through the near-term forecast. More affordable product within the 1 & 2 Star segment will continue to see limited availability, with vacancies remaining below 7% through 2026.

Despite a slight weakening in near-term fundamentals, Boynton Beach remains an attractive location that is relatively affordable for renters. The recent development of retail properties near Lantana in the northern area of the submarket helped drive further renter demand, specifically for the high concentration of multifamily assets built in the area over the last couple of years. The evolution of neighborhoods East of I 95, which hold the largest share of existing and newly built apartments since 2015, will remain essential for the continued performance of the submarket.

ABSORPTION, NET DELIVERIES & VACANCY



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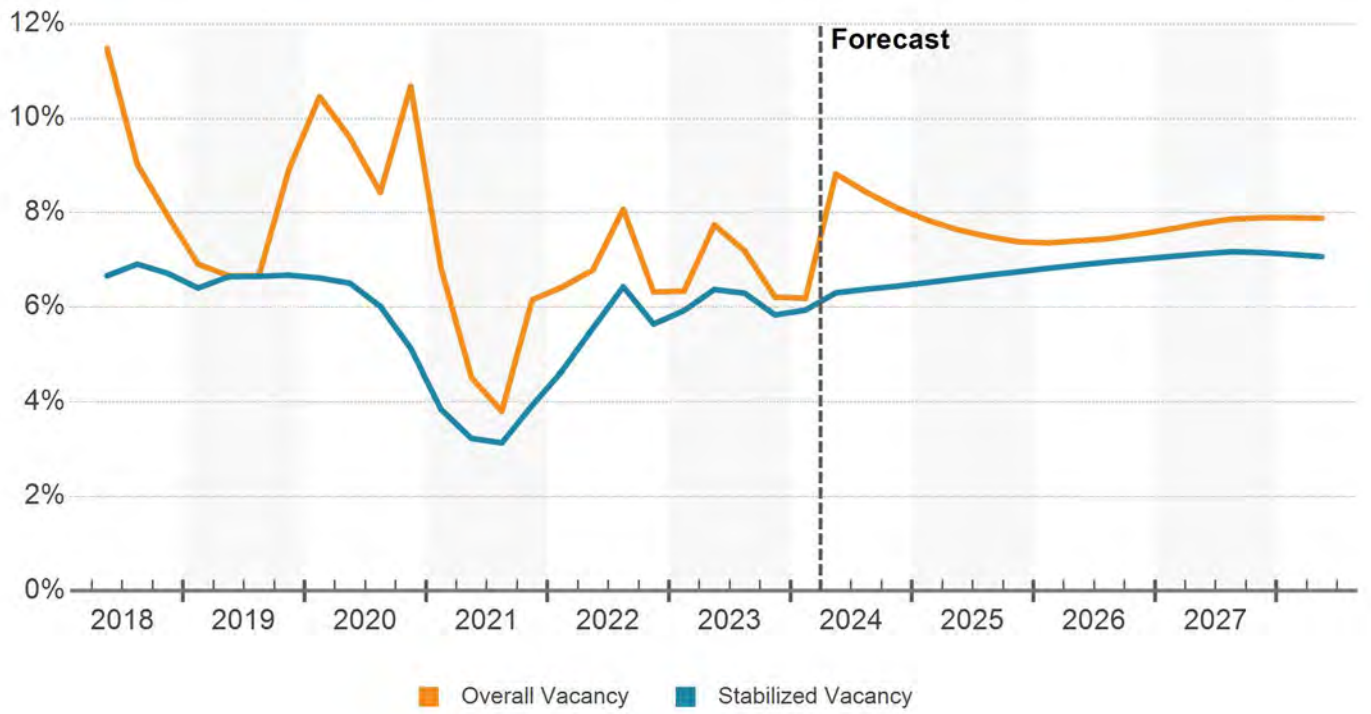
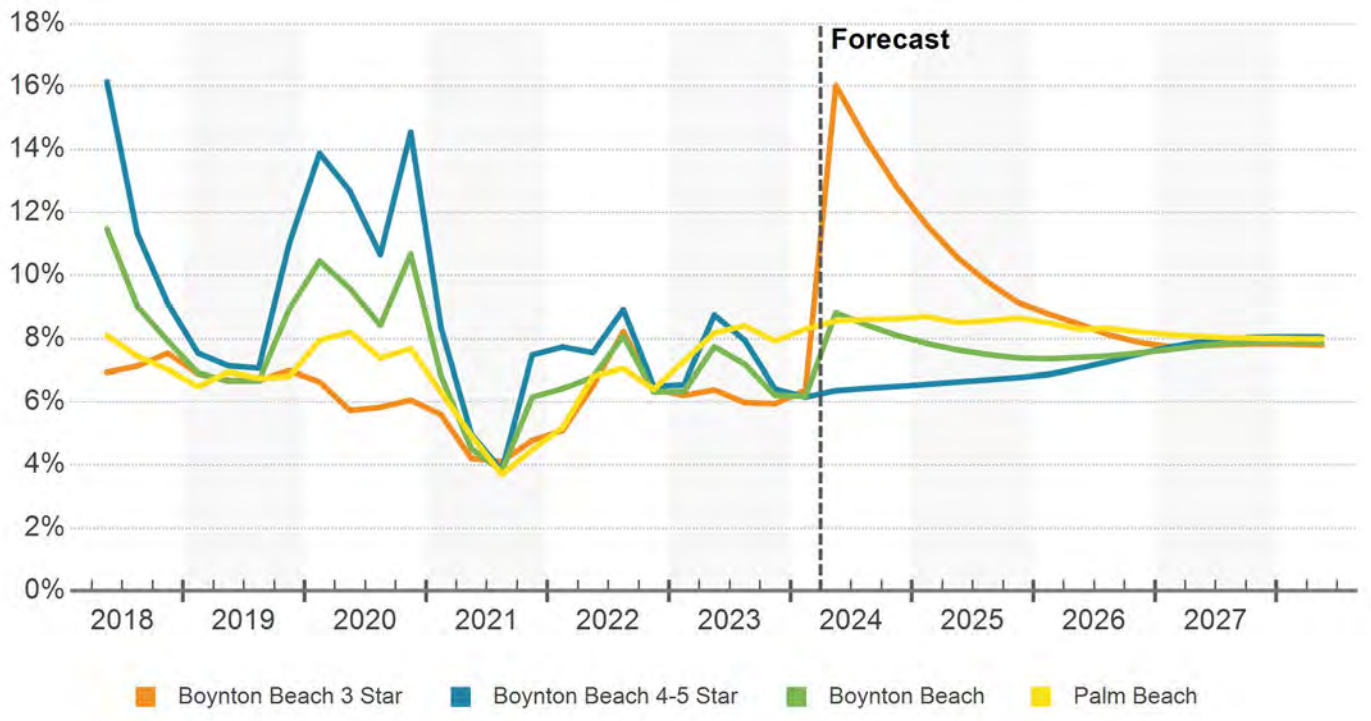
Vacancy

OVERALL & STABILIZED VACANCY



VACANCY RATE



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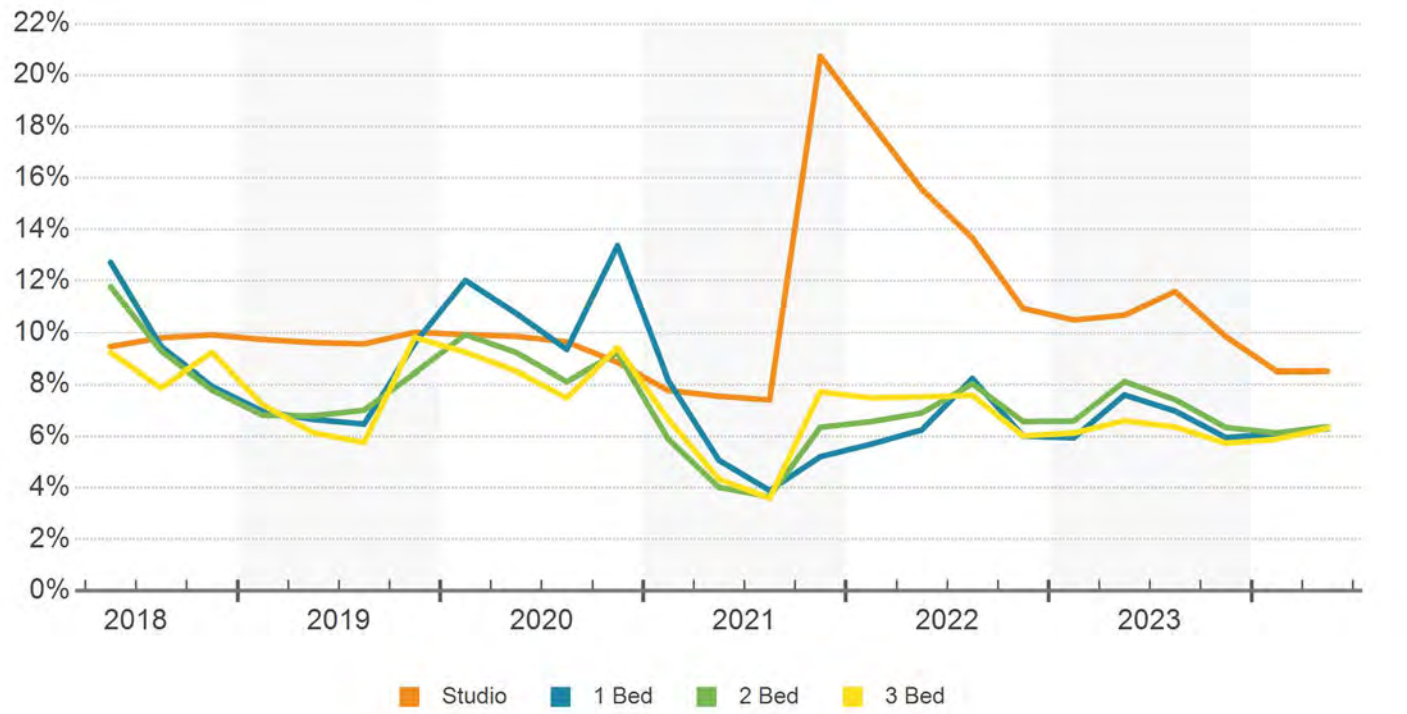
VACANCY BY BEDROOM



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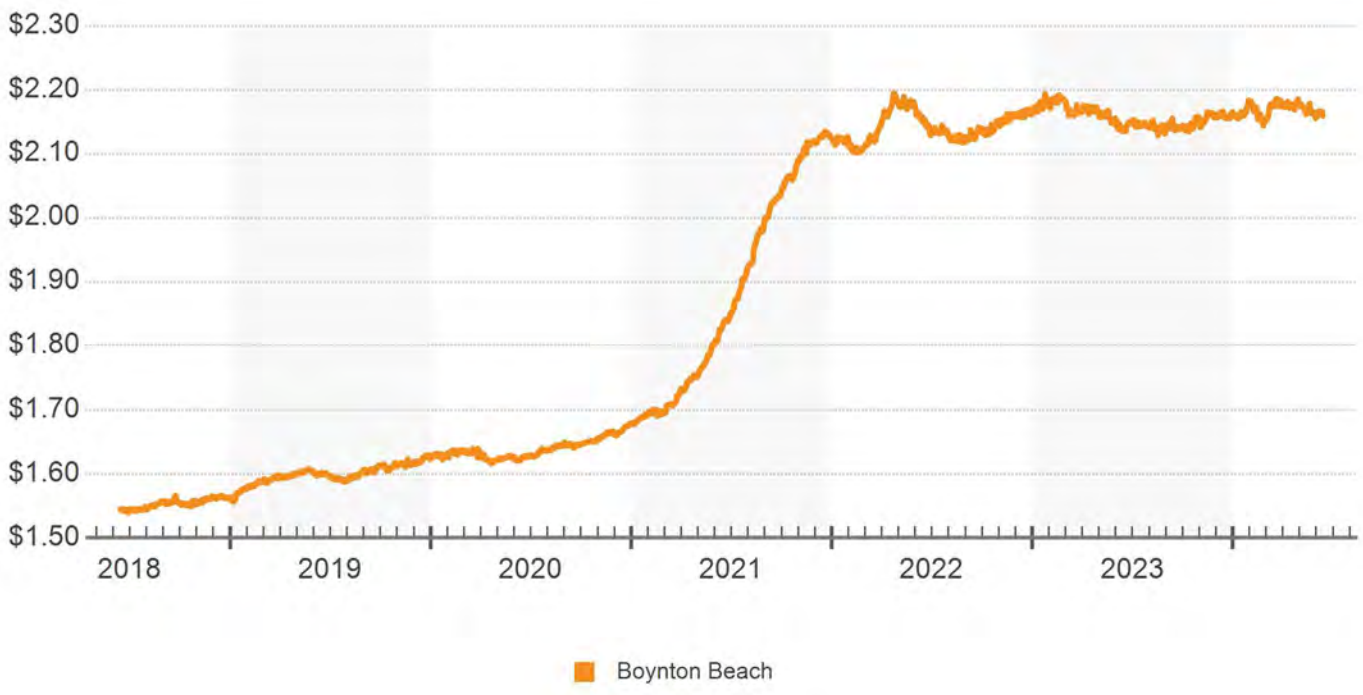
Rent

More than a year of unprecedented double-digit rent hikes is now in the rearview mirror. Now rents are growing by 0.5% as of the second quarter of 2024, coming in under the 5-year historical average growth of 6.6%. 4 & 5 Star properties have led these unprecedented rent gains, outperforming 1 & 2 and 3 Star units in 2021 and early 2022. That said, over the last few quarters, 1 Star rent growth has pushed ahead once again, with annual gains of 2.4%. On the other hand, muted gains continue for 3 Star and 4 & 5 Star properties at -1.1% and respectively through the second quarter of 2024.

Although real income gains saw a recovery starting in 2021, Palm Beach's median household income remains somewhat below the U.S. median. The fast rent hike over the last few years, outstripping U.S. average gains in 2022, combined with an increasingly limited supply of affordable product, place significant strains on the bulk of multifamily renters in the market. Palm Beach's elevated job concentration in the leisure and hospitality and trade, transportation, and utilities industries will further cement a broadening divergence between wages and rental rates. In the near-term forecast, employment growth within the recovering leisure and hospitality sector will put additional limits on rent gains, with workforce housing continuing to outperform.

Furthermore, concessions have begun to increase in the general Palm Beach market as mounting deliveries are impacting 4—and 5-star apartment vacancies. A moderating economic environment, especially within the higher-income finance and information industries, will put additional strains on luxury demand and rental growth. That said, still-elevated home prices and mortgage interest rates will curtail homeownership even for higher wage earners, allowing the market to preserve a higher share of renters across all apartment quality segments.

DAILY ASKING RENT PER SF



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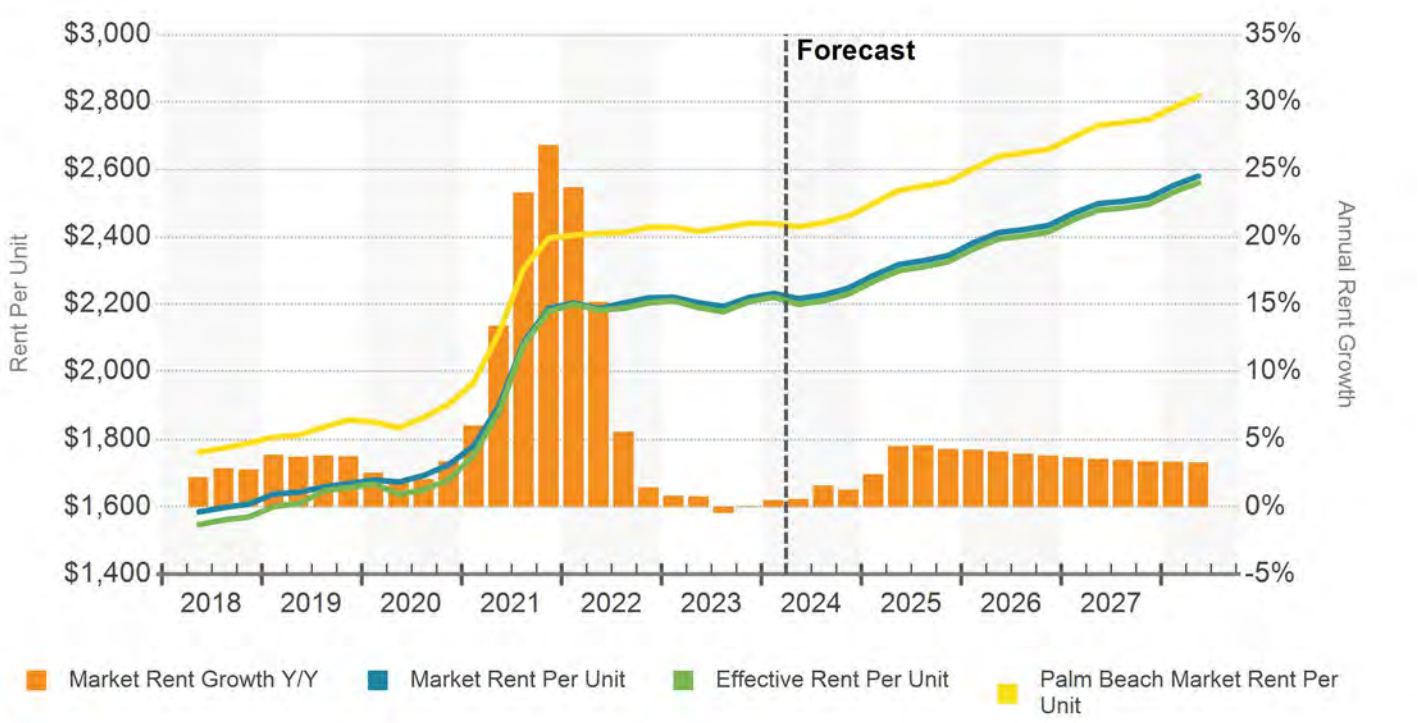
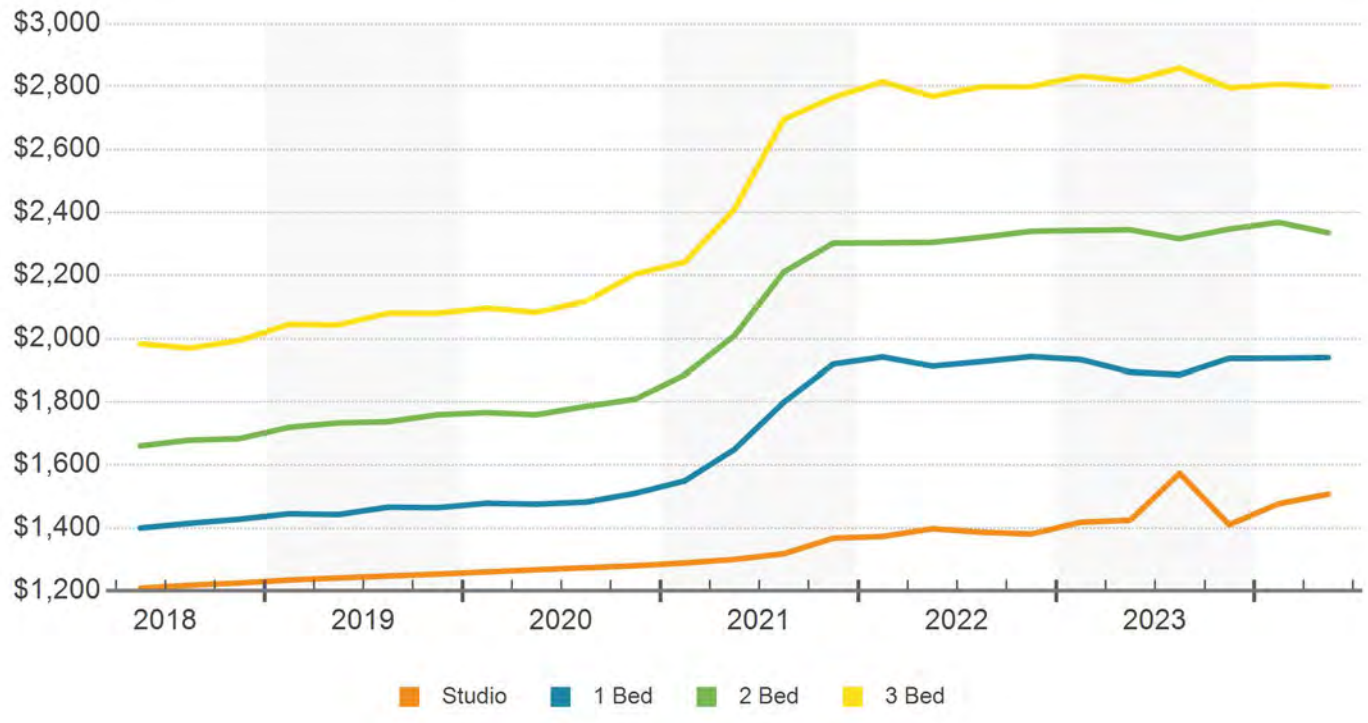
MARKET RENT PER UNIT & RENT GROWTH



MARKET RENT PER UNIT BY BEDROOM



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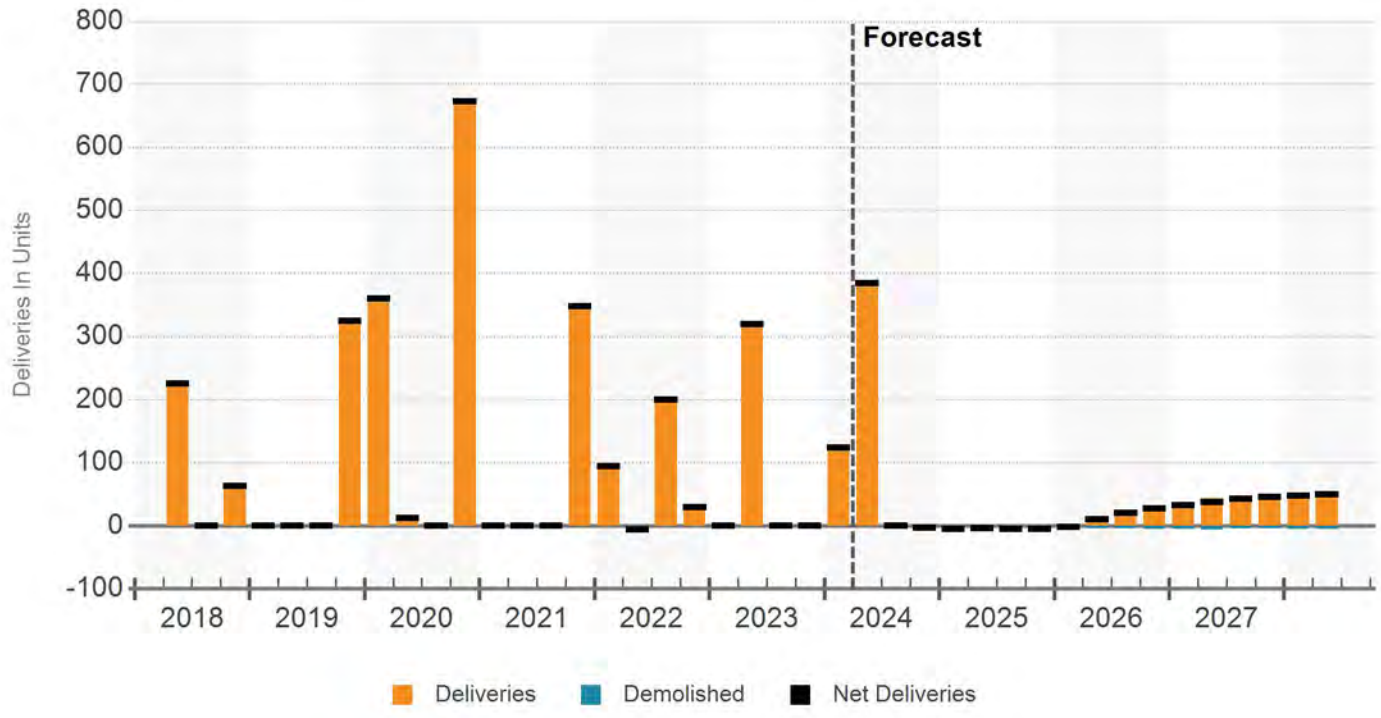
Groundbreakings remained elevated in 2023, totaling over 380 units, after over 470 units broke ground in 2022. Units underway total 384, the bulk of which are expected to be delivered by late 2024. Despite some supply pressure in the near term, Boynton Beach has seen limited construction activity relative to West Palm Beach proper and the surrounding submarket of Royal Palm Beach/Wellington.

As a share of in-place inventory, construction activity makes up 2.6% of units, with all units being added composed of 3 Star and 4 & 5 Star luxury units. Over 80% of newly constructed units and units underway in the submarket since 2015 are concentrated in the Outer Boynton Beach neighborhood. Most new projects have been concentrated near major transit corridors, including I-95 and US 1. Stabilized vacancies for 4 & 5-star assets within the submarket remain tight at around 6%, while properties that have been delivered since 2020 have a higher vacancy rate of around 10%. The elevated vacancy rate for new deliveries in the submarket is driven by the high vacancy of Avion Riverwalk, which recently delivered and remains in lease-up along with soft occupancy at Manor Lantana. The largest project underway in Boynton Beach is the Elan Palm Reserve, with 384 units.

Healthy job growth will aid new household formation and wage gains over the near-term forecast, resulting in steady housing demand. Furthermore, homeownership has been affected by increasing insurance premiums, elevated maintenance costs in older condo buildings, and a pandemic-driven rise in home prices, making renting more affordable. The short supply of new and existing single-family housing across South Florida, combined with high mortgage interest rates, puts additional pressure on home affordability, pushing some housing demand into the multifamily space.

DELIVERIES & DEMOLITIONS



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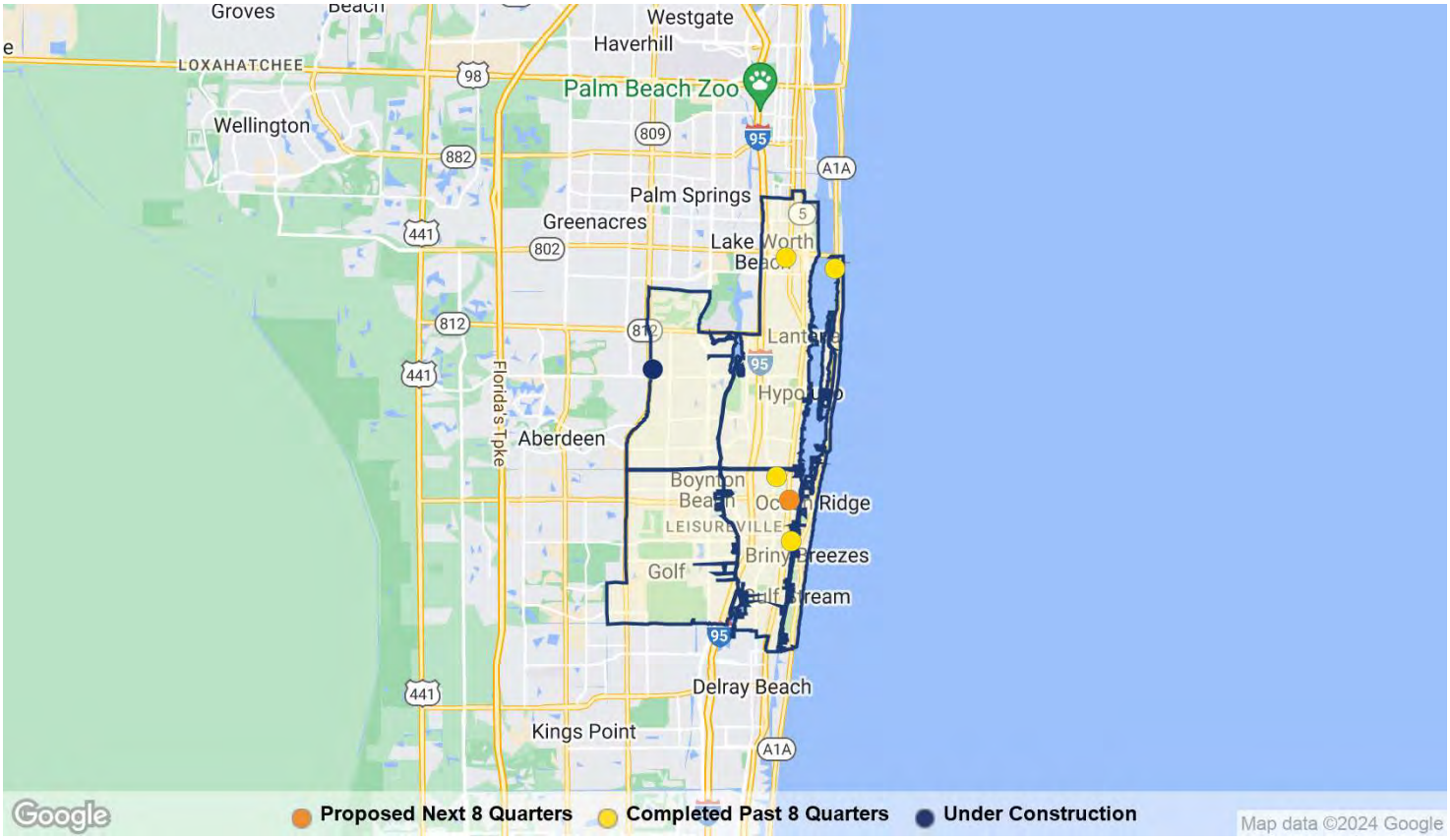
Construction

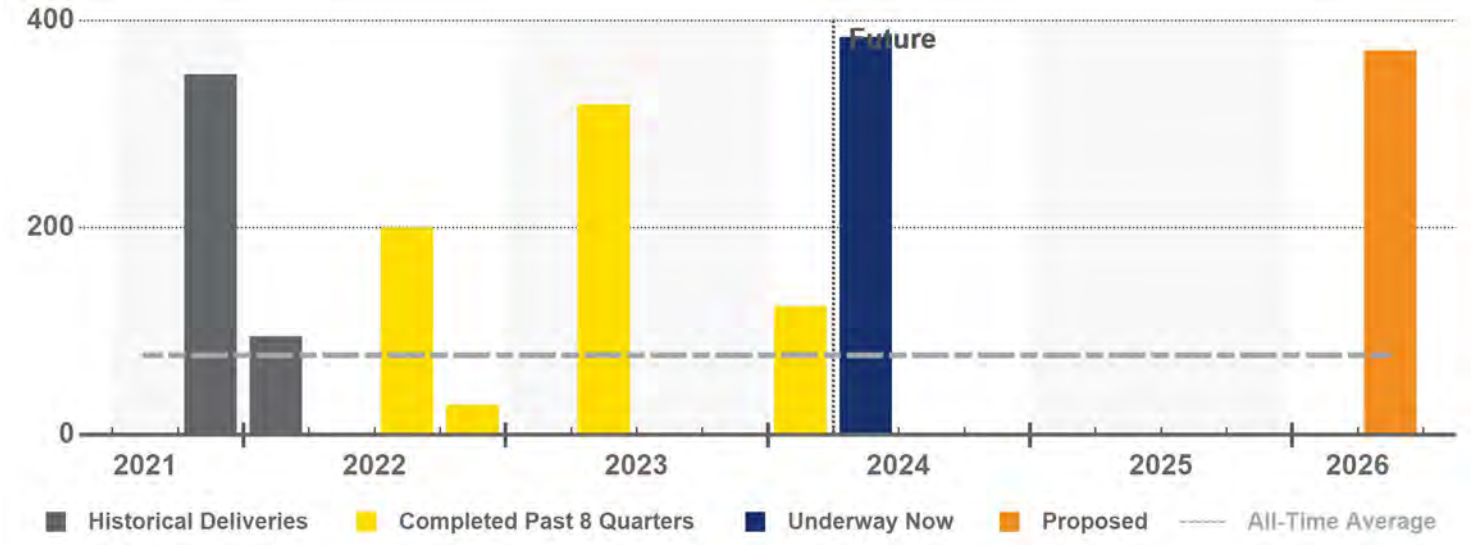
Boynton Beach Multi-Family

All-Time Annual Avg. Units	Delivered Units Past 8 Qtrs	Delivered Units Next 8 Qtrs	Proposed Units Next 8 Qtrs
308	672	384	371

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PAST & FUTURE DELIVERIES IN UNITS



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RECENT DELIVERIES

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1	**The Heart of Boynton Vil…** 137 NE 10th Ave	★★★☆☆	124	4	Jan 2022	Feb 2024	- Centennial Management Corpora…
2	**Avion Riverwalk** 630 E Woolbright Rd	★★★★☆	319	10	Jan 2022	May 2023	- Isram Realty & Management Inc.
3	**The Palm Beach Resort** 3031 S Ocean	★★☆☆☆	29	2	Jul 2022	Dec 2022	- Copperline Partners
4	**The Bohemian** 101 S East Coast St	★★★★☆	200	7	Mar 2021	Aug 2022	Affiliated Development Affiliated Development

UNDER CONSTRUCTION

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1	**Elan Palm Reserve** 4350 Peregrine Way	★★★☆☆	384	3	Mar 2023	Jul 2024	Kushner Companies Greystar Real Estate Partners

PROPOSED

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1	**Ocean One** 114-222 N Federal Hwy	★★★☆☆	371	8	Jul 2024	Jun 2026	Hyperion Development Group Inc. -

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Sales volume peaked in 2021 but has since slowed, with annual volume totaling just $50.5 million, in line with pre-pandemic levels. Since 2021, strong tenant demand resulting in significant rent gains has attracted outsized investor interest in Boynton Beach. Double-digit pricing gains in 2021 and further gains in 2022 have highlighted investor appetite for apartments in the area, though higher interest rates pressuring cap rates higher are now slowing pricing gains and transaction activity.

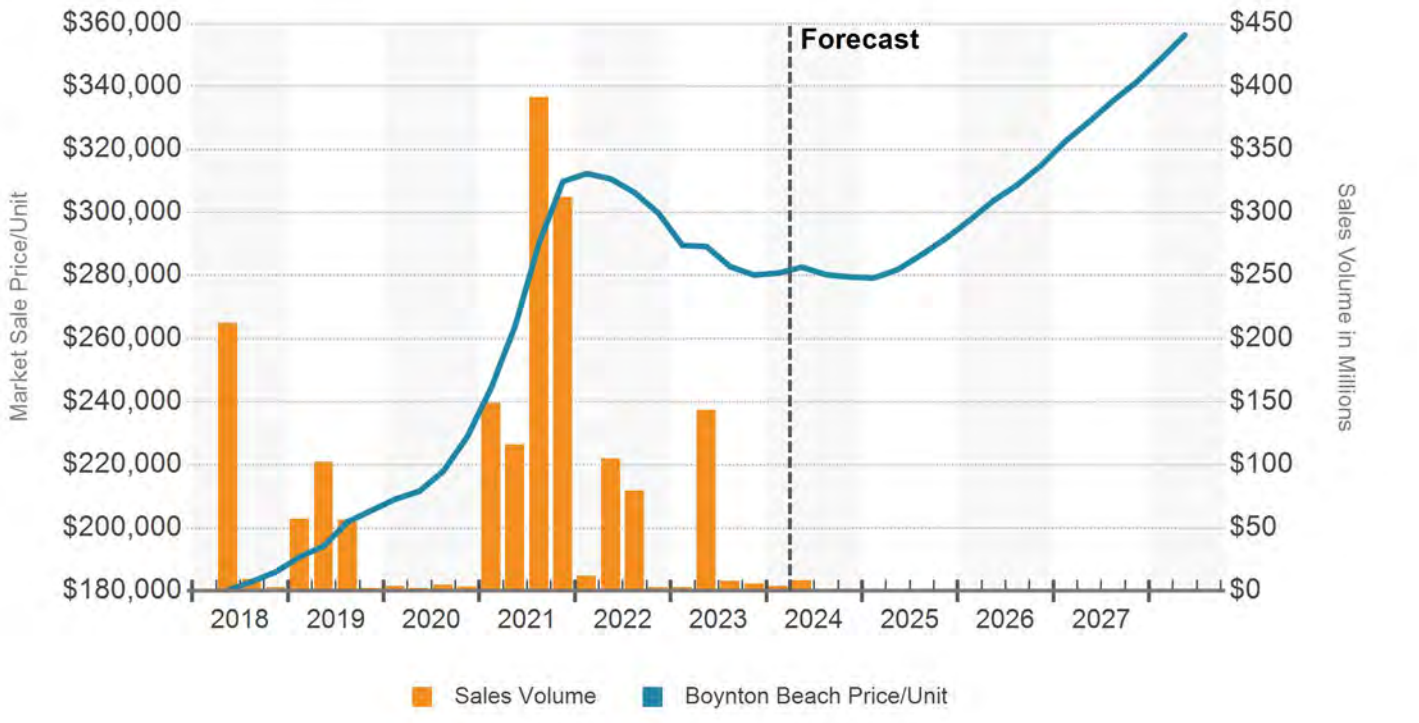
One transaction drove most activity in 2023; this involved the sale of the Manor Lantana for around $138 million, or over $396k/unit. The Praedium Group acquired the 4-Star, 348-unit building from Rockpoint in June. The property, which recently delivered in 2021, traded at a premium relative to 4 & 5 Star transactions over the last two years, with an average transaction price of around $360k/unit. All other transactions in the submarket have been much smaller, trading for less than $3 million.

Boynton Beach multifamily typically trades at a discount, around 20% below the Palm Beach market average as of the second quarter of 2024. Since 2020, transaction pricing growth in Boynton Beach has slightly underperformed the broader Palm Beach market, growing by around 39% versus 40% over the same time period. The average annual transaction price per unit has grown to around $250,000/unit today. Headwinds to occupancy, resulting in slower rent gains over the last few months, should result in a moderation in pricing appreciation in the near future.

Due to the changing composition of the submarket's inventory, with around 60% of existing inventory now composed of 4 & 5 Star units up from around 40% back in 2010, most transaction volume has recently been concentrated in 4 & 5 Star assets.

Going forward, tight financial conditions will continue to result in slower transaction activity relative to the boom in 2021 and 2022. Additionally, pricing growth will remain muted as softening fundamentals and higher cap rates continue to impact property values.

SALES VOLUME & MARKET SALE PRICE PER UNIT



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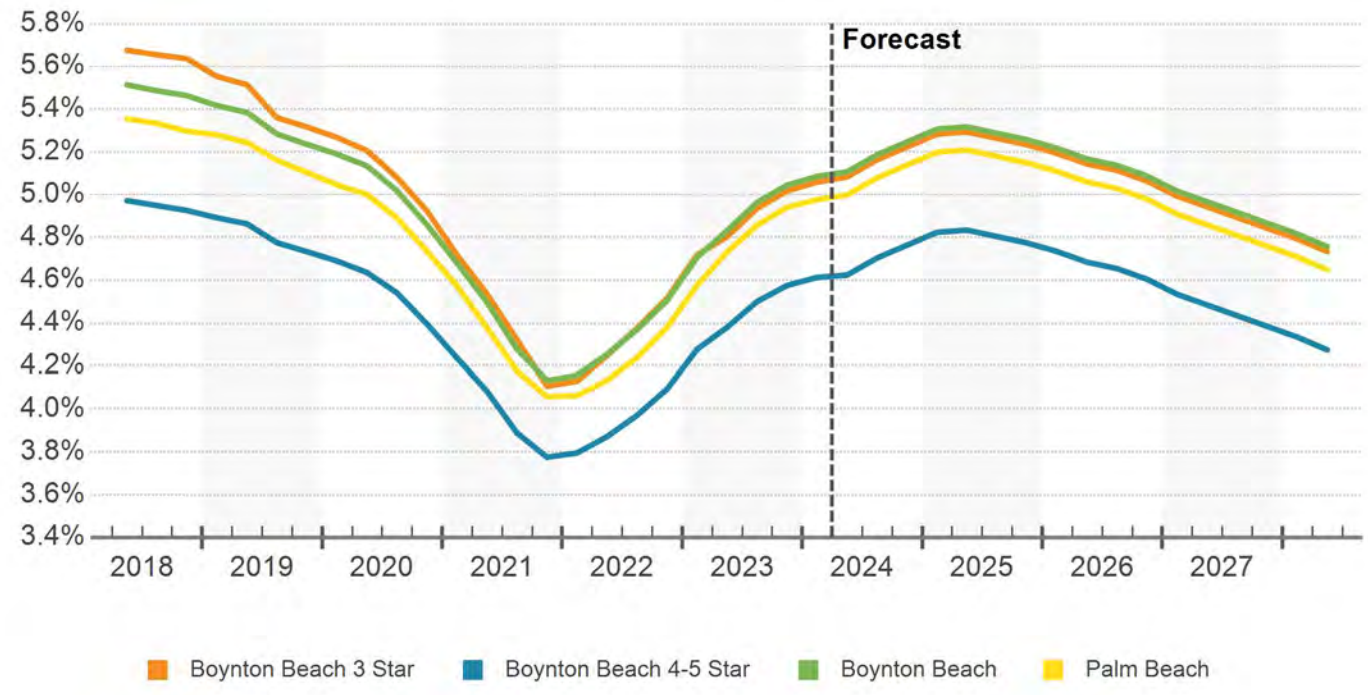
MARKET CAP RATE



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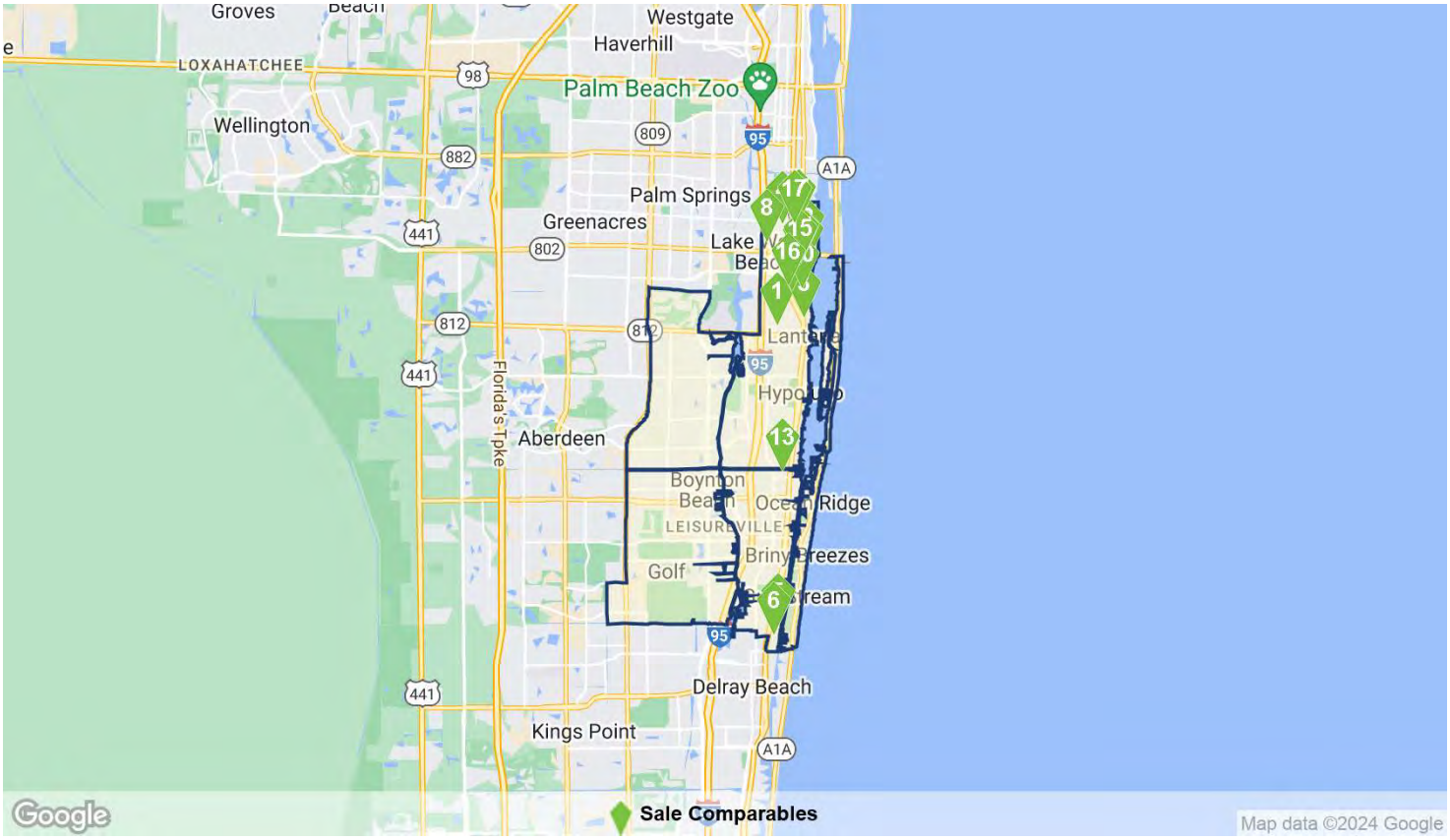
Sales Past 12 Months

Boynton Beach Multi-Family

Sale Comparables	Avg. Price/Unit (thous.)	Average Price (mil.)	Average Vacancy at Sale
17	$336	$10.3	14.1%

SALE COMPARABLE LOCATIONS



SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	$1,010,000	$10,299,025	$1,752,500	$138,000,000
Price/Unit	$91,818	$335,609	$203,750	$396,551
Cap Rate	4.0%	6.3%	6.4%	9.0%
Vacancy Rate At Sale	0%	14.1%	7.7%	100%
Time Since Sale in Months	0.2	6.4	5.8	12.0
Property Attributes	**Low**	**Average**	**Median**	**High**
Property Size in Units	5	29	9	348
Number of Floors	1	1	2	3
Average Unit SF	328	637	622	1,164
Year Built	1924	1959	1964	2021
Star Rating	★★☆☆☆	★★☆☆☆ 2.2	★★☆☆☆	★★★★☆

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Sales Past 12 Months

RECENT SIGNIFICANT SALES

		Property Information				Sale Information			
	Property Name/Address	Rating	Yr Built	Units	Vacancy	Sale Date	Price	Price/Unit	Price/SF
1	Manor Lantana 900 Water Tower Way	★★★★☆	2021	348	16.4%	6/15/2023	$138,000,000	$396,551	$575
2	202 Lucerne Ave	★★☆☆☆	1974	13	7.7%	8/10/2023	$2,850,000	$219,230	$306
3	400 Waterway Dr	★★☆☆☆	1979	18	0%	5/10/2024	$2,775,000	$154,166	$110
4	901 N F St	★★☆☆☆	1967	16	6.3%	8/15/2023	$2,400,000	$150,000	$230
5	1850 Palm Trl	★★☆☆☆	1972	8	0%	12/20/2023	$2,375,000	$296,875	$373
6	828 Lake Ave N	★★☆☆☆	1965	7	0%	2/1/2024	$2,362,500	$337,500	$349
7	223-231 S Palmway	★★★☆☆	1947	9	11.1%	4/15/2024	$2,330,000	$258,888	$321
8	1741 4th Ave N	★★☆☆☆	1964	10	10.0%	6/7/2024	$1,975,000	$197,500	$230
9	South K Street Apartments 1025-1029 S K St	★★☆☆☆	1965	10	10.0%	6/22/2023	$1,530,000	$153,000	$278
10	1001 S Federal Hwy	★★☆☆☆	1958	8	12.5%	2/26/2024	$1,300,000	$162,500	$295
11	131 S Federal Hwy	★★☆☆☆	1924	5	100%	8/11/2023	$1,270,000	$254,000	$408
12	301 S M St	★★☆☆☆	1925	5	0%	9/6/2023	$1,256,898	$251,379	$387
13	320 NE 13th Ave	★★☆☆☆	1957	10	10.0%	12/22/2023	$1,200,000	$120,000	$283
14	926 N L St	★★☆☆☆	1974	8	0%	12/28/2023	$1,100,000	$137,500	$215
15	214-216 S M St	★★☆☆☆	1926	5	0%	10/2/2023	$1,050,000	$210,000	$388
16	915 S Dixie Hwy	★★☆☆☆	1950	11	9.1%	4/12/2024	$1,010,000	$91,818	$280
17	914 N J St	★★☆☆☆	1950	5	0%	12/19/2023	-	-	-

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OVERALL SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2028	15,391	202	1.3%	191	1.2%	1.1
2027	15,189	160	1.1%	94	0.6%	1.7
2026	15,029	54	0.4%	26	0.2%	2.1
2025	14,975	(18)	-0.1%	92	0.6%	-
2024	14,993	503	3.5%	190	1.3%	2.6
YTD	14,614	124	0.9%	84	0.6%	1.5
2023	14,490	319	2.3%	314	2.2%	1.0
2022	14,171	318	2.3%	274	1.9%	1.2
2021	13,853	348	2.6%	937	6.8%	0.4
2020	13,505	1,045	8.4%	717	5.3%	1.5
2019	12,460	324	2.7%	174	1.4%	1.9
2018	12,136	880	7.8%	920	7.6%	1.0
2017	11,256	340	3.1%	338	3.0%	1.0
2016	10,916	372	3.5%	92	0.8%	4.0
2015	10,544	0	0%	(95)	-0.9%	0
2014	10,544	699	7.1%	601	5.7%	1.2
2013	9,845	(2)	0%	119	1.2%	0
2012	9,847	578	6.2%	596	6.1%	1.0

4 & 5 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2028	9,069	221	2.5%	205	2.3%	1.1
2027	8,848	179	2.1%	118	1.3%	1.5
2026	8,669	73	0.8%	4	0%	18.3
2025	8,596	0	0%	(24)	-0.3%	0
2024	8,596	0	0%	(7)	-0.1%	0
YTD	8,596	0	0%	9	0.1%	0
2023	8,596	319	3.9%	305	3.5%	1.0
2022	8,277	200	2.5%	266	3.2%	0.8
2021	8,077	348	4.5%	869	10.8%	0.4
2020	7,729	1,033	15.4%	646	8.4%	1.6
2019	6,696	324	5.1%	168	2.5%	1.9
2018	6,372	831	15.0%	917	14.4%	0.9
2017	5,541	350	6.7%	324	5.8%	1.1
2016	5,191	372	7.7%	126	2.4%	3.0
2015	4,819	0	0%	(36)	-0.7%	0
2014	4,819	714	17.4%	578	12.0%	1.2
2013	4,105	0	0%	57	1.4%	0
2012	4,105	456	12.5%	426	10.4%	1.1

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3 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2028	3,826	0	0%	2	0.1%	0
2027	3,826	0	0%	1	0%	0
2026	3,826	0	0%	49	1.3%	0
2025	3,826	0	0%	141	3.7%	0
2024	3,826	507	15.3%	215	5.6%	2.4
YTD	3,443	124	3.7%	84	2.4%	1.5
2023	3,319	0	0%	15	0.5%	0
2022	3,319	95	2.9%	36	1.1%	2.6
2021	3,224	0	0%	41	1.3%	0
2020	3,224	0	0%	30	0.9%	0
2019	3,224	0	0%	18	0.6%	0
2018	3,224	49	1.5%	8	0.2%	6.1
2017	3,175	0	0%	21	0.7%	0
2016	3,175	0	0%	(18)	-0.6%	0
2015	3,175	0	0%	(50)	-1.6%	0
2014	3,175	0	0%	23	0.7%	0
2013	3,175	8	0.3%	54	1.7%	0.1
2012	3,167	122	4.0%	134	4.2%	0.9

1 & 2 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2028	2,496	(19)	-0.8%	(16)	-0.6%	1.2
2027	2,515	(19)	-0.7%	(25)	-1.0%	0.8
2026	2,534	(19)	-0.7%	(27)	-1.1%	0.7
2025	2,553	(18)	-0.7%	(25)	-1.0%	0.7
2024	2,571	(4)	-0.2%	(18)	-0.7%	0.2
YTD	2,575	0	0%	(9)	-0.3%	0
2023	2,575	0	0%	(6)	-0.2%	0
2022	2,575	23	0.9%	(28)	-1.1%	-
2021	2,552	0	0%	27	1.1%	0
2020	2,552	12	0.5%	41	1.6%	0.3
2019	2,540	0	0%	(12)	-0.5%	0
2018	2,540	0	0%	(5)	-0.2%	0
2017	2,540	(10)	-0.4%	(7)	-0.3%	1.4
2016	2,550	0	0%	(16)	-0.6%	0
2015	2,550	0	0%	(9)	-0.4%	0
2014	2,550	(15)	-0.6%	0	0%	-
2013	2,565	(10)	-0.4%	8	0.3%	-
2012	2,575	0	0%	36	1.4%	0

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OVERALL VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2028	1,209	7.9%	0	$2,596	$2.53	3.2%	(0.2)	$2,575	$2.51
2027	1,198	7.9%	0.3	$2,516	$2.45	3.4%	(0.4)	$2,496	$2.43
2026	1,134	7.5%	0.2	$2,433	$2.37	3.8%	(0.5)	$2,414	$2.35
2025	1,105	7.4%	(0.7)	$2,344	$2.28	4.3%	3.0	$2,326	$2.27
2024	1,214	8.1%	1.9	$2,248	$2.19	1.3%	1.2	$2,230	$2.17
YTD	939	6.4%	0.2	$2,217	$2.16	0.5%	0.4	$2,204	$2.15
2023	899	6.2%	(0.1)	$2,220	$2.16	0%	(1.4)	$2,207	$2.15
2022	895	6.3%	0.2	$2,219	$2.16	1.4%	(25.3)	$2,204	$2.15
2021	852	6.2%	(4.5)	$2,188	$2.13	26.8%	23.4	$2,179	$2.12
2020	1,442	10.7%	1.7	$1,726	$1.68	3.4%	(0.4)	$1,681	$1.63
2019	1,113	8.9%	1.0	$1,669	$1.62	3.8%	1.0	$1,658	$1.61
2018	962	7.9%	(1.0)	$1,609	$1.56	2.8%	1.5	$1,570	$1.53
2017	1,003	8.9%	(0.3)	$1,566	$1.52	1.3%	(0.7)	$1,524	$1.48
2016	1,001	9.2%	2.3	$1,546	$1.50	2.0%	(2.9)	$1,522	$1.48
2015	722	6.8%	0.9	$1,515	$1.47	4.9%	1.1	$1,497	$1.46
2014	627	5.9%	0.6	$1,444	$1.40	3.8%	1.5	$1,429	$1.39
2013	529	5.4%	(1.2)	$1,391	$1.35	2.3%	(1.9)	$1,381	$1.34
2012	649	6.6%	(0.6)	$1,359	$1.32	4.2%	-	$1,345	$1.31

4 & 5 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2028	728	8.0%	0	$2,801	$2.66	3.1%	(0.2)	$2,778	$2.64
2027	712	8.0%	0.5	$2,717	$2.58	3.3%	(0.5)	$2,694	$2.56
2026	651	7.5%	0.7	$2,629	$2.50	3.8%	(0.6)	$2,607	$2.48
2025	582	6.8%	0.3	$2,533	$2.41	4.4%	2.7	$2,512	$2.39
2024	558	6.5%	0.1	$2,427	$2.31	1.6%	2.3	$2,407	$2.29
YTD	542	6.3%	(0.1)	$2,391	$2.27	0.9%	1.6	$2,376	$2.26
2023	551	6.4%	(0.1)	$2,389	$2.27	-0.7%	(0.9)	$2,373	$2.26
2022	538	6.5%	(1.0)	$2,406	$2.29	0.2%	(29.7)	$2,387	$2.27
2021	604	7.5%	(7.1)	$2,400	$2.28	29.9%	26.3	$2,388	$2.27
2020	1,124	14.5%	3.5	$1,848	$1.76	3.6%	0.8	$1,783	$1.69
2019	737	11.0%	1.9	$1,784	$1.70	2.8%	(0.6)	$1,769	$1.68
2018	581	9.1%	(2.9)	$1,735	$1.65	3.4%	2.8	$1,687	$1.60
2017	667	12.0%	(0.3)	$1,678	$1.59	0.6%	(1.6)	$1,621	$1.54
2016	642	12.4%	4.1	$1,668	$1.58	2.2%	(2.4)	$1,640	$1.56
2015	397	8.2%	0.8	$1,631	$1.55	4.6%	1.6	$1,609	$1.53
2014	360	7.5%	2.0	$1,559	$1.48	3.0%	0.6	$1,539	$1.46
2013	224	5.5%	(1.4)	$1,513	$1.44	2.4%	(1.2)	$1,501	$1.43
2012	281	6.9%	(0.1)	$1,478	$1.40	3.7%	-	$1,460	$1.39

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3 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2028	297	7.8%	(0.1)	$2,404	$2.24	3.3%	(0.2)	$2,387	$2.23
2027	300	7.8%	0	$2,327	$2.17	3.5%	(0.3)	$2,311	$2.16
2026	301	7.9%	(1.3)	$2,249	$2.10	3.8%	(0.3)	$2,234	$2.09
2025	350	9.1%	(3.7)	$2,167	$2.02	4.1%	4.2	$2,152	$2.01
2024	491	12.8%	6.9	$2,082	$1.94	-0.2%	(1.9)	$2,068	$1.93
YTD	238	6.9%	1.0	$2,063	$1.92	-1.1%	(2.9)	$2,053	$1.92
2023	197	5.9%	(0.5)	$2,086	$1.95	1.8%	(2.9)	$2,078	$1.94
2022	213	6.4%	1.6	$2,050	$1.91	4.6%	(17.7)	$2,041	$1.91
2021	154	4.8%	(1.3)	$1,959	$1.83	22.4%	19.6	$1,957	$1.83
2020	195	6.1%	(0.9)	$1,601	$1.49	2.8%	(4.1)	$1,596	$1.49
2019	225	7.0%	(0.5)	$1,558	$1.45	6.8%	6.0	$1,554	$1.45
2018	243	7.5%	1.2	$1,458	$1.36	0.8%	(1.9)	$1,434	$1.34
2017	202	6.4%	(0.7)	$1,446	$1.35	2.7%	1.4	$1,434	$1.34
2016	223	7.0%	0.6	$1,408	$1.31	1.3%	(4.6)	$1,388	$1.29
2015	206	6.5%	1.6	$1,391	$1.30	5.8%	(0.6)	$1,379	$1.29
2014	155	4.9%	(0.7)	$1,314	$1.22	6.5%	4.5	$1,306	$1.22
2013	178	5.6%	(1.4)	$1,234	$1.15	2.0%	(4.6)	$1,227	$1.14
2012	223	7.1%	(0.6)	$1,210	$1.13	6.6%	-	$1,201	$1.12

1 & 2 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2028	185	7.4%	0	$1,513	$2.27	3.4%	(0.2)	$1,505	$2.26
2027	187	7.4%	0.3	$1,464	$2.20	3.6%	(0.4)	$1,456	$2.19
2026	181	7.1%	0.3	$1,413	$2.12	4.0%	(0.5)	$1,405	$2.11
2025	173	6.8%	0.3	$1,358	$2.04	4.5%	0.5	$1,351	$2.03
2024	166	6.4%	0.6	$1,300	$1.95	4.0%	1.5	$1,293	$1.94
YTD	160	6.2%	0.3	$1,270	$1.89	2.4%	(0.1)	$1,263	$1.88
2023	151	5.9%	0.3	$1,251	$1.86	2.5%	(1.2)	$1,244	$1.85
2022	145	5.6%	1.9	$1,220	$1.81	3.7%	(1.4)	$1,214	$1.80
2021	94	3.7%	(1.1)	$1,177	$1.74	5.0%	1.7	$1,172	$1.74
2020	122	4.8%	(1.2)	$1,120	$1.65	3.4%	1.0	$1,115	$1.64
2019	150	5.9%	0.5	$1,084	$1.59	2.4%	(1.0)	$1,078	$1.58
2018	138	5.4%	0.2	$1,058	$1.55	3.4%	0	$1,052	$1.54
2017	133	5.2%	(0.1)	$1,023	$1.50	3.4%	0.6	$1,017	$1.49
2016	136	5.3%	0.6	$989	$1.44	2.8%	(1.2)	$984	$1.43
2015	120	4.7%	0.3	$963	$1.40	4.0%	0.7	$958	$1.39
2014	112	4.4%	(0.5)	$926	$1.35	3.3%	0.7	$921	$1.34
2013	126	4.9%	(0.7)	$896	$1.30	2.6%	1.5	$892	$1.29
2012	145	5.6%	(1.4)	$874	$1.26	1.1%	-	$865	$1.25

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OVERALL SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2028	-	-	-	-	-	-	$370,293	447	4.7%
2027	-	-	-	-	-	-	$341,516	412	4.9%
2026	-	-	-	-	-	-	$314,979	380	5.1%
2025	-	-	-	-	-	-	$291,700	352	5.3%
2024	-	-	-	-	-	-	$279,497	337	5.2%
YTD	6	$11.8M	0.4%	$1,958,750	$186,548	7.2%	$284,971	344	5.1%
2023	18	$159.8M	4.8%	$11,415,493	$343,692	5.2%	$280,117	338	5.0%
2022	29	$199M	4.8%	$8,651,470	$312,376	4.7%	$299,759	362	4.5%
2021	44	$968.9M	25.9%	$26,915,218	$304,127	5.8%	$309,833	374	4.1%
2020	15	$13.9M	1.3%	$1,155,543	$89,461	6.5%	$228,931	276	4.9%
2019	35	$217.9M	12.6%	$7,780,689	$180,049	6.7%	$205,557	248	5.2%
2018	24	$230.9M	12.3%	$10,995,488	$157,938	6.5%	$186,081	225	5.5%
2017	32	$79M	4.1%	$3,588,818	$206,686	7.0%	$176,100	212	5.5%
2016	28	$243.9M	12.8%	$11,086,226	$180,397	7.6%	$166,638	201	5.6%
2015	18	$86.6M	7.5%	$5,770,800	$112,858	7.9%	$159,094	192	5.6%
2014	17	$97.2M	10.1%	$6,075,250	$91,529	7.9%	$142,776	172	5.8%
2013	24	$128.7M	11.5%	$6,434,679	$118,721	7.8%	$128,226	155	6.2%

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4 & 5 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2028	-	-	-	-	-	-	$423,816	467	4.2%
2027	-	-	-	-	-	-	$390,346	430	4.4%
2026	-	-	-	-	-	-	$359,525	396	4.6%
2025	-	-	-	-	-	-	$332,538	366	4.8%
2024	-	-	-	-	-	-	$318,487	351	4.8%
YTD	-	-	-	-	-	-	$324,841	358	4.6%
2023	2	$138M	6.5%	$138,000,000	$396,552	-	$318,692	351	4.6%
2022	3	$162M	5.2%	$53,983,333	$379,274	3.7%	$341,661	376	4.1%
2021	8	$895.5M	37.9%	$127,932,143	$328,995	3.5%	$350,035	385	3.8%
2020	-	-	-	-	-	-	$263,397	290	4.4%
2019	4	$190.1M	19.1%	$63,350,000	$197,969	4.5%	$236,932	261	4.7%
2018	5	$206.4M	19.1%	$41,270,471	$169,558	4.7%	$216,458	238	4.9%
2017	1	$60.4M	3.4%	$60,350,000	$321,011	4.6%	$204,766	225	5.0%
2016	2	$133.4M	11.6%	$66,675,000	$221,512	5.3%	$193,423	213	5.0%
2015	1	$35.5M	4.4%	$35,500,000	$165,888	4.8%	$182,874	201	5.1%
2014	1	$32M	8.4%	$32,000,000	$79,208	6.5%	$162,574	179	5.3%
2013	3	$117.1M	20.2%	$39,039,340	$141,106	4.8%	$145,116	160	5.6%

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3 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2028	-	-	-	-	-	-	$353,876	436	4.6%
2027	-	-	-	-	-	-	$326,285	402	4.8%
2026	-	-	-	-	-	-	$300,881	371	5.1%
2025	-	-	-	-	-	-	$278,800	344	5.2%
2024	-	-	-	-	-	-	$267,558	330	5.2%
YTD	1	$2.3M	0.3%	$2,330,000	$258,889	6.4%	$273,462	337	5.1%
2023	1	$1.2M	0.2%	$1,150,000	$191,667	4.8%	$269,219	332	5.0%
2022	6	$11.6M	1.9%	$1,933,917	$187,153	4.2%	$283,396	349	4.5%
2021	6	$24.3M	5.1%	$4,869,000	$154,082	6.6%	$298,030	368	4.1%
2020	3	$4.3M	1.3%	$1,434,267	$102,448	5.4%	$210,954	260	4.9%
2019	10	$10.4M	3.0%	$1,294,531	$124,774	6.7%	$188,630	233	5.3%
2018	4	$5.8M	0.9%	$1,925,000	$231,000	5.8%	$165,102	204	5.6%
2017	2	$2.3M	0.8%	$1,125,000	$86,538	7.0%	$156,275	193	5.7%
2016	4	$99.9M	18.5%	$24,972,433	$170,460	-	$148,058	183	5.8%
2015	3	$38M	10.9%	$12,666,667	$109,827	6.5%	$144,660	178	5.7%
2014	3	$45.6M	12.9%	$15,208,333	$111,280	5.6%	$132,044	163	5.9%
2013	1	$445K	0.3%	$445,000	$55,625	11.0%	$119,909	148	6.2%

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1 & 2 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2028	-	-	-	-	-	-	$216,020	366	6.3%
2027	-	-	-	-	-	-	$201,145	341	6.5%
2026	-	-	-	-	-	-	$187,225	317	6.7%
2025	-	-	-	-	-	-	$174,544	296	6.9%
2024	-	-	-	-	-	-	$167,084	283	6.9%
YTD	5	$9.4M	2.1%	$1,884,500	$174,491	7.6%	$168,981	287	6.7%
2023	15	$20.7M	5.2%	$1,722,242	$186,188	5.2%	$167,542	284	6.6%
2022	20	$25.4M	7.5%	$1,816,450	$171,826	5.1%	$184,201	312	5.9%
2021	30	$49.1M	14.2%	$2,044,911	$160,385	5.8%	$193,172	328	5.4%
2020	12	$9.6M	5.4%	$1,062,635	$84,635	6.8%	$140,594	238	6.3%
2019	21	$17.5M	7.4%	$1,026,650	$104,509	6.9%	$125,977	214	6.8%
2018	15	$18.8M	9.4%	$1,444,454	$85,354	8.3%	$115,853	196	7.0%
2017	29	$16.4M	9.6%	$860,737	$97,345	7.5%	$109,869	186	7.1%
2016	22	$10.7M	8.4%	$666,078	$64,983	8.0%	$104,839	178	7.2%
2015	14	$13.1M	8.9%	$1,187,455	$63,101	9.0%	$101,161	172	7.1%
2014	13	$19.6M	9.9%	$1,631,583	$78,948	8.3%	$92,638	157	7.4%
2013	20	$11.1M	11.5%	$695,659	$45,246	8.7%	$84,200	143	7.9%

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DELIVERIES & UNDER CONSTRUCTION

	Inventory			Deliveries		Net Deliveries		Under Construction	
Year	Bldgs	Units	Vacancy	Bldgs	Units	Bldgs	Units	Bldgs	Units
2028	-	15,392	7.9%	-	221	-	201	-	-
2027	-	15,191	7.9%	-	179	-	160	-	-
2026	-	15,031	7.5%	-	73	-	55	-	-
2025	-	14,976	7.4%	-	0	-	(19)	-	-
2024	-	14,995	8.1%	-	508	-	505	-	-
YTD	320	14,614	6.4%	1	124	1	124	1	384
2023	319	14,490	6.2%	1	319	1	319	2	508
2022	318	14,171	6.3%	3	324	2	318	2	443
2021	316	13,853	6.2%	1	348	1	348	2	295
2020	315	13,505	10.7%	4	1,045	4	1,045	2	443
2019	311	12,460	8.9%	1	324	1	324	4	1,045
2018	310	12,136	7.9%	5	880	5	880	1	324
2017	305	11,256	8.9%	1	350	0	340	5	880
2016	305	10,916	9.2%	2	372	2	372	3	917
2015	303	10,544	6.8%	0	0	0	0	3	713
2014	303	10,544	5.9%	3	714	2	699	0	0
2013	301	9,845	5.4%	2	16	0	(2)	3	714
2012	301	9,847	6.6%	2	578	2	578	3	124

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Multi-Family Capital Markets Report

Boynton Beach

Palm Beach - FL USA

EXHIBIT 4

PREPARED BY

FISHKIND LITIGATION SERVICES™

Hank Fishkind

CoStar™

MULTI-FAMILY CAPITAL MARKETS REPORT - SUBMARKET

Capital Markets Overview	1
Market Pricing	6
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Capital Markets Overview

Boynton Beach Multi-Family

Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/Unit Chg (YOY)
$4.3B	$164.8M	5.1%	-1.5%

12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	17	-	-
Sales Volume	$164.8M	$1M	$138M
Properties Sold	17	-	-
Transacted Units	496	5	348
Average Units	29	5	348

12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	6.3%	4.0%	9.0%	5.1%
Sale Price/Unit	$332.2K	$91.8K	$396.6K	$285K
Sale Price	$10.3M	$1M	$138M	-
Sale vs Asking Price	-16.5%	-40.2%	-4.6%	-
% Leased at Sale	84.4%	0%	100%	-

KEY PERFORMANCE INDICATORS



SUMMARY

Sales volume peaked in 2021 but has since slowed, with annual volume totaling just $50.5 million, in line with pre-pandemic levels. Since 2021, strong tenant demand resulting in significant rent gains has attracted outsized investor interest in Boynton Beach. Double-digit pricing gains in 2021 and further gains in 2022 have highlighted investor appetite for apartments in the area, though higher interest rates pressuring cap rates higher are now slowing pricing gains and transaction activity.

One transaction drove most activity in 2023; this involved the sale of the Manor Lantana for around $138 million, or over $396k/unit. The Praedium Group acquired the 4-Star, 348-unit building from Rockpoint in June. The property, which recently delivered in 2021, traded at a premium relative to 4 & 5 Star transactions over the last two years, with an average transaction price of around $360k/unit. All other transactions in the submarket have been much smaller, trading for less than $3 million.

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Capital Markets Overview

Boynton Beach multifamily typically trades at a discount, around 20% below the Palm Beach market average as of the second quarter of 2024. Since 2020, transaction pricing growth in Boynton Beach has slightly underperformed the broader Palm Beach market, growing by around 39% versus 40% over the same time period. The average annual transaction price per unit has grown to around $250,000/unit today. Headwinds to occupancy, resulting in slower rent gains over the last few months, should result in a moderation in pricing appreciation in the near future.

Due to the changing composition of the submarket's inventory, with around 60% of existing inventory now composed of 4 & 5 Star units up from around 40% back in 2010, most transaction volume has recently been concentrated in 4 & 5 Star assets.

Going forward, tight financial conditions will continue to result in slower transaction activity relative to the boom in 2021 and 2022. Additionally, pricing growth will remain muted as softening fundamentals and higher cap rates continue to impact property values.

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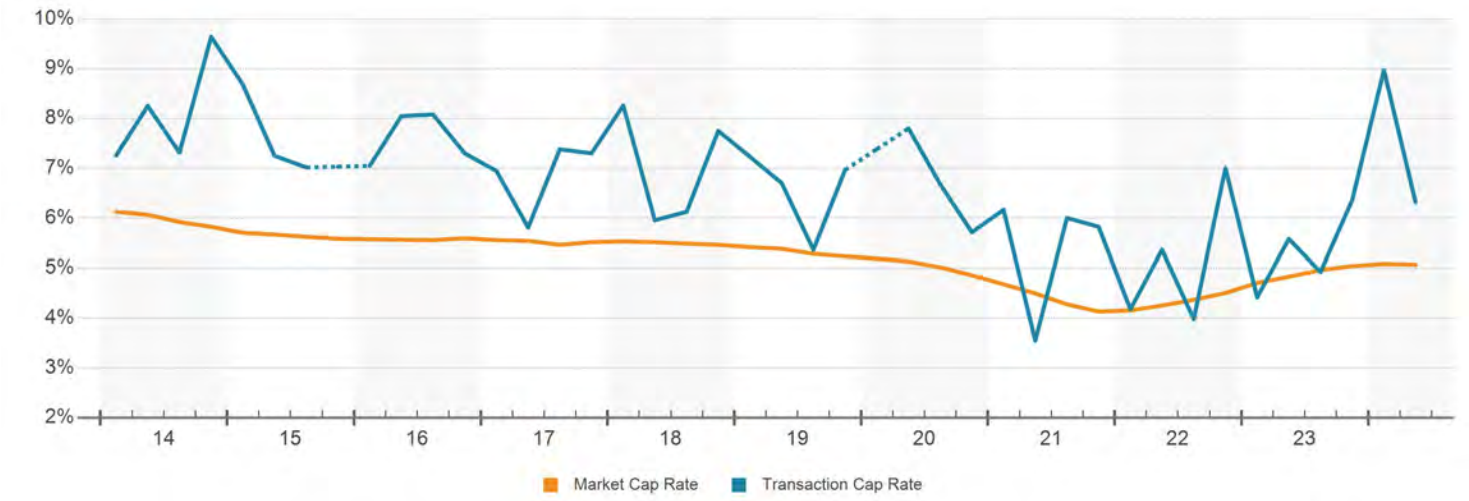
Capital Markets Overview

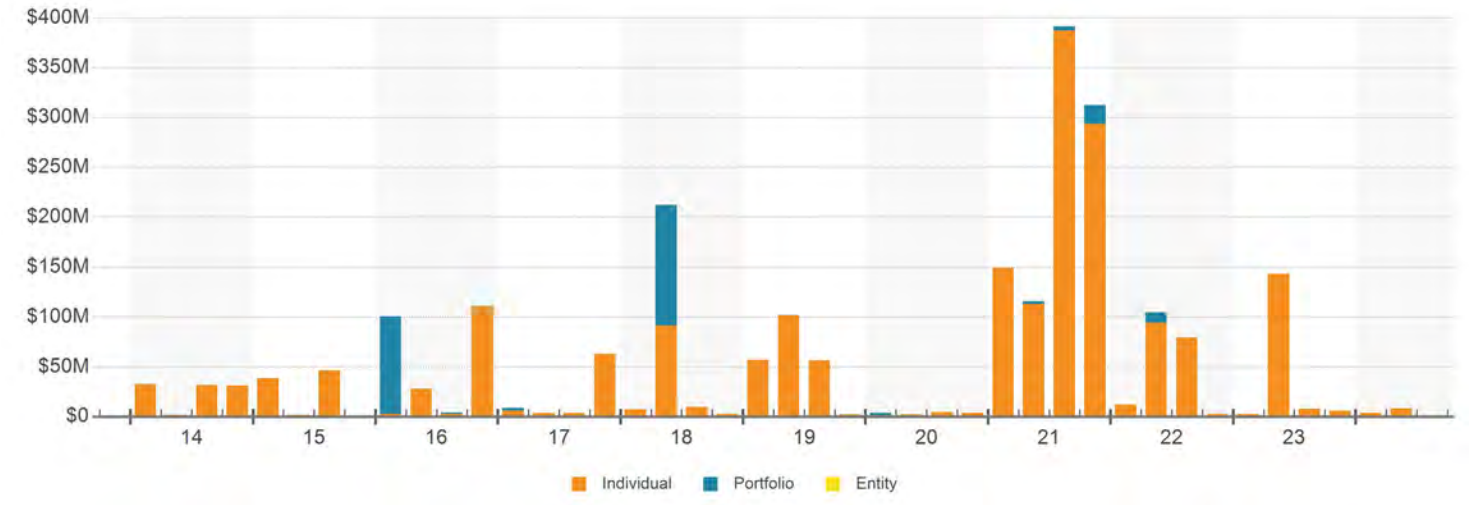
MARKET SALE PRICE & TRANSACTION SALE PRICE PER UNIT



MARKET CAP RATE & TRANSACTION CAP RATE



SALES VOLUME BY TRANSACTION TYPE



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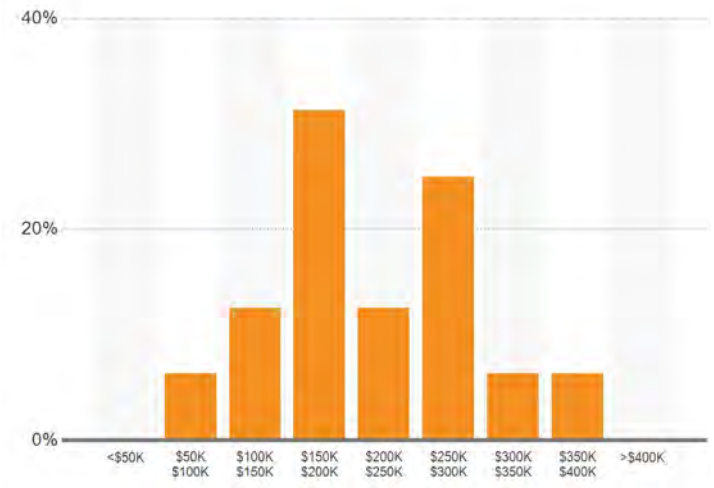
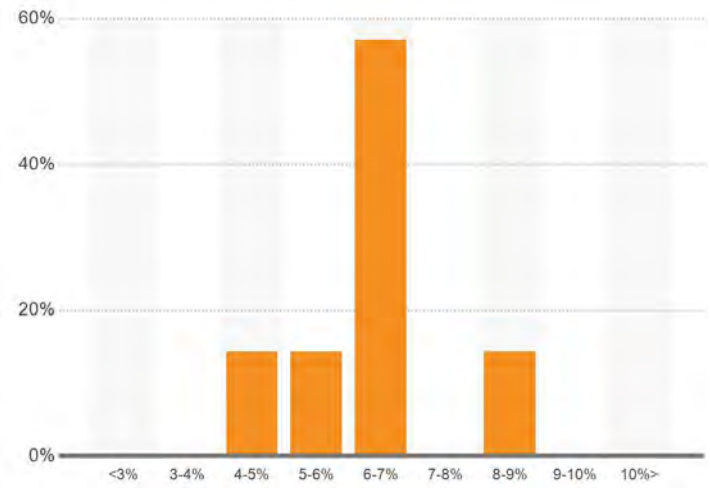
Capital Markets Overview

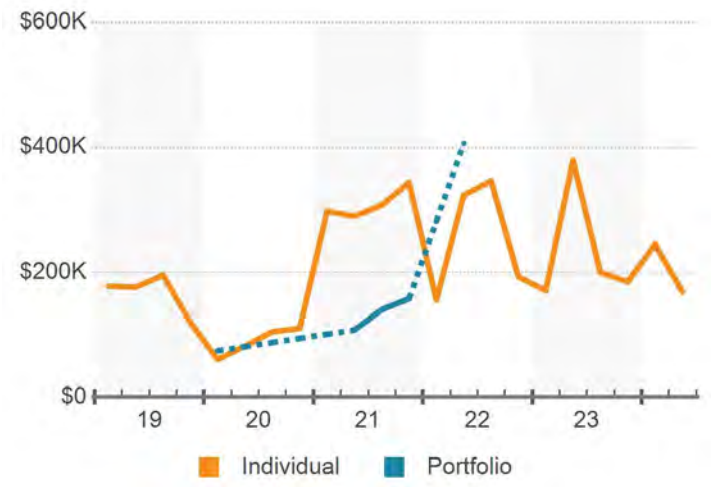
SALE PRICE PER UNIT DISTRIBUTION PAST 12 MONTHS



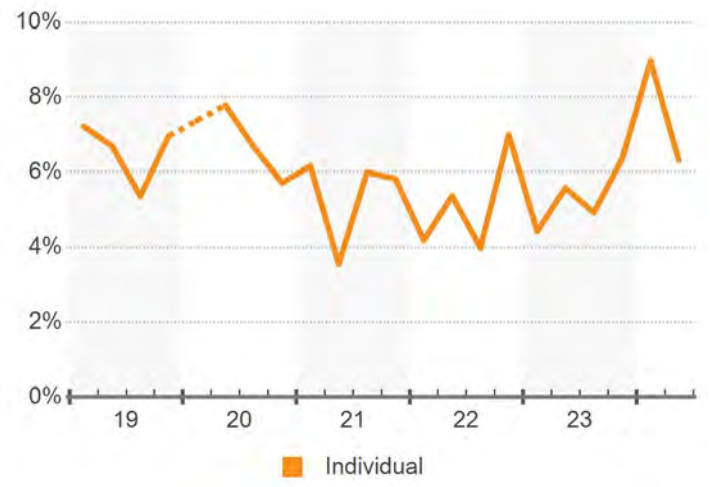
CAP RATE DISTRIBUTION PAST 12 MONTHS



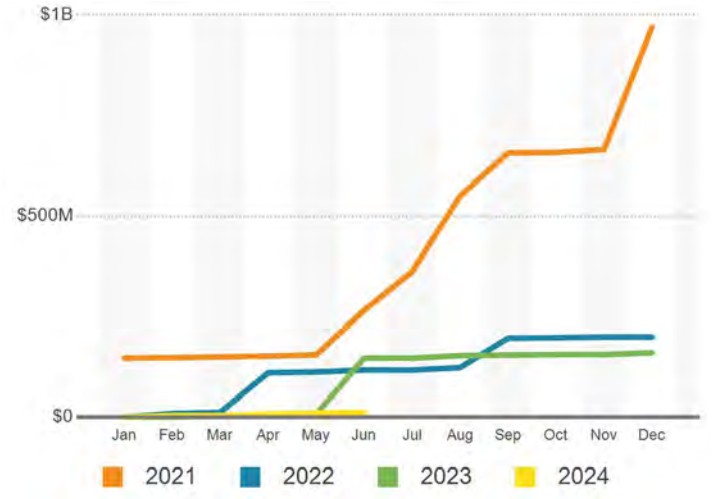
SALE PRICE PER UNIT BY TRANSACTION TYPE



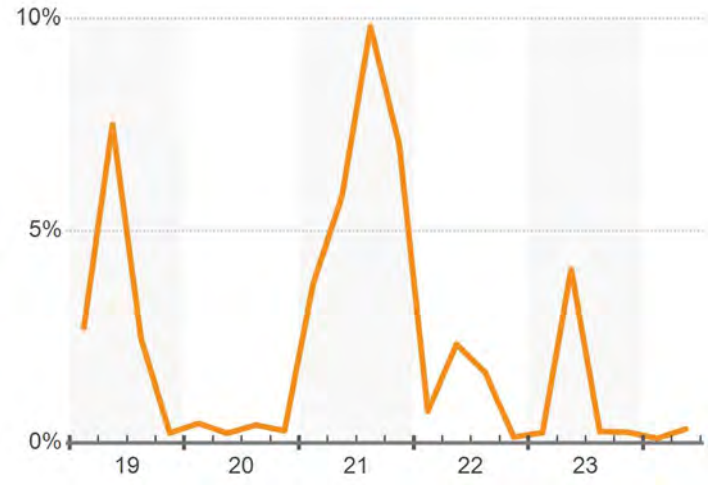
CAP RATE BY TRANSACTION TYPE



CUMULATIVE SALES VOLUME BY YEAR



SOLD UNITS AS % OF TOTAL UNITS



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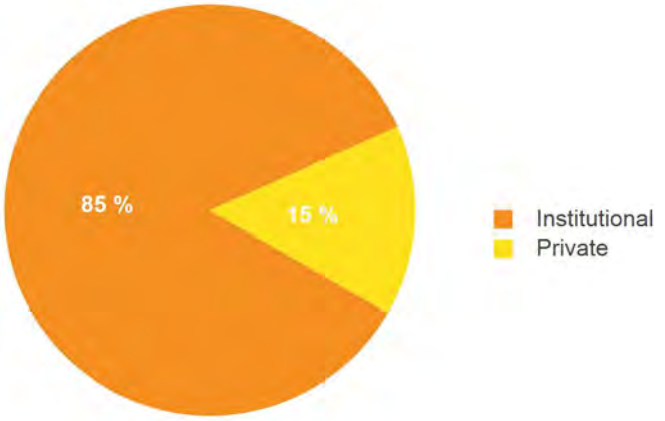
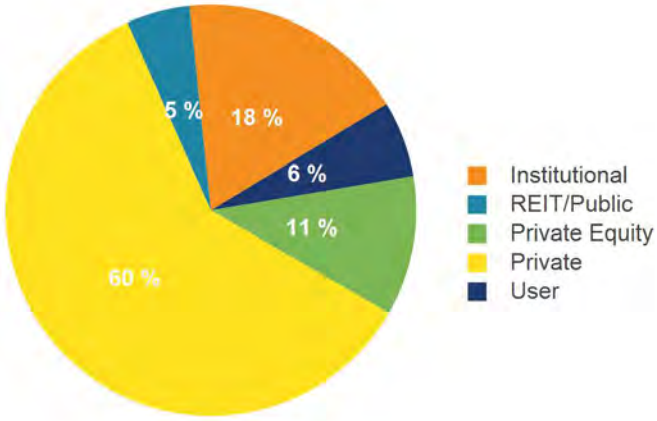
Capital Markets Overview

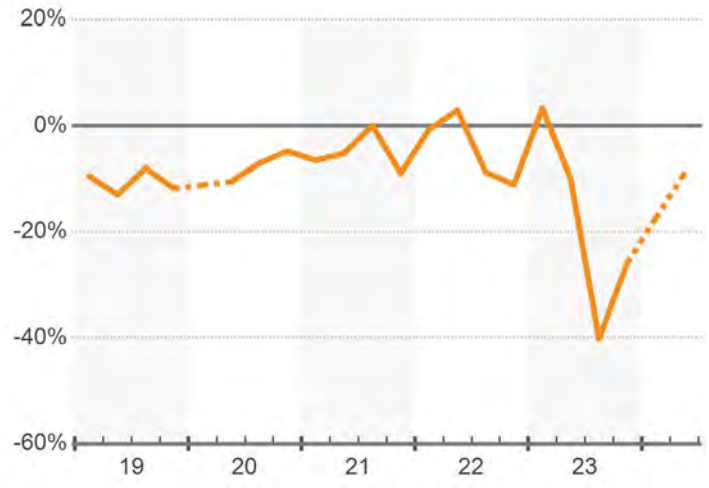
SALES VOLUME BY BUYER TYPE PAST 12 MONTHS



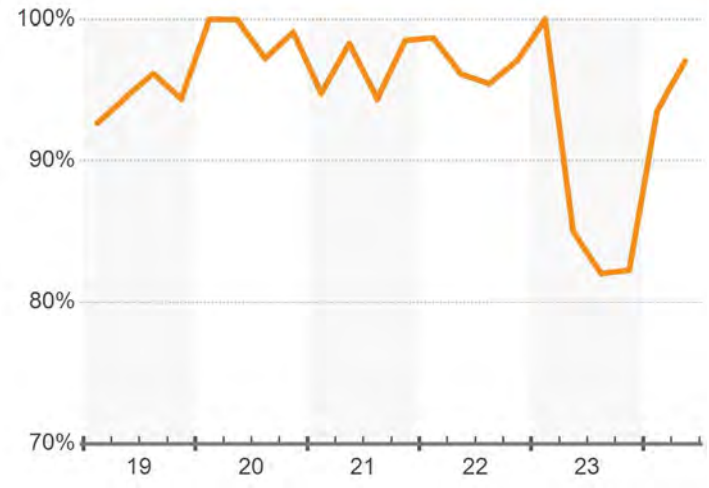
ASSET VALUE BY OWNER TYPE



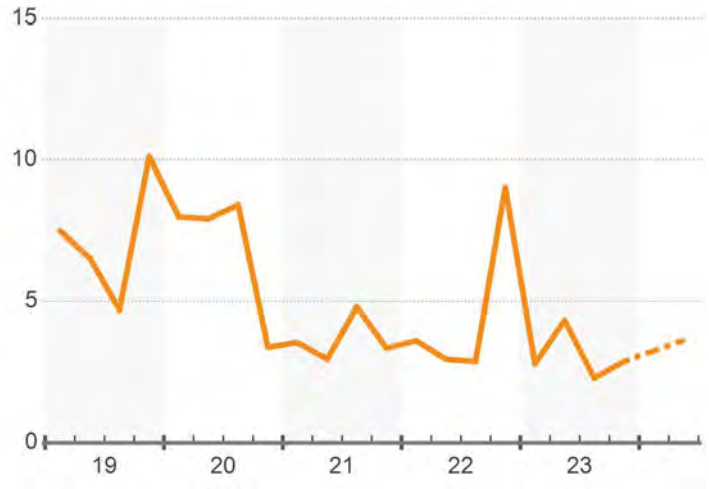
SALE TO ASKING PRICE DIFFERENTIAL



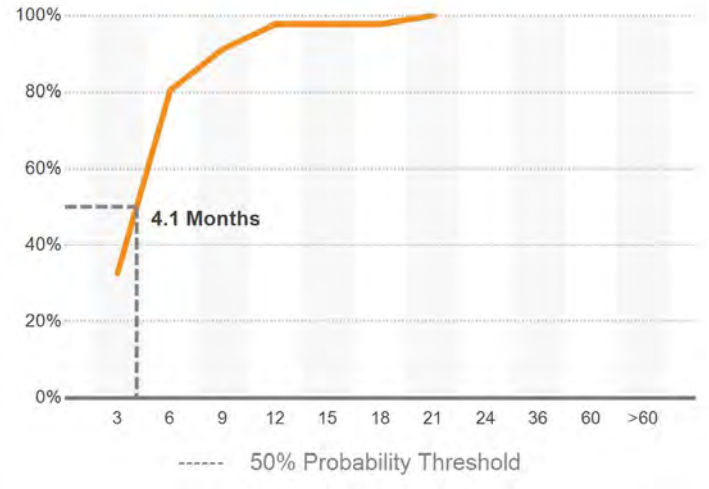
OCCUPANCY AT SALE



MONTHS TO SALE



PROBABILITY OF SELLING IN MONTHS



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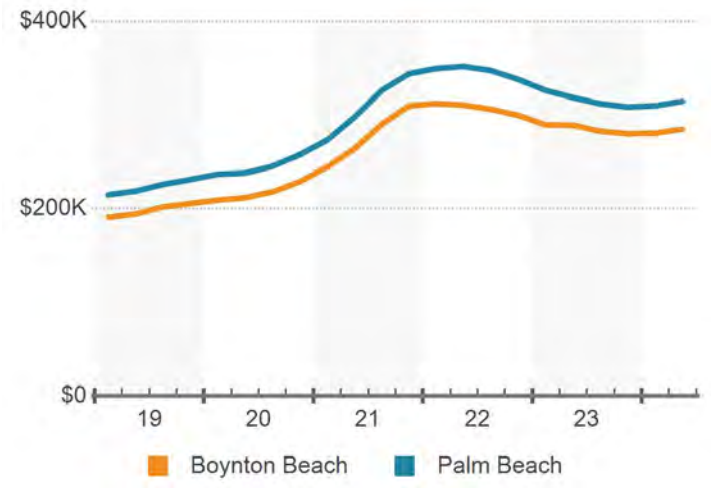
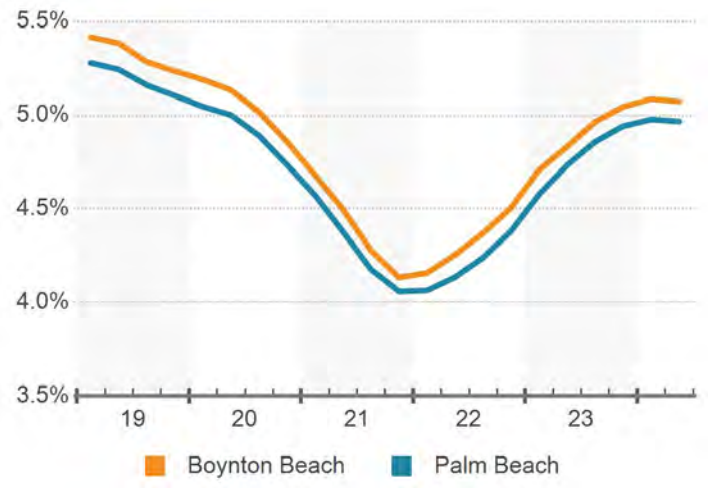
Market Pricing

MARKET SALE PRICE PER UNIT



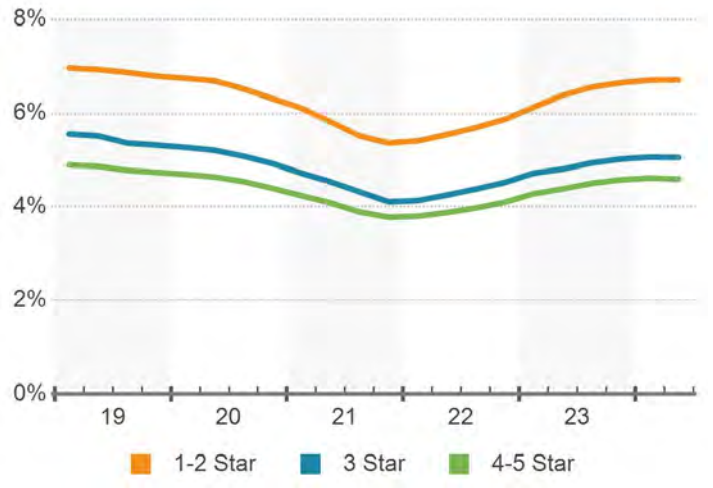
MARKET CAP RATE



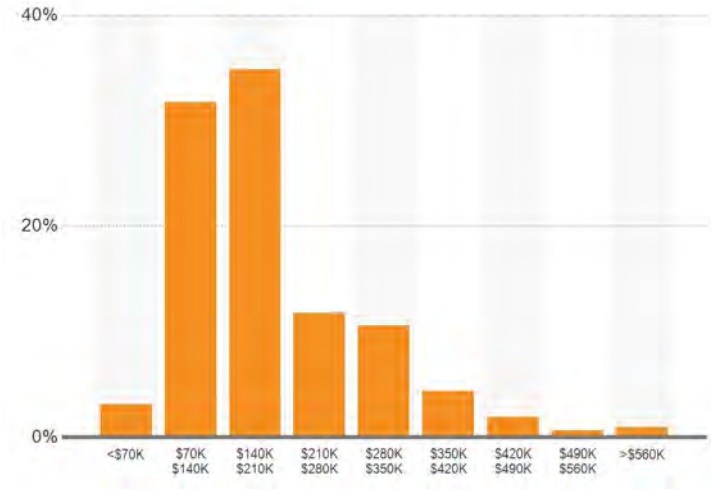
MARKET SALE PRICE PER UNIT BY STAR RATING



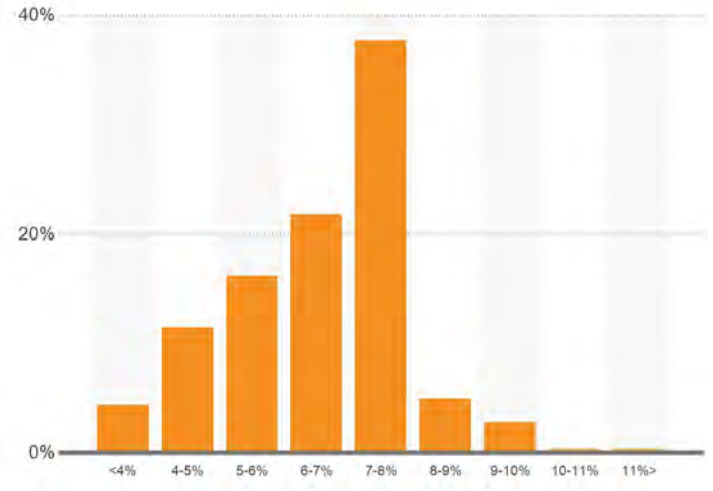
MARKET CAP RATE BY STAR RATING



MARKET SALE PRICE PER UNIT DISTRIBUTION



MARKET CAP RATE DISTRIBUTION



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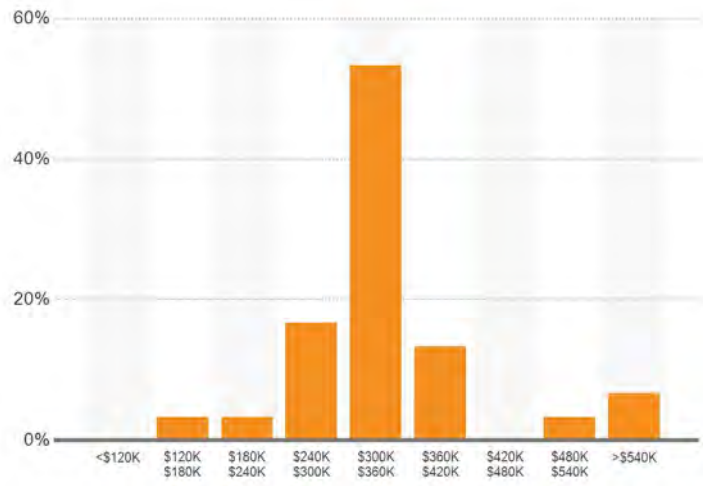
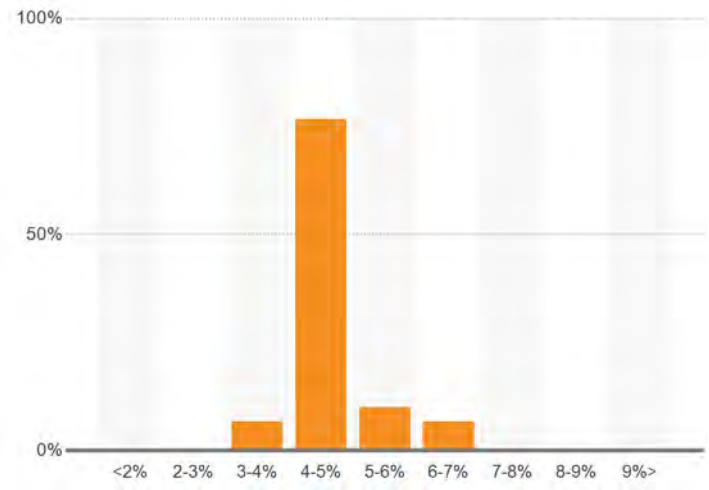
Market Pricing

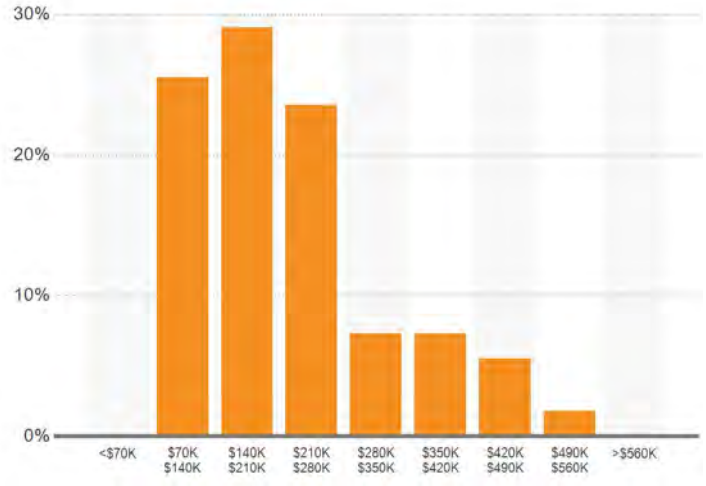
4-5 STAR MARKET SALE PRICE PER UNIT DISTRIBUTION



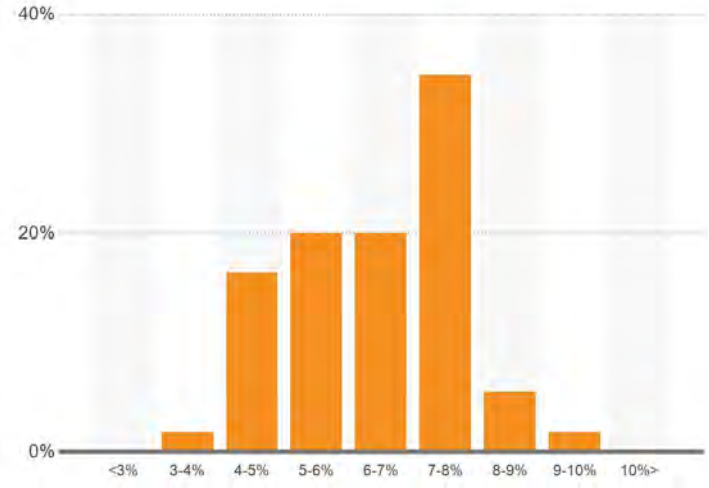
4-5 STAR MARKET CAP RATE DISTRIBUTION



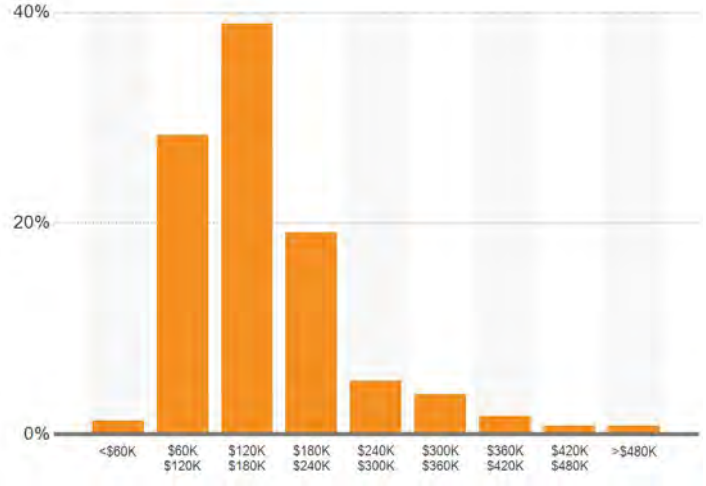
3 STAR MARKET SALE PRICE PER UNIT DISTRIBUTION



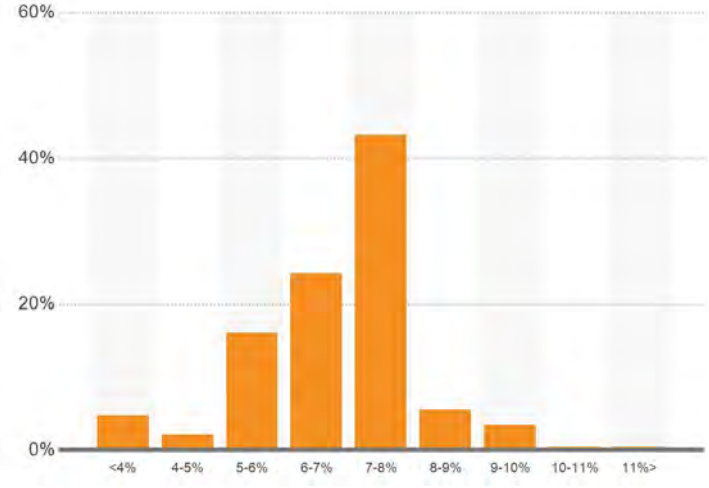
3 STAR MARKET CAP RATE DISTRIBUTION



1-2 STAR MARKET SALE PRICE PER UNIT DISTRIBUTION



1-2 STAR MARKET CAP RATE DISTRIBUTION



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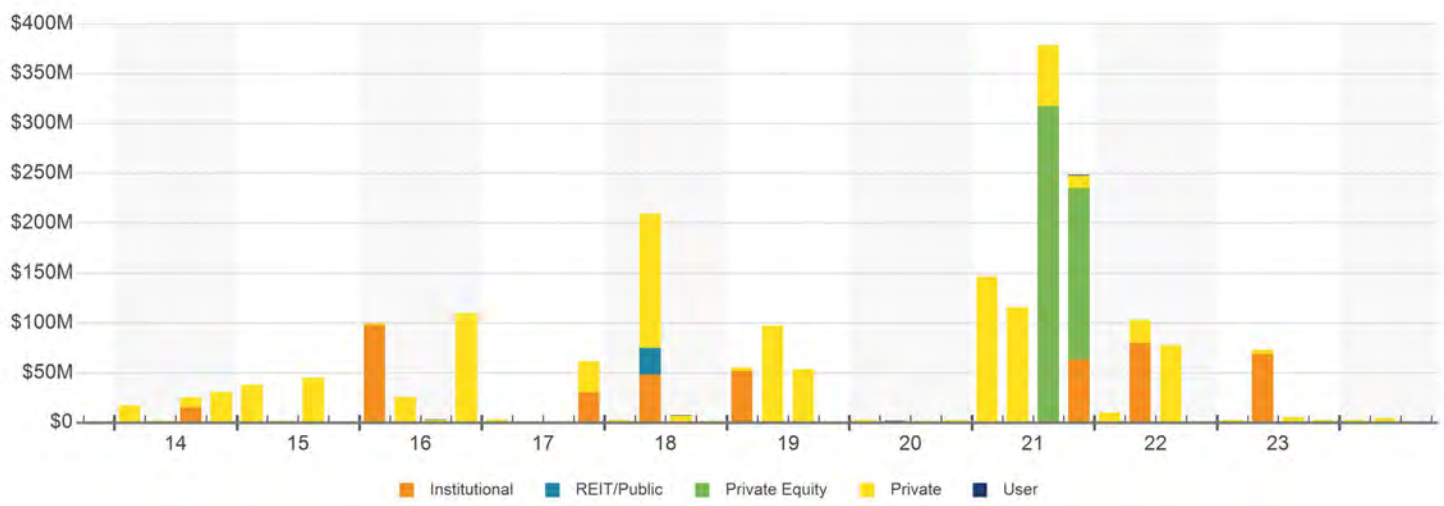
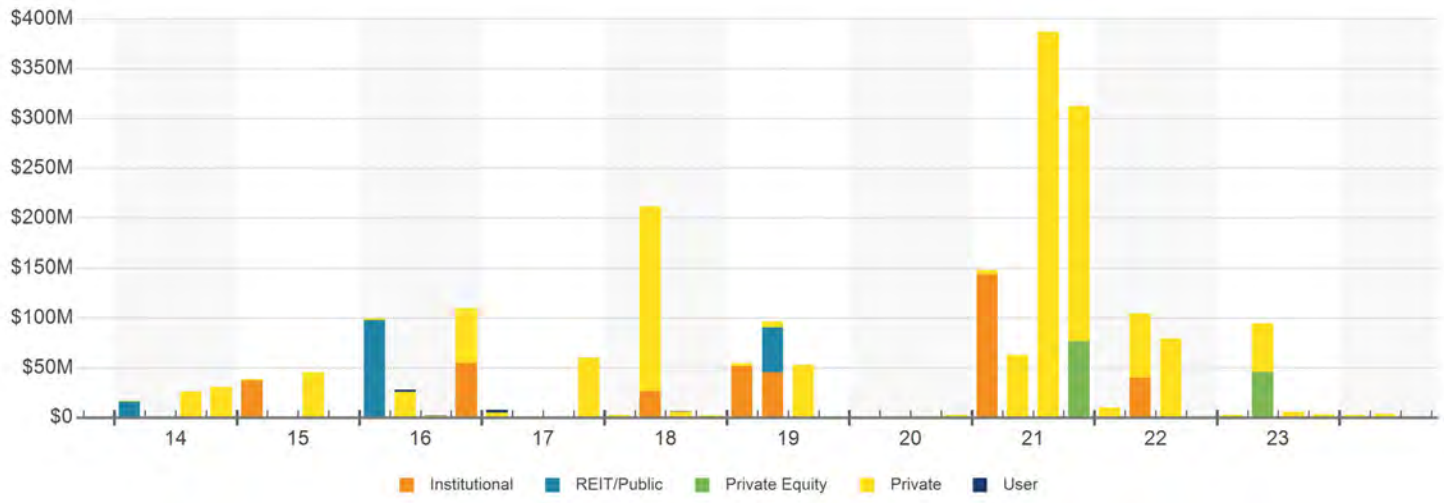
Buying & Selling By Owner Type

Boynton Beach Multi-Family

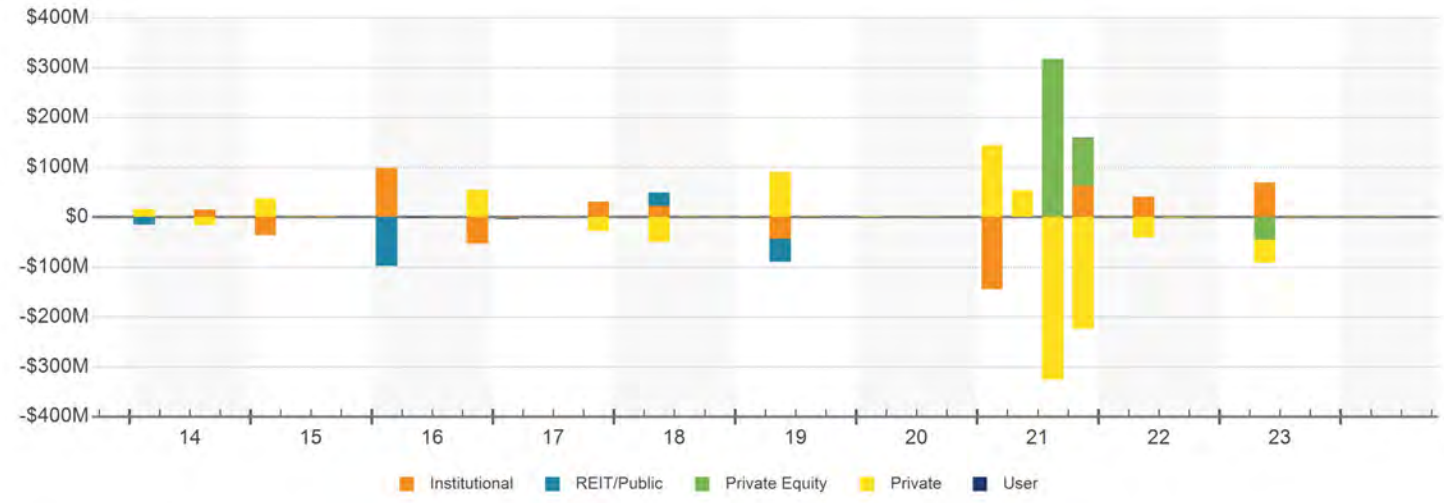
SALES VOLUME BY BUYER TYPE



SALES VOLUME BY SELLER TYPE



NET BUYING & SELLING BY OWNER TYPE



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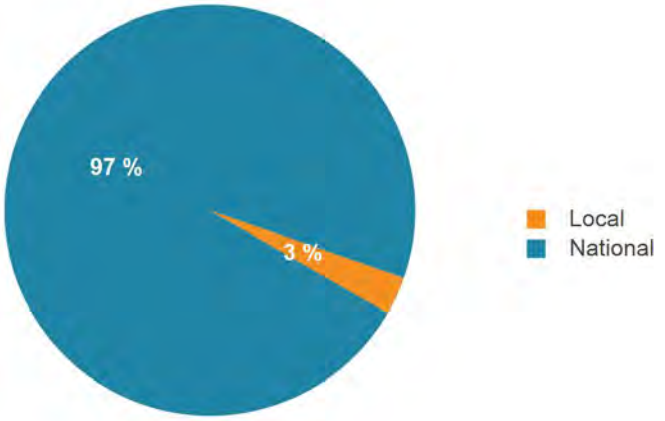
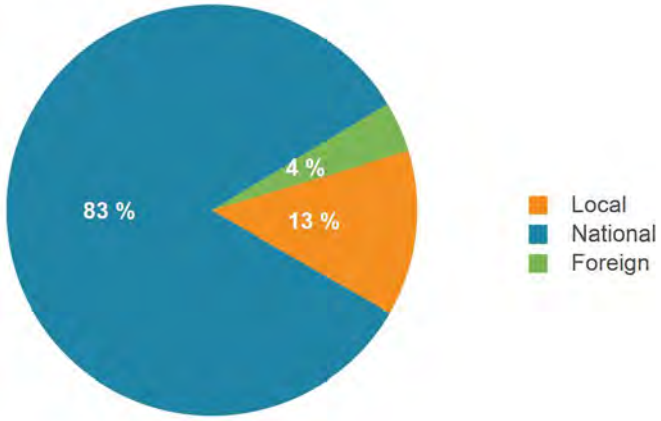
Investment Trends By Buyer & Seller Origin

Boynton Beach Multi-Family

SALES VOLUME BY BUYER ORIGIN PAST 12 MONTHS



ASSET VALUE BY OWNER ORIGIN



SALES VOLUME BY OWNER ORIGIN

	Total	Local			National			Foreign		
Year	Sales Volume	Bought	Sold	Net Trans	Bought	Sold	Net Trans	Bought	Sold	Net Trans
YTD	$11.8M	$3.9M	$7.8M	-$4M	$5.9M	$3.9M	$2M	-	-	-
2023	$159.8M	$2.8M	$9M	-$6.2M	$157M	$150.8M	$6.2M	-	-	-
2022	$199M	$19M	$28.5M	-$9.4M	$177.2M	$99.5M	$77.6M	-	$71M	-$71M
2021	$968.9M	$8.1M	$198.6M	-$190.5M	$956.8M	$767M	$189.8M	-	-	-
2020	$13.9M	$6.1M	$4.7M	$1.4M	$7.8M	$9.2M	-$1.4M	-	-	-
2019	$217.9M	$61.5M	$7.9M	$53.6M	$155.8M	$209.5M	-$53.6M	-	-	-
2018	$230.9M	$4.1M	$119.8M	-$115.7M	$116.3M	$110.2M	$6.1M	$109.7M	-	$109.7M
2017	$79M	$7.8M	$10.5M	-$2.7M	$68M	$68.5M	-$489K	-	-	-
2016	$243.9M	$5.5M	$31.2M	-$25.8M	$237.8M	$212.6M	$25.2M	$69.2K	$87.5K	-$18.3K
2015	$86.6M	$4.3M	$4M	$378K	$81.4M	$45.8M	$35.6M	$780K	$36.8M	-$36M
2014	$97.2M	$11.4M	$8M	$3.4M	$85.3M	$74.1M	$11.2M	$510K	$15.1M	-$14.6M

SALE PRICE PER UNIT BY BUYER ORIGIN



CAP RATE BY BUYER ORIGIN



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Submarket Sales Trends

Boynton Beach Multi-Family

SUBMARKET SALES TRANSACTIONS PAST 12 MONTHS

Submarket Name	Sales Volume	Transactions	Transacted Units	Avg Units	Mkt Cap Rate	Mkt Sale Price/Unit
West Palm Beach	$290,844,520	22	1,326	60	5.0%	$305,556
Royal Palm Beach/Wellington	$184,544,935	2	685	343	4.7%	$300,359
Boynton Beach	$164,784,398	17	496	29	5.1%	$284,971
Boca Raton	$147,787,600	4	313	78	4.8%	$380,558
Palm Beach Gardens/Jupiter	$119,711,000	5	539	108	4.7%	$338,057
Greenacres	$75,000,000	3	298	99	5.2%	$236,425
Delray Beach	$2,500,000	1	8	8	4.7%	$384,017
Belle Glade	$350,000	1	8	8	7.6%	$60,605

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Recent Significant Sales



900 Water Tower Way • Manor Lantana

Water Tower Commons • Lantana, FL 33462

Sale Date	Jun 2023	Buyer	The Praedium Group (USA)
Sale Price	$138M ($396.6K/Unit)	Seller	Related Development, LLC (USA) +1
Leased	84%	Sale Type	Investment
Hold Period	29 Months		
Units	348		
Year Built	2021		



202 Lucerne Ave

Lake Worth, FL 33460

Sale Date	Aug 2023	Buyer	Ajz Investment Incorporated (USA)
Sale Price	$2.9M ($219.2K/Unit)	Broker	Marcus & Millichap
Cap Rate	5.9% (Actual)	Seller	Marco & Deborah Seidman (USA)
Leased	100%	Broker	Marcus & Millichap
Hold Period	53 Months	Sale Type	Investment
Units	13		
Year Built	1974		



400 Waterway Dr

Lantana, FL 33462

Sale Date	May 2024	Buyer	Omid Esmailzadegan (USA)
Sale Price	$2.8M ($154.2K/Unit)	Seller	Turk Marvin B (USA)
Leased	100%	Broker	Strategic Realty Services, LLC
Hold Period	20+ Years	Sale Type	Investment
Units	18	Sale Cond	High Vacancy Property
Year Built	1979		



901 N F St

Lake Worth, FL 33460

Sale Date	Aug 2023	Buyer	Stephen P Bishop (USA)
Sale Price	$2.4M ($150K/Unit)	Seller	William Feldkamp (USA)
Leased	100%	Sale Type	Investment
Hold Period	120 Months		
Units	16		
Year Built	1967		



1850 Palm Trl

Delray Beach, FL 33483

Sale Date	Dec 2023	Buyer	Joseph Battaglia (USA)
Sale Price	$2.4M ($296.9K/Unit)	Seller	Barry Rubin (USA)
Leased	100%	Sale Type	Investment
Hold Period	25 Months		
Units	8		
Year Built	1972		

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Recent Significant Sales



828 Lake Ave N

Delray Beach, FL 33483

Sale Date	Feb 2024	Buyer	Joseph J Battaglia (USA)
Sale Price	$2.4M ($337.5K/Unit)	Seller	Grecia Larkin (USA) +1
Leased	94%	Sale Type	Investment
Hold Period	57 Months		
Units	7		
Year Built	1965		



223-231 S Palmway

Lake Worth, FL 33460

Sale Date	Apr 2024	Buyer	Nichole Garcia (USA)
Sale Price	$2.3M ($258.9K/Unit)	Broker	ONE Commercial Real Estate
Cap Rate	6.4% (Actual)	Seller	Stephen Marcuccio (USA)
Leased	93%	Broker	ONE Commercial Real Estate
Hold Period	20+ Years	Sale Type	Investment
Units	9		
Year Built	1947 (Renov 2021)		



1741 4th Ave N

Lake Worth Beach, FL 33460

Sale Date	Jun 2024	Broker	Champagne & Parisi Real Estate
Sale Price	$2M ($197.5K/Unit)	Seller	Travis Mack (USA)
Cap Rate	6.2% (Actual)	Broker	RE/MAX Consultants Realty I
Leased	100%	Sale Type	Investment
Hold Period	20+ Years		
Units	10		
Year Built	1964		



1025-1029 S K St • South K Street Apartments

Lake Worth, FL 33460

Sale Date	Jun 2023	Buyer	Harris Markowitz (USA)
Sale Price	$1.5M ($153K/Unit)	Seller	Michael Herzog (USA)
Cap Rate	6.4% (Actual)	Broker	ONE Commercial Real Estate
Leased	100%	Sale Type	Investment
Hold Period	97 Months	Sale Cond	Assemblage
Units	10		
Year Built	1965		



1001 S Federal Hwy

Lake Worth, FL 33460

Sale Date	Feb 2024	Buyer	Matthew Ryan (USA)
Sale Price	$1.3M ($162.5K/Unit)	Broker	BitRealty
Cap Rate	9.0% (Actual)	Seller	Pirkko Pedersen (USA)
Leased	94%	Broker	Platinum Properties Real Estate Inc
Hold Period	20+ Years	Sale Type	Investment
Units	8	Sale Cond	Deferred Maintenance
Year Built	1958		

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Recent Significant Sales



131 S Federal Hwy

Lake Worth, FL 33460

Sale Date	Aug 2023	Buyer	Matthew Ryan (USA)
Sale Price	$1.3M ($254K/Unit)	Seller	Access USA Realty Inc (USA)
Leased	0%	Broker	BitRealty
Hold Period	22 Months	Sale Type	Investment
Units	5		
Year Built	1924		



301 S M St

Lake Worth, FL 33460

Sale Date	Sep 2023	Buyer	The MCR Group (USA)
Sale Price	$1.3M ($251.4K/Unit)	Seller	Wali Khan (USA)
Cap Rate	4.0% (Actual)	Broker	Marcus & Millichap
Leased	60%	Sale Type	Investment
Hold Period	27 Months		
Units	5		
Year Built	1925		



320 NE 13th Ave

Boynton Beach, FL 33435

Sale Date	Dec 2023	Buyer	Zagury Scott P.A (USA)
Sale Price	$1.2M ($120K/Unit)	Broker	Fatherson Realty, Inc.
Leased	100%	Seller	Ljm Investor Group Llc (USA)
Hold Period	48 Months	Broker	Fatherson Realty, Inc.
Units	10	Sale Type	Investment
Year Built	1957 (Renov 2015)		



926 N L St

Lake Worth, FL 33460

Sale Date	Dec 2023	Buyer	Alex J Cohen (USA)
Sale Price	$1.1M ($137.5K/Unit)	Broker	Coldwell Banker Hometown Real Estate
Leased	94%	Seller	Karin Lurtz (USA)
Hold Period	20+ Years	Broker	Coldwell Banker Hometown Real Estate
Units	8	Sale Type	Investment
Year Built	1974	Sale Cond	Distress Sale,Deferred Maintenance,Hi…



214-216 S M St

Lake Worth, FL 33460

Sale Date	Oct 2023	Buyer	Gregory T Chudecke (USA)
Sale Price	$1.1M ($210K/Unit)	Broker	Keller Williams Realty of the Palm Bea…
Cap Rate	6.4% (Actual)	Seller	Jack B. Turner (USA)
Leased	0%	Broker	ONE Commercial Real Estate
Hold Period	23 Months	Sale Type	Investment
Units	5	Sale Cond	High Vacancy Property,Furniture, Fixtu…
Year Built	1926 (Renov 2021)		

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Recent Significant Sales

Boynton Beach Multi-Family



915 S Dixie Hwy

Lake Worth, FL 33460

Sale Date	Apr 2024	Buyer	Oleg Alba (USA)
Sale Price	$1M ($91.8K/Unit)	Broker	The Keyes Company
Leased	93%	Seller	Anil Lakum (USA)
Hold Period	111 Months	Broker	The Keyes Company
Units	11	Sale Type	Investment
Year Built	1950 (Renov 2016)		

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Players

TOP OWNERS

Company Name	Owned Units	Owned Props	Avg Units	12 Mo Bought	12 Mo Sold	12 Mo Net Trans
Olen Properties	1,267	3	422	-	-	-
Blackstone Inc.	976	3	325	-	-	-
Blackstone Real Estate Income Trust,…	976	3	325	-	-	-
Northland	683	2	341	-	-	-
Advenir, Inc.	616	2	308	-	-	-
Starwood Capital Group	548	1	548	-	-	-
Caisse de dépôt et placement du Qué…	466	1	466	-	-	-
IMT Residential	466	1	466	-	-	-
Ivanhoé Cambridge	466	1	466	-	-	-
Heitman America Real Estate Trust	456	1	456	-	-	-
The Dermot Company	456	1	456	-	-	-
The Shidler Group	433	1	433	-	-	-
Reath.ai	433	1	433	-	-	-
PRG Real Estate Management, Inc.	416	1	416	-	-	-
Aspen Square Management	404	1	404	-	-	-
The NHP Foundation	384	1	384	-	-	-
Olympus Properties	360	1	360	-	-	-
Morguard Corporation	351	2	175	-	-	-
Morguard Investments Limited	351	2	175	-	-	-
TIAA	350	1	350	-	-	-
Nuveen	350	1	350	-	-	-
The Praedium Group	348	1	348	$138,000,000	-	$138,000,000
Avanti Residential	341	1	341	-	-	-
Compson Associates, Inc.	338	1	338	-	-	-
Walton Street Capital, LLC	324	1	324	-	-	-
Isram Realty & Management Inc.	319	1	319	-	-	-
Acumen Real Estate II LLC	288	1	288	-	-	-
Belcrest Realty Corporation	280	1	280	-	-	-
Klingbeil Capital Management	280	1	280	-	-	-
Banner Oak Capital Partners, LP	250	1	250	-	-	-
Affiliated Development	240	1	240	-	-	-
ESG Kullen	219	1	219	-	-	-
Waterton	216	1	216	-	-	-
MLG Asset Management LLC	214	1	214	-	-	-
Sunny Side In Florida LLC	201	7	28	-	-	-
Affiliated Development	200	1	200	-	-	-
Yuksel, Inc.	196	2	98	-	-	-
CalPERS	188	1	188	-	-	-
GID Investment Advisors LLC	188	1	188	-	-	-
Preston Giuliano Capital Partners	127	1	127	-	-	-
Robbins Property Associates, LLC	127	1	127	-	-	-
Preston Giuliano Capital Partners	127	1	127	-	-	-

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Players

TOP BUYERS PAST 12 MONTHS

Company Name	Sales Volume	Transactions	Transacted Units	Avg Units	Cap Rate	Sale Price/Unit
The Praedium Group	$138,000,000	1	348	348	-	$396,552
Ajz Investment Incorporated	$2,850,000	1	13	13	5.9%	$219,231
Omid Esmailzadegan	$2,775,000	1	18	18	-	$154,167
Matthew Ryan	$2,570,000	2	13	7	9.0%	$197,692
Stephen P Bishop	$2,400,000	1	16	16	-	$150,000
Joseph Battaglia	$2,375,000	1	8	8	-	$296,875
Joseph J Battaglia	$2,362,500	1	7	7	-	$337,500
Nichole Garcia	$2,330,000	1	9	9	6.4%	$258,889
Harris Markowitz	$1,530,000	1	10	10	6.4%	$153,000
The MCR Group	$1,256,898	1	5	5	4.0%	$251,380
Zagury Scott P.A	$1,200,000	1	10	10	-	$120,000
Alex J Cohen	$1,100,000	1	8	8	-	$137,500
Gregory T Chudecke	$1,050,000	1	5	5	6.4%	$210,000
Oleg Alba	$1,010,000	1	11	11	-	$91,818

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Players

TOP SELLERS PAST 12 MONTHS

Company Name	Sales Volume	Transactions	Transacted Units	Avg Units	Cap Rate	Sale Price/Unit
Related Development, LLC	$69,000,000	1	174	174	-	$396,552
Rockpoint	$69,000,000	1	174	174	-	$396,552
Marco & Deborah Seidman	$2,850,000	1	13	13	5.9%	$219,231
Turk Marvin B	$2,775,000	1	18	18	-	$154,167
William Feldkamp	$2,400,000	1	16	16	-	$150,000
Barry Rubin	$2,375,000	1	8	8	-	$296,875
Stephen Marcuccio	$2,330,000	1	9	9	6.4%	$258,889
Travis Mack	$1,975,000	1	10	10	6.2%	$197,500
Michael Herzog	$1,530,000	1	10	10	6.4%	$153,000
Pirkko Pedersen	$1,300,000	1	8	8	9.0%	$162,500
Access USA Realty Inc	$1,270,000	1	5	5	-	$254,000
Wali Khan	$1,256,898	1	5	5	4.0%	$251,380
Ljm Investor Group Llc	$1,200,000	1	10	10	-	$120,000
Grecia Larkin	$1,181,250	1	3	3	-	$393,750
Kenneth J Goodman	$1,181,250	1	3	3	-	$393,750
Karin Lurtz	$1,100,000	1	8	8	-	$137,500
Jack B. Turner	$1,050,000	1	5	5	6.4%	$210,000
Anil Lakum	$1,010,000	1	11	11	-	$91,818

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TOP BROKERS PAST 12 MONTHS

Company Name	Sales Volume	Transactions	Transacted Units	Avg Units	Cap Rate	Sale Price/Unit
ONE Commercial Real Estate	$7,240,000	4	33	8	6.4%	$219,394
Marcus & Millichap	$6,956,898	3	31	10	5.2%	$224,416
Keller Williams Realty	$3,450,000	3	25	8	6.4%	$138,000
The Keyes Company - Commercial Sales &…	$3,320,000	3	30	10	9.0%	$110,667
Strategic Realty Services, LLC	$2,775,000	1	18	18	-	$154,167
BitRealty	$2,570,000	2	13	7	9.0%	$197,692
Anywhere	$2,200,000	2	16	8	-	$137,500
Champagne & Parisi Real Estate	$1,975,000	1	10	10	6.2%	$197,500
RE/MAX	$1,975,000	1	10	10	6.2%	$197,500

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OVERALL SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2028	-	-	-	-	-	-	$370,293	447	4.7%
2027	-	-	-	-	-	-	$341,516	412	4.9%
2026	-	-	-	-	-	-	$314,979	380	5.1%
2025	-	-	-	-	-	-	$291,700	352	5.3%
2024	-	-	-	-	-	-	$279,497	337	5.2%
YTD	6	$11.8M	0.4%	$1,958,750	$186,548	7.2%	$284,971	344	5.1%
2023	18	$159.8M	4.8%	$11,415,493	$343,692	5.2%	$280,117	338	5.0%
2022	29	$199M	4.8%	$8,651,470	$312,376	4.7%	$299,759	362	4.5%
2021	44	$968.9M	25.9%	$26,915,218	$304,127	5.8%	$309,833	374	4.1%
2020	15	$13.9M	1.3%	$1,155,543	$89,461	6.5%	$228,931	276	4.9%
2019	35	$217.9M	12.6%	$7,780,689	$180,049	6.7%	$205,557	248	5.2%
2018	24	$230.9M	12.3%	$10,995,488	$157,938	6.5%	$186,081	225	5.5%
2017	32	$79M	4.1%	$3,588,818	$206,686	7.0%	$176,100	212	5.5%
2016	28	$243.9M	12.8%	$11,086,226	$180,397	7.6%	$166,638	201	5.6%
2015	18	$86.6M	7.5%	$5,770,800	$112,858	7.9%	$159,094	192	5.6%
2014	17	$97.2M	10.1%	$6,075,250	$91,529	7.9%	$142,776	172	5.8%
2013	24	$128.7M	11.5%	$6,434,679	$118,721	7.8%	$128,226	155	6.2%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

4 & 5 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2028	-	-	-	-	-	-	$423,816	467	4.2%
2027	-	-	-	-	-	-	$390,346	430	4.4%
2026	-	-	-	-	-	-	$359,525	396	4.6%
2025	-	-	-	-	-	-	$332,538	366	4.8%
2024	-	-	-	-	-	-	$318,487	351	4.8%
YTD	-	-	-	-	-	-	$324,841	358	4.6%
2023	2	$138M	6.5%	$138,000,000	$396,552	-	$318,692	351	4.6%
2022	3	$162M	5.2%	$53,983,333	$379,274	3.7%	$341,661	376	4.1%
2021	8	$895.5M	37.9%	$127,932,143	$328,995	3.5%	$350,035	385	3.8%
2020	-	-	-	-	-	-	$263,397	290	4.4%
2019	4	$190.1M	19.1%	$63,350,000	$197,969	4.5%	$236,932	261	4.7%
2018	5	$206.4M	19.1%	$41,270,471	$169,558	4.7%	$216,458	238	4.9%
2017	1	$60.4M	3.4%	$60,350,000	$321,011	4.6%	$204,766	225	5.0%
2016	2	$133.4M	11.6%	$66,675,000	$221,512	5.3%	$193,423	213	5.0%
2015	1	$35.5M	4.4%	$35,500,000	$165,888	4.8%	$182,874	201	5.1%
2014	1	$32M	8.4%	$32,000,000	$79,208	6.5%	$162,574	179	5.3%
2013	3	$117.1M	20.2%	$39,039,340	$141,106	4.8%	$145,116	160	5.6%

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3 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2028	-	-	-	-	-	-	$353,876	436	4.6%
2027	-	-	-	-	-	-	$326,285	402	4.8%
2026	-	-	-	-	-	-	$300,881	371	5.1%
2025	-	-	-	-	-	-	$278,800	344	5.2%
2024	-	-	-	-	-	-	$267,558	330	5.2%
YTD	1	$2.3M	0.3%	$2,330,000	$258,889	6.4%	$273,462	337	5.1%
2023	1	$1.2M	0.2%	$1,150,000	$191,667	4.8%	$269,219	332	5.0%
2022	6	$11.6M	1.9%	$1,933,917	$187,153	4.2%	$283,396	349	4.5%
2021	6	$24.3M	5.1%	$4,869,000	$154,082	6.6%	$298,030	368	4.1%
2020	3	$4.3M	1.3%	$1,434,267	$102,448	5.4%	$210,954	260	4.9%
2019	10	$10.4M	3.0%	$1,294,531	$124,774	6.7%	$188,630	233	5.3%
2018	4	$5.8M	0.9%	$1,925,000	$231,000	5.8%	$165,102	204	5.6%
2017	2	$2.3M	0.8%	$1,125,000	$86,538	7.0%	$156,275	193	5.7%
2016	4	$99.9M	18.5%	$24,972,433	$170,460	-	$148,058	183	5.8%
2015	3	$38M	10.9%	$12,666,667	$109,827	6.5%	$144,660	178	5.7%
2014	3	$45.6M	12.9%	$15,208,333	$111,280	5.6%	$132,044	163	5.9%
2013	1	$445K	0.3%	$445,000	$55,625	11.0%	$119,909	148	6.2%

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(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

1 & 2 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2028	-	-	-	-	-	-	$216,020	366	6.3%
2027	-	-	-	-	-	-	$201,145	341	6.5%
2026	-	-	-	-	-	-	$187,225	317	6.7%
2025	-	-	-	-	-	-	$174,544	296	6.9%
2024	-	-	-	-	-	-	$167,084	283	6.9%
YTD	5	$9.4M	2.1%	$1,884,500	$174,491	7.6%	$168,981	287	6.7%
2023	15	$20.7M	5.2%	$1,722,242	$186,188	5.2%	$167,542	284	6.6%
2022	20	$25.4M	7.5%	$1,816,450	$171,826	5.1%	$184,201	312	5.9%
2021	30	$49.1M	14.2%	$2,044,911	$160,385	5.8%	$193,172	328	5.4%
2020	12	$9.6M	5.4%	$1,062,635	$84,635	6.8%	$140,594	238	6.3%
2019	21	$17.5M	7.4%	$1,026,650	$104,509	6.9%	$125,977	214	6.8%
2018	15	$18.8M	9.4%	$1,444,454	$85,354	8.3%	$115,853	196	7.0%
2017	29	$16.4M	9.6%	$860,737	$97,345	7.5%	$109,869	186	7.1%
2016	22	$10.7M	8.4%	$666,078	$64,983	8.0%	$104,839	178	7.2%
2015	14	$13.1M	8.9%	$1,187,455	$63,101	9.0%	$101,161	172	7.1%
2014	13	$19.6M	9.9%	$1,631,583	$78,948	8.3%	$92,638	157	7.4%
2013	20	$11.1M	11.5%	$695,659	$45,246	8.7%	$84,200	143	7.9%

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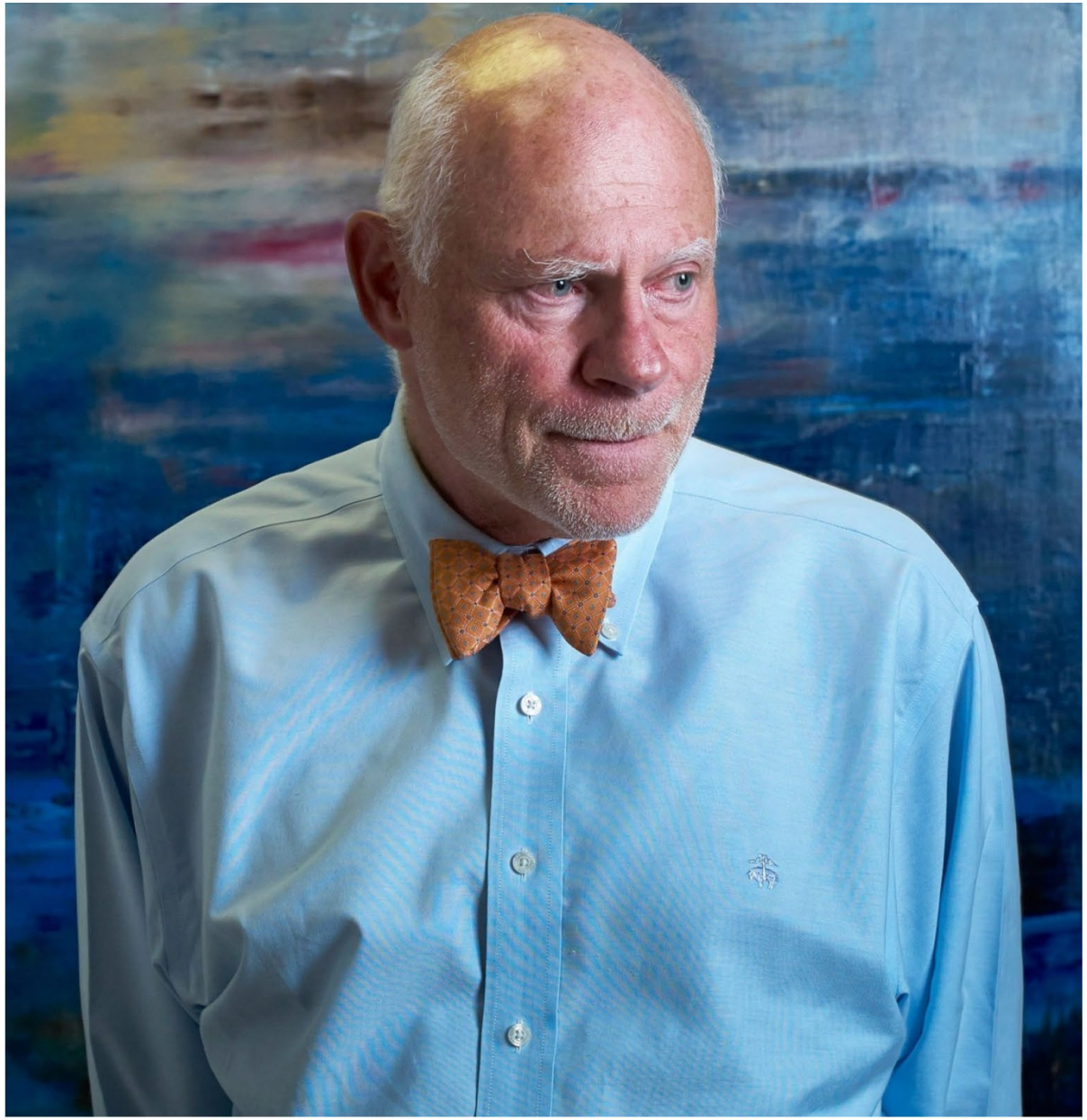
TIME EQUITIES INC.



TOWN SQUARE
North/South Parcels

TIF Request
Boynton Beach CRA
1.14.25



Francis Greenburger

Chairman & CEO

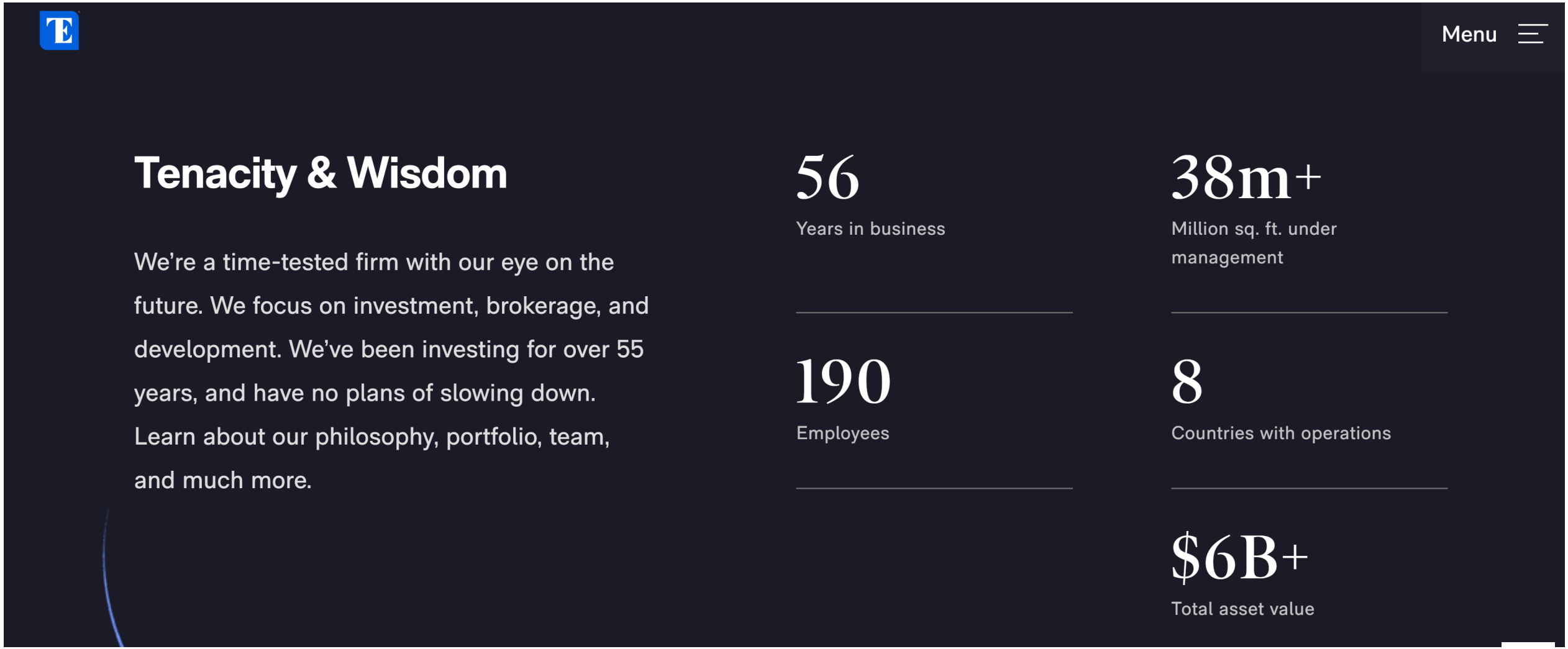


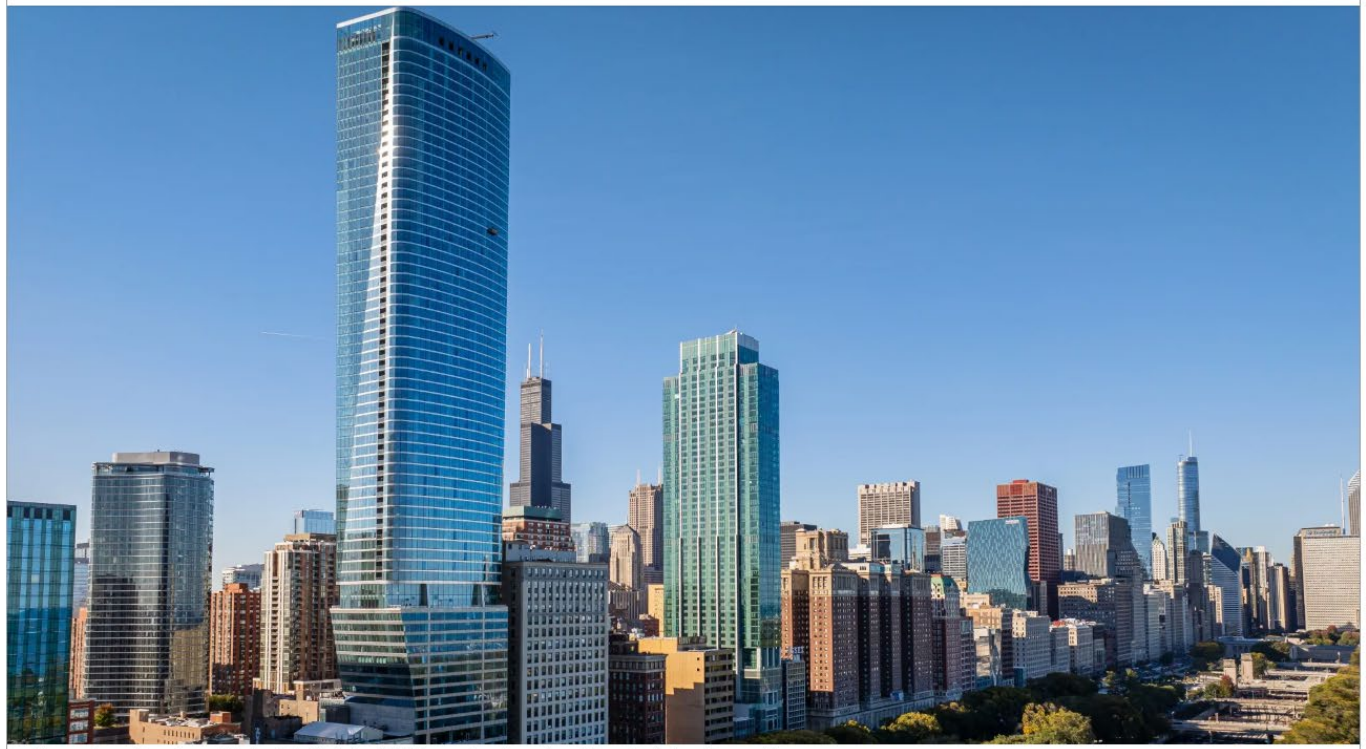
Robert Kantor

President & COO

TIME EQUITIES INC

TIME EQUITIES INC.





The new tower from the architectural studio Jahn, 1000M, earned on its spot on Chicago's skyline. *Source: Jahn*

Citylab | Design

A Chicago Skyscraper Cements the Legacy of a Visionary Postmodern Architect

The new tower, 1000M, and ongoing work to restore the city's famed Thompson Center showcase the lasting influence of Helmut Jahn on the Chicago cityscape.

By Mark Byrnes

December 7, 2024 at 8:00 AM EST

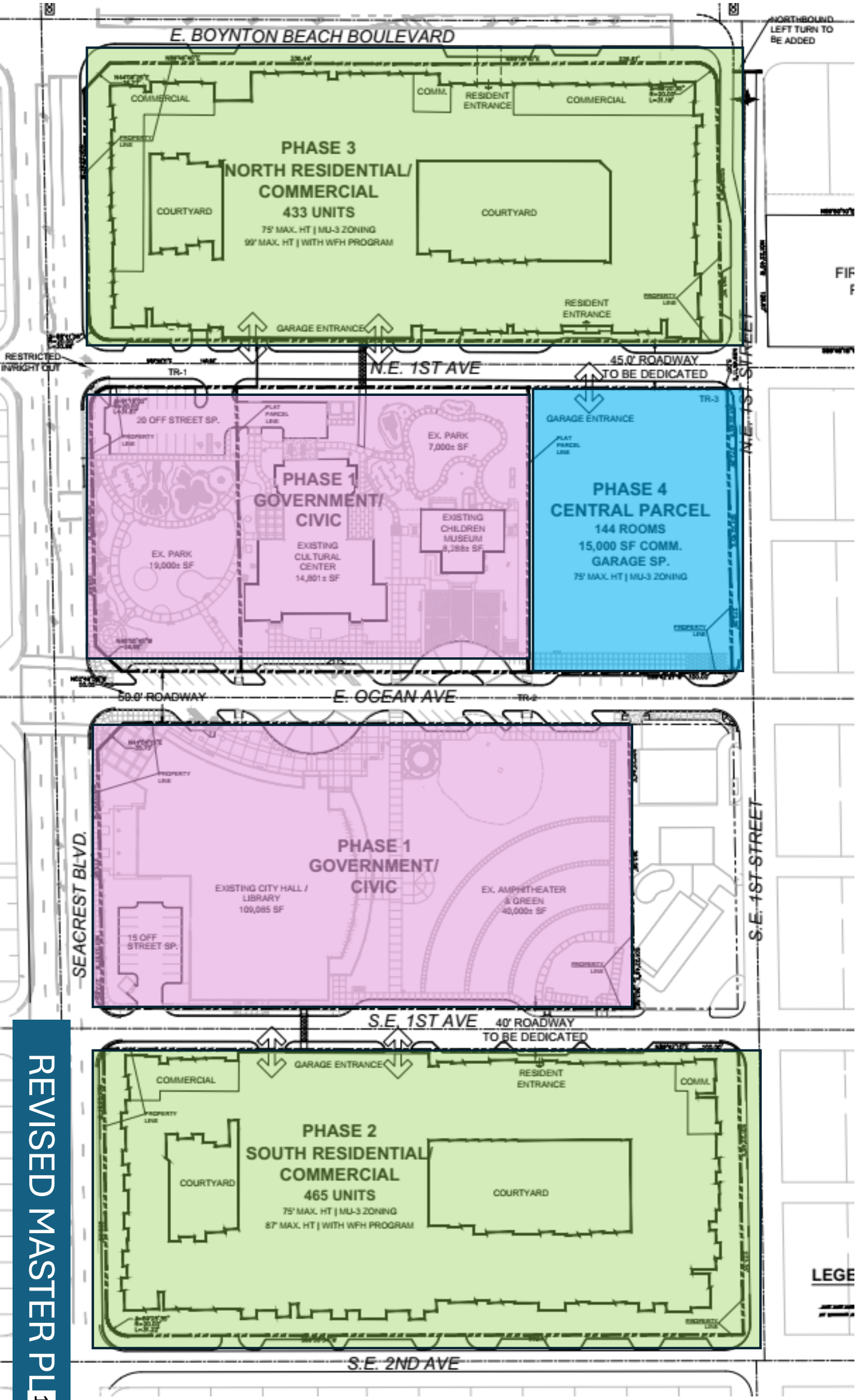
Town Square Background

- **2022/2023** | TEI negotiations with City/JKM to take over the private portion of the Town Square PPP

- **May 2023** | City Commission approved Town Square Development Agreement which allowed:
  - all litigation with City/JKM to be resolved – including a $5MM settlement payment to City
  - land swap – creating better development parcels for both TEI and City
  - agreements for City/public parking to be incorporated into the development plan
  - TEI to purchase the North/South parcels
  - TEI to improve the Public/Private components of the Master Plan
  - establishment of the PPP terms for implementation of the development plan

- **May 2024** | City Commission approved Site Plans of North/South Parcels with improved layouts, architecture, increased commercial space, pedestrian amenities and incorporated public parking.

- Town Square greatly influences the future of the City/CRA. These prior efforts and the TIF request is necessary for the viable development of Town Square North/South Parcels and will have direct financial benefits for the City/CRA including ~$8.5MM/year bond interest payments through 2045.



REVISED MASTER PL 1043

Overview

	South Parcel/Phs. 1	North Parcel/Phs. 2	Total
Res. Units	465	433	**898**
Total Parking Spaces	1,005	1,049	**2,054**
City Parking Spaces	224	249	**473**
Retail SF	6,500	17,000	**23,500**
Site Plan Approved	Yes, Spring 2024	Yes, Spring 2024	

Development Cost

	South Parcel/Phs. 1	North Parcel/Phs. 2	Total
Land Cost	22,000,000	22,000,000	**44,000,000**
Hard/Soft Cost	200,000,000	200,000,000	**400,000,000**
Total Dev. Cost	**222,000,000**	**222,000,000**	**444,000,000**


1045














CAFE
RETAIL
SHOP


COFFEE
SHOP

Bonnie Miskel – Miskel Backman LLP

TIF Award is Key to Unlocking Town Square

- At a cost of $~450MM, the Town Square Residential project is set to be the largest, most expensive, most impactful development in the history of Boynton Beach.

- Without TIF to fund the Fiscal Gap, the project is not economically viable and cannot move forward.

- Fiscal Gap is confirmed by independent economists engaged by both the developer and the City.

SOUTH FLORIDA

‘In a holding pattern’: South Florida apartment developers pause projects

It’s not just higher interest rates and skittish banks, as tri-county region has record construction underway amid flatlining of rents

WSJ

Developers Sit on Empty Lots After Historic Apartment Boom

Higher interest rates and flattening rents scuttle projects

By *Will Parker* Follow

June 4, 2024 at 5:30 am ET

Town Square "Fiscal Gap"– TWO PHASES

- Southern Parcel/Master Plan Phase 2:
  - **Fiscal Gap AMT:** $20,000,000
  - **Approx Term:** 10 years
  - **Proposed Start Date for TIF:** July 1, 2026
  - **Currently Required Start Date:** None

- Northern Parcel/Master Plan Phase 3:
  - **Fiscal Gap AMT:** $15,000,000
  - **Approx Term:** 8 years
  - **Proposed Start Date for TIF:** July 1, 2032
  - **Currently Required Start Date:** None

Fiscal Gap/TIF Request

	South Parcel/Phs. 1	North Parcel/Phs. 2	Total
Total TIF Request (TEI)	20,000,000	15,000,000	**35,000,000**
TIF Rebate/Yr.	2,000,000	2,000,000	4,000,000
Est. TIF Yrs.	10	8	
TIF AMT/Fishkind	**33,800,000**	**24,600,000**	**58,400,000**

Construction Start Dates

	South Parcel/Phs. 1	North Parcel/Phs. 2
Req'd. Per Dev. Agmt	None	None
Dates w.TIF	**7/1/2026**	**7/1/2032**

MEMORANDUM

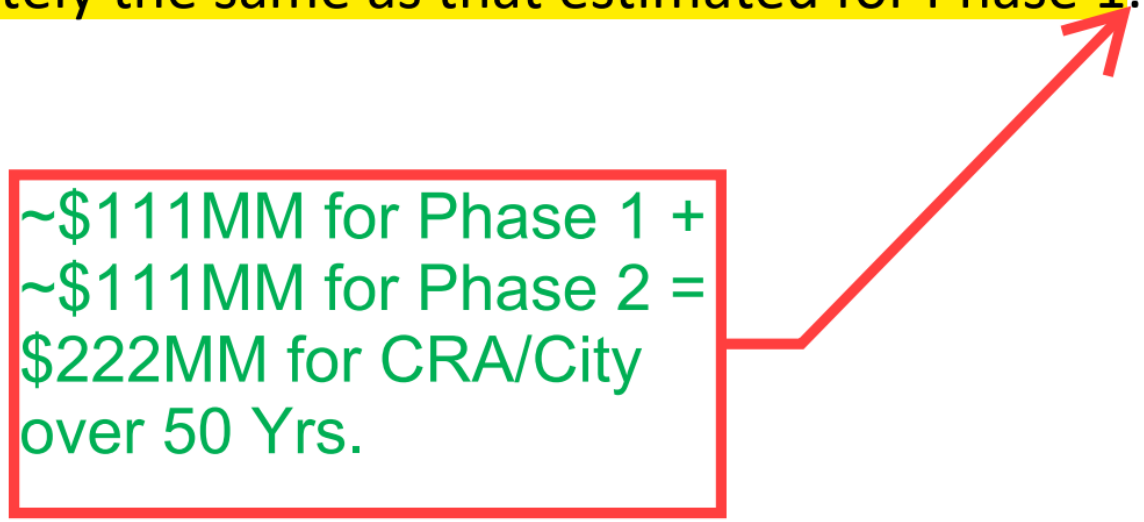
TO: **Timothy Tack, P.E., Assistant Director**
Boynton Beach Community Redevelopment Agency

The developer requests a two-phase TIF award to fill the gap caused by currently challenging market conditions including increases in construction costs, operating expenses and particularly interest rates. The requested award is $20,000,000 for Phase 1 and $15,200,000 for Phase 2 in the form of 95% of the total tax increment revenue, i.e. 100% of the CRA

Based upon our evaluation, we consider the developer's assumptions, generally, to be in a range of reasonableness and that, in the current development market, the project has a feasibility gap that would justify the requested TIF awards, subject to the qualifications discussed below and more fully later in this transmittal.

The City is estimated to receive total incremental tax revenues from the Phase 1 project of $111,000,000 over 50 years of the property's operation (i.e. through 2078). As these revenues would be primarily back-loaded, following the CRA sunset, their present value as of January, 2025 is estimated at only $1,900,000.

Should the proposed TIF award be made for Phase 2, the financial effect to the CRA would vary based on its timing. If construction were to commence three years following that of Phase 1, so the two TIF rebates would end at the same time, the financial effect to the CRA and City would be approximately the same as that estimated for Phase 1.



		ESTIMATED Town Square Development - Public REVENUES				Town Square Public Bond PMTS		
	Year	Inc. RE Tax*	Parking Rev.	Fees	Total	CRA	City	Total
1	2024	$ -	$ -	$ 5,000,000	$ 5,000,000	$ 3,550,000	$ 4,500,000	$ 8,050,000
2	2025	$ -	$ -	$ -	$ -	$ 3,550,000	$ 4,500,000	$ 8,050,000
3	2026	$ -	$ -	$ 9,567,358	$ 9,567,358	$ 3,550,000	$ 4,500,000	$ 8,050,000
4	2027	$ -	$ -	$ -	$ -	$ 3,550,000	$ 4,500,000	$ 8,050,000
5	2028	$ -	$ -	$ -	$ -	$ 3,550,000	$ 4,500,000	$ 8,050,000
6	2029	$ -	$ -	$ -	$ -	$ 3,550,000	$ 4,500,000	$ 8,050,000
7	2030	$ -	$ 337,001	$ 8,740,717	$ 9,077,718	$ 3,550,000	$ 4,500,000	$ 8,050,000
8	2031	$ -	$ 347,111	$ -	$ 347,111	$ 3,550,000	$ 4,500,000	$ 8,050,000
9	2032	$ -	$ 357,524	$ -	$ 357,524	$ 3,550,000	$ 4,500,000	$ 8,050,000
10	2033	$ -	$ 781,724	$ -	$ 781,724	$ 3,550,000	$ 4,500,000	$ 8,050,000
11	2034	$ -	$ 805,176	$ -	$ 805,176	$ 3,550,000	$ 4,500,000	$ 8,050,000
12	2035	$ -	$ 829,331	$ -	$ 829,331	$ 3,550,000	$ 4,500,000	$ 8,050,000
13	2036	$ -	$ 854,211	$ -	$ 854,211	$ 3,550,000	$ 4,500,000	$ 8,050,000
14	2037	$ -	$ 879,837	$ -	$ 879,837	$ 3,550,000	$ 4,500,000	$ 8,050,000
15	2038	$ -	$ 906,232	$ -	$ 906,232	$ 3,550,000	$ 4,500,000	$ 8,050,000
16	2039	$ 2,435,300	$ 933,419	$ -	$ 3,368,719	$ 3,550,000	$ 4,500,000	$ 8,050,000
17	2040	$ 4,860,751	$ 961,422	$ -	$ 5,822,173	$ 3,550,000	$ 4,500,000	$ 8,050,000
18	2041	$ 4,957,966	$ 990,264	$ -	$ 5,948,231	$ 3,550,000	$ 4,500,000	$ 8,050,000
19	2042	$ 5,057,126	$ 1,019,972	$ -	$ 6,077,098	$ 3,550,000	$ 4,500,000	$ 8,050,000
20	2043	$ 5,158,268	$ 1,050,571	$ -	$ 6,208,840	$ 3,550,000	$ 4,500,000	$ 8,050,000
21	2044	$ 5,261,434	$ 1,082,089	$ -	$ 6,343,522	$ 3,550,000	$ 4,500,000	$ 8,050,000
22	2045	$ 5,366,662	$ 1,114,551	$ -	$ 6,481,214	$ 3,550,000	$ 4,500,000	$ 8,050,000
23	2046	$ 5,473,996	$ 1,147,988	$ -	$ 6,621,983	$ -	$ -	$ -
24	2047	$ 5,583,475	$ 1,182,427	$ -	$ 6,765,903	$ -	$ -	$ -
25	2048	$ 5,695,145	$ 1,217,900	$ -	$ 6,913,045	$ -	$ -	$ -
26	2049	$ 5,809,048	$ 1,254,437	$ -	$ 7,063,485	$ -	$ -	$ -
27	2050	$ 5,925,229	$ 1,292,070	$ -	$ 7,217,299	$ -	$ -	$ -
28	2051	$ 6,043,733	$ 1,330,832	$ -	$ 7,374,566	$ -	$ -	$ -
29	2052	$ 6,164,608	$ 1,370,757	$ -	$ 7,535,366	$ -	$ -	$ -
30	2053	$ 6,287,900	$ 1,411,880	$ -	$ 7,699,780	$ -	$ -	$ -
31	2054	$ 6,413,658	$ 1,454,237	$ -	$ 7,867,895	$ -	$ -	$ -
32	2055	$ 6,541,931	$ 1,497,864	$ -	$ 8,039,795	$ -	$ -	$ -
33	2056	$ 6,672,770	$ 1,542,800	$ -	$ 8,215,570	$ -	$ -	$ -
34	2057	$ 6,806,225	$ 1,589,084	$ -	$ 8,395,309	$ -	$ -	$ -
35	2058	$ 6,942,350	$ 1,636,756	$ -	$ 8,579,106	$ -	$ -	$ -
36	2059	$ 7,081,197	$ 1,685,859	$ -	$ 8,767,056	$ -	$ -	$ -
37	2060	$ 7,222,821	$ 1,736,435	$ -	$ 8,959,255	$ -	$ -	$ -
38	2061	$ 7,367,277	$ 1,788,528	$ -	$ 9,155,805	$ -	$ -	$ -
39	2062	$ 7,514,623	$ 1,842,183	$ -	$ 9,356,806	$ -	$ -	$ -
40	2063	$ 7,664,915	$ 1,897,449	$ -	$ 9,562,364	$ -	$ -	$ -
Total		**$150,308,410**	**$40,129,921**	**$ 23,308,075**	**$213,746,406**	**$ 78,100,000**	**$ 99,000,000**	**$ 177,100,000**

* Various assumptions, including that BBCRA is extended after 2045. If BBCRA does not get extended, total incremental RE Tax revenue to CRA might be $50MM less.

~$200MM+ Revenues thru 2062

$177MM in Bond PMTS thru 2024

Two-Phase TIF

- Town Square is ONE project, not two separate projects – having TIF now for both Phases allows TEI to attract the most efficient financing and investor partners needed to execute the full vision.

- Second Phase TIF request is 25% less than First Phase, to account for (aspirational) market rent growth.

Public Benefits Per Site Plans/Dev Agmt

- TEI to deliver 479 parking spaces to City upon completion of both phases, at a value of over $25MM.

- The garage spaces are leased to BB for 100 years at $0.0/year rent. BB has 100% revenue share (after paying prorata OpEx).

- TEI to pay ~$4.5MM to WFH fund, largest payment ever, may allow for the development and/or improvement of hundreds of units.

Public Benefits Per Site Plans/Dev Agmt

- Project also includes:
  - ~23,000 SF of new retail stores.
  - ~$3,000,000 in streetscape improvements,
  - ~$14,000,000 in fees – including permits fees, impact fees, art in public places fee, etc.
  - $180,000 for new public restrooms at Town Square

TIME EQUITIES INC.

EXHIBIT F – PUBLIC BENEFITS & ECONOMIC IMPACT

Short Term Public Benefits from Project	Total
Parking Value Contributed	26,000,000
WFH PMT	4,484,720
Additional Impact, Other Fees	13,826,355
Streetscape Improvements	3,000,000
Settlement to City at Land Closing	5,000,000
Total Short Term Public Benefits	**52,311,075**

Long Term Public Benefits from Proj.	2045	2063
Net Incre. RE Tax (PCB + BB Share)	33,097,508	150,308,410
Poten. Parking Revs.	28,645,200	64,418,850
Total Revs to City (2024-2045)	**61,742,708**	**214,727,260**

Direct & Indirect Eco. Impact from Project		2063
Direct: Total Short Term Public Benefits	$	52,311,075
Direct: Total Net Incremental RE Tax	$	150,308,410
Direct: Total Potential Parking Revenues	$	64,418,850
Indirect: Spending, Job Creation -Construc. Per.	$	228,000,000
Indirect: Spending, Job Creation - Post Constr.	$	3,218,432,000
Gross Economic Impact	**$**	**3,713,470,335**

Thank you

Additional/Backup Slides, Only if Needed – Not part of main presentation

Detailed Site Plans/Master Plan

TOWN SQUARE

Boynton Beach, FL
Master Plan

PROJECT SUMMARY

PARCEL NAME	PHASE #	PARCEL AREA (AC)	PARCEL AREA (SF)	PROPOSED	MAX. BUILDING AREA (SF)*	FAR	PROPOSED MIN. COMMERCIAL (SF)
GOV'T/ CIVIC	1	3.58	155,752		130,903 (EXISTING)**	0.46 (EXISTING)	
SOUTH RES/COM	2	3.94	171,685	465 RES. UNITS	600,898	3.50	6,686
NORTH RES/COM	3	4.19	182,470	433 RES. UNITS	638,645	3.50	16,908
CENTRAL - HOTEL/COM	4	1.21	52,850	144 ROOMS	184,975	3.50	15,000
GROSS AREA		**15.52**	**675,946**	**562,757**			**38,594**
ROW DEDICATIONS		0.706	30,745				
PLATTED PROJECT AREA		**16.22**	**706,691**				

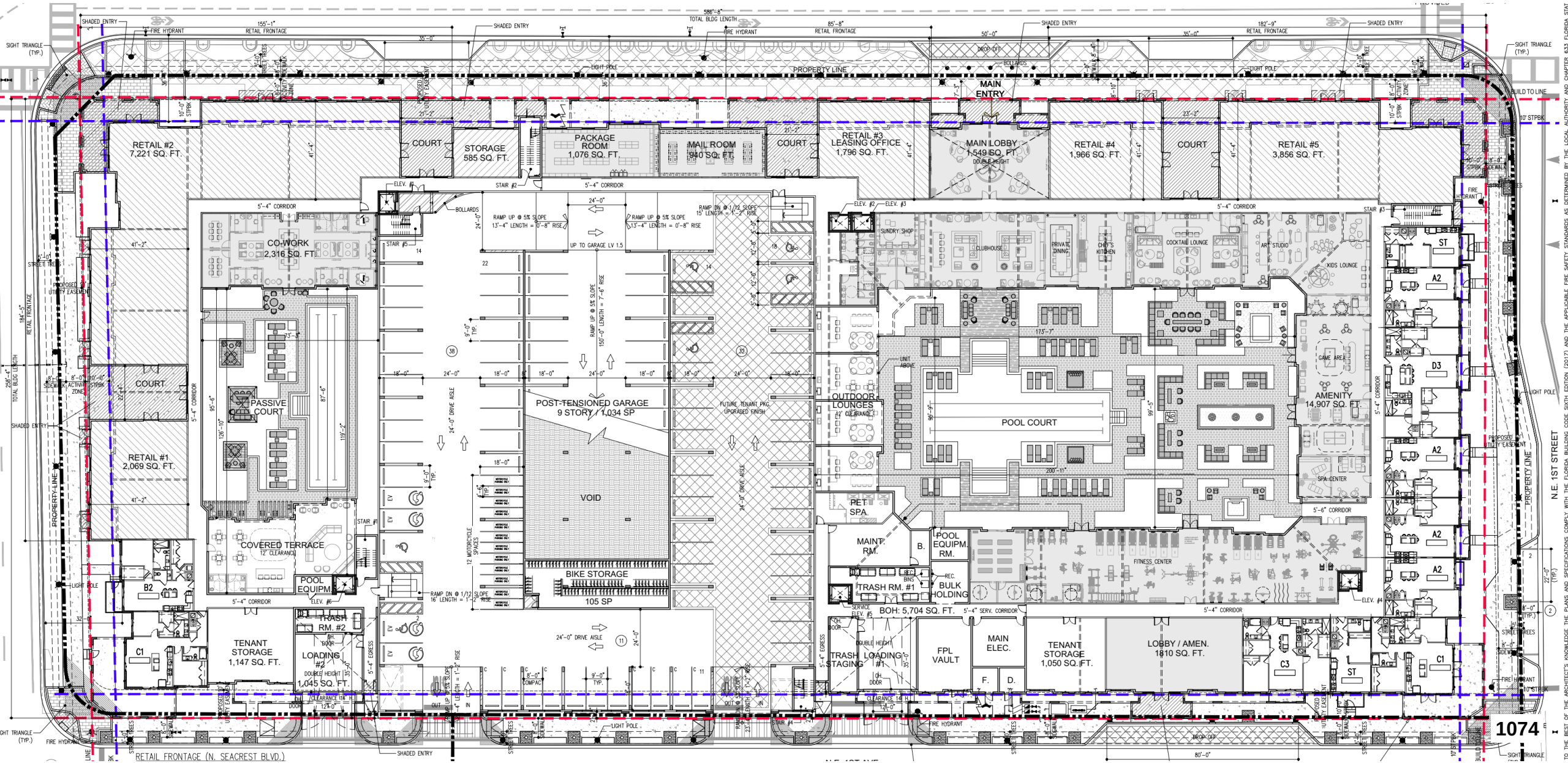
Parking Spaces Required				
Land Use	**Proposed Intensity**		**Rate By Use**	**Spaces**
Phase 1 – Government/ Civil Parcel				
City Hall/ Library/ Children's Museum	114,373	SF	Per City	321
Cultural Center	250	Seats	1/4	63
Recreation Areas/ Amphitheater/ Chilled Water	Per City			45
				4
Magnuson House and Fire Station	11 for Fire Station and 32 for Magnuson House			100*
Phase 1 Parking Spaces - Required				**533**
Phase 2 – South Parcel				
Studio/ 1BR Units	230	Units	1.33	306
2+ BR Units	235	Units	1.66	390
Residential Guest	465	Units	0.15	70
Commercial	6,686	SF	1/250	27
Phase 2 Parking Spaces - Required				**793**
Phase 3 – North Parcel				
Studio/ 1BR Units	199	Units	1.33	265
2+ BR Units	234	Units	1.66	388
Residential Guest	433	Units	0.15	65
Commercial	16,908	SF	1/250	68
Phase 3 Parking Spaces - Required				**786**
Phase 4 – Central Parcel				
Hotel Rooms	144	Rooms	1.25	180
Commercial within Hotel	15,000	SF	**1/250	30
Phase 4 Parking Spaces - Required				**210**
			Total Spaces Required	**2,322**

***Per previous agreement with City, the 100-space buffer includes the 43 spaces for the Fire Station and Magnuson House and 57 spaces as a buffer.**

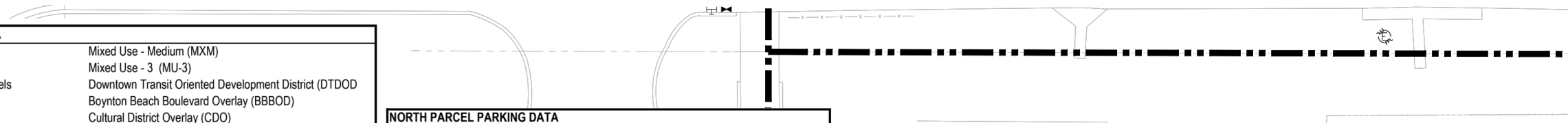
****The commercial space within the hotel was calculated at 50% of the Sustainability Rate for Commercial Uses.**

Parking Spaces Provided		Spaces
Phase 1 – Government/ Civic		
Garage Spaces -Total		0
On Street Spaces		31
Off Street Spaces		35
Phase 1 Parking Spaces - Provided		**66**
Phase 2 – South Residential		
Garage Spaces -Total		999
	Residential & Guest	750
	Commercial/Public	27
	City Leased Spaces	222
On Street Spaces		16
Off Street Spaces		0
Phase 2 Parking Spaces Provided		**1,015**
Phase 3 – North Residential		
Garage Spaces -Total		1,034
	Residential & Guest	716
	Commercial/Public	68
	City Leased Spaces	250
On Street Spaces		2
Off Street Spaces		0
Phase 3 Parking Spaces Provided		**1,036**
Phase 4 – Central Parcel		
Garage Spaces – Total		218
	Hotel & Commercial	210
	Government/Civic	8
Phase 4 Parking Spaces Provided		**218**
	Total Spaces Provided	**2,335**

North Parcel – Town Square – Site Plan



North Parcel – Town Square – Site Plan



MASTER PLAN PROJECT DATA				
Future Land Use	Mixed Use - Medium (MXM)			
Zoning District	Mixed Use - 3 (MU-3)			
Zoning Overlay District(s) - both Parcels	Downtown Transit Oriented Development District (DTDOD			
North Parcel	Boynton Beach Boulevard Overlay (BBBOD)			
South Parcel	Cultural District Overlay (CDO)			
Gross Project Site Area of Master Plan	**15.52 AC**		**676,051.20**	**SF**
Gross Project Density per Zoning	50 units/acre =		776	units
Gross Project Density w/ WFH Participation (25% Bonus	62 units/acre =		962	units
Gross Project Proposed Units			**898**	**units**
Total Ph 2 & 3 WFH Units - 122 Units (Payment in lieu shall be proportionately paid for each Phase prior to permit)				
Gross Project Propsed Density	57.9 unit/acre			
Gross Commercial Area - Ph 2 & 3 Parcels	**North**	South	Total	
	16,908	6,686	23,594	SF

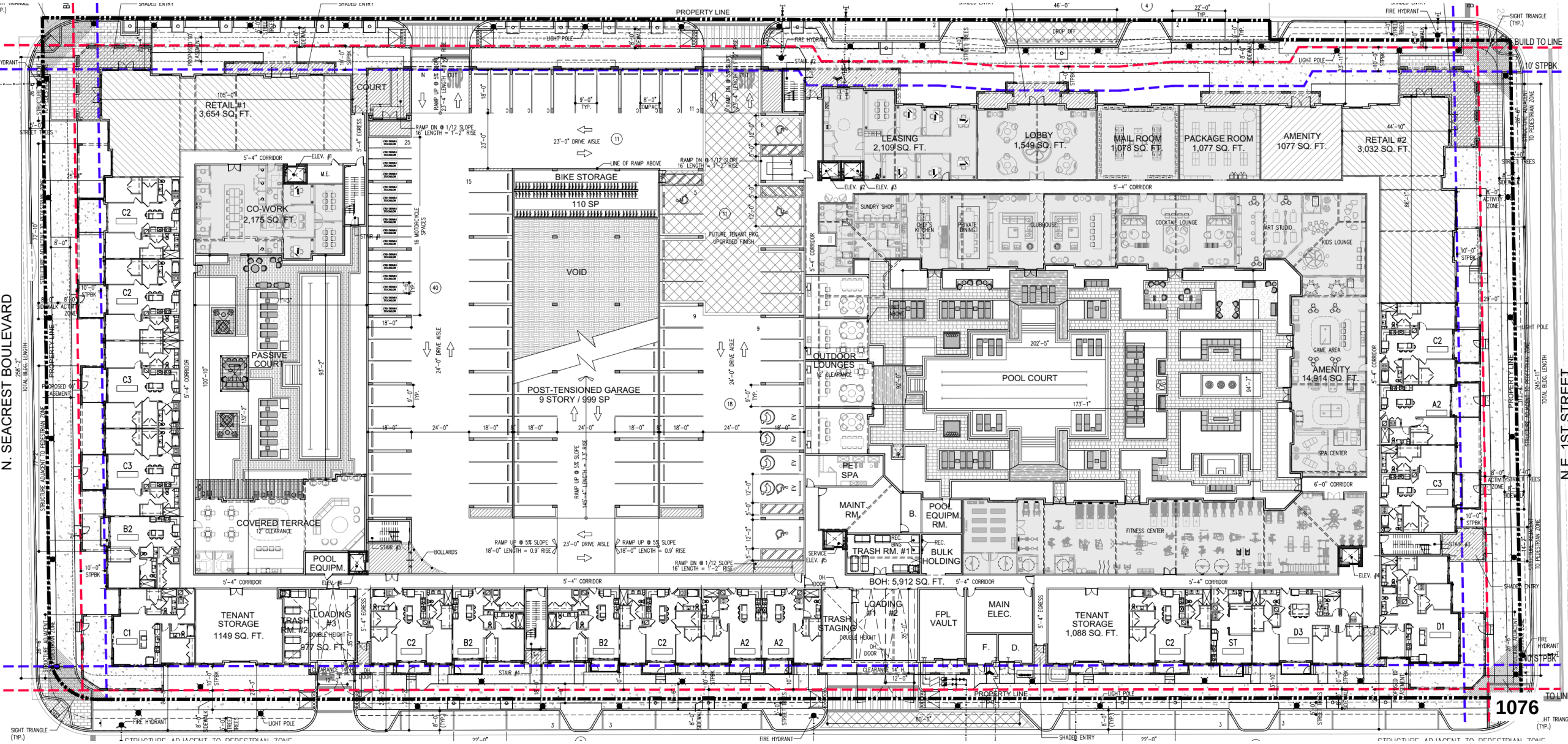
NORTH PARCEL SITE DATA			
Parcel Site Area	**4.19 AC**	**182,516.40**	**SF**
Max. Floor Area Ratio for Parcel		3.5	FAR
Max. Building Area Allowed		638,807.40	SF
Proposed Gross Building Area		895,854	SF
- less Parking Garage		344,716	SF
Proposed Building Area for FAR		551,138	SF
Proposed Floor Area Ratio for Parcel		3.02	FAR
TOTAL RESIDENTIAL UNITS		**433**	**UNITS**
Phase 3 WFH units		61	UNITS
Max. Building Height per Zoning	75 feet		
Max. Building Height per Overlay w/ WFH	99 feet (BBBOD)		
Proposed Building Height	80 feet to roof deck		
	(+ approved height exception)		

NORTH PARCEL PARKING DATA			
Parking Required per Sustainability Study	Units	Rate (sp/u)	Spaces
Studio & 1 BR	199	1.33	265
2 BR/3 BR	234	1.66	388
Guest	433	0.15	65
	SF	Rate (sp/sf)	
Commercial	16,908	1/250	68
City Leased (Total 473 North & South)			250
Total Parking Spaces Required			**1,036**
Min. EV charging spaces		433 @ 2sp/50 u =	18
Parking Spaces Provided	Garage	On Street	Spaces
Residential & Guest	716	2	718
Commercial/Public	68		68
City Leased	250		250
Total Parking Spaces Provided	**1,034**	**2**	**1,036**
Standard - 9' x18'			899
Compact Spaces - 8' x 18'		10% Max. of Rq'd.	102
Motorcycle Spaces - 4.5' x 18'		3% Max. of Rq'd.	12
Handicap Spaces - 12' x 18'			21
Parallel Spaces - 8' x 22' (On-Street)			2
Min. EV charging spaces		(13 stations)	26
Public Amenities	Rate	Min. Required	Min. Provided
Bike Racks & Trash Recptacles - Commercial Area	1 / 12,500 sf	2	2
Bike Racks & Trash Recptacles - Residential Lot Area	1 / 25,000 sf	8	8

BLDG I - North Parcel

BLDG PER LEVELS								
TYPE	Level 1st	Level 2nd	Levels 3rd - 7th	Level 8th	TOTAL	AREA	LEASABLE AREA (NRSF)	% TOTALS
STUDIO/1 B:								
ST	2	3	25	5	35	544 sf	19,040 sf	8.1%
1 BDR & 1BDR + DEN:								
A1	0	8	40	8	56	707 sf	39,592 sf	37.9%
A2	4	9	55	11	79	775 sf	61,225 sf	
B1	0	2	10	2	14	918 sf	12,852 sf	
B2	1	2	10	2	15	918 sf	13,770 sf	
2 BDR:								
C1	2	3	15	3	23	1,082 sf	24,886 sf	40.9%
C2	0	11	55	11	77	1,077 sf	82,929 sf	
C3	1	10	55	11	77	1,155 sf	88,935 sf	
3 BDR:								
D1	0	1	5	1	7	1,388 sf	9,716 sf	13.2%
D2	0	4	20	4	28	1,431 sf	40,068 sf	
D3	1	3	15	3	22	1,460 sf	32,120 sf	
Units per Level	**11**	**56**	**305**	**61**				
Average Unit Size						982 sf		
Total/Building					**433 dus**		**425,133 sf**	100.0%

South Parcel – Town Square – Site Plan



South Parcel – Town Square – Site Plan

MASTER PLAN PROJECT DATA				
Future Land Use	Mixed Use - Medium (MXM)			
Zoning District	Mixed Use - 3 (MU-3)			
Zoning Overlay District(s) - both Parcels	Downtown Transit Oriented Development District (DTDOD			
North Parcel - Phase 3	Boynton Beach Boulevard Overlay (BBBOD)			
South Parcel - Phase 2	Cultural District Overlay (CDO)			
Gross Project Site Area of Master Plan	**15.52 AC**		**676,051.20**	**SF**
Gross Project Density w/ WFH Participation	62 units/acre =		962	units
Gross Project Proposed Units			**898**	**units**
Total Ph 2 & 3 WFH Units - 122 Units (Payment in lieu shall be proportionately paid for each Phase prior to permit)				
Gross Project Propsed Density	57.9 unit/acre			
Gross Commercial Area - Ph 2 & 3 Parcels	North	**South**	Total	
	16,908	**6,686**	23,594	SF
SOUTH PARCEL SITE DATA				
Parcel Site Area	**3.94 AC**		**171,626.40**	**SF**
Max. Floor Area Ratio for Parcel			3.5	FAR
Max. Building Area Allowed			600,692.40	SF
Proposed Gross Building Area			899,041	SF
- less Parking Garage			333,749	SF
Proposed Building Area for FAR			565,292	SF
Proposed Floor Area Ratio for Parcel			3.29	FAR
TOTAL RESIDENTIAL UNITS				**465 UNITS**
Phase 2 WFH units				61 UNITS
Max. Building Height per Zoning	75 feet			
Max. Building Height per Overlay w/ WFH	87 feet (CDO)			
Proposed Builidng Height	80 feet to roof deck (+ approved height exception)			

SOUTH PARCEL PARKING DATA			
Required Parking per Sustainability Study	Units	Rate (sp/u)	Spaces
Studio & 1 BR	230	1.33	306
2 BR/3 BR	235	1.66	390
Guest	465	0.15	70
	SF	Rate (sp/sf)	
Commercial	6,686	1/250	27
City Leased			223
Total Parking Spaces Required			**1,015**
Min. EV charging spaces	465 @ 2sp/50 u =		19
Provided Parking Spaces per Site Plan	Garage	On Street	Spaces
Residential & Guest	750	16	766
Commercial/Public	27		27
City Leased	222		222
Total Parking Spaces Provided	**999**	**16**	**1,015**
Standard - 9' x18'			853
Compact Spaces - 8' x 18'	10% Max. of Rq'd.		96
Motorcycle Spaces - 4.5' x 18'	3% Max. of Rq'd.		30
Handicap Spaces - 12' x 18'			20
Parallel Spaces - 8' x 22' (On-Street)			16
Min. EV charging spaces	(14 stations)		27
Public Amenities	Rate	Min. Required	Min. Provided
Bike Racks & Trash Recptacles - Commercial Area	1 / 12,500 sf	1	1
Bike Racks & Trash Recptacles - Residential Lot Area	1 / 25,000 sf	7	7

BLDG II - South Parcel

BLDG PER LEVELS								
TYPE	Level 1st	Level 2nd	Levels 3rd - 7th	Level 8th	TOTAL	AREA	LEASABLE AREA (NRSF)	% TOTALS
STUDIO/1 B:								
ST	1	6	30	6	43	544 sf	23,392 sf	9.2%
1 BDR &1BDR + DEN:								
A1	0	8	40	8	56	707 sf	39,592 sf	40.2%
A2	3	9	45	9	66	775 sf	51,150 sf	
B1	0	4	25	5	34	918 sf	31,212 sf	
B2	3	4	20	4	31	918 sf	28,458 sf	
2 BDR:								
C1	1	1	5	1	8	1,082 sf	8,656 sf	41.1%
C2	6	14	70	14	104	1,077 sf	112,008 sf	
C3	3	10	55	11	79	1,155 sf	91,245 sf	
3 BDR:								
D1	1	3	15	3	22	1,388 sf	30,536 sf	9.5%
D2	0	1	5	1	7	1,431 sf	10,017 sf	
D3	1	2	10	2	15	1,460 sf	21,900 sf	
Units per Level	**19**	**62**	**320**	**64**				
Average Unit Size						964 sf		
Total/Building					**465 dus**		**448,166 sf**	100.0%

TEI/BB Development Agmt

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this 8th day of March, 2023 by and between the CITY OF BOYNTON BEACH, FLORIDA ("**City**"),

AND

BOYNTON BEACH TOWN CENTER APARTMENTS, LLC, a Florida limited liability company ("**Developer**"), as follows:

W I T N E S S E T H:

WHEREAS, Developer is an affiliate of Time Equities, Inc., a diversified real estate investment, development, asset and property management company that has been in business for more than 55 years, and owns a portfolio of approximately 38.7 million square feet, including residential, industrial, office and retail properties, along with approximately 1.5 million square feet in pending acquisitions, and 2.0 million square feet of properties in various stages of pre-development and development; and

WHEREAS, Developer is under contract (the "**JKM Contract**") with JKM BTS Capital, LLC and its affiliates (together, "**JKM**") to acquire that certain real property located in Boynton Beach, Florida, legally described in **Exhibit A** (collectively, the "**JKM Parcels**"); and

WHEREAS, Developer has also entered into that certain contract with City in the form attached as **Exhibit B** (the "**Land Swap Agreement**"), whereby City is to convey to Developer that certain parcel of real property from City which is legally described in **Exhibit B-1** (the "**Developer Swap Parcel**"), and in exchange Developer is to convey to City that certain parcel of real property legally described in **Exhibit B-2** on which City intends to develop a hotel or use of equivalent intensity (the "**Central Parcel**"); and

Section 5. Developer's Obligations.

a) City acknowledges that Developer has reasonably and in good faith, coordinated the Project design with City and obtained Approval (with conditions) of the Master Plan. Developer will continue to reasonably and in good faith, cooperate with City in the implementation of the Master Plan and in obtaining further Approvals.

b) Developer agrees to make a contribution to the City's Public Art Fund pursuant to the City's Art In Public Places program pursuant to Ordinance 23-003, for the total Project (inclusive of both buildings) in an amount not to exceed $1,000,000. For avoidance of doubt, Developer's contribution shall be in addition to any contribution made pursuant to the City's Art in Public Places program prior to the Effective Date.

c) Developer agrees to make a non-refundable contribution of $180,000 to the City to be used for the provision of two public restroom facilities ($90,000 each, for the total of $180,000), which may be in the form of portable restroom facilities so long as such portable facilities will be primarily used on the property owned by the City (such property being identified as "Phase 1 government/civic" on the Master Plan). The restroom facilities shall not be placed on the Property owned by the Developer. Developer shall make payment to the City within 45 days of the receipt of the Certificate of Occupancy or equivalent for each of the restroom facilities, or the invoice(s) for the portable restroom facilities and related costs, as applicable. The City shall use reasonable efforts to locate and maintain any portable restroom facility in a location so as not to unreasonably interfere with the use and enjoyment of the Project.

d) Developer agrees to meet the following deadlines (collectively, the "**Deadlines;**" each individually, a "**Deadline**"):

i) Developer shall submit an application seeking an Approval for a vertical building permit for either the North Parcel or South Parcel within 5 years of the Effective Date.

ii) Developer shall commence work on either the North Parcel or the South Parcel pursuant to such vertical building permit within 5.5 years of the Effective Date ("**Construction Commencement Date**"), subject to any extensions available as provided in Section 5(e).

e) Developer may seek or provide notice of extensions for Approvals pursuant to Art. II, Sections 2.F.6. and 5.B.6. of the LDRs (as applicable); as provided for by Section 252.363, *Florida Statutes* (as it may be amended from time to time); and as may be available pursuant to the Florida Building Code in effect at the time of building permit and/or extension application. However, Developer agrees it shall not seek or provide notice of extensions that would extend the Construction Commencement Date beyond

Original Town Square Residential Plan

The Palm Beach Post

BOYNTON BEACH

The Town Square mess: Anger boils over Boynton's downtown project that is only half finished

Jorge Milian Palm Beach Post

Published 9:00 a.m. ET June 21, 2021 | **Updated 3:53 p.m. ET July 14, 2021**

8/26/22, 2:58 PM Editorial: Boynton Beach Town Square project had inadequate safeguards

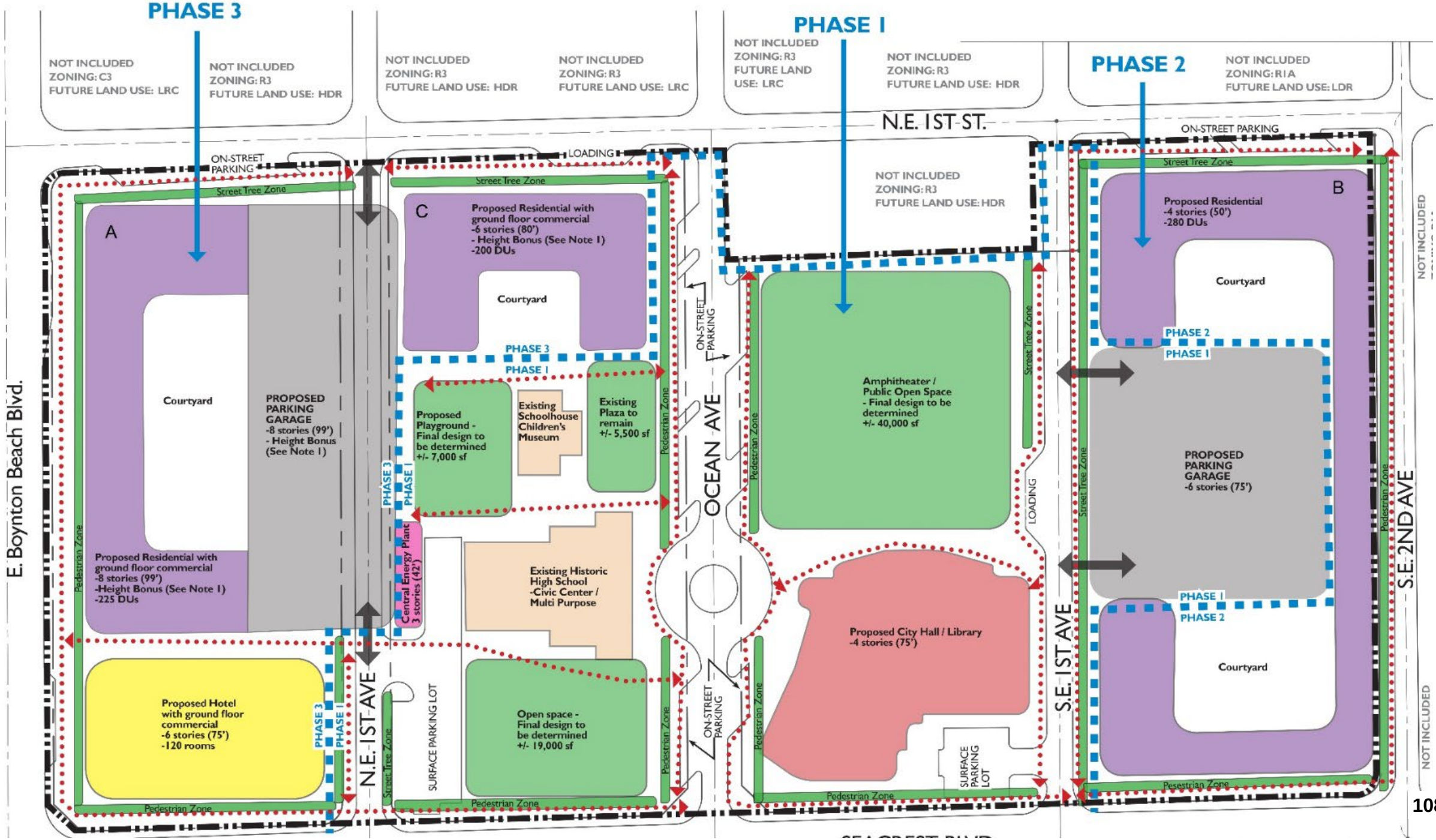
The Palm Beach Post

OPINION *This piece expresses the views of its author(s), separate from those of this publication.*

Editorial: Public money, poor oversight in Boynton Beach

Palm Beach Post

Published 11:24 a.m. ET July 14, 2021 | **Updated 2:58 p.m. ET July 15, 2021**


PHASE 3
NOT INCLUDED
ZONING: C3
FUTURE LAND USE: LRC
NOT INCLUDED
ZONING: R3
FUTURE LAND USE: HDR
NOT INCLUDED
ZONING: R3
FUTURE LAND USE: HDR
NOT INCLUDED
ZONING: R3
FUTURE LAND USE: LRC
PHASE 1
NOT INCLUDED
ZONING: R3
FUTURE LAND USE: LRC
NOT INCLUDED
ZONING: R3
FUTURE LAND USE: HDR
PHASE 2
NOT INCLUDED
ZONING: R1A
FUTURE LAND USE: LDR
N.E. 1ST ST.
E. Boynton Beach Blvd.
N.E. 1ST AVE
OCEAN AVE
S.E. 1ST AVE
S.E. 2ND AVE
ON-STREET PARKING
LOADING
Street Tree Zone
Pedestrian Zone
A
Courtyard
PROPOSED PARKING GARAGE
-8 stories (99')
- Height Bonus (See Note 1)
Proposed Residential with ground floor commercial
-8 stories (99')
-Height Bonus (See Note 1)
-225 DUs
C
Proposed Residential with ground floor commercial
-6 stories (80')
- Height Bonus (See Note 1)
-200 DUs
Courtyard
Proposed Playground - Final design to be determined
+/- 7,000 sf
Existing Schoolhouse Children's Museum
Existing Plaza to remain
+/- 5,500 sf
Central Energy Plant
3 stories (42')
Existing Historic High School
-Civic Center / Multi Purpose
Proposed Hotel with ground floor commercial
-6 stories (75')
-120 rooms
SURFACE PARKING LOT
Open space - Final design to be determined
+/- 19,000 sf
Amphitheater / Public Open Space
- Final design to be determined
+/- 40,000 sf
Proposed City Hall / Library
-4 stories (75')
SURFACE PARKING LOT
B
Proposed Residential
-4 stories (50')
-280 DUs
Courtyard
PROPOSED PARKING GARAGE
-6 stories (75')
Courtyard
PHASE 1
PHASE 2
PHASE 3
NOT INCLUDED


ATLANTIC OCEAN
OCEAN RIDGE HAMMOCK PARK
OCEAN FRONT BEACH PARK
BANANA BOAT WATERFRONT RESTAURANT
ACOASTAL WATERWAY
TWO GEORGE'S WATERFRONT GRILLE
MANGROVE PARK
BOYNTON TOWN SQUARE
DEVELOPMENT SITES
CENTRAL PARCEL
NORTH PARCEL
SCHOOLHOUSE CHILDREN'S MUSEUM
CENTENNIAL PARK & AMPHITHEATER
BOYNTON BEACH CULTURE AND ARTS CENTER
E OCEAN AVE.
SOUTH PARCEL
BOYNTON BEACH CITY HALL & LIBRARY
BOYNTON BEACH CHILDREN'S PARK
UNITED STATES POSTAL SERVICE
BOYNTON BEACH POLICE DEPARTMENT
SEACREST BLVD (16K VPD)

130 E. Boynton Beach Blvd. & 120 SE 1st Ave.

Boynton Beach, FL

JKM DEVELOPERS

BOYNTON TOWN SQUARE



BOYNTON TOWN SQUARE

Garage Elevations



East Elevation *(Facing NE 1st Street)*



West Elevation *(Facing Seacrest Blvd.)*

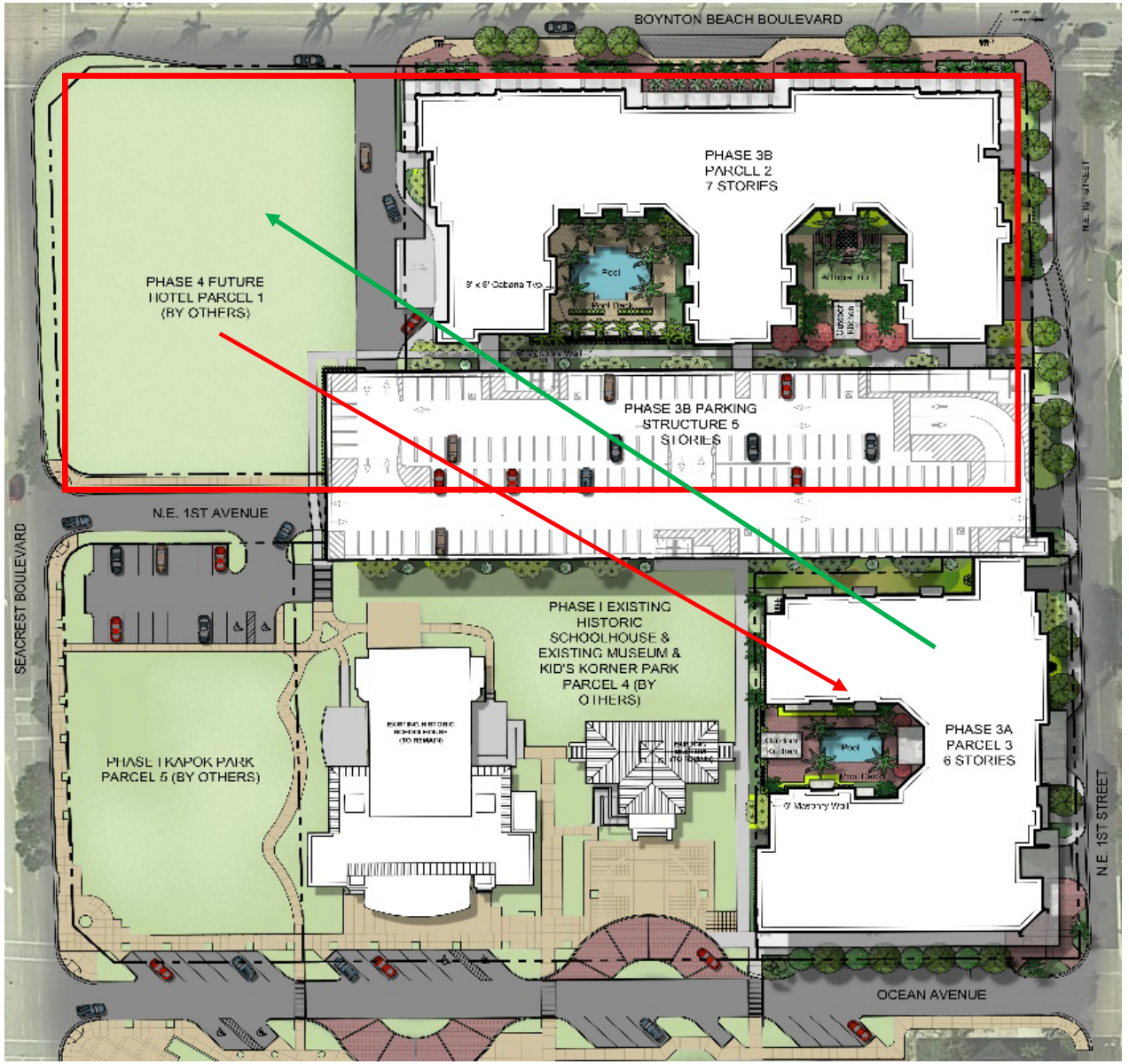


South Elevation *(Facing Schoolhouse & Parks)*



130 E. Boynton Beach Blvd. & 120 SE 1st Ave.

Boynton Beach, FL



130 E. Boynton Beach Blvd. & 120 SE 1st Ave.

Boynton Beach, FL

Rez. Southern Block



130 E. Boynton Beach Blvd. & 120 SE 1st Ave.

Boynton Beach, FL



North Building: East Elevation *(Facing NE 1st Street)*



North Elevation *(Facing East Boynton Beach Boulevard)*

Fishkind Fiscal Gap

FISHKIND
LITIGATION SERVICES™

FISCAL IMPACT AND FINANCIAL GAP ANALYSIS FOR BOYNTON BEACH TOWN SQUARE APARTMENTS

June 28, 2024

- The contribution of 95.4% of Town Square Apartments' incremental revenues to the BBCRA for fifteen years, totaling $58.44 million (present value of $38.9 million), closes the financial gap, making the Project financially viable.

	Phase I South Building		Phase II North Building		Phase I + Phase II	
	No TIF	With TIF	No TIF	With TIF	No TIF	With TIF
TIF Amount	$ -	$ 33,840,000	$ -	$ 24,600,000	$ -	$ 58,440,000
Present Value of TIF	**$ -**	**$ 22,839,185**	**$ -**	**$ 15,610,338**	**$ -**	**$ 38,449,524**

Cost Basis

Category		Phase I South Building		Phase II North Building	
		No TIF	With TIF	No TIF	With TIF
	Land	$ 22,580,243	$ 22,580,243	$ 21,419,757	$ 21,419,757
Plus:	Development Cost	208,156,600	208,156,600	199,385,602	199,385,602
	Total Cost	**$ 230,736,843**	**$ 230,736,843**	**$ 220,805,359**	**$ 220,805,359**

Category		Phase I + Phase II	
		No TIF	With TIF
	Land	$ 44,000,000	$ 44,000,000
Plus:	Development Cost	407,542,202	407,542,202
	Total Cost	**$ 451,542,202**	**$ 451,542,202**

Stabilized NOI forecast by Fishkind

Phase 1

Revenues	2032 Stabilization
Gross Potential Income	$19,539,104
Vacancy	781,564
Revenue	18,757,540
Retail Revenue (Net	254,068
Total Revenue	$19,011,608
Expenses	
Marketing	$178,751
Operating Expenses	2,144,627
Administrative Expen	392,460
Management Fees	332,703
Property Insurance	930,000
RE Taxes	2,859,750
Total Expenses	$6,838,291
NOI	$12,173,317

Phase 2

Revenues	2035 Stabilization
Gross Potential Income	$18,548,625
Vacancy	741,945
Total Apartment Revenue	17,806,680
Retail Revenue (Net of Vacancy)	642,504
Total Revenue	$18,449,184
Expenses	
Marketing	$166,450
Operating Expenses	1,997,040
Administrative Expenses	365,452
Management Fees	322,861
Property Insurance	866,000
RE Taxes	2,662,950
Total Expenses	$6,380,752
NOI	$12,068,432

Overall Regional Rate of Return

We can determine the market rate of return from the cap rate. The profit margin, or the required market rate of return, equals the Cap Rate plus the long-term average expected growth rate in NOI.[6] Over time, it is reasonable to project that Town Square Apartments would achieve an average long-term 2.8 % compound rate of increase in NOI. Therefore, the market rate of return is 7.80% (5.0 % Cap Rate + 2.8% expected growth rate of NOI).

RealtyRate-OAR Region	
Overall Regional Rate of Return on Investment	**7.8%**

Stabilized Value and Present Value Stabilized

		Phase I South Building		Phase II North Building	
		No TIF	With TIF	No TIF	With TIF
	Stabilized NOI	$ 12,173,317	$ 12,173,317	$ 12,068,432	$ 12,068,432
Divide by:	Capitalization Rate	5.000%	5.000%	4.985%	4.985%
	Stabilized Value	$ 243,466,334	$ 243,466,334	$ 242,094,918	$ 242,094,918
	Present Value Stabilized	**$ 225,016,026**	**$ 225,016,026**	**$ 222,613,960**	**$ 222,613,960**

Phase 1

	Purchase	Investment					Stable / Sale
Present Value Stabilized Calculation	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
	-$22,580,243	-$208,156,600					$243,466,334

NPV	@7.8%	-$5,720,817
Cost		$230,736,843
Present Value Stabilized		$225,016,026

Stabilized Value and Present Value Stabilized

		Phase I South Building		Phase II North Building	
		No TIF	With TIF	No TIF	With TIF
	Stabilized NOI	$ 12,173,317	$ 12,173,317	$ 12,068,432	$ 12,068,432
Divide by:	Capitalization Rate	5.000%	5.000%	4.985%	4.985%
	Stabilized Value	$ 243,466,334	$ 243,466,334	$ 242,094,918	$ 242,094,918
	Present Value Stabilized	**$ 225,016,026**	**$ 225,016,026**	**$ 222,613,960**	**$ 222,613,960**

Phase 2

	Purchase				Investment					Stable / Sale
Present Value Stabilized Calculation	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**
	-$21,419,757				-$199,385,602					$242,094,918

NPV @7.8%	$1,808,601
Cost	$220,805,359
Present Value Stabilized	$222,613,960

GAP Analysis:
Return on Cost without TIF

		Phase I South Building		Phase II North Building	
		No TIF		No TIF	
	TIF Amount	$ -		$ -	
	Present Value of TIF	**$ -**		**$ -**	
	Present Value Stabilized	225,016,026		222,613,960	
Less:	Total Cost	230,736,843		220,805,359	
Plus:	Present Value of TIF	-		-	
	Profit	**$ (5,720,817)**		**$ 1,808,601**	
Divide by:	Total Cost	230,736,843		220,805,359	
	Return on Cost	**-2.5%**		**0.8%**	
	RealtyRate-OAR Region				
	Overall Regional Rate of R	*7.8%*		*7.8%*	
	Variance to OAR	*-10.28%*		*-6.98%*	

GAP Analysis:
Return on Cost WITH TIF

		Phase I South Building		Phase II North Building	
		No TIF	With TIF	No TIF	With TIF
	TIF Amount	$ -	$ 33,840,000	$ -	$ 24,600,000
	Present Value of TIF	**$ -**	**$ 22,839,185**	**$ -**	**$ 15,610,338**
	Present Value Stabilized	225,016,026	225,016,026	222,613,960	222,613,960
Less:	Total Cost	230,736,843	230,736,843	220,805,359	220,805,359
Plus:	Present Value of TIF	-	22,839,185	-	15,610,338
	Profit	**$ (5,720,817)**	**$ 17,118,368**	**$ 1,808,601**	**$ 17,418,939**
Divide by:	Total Cost	230,736,843	230,736,843	220,805,359	220,805,359
	Return on Cost	**-2.5%**	**7.4%**	**0.8%**	**7.9%**
	RealtyRate-OAR Region				
	Overall Regional Rate of R	*7.8%*	*7.8%*	*7.8%*	*7.8%*
	Variance to OAR	*-10.28%*	*-0.38%*	*-6.98%*	*0.09%*

GAP Analysis:
Return on Cost WITH TIF
Combined

		Phase I South Building		Phase II North Building		Phase I + Phase II	
		No TIF	With TIF	No TIF	With TIF	No TIF	With TIF
	TIF Amount	$ -	$ 33,840,000	$ -	$ 24,600,000	$ -	$ 58,440,000
	Present Value of TIF	**$ -**	**$ 22,839,185**	**$ -**	**$ 15,610,338**	**$ -**	**$ 38,449,524**
	Present Value Stabilized	225,016,026	225,016,026	222,613,960	222,613,960	447,629,985	447,629,985
Less:	Total Cost	230,736,843	230,736,843	220,805,359	220,805,359	451,542,202	451,542,202
Plus:	Present Value of TIF	-	22,839,185	-	15,610,338	-	38,449,524
	Profit	**$ (5,720,817)**	**$ 17,118,368**	**$ 1,808,601**	**$ 17,418,939**	**$ (3,912,217)**	**$ 34,537,307**
Divide by:	Total Cost	230,736,843	230,736,843	220,805,359	220,805,359	451,542,202	451,542,202
	Return on Cost	**-2.5%**	**7.4%**	**0.8%**	**7.9%**	**-0.9%**	**7.6%**
	RealtyRate-OAR Region						
	Overall Regional Rate of R	*7.8%*	*7.8%*	*7.8%*	*7.8%*	*7.8%*	*7.8%*
	Variance to OAR	*-10.28%*	*-0.38%*	*-6.98%*	*0.09%*	*-8.67%*	*-0.15%*

MEMORANDUM

TO: **Timothy Tack, P.E., Assistant Director**
Boynton Beach Community Redevelopment Agency

FROM: **Barry Abramson**

SUBJECT: **Evaluation of a TIF Request for Town Square Residential/Mixed-Use Project (South and North Parcels)**

DATE: **December 20, 2024**

EXECUTIVE SUMMARY

This memorandum summarizes our evaluation of a Tax Increment Financing (TIF) request by Time Equities, Inc. for the above-referenced proposed project. The project is to occupy the blocks to the south and north of the City's civic complex and is subject to a March, 2023 development agreement and parking lease between the developer and the City, specifying matters such as building program, timing, and arrangements for City parking.

The project comprises two distinct projects to be built in two phases with a combined total of 898 rental apartments, 23,594 square feet of retail space and 2,039 garage parking spaces. 473 spaces are to be allocated to the City – 363 for the City's exclusive use and 110 on a non-exclusive basis for the City's use between 7:30 AM and 6:30 PM on weekdays.

The proposal calls for the first phase project, to be built on the South parcel, to start construction no later than July 1, 2026 (versus May 1, 2030 in the current development agreement)[1]. This phase has an estimated total development cost of $236,000,000 (in $2024[2]) and includes 465 apartments, 6,686 square feet of retail space and a 1,005-space garage, of which 224 spaces are allocated to the City – 171 exclusive and 53 non-exclusive.

The second phase project, to be built on the North parcel, is proposed to start construction by July 1, 2032 (versus no required start date in the current development agreement). This phase, estimated to cost $235,000,000 (in $2024), is to include 433 apartments, 16,908 square feet of retail space and a 1,034-space garage, of which 249 spaces are to be allocated to the City – 192 exclusive and 57 non-exclusive.

The developer requests a two-phase TIF award to fill the gap caused by currently challenging market conditions including increases in construction costs, operating expenses and particularly interest rates. The requested award is $20,000,000 for Phase 1 and $15,200,000 for Phase 2 in the form of 95% of the total tax increment revenue, i.e. 100% of the CRA

[1] The required construction completion date in both the current agreement and developer's proposal would be 24 months following the required construction start date

[2] In today's dollars if construction were to start at report date

share, generated by each project until the total amounts for each phase are reached, anticipated to be in approximately ten years for Phase 1 and seven years for Phase 2.

The proposed awards would yield a leverage on private investment ($2024) of almost 12:1 and 16:1, respectively.

Based upon our evaluation, we consider the developer's assumptions, generally, to be in a range of reasonableness and that, in the current development market, the project has a feasibility gap that would justify the requested TIF awards, subject to the qualifications discussed below and more fully later in this transmittal.

It is important to note that relatively small variations in assumptions and/or improvements in the development market over the time prior to construction financing could significantly reduce or, possibly, eliminate the need for subsidy. While this applies to Phase 1, which would be required to start construction within one and a half years, it is a particular concern relative to Phase 2, which, likely, would not start construction until significantly later. Accordingly, the CRA may wish to consider granting a TIF award only for Phase 1 and having the developer return for an evaluation of need at such time as the construction start and development economics of Phase 2 come into clearer focus, so as to lessen the chance of providing TIF funding not actually required for feasibility.

Whether TIF is awarded for one or both phases, the CRA may wish to explore structuring opportunities that might result in reducing the TIF award should construction and/or other development costs ultimately come in lower than preliminary estimates or other development market conditions improve prior to construction start.

CRA incremental revenues from the Phase 1 project after the proposed TIF rebate are estimated at approximately $2,400,000 in 2039 and to total $15,600,000 through the CRA sunset in 2044, with a present value at January, 2025 estimated at $7,900,000.

The City is estimated to receive total incremental tax revenues from the Phase 1 project of $111,000,000 over 50 years of the property's operation (i.e. through 2078). As these revenues would be primarily back-loaded, following the CRA sunset, their present value as of January, 2025 is estimated at only $1,900,000.

Should the proposed TIF award be made for Phase 2, the financial effect to the CRA would vary based on its timing. If construction were to commence three years following that of Phase 1, so the two TIF rebates would end at the same time, the financial effect to the CRA and City would be approximately the same as that estimated for Phase 1.

PUBLIC BENEFITS

In addition to TIF and tax revenue, the developer asserts the project would provide the following direct public benefits:

- The value of the parking spaces to be allocated to the City
    - The developer attributes a value based on the cost the City would incur if it were to develop them of $12,300,000 in Phase 1 and $13,700,000 in Phase 2
    - We adjust the capital value at $10,400,000 for Phase 1 and $11,600,000 for Phase 2 after accounting for the lower proportionate allocated usage of the non-exclusive spaces
    - The developer also claims parking revenues the City would realize from these spaces (which we estimate after operating expenses at $278,000 ($2024) for Phase 1 and somewhat more for Phase 2) as a benefit though consideration of net revenues would be a double counting with capital value
    - It is also noted that the developer is obligated to continue to provide surface parking for the City on the North parcel until the City parking in the Phase 1 project is available
    - See section on public parking starting on at page 13
- Payment to the Workforce Housing Fund of $2,250,000 per phase
    - While this is a required compensation for the project being allowed higher density, it certainly is a benefit provided by the project
- Impact and other fees totaling $13,800,000 split approximately evenly between the two phases
    - This includes the required public art fee of $1,000,000 front-loaded in Phase 1
    - More than half of this amount is attributable to the county
    - Relative to the remainder, the City is the best judge of the extent, if any, they would yield a net financial benefit rather than simply offsetting actual City costs attributable to the development
- Streetscape improvements of $3,000,000 split between the two phases
    - The CRA and City are best positioned to determine the extent to which these improvements are standard or above and beyond the normal requirements and customary contributions of a project of this nature.
- Settlement payment of $5,000,000 to City which was made by the previous owner from the proceeds of its sale of the land to TEI
    - While this pass-through payment benefited the City, it compensation that has already realized by the City, not conditioned on the project proceeding due to a TIF award

In addition to direct impacts, the project would generate indirect impacts in the form of employment and economic activity, i.e. spending in the local and regional economy during and post-construction. An economic and fiscal impact analysis performed on behalf of the developer by Fishkind Litigation Services estimates that the two-phase project would generate 426 full-time equivalent (FTE) jobs and $38,000,000 in economic activity during construction and 340 FTE jobs and $34,000,000 of spending annually following completion. However, the report does not provide an estimate of how much of this would be spent in Boynton Beach, which is the chief concern of the CRA and City.

Finally, a major public benefit of the project will be completing the City and CRA's vision for Town Square, creating an attractive and vibrant focal point for civic life.

EVALUATION OF PROJECT NEED FOR THE TIF AND FINANCIAL EFFECT TO CRA AND CITY

We evaluated the developer's pro forma, researched and reviewed publicly available market data and insights, held conversations with the developer and its advisor(s), drew upon input from the Palm Beach County Property Appraiser's office and knowledgeable market participants, and analyzed the project's economics based upon the above and our experience.

The developer estimates that in order to finance the Phase 1 project under current market conditions, it will need an annual TIF rebate of approximately $2,000,000 annually in order to achieve a "trended" return on cost of 6.5% and for this TIF rebate to continue for ten years (for a total of $20,000,000) through the term of an initial permanent financing, with the anticipation that revenues can rise above standard inflation estimate to offset the expiration of the TIF rebate at that time. A similar set of assumptions underlies the developer's request for a $15,200,000 TIF award for the Phase 2 project, though the approximately $2,000,000 annual TIF rebate would be provided over approximately seven years.

It is noted that the developer's TIF award requests are significantly less than the amounts estimated to be required in a June, 2024 report by Fishkind Litigation Services – $34,000,000 for Phase 1 and $24,000,000 for Phase 2. The present evaluation is based on the analysis of updated pro forma information provided by the developer, as this is the basis for the developer's TIF proposal and includes many assumptions that have been refined in the six months since the Fishkind analysis.

Trended return on cost is the net operating income of the project (prior to debt) expressed in future/inflated dollars divided by the total development cost. Note, this is different from an "untrended" return on cost in which stabilized net operating income in today's uninflated dollars is divided by the development cost.

We consider untrended return on cost to be an appropriate metric to estimate feasibility/required gap. This is a common measure of development feasibility and

profitability. It has the advantages of: being simple, avoiding the vagaries of particular debt and equity financing arrangements (while, inherently, accounting for them in a generalized market-wide way); avoiding speculation about inflation; and being a parameter for which participants in the real estate market are able to provide general market norms (which, of course, should be considered in light of the particulars of the specific location and project). We consider a 6.0% untrended return on cost to be reasonable in the current development market, assuming escalation of operating cash flow at a reasonable constant inflation rate.

This return on cost is higher than what would have been required at the peak of the market a couple of years ago. Required rates of return may decrease over time if and when interest rates for development financing decrease as a result of reductions in treasury bond interest rates, though there are various factors that might not necessarily result in this being a one:one relationship. We note that long term rates, which had been gradually declining over the past year, have recently edged up slightly. A slight variation in the required return on cost would have significant implications for the required subsidy amount, as would variations in development cost or elements of net operating income.

Trended return on cost, used by the developer as a threshold for feasibility/financeability, adds the vagary of inflation, but is also a valid measure, understanding that it would need to be higher than the untrended return. Accordingly, our analysis estimates both trended and untrended return on cost – the former, as it is the threshold metric proposed by the developer, and the latter, as a check.

Our evaluation of the developer's Phase 1 assumptions revealed the following major points:

- Estimated development costs of $507,000 per unit are higher than we have seen on recent projects, but this is, to a significant extent, due to cost premiums including the added cost of the large number of City parking spaces being provided, the high land price, and the Work Force Housing Contribution.
- The relatively high construction cost is based on an estimate by an experienced construction company, though this warrants review upon more refined cost estimation and contracting.
- Revenue estimates, based primarily on apartment rents at $3.25 per square foot in $2024, are within the range of reasonableness
- Real estate tax estimates were prepared by a third party consultant specializing in this area and equate to a taxable assessed value of $317,000 per unit in $2024, which is reasonable relative to valuation of comparable properties
- Operating expenses, prior to taxes and direct assessments, at $9,300 per unit and 23% of effective gross income are higher than what we've seen estimated for other projects, but have been estimated by an experienced third party property manager and are consistent with the operating experience of a similar property in the market

owned by the developer, reflecting the generally accepted understanding that expenses have been increasing at a challenging rate.

- The assumed 3% annual inflation applied to revenues and expenses in the trended analysis is considered reasonable.

Based on the above, we consider the developer's assumptions, generally, to provide a reasonable basis for assessing the property's financial performance, while noting that relatively small variations within the range of reasonableness of these elements of the pro forma can have a dramatic impact on the amount of subsidy required. We made various adjustments to the pro forma, the primary ones being:

- We accepted the developer's revised estimate of the number of parking spaces available for rental to tenants as second spaces at 231.
- We added some parking revenue attributable to evening and weekend usage of the 53 non-exclusionary spaces the private owner would control at those times at an average of $3.00 per day.
- We incorporated our preliminary estimate of the City's operating expense payment ($150,000 in $2024) which was not included in the developer's pro forma
- We incorporated the 2024 millage rates
- We excluded direct assessments from the amount subject to Tax Increment Financing, reducing the TIF amount

Based on the above, our analysis of Phase 1, presented on the following page, indicates a trended return on cost of 5.73% without the TIF. With the addition of the TIF rebate, equaling an estimated $1,768,000 in 2029, the trended return on cost is 6.48%. close to the developer's 6.5% target.

The corresponding untrended return on cost at 4.94% without the TIF and 5.59% with the TIF, which is $1,525,000 in $2024. Note that the untrended return is significantly lower than the 6.0% we would normally consider to be the target threshold.

The developer's expectation that it can finance the project at this rate of return is assumed to be based upon the anticipation that revenues may rise in the near- and/or long-term above the average annual 3% increase assumed in the analysis, or, perhaps, finding efficiencies in construction or other development costs, operating expenses, or financing rates which could lift the return.

Our TIF analysis, presented later in this transmittal, estimates CRA incremental revenues from the Phase 1 project after the proposed TIF rebate at $2,400,000 in 2039 and to total $15,600,000 through the CRA sunset in 2044, with a present value at January, 2025 estimated at approximately $7,900,000, based on a 4% discount rate.

The City is estimated to receive total incremental tax revenues from the Phase 1 project of $111,000,000 over 50 years of the property's operation (i.e. through 2078). As these revenues would be primarily back-loaded, following the CRA sunset, their present value as of January, 2025 is estimated at only $1,900,000. A discount rate of 4.0% was applied to revenues during the initial period prior to CRA sunset and a 6.0% discount rate was applied to revenues in following years, given greater uncertainty re. market conditions and the property at that point no longer being positioned as a newer prime property in the marketplace.

Financial Feasibility/Gap Analysis

	Untrended $ 2024		Trended $ 2029	
Development Cost			3.0%	annual inflation
Acquisition Cost	$22,000,000		$22,000,000	
Total Hard Costs	$153,000,000		$153,000,000	
Soft & Other Costs (Incl Predev, Dev OH&Fee, Impact & Other Fees, Owner Hard Contingency, TI, Financing Costs, Lease-Up)	$60,873,244		$60,873,244	
Total Development Cost	**$235,873,244**		**$235,873,244**	
Stabilized Operating Income				
Apartment Rental	$17,478,474		$20,262,342	
Parking (2nd Space) Rental & Nonexclusive Meter Rev	$335,235		$388,629	
Other Residential Income	$1,709,630		$1,981,930	
Gross Potential Residential Revenue	$19,523,339		$22,632,901	
Less Vacancy	($976,167)		($1,131,645)	
Residential Effective Gross Income	$18,547,172		$21,501,256	
Retail Rent (after 5% vacancy)	$222,310		$257,718	
Effective Gross Income	$18,769,482		$21,758,973	
Operating Expenses Excluding Taxes & Direct Assessmts	$4,335,080		$5,025,546	
Direct Assessments	$90,250		$104,625	
RE Tax after 4% early payment discount	$2,838,660		$3,290,785	
Total Tax & Operating Expenses	$7,263,990		$8,420,956	
Less City Payment for Share Garage Operating Expenses	($150,000)		($173,891)	
Total Tax & Operating Expenses	$7,113,990		$8,247,065	
Net Operating Income	**$11,655,491**		**$13,511,909**	
Required Subsidy Analysis	**Without Subsidy**	**With Subsidy**	**Without Subsidy**	**With Subsidy**
Net Operating Income Before TIF Rebate	$11,655,491	$11,655,491	$13,511,909	$13,511,909
Plus TIF Rebate	$0	$1,525,415	$0	$1,768,374
Adjusted NOI with TIF	$11,655,491	$13,180,906	$13,511,909	$15,280,283
Development Cost	$235,873,244	$235,873,244	$235,873,244	$235,873,244
	4.94%	5.59%	5.73%	6.48%

The estimated development cost, operating income and tax and incremental TIF revenues of Phase 2 nearly mirror that of Phase 1, as would the nature and annual amount of the developer's proposed annual TIF rebate. Accordingly, the annual financial need estimated for Phase 1 would also apply to Phase 2, assuming a continuation of current market conditions.

The developer's request for only seven years of TIF rebate for Phase 2 reflects its expectation that rents will have risen above standard inflation by the rebate period, which would likely be approximately the same time as or later than the end of Phase 1's ten-year TIF period.

If construction were to start in three years following Phase 1's construction start – say mid-2029 (which is three years before Phase 2's outside construction start date), the TIF would expire at approximately the same time as Phase 1, resulting in financial effects to the CRA and City of comparable amounts as generated by Phase 1.

If TIF Not Awarded

As the CRA considers this TIF request, an obvious question is what will happen if it is not granted to both phases or only granted to Phase 1. There is a possibility that, in the coming year and half prior to the Phase 1 outside construction start date, the private development market will recover its equilibrium based on some combination of financing rates coming down somewhat, construction costs stabilizing, and rents increasing to a level that supports new development, as has been the case in past boom and bust cycles in Southeast Florida, which have shown the resiliency of the market.

In that event, there would be a reasonable chance that the developer could be able to make the project work without a TIF, enabling the CRA to realize all the incremental revenue over that period.

Of course, this is a hypothetical. There is no guaranty when the development market will recover. Whether or not the present value of incremental revenues to the CRA and City would be significantly higher than if the developer can proceed with the project in the near term under the proposed agreement would be a function of the level of risk ascribed to the hypothetical in terms of a discount rate, which would be a subjective determination.

Relative to Phase 2, the developer contends that securing the TIF award for this phase well in advance of its likely construction start would enhance its financing efforts and increase the chance of it starting Phase 2 earlier. As a practical matter, given the large number of units to be absorbed in Phase 1, it is highly questionable whether the developer would start Phase 2 construction before completion of Phase 1, i.e. before mid-2028. It would be exceedingly speculative to predict development market conditions that far in advance. The market may still be in need of TIF subsidy of some amount, which might or might not be the amount being proposed to be locked in now, but it also may have returned to equilibrium, not requiring TIF.

POSSIBLE STRUCTURING CONCEPTS

If the CRA decides to award a TIF at this time for Phase 2, it might consider significantly tightening the outside construction start date, perhaps to mid-2027, to provide a real spur to full development happening sooner than it might otherwise. This date would be doable with Phase 1 construction likely starting prior to the outside date and its garage being available for City parking in advance of interior construction of residential/commercial space to accommodate the shift of City parking from the North parcel.

If the CRA decides to grant a TIF to one or both phases, it may wish to explore options for structuring the award so the amount may be reduced in the event it proves not to be fully needed – at the time the construction contract and financing are secured, upon completion of construction, and/or during operations.

Developers and financing sources, understandably, would prefer surety and simplicity – a guaranteed award without any adjustments. Still, with so much money at stake, development factors subject to verifiable refinement, and a development market that may show improvement over the near term, and considered more likely than not, over the next few years the developer proposes the TIF allow for it to start construction of Phase 2, there may be opportunities to adjust the TIF without unduly hamstringing the developer's financing efforts, as has been accomplished in other public-private deals.

It would be essential to make any adjustments subject to verifiable improvements in the project's economics so that the developer and financing sources could be assured such adjustment would not impact targeted threshold rate of return.

Especially given anticipated (albeit not guaranteed) improvements in development market factors, there may be some adjustments that might not take effect if construction starts in the near term – say the six – twelve months following TIF approval, but could kick in if the project does not start till later in the proposed allowed timeframes.

A few concepts that could be explored with the developer are:

- Reduce TIF award by amount (or percentage thereof) if actual construction cost (with agreed upon escalation adjustment) is less than currently estimated. This can be determined upon construction contracting and, again, at completion of construction.
- Reduce TIF award by amount (or percentage thereof) if actual permit fees and other exactions are less than current estimates, which have not been verified at this time.
- Adjust above for costs impacted by reduction in construction and permit costs.
- Reduce TIF award by some negotiated factor relative to some verifiable measure of financing rates or treasury bond yields which would impact market required rate of return on cost.
- Adjust TIF award on ongoing basis by means of a participation in excess return in cash flow and capital events.

Town Square Phase 1 - South Parcel	Year of operation:					1	2	3	4	5	6	7	8
PROPOSED TIF INCENTIVE CASH FLOW	Calendar Year:	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Annual Escalation Rate:		0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Taxable Value Prior to Redevelopment													
Improvements		-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land		11,425,000	$11,767,750	$12,120,783	$12,484,406	$12,858,938	$13,244,706	$13,642,047	$14,051,309	$14,472,848	$14,907,034	$15,354,245
Total		$11,425,000	$11,767,750	$12,120,783	$12,484,406	$12,858,938	$13,244,706	$13,642,047	$14,051,309	$14,472,848	$14,907,034	$15,354,245
Ad Valorem Taxes Prior to Development													
Improvements		-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land		220,011	$226,612	$233,410	$240,413	$247,625	$255,054	$262,705	$270,586	$278,704	$287,065	$295,677
Total		220,011	$226,612	$233,410	$240,413	$247,625	$255,054	$262,705	$270,586	$278,704	$287,065	$295,677
Estimated Assessed/Taxable Value of Completed Project		$147,409,059	$151,831,330	$156,386,270	$161,077,858	$165,910,194	$170,887,500	$176,014,125	$181,294,549	$186,733,385	$192,335,387	$198,105,448
		pre-construction	pre-construction	preconstrn/constrn	construction	constr/pre-stablztn						
% Valuation of Completed Stabilized Project (if 0%, Prior AV)		0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%
Taxable Value of Project		$11,425,000	$11,767,750	$12,120,783	$12,484,406	$12,858,938	$170,887,500	$176,014,125	$181,294,549	$186,733,385	$192,335,387	$198,105,448
Est RE Tax After Development		$2,838,660	$2,923,820	$3,011,534	$3,101,880	$3,194,937	$3,290,785	$3,389,508	$3,491,193	$3,595,929	$3,703,807	$3,814,921
Project Incremental Value		$0	$0	$0	$0	$0	$157,642,794	$162,372,078	$167,243,240	$172,260,537	$177,428,353	$182,751,204
TIF Revenue = 95% of Project Increment x (City + County Millage) less 4% early payment discount													
City TIF Contribution @ Millage Rate =	7.80	$0	$0	$0	$0	$0	$1,121,408	$1,155,050	$1,189,702	$1,225,393	$1,262,154	$1,300,019
County Contribution @ Millage Rate =	4.50	$0	$0	$0	$0	$0	$646,966	$666,375	$686,366	$706,957	$728,166	$750,011
TIF Revenue Created by Project	12.30	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,768,374**	**$1,821,425**	**$1,876,068**	**$1,932,350**	**$1,990,320**	**$2,050,030**
	0.61												
Proposed Incentive Award = Award Factor x TIF Revenue created by Project													
TIF Award @ Award Factor =	100%	$0	$0	$0	$0	$0	$1,768,374	$1,821,425	$1,876,068	$1,932,350	$1,990,320	$2,050,030
Cummulative of Above			$0	$0	$0	$0	$1,768,374	$3,589,799	$5,465,867	$7,398,216	$9,388,537	$11,438,567
			$0	$0	$0	$0	$1,768,374	$1,821,425	$1,876,068	$1,932,350	$1,990,320	$2,050,030
@ Award Factor % up to Total $ Amount	**100%**	**$20,000,000**	$0	$0	**$0**	**$0**	**$1,768,374**	**$1,821,425**	**$1,876,068**	**$1,932,350**	**$1,990,320**	**$2,050,030**
NPV to TCO - 1/1/27 @	4.0%	$14,888,000										
NPV to 1/1/25 @	4.0%	$13,764,000										
Total Remaining with CRA		**$15,645,000**			**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
NPV to TCO - 1/1/27 @	**4.0%**	$8,531,000										
NPV to 1/1/25 @	4.0%	$7,887,000										
5% of City Operating Millage Retained by City *		**$1,782,000**				$0	$0	$88,419	$91,071	$93,803	$96,617	$99,516	$102,501
NPV to TCO - 1/1/27 @	4.0%	$1,171,000											
NPV to 1/1/25 @	4.0%	$1,083,000											
City Tax After CRA Sunset @ City Millage *	7.80	**109,355,000**				$0	$0	$0	$0	$0	$0	$0	$0
NPV to TCO - 1/1/27 @	6.0%	$966,000											
NPV to 1/1/25 @	6.0%	$860,000											
Total City Before & After CRA Sunset		**$111,137,000**											
NPV to TCO - 1/1/27 @		$2,137,000											
NPV to 1/1/25 @		$1,943,000											
* Not including City Operating Millage on base (pre-project) value													
Total Tax Millage		20.0594											
Early payment discount		4%											

Town Square Phase 1 - South Parcel	Year of operation:		9	10	11	12	13	14	15	16	17	18	19
PROPOSED TIF INCENTIVE CASH FLOW	Calendar Year:		2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
	Annual Escalation Rate:		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Taxable Value Prior to Redevelopment													
Improvements			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land			$15,814,872	$16,289,318	$16,777,998	$17,281,338	$17,799,778	$18,333,771	$18,883,784	$19,450,298	$20,033,807	$20,634,821	$21,253,865
Total			$15,814,872	$16,289,318	$16,777,998	$17,281,338	$17,799,778	$18,333,771	$18,883,784	$19,450,298	$20,033,807	$20,634,821	$21,253,865
Ad Valorem Taxes Prior to Development													
Improvements			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land			$304,547	$313,684	$323,094	$332,787	$342,771	$353,054	$363,645	$374,555	$385,791	$397,365	$409,286
Total			$304,547	$313,684	$323,094	$332,787	$342,771	$353,054	$363,645	$374,555	$385,791	$397,365	$409,286
Estimated Assessed/Taxable Value of Completed Project			$204,048,612	$210,170,070	$216,475,172	$222,969,427	$229,658,510	$236,548,266	$243,644,714	$250,954,055	$258,482,677	$266,237,157	$274,224,272
% Valuation of Completed Stabilized Project (if 0%, Prior AV)			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Taxable Value of Project			$204,048,612	$210,170,070	$216,475,172	$222,969,427	$229,658,510	$236,548,266	$243,644,714	$250,954,055	$258,482,677	$266,237,157	$274,224,272
Est RE Tax After Development			$3,929,369	$4,047,250	$4,168,668	$4,293,728	$4,422,539	$4,555,216	$4,691,872	$4,832,628	$4,977,607	$5,126,935	$5,280,743
Project Incremental Value			$188,233,740	$193,880,752	$199,697,175	$205,688,090	$211,858,733	$218,214,495	$224,760,929	$231,503,757	$238,448,870	$245,602,336	$252,970,406
TIF Revenue = 95% of Project Increment x (City + County Millage) less 4% early payment discount													$1
City TIF Contribution @ Millage Rate =		7.80	$1,339,020	$1,379,190	$1,420,566	$1,463,183	$1,507,078	$1,552,291	$1,598,859	$1,646,825	$1,696,230	$1,747,117	$1,894,242
County Contribution @ Millage Rate =		4.50	$772,511	$795,687	$819,557	$844,144	$869,468	$895,552	$922,419	$950,091	$978,594	$1,007,952	
TIF Revenue Created by Project		12.30	**$2,111,531**	**$2,174,877**	**$2,240,123**	**$2,307,327**	**$2,376,547**	**$2,447,843**	**$2,521,278**	**$2,596,917**	**$2,674,824**	**$2,755,069**	**$1,894,242**
		0.61											
Proposed Incentive Award = Award Factor x TIF Revenue created by Project													
TIF Award @ Award Factor =		100%	$2,111,531	$2,174,877	$2,240,123	$2,307,327	$2,376,547	$2,447,843	$2,521,278	$2,596,917	$2,674,824	$2,755,069	$1,894,242
Cummulative of Above			$13,550,097	$15,724,974	$17,965,097	$20,272,424	$22,648,970	$25,096,813	$27,618,091	$30,215,008	$32,889,832	$35,644,901	$37,539,143
			$2,111,531	$2,174,877	$2,240,123	$2,307,327	$0	$0	$0	$0	$0	$0	$0
@ Award Factor % up to Total $ Amount	**100%**	**$20,000,000**	**$2,111,531**	**$2,174,877**	**$2,240,123**	**$2,034,903**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
NPV to TCO - 1/1/27 @	4.0%	$14,888,000					**0%**						
NPV to 1/1/25 @	4.0%	$13,764,000											
Total Remaining with CRA		**$15,645,000**	**$0**	**$0**	**$0**	**$272,424**	**$2,376,547**	**$2,447,843**	**$2,521,278**	**$2,596,917**	**$2,674,824**	**$2,755,069**	
NPV to TCO - 1/1/27 @	**4.0%**	$8,531,000											
NPV to 1/1/25 @	4.0%	$7,887,000											
5% of City Operating Millage Retained by City *		**$1,782,000**	$105,577	$108,744	$112,006	$115,366	$118,827	$122,392	$126,064	$129,846	$133,741	$137,753	
NPV to TCO - 1/1/27 @	4.0%	$1,171,000											
NPV to 1/1/25 @	4.0%	$1,083,000											
City Tax After CRA Sunset @ City Millage *	7.80	**109,355,000**	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,894,242
NPV to TCO - 1/1/27 @	6.0%	$966,000											
NPV to 1/1/25 @	6.0%	$860,000											
Total City Before & After CRA Sunset		**$111,137,000**											
NPV to TCO - 1/1/27 @		$2,137,000											
NPV to 1/1/25 @		$1,943,000											
* Not including City Operating Millage on base (pre-project) value													
Total Tax Millage		20.0594											
Early payment discount		4%											

PUBLIC PARKING

The Phase 1 project is proposed to include 224 spaces to be allocated to the City – 171 for its exclusive use and 53 for the City's use between 7:30 AM and 6:30 PM on weekdays. Note, the proposed number of non-exclusive use and total spaces are 12 less than specified in the lease, with that amount to be made up in the second phase, representing a proposed revision to the lease. The Phase 2 project is proposed to include 249 spaces allocated to the City – 192 on an exclusive basis and 57 for its use during the above-specified hours. Note, the non-exclusive and total proposed for Phase 1 are 12 less than the number specified in the lease, with that amount to be made up in the second phase, representing a proposed revision to the lease.

The developer attributes a value to the CRA for the public spaces based on capital cost (including land, hard and soft costs) if the CRA or City were to develop a garage of $55,000 per space and applies this to the total number of exclusive and non-exclusive use City spaces for a total of $26,000,000 – $12,300,000 for the Phase 1 project and $13,700,000 for Phase 2. The above and following estimates in this section are expressed in $2024.

Adjusting the attributed value of the non-exclusive spaces using the ratio (33%) specified in the lease for calculating the City's operating expenses (see following paragraph), yields an attributed value of $10,400,000 for the Phase 1 project and $11,600,000for Phase 2 for a total of $22,000,000.

As specified in the lease, the private project owner will retain ownership and responsibility for managing, operating and maintaining the spaces. The City shall be entitled to all revenue from the spaces under its control and pay a proportionate share of garage operating expenses. For purposes of the latter, the number of City spaces is defined as 100% of the exclusive spaces plus 33% of the non-exclusive spaces (33% based on the number of hours per week of City control divided by total hours per week). Operating expenses attributable to the garage are defined as including real estate taxes.

The developer proposes an allocation of proportionate garage operating expenses for Phase 1 of $216,000 ($335,000 less proportionate share of the TIF rebate) and $219,000 ($343,000 less proportionate share of TIF rebate) for Phase 2. The determination of the percentage of the project's operating costs attributable to the garage should be the subject of a detailed analysis, but, generally, the developer's proposed allocation of operating expenses other than insurance and property taxes pass a preliminary test of reasonableness.

However, the developer's basing the allocation of the total property's insurance and taxes attributable to the garage on its proportionate share of the overall project gross square footage (37% in Phase 1) is not considered to be reasonable. These expenses are based on factors including replacement cost and value and, clearly, a square foot of finished residential/commercial space would have a considerably higher replacement cost and value than a square foot of garage.

Prior to more detailed analysis, we consider a reasonable basis (at least a starting point) for allocating these costs would be the hard cost attributable to each of these components. The developer has suggested garage hard cost might be in the range of $25,000 - $30,000 per space. Applying the high end of this range to the effective number of City spaces and dividing this by the developer's estimated total hard cost for the project yields a percentage of 19.7% for Phase 1. Real estate tax and TIF rebate are also adjusted based on our estimates. These adjustments result an operating cost allocation to the City for Phase 1 of $150,000 ($206,000 less proportionate share of the TIF rebate). The developer's and adjusted estimates for Phase 1 are presented on the following page. The operating expense payment for Phase 2 would be a similar amount.

A conversation with the County property appraiser did not provide clear direction as to whether or not taxable value would be assessed against the City spaces. This is a matter that likely may not be determined until after the appraiser gives the valuation of this property serious consideration upon its completion. If taxable value is not attributed to the City spaces, the above ratios and the tax portion would be less than presented above – at least to the extent that the relative share of the project's taxes attributable to the garage would be lower. If the CRA decides to grant the TIF it would be an opportunity to amend the lease to eliminate real estate taxes from the calculation of the City's pro rata share of garage operating costs in the event that it can be established that the County property appraiser is not considering the City spaces in its calculation of assessed taxable value.

Parking revenue generated by the City spaces would offset at least some and possibly all of the pro rata operating cost obligation, potentially yielding significant net revenues. The developer has provided illustrative estimates of parking revenue that the City might realize assuming $2,500 per space per year applied only to the exclusive use spaces, which would yield annual revenues of $428,000 in Phase 1 and $480,000 in Phase 2. If this level of revenue were to be realized, and assuming the above-estimated adjusted operating expense payment, the City spaces would generate an annual net revenue after expense payment of $278,000in Phase 1 and somewhat more in Phase 2. A qualified parking consultant could estimate demand and parking revenues

City Garage OpEx Payment
Phase 1
$2024
DEVELOPER ESTIMATE

		City Spaces		Total	Effective			
		Exclusive Spaces		171	171			
		Non-Exclusive Spaces	33%	53	17			
		Total		224	**188**			
		Share of total	1005		**18.76%**		City $ / Total	City $ / Effective
		Total Op Ex	Garage %	Garage $	City%	City $	City Space	City Space
Marketing		178,000	0%	-	18.8%	-	-	-
Salaries/Benefits		965,000	10%	96,500	18.8%	18,099	81	96
Utilities		610,000	20%	122,000	18.8%	22,881	102	121
Maintenance Contracts/Grounds		375,000	10%	37,500	18.8%	7,033	31	37
Repairs & Maintenance		210,000	10%	21,000	18.8%	3,939	18	21
Turnover/Leasing Costs		97,650	0%	-	18.8%	-	-	-
Conceirge/Security		95,000	5%	4,750	18.8%	891	4	5
Administrative Expenses		405,000	5%	20,250	18.8%	3,798	17	20
Management Fee		406,071	10%	40,607	18.8%	7,616	34	40
Property Insurance		1,023,000	37.1%	379,773	18.8%	71,227	318	378
Total before RE Taxes		**4,364,721**	**16.6%**	**722,380**	**18.8%**	**135,484**	**605**	**719**
RE Taxes		2,859,750	37.1%	1,061,638	18.8%	199,113	889	1,056
Total before TIF Rebate		**7,224,471**	**24.7%**	**1,784,018**	**18.8%**	**334,597**	**1,494**	**1,775**
TIF Rebate	60%	(1,715,850)	37.0%	(634,865)	18.8%	(119,070)	(532)	(632)
Total Operating Expenses		**5,508,621**	**20.9%**	**1,149,153**	**18.8%**	**215,526**	**962**	**1,143**

City Garage OpEx Payment
Phase 1
$2024
ADJUSTED ESTIMATE

		City Spaces		Total	Effective			
		Exclusive Spaces		171	171			
		Non-Exclusive Spaces	33%	53	17			
		Total		224	**188**			
		Share of total	1005		**18.76%**		City $ / Total	City $ / Effective
		Total Op Ex	Garage %	Garage $	City%	City $	City Space	City Space
Marketing		178,000	0%	-	18.8%	-	-	-
Salaries/Benefits		965,000	10%	96,500	18.8%	18,099	81	96
Utilities		610,000	20%	122,000	18.8%	22,881	102	121
Maintenance Contracts/Grounds		375,000	10%	37,500	18.8%	7,033	31	37
Repairs & Maintenance		210,000	10%	21,000	18.8%	3,939	18	21
Turnover/Leasing Costs		97,650	0%	-	18.8%	-	-	-
Conceirge/Security		95,000	5%	4,750	18.8%	891	4	5
Administrative Expenses		405,000	5%	20,250	18.8%	3,798	17	20
Management Fee		376,430	10%	37,643	18.8%	7,060	32	37
Property Insurance*		1,023,000	19.7%	201,591	18.8%	37,809	169	201
Total before RE Taxes		**4,335,080**	**12.5%**	**541,234**	**18.8%**	**101,510**	**453**	**539**
RE Taxes*		2,838,660	19.7%	559,383	18.8%	104,914	468	557
Total before TIF Rebate		**7,173,740**	**15.3%**	**1,100,617**	**18.8%**	**206,423**	**922**	**1,095**
TIF Rebate*		(1,525,415)	19.7%	(300,596)	18.8%	(56,378)	(252)	(299)
Total Operating Expenses		**5,648,325**	**14.2%**	**800,021**	**18.8%**	**150,046**	**670**	**796**

* % Allocation of Project Insurance, RE Tax and TIF Rebate to Garage based on								
Garage hard cost @	$30,000	per space =	$30,150,000	19.7%				
divided by total project hard cost			$153,000,000					

ASSUMPTIONS AND LIMITING CONDITIONS

- Information provided by others for use in this analysis is believed to be reliable, but in no sense is guaranteed. All information concerning physical, market or cost data is from sources deemed reliable. No warranty or representation is made regarding the accuracy thereof, and is subject to errors, omissions, changes in price, rental, or other conditions.

- The Consultant assumes no responsibility for legal matters nor for any hidden or unapparent conditions of the property, subsoils, structure or other matters which would materially affect the marketability, developability or value property.

- The analysis assumes a continuation of current economic and real estate market conditions, without any substantial improvement or degradation of such economic or market conditions except as otherwise noted in the report.

- Any forecasts of the effective demand for space are based upon the best available data concerning the market, but are projected under conditions of uncertainty.

- Since any projected mathematical models are based on estimates and assumptions, which are inherently subject to uncertainty and variation depending upon evolving events, The Consultant does not represent them as results that will actually be achieved.

- The report and analyses contained therein should not be regarded as constituting an appraisal or estimate of market value.

- The analysis was undertaken to assist the client in evaluating and strategizing the potential transaction discussed in the report. It is not based on any other use, nor should it be applied for any other purpose.

- Possession of this report or any copy or portion thereof does not carry with it the right of publication nor may the same be used for any other purpose by anyone without the previous written consent of the Consultant and, in any event, only in its entirety.

- The Consultant shall not be responsible for any unauthorized excerpting or reference to this report.

- The Consultant shall not be required to give testimony or to attend any governmental hearing regarding the subject matter of this report without agreement as to additional compensation and without sufficient notice to allow adequate preparation.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

NEW BUSINESS

AGENDA ITEM 15.D

SUBJECT:
Discussion and Consideration of the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for Providing Reimbursement for the Construction Costs of the Neighborhood Officer Policing Program Location located within the Boynton Beach Community Redevelopment Area

SUMMARY:
At the October 12, 2021, CRA Board meeting, the Board approved the relocation of the Neighborhood Officer Policing (NOP) Program office from the Ocean Breeze East Apartments to the E. MLK Jr. Boulevard Commercial portion of the mixed-use project (see Attachment I).

The CRA Board approved the Development Agreement and subsequent First and Second Amendments between the CRA and Centennial Management Corp. (CMC)/Wells Landing Apartments, LLC (d/b/a Heart of Boynton Shops) for the commercial component (see Attachments II-IV). The mixed use project consists of 124 affordable multi-family rental apartments and 8,250 square foot of neighborhood serving uses within three buildings on both sides of MLK Jr. Boulevard. The residential portion of the project was completed in July 2024.

As defined in the Development Agreements, Unit 8 is a 1,055 square foot rent-free space dedicated to the CRA's NOP Program. As indicated in the First Amendment to the Development Agreement, the CRA has committed $100,054 towards the design and construction of the NOP Office (see Attachment III - Section 4.a.). More specifically, $25,000 towards the design and $75,054 towards the construction.

At the May 9, 2024 CRA Board Meeting and May 16, 2024 City Commission Meeting, Resolution 23-064 was approved (see Attachment V) authorizing the City to enter into a lease agreement with CMC. The ILA also allows the CRA to reimburse CMC for the build-out of the NOP Office and allow the CRA to reimburse the City for the monthly operational expenses outlined in the lease. The lease will be between the City and CMC since the lease term will survive the CRA sunset in 2044.

The lease contains the following terms:

- **Location:** 117 E. MLK Jr. Boulevard 201, Unit 8
- **Size:** 1,055 square foot
- **Use:** Neighborhood Officer Program Office

- **Lease Term:** One five-year term subject to automatic renewal for five additional five-year periods
- **Annual Base Rent:** $0
- **Monthly Common Area Maintenance:** $96.71 to be reimbursed by the CRA as part of the operational expenses in the ILA for the annual NOP Program

In August 2024, CRA and City Staff met with the Boynton Beach Police Department (BBPD) to review the build-out costs for the NOP office. At the conclusion of those meetings, the BBPD identified $31,977.36 that they will contribute towards additional enhancements to the build-out and the CRA would fund the remaining costs (see Attachment VI).

On December 5, 2024, the CRA received a final cost from CMC for the build-out of the NOP was $155,875 (see Attachment VII). Paragraph 3.c. of the ILA (see Attachment V) states the City is responsible for the construction outside of the CRA's contribution of $100,054. Due to increased costs for the NOP office buildout, a new ILA is needed in order to provide additional CRA funding for the construction, reimbursement to the City for the additional enhancements and identify the City's contribution of $31,977.36. Attachment VIII provides an overview of the costs to the City and CRA.

The Draft ILA has been provided as Attachment IX.

FISCAL IMPACT:
FY 2022-2023 Project Fund Budget; #02-58100-203; $25,000 (design fees)
FY 2022-2023 Project Fund Budget; #02-58200-406; $75,054 (tenant buildout)
FY 2024-2025 Project Fund Budget; #02-58500-460; $80,821 (tenant buildout)

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

CRA BOARD OPTIONS:
1. Approve the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for Providing Reimbursement for the Construction Costs of the Neighborhood Officer Policing Program Location located within the Boynton Beach Community Redevelopment Area, and Authorize Board Chair to execute pending final legal review.

2. Alternative direction based on Board discussion.

ATTACHMENTS:

Description

- Attachment I - October 12, 2021 CRA Board Meeting Minutes
- Attachment II - Executed Development Agreement
- Attachment III - Executed First Amendment to the Development Agreement
- Attachment IV - Executed Second Amendment to the Development Agreement
- Attachment V - R23-064
- Attachment VI - Summary of Meeting with BBPD
- Attachment VII - Final Cost Estimate
- Attachment VIII - Construction Breakdown
- Attachment IX - DRAFT ILA

17 **A.** Consideration of a Second Amendment to the Purchase and Development Agreement to delete the Flex Space for a New Neighborhood Officer Program Office and Community Space in the Ocean Breeze East Project *(Heard out of Order)*

Ms. Shutt explained this item is a request to consider the second amendment to the Purchase and Development Agreement to delete the obligation to provide flex space for the new Neighborhood Officer Program in the Ocean Breeze East project completed in December that built 123 affordable rental apartments. Ms. Elizabeth Roque was present for Ocean Breeze East. The CRA had a requirement for Centennial Management to have the space within the development. There were a number of attempts to find funds to build the office, but in August 2020, the Police Chief requested an office on MLK Jr. Boulevard in a mixed-use property they are getting ready to build in the next few months. This space could be used for a community use or revert back to a residential use. On October 1st, Centennial Management issued a request for the CRA to waive the requirement. Ms. Roque will also present to the Board, project close-out data including the number of residents served and how many jobs will be provided to the Boynton Beach business. If the Board was interested in pursuing the request, there are two options: amend the original Development Agreement to eliminate the requirement and amend the MLK Purchase and Development Agreement to ensure there is an accommodation for the NOP Office there.

Elizabeth Roque, Centennial Management, explained they were asked how many people from Boynton Beach were hired. She responded RS Construction hired the following subcontractors for the Ocean Breeze Development, who were Ridgeway Plumbing at 640 Industrial Avenue Boynton Beach, and Sir Electric at 1401 Neptune Drive, Boynton Beach. They also hired a local Boynton Beach resident, "Tory" who is doing an excellent job at Ocean Breeze and Centennial Management issued notices for landscapers. People applied, but she did not know if they were from Boynton Beach. Ocean Breeze East was a very successful construction project. The lease up of the 123 unit project was completed in 10 months and was 100% occupied by December 2020. Forty-six units were leased by Boynton Beach residents. The remaining tenants were from Palm Beach County, a few from Broward and two families were from Miami. The outparcel they have is being used for storage. There were some requests to use space in OBE: one was for a dance studio and another for an academy. She commented considering their request to be relieved of an obligation, she did not feel it was an obligation. They want to do something for the City. If they can put a non-profit or a dance studio there, they are happy to do so. They are not looking to make money, only to better the community. They would just have to figure out how to do so, build it out and meet that need.

Chair Grant commented the CRA cannot put a non-profit there. The agreement stated they would fund the Neighborhood Officer office there. The CRA could still fund a program to go there. Ms. Shutt advised the CRA was to build it out. The building is a shell, the plumbing is there. They would need to put framing up, build one or two

bathrooms and determine the space needs. Chair Grant wanted to ensure the CRA puts in their fair share for things to help the community. He suggested issuing a press release or information about space available for a non-profit. They like helping the youth as they do not have enough activity.

Attorney Rossmell commented if the CRA proposed to remain open to fund expenses that would otherwise qualify for property development grants the CRA has, they are within the CRA mission for the project as it moves forward. She clarified If they want a condition for consideration for the movement made between the two projects, some sort of funding to help with infrastructure improvements, the Board should ask staff to do so. Chair Grant requested the CRA help with the build-out of the flex space for the betterment of the community. Based on comments from the residents, he believes something for the youth would provide the best benefit to the community. He requested they come back to request cost assistance to that space, they can move forward. Ms. Roque explained she can remove the request. Ms. Shutt commented they would want input on the cost as the last estimate it was substantial. Chair Grant requested around $50K Ms. Shutt stated originally it was $25K and $25K was moved for the NOP. It would be more, but the valuation to convert the space at Ocean Breeze was over $100K. Ms. Roque can put numbers together and discuss it at the November meeting.

Attorney Rossmell asked if the Board wanted to move forward with all aspects of transferring the NOP to the MLK project. She explained there would be two amendments required. Chair Grant agreed to transfer NOP space to MLK Wells Landing project and to discuss with Centennial Management the build-out of the flex space.

Motion

Board Member Romelus so moved. Vice Chair Hay seconded the motion. The motion passed unanimously.

Ms. Roque gave an update on the MLK Project. She advised they are almost through permitting with MLK and getting ready for closing in November. They hoped to break ground at the end of a year. They are planning for a restaurant in one of the units. Ms. Shutt would bring back terms for funding based on Ms. Roque's discussions with the architect.

11. CRA Advisory Board

A. CRA Advisory Board Meeting Minutes - September 2, 2021

B. Pending Assignments

Chair Grant would like presentations for one of the Florida Redevelopment Association (FRA) sessions Advisory Board Members attended. The majority of the Board does not

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

SH: MV

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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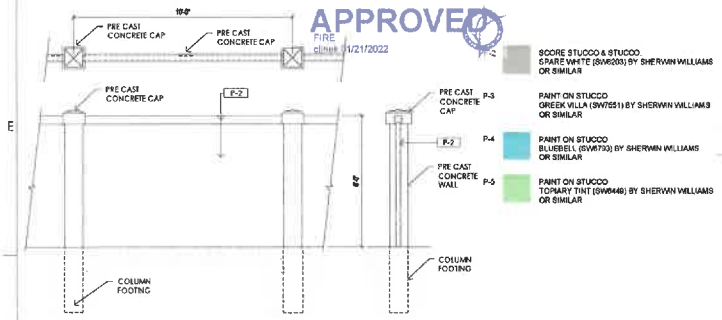
APPROVED
FIRE
date 01/21/2022



D1 PRE-CAST SITE WALL DETAIL
NOT TO SCALE

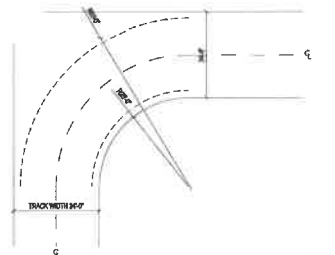
PARKING		REQ'D	FACTOR	PROV.
R	RESIDENTIAL	38	15% REDUCT.	32 PARKING SPACES
G	GUEST	4		4
C	COMMERCIAL	43	15% REDUCT.	37
	ADDITIONAL (R)			7
	TOTAL PARKING			80 PARKING SPACES

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

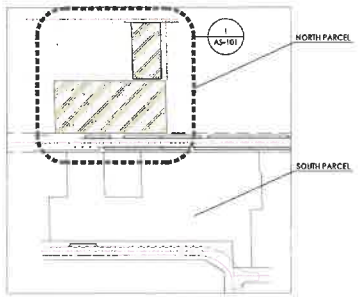
A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

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.		
	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"



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
P H 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

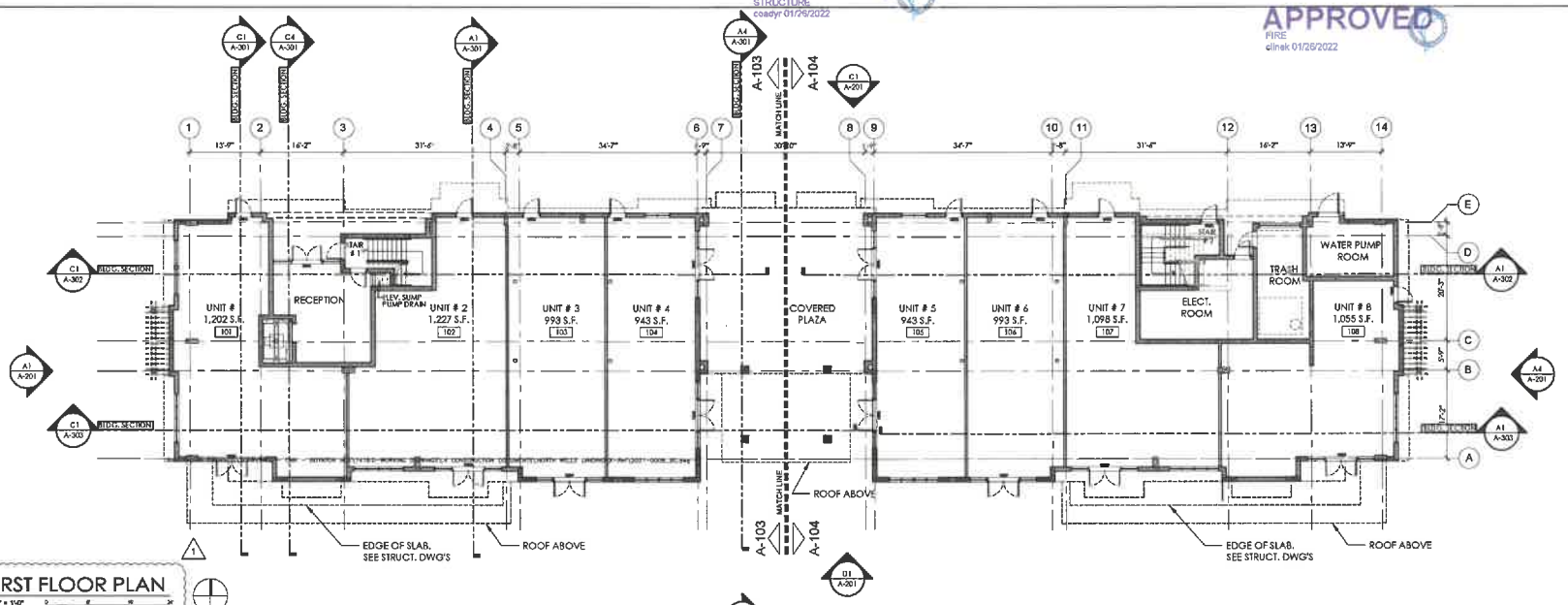
No.	Description	Date
	PART COMMENTS	08-10-2020
	PART COMMENTS	08-21-2020
	PART COMMENTS	09-08-2020
	CONDITION OF APPROVAL	05-28-2021
1	UPDATED	10-01-2021
2	UPDATED	12-01-2021

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

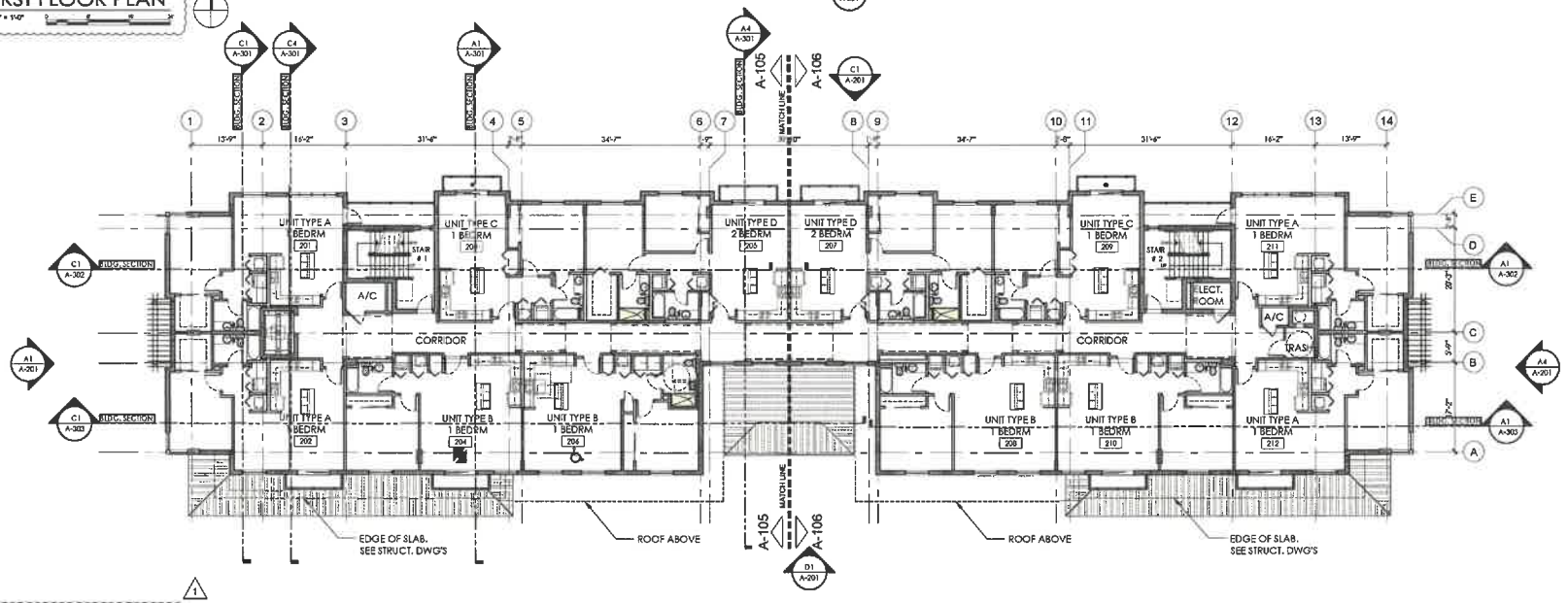
1135

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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GHA
GALLO HERBERT ARCHITECTS
3311 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

PROJECT
WELLS LANDING NORTH

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

OWNER

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

1136

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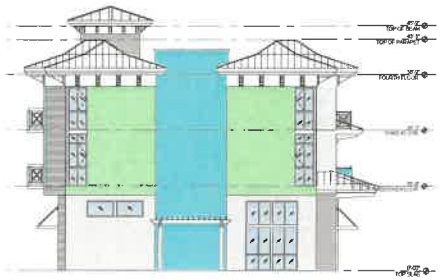
CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES



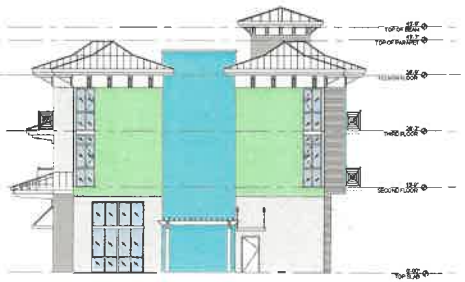
D1 SOUTH ELEVATION
3/32" = 1'-0"



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

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

PROJECT
WELLS LANDING NORTH

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

DRAWN

REVISIONS

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

1137

FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement ("First Amendment") is hereby entered into by and between the Boynton Beach Community Redevelopment Agency a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes ("CRA") and Wells Landing Apartments, LLC ("Developer"). Individually, the CRA or Developer may be referred to herein as a "party" and collectively may be referred to herein as the "parties."

WHEREAS, the parties previously entered into a Development Agreement dated February 8, 2022 (the "Agreement"); and

WHEREAS, the price of building materials has substantially increased since that time, rendering it difficult for prospective tenants to build out space within the Project described in the Agreement; and

WHEREAS, the prevention of vacancy furthers the CRA's statutory mandate to prevent slum and blight; and

WHEREAS, the Developer desires to assist prospective tenants with interior buildouts; and

WHEREAS, the parties desire to amend the Agreement such that both parties will contribute additional funding to the buildout of certain portions of the Project;

WHEREAS, the parties desire to allocate the funding as specified in this First Amendment;

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 above recitals are hereby incorporated herein as if fully set forth.

2. **Amendment Style.** Amendments to the Agreement are shown as follows: additions are shown in underlined format; deletions are shown in strikethrough format.

3. **Amendment to Paragraph 2(i) of the Agreement.** Paragraph 2(i) of the Agreement shall be amended as follows:

(i) "Secondary Eligible Expenses" shall mean: <u>bathrooms compliant with the Americans with Disabilities Act accessible from tenant spaces</u>, exterior improvements to the Property that enhance the aesthetic value or electrical,

EBL

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.

4. **Amendment to Paragraph 4 of the Agreement.** Paragraph 4 of the Agreement shall be amended as follows:

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

a) Provide to Developer funding in an amount not to exceed ~~$2,025,815~~$2,300,815 ~~to be used only for the reimbursement of Eligible Expenses, and where permitted by this Agreement, for the reimbursement of Secondary Eligible Expenses.~~ for the Project ("Project Funding"). Project Funding shall only be provided in the form of a reimbursement, ~~Reimbursement shall be~~ subject to terms and conditions hereafter set forth, and shall be allocated as follows:

Eligible Expenses (including $25,000 for NOP Design) *	$1,863,761.00
Secondary Funding to be used for Secondary Eligible Expenses (Units 1-7)	$ 362,000.00
NOP Construction (Unit 8)	$ 75,054.00
Total	$2,300,815.00

*Where permitted by this Agreement, Project Funding for Eligible Expenses may be used for the reimbursement of Secondary Eligible Expenses.

b) Provide "Secondary Funding" to Developer to be used only for the reimbursement of Secondary Eligible Expenses, the value of such Secondary Funding to be divided equally amongst Units 1-7 as depicted on Exhibit B (hereinafter, collectively "Units 1-7" or individually, a "Unit"); provided however, that should any single Unit not require the full amount of its share of the Secondary Funding, such amount not utilized shall be redistributed equally among the other Units.

EJP

c)~~(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. **Amendment to Paragraph 5 of the Agreement.** Paragraph 5 of the Agreement shall be amended as follows:

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 "~~grae~~y 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.

iv) Contribute $50,000 towards the interior buildout of Units 1-7, to be equally distributed amongst Units 1-7 as a builder's contribution to the tenants, for expenses specifically approved by Tenant. Such funding shall be in addition to funding associated with "grey shell" building expenses, and in addition to funding provided by the CRA.

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.

g) Developer shall not be responsible for funding of tenant improvements for "Units 1-7~~#1-7~~" except as provided for in Paragraph 5(b)(iv).

6. **Amendment to Paragraph 6 of the Agreement.** Paragraph 6 of the Agreement shall be amended as follows:

(6) Limitation on Use of CRA Funds. The Project ~~f~~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 consistent with the allocations specified in Paragraph 4(a). ~~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.~~ If and only if any Project ~~f~~Funding allocated to funding Eligible Expenses remains after the completion of all portions of the Project that create Eligible Expenses, Developer is entitled to seek ~~reimbursement~~ Project Funding allocated to Eligible Expenses as reimbursement for Secondary Eligible Expenses. ~~CRA funds~~ Project Funding may be used to build out individual spaces only as specifically authorized in this Agreement.

7. **Amendment to Paragraph 7 of the Agreement.**
   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~~.~~; and

vi. For any reimbursement request for Secondary Funding, proof of tenant approval of the expenses.

8. **General.** 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 parties. This First Amendment may be executed in a number of counterparts, 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.

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EOF

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the latest of the dates indicated below.

DEVELOPER:

Wells Landing Apartments LLC,

a Florida limited liability company

By: Wells Landing Apartments, LLC,

a Florida limited liability company,

its Manager

By: _____

Printed Name: Lewis V. Swezy, Manager

Title: Manager

Date: 12/20/22

WITNESS:

_____

Printed Name: PAUL BILTON

WITNESS:

_____

Printed Name: FLOR GOMEZ

CRA:

BOYNTON BEACH COMMUNITY

REDEVELOPMENT AGENCY

By: _____

Printed Name: Ty Penserga

Title: Chair

Date: 12/28/2022

WITNESS:

_____

Printed Name: THUY T. SHUTT

WITNESS:

_____

Printed Name: Theresa Utterback

Approved as to form and legal sufficiency: _____

CRA Attorney

___; ___

SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement ("Second Amendment") is hereby entered into by and between the Boynton Beach Community Redevelopment Agency a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes ("CRA") and Wells Landing Apartments, LLC ("Developer"). Individually, the CRA or Developer may be referred to herein as a "party" and collectively may be referred to herein as the "parties."

WHEREAS, the parties previously entered into a Development Agreement dated February 8, 2022; and

WHEREAS, the parties previously amended the Development Agreement pursuant to a First Amendment to Development Agreement dated December 28, 2022 ("First Amendment"); and

WHEREAS, the Development Agreement, as amended by the First Amendment, is referred to herein as the "Agreement"; and

WHEREAS, the parties wish to amend certain deadlines in the Agreement for their mutual benefit; and

WHEREAS, the parties wish to allow the CRA to assign certain benefits under the Agreement to the City of Boynton Beach (the "City");

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 above recitals are hereby incorporated herein as if fully set forth.

2. **Amendment Style.** Amendments to the Agreement are shown as follows: additions are shown in underlined format; deletions are shown in strikethrough format.

3. **Amendment to Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement shall be amended as follows:

2) <u>DEFINITIONS.</u>
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) costs for architecture and professional design services only for the Neighborhood Officer Policing Program Office ("NOP Office") along with costs for construction of the NOP Office, up to the amount described and Paragraph 4, and (vi) other expenses specifically agreed to by the CRA through prior written approval.

4. **Amendment to Paragraph 4 of the Agreement.** Paragraph 4 of the Agreement shall be amended as follows:

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

...

Eligible Expenses ~~(including $25,000 for~~ excluding NOP Office-Design and Construction)*	~~$1,863,761.00~~ $1,838,761.00
Secondary Funding to be used for Secondary Eligible Expenses (Units 1-7)	$362,000.00
NOP Office Design and Construction (Unit 8)	~~$75,054.00~~ $100,054.00
Total	$2,300,815.00

*Where permitted by this Agreement, Project Funding for Eligible Expenses may be used for the reimbursement of Secondary Eligible Expenses.

5. **Amendment to Paragraph 5(b)(ii) of the Agreement.** Paragraph 5(b)(ii) of the Agreement shall be amended as follows:

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

...

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

...

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~~ 12 months from the issuance of the Certificate of Occupancy for the residential units within the mixed-use building that will contain Unit #8, and Unit #8 shall be provided to the CRA for said use rent-free. Pursuant to Paragraph 10, the CRA may, at its option, assign the use Unit #8 on a rent-free basis to the City of Boynton Beach, and upon receiving from the CRA written confirmation of such assignment, Developer may lease Unit #8 directly to the City of Boynton Beach.

6. **Amendment to Paragraph 10 of the Agreement.** Paragraph 2(i) of the Agreement shall be amended as follows:

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. CRA may assign any of its rights or obligations under this Agreement to the City of Boynton Beach without prior approval of Developer.

7. **General.** Except as expressly set forth in this Second Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the parties. This Second Amendment may be executed in a number of counterparts, 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 Second Amendment, this Second Amendment shall control.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the latest of the dates indicated below.

DEVELOPER:

Wells Landing Apartments LLC,

a Florida limited liability company

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

By: _____

Printed Name: Lewis V. Swezy, Manager

Title: MANAGER

Date: 6/6/2023

WITNESS:

_____

Printed Name: PAUL BLETON

WITNESS:

_____

Printed Name: CAROL MORALES

CRA:

BOYNTON BEACH COMMUNITY

REDEVELOPMENT AGENCY

By: _____

Printed Name: Ty Penserga

Title: Chair

Date: 5/9/2023

WITNESS:

_____

Printed Name: BONNIE NICKLIEN

WITNESS:

_____

Printed Name: Vicki Cuthman

Approved as to form and legal sufficiency: _____

CRA Attorney

01858564-1

4886-8654-0894, v. 3

_____; EPP

RESOLUTION NO. R23-064

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE USE OF UNIT 8 AT THE HEART OF BOYNTON SHOPS FOR THE NEIGHBORHOOD OFFICER POLICING (NOP) PROGRAM AND THE ASSOCIATED LEASE AGREEMENT WITH WELLS LANDING APARTMENTS, LLC FOR UNIT 8; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the October 12, 2021, CRA Board meeting, the Board approved the relocation of the Neighborhood Officer Policing (NOP) Program office from the Ocean Breeze East Apartments to the E. MLK Jr. Boulevard Commercial portion of the mixed-use project; and

WHEREAS, as defined in the Development Agreement approved by the CRA, Unit 8 is a 1,055 square foot rent-free space dedicated to the CRA's NOP Program and per section 5.b.ii of the Agreement, the Neighborhood Officer Program Office ("NOP Office") shall be completed and in move-in ready condition within 18 months of the February 8, 2022 effective date (or August 8, 2023); and

WHEREAS, once the build-out is complete, the NOP will lease the space from CMC since the lease term will survive the CRA sunset in 2044; and

WHEREAS, an Interlocal Agreement is required to allow the City to lease the rent- free space from CMC for the NOP Program and the CRA to reimburse CMC for the buildout of the NOP Office; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8. A copy of the Interlocal Agreement is attached hereto and made a part here as Exhibit "A" and a copy of the Lease is attached hereto and made a part hereof as Exhibit "B".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 16th day of May, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	___
Vice Mayor – Thomas Turkin	✓	___
Commissioner – Angela Cruz	✓	___
Commissioner – Woodrow L. Hay	✓	___
Commissioner – Aimee Kelley	___	✓

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA.

THIS AGREEMENT ("Agreement") is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

WITNESSETH:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Community Redevelopment Area ("CRA Area") as described in the Plan; and

WHEREAS, pursuant to Sections 163.340, 160.345, and 163.370, *Florida Statutes*, the CRA is empowered to develop and implement community policing innovations, which includes increasing the visible presence of police in the community through citizen contract patrol, neighborhood storefront police stations, and other means;

WHEREAS, the CRA has established, in conjunction with the City, a community policing innovation known as the Neighborhood Officer Policing Program ("NOP") pursuant to a separate interlocal agreement ("NOP Interlocal Agreement"); and

WHEREAS, the CITY has approved and hereby reaffirms support for the NOP; and

WHEREAS, in order to provide a neighborhood storefront police station, the CRA included as part of a separate Development Agreement ("Development Agreement"), attached hereto as Exhibit A, with Wells Landing Apartments, LLC ("Landlord"), limited funding for a development of a NOP office as further described as "Unit #8" or "Unit 8" in the Development Agreement ("NOP Office"), and a requirement that the NOP Office be provided for use by the NOP rent-free as further described in the Development Agreement; and

WHEREAS, for purposes of this Agreement the term "Development Agreement" shall mean the Development Agreement as it has been and may be amended from time to time; and

WHEREAS, the NOP officers are employed by the City and the NOP is operated by the CITY with financial support from the CRA pursuant to a separate interlocal agreement between the City and CRA; and

WHEREAS, the CRA and City have determined that both parties will benefit if the City and Landlord enter into a separate lease for the NOP Office ("NOP Office Lease"); and

WHEREAS, concurrent with the execution of this Agreement, the CRA and Landlord are entering into a Second Amendment to Development Agreement to permit the CRA to assign certain rights under the Development Agreement to the City; and

WHEREAS, although the NOP Office Lease will be between the City and the CRA, the CRA desires to provide the funding described in the Development Agreement to ensure the presence of a neighborhood storefront police station;

WHEREAS, the parties desire to ensure the NOP Office Lease remains rent-free to the City for use by the NOP; and

WHEREAS, the CRA and City desire to ensure the NOP's continuous presence in the CRA's boundaries (the "CRA Area"); and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds for the NOP and NOP Office, is consistent with the CRA's Redevelopment Plan and Chapter 163, Florida Statutes; and

WHEREAS, the CRA and the CITY find that this Agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, specifically those in the CRA Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which both parties hereby confirm and acknowledge, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein.

2. **Obligations of the CRA.**

a) The CRA shall pay the Landlord $100,054.00 ("NOP Office Funding") for costs for architectural, professional design services, and construction of the NOP Office, subject to certain restrictions set forth in the Development Agreement.

b) The CRA hereby assigns its right to use the NOP Office rent-free, as set forth in the Development Agreement, and agrees to execute such documentation as may be necessary to effectuate this assignment.

3. Obligations of the CITY.

a) The CITY shall maintain the NOP Office primarily for use by the NOP, as a neighborhood storefront police station distinct from ordinary police operations, until such time as the CRA is terminated or expires.

b) The NOP shall have a at least one NOP officer available to meet at the NOP Office upon request during their assigned working hours, which may change from time to time.

c) Except for the NOP Office Funding, the CITY shall pay for the construction, furnishing, equipping, maintenance, utilities, and all other fees and costs necessary to construct and use the NOP Office for the NOP.

d) Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with Florida Statutes and the required presence of the NOP Officers at the NOP Office.

4. Relationship to NOP Interlocal Agreement. Nothing in this Agreement shall be deemed to replace, terminate, modify or otherwise affect the NOP Interlocal Agreement, as it may be amended from time to time. However, in the event the NOP Interlocal Agreement is terminated, either party may terminate this Agreement upon 30 days' notice to the other party.

5. Limitation on CRA's Responsibilities. The CRA's responsibilities under this Agreement are limited to providing funding to Landlord as specified in Section 2(a) of this Agreement and executing documentation as described in Section 2(b) of this Agreement.

6. Indemnification. The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including

equipment installation and removal) associated with the CITY's use of the NOP Office or design or construction thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees. 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.

7. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate after upon the termination of the CRA or as otherwise provided for in this Agreement. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. **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 1 year after the termination of the Agreement.

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

10. **Default.** Unless otherwise provided in this Agreement, if either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (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, provided however, the CRA may not be held in default for failure of Landlord to execute documentation or failure of Landlord to respond to requests for the same. 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 signed 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. In addition to the other remedies provided herein, in the event the CITY does not use the NOP Office for the NOP or does not maintain a daily NOP presence in the NOP Office, and fails to cure after the notice of default, the CITY shall pay the CRA $100,054.00; plus interest calculated at a rate of 4% per annum.

11. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. Compliance with Laws. The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

13. 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.

14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

15. Governing Law and Venue. The terms 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 laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

16. No Discrimination. Parties 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.

17. Notice. 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:

a. CITY:

Dan Dugger, City Manager
CITY of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

b. CRA:

Thuy Shutt, Executive Director
Boynton Beach CRA
100 E. Ocean Avenue
4th Floor
Boynton Beach, Florida 33435

c. Copies To:

Michael Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Kathryn Rossmell, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

18. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.

19. **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.

20. **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.
21. **Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
22. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
23. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

[Signatures on following page.]

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the later of the dates set forth below.

ATTEST:

CITY OF BOYNTON BEACH, a Florida municipal corporation

CITY Clerk

By: _____
Ty Penserga, Mayor

Approved as to Form:

Date: 5/9/2023

(SEAL)

Office of the CITY Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Office of the CRA Attorney

By: _____
Ty Penserga, Chair

Date: 5/9/2023

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 10th day of May 2023, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 119 E Martin Luther King Jr. Blvd
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: **Five (5) years** subject and conditioned on the provisions of this lease.

The Lease should begin **July 1, 2023** and end **June 30, 2028.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Total rent payable as follows:

Total Rent EACH year is:
July 1, 2023 – June 30, 2028:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71.00)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation

including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their original condition (subject to improvements and additions remaining at Lessor's option as described

above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee's business (the "Permitted Materials")

provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or project are taken by such condemnation as would substantially and adversely affect the operation and

profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

By: _____

Date: _____

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: MARCH 29, 2023

Witness as to Tenant:

By: Tammy L. Stanzano

Date: May 25, 2023

Tenant Name: **City of Boynton Beach**

By: _____

Date: May 25, 2023

Memo

To: Daniel Dugger, City Manager

From: Stacey R. Weinger, Deputy City Attorney

Date: June 13, 2024

Dept. CRA

Matter # 24-0476

Re: **Wells Landing Apartments LLC dba The Heart of Boynton Shops Unit 8 Business Lease**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The City Manager is authorized to execute these documents in accordance with:

Commission Approval. Resolution No. R23-064

To: **Office of the City Clerk**

Please take the actions indicated below with respect to these documents:

- ☑ Attest to the execution of the Agreement by the City Manager.
- ☑ Insert the date of execution beneath the City Manager's signature (if not already dated).

Expiration Date: May 31, 2029

This version of the Lease replaces the Lease dated May 16, 2023

Please retain one original as a public record and forward a copy of the fully-executed document to:

Bonnie Nicklien, CRA

To: **Bonnie Nicklien, CRA**

Please forward the fully-executed document to the other party. Thank you.

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 24 day of June 2024, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 137 NE 10th Avenue
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: **Five (5) years** subject and conditioned on the provisions of this lease.

The Lease should begin **June 1, 2024** and end **May 31, 2029.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Premises are available to Tenant as of the date of issuance of residential TCO. Total rent is payable as follows:

Total Rent EACH year is:
June 1, 2024 – May 31, 2029:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that

will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their

original condition (subject to improvements and additions remaining at Lessor's option as described above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such

materials that are used in the ordinary course of Lessee's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or

project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

By: _____

Date: 1/26/24

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: 1/26/2024

Witness as to Tenant:

By: _____

Date: 6/24/2024

Tenant Name: **City of Boynton Beach**

By: _____
Daniel Dugger, City Manager

Date: 6/24/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____
Stacey R. Weinger,
Deputy City Attorney

From:	Zeller, Matthew
To:	Nicklien, Bonnie
Cc:	Burdelski, Steven; Tack, Timothy
Subject:	RE: 24_0819 NOP Office Budget
Date:	Monday, December 09, 2024 2:01:22 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image012.png image013.png image014.png image015.png image016.png image017.png

Good afternoon,

You're correct. We will address all items within the BBPD Cost Column. Please let us know when staff can move forward with scheduling of the work.

Thank you,

Deputy Chief Matthew Zeller
Boynton Beach Police Department

561-742-6132
ZellerM@bbfl.us
www.bbpd.org
2100 High Ridge Road, Boynton Beach, FL 33426

From: Nicklien, Bonnie <NicklienB@bbfl.us>
Sent: Monday, December 9, 2024 1:25 PM
To: Zeller, Matthew <ZellerM@bbfl.us>
Cc: Burdelski, Steven <burdelskis@bbfl.us>; Tack, Timothy <TackT@bbfl.us>
Subject: RE: 24_0819 NOP Office Budget

Good Afternoon Chief Zeller and Capt Burdelski,

We have received the final cost estimate for the build-out for the NOP office and want to confirm the BBPD's contribution of $31,977.36 toward the build-out is still in place. The attached PDFs are from our meetings in August 2024. If any of the numbers have changes, please let us know.

The developer has provided a construction contract which the CRA is reviewing.

Thank you for your time and confirmation,
Bonnie

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258

NicklienB@bbfl.us | https://www.boyntonbeachcra.com

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

---

From: Zeller, Matthew <ZellerM@bbfl.us>
Sent: Monday, August 19, 2024 12:32 PM
To: Tack, Timothy <TackT@bbfl.us>
Cc: Utterback, Theresa <UtterbackT@bbfl.us>; Nicklien, Bonnie <NicklienB@bbfl.us>; Burdelski, Steven <burdelskis@bbfl.us>
Subject: RE: 24_0819 NOP Office Budget

Good afternoon,

This looks good on my end. Capt. Burdelski please let me know if you see anything missing.

Looking forward to seeing this officer up and running!!!

Deputy Chief Matthew Zeller
Boynton Beach Police Department

561-742-6132
ZellerM@bbfl.us
www.bbpd.org
2100 High Ridge Road, Boynton Beach, FL 33426

From: Tack, Timothy <TackT@bbfl.us>
Sent: Monday, August 19, 2024 10:37 AM
To: Zeller, Matthew <ZellerM@bbfl.us>
Cc: Utterback, Theresa <UtterbackT@bbfl.us>; Nicklien, Bonnie <NicklienB@bbfl.us>; Burdelski, Steven <burdelskis@bbfl.us>
Subject: 24_0819 NOP Office Budget

Deputy Chief Zeller,

Please see the attached NOP office breakdown based on my understanding from our last meeting. Please review and provide comment. We are working with Centennial on the construction contract and will forward upon receipt.

If you have any questions or comments, please feel free to contact me a the office.

Respectfully,

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

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NOP Office Buildout Budget

Name	Model	Unit Price	Units	Extended Price	CRA	BBPD	CRA Cost	BBPD Cost
Tenant Buildout		$99,085.38	1	$99,085.38	1		$99,085.38	$0.00
Ext. Camera	6.0c-h5a-dp1-IR	$1,034.43	2	$2,068.86	1		$2,068.86	$0.00
Int. Camera	12w-h5a-fe-do1-IR	$951.74	2	$1,903.48		1	$0.00	$1,903.48
NVR	NVR4x-std-24tb-s16-na	$11,929.63	1	$11,929.63	1		$11,929.63	$0.00
Ext. Camera Mount	acc7-ent-h4a-mt-wall1	$60.40	2	$120.80	1		$120.80	$0.00
Life Safety Power (Doors/Readers)*	ac-lsp-8dr-mer-lck	$678.69	1	$678.69	1	0	$678.69	$0.00
Intelligent Controller (Doors and readers)*	ac-mer-cont-lp1502	$1,059.18	1	$1,059.18	0	1	$0.00	$1,059.18
Reader interface (Doors and readers)*	ac-mer-con-mr52-s3b	$583.24	1	$583.24	0	1	$0.00	$583.24
Network Comm Module remote (Fire)	ac-lsp-nl4	$325.36	1	$325.36	1		$325.36	$0.00
Card Reader	AC-HID-READER-SIGNO .	$565.65	4	$2,262.60		1	$0.00	$2,262.60
28 port switch	CBS350-24FP-4G-NA	$1,604.68	1	$1,604.68	1		$1,604.68	$0.00
Master Tech (labor)	Master Tech (GSA)	$110.83	160	$17,732.80	1		$17,732.80	$0.00
System Design Engineer (labor)	System Design Engineer(	$110.83	16	$1,773.28	1		$1,773.28	$0.00
Project Manager (labor)	Project manager (GSA)	$110.83	34	$3,768.22	1		$3,768.22	$0.00
Alarm Service 1-yr (Operating)	Miscellaneous	$3,987.43	1	$3,987.43	1		$3,987.43	$0.00
Door Access control pre-build	Miscellaneous	$879.34	4	$3,517.36		1	$0.00	$3,517.36
Rack and Battery backup	Miscellaneous	$1,982.45	1	$1,982.45	1		$1,982.45	$0.00
Labor Camera/Reader/Programming/Wiring	Miscellaneous	$4,783.00	1	$4,783.00	0.5	0.5	$2,391.50	$2,391.50
Furniture, Fixtures, and Equipment	Miscellaneous	$20,260.00	1	$20,260.00	0	1	0	$20,260.00
					Total		**$147,449.08**	**$31,977.36**

CRA FY 2024 BUDGET SUPPORTING DOCUMENTS

CRA SECURITY & ACCESS CONTROL ESTIMATE FY2024.

Estimate

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	GSA Contract #			
6.0C-H5A-DP1-IR	6.0 MP WDR; LightCatcher; Day/Night; Pendant Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	4	1,034.43	4,137.72
12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	2	951.74	1,903.48
NVR4X-STD-24TB-S16-NA	NVR4X Standard 24TB 2U Rack Mnt; Windows Server 2016; NA	1	11,929.63	11,929.63
ACC7-ENT	ACC 7 Enterprise camera channel	6	232.75	1,396.50
H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	4	60.40	241.60

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/27/2023	5347

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Item	Description	Qty	Rate	Total
AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON–MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws and a 150 watt 12V/4A and 24V/4A power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) outputs (D8P Board) delivering a regulated independent power connection to each Mercury board and eight fused output (C8 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); form 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery space for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 20" x 24" x 6.5" with door lock and two (2) keys. Weight 25 lb.(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	1	678.69	678.69

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EC13009779

Estimate

Date	Estimate #
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30 DAYS

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Boynton Beach, FL 33425-0310

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119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)		1,059.18	1,059.18
AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	1	583.24	583.24
AC-LSP-NL4	The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	1	325.36	325.36
AC-HID-READER-SIGNO...	AC-HID-READER-SIGNO-40KNKS-00-000000 Signo40K, Wall mount w/Keypad, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	4	565.65	2,262.60
CBS350-24FP-4G-NA	28-port Gigabit Managed Switch (24 PoE+ budget 370W; 4 Gigabit SFP) - NA	1	1,604.68	1,604.68
Master Tech (GSA)	Master Technician (GSA)	160	110.83	17,732.80
System Design Engineer(G...	System Design Engineer (GSA)	16	110.83	1,773.28
Project manager (GSA)	Project manager (GSA)	34	110.83	3,768.22

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

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Estimate

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	Open Market Items			
Miscellaneous	Alarm system with 1 year of service included	1	3,987.43	3,987.43
Miscellaneous	door access control pre-build	4	879.34	3,517.36
Miscellaneous	Rack and battery backup	1	1,982.45	1,982.45
Miscellaneous	Wire and other instalation materials.	1	4,783.00	4,783.00
	SOW; Labor to install 4 cameras on the exterior and 2 cameras on the interior. Labor install 4 doors of access control. Techs will install all locking mechanism and readers. Labor to program the doors in the system and back-haul data to PD via City it programing. labor with wire to the 5 desk locations with 2 CAT6 cables. Labor to wire to the printer. Labor to wire 2 data drops in the conference room. labor to wire 2 wireless AP locations. Labor to install a bugler alarm with 4 door sensors, 2 tritech sensors. Labor to install rack, battery backup, and other related items.			

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Subtotal	$63,667.22
Sales Tax (0.0%)	$0.00
Total	$63,667.22

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

CRA BUDGET FY 2024
FURNITURE ESTIMATE

Burdelski, Steven

From: Slocombe, Anderson
Sent: Tuesday, March 28, 2023 11:57 AM
To: Burdelski, Steven
Subject: BB PD Office at MLK Blvd.
Attachments: SKM_C55823032811320.pdf

Captain,
Please see the attached proposed sketch for furniture layout and note the following:

1. I show a multi-person work desk/ station (4) with a pedestal (see image shown below – note the image is for a 3 person set-up. Privacy panels can be added between stations if desired.
2. Please note that additional stations can be added to the space -is needed.

With regards to a budget for furniture at the above referenced offices please note the following:

1.	4	work stations w/ pedestals	$ 5,400.00
2.	4	task chairs	$ 1,600.00
3.	1	Conference Table (4x8)	$ 900.00
4.	8	conference chairs	$ 4,000.00
5.	4	Lobby chairs	$ 1,200.00
6.	2	Small tables	$ 500.00
7.	2	Storage cabinets	$ 1,200.00
		Sub-total	$14,800.00
		Contingency (20%)	$ 2,960.00
		Delivery/ install (allowance)	$ 2,500.00
		Total	**$20,260.00**

I think that $20k would be a good number to be used for a budget. We can always shop around for less expensive furniture.

Hope this helps.

Thanks!



Anderson Slocombe
Temporary Employee
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6985
SlocombeA@bbfl.us | boynton-beach.org/
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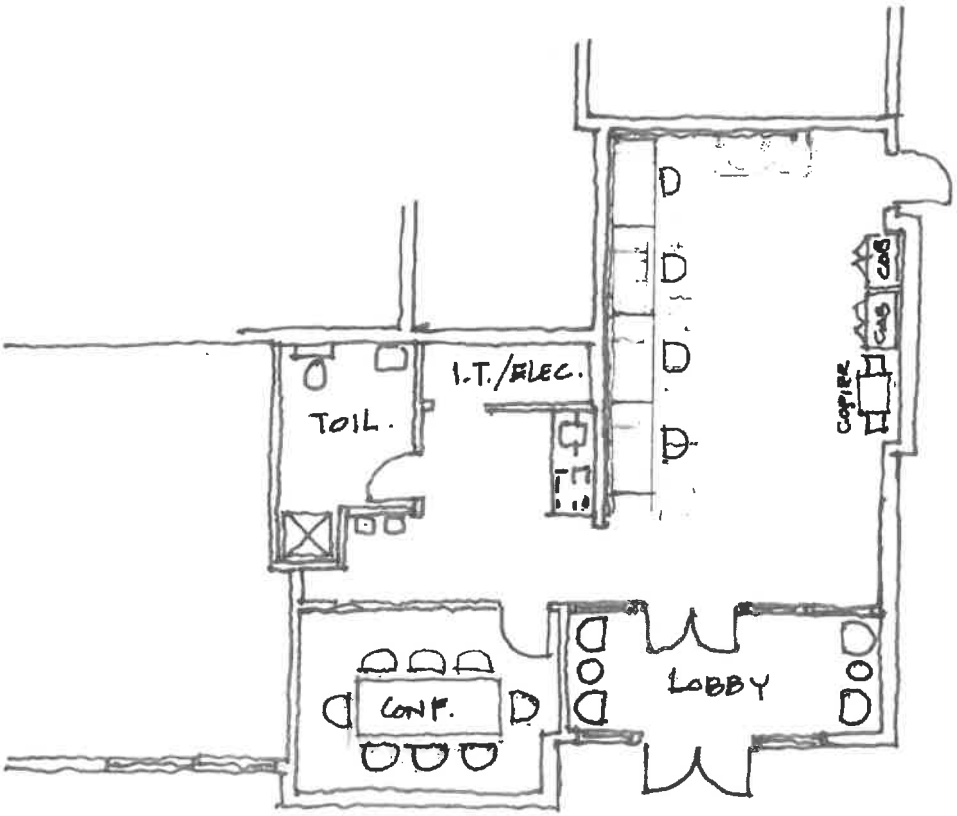
Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.



PROPOSED FURNITURE PLAN

BO PD OFFICE
@ NLK BLVD.

3/20/23

FY 2024 CRA OFFICE ESTIMATES

Project
CRA Police Office

Scope of Work (SOW): Procurement, Installation and Configuration of IT Equipment for CRA office located at 119 E Martin King Blvd, Suite 108.
Note: The below are preliminary estimates.

Stakeholder Requirements:

Security System visible at PD – at least four exterior cameras and 2 interior cameras
Alarm for the space
Access control pads for the front and side doors
4 laptop docking stations & four monitors
High speed Printer and copier combination that is WIFI enabled (this can be a desk top version)
Low voltage entry door panels for two doors that will work with our access cards

Equipment	Vendor	Total	Notes
Security & Access Control Equipment	Broadcast Systems	$ 65,000.00	Includes Alarm, Camera, Access Control and Installation
Network Equipment	StepCG	$ 20,000.00	Access Point, Switch, Router, and Professional Services
Internet Services	Comcast	$ 2,000.00	Cost for 1 year of service. Contract Terms are for 3 years.
Laptop Docking Station	GovDirect	$ 1,600.00	Panasonic Docking Station for FZ-55 model
Monitors	Dell	$ 1,000.00	4 x 24in Monitors
Printer/Copier	Konica	$ 500.00	Leased Copier - 500 per year (4 year term)

Total Cost - Year 1	$ 90,100.00	
Recurring Cost	$ 3,400.00	Internet Costs, Copier Lease, Security Services per year.

US/EN
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Coupons

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Chat with an agent (//www.dell.com/en-us/lp/chat-live-with-product-expert) for additional help.

Estimated Total (4 Items): $192.56

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Item		Quantity	Price
	Dell Pro Wireless Keyboard and Mouse – KM5221W Save for later |	4 Remove	$239.96
	▶ View full specs		
	▶ Show savings		-$60.00
	Item Total:		**$179.96**
	FREE delivery by Friday, Mar 31 if ordered by 2 PM CT.		

▼ Get the Best Deal at Dell with Financing^ ()

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- **3% back** in Dell Rewards* ().
- **$50 Bonus** Dell Rewards* () for new accounts.

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Business Financing

Access to large IT-dedicated lines of credit^

Apply

Learn more (https://www.dell.com/en-us/lp/dell-financing-details)

▶ Dell Rewards

Subtotal (4 Items)	$179.96
Shipping	Free
Estimated Tax Change	$12.60
Estimated Total	**$192.56**

Get it by () Mon, Apr 03, 2023

Get up to 12 months special financing with min. purchase^ plus Dell Rewards.*

WELLS LANDING

Date : 2/17/2023

Unit #8

SCOPE OF WORK :

1. Handicap Bathroom	6' x 6" Bathroom with all handicap requirements	
2.Kitchenette	6 Linear ft ft of cabinet Top & Bottom with sink	
3.Acoustical Ceiling	2"X4" Acostical Tile & Grids - Fire Rated	
4.Drywall Per Layout	Conference Room & Lobby	
5. Doors & Hardware	All Doors & trim including baseboards,hardware	
6.Flooring	Ceramic Tile	
7.Complete Paint	Paint All Walls & Finish Carpentry	
8.Fire Sprinkler System per code	Complete Sprinkler System Based on Code Requirments	
9.Insulation	All Wall Insualtion required for sound & heat	
10. Plumbing per code	All Plumbing System including drainage ,water pipe & fixtures	
11.Plumbing - Water Meter	Submeter for water	
12.HVAC Mechanical per code	Complete A.C. System Including 2 ton Unit & Ductwork	
13.Electrical - per code	Complete Electrical System including Fire Alarm,Panels & Wiring	
14. Light Fixtures	Light Fixtures - Lay-In florescent,smoke dectors,exit signs	
15. Rough & Final Cleaning	Two Cleaning -Rough & Final	
16. Laminate Glass Wall	Glass Wall	
17 Reinforced Ballistic Wall	Ballistic Wall	

PRELIMANARY ESTIMATE

Cost Code	ITEM	SUBCONTRACTOR	Total Cost
0100-025	Cleaning	RMV CLEANING	$ 800.00
0600-030	Cabinets - BATH & Kitchen	Ashmandy Kitchen Cabinets	$ 1,645.00
0700-015	Insulation	LEED Insulation	$ 1,775.00
0800-003	Doors & Hardware/Millwork	Complete Door & Trim	$ 1,500.00
0900-010	Drywall & Acoustics	Hurricane Drywall	$ 8,950.00
0900-015	Acoustical Ceiling	Bergola	$ 6,420.00
0900-030	Flooring	General Property Construction	$ 6,745.00
0900-045	Painting	A.L. Waterproofing & Paint	$ 2,750.00
1000-001	Laminate Glass Wall & Doors	Alfa Glass	$ 5,874.00
1000-004	Reinforced Ballistic Wall	Hurricane Drywall	$ 7,898.00
1000-001	Bathroom Accessories	Complete Door & Trim	$ 585.00
1500-005	Fire Sprinkler System	Sprinklermatic	$ 4,278.00
1500-020	Plumbing	Ridgeway Plumbing	$ 8,750.00
1500-045	Plumbing - Water Meter	IUSA	$ 425.00
1500-030	HVAC Mechanical	Best Air Conditioning	$ 11,750.00
1600-005	Electrical & Fire Alarm	Becai Electric	$ 14,785.00
1600-025	Light Fixtures	Becai Electric	$ 1,987.00
	SUB TOTAL		$ 86,917.00
	General Contractors Fee (14%)		$ 12,168.38
	GRAND TOTALS		$ 99,085.38

NOTE :

FINAL ESTIMATE UPON FINAL DRAWING &
& SCOPE OF WORK .
THE COST OF CONSTRUCTION MATERIAL & LABOR
CONITINUES TO INCREASE EVERY MONTH

Final Proposal

RS CONSTRUCTION OF DADE, INC.

CGC 040308
7735 NW 146TH STREET, SUITE 306
MIAMI LAKES, FL 33016
305-821-0330

Date: 12/5/24

Proposal For: WORK TO UNIT 108
HOB NOP OFFICE SPACE
137 NE 10th Avenue - Unit 108
Boynton Beach , Florida 33125

Scope of Work	
All Labor & Materials for the Interior Built - Out for Unit #108 according to plans by The Construction & Architecture Group ,Inc, final plans	
Schedule of Value	
Drywall & Drywall Finish	$ 20,500.00
ARMORTEX BULLET- RESISTANCE FIBERGLASS PANELS- ALLOWANCE - NEED LEVEL OF SECURTY &THICKNESS	$ 6,000.00
Acoustical Tile	$ 5,785.00
Insulation	$ 2,200.00
Doors & Hardware	$ 6,900.00
STORE FRONT GLASS DOOR WITH SIDELIGHTS	$ 5,874.00
Painting	$ 2,200.00
Flooring & Tile - AS PER TILE PROPOSAL	$ 6,149.20
FRP PANEL	$ 750.00
Cabinets & Tops AS PER PROPOSAL	$ 5,000.00
HVAC - Mechanical System	$ 18,830.00
Plumbing & Plumbing Fixtures	$ 14,631.00
Fire Sprinklers	$ 4,278.00
Electrical, Main Panels (COPPER SEED)	$ 24,050.00
Light Fixtures	$ 4,800.00
Fire Alarms	$ 4,500.00
Appliances	$ 910.00
Specilaties - Handicap Requirements In Bathrooms	$ 2,375.00
Rough & Final Cleaning	$ 1,000.00
SubTotal	$ 136,732.20
GC FEE - 14 %	$ 19,142.51
TOTAL CONSTRUCTION COST	$ 155,874.71
Intercom System & Camera System By Tenant	
Communication System & Wi-Fi System By Tenant	
This proposal includes all fees, materials, labor, over head & profit until we received the final permit set .	

NOP Office Buildout Budget

Name	Model	Unit Price	Units	Extended Price	BBCRA	BBPD	BBCRA Cost	BBPD Cost
Tenant Buildout		$155,874.71	1	$155,874.71	1		$155,874.71	$0.00
Ext. Camera	6.0c-h5a-dp1-IR	$1,034.43	2	$2,068.86	1		$2,068.86	$0.00
Int. Camera	12w-h5a-fe-do1-IR	$951.74	2	$1,903.48		1	$0.00	$1,903.48
NVR	NVR4x-std-24tb-s16-na	$11,929.63	1	$11,929.63	1		$11,929.63	$0.00
Ext. Camera Mount	acc7-ent-h4a-mt-wall1	$60.40	2	$120.80	1		$120.80	$0.00
Life Safety Power (Doors/Readers)*	ac-lsp-8dr-mer-lck	$678.69	1	$678.69	1	0	$678.69	$0.00
Intelligent Controller (Doors and readers)*	ac-mer-cont-lp1502	$1,059.18	1	$1,059.18	0	1	$0.00	$1,059.18
Reader interface (Doors and readers)*	ac-mer-con-mr52-s3b	$583.24	1	$583.24	0	1	$0.00	$583.24
Network Comm Module remote (Fire)	ac-lsp-nl4	$325.36	1	$325.36	1		$325.36	$0.00
Card Reader	AC-HID-READER-SIGNO .	$565.65	4	$2,262.60		1	$0.00	$2,262.60
28 port switch	CBS350-24FP-4G-NA	$1,604.68	1	$1,604.68	1		$1,604.68	$0.00
Master Tech (labor)	Master Tech (GSA)	$110.83	160	$17,732.80	1		$17,732.80	$0.00
System Design Engineer (labor)	System Design Engineer(	$110.83	16	$1,773.28	1		$1,773.28	$0.00
Project Manager (labor)	Project manager (GSA)	$110.83	34	$3,768.22	1		$3,768.22	$0.00
Alarm Service 1-yr (Operating)	Miscellaneous	$3,987.43	1	$3,987.43	1		$3,987.43	$0.00
Door Access control pre-build	Miscellaneous	$879.34	4	$3,517.36		1	$0.00	$3,517.36
Rack and Battery backup	Miscellaneous	$1,982.45	1	$1,982.45	1		$1,982.45	$0.00
Labor Camera/Reader/Programming/Wiring	Miscellaneous	$4,783.00	1	$4,783.00	0.5	0.5	$2,391.50	$2,391.50
Furniture, Fixtures, and Equipment	Miscellaneous	$20,260.00	1	$20,260.00	0	1	0	$20,260.00
					Total		**$204,238.41**	**$31,977.36**

Final Proposal

RS CONSTRUCTION OF DADE, INC.

Date: 12/5/24

CGC 040308
7735 NW 146TH STREET, SUITE 306
MIAMI LAKES, FL 33016
305-821-0330

Proposal For: WORK TO UNIT 108
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137 NE 10th Avenue - Unit 108
Boynton Beach , Florida 33125

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ARMORTEX BULLET- RESISTANCE FIBERGLASS PANELS- ALLOWANCE - NEED LEVEL OF SECURTY &THICKNESS	$ 6,000.00
Acoustical Tile	$ 5,785.00
Insulation	$ 2,200.00
Doors & Hardware	$ 6,900.00
STORE FRONT GLASS DOOR WITH SIDELIGHTS	$ 5,874.00
Painting	$ 2,200.00
Flooring & Tile - AS PER TILE PROPOSAL	$ 6,149.20
FRP PANEL	$ 750.00
Cabinets & Tops AS PER PROPOSAL	$ 5,000.00
HVAC - Mechanical System	$ 18,830.00
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Communication System & Wi-Fi System By Tenant	
This proposal includes all fees, materials, labor, over head & profit until we received the final permit set .	

CRA FY 2024 BUDGET SUPPORTING DOCUMENTS

CRA SECURITY & ACCESS CONTROL ESTIMATE FY2024.

Estimate

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	GSA Contract #			
6.0C-H5A-DP1-IR	6.0 MP WDR; LightCatcher; Day/Night; Pendant Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	4	1,034.43	4,137.72
12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	2	951.74	1,903.48
NVR4X-STD-24TB-S16-NA	NVR4X Standard 24TB 2U Rack Mnt; Windows Server 2016; NA	1	11,929.63	11,929.63
ACC7-ENT	ACC 7 Enterprise camera channel	6	232.75	1,396.50
H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	4	60.40	241.60

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON–MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws and a 150 watt 12V/4A and 24V/4A power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) outputs (D8P Board) delivering a regulated independent power connection to each Mercury board and eight fused output (C8 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); form 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery space for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 20" x 24" x 6.5" with door lock and two (2) keys. Weight 25 lb.(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	1	678.69	678.69

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BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
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Estimate

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30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)		1,059.18	1,059.18
AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	1	583.24	583.24
AC-LSP-NL4	The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	1	325.36	325.36
AC-HID-READER-SIGNO...	AC-HID-READER-SIGNO-40KNKS-00-000000 Signo40K, Wall mount w/Keypad, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	4	565.65	2,262.60
CBS350-24FP-4G-NA	28-port Gigabit Managed Switch (24 PoE+ budget 370W; 4 Gigabit SFP) - NA	1	1,604.68	1,604.68
Master Tech (GSA)	Master Technician (GSA)	160	110.83	17,732.80
System Design Engineer(G...	System Design Engineer (GSA)	16	110.83	1,773.28
Project manager (GSA)	Project manager (GSA)	34	110.83	3,768.22

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Estimate

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3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	Open Market Items			
Miscellaneous	Alarm system with 1 year of service included	1	3,987.43	3,987.43
Miscellaneous	door access control pre-build	4	879.34	3,517.36
Miscellaneous	Rack and battery backup	1	1,982.45	1,982.45
Miscellaneous	Wire and other instalation materials.	1	4,783.00	4,783.00
	SOW; Labor to install 4 cameras on the exterior and 2 cameras on the interior. Labor install 4 doors of access control. Techs will install all locking mechanism and readers. Labor to program the doors in the system and back-haul data to PD via City it programing. labor with wire to the 5 desk locations with 2 CAT6 cables. Labor to wire to the printer. Labor to wire 2 data drops in the conference room. labor to wire 2 wireless AP locations. Labor to install a bugler alarm with 4 door sensors, 2 tritech sensors. Labor to install rack, battery backup, and other related items.			

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Subtotal	$63,667.22
Sales Tax (0.0%)	$0.00
Total	$63,667.22

Phone #	E-mail	Follow us on Instagram Broadcast_Systems
(561) 578-4964	admin@broadcastsystemsinc.com	

CRA BUDGET FY 2024
FURNITURE ESTIMATE

Burdelski, Steven

From: Slocombe, Anderson
Sent: Tuesday, March 28, 2023 11:57 AM
To: Burdelski, Steven
Subject: BB PD Office at MLK Blvd.
Attachments: SKM_C55823032811320.pdf

Captain,
Please see the attached proposed sketch for furniture layout and note the following:

1. I show a multi-person work desk/ station (4) with a pedestal (see image shown below – note the image is for a 3 person set-up. Privacy panels can be added between stations if desired.
2. Please note that additional stations can be added to the space -is needed.

With regards to a budget for furniture at the above referenced offices please note the following:

1.	4	work stations w/ pedestals	$ 5,400.00
2.	4	task chairs	$ 1,600.00
3.	1	Conference Table (4x8)	$ 900.00
4.	8	conference chairs	$ 4,000.00
5.	4	Lobby chairs	$ 1,200.00
6.	2	Small tables	$ 500.00
7.	2	Storage cabinets	$ 1,200.00
		Sub-total	$14,800.00
		Contingency (20%)	$ 2,960.00
		Delivery/ install (allowance)	$ 2,500.00
		Total	**$20,260.00**

I think that $20k would be a good number to be used for a budget. We can always shop around for less expensive furniture.

Hope this helps.

Thanks!



Anderson Slocombe
Temporary Employee
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6985
SlocombeA@bbfl.us | boynton-beach.org/
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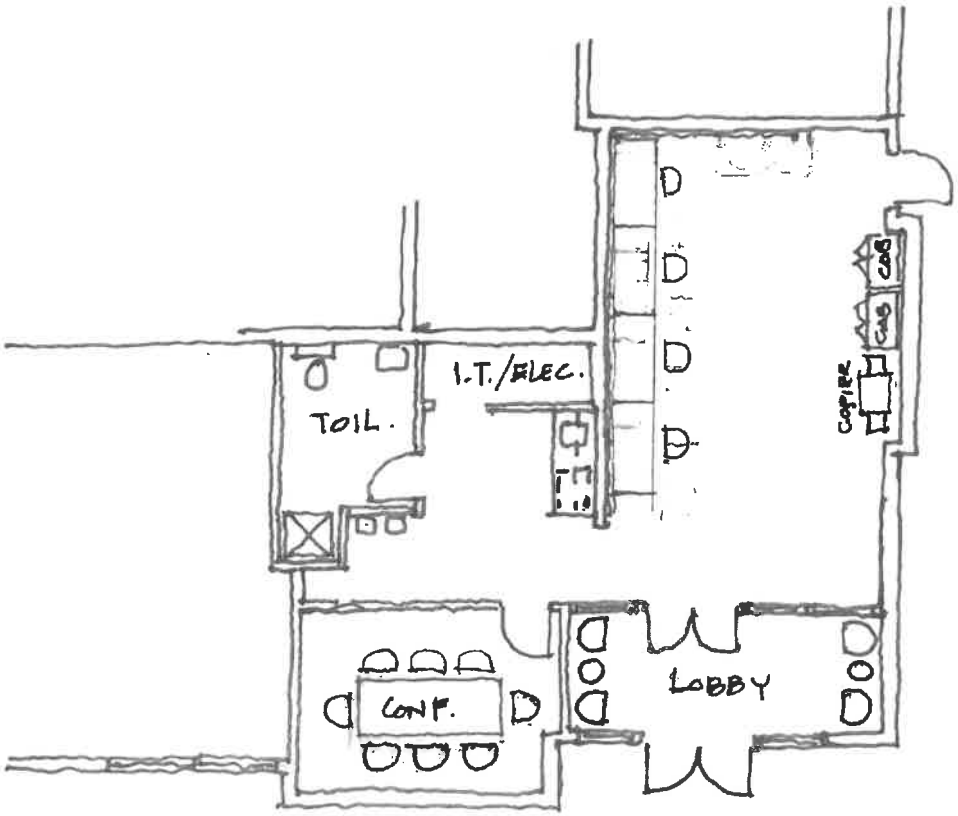
Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.



PROPOSED FURNITURE PLAN

BO PD OFFICE
@ NLK BLVD.

3/20/23

FY 2024 CRA OFFICE ESTIMATES

Project
CRA Police Office

Scope of Work (SOW): Procurement, Installation and Configuration of IT Equipment for CRA office located at 119 E Martin King Blvd, Suite 108.
Note: The below are preliminary estimates.

Stakeholder Requirements:

Security System visible at PD – at least four exterior cameras and 2 interior cameras
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Access control pads for the front and side doors
4 laptop docking stations & four monitors
High speed Printer and copier combination that is WIFI enabled (this can be a desk top version)
Low voltage entry door panels for two doors that will work with our access cards

Equipment	Vendor	Total	Notes
Security & Access Control Equipment	Broadcast Systems	$ 65,000.00	Includes Alarm, Camera, Access Control and Installation
Network Equipment	StepCG	$ 20,000.00	Access Point, Switch, Router, and Professional Services
Internet Services	Comcast	$ 2,000.00	Cost for 1 year of service. Contract Terms are for 3 years.
Laptop Docking Station	GovDirect	$ 1,600.00	Panasonic Docking Station for FZ-55 model
Monitors	Dell	$ 1,000.00	4 x 24in Monitors
Printer/Copier	Konica	$ 500.00	Leased Copier - 500 per year (4 year term)

Total Cost - Year 1	$ 90,100.00	
Recurring Cost	$ 3,400.00	Internet Costs, Copier Lease, Security Services per year.

US/EN
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Estimated Total (4 Items): $192.56

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Learn more (https://www.dell.com/en-us/lp/dell-financing-details) | Apply now (//www.dell.com/financing/comm/dpamarcom?s=dhs&l=en&cs=19&c=us&ptype=dpa&dfsref=tco-all-all-app-stk-gen-nda&cli=stp&apptype=dual&returnurl=https%3A%2F%2Fwww.dell.com%2Fen-us%2Fcart)

Item		Quantity	Price
	Dell Pro Wireless Keyboard and Mouse – KM5221W Save for later |	4 Remove	$239.96
	▶ View full specs		
	▶ Show savings		- $60.00
	Item Total:		**$179.96**
	FREE delivery by Friday, Mar 31 if ordered by 2 PM CT.		

▼ Get the Best Deal at Dell with Financing^ ()

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- **3% back** in Dell Rewards* ().
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Get low monthly payments and access to special financing offers^

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Learn more (https://www.dell.com/en-us/lp/dell-financing-details)

Business Financing

Access to large IT-dedicated lines of credit^

Apply

Learn more (https://www.dell.com/en-us/lp/dell-financing-details)

▶ Dell Rewards

Subtotal (4 Items)	$179.96
Shipping	Free
Estimated Tax ⓘ Change	$12.60
Estimated Total	**$192.56**

Get it by () Mon, Apr 03, 2023

Get up to 12 months special financing with min. purchase^ plus Dell Rewards.*

WELLS LANDING

Date : 2/17/2023

Unit #8

SCOPE OF WORK :

1. Handicap Bathroom	6' x 6" Bathroom with all handicap requirements	
2.Kitchenette	6 Linear ft ft of cabinet Top & Bottom with sink	
3.Acoustical Ceiling	2"X4" Acostical Tile & Grids - Fire Rated	
4.Drywall Per Layout	Conference Room & Lobby	
5. Doors & Hardware	All Doors & trim including baseboards,hardware	
6.Flooring	Ceramic Tile	
7.Complete Paint	Paint All Walls & Finish Carpentry	
8.Fire Sprinkler System per code	Complete Sprinkler System Based on Code Requirments	
9.Insulation	All Wall Insualtion required for sound & heat	
10. Plumbing per code	All Plumbing System including drainage ,water pipe & fixtures	
11.Plumbing - Water Meter	Submeter for water	
12.HVAC Mechanical per code	Complete A.C. System Including 2 ton Unit & Ductwork	
13.Electrical - per code	Complete Electrical System including Fire Alarm,Panels & Wiring	
14. Light Fixtures	Light Fixtures - Lay-In florescent,smoke dectors,exit signs	
15. Rough & Final Cleaning	Two Cleaning -Rough & Final	
16. Laminate Glass Wall	Glass Wall	
17 Reinforced Ballistic Wall	Ballistic Wall	

PRELIMANARY ESTIMATE

Cost Code	ITEM	SUBCONTRACTOR	Total Cost
0100-025	Cleaning	RMV CLEANING	$ 800.00
0600-030	Cabinets - BATH & Kitchen	Ashmandy Kitchen Cabinets	$ 1,645.00
0700-015	Insulation	LEED Insulation	$ 1,775.00
0800-003	Doors & Hardware/Millwork	Complete Door & Trim	$ 1,500.00
0900-010	Drywall & Acoustics	Hurricane Drywall	$ 8,950.00
0900-015	Acoustical Ceiling	Bergola	$ 6,420.00
0900-030	Flooring	General Property Construction	$ 6,745.00
0900-045	Painting	A.L. Waterproofing & Paint	$ 2,750.00
1000-001	Laminate Glass Wall & Doors	Alfa Glass	$ 5,874.00
1000-004	Reinforced Ballistic Wall	Hurricane Drywall	$ 7,898.00
1000-001	Bathroom Accessories	Complete Door & Trim	$ 585.00
1500-005	Fire Sprinkler System	Sprinklermatic	$ 4,278.00
1500-020	Plumbing	Ridgeway Plumbing	$ 8,750.00
1500-045	Plumbing - Water Meter	IUSA	$ 425.00
1500-030	HVAC Mechanical	Best Air Conditioning	$ 11,750.00
1600-005	Electrical & Fire Alarm	Becai Electric	$ 14,785.00
1600-025	Light Fixtures	Becai Electric	$ 1,987.00
	SUB TOTAL		$ 86,917.00
	General Contractors Fee (14%)		$ 12,168.38
	GRAND TOTALS		$ 99,085.38

NOTE :

FINAL ESTIMATE UPON FINAL DRAWING &
& SCOPE OF WORK .
THE COST OF CONSTRUCTION MATERIAL & LABOR
CONITINUES TO INCREASE EVERY MONTH

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING REIMBURSEMENT FOR THE CONSTRUCTION COSTS OF THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA.

THIS AGREEMENT ("Agreement") is made this _day of _____2025, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation, (hereinafter referred to as "City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "BBCRA"). The City and BBCRA may be referred to herein individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the parties entered into an INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA ("NOP Office Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement provides for the construction and use of that certain unit identified in the NOP Office Agreement as Unit #8 as a neighborhood storefront police station for the Neighborhood Officer Policing Program ("NOP Office"); and

WHEREAS, the Agreement provides that the BBCRA will contribute $100,054.00 towards the construction of the NOP Office; and

WHEREAS, the City desires to enhance the NOP Office by including certain elements as part of the buildout of the NOP office; and

WHEREAS, the BBCRA desires to contribute funding to certain enhancements as part of the NOP Office construction; and

WHEREAS, the use of Unit #8 as neighborhood storefront police station is found to be in

furtherance of these goals and principles of the BBCRA 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 NOP Office Agreement (including the Exhibits to the NOP Office Agreement). In the event of a conflict between a definition in this Agreement and a definition in the NOP Office Agreement, the terms in this Agreement shall control. All other terms shall have their ordinary dictionary definitions.
3. **Responsibilities.** The parties agree:
    a. **BBCRA Responsibilities.**
        i. **Tenant Buildout.** Except for the Enhancements (defined below) the BBCRA shall be responsible for contracting for and funding the tenant buildout in accordance with building plans that are mutually agreeable to the Parties. The funding for this responsibility is identified by the line item named “Tenant Buildout” in the NOP Office Buildout Budget attached hereto as Exhibit B, and hereby incorporated herein. Any overages in the cost of the tenant buildout shall be the funding responsibility of the BBCRA.
        ii. **Enhancement Funding.** The BBCRA shall be responsible for reimbursing the City for those certain enhancements specified in Exhibit B in an amount not to exceed the amount identified as “BBCRA Cost” in Exhibit B. For purposes of this Agreement, the term “Enhancement” shall mean each line item in Exhibit B other than the line item labeled “Tenant Buildout.” The cost for individual line items may vary but in no case

shall the BBCRA's obligation to reimburse the City for the Enhancements exceed $48,363.70.

b. **City Responsibilities.** The City shall be responsible for contracting for and funding the Enhancements. Any overages in the cost of the Enhancements shall be the funding responsibility of the City. At present, the City estimates the cost to the City for the enhancements to be $31,977.36.

4. **Reimbursement.** To obtain reimbursement from the BBCRA for the Enhancements, the City shall provide a written request for reimbursement of funds ("Reimbursement Request") to the BBCRA no later than 30 days after payment by the City of funds for which it is seeking reimbursement, and in no case later than 90 days after the NOP Office has received its Certificate of Occupancy.

    a. The request shall include the following information:

        i. The amount of reimbursement requested;

        ii. A statement and evidence that the Enhancements are eligible expenses (as defined below) and are in compliance Florida Statutes.

        iii. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the City for the Enhancements for which the CITY is seeking reimbursement.

    b. Upon receipt of a complete Reimbursement Request from the City that meets the requirements of this Agreement, the BBCRA shall remit funding in the amount requested, consistent with this Agreement, to the City within thirty (30) days of receipt of the Reimbursement Request.

    c. If the City submits a Reimbursement Request that the BBCRA deems incomplete, the BBCRA shall notify the City in writing. The City shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the City fails to provide the documentation required

by the BBCRA within 30 days, the City shall only be eligible for the portion of the Reimbursement Request, if any, that the BBCRA deems complete and eligible. The BBCRA will not reimburse the CITY for any portion of the request the BBCRA deems ineligible for reimbursement.

d. For purposes of this Agreement, "Eligible Expenses" are limited to expenses for the Enhancements that are permitted by Florida law.

5. **Coordination.** The parties shall endeavor to coordinate their respective contractors during construction of the NOP Office for the purpose of promoting efficient and cost-effective buildout of the NOP Office.

6. **Relationship to the NOP Office Agreement.** The Parties agree that nothing herein shall alter the terms of the NOP Office Agreement, as it may be amended from time to time, and that the sole purpose of this Agreement shall be to coordinate funding for the construction of the NOP Office.

7. **Notice and Contact.** All notices and requests concerning this Agreement shall be delivered via email to the Executive Director of the BBCRA (or his or her designee), or the City Manager (or his or her designee), 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

8. **Term.** This Agreement shall become valid and commence upon execution by the last party to this Agreement ("Effective Date"). This Agreement shall be in effect from the Effective Date and unless earlier terminated pursuant to the terms of this Agreement, shall automatically terminate upon the final reimbursement required by this agreement or 120 days after the NOP Office has received its Certificate of Occupancy, whichever is earlier.
9. **Public Records.** The City and the BBCRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least one year after the termination of the Agreement.
10. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes
11. **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.
12. **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 a contractor pursuant to the applicable contract for such contractor services.

13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
20. **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.
21. **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.

[SIGNATURES ON FOLLOWING PAGE]

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

Boynton Beach Community Redevelopment Agency

ATTEST:_____ By: _____

Print Name:_____

Title:_____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
BBCRA Attorney

City of Boynton Beach, Florida

ATTEST:_____ By: _____

Print Name: _____

Title: _____

Date:_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
City Attorney

EXHIBIT A

RESOLUTION NO. R23-064

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE USE OF UNIT 8 AT THE HEART OF BOYNTON SHOPS FOR THE NEIGHBORHOOD OFFICER POLICING (NOP) PROGRAM AND THE ASSOCIATED LEASE AGREEMENT WITH WELLS LANDING APARTMENTS, LLC FOR UNIT 8; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the October 12, 2021, CRA Board meeting, the Board approved the relocation of the Neighborhood Officer Policing (NOP) Program office from the Ocean Breeze East Apartments to the E. MLK Jr. Boulevard Commercial portion of the mixed-use project; and

WHEREAS, as defined in the Development Agreement approved by the CRA, Unit 8 is a 1,055 square foot rent-free space dedicated to the CRA's NOP Program and per section 5.b.ii of the Agreement, the Neighborhood Officer Program Office ("NOP Office") shall be completed and in move-in ready condition within 18 months of the February 8, 2022 effective date (or August 8, 2023); and

WHEREAS, once the build-out is complete, the NOP will lease the space from CMC since the lease term will survive the CRA sunset in 2044; and

WHEREAS, an Interlocal Agreement is required to allow the City to lease the rent- free space from CMC for the NOP Program and the CRA to reimburse CMC for the buildout of the NOP Office; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8. A copy of the Interlocal Agreement is attached hereto and made a part here as Exhibit "A" and a copy of the Lease is attached hereto and made a part hereof as Exhibit "B".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 16th day of May, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	___
Vice Mayor – Thomas Turkin	✓	___
Commissioner – Angela Cruz	✓	___
Commissioner – Woodrow L. Hay	✓	___
Commissioner – Aimee Kelley	___	✓

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA.

THIS AGREEMENT ("Agreement") is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

WITNESSETH:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Community Redevelopment Area ("CRA Area") as described in the Plan; and

WHEREAS, pursuant to Sections 163.340, 160.345, and 163.370, *Florida Statutes*, the CRA is empowered to develop and implement community policing innovations, which includes increasing the visible presence of police in the community through citizen contract patrol, neighborhood storefront police stations, and other means;

WHEREAS, the CRA has established, in conjunction with the City, a community policing innovation known as the Neighborhood Officer Policing Program ("NOP") pursuant to a separate interlocal agreement ("NOP Interlocal Agreement"); and

WHEREAS, the CITY has approved and hereby reaffirms support for the NOP; and

WHEREAS, in order to provide a neighborhood storefront police station, the CRA included as part of a separate Development Agreement ("Development Agreement"), attached hereto as Exhibit A, with Wells Landing Apartments, LLC ("Landlord"), limited funding for a development of a NOP office as further described as "Unit #8" or "Unit 8" in the Development Agreement ("NOP Office"), and a requirement that the NOP Office be provided for use by the NOP rent-free as further described in the Development Agreement; and

WHEREAS, for purposes of this Agreement the term "Development Agreement" shall mean the Development Agreement as it has been and may be amended from time to time; and

WHEREAS, the NOP officers are employed by the City and the NOP is operated by the CITY with financial support from the CRA pursuant to a separate interlocal agreement between the City and CRA; and

WHEREAS, the CRA and City have determined that both parties will benefit if the City and Landlord enter into a separate lease for the NOP Office ("NOP Office Lease"); and

WHEREAS, concurrent with the execution of this Agreement, the CRA and Landlord are entering into a Second Amendment to Development Agreement to permit the CRA to assign certain rights under the Development Agreement to the City; and

WHEREAS, although the NOP Office Lease will be between the City and the CRA, the CRA desires to provide the funding described in the Development Agreement to ensure the presence of a neighborhood storefront police station;

WHEREAS, the parties desire to ensure the NOP Office Lease remains rent-free to the City for use by the NOP; and

WHEREAS, the CRA and City desire to ensure the NOP's continuous presence in the CRA's boundaries (the "CRA Area"); and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds for the NOP and NOP Office, is consistent with the CRA's Redevelopment Plan and Chapter 163, Florida Statutes; and

WHEREAS, the CRA and the CITY find that this Agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, specifically those in the CRA Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which both parties hereby confirm and acknowledge, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein.

2. **Obligations of the CRA.**

a) The CRA shall pay the Landlord $100,054.00 ("NOP Office Funding") for costs for architectural, professional design services, and construction of the NOP Office, subject to certain restrictions set forth in the Development Agreement.

b) The CRA hereby assigns its right to use the NOP Office rent-free, as set forth in the Development Agreement, and agrees to execute such documentation as may be necessary to effectuate this assignment.

3. Obligations of the CITY.

a) The CITY shall maintain the NOP Office primarily for use by the NOP, as a neighborhood storefront police station distinct from ordinary police operations, until such time as the CRA is terminated or expires.

b) The NOP shall have a at least one NOP officer available to meet at the NOP Office upon request during their assigned working hours, which may change from time to time.

c) Except for the NOP Office Funding, the CITY shall pay for the construction, furnishing, equipping, maintenance, utilities, and all other fees and costs necessary to construct and use the NOP Office for the NOP.

d) Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with Florida Statutes and the required presence of the NOP Officers at the NOP Office.

4. Relationship to NOP Interlocal Agreement. Nothing in this Agreement shall be deemed to replace, terminate, modify or otherwise affect the NOP Interlocal Agreement, as it may be amended from time to time. However, in the event the NOP Interlocal Agreement is terminated, either party may terminate this Agreement upon 30 days' notice to the other party.

5. Limitation on CRA's Responsibilities. The CRA's responsibilities under this Agreement are limited to providing funding to Landlord as specified in Section 2(a) of this Agreement and executing documentation as described in Section 2(b) of this Agreement.

6. Indemnification. The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including

equipment installation and removal) associated with the CITY's use of the NOP Office or design or construction thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees. 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.

7. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate after upon the termination of the CRA or as otherwise provided for in this Agreement. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. **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 1 year after the termination of the Agreement.

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

10. **Default.** Unless otherwise provided in this Agreement, if either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (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, provided however, the CRA may not be held in default for failure of Landlord to execute documentation or failure of Landlord to respond to requests for the same. 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 signed 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. In addition to the other remedies provided herein, in the event the CITY does not use the NOP Office for the NOP or does not maintain a daily NOP presence in the NOP Office, and fails to cure after the notice of default, the CITY shall pay the CRA $100,054.00; plus interest calculated at a rate of 4% per annum.

11. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. Compliance with Laws. The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

13. 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.

14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

15. Governing Law and Venue. The terms 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 laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

16. No Discrimination. Parties 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.

17. Notice. 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:

a. CITY:
Dan Dugger, City Manager
CITY of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

b. CRA:
Thuy Shutt, Executive Director
Boynton Beach CRA
100 E. Ocean Avenue
4th Floor
Boynton Beach, Florida 33435

c. Copies To:
Michael Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Kathryn Rossmell, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

18. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.

19. **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.

20. **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.
21. **Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
22. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
23. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

[Signatures on following page.]

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the later of the dates set forth below.

ATTEST:

CITY OF BOYNTON BEACH, a Florida municipal corporation

CITY Clerk

By: _____
Ty Penserga, Mayor

Approved as to Form:

Date: 5/9/2023

(SEAL)

Office of the CITY Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Office of the CRA Attorney

By: _____
Ty Penserga, Chair

Date: 5/9/2023

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 10th day of May 2023, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 119 E Martin Luther King Jr. Blvd
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: **Five (5) years** subject and conditioned on the provisions of this lease.

The Lease should begin **July 1, 2023** and end **June 30, 2028.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Total rent payable as follows:

Total Rent EACH year is:
July 1, 2023 – June 30, 2028:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71.00)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation

including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their original condition (subject to improvements and additions remaining at Lessor's option as described

above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee's business (the "Permitted Materials")

provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or project are taken by such condemnation as would substantially and adversely affect the operation and

profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

By: _____

Date: _____

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: MARCH 29, 2023

Witness as to Tenant:

By: Tammy L. Stanzano

Date: May 25, 2023

Tenant Name: **City of Boynton Beach**

By: _____

Date: May 25, 2023

Memo

To: Daniel Dugger, City Manager

From: Stacey R. Weinger, Deputy City Attorney

Date: June 13, 2024

Dept. CRA

Matter # 24-0476

Re: **Wells Landing Apartments LLC dba The Heart of Boynton Shops Unit 8 Business Lease**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The City Manager is authorized to execute these documents in accordance with:

Commission Approval. Resolution No. R23-064

To: **Office of the City Clerk**

Please take the actions indicated below with respect to these documents:

- ☑ Attest to the execution of the Agreement by the City Manager.
- ☑ Insert the date of execution beneath the City Manager's signature (if not already dated).

Expiration Date: May 31, 2029

This version of the Lease replaces the Lease dated May 16, 2023

Please retain one original as a public record and forward a copy of the fully-executed document to:

Bonnie Nicklien, CRA

To: **Bonnie Nicklien, CRA**

Please forward the fully-executed document to the other party. Thank you.

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 24 day of June 2024, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 137 NE 10th Avenue
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: **Five (5) years** subject and conditioned on the provisions of this lease.

The Lease should begin **June 1, 2024** and end **May 31, 2029.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Premises are available to Tenant as of the date of issuance of residential TCO. Total rent is payable as follows:

Total Rent EACH year is:
June 1, 2024 – May 31, 2029:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that

will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their

original condition (subject to improvements and additions remaining at Lessor's option as described above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such

materials that are used in the ordinary course of Lessee's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or

project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

By: _____

Date: 1/26/24

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: 1/26/2024

Witness as to Tenant:

By: _____

Date: 6/24/2024

Tenant Name: **City of Boynton Beach**

By: _____
Daniel Dugger, City Manager

Date: 6/24/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____
Stacey R. Weinger,
Deputy City Attorney

EXHIBIT B

NOP Office Buildout Budget

Name	Model	Unit Price	Units	Extended Price	BBCRA	BBPD	BBCRA Cost	BBPD Cost
Tenant Buildout		$155,874.71	1	$155,874.71	1		$155,874.71	$0.00
Ext. Camera	6.0c-h5a-dp1-IR	$1,034.43	2	$2,068.86	1		$2,068.86	$0.00
Int. Camera	12w-h5a-fe-do1-IR	$951.74	2	$1,903.48		1	$0.00	$1,903.48
NVR	NVR4x-std-24tb-s16-na	$11,929.63	1	$11,929.63	1		$11,929.63	$0.00
Ext. Camera Mount	acc7-ent-h4a-mt-wall1	$60.40	2	$120.80	1		$120.80	$0.00
Life Safety Power (Doors/Readers)*	ac-lsp-8dr-mer-lck	$678.69	1	$678.69	1	0	$678.69	$0.00
Intelligent Controller (Doors and readers)*	ac-mer-cont-lp1502	$1,059.18	1	$1,059.18	0	1	$0.00	$1,059.18
Reader interface (Doors and readers)*	ac-mer-con-mr52-s3b	$583.24	1	$583.24	0	1	$0.00	$583.24
Network Comm Module remote (Fire)	ac-lsp-nl4	$325.36	1	$325.36	1		$325.36	$0.00
Card Reader	AC-HID-READER-SIGNO .	$565.65	4	$2,262.60		1	$0.00	$2,262.60
28 port switch	CBS350-24FP-4G-NA	$1,604.68	1	$1,604.68	1		$1,604.68	$0.00
Master Tech (labor)	Master Tech (GSA)	$110.83	160	$17,732.80	1		$17,732.80	$0.00
System Design Engineer (labor)	System Design Engineer(	$110.83	16	$1,773.28	1		$1,773.28	$0.00
Project Manager (labor)	Project manager (GSA)	$110.83	34	$3,768.22	1		$3,768.22	$0.00
Alarm Service 1-yr (Operating)	Miscellaneous	$3,987.43	1	$3,987.43	1		$3,987.43	$0.00
Door Access control pre-build	Miscellaneous	$879.34	4	$3,517.36		1	$0.00	$3,517.36
Rack and Battery backup	Miscellaneous	$1,982.45	1	$1,982.45	1		$1,982.45	$0.00
Labor Camera/Reader/Programming/Wiring	Miscellaneous	$4,783.00	1	$4,783.00	0.5	0.5	$2,391.50	$2,391.50
Furniture, Fixtures, and Equipment	Miscellaneous	$20,260.00	1	$20,260.00	0	1	0	$20,260.00
					Total		**$204,238.41**	**$31,977.36**

Final Proposal

RS CONSTRUCTION OF DADE, INC.

Date: 12/5/24

CGC 040308
7735 NW 146TH STREET, SUITE 306
MIAMI LAKES, FL 33016
305-821-0330

Proposal For: WORK TO UNIT 108
HOB NOP OFFICE SPACE
137 NE 10th Avenue - Unit 108
Boynton Beach , Florida 33125

Scope of Work	
All Labor & Materials for the Interior Built - Out for Unit #108 according to plans by The Construction & Architecture Group ,Inc, final plans	
Schedule of Value	
Drywall & Drywall Finish	$ 20,500.00
ARMORTEX BULLET- RESISTANCE FIBERGLASS PANELS- ALLOWANCE - NEED LEVEL OF SECURTY &THICKNESS	$ 6,000.00
Acoustical Tile	$ 5,785.00
Insulation	$ 2,200.00
Doors & Hardware	$ 6,900.00
STORE FRONT GLASS DOOR WITH SIDELIGHTS	$ 5,874.00
Painting	$ 2,200.00
Flooring & Tile - AS PER TILE PROPOSAL	$ 6,149.20
FRP PANEL	$ 750.00
Cabinets & Tops AS PER PROPOSAL	$ 5,000.00
HVAC - Mechanical System	$ 18,830.00
Plumbing & Plumbing Fixtures	$ 14,631.00
Fire Sprinklers	$ 4,278.00
Electrical, Main Panels (COPPER SEED)	$ 24,050.00
Light Fixtures	$ 4,800.00
Fire Alarms	$ 4,500.00
Appliances	$ 910.00
Specilaties - Handicap Requirements In Bathrooms	$ 2,375.00
Rough & Final Cleaning	$ 1,000.00
SubTotal	$ 136,732.20
GC FEE - 14 %	$ 19,142.51
TOTAL CONSTRUCTION COST	$ 155,874.71
Intercom System & Camera System By Tenant	
Communication System & Wi-Fi System By Tenant	
This proposal includes all fees, materials, labor, over head & profit until we received the final permit set .	

CRA FY 2024 BUDGET SUPPORTING DOCUMENTS

CRA SECURITY & ACCESS CONTROL ESTIMATE FY2024.

Estimate

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	GSA Contract #			
6.0C-H5A-DP1-IR	6.0 MP WDR; LightCatcher; Day/Night; Pendant Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	4	1,034.43	4,137.72
12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	2	951.74	1,903.48
NVR4X-STD-24TB-S16-NA	NVR4X Standard 24TB 2U Rack Mnt; Windows Server 2016; NA	1	11,929.63	11,929.63
ACC7-ENT	ACC 7 Enterprise camera channel	6	232.75	1,396.50
H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	4	60.40	241.60

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON–MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws and a 150 watt 12V/4A and 24V/4A power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) outputs (D8P Board) delivering a regulated independent power connection to each Mercury board and eight fused output (C8 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); form 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery space for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 20" x 24" x 6.5" with door lock and two (2) keys. Weight 25 lb.(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	1	678.69	678.69

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Phone #	E-mail	Follow us on Instagram Broadcast_Systems
(561) 578-4964	admin@broadcastsystemsinc.com	

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)		1,059.18	1,059.18
AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	1	583.24	583.24
AC-LSP-NL4	The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	1	325.36	325.36
AC-HID-READER-SIGNO...	AC-HID-READER-SIGNO-40KNKS-00-000000 Signo40K, Wall mount w/Keypad, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	4	565.65	2,262.60
CBS350-24FP-4G-NA	28-port Gigabit Managed Switch (24 PoE+ budget 370W; 4 Gigabit SFP) - NA	1	1,604.68	1,604.68
Master Tech (GSA)	Master Technician (GSA)	160	110.83	17,732.80
System Design Engineer(G...	System Design Engineer (GSA)	16	110.83	1,773.28
Project manager (GSA)	Project manager (GSA)	34	110.83	3,768.22

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

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119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	Open Market Items			
Miscellaneous	Alarm system with 1 year of service included	1	3,987.43	3,987.43
Miscellaneous	door access control pre-build	4	879.34	3,517.36
Miscellaneous	Rack and battery backup	1	1,982.45	1,982.45
Miscellaneous	Wire and other instalation materials.	1	4,783.00	4,783.00
	SOW; Labor to install 4 cameras on the exterior and 2 cameras on the interior. Labor install 4 doors of access control. Techs will install all locking mechanism and readers. Labor to program the doors in the system and back-haul data to PD via City it programing. labor with wire to the 5 desk locations with 2 CAT6 cables. Labor to wire to the printer. Labor to wire 2 data drops in the conference room. labor to wire 2 wireless AP locations. Labor to install a bugler alarm with 4 door sensors, 2 tritech sensors. Labor to install rack, battery backup, and other related items.			

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Subtotal	$63,667.22
Sales Tax (0.0%)	$0.00
Total	$63,667.22

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

CRA BUDGET FY 2024
FURNITURE ESTIMATE

Burdelski, Steven

From: Slocombe, Anderson
Sent: Tuesday, March 28, 2023 11:57 AM
To: Burdelski, Steven
Subject: BB PD Office at MLK Blvd.
Attachments: SKM_C55823032811320.pdf

Captain,
Please see the attached proposed sketch for furniture layout and note the following:

1. I show a multi-person work desk/ station (4) with a pedestal (see image shown below – note the image is for a 3 person set-up. Privacy panels can be added between stations if desired.
2. Please note that additional stations can be added to the space -is needed.

With regards to a budget for furniture at the above referenced offices please note the following:

1.	4	work stations w/ pedestals	$ 5,400.00
2.	4	task chairs	$ 1,600.00
3.	1	Conference Table (4x8)	$ 900.00
4.	8	conference chairs	$ 4,000.00
5.	4	Lobby chairs	$ 1,200.00
6.	2	Small tables	$ 500.00
7.	2	Storage cabinets	$ 1,200.00
		Sub-total	$14,800.00
		Contingency (20%)	$ 2,960.00
		Delivery/ install (allowance)	$ 2,500.00
		Total	**$20,260.00**

I think that $20k would be a good number to be used for a budget. We can always shop around for less expensive furniture.

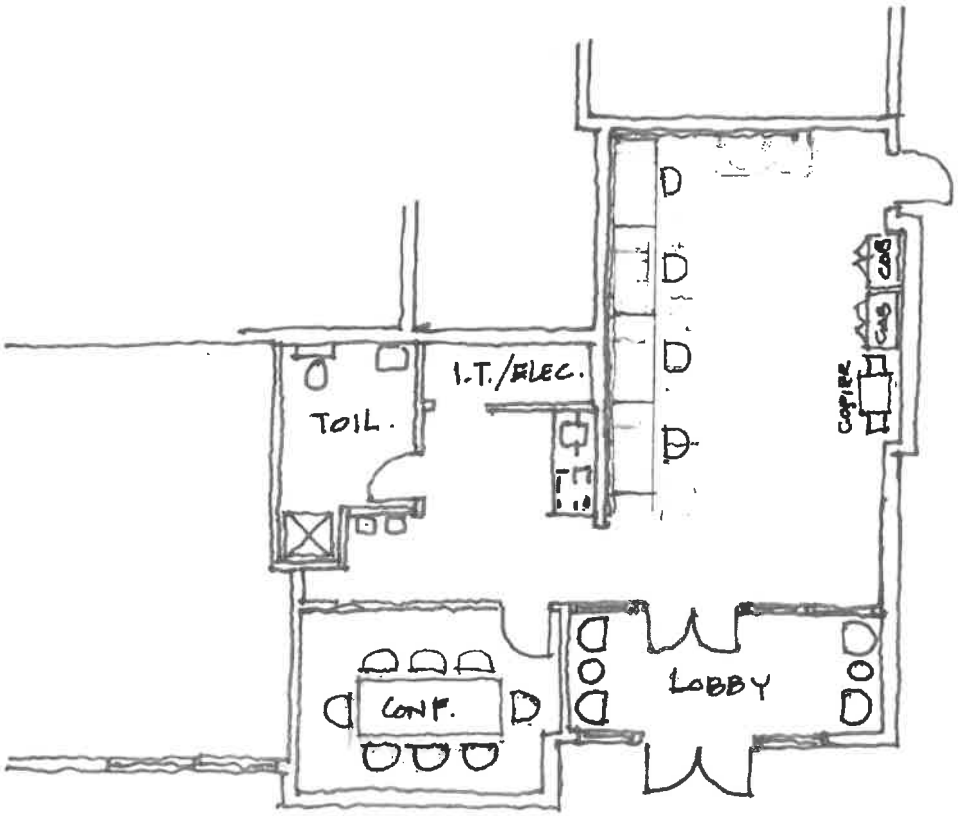
Hope this helps.

Thanks!



Anderson Slocombe
Temporary Employee
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6985
SlocombeA@bbfl.us | boynton-beach.org/
Follow us on

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.



PROPOSED FURNITURE PLAN

BO PD OFFICE
@ NLK BLVD.

3/20/23

FY 2024 CRA OFFICE ESTIMATES

Project
CRA Police Office

Scope of Work (SOW): Procurement, Installation and Configuration of IT Equipment for CRA office located at 119 E Martin King Blvd, Suite 108.
Note: The below are preliminary estimates.

Stakeholder Requirements:

Security System visible at PD – at least four exterior cameras and 2 interior cameras
Alarm for the space
Access control pads for the front and side doors
4 laptop docking stations & four monitors
High speed Printer and copier combination that is WIFI enabled (this can be a desk top version)
Low voltage entry door panels for two doors that will work with our access cards

Equipment	Vendor	Total	Notes
Security & Access Control Equipment	Broadcast Systems	$ 65,000.00	Includes Alarm, Camera, Access Control and Installation
Network Equipment	StepCG	$ 20,000.00	Access Point, Switch, Router, and Professional Services
Internet Services	Comcast	$ 2,000.00	Cost for 1 year of service. Contract Terms are for 3 years.
Laptop Docking Station	GovDirect	$ 1,600.00	Panasonic Docking Station for FZ-55 model
Monitors	Dell	$ 1,000.00	4 x 24in Monitors
Printer/Copier	Konica	$ 500.00	Leased Copier - 500 per year (4 year term)

Total Cost - Year 1	$ 90,100.00	
Recurring Cost	$ 3,400.00	Internet Costs, Copier Lease, Security Services per year.

US/EN
Back

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Estimated Total (4 Items): $192.56

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Item		Quantity	Price
	Dell Pro Wireless Keyboard and Mouse – KM5221W Save for later |	4 Remove	$239.96
	▶ View full specs		
	▶ Show savings		- $60.00
	Item Total:		**$179.96**
	FREE delivery by Friday, Mar 31 if ordered by 2 PM CT.		

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Access to large IT-dedicated lines of credit^

Apply

Learn more (https://www.dell.com/en-us/lp/dell-financing-details)

▶ Dell Rewards

Subtotal (4 Items)	$179.96
Shipping	Free
Estimated Tax Change	$12.60
Estimated Total	**$192.56**

Get it by () Mon, Apr 03, 2023

Get up to 12 months special financing with min. purchase^ plus Dell Rewards.*

WELLS LANDING

Date : 2/17/2023

Unit #8

SCOPE OF WORK :

1. Handicap Bathroom	6' x 6" Bathroom with all handicap requirements	
2.Kitchenette	6 Linear ft ft of cabinet Top & Bottom with sink	
3.Acoustical Ceiling	2"X4" Acostical Tile & Grids - Fire Rated	
4.Drywall Per Layout	Conference Room & Lobby	
5. Doors & Hardware	All Doors & trim including baseboards,hardware	
6.Flooring	Ceramic Tile	
7.Complete Paint	Paint All Walls & Finish Carpentry	
8.Fire Sprinkler System per code	Complete Sprinkler System Based on Code Requirments	
9.Insulation	All Wall Insualtion required for sound & heat	
10. Plumbing per code	All Plumbing System including drainage ,water pipe & fixtures	
11.Plumbing - Water Meter	Submeter for water	
12.HVAC Mechanical per code	Complete A.C. System Including 2 ton Unit & Ductwork	
13.Electrical - per code	Complete Electrical System including Fire Alarm,Panels & Wiring	
14. Light Fixtures	Light Fixtures - Lay-In florescent,smoke dectors,exit signs	
15. Rough & Final Cleaning	Two Cleaning -Rough & Final	
16. Laminate Glass Wall	Glass Wall	
17 Reinforced Ballistic Wall	Ballistic Wall	

PRELIMANARY ESTIMATE

Cost Code	ITEM	SUBCONTRACTOR	Total Cost
0100-025	Cleaning	RMV CLEANING	$ 800.00
0600-030	Cabinets - BATH & Kitchen	Ashmandy Kitchen Cabinets	$ 1,645.00
0700-015	Insulation	LEED Insulation	$ 1,775.00
0800-003	Doors & Hardware/Millwork	Complete Door & Trim	$ 1,500.00
0900-010	Drywall & Acoustics	Hurricane Drywall	$ 8,950.00
0900-015	Acoustical Ceiling	Bergola	$ 6,420.00
0900-030	Flooring	General Property Construction	$ 6,745.00
0900-045	Painting	A.L. Waterproofing & Paint	$ 2,750.00
1000-001	Laminate Glass Wall & Doors	Alfa Glass	$ 5,874.00
1000-004	Reinforced Ballistic Wall	Hurricane Drywall	$ 7,898.00
1000-001	Bathroom Accessories	Complete Door & Trim	$ 585.00
1500-005	Fire Sprinkler System	Sprinklermatic	$ 4,278.00
1500-020	Plumbing	Ridgeway Plumbing	$ 8,750.00
1500-045	Plumbing - Water Meter	IUSA	$ 425.00
1500-030	HVAC Mechanical	Best Air Conditioning	$ 11,750.00
1600-005	Electrical & Fire Alarm	Becai Electric	$ 14,785.00
1600-025	Light Fixtures	Becai Electric	$ 1,987.00
	SUB TOTAL		$ 86,917.00
	General Contractors Fee (14%)		$ 12,168.38
	GRAND TOTALS		$ 99,085.38

NOTE :

FINAL ESTIMATE UPON FINAL DRAWING &
& SCOPE OF WORK .
THE COST OF CONSTRUCTION MATERIAL & LABOR
CONITINUES TO INCREASE EVERY MONTH

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

NEW BUSINESS

AGENDA ITEM 15.E

SUBJECT:
Discussion and Consideration of the Authorization of Acting Executive Director to Sign the Construction Contract for Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program

SUMMARY:
The CRA Board approved the Development Agreement and subsequent First and Second Amendments between the CRA and Centennial Management Corp. (CMC)/Wells Landing Apartments, LLC (d/b/a Heart of Boynton Shops) for the commercial component (see Attachment I-III). As defined in the Development Agreements, Unit 8 is a 1,055 square foot rent-free space dedicated to the CRA's NOP Program.

At the May 9, 2024 CRA Board Meeting and May 16, 2024 City Commission meeting, Resolution 23-064 was approved (see Attachment IV) authorizing the City to enter into a lease agreement with CMC. The ILA also allows the CRA to reimburse CMC for the build-out of the NOP Office and allow the CRA to reimburse the City for the monthly operational expenses outlined in the lease. The lease will be between the City and CMC since the lease term will survive the CRA sunset in 2044.

On December 5, 2024, the CRA received a final cost from CMC's contractor RS Construction of Dade, Inc. for the build-out of the NOP which totals approximately $155,875 (see Attachment V).

The previous agenda item 15.D. is the Interlocal Agreement which provides for the City and CRA contribution for the construction costs (see Attachment VI).

The CRA is seeking Board approval for the Acting Executive Director to enter into a construction contract with RS Construction of Dade, Inc. for the NOP Office located in the Heart of Boynton Shops at 137 NE 10th Avenue, Unit 108 (see Attachment VII).

FISCAL IMPACT:
FY 2022-2023 Project Fund Budget; #02-58100-203; $25,000 (design fees)
FY 2022-2023 Project Fund Budget; #02-58200-406; $75,054 (tenant buildout)
FY 2024-2025 Project Fund Budget; #02-58500-460; $80,821 (tenant buildout)

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

CRA BOARD OPTIONS:
1. Approve the Authorization of Acting Executive Director to Sign the Construction Contract for Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program pending final legal review.

2. Alternative direction based on Board discussion.

ATTACHMENTS:

Description

- Attachment I - Executed Development Agreement
- Attachment II - Executed First Amendment to the Development Agreement
- Attachment III - Executed Second Amendment to the Development Agreement
- Attachment IV - R23-064
- Attachment V - Final Cost Estimate
- Attachment VI - NOP Office Funding ILA
- Attachment VII - Construction Contract

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.

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 Rojas

WITNESS:

_____

Printed Name: Theresa Utterback

01591782-5

SH: MV

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 TOPIARY 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

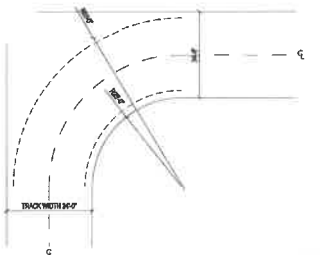
D2 STREET - PLAZA SECTION A
1/8" = 1'-0"

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'-0"
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 DUMPSTER SEE DETAIL A/AS-103
COVERED BIKES RACKS SEE DETAIL D4/AS-102
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
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

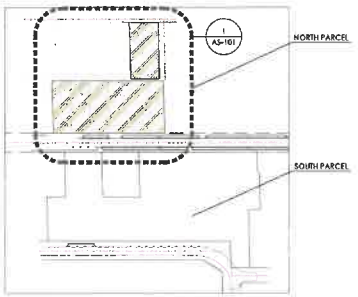
* MINIMUM OF 8,250 COMMERCIAL SPACE PER 18.2 (a) OF SBCRA #1 WELLS LANDING APTS, LLC AGREEMENT
** SEE REDUCTION STUDY PARKING



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
P H 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

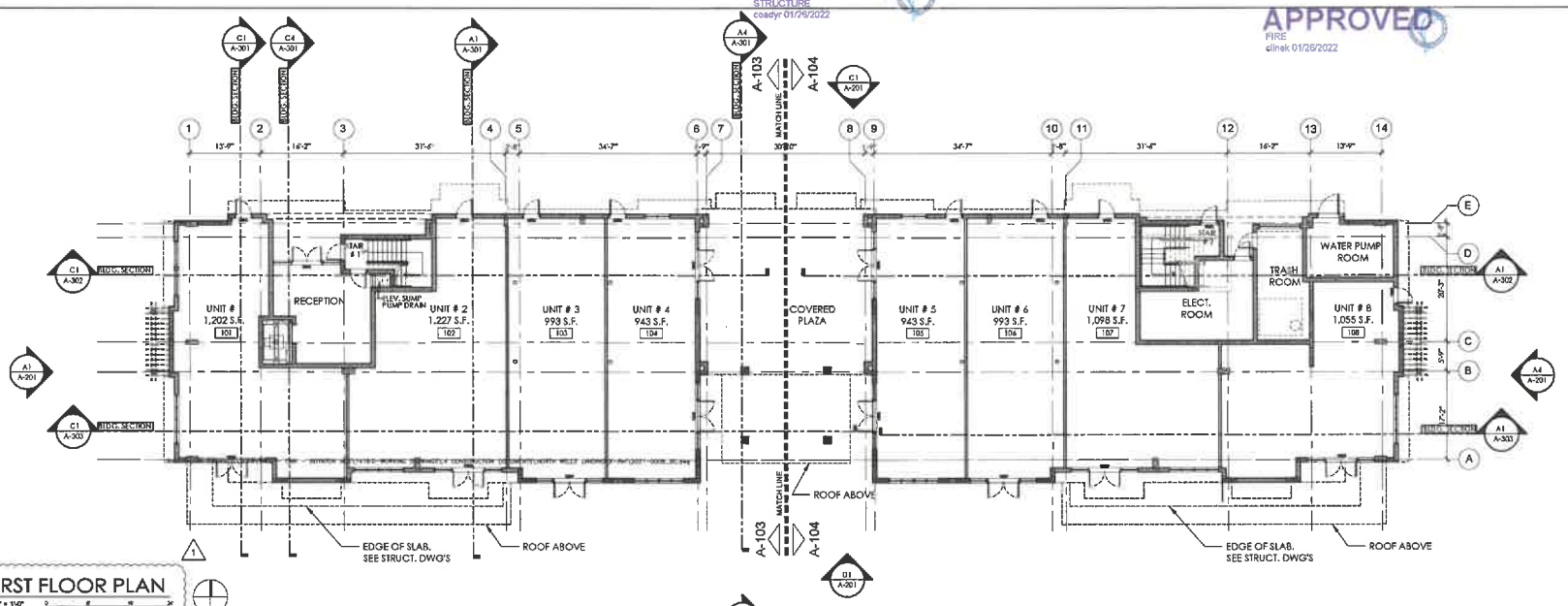
No.	Description	Date
	PART COMMENTS	10-7-2020
	PART COMMENTS	11-21-2020
	PART COMMENTS	12-28-2020
	CONDITION OF APPROVAL	01-28-2021
1	UPDATED	03-01-2021
2	UPDATED	03-01-2021

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

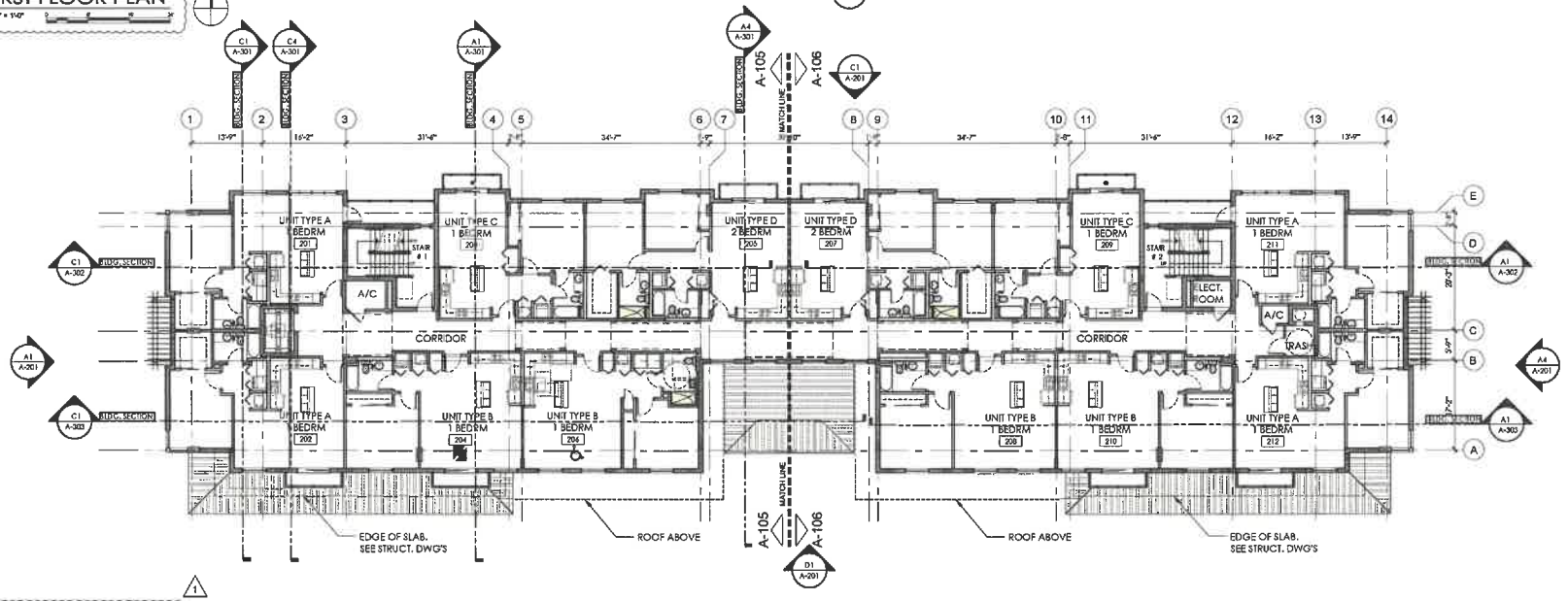
1266

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

1267

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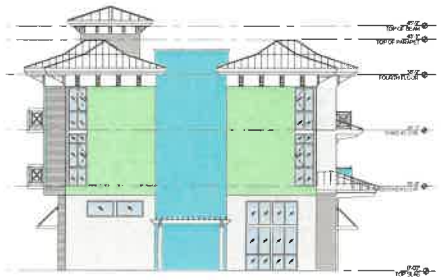
ITRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES



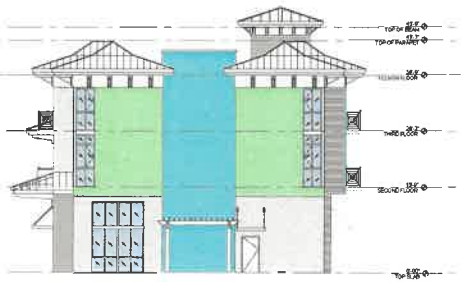
D1 SOUTH ELEVATION
3/32" = 1'-0"



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

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

PROJECT
WELLS LANDING NORTH

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

DRAWN

REVISIONS

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

1268

FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement ("First Amendment") is hereby entered into by and between the Boynton Beach Community Redevelopment Agency a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes ("CRA") and Wells Landing Apartments, LLC ("Developer"). Individually, the CRA or Developer may be referred to herein as a "party" and collectively may be referred to herein as the "parties."

WHEREAS, the parties previously entered into a Development Agreement dated February 8, 2022 (the "Agreement"); and

WHEREAS, the price of building materials has substantially increased since that time, rendering it difficult for prospective tenants to build out space within the Project described in the Agreement; and

WHEREAS, the prevention of vacancy furthers the CRA's statutory mandate to prevent slum and blight; and

WHEREAS, the Developer desires to assist prospective tenants with interior buildouts; and

WHEREAS, the parties desire to amend the Agreement such that both parties will contribute additional funding to the buildout of certain portions of the Project;

WHEREAS, the parties desire to allocate the funding as specified in this First Amendment;

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 above recitals are hereby incorporated herein as if fully set forth.

2. **Amendment Style.** Amendments to the Agreement are shown as follows: additions are shown in underlined format; deletions are shown in strikethrough format.

3. **Amendment to Paragraph 2(i) of the Agreement.** Paragraph 2(i) of the Agreement shall be amended as follows:

(i) "Secondary Eligible Expenses" shall mean: <u>bathrooms compliant with the Americans with Disabilities Act accessible from tenant spaces</u>, exterior improvements to the Property that enhance the aesthetic value or electrical,

EBL

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.

4. **Amendment to Paragraph 4 of the Agreement.** Paragraph 4 of the Agreement shall be amended as follows:

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

a) Provide to Developer funding in an amount not to exceed ~~$2,025,815~~$2,300,815 ~~to be used only for the reimbursement of Eligible Expenses, and where permitted by this Agreement, for the reimbursement of Secondary Eligible Expenses.~~ for the Project ("Project Funding"). Project Funding shall only be provided in the form of a reimbursement, ~~Reimbursement shall be~~ subject to terms and conditions hereafter set forth, and shall be allocated as follows:

Eligible Expenses (including $25,000 for NOP Design) *	$1,863,761.00
Secondary Funding to be used for Secondary Eligible Expenses (Units 1-7)	$ 362,000.00
NOP Construction (Unit 8)	$ 75,054.00
Total	$2,300,815.00

*Where permitted by this Agreement, Project Funding for Eligible Expenses may be used for the reimbursement of Secondary Eligible Expenses.

b) Provide "Secondary Funding" to Developer to be used only for the reimbursement of Secondary Eligible Expenses, the value of such Secondary Funding to be divided equally amongst Units 1-7 as depicted on Exhibit B (hereinafter, collectively "Units 1-7" or individually, a "Unit"); provided however, that should any single Unit not require the full amount of its share of the Secondary Funding, such amount not utilized shall be redistributed equally among the other Units.

EJP

c)~~(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. **Amendment to Paragraph 5 of the Agreement.** Paragraph 5 of the Agreement shall be amended as follows:

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 "~~grae~~y 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.

iv) Contribute $50,000 towards the interior buildout of Units 1-7, to be equally distributed amongst Units 1-7 as a builder's contribution to the tenants, for expenses specifically approved by Tenant. Such funding shall be in addition to funding associated with "grey shell" building expenses, and in addition to funding provided by the CRA.

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.

g) Developer shall not be responsible for funding of tenant improvements for ~~"~~Units 1-7~~#1-7"~~ except as provided for in Paragraph 5(b)(iv).

6. **Amendment to Paragraph 6 of the Agreement.** Paragraph 6 of the Agreement shall be amended as follows:

(6) Limitation on Use of CRA Funds. The Project ~~f~~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 consistent with the allocations specified in Paragraph 4(a). ~~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.~~ If and only if any Project ~~f~~Funding allocated to funding Eligible Expenses remains after the completion of all portions of the Project that create Eligible Expenses, Developer is entitled to seek ~~reimbursement~~ Project Funding allocated to Eligible Expenses as reimbursement for Secondary Eligible Expenses. ~~CRA funds~~ Project Funding may be used to build out individual spaces only as specifically authorized in this Agreement.

7. **Amendment to Paragraph 7 of the Agreement.**
   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~~.~~; and

vi. For any reimbursement request for Secondary Funding, proof of tenant approval of the expenses.

8. **General.** 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 parties. This First Amendment may be executed in a number of counterparts, 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.

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EOF

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the latest of the dates indicated below.

DEVELOPER:

Wells Landing Apartments LLC,

a Florida limited liability company

By: Wells Landing Apartments, LLC,

a Florida limited liability company,

its Manager

By: _____

Printed Name: Lewis V. Swezy, Manager

Title: Manager

Date: 12/20/22

WITNESS:

_____

Printed Name: PAUL BILTON

WITNESS:

_____

Printed Name: FLOR GOMEZ

CRA:

BOYNTON BEACH COMMUNITY

REDEVELOPMENT AGENCY

By: _____

Printed Name: Ty Penserga

Title: Chair

Date: 12/28/2022

WITNESS:

_____

Printed Name: THUY T. SHUTT

WITNESS:

_____

Printed Name: Theresa Utterback

Approved as to form and legal sufficiency: _____

CRA Attorney

SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement ("Second Amendment") is hereby entered into by and between the Boynton Beach Community Redevelopment Agency a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes ("CRA") and Wells Landing Apartments, LLC ("Developer"). Individually, the CRA or Developer may be referred to herein as a "party" and collectively may be referred to herein as the "parties."

WHEREAS, the parties previously entered into a Development Agreement dated February 8, 2022; and

WHEREAS, the parties previously amended the Development Agreement pursuant to a First Amendment to Development Agreement dated December 28, 2022 ("First Amendment"); and

WHEREAS, the Development Agreement, as amended by the First Amendment, is referred to herein as the "Agreement"; and

WHEREAS, the parties wish to amend certain deadlines in the Agreement for their mutual benefit; and

WHEREAS, the parties wish to allow the CRA to assign certain benefits under the Agreement to the City of Boynton Beach (the "City");

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 above recitals are hereby incorporated herein as if fully set forth.

2. **Amendment Style.** Amendments to the Agreement are shown as follows: additions are shown in underlined format; deletions are shown in strikethrough format.

3. **Amendment to Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement shall be amended as follows:

2) <u>DEFINITIONS.</u>
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) costs for architecture and professional design services only for the Neighborhood Officer Policing Program Office ("NOP Office") along with costs for construction of the NOP Office, up to the amount described and Paragraph 4, and (vi) other expenses specifically agreed to by the CRA through prior written approval.

4. **Amendment to Paragraph 4 of the Agreement.** Paragraph 4 of the Agreement shall be amended as follows:

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

...

Eligible Expenses ~~(including $25,000 for~~ excluding NOP Office-Design and Construction)*	~~$1,863,761.00~~ $1,838,761.00
Secondary Funding to be used for Secondary Eligible Expenses (Units 1-7)	$362,000.00
NOP Office Design and Construction (Unit 8)	~~$75,054.00~~ $100,054.00
Total	$2,300,815.00

*Where permitted by this Agreement, Project Funding for Eligible Expenses may be used for the reimbursement of Secondary Eligible Expenses.

5. **Amendment to Paragraph 5(b)(ii) of the Agreement.** Paragraph 5(b)(ii) of the Agreement shall be amended as follows:

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

...

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

...

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~~ 12 months from the issuance of the Certificate of Occupancy for the residential units within the mixed-use building that will contain Unit #8, and Unit #8 shall be provided to the CRA for said use rent-free. Pursuant to Paragraph 10, the CRA may, at its option, assign the use Unit #8 on a rent-free basis to the City of Boynton Beach, and upon receiving from the CRA written confirmation of such assignment, Developer may lease Unit #8 directly to the City of Boynton Beach.

6. **Amendment to Paragraph 10 of the Agreement.** Paragraph 2(i) of the Agreement shall be amended as follows:

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. CRA may assign any of its rights or obligations under this Agreement to the City of Boynton Beach without prior approval of Developer.

7. **General.** Except as expressly set forth in this Second Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the parties. This Second Amendment may be executed in a number of counterparts, 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 Second Amendment, this Second Amendment shall control.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the latest of the dates indicated below.

DEVELOPER:

Wells Landing Apartments LLC,

a Florida limited liability company

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

By: _____

Printed Name: Lewis V. Swezy, Manager

Title: MANAGER

Date: 6/6/2023

WITNESS:

_____

Printed Name: PAUL BLETON

WITNESS:

_____

Printed Name: CAROL MORALES

CRA:

BOYNTON BEACH COMMUNITY

REDEVELOPMENT AGENCY

By: _____

Printed Name: Ty Penserga

Title: Chair

Date: 5/9/2023

WITNESS:

_____

Printed Name: BONNIE NICKLIEN

WITNESS:

_____

Printed Name: Vicki Cuthman

Approved as to form and legal sufficiency: _____

CRA Attorney

01858564-1

4886-8654-0894, v. 3

; ETP

RESOLUTION NO. R23-064

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE USE OF UNIT 8 AT THE HEART OF BOYNTON SHOPS FOR THE NEIGHBORHOOD OFFICER POLICING (NOP) PROGRAM AND THE ASSOCIATED LEASE AGREEMENT WITH WELLS LANDING APARTMENTS, LLC FOR UNIT 8; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the October 12, 2021, CRA Board meeting, the Board approved the relocation of the Neighborhood Officer Policing (NOP) Program office from the Ocean Breeze East Apartments to the E. MLK Jr. Boulevard Commercial portion of the mixed-use project; and

WHEREAS, as defined in the Development Agreement approved by the CRA, Unit 8 is a 1,055 square foot rent-free space dedicated to the CRA's NOP Program and per section 5.b.ii of the Agreement, the Neighborhood Officer Program Office ("NOP Office") shall be completed and in move-in ready condition within 18 months of the February 8, 2022 effective date (or August 8, 2023); and

WHEREAS, once the build-out is complete, the NOP will lease the space from CMC since the lease term will survive the CRA sunset in 2044; and

WHEREAS, an Interlocal Agreement is required to allow the City to lease the rent- free space from CMC for the NOP Program and the CRA to reimburse CMC for the buildout of the NOP Office; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8. A copy of the Interlocal Agreement is attached hereto and made a part here as Exhibit "A" and a copy of the Lease is attached hereto and made a part hereof as Exhibit "B".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 16th day of May, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley		✓

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA.

THIS AGREEMENT ("Agreement") is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

WITNESSETH:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Community Redevelopment Area ("CRA Area") as described in the Plan; and

WHEREAS, pursuant to Sections 163.340, 160.345, and 163.370, *Florida Statutes*, the CRA is empowered to develop and implement community policing innovations, which includes increasing the visible presence of police in the community through citizen contract patrol, neighborhood storefront police stations, and other means;

WHEREAS, the CRA has established, in conjunction with the City, a community policing innovation known as the Neighborhood Officer Policing Program ("NOP") pursuant to a separate interlocal agreement ("NOP Interlocal Agreement"); and

WHEREAS, the CITY has approved and hereby reaffirms support for the NOP; and

WHEREAS, in order to provide a neighborhood storefront police station, the CRA included as part of a separate Development Agreement ("Development Agreement"), attached hereto as Exhibit A, with Wells Landing Apartments, LLC ("Landlord"), limited funding for a development of a NOP office as further described as "Unit #8" or "Unit 8" in the Development Agreement ("NOP Office"), and a requirement that the NOP Office be provided for use by the NOP rent-free as further described in the Development Agreement; and

WHEREAS, for purposes of this Agreement the term "Development Agreement" shall mean the Development Agreement as it has been and may be amended from time to time; and

WHEREAS, the NOP officers are employed by the City and the NOP is operated by the CITY with financial support from the CRA pursuant to a separate interlocal agreement between the City and CRA; and

WHEREAS, the CRA and City have determined that both parties will benefit if the City and Landlord enter into a separate lease for the NOP Office ("NOP Office Lease"); and

WHEREAS, concurrent with the execution of this Agreement, the CRA and Landlord are entering into a Second Amendment to Development Agreement to permit the CRA to assign certain rights under the Development Agreement to the City; and

WHEREAS, although the NOP Office Lease will be between the City and the CRA, the CRA desires to provide the funding described in the Development Agreement to ensure the presence of a neighborhood storefront police station;

WHEREAS, the parties desire to ensure the NOP Office Lease remains rent-free to the City for use by the NOP; and

WHEREAS, the CRA and City desire to ensure the NOP's continuous presence in the CRA's boundaries (the "CRA Area"); and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds for the NOP and NOP Office, is consistent with the CRA's Redevelopment Plan and Chapter 163, Florida Statutes; and

WHEREAS, the CRA and the CITY find that this Agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, specifically those in the CRA Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which both parties hereby confirm and acknowledge, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein.

2. **Obligations of the CRA.**

a) The CRA shall pay the Landlord $100,054.00 ("NOP Office Funding") for costs for architectural, professional design services, and construction of the NOP Office, subject to certain restrictions set forth in the Development Agreement.

b) The CRA hereby assigns its right to use the NOP Office rent-free, as set forth in the Development Agreement, and agrees to execute such documentation as may be necessary to effectuate this assignment.

3. Obligations of the CITY.

a) The CITY shall maintain the NOP Office primarily for use by the NOP, as a neighborhood storefront police station distinct from ordinary police operations, until such time as the CRA is terminated or expires.

b) The NOP shall have a at least one NOP officer available to meet at the NOP Office upon request during their assigned working hours, which may change from time to time.

c) Except for the NOP Office Funding, the CITY shall pay for the construction, furnishing, equipping, maintenance, utilities, and all other fees and costs necessary to construct and use the NOP Office for the NOP.

d) Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with Florida Statutes and the required presence of the NOP Officers at the NOP Office.

4. Relationship to NOP Interlocal Agreement. Nothing in this Agreement shall be deemed to replace, terminate, modify or otherwise affect the NOP Interlocal Agreement, as it may be amended from time to time. However, in the event the NOP Interlocal Agreement is terminated, either party may terminate this Agreement upon 30 days' notice to the other party.

5. Limitation on CRA's Responsibilities. The CRA's responsibilities under this Agreement are limited to providing funding to Landlord as specified in Section 2(a) of this Agreement and executing documentation as described in Section 2(b) of this Agreement.

6. Indemnification. The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including

equipment installation and removal) associated with the CITY's use of the NOP Office or design or construction thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees. 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.

7. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate after upon the termination of the CRA or as otherwise provided for in this Agreement. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. **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 1 year after the termination of the Agreement.

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

10. **Default.** Unless otherwise provided in this Agreement, if either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (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, provided however, the CRA may not be held in default for failure of Landlord to execute documentation or failure of Landlord to respond to requests for the same. 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 signed 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. In addition to the other remedies provided herein, in the event the CITY does not use the NOP Office for the NOP or does not maintain a daily NOP presence in the NOP Office, and fails to cure after the notice of default, the CITY shall pay the CRA $100,054.00; plus interest calculated at a rate of 4% per annum.

11. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. Compliance with Laws. The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

13. 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.

14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

15. Governing Law and Venue. The terms 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 laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

16. No Discrimination. Parties 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.

17. Notice. 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:

a. CITY:

Dan Dugger, City Manager
CITY of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

b. CRA:

Thuy Shutt, Executive Director
Boynton Beach CRA
100 E. Ocean Avenue
4th Floor
Boynton Beach, Florida 33435

c. Copies To:

Michael Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Kathryn Rossmell, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

18. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.

19. **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.

20. **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.
21. **Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
22. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
23. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

[Signatures on following page.]

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the later of the dates set forth below.

ATTEST:

CITY OF BOYNTON BEACH, a Florida municipal corporation

CITY Clerk

By: _____
Ty Penserga, Mayor

Approved as to Form:

Date: 5/9/2023

(SEAL)

Office of the CITY Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Office of the CRA Attorney

By: _____
Ty Penserga, Chair

Date: 5/9/2023

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 10th day of May 2023, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 119 E Martin Luther King Jr. Blvd
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: **Five (5) years** subject and conditioned on the provisions of this lease.

The Lease should begin **July 1, 2023** and end **June 30, 2028.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Total rent payable as follows:

Total Rent EACH year is:
July 1, 2023 – June 30, 2028:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71.00)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation

including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their original condition (subject to improvements and additions remaining at Lessor's option as described

above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee's business (the "Permitted Materials")

provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or project are taken by such condemnation as would substantially and adversely affect the operation and

profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

By: _____

Date: _____

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: MARCH 29, 2023

Witness as to Tenant:

By: Tammy L. Stanzano

Date: May 25, 2023

Tenant Name: **City of Boynton Beach**

By: _____

Date: May 25, 2023

Memo

To: Daniel Dugger, City Manager

From: Stacey R. Weinger, Deputy City Attorney

Date: June 13, 2024

Dept. CRA

Matter # 24-0476

Re: **Wells Landing Apartments LLC dba The Heart of Boynton Shops Unit 8 Business Lease**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The City Manager is authorized to execute these documents in accordance with:

Commission Approval. Resolution No. R23-064

To: **Office of the City Clerk**

Please take the actions indicated below with respect to these documents:

- ☑ Attest to the execution of the Agreement by the City Manager.
- ☑ Insert the date of execution beneath the City Manager's signature (if not already dated).

Expiration Date: May 31, 2029

This version of the Lease replaces the Lease dated May 16, 2023

Please retain one original as a public record and forward a copy of the fully-executed document to:

Bonnie Nicklien, CRA

To: **Bonnie Nicklien, CRA**

Please forward the fully-executed document to the other party. Thank you.

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 24 day of June 2024, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 137 NE 10th Avenue
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: **Five (5) years** subject and conditioned on the provisions of this lease.

The Lease should begin **June 1, 2024** and end **May 31, 2029.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Premises are available to Tenant as of the date of issuance of residential TCO. Total rent is payable as follows:

Total Rent EACH year is:
June 1, 2024 – May 31, 2029:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that

will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their

original condition (subject to improvements and additions remaining at Lessor's option as described above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such

materials that are used in the ordinary course of Lessee's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or

project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

By: _____

Date: 1/26/24

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: 1/26/2024

Witness as to Tenant:

By: _____

Date: 6/24/2024

Tenant Name: **City of Boynton Beach**

By: _____
Daniel Dugger, City Manager

Date: 6/24/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____
Stacey R. Weinger,
Deputy City Attorney

Final Proposal

RS CONSTRUCTION OF DADE, INC.

CGC 040308
7735 NW 146TH STREET, SUITE 306
MIAMI LAKES, FL 33016
305-821-0330

Date: 12/5/24

Proposal For: WORK TO UNIT 108
HOB NOP OFFICE SPACE
137 NE 10th Avenue - Unit 108
Boynton Beach , Florida 33125

Scope of Work	
All Labor & Materials for the Interior Built - Out for Unit #108 according to plans by The Construction & Architecture Group ,Inc, final plans	
Schedule of Value	
Drywall & Drywall Finish	$ 20,500.00
ARMORTEX BULLET- RESISTANCE FIBERGLASS PANELS- ALLOWANCE - NEED LEVEL OF SECURTY &THICKNESS	$ 6,000.00
Acoustical Tile	$ 5,785.00
Insulation	$ 2,200.00
Doors & Hardware	$ 6,900.00
STORE FRONT GLASS DOOR WITH SIDELIGHTS	$ 5,874.00
Painting	$ 2,200.00
Flooring & Tile - AS PER TILE PROPOSAL	$ 6,149.20
FRP PANEL	$ 750.00
Cabinets & Tops AS PER PROPOSAL	$ 5,000.00
HVAC - Mechanical System	$ 18,830.00
Plumbing & Plumbing Fixtures	$ 14,631.00
Fire Sprinklers	$ 4,278.00
Electrical, Main Panels (COPPER SEED)	$ 24,050.00
Light Fixtures	$ 4,800.00
Fire Alarms	$ 4,500.00
Appliances	$ 910.00
Specilaties - Handicap Requirements In Bathrooms	$ 2,375.00
Rough & Final Cleaning	$ 1,000.00
SubTotal	$ 136,732.20
GC FEE - 14 %	$ 19,142.51
TOTAL CONSTRUCTION COST	$ 155,874.71
Intercom System & Camera System By Tenant	
Communication System & Wi-Fi System By Tenant	
This proposal includes all fees, materials, labor, over head & profit until we received the final permit set .	

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING REIMBURSEMENT FOR THE CONSTRUCTION COSTS OF THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA.

THIS AGREEMENT ("Agreement") is made this _day of _____2025, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation, (hereinafter referred to as "City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "BBCRA"). The City and BBCRA may be referred to herein individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the parties entered into an INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA ("NOP Office Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement provides for the construction and use of that certain unit identified in the NOP Office Agreement as Unit #8 as a neighborhood storefront police station for the Neighborhood Officer Policing Program ("NOP Office"); and

WHEREAS, the Agreement provides that the BBCRA will contribute $100,054.00 towards the construction of the NOP Office; and

WHEREAS, the City desires to enhance the NOP Office by including certain elements as part of the buildout of the NOP office; and

WHEREAS, the BBCRA desires to contribute funding to certain enhancements as part of the NOP Office construction; and

WHEREAS, the use of Unit #8 as neighborhood storefront police station is found to be in

furtherance of these goals and principles of the BBCRA 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 NOP Office Agreement (including the Exhibits to the NOP Office Agreement). In the event of a conflict between a definition in this Agreement and a definition in the NOP Office Agreement, the terms in this Agreement shall control. All other terms shall have their ordinary dictionary definitions.
3. **Responsibilities.** The parties agree:
    a. **BBCRA Responsibilities.**
        i. **Tenant Buildout.** Except for the Enhancements (defined below) the BBCRA shall be responsible for contracting for and funding the tenant buildout in accordance with building plans that are mutually agreeable to the Parties. The funding for this responsibility is identified by the line item named “Tenant Buildout” in the NOP Office Buildout Budget attached hereto as Exhibit B, and hereby incorporated herein. Any overages in the cost of the tenant buildout shall be the funding responsibility of the BBCRA.
        ii. **Enhancement Funding.** The BBCRA shall be responsible for reimbursing the City for those certain enhancements specified in Exhibit B in an amount not to exceed the amount identified as “BBCRA Cost” in Exhibit B. For purposes of this Agreement, the term “Enhancement” shall mean each line item in Exhibit B other than the line item labeled “Tenant Buildout.” The cost for individual line items may vary but in no case

shall the BBCRA's obligation to reimburse the City for the Enhancements exceed $48,363.70.

b. **City Responsibilities.** The City shall be responsible for contracting for and funding the Enhancements. Any overages in the cost of the Enhancements shall be the funding responsibility of the City. At present, the City estimates the cost to the City for the enhancements to be $31,977.36.

4. **Reimbursement.** To obtain reimbursement from the BBCRA for the Enhancements, the City shall provide a written request for reimbursement of funds ("Reimbursement Request") to the BBCRA no later than 30 days after payment by the City of funds for which it is seeking reimbursement, and in no case later than 90 days after the NOP Office has received its Certificate of Occupancy.

    a. The request shall include the following information:

        i. The amount of reimbursement requested;

        ii. A statement and evidence that the Enhancements are eligible expenses (as defined below) and are in compliance Florida Statutes.

        iii. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the City for the Enhancements for which the CITY is seeking reimbursement.

    b. Upon receipt of a complete Reimbursement Request from the City that meets the requirements of this Agreement, the BBCRA shall remit funding in the amount requested, consistent with this Agreement, to the City within thirty (30) days of receipt of the Reimbursement Request.

    c. If the City submits a Reimbursement Request that the BBCRA deems incomplete, the BBCRA shall notify the City in writing. The City shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the City fails to provide the documentation required

by the BBCRA within 30 days, the City shall only be eligible for the portion of the Reimbursement Request, if any, that the BBCRA deems complete and eligible. The BBCRA will not reimburse the CITY for any portion of the request the BBCRA deems ineligible for reimbursement.

d. For purposes of this Agreement, "Eligible Expenses" are limited to expenses for the Enhancements that are permitted by Florida law.

5. **Coordination.** The parties shall endeavor to coordinate their respective contractors during construction of the NOP Office for the purpose of promoting efficient and cost-effective buildout of the NOP Office.

6. **Relationship to the NOP Office Agreement.** The Parties agree that nothing herein shall alter the terms of the NOP Office Agreement, as it may be amended from time to time, and that the sole purpose of this Agreement shall be to coordinate funding for the construction of the NOP Office.

7. **Notice and Contact.** All notices and requests concerning this Agreement shall be delivered via email to the Executive Director of the BBCRA (or his or her designee), or the City Manager (or his or her designee), 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

8. **Term.** This Agreement shall become valid and commence upon execution by the last party to this Agreement ("Effective Date"). This Agreement shall be in effect from the Effective Date and unless earlier terminated pursuant to the terms of this Agreement, shall automatically terminate upon the final reimbursement required by this agreement or 120 days after the NOP Office has received its Certificate of Occupancy, whichever is earlier.
9. **Public Records.** The City and the BBCRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least one year after the termination of the Agreement.
10. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes
11. **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.
12. **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 a contractor pursuant to the applicable contract for such contractor services.

13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
20. **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.
21. **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.

[SIGNATURES ON FOLLOWING PAGE]

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

Boynton Beach Community Redevelopment Agency

ATTEST:_____ By: _____

Print Name:_____

Title:_____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
BBCRA Attorney

City of Boynton Beach, Florida

ATTEST:_____ By: _____

Print Name: _____

Title: _____

Date:_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
City Attorney

EXHIBIT A

RESOLUTION NO. R23-064

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE USE OF UNIT 8 AT THE HEART OF BOYNTON SHOPS FOR THE NEIGHBORHOOD OFFICER POLICING (NOP) PROGRAM AND THE ASSOCIATED LEASE AGREEMENT WITH WELLS LANDING APARTMENTS, LLC FOR UNIT 8; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the October 12, 2021, CRA Board meeting, the Board approved the relocation of the Neighborhood Officer Policing (NOP) Program office from the Ocean Breeze East Apartments to the E. MLK Jr. Boulevard Commercial portion of the mixed-use project; and

WHEREAS, as defined in the Development Agreement approved by the CRA, Unit 8 is a 1,055 square foot rent-free space dedicated to the CRA's NOP Program and per section 5.b.ii of the Agreement, the Neighborhood Officer Program Office ("NOP Office") shall be completed and in move-in ready condition within 18 months of the February 8, 2022 effective date (or August 8, 2023); and

WHEREAS, once the build-out is complete, the NOP will lease the space from CMC since the lease term will survive the CRA sunset in 2044; and

WHEREAS, an Interlocal Agreement is required to allow the City to lease the rent- free space from CMC for the NOP Program and the CRA to reimburse CMC for the buildout of the NOP Office; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the proper City officials to execute an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the Use of Unit 8 at The Heart of Boynton Shops for the Neighborhood Officer Policing (NOP) Program and the associated Lease Agreement with Wells Landing Apartments, LLC for Unit 8. A copy of the Interlocal Agreement is attached hereto and made a part here as Exhibit "A" and a copy of the Lease is attached hereto and made a part hereof as Exhibit "B".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 16th day of May, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley		✓

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROVIDING THE NEIGHBORHOOD OFFICER POLICING PROGRAM LOCATION LOCATED WITHIN THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AREA.

THIS AGREEMENT ("Agreement") is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

WITNESSETH:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Community Redevelopment Area ("CRA Area") as described in the Plan; and

WHEREAS, pursuant to Sections 163.340, 160.345, and 163.370, *Florida Statutes*, the CRA is empowered to develop and implement community policing innovations, which includes increasing the visible presence of police in the community through citizen contract patrol, neighborhood storefront police stations, and other means;

WHEREAS, the CRA has established, in conjunction with the City, a community policing innovation known as the Neighborhood Officer Policing Program ("NOP") pursuant to a separate interlocal agreement ("NOP Interlocal Agreement"); and

WHEREAS, the CITY has approved and hereby reaffirms support for the NOP; and

WHEREAS, in order to provide a neighborhood storefront police station, the CRA included as part of a separate Development Agreement ("Development Agreement"), attached hereto as Exhibit A, with Wells Landing Apartments, LLC ("Landlord"), limited funding for a development of a NOP office as further described as "Unit #8" or "Unit 8" in the Development Agreement ("NOP Office"), and a requirement that the NOP Office be provided for use by the NOP rent-free as further described in the Development Agreement; and

WHEREAS, for purposes of this Agreement the term "Development Agreement" shall mean the Development Agreement as it has been and may be amended from time to time; and

WHEREAS, the NOP officers are employed by the City and the NOP is operated by the CITY with financial support from the CRA pursuant to a separate interlocal agreement between the City and CRA; and

WHEREAS, the CRA and City have determined that both parties will benefit if the City and Landlord enter into a separate lease for the NOP Office ("NOP Office Lease"); and

WHEREAS, concurrent with the execution of this Agreement, the CRA and Landlord are entering into a Second Amendment to Development Agreement to permit the CRA to assign certain rights under the Development Agreement to the City; and

WHEREAS, although the NOP Office Lease will be between the City and the CRA, the CRA desires to provide the funding described in the Development Agreement to ensure the presence of a neighborhood storefront police station;

WHEREAS, the parties desire to ensure the NOP Office Lease remains rent-free to the City for use by the NOP; and

WHEREAS, the CRA and City desire to ensure the NOP's continuous presence in the CRA's boundaries (the "CRA Area"); and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds for the NOP and NOP Office, is consistent with the CRA's Redevelopment Plan and Chapter 163, Florida Statutes; and

WHEREAS, the CRA and the CITY find that this Agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, specifically those in the CRA Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which both parties hereby confirm and acknowledge, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein.

2. **Obligations of the CRA.**

a) The CRA shall pay the Landlord $100,054.00 ("NOP Office Funding") for costs for architectural, professional design services, and construction of the NOP Office, subject to certain restrictions set forth in the Development Agreement.

b) The CRA hereby assigns its right to use the NOP Office rent-free, as set forth in the Development Agreement, and agrees to execute such documentation as may be necessary to effectuate this assignment.

3. Obligations of the CITY.

a) The CITY shall maintain the NOP Office primarily for use by the NOP, as a neighborhood storefront police station distinct from ordinary police operations, until such time as the CRA is terminated or expires.

b) The NOP shall have a at least one NOP officer available to meet at the NOP Office upon request during their assigned working hours, which may change from time to time.

c) Except for the NOP Office Funding, the CITY shall pay for the construction, furnishing, equipping, maintenance, utilities, and all other fees and costs necessary to construct and use the NOP Office for the NOP.

d) Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with Florida Statutes and the required presence of the NOP Officers at the NOP Office.

4. Relationship to NOP Interlocal Agreement. Nothing in this Agreement shall be deemed to replace, terminate, modify or otherwise affect the NOP Interlocal Agreement, as it may be amended from time to time. However, in the event the NOP Interlocal Agreement is terminated, either party may terminate this Agreement upon 30 days' notice to the other party.

5. Limitation on CRA's Responsibilities. The CRA's responsibilities under this Agreement are limited to providing funding to Landlord as specified in Section 2(a) of this Agreement and executing documentation as described in Section 2(b) of this Agreement.

6. Indemnification. The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including

equipment installation and removal) associated with the CITY's use of the NOP Office or design or construction thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees. 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.

7. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate after upon the termination of the CRA or as otherwise provided for in this Agreement. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. **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 1 year after the termination of the Agreement.

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

10. **Default.** Unless otherwise provided in this Agreement, if either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (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, provided however, the CRA may not be held in default for failure of Landlord to execute documentation or failure of Landlord to respond to requests for the same. 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 signed 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. In addition to the other remedies provided herein, in the event the CITY does not use the NOP Office for the NOP or does not maintain a daily NOP presence in the NOP Office, and fails to cure after the notice of default, the CITY shall pay the CRA $100,054.00; plus interest calculated at a rate of 4% per annum.

11. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. Compliance with Laws. The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

13. 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.

14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

15. Governing Law and Venue. The terms 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 laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

16. No Discrimination. Parties 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.

17. Notice. 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:

a. CITY:

Dan Dugger, City Manager
CITY of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

b. CRA:

Thuy Shutt, Executive Director
Boynton Beach CRA
100 E. Ocean Avenue
4th Floor
Boynton Beach, Florida 33435

c. Copies To:

Michael Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Kathryn Rossmell, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

18. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.

19. **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.

20. **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.
21. **Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
22. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
23. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

[Signatures on following page.]

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the later of the dates set forth below.

ATTEST:

CITY OF BOYNTON BEACH, a Florida municipal corporation

CITY Clerk

By: _____
Ty Penserga, Mayor

Approved as to Form:

Date: 5/9/2023

(SEAL)

Office of the CITY Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Office of the CRA Attorney

By: _____
Ty Penserga, Chair

Date: 5/9/2023

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 10th day of May 2023, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 119 E Martin Luther King Jr. Blvd
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: **Five (5) years** subject and conditioned on the provisions of this lease.

The Lease should begin **July 1, 2023** and end **June 30, 2028.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Total rent payable as follows:

Total Rent EACH year is:
July 1, 2023 – June 30, 2028:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71.00)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation

including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

17. SURRENDER PREMISES. Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order, and repair as they are at the commencement of said term and to return said premises in broom-swept clean and tenantable condition. Tenant shall not be permitted any holdover status upon termination or cancellation of this Lease.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

19. RETURN OF PREMISES. At the termination of this Lease, the premises shall be restored to their original condition (subject to improvements and additions remaining at Lessor's option as described

above) and returned to the Lessor in broom-clean condition.

20. UTILITIES. The Tenant will be responsible for making arrangements with the utility company and the phone company for any electricity or phone service and this Lease will begin on the date indicated, whether or not the Tenant has been able to successfully arrange for such services.

21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

22. TRASH REMOVED. Tenant shall provide for suitable containers for the collection of trash and other waste. Tenant shall secure the removal of the trash and waste at regular and periodic intervals so as to prevent the accumulation of trash in such a manner as to become a nuisance or health hazard. In the event the Tenant permits trash or waste to accumulate in an unsightly fashion, Landlord shall be authorized to remove same at Tenant's expense.

23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee's business (the "Permitted Materials")

provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or project are taken by such condemnation as would substantially and adversely affect the operation and

profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: _____

By: _____

Date: MARCH 29, 2023

Witness as to Tenant:

By: Tammy L. Stanzano

Date: May 25, 2023

Tenant Name: **City of Boynton Beach**

By: _____

Date: May 25, 2023

Memo

To: Daniel Dugger, City Manager

From: Stacey R. Weinger, Deputy City Attorney

Date: June 13, 2024

Dept. CRA

Matter # 24-0476

Re: **Wells Landing Apartments LLC dba The Heart of Boynton Shops Unit 8 Business Lease**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The City Manager is authorized to execute these documents in accordance with:

Commission Approval. Resolution No. R23-064

To: **Office of the City Clerk**

Please take the actions indicated below with respect to these documents:

- ☑ Attest to the execution of the Agreement by the City Manager.
- ☑ Insert the date of execution beneath the City Manager's signature (if not already dated).

Expiration Date: May 31, 2029

This version of the Lease replaces the Lease dated May 16, 2023

Please retain one original as a public record and forward a copy of the fully-executed document to:

Bonnie Nicklien, CRA

To: **Bonnie Nicklien, CRA**

Please forward the fully-executed document to the other party. Thank you.

BUSINESS LEASE

This AGREEMENT of Lease (this "Lease"), is entered into this 24 day of June 2024, between **Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops** (hereinafter called the "Lessor" or the "Landlord"), and **The City of Boynton Beach** (hereinafter called the "Lessee" or "Tenant"). WITNESSETH, that the said Lessor does this day Lease unto said Lessee and said Lessee does hereby hire and take as Tenant approximately:

Square feet of Commercial Space: 1,055 square feet
Location: 137 NE 10th Avenue
Suite 108
Boynton Beach, FL 33435

Accepted Use: Used and occupied by the Lessee as a **Neighborhood Officer Program ("NOP") Office** and for no other purposes or uses whatsoever.

Lease Term: **Five (5) years** subject and conditioned on the provisions of this lease.

The Lease should begin **June 1, 2024** and end **May 31, 2029.** Due to the construction of the retail space, dates may need to be adjusted. Tenant may automatically renew this lease for successive five (5) year periods upon written notice to the Landlord. Tenant agrees and understands that the move-in date is only an approximate date. Premises are available to Tenant as of the date of issuance of residential TCO. Total rent is payable as follows:

Total Rent EACH year is:
June 1, 2024 – May 31, 2029:

Annual Base Rent: $0.00
Monthly Base Rent: Zero Dollars and 0 Cents **($0.00)**
Monthly Sales Tax: Zero Dollars and 0 Cents **($0.00)**
Monthly CAM Fee: Not to exceed **($96.71)**
Monthly Total: Zero Dollars and 0 cents **($0.00).**

In no case shall the total rent described above, plus any additional rent described herein, exceed an amount equal to 0.00 dollars ($0.00) per square foot.

Acceptance of Premises: Tenant accepts premises in "As Is" & "Where Is" condition. Tenant shall be responsible for all expenses associated with the direct operation of the Premises, including but not limited to, electric, water, cleaning, and all utility expenses. **Tenant shall be fully responsible for obtaining a Certificate of Occupancy, Certificate of Use, and Business Tax Receipt from City of Boynton Beach and Palm Beach County, as applicable within One Hundred and Twenty (120) days of issuance of a Temporary Certificate of Occupancy for the residential portion of the building.** Tenant is responsible for complying with all applicable laws, codes, rules and regulations, including but not limited to county/state/federal fire regulations. Tenant's failure to comply with the requirements of this paragraph shall be considered a breach of this Lease. Tenant is also responsible for any fees acquired due to the violations.

Construction Assistance: Tenant shall receive financial assistance from the Boynton Beach CRA and/or the Landlord subject to the terms and conditions of an interlocal agreement.

Rules and Regulations governing the use of the property including common areas:
In addition to the terms set forth herein, Tenant understands and agrees to comply with certain rules that

will be set forth by Landlord to assure safety, sanitation, code compliance, uniformity and cooperation including matters such as: Parking, signage, trash removal, storage of personal property, loitering

Tenant Responsibilities: Except as noted above, Tenant shall be responsible for all improvements and alterations to the interior. Tenant shall obtain all necessary permits and licenses to conduct work. Tenant agrees to pay for the all of the design and construction of build-out including but not limited to electrical, mechanical, plumbing, structural, building, fire and all other trades as applicable to current building codes. Tenant further agrees to hold Landlord harmless for all build-out improvements including any fees/fines required for final approvals.

1. ASSIGNMENT. Tenant shall not assign, transfer, sublease, mortgage, pledge or otherwise encumber the demised premises or any part thereof without the express, written consent of Landlord first obtained; provided, however, that Landlord's consent shall not be unreasonably withheld. In the event of any assignment, transfer or sublease by Tenant, Tenant shall remain liable for the full performance of each and every covenant and condition hereunder. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority.

2. TENANT COMPLIANCE. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the premises, and the Tenant shall use all reasonable efforts to fully comply with the Americans with Disability Act. Tenant agrees to pay tenant's pro-rata share of Landlord's capital expenditures required under any governmental law, rule or regulation that was not applicable to the building at the time it was originally constructed. Landlord, to its best knowledge, is currently complaint with all governing codes and regulations.

3. FIRE. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Tenant shall not be liable for rent during the time the premises are rendered untenantable.

4. ABANDONMENT. In the event the Lessee abandons the premises, the Landlord may, at his option, enter the leased premises, by force or otherwise, without being liable in any way. For the purpose of this section, both parties agree that the premises shall have been deemed abandoned and vacated if: (1) the Lessee has not entered the premises for five, consecutive working days, excluding weekends and holidays, and (2) the Lessee has not notified the Lessor, in writing, of its intention to be away from the premises for vacation or other purpose. Delinquent shall be defined as ten (10) days past due.

5. RIGHT OF ENTRY. The Lessor or any of his agents, shall have the right to enter said premises during all reasonable hours with reasonable notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof or of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice 'FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease or to the rules and regulations of the building.

6. ALTERATIONS. Lessee shall make no structural changes, alterations or mechanical improvements whatsoever without first having obtained the written consent of the Lessor which shall not be unreasonably withheld. Any structural improvements and additions to the premises which Lessee might make must comply with such municipal building and zoning code as would be applicable and shall be paid for in cash at time of making thereof, so as not to subject the premises to mechanics lien. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term of this Lease or within thirty (30) days after notice of election is given, whichever is earlier. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

7. INTERIOR. Tenant agrees to keep the interior of said premises, all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, electrical fans, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense--fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the terms of this lease. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant shall maintain and repair the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. Tenant shall enter into a maintenance contract with a licensed mechanical contractor for the maintenance of said air conditioning units, and shall provide Landlord with a copy of said maintenance agreement within thirty (30) days of execution of this lease.

8. CHATTELS. The Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lease, which shall or maybe brought or put on said premises as security for the payment of rent herein reserved and the Lessee agrees that the said lien may be enforced by distressed foreclosure or otherwise at the election of the said Lessor and Lessee agrees to pay collection costs. Except the equipment listed in the attached list and/or under lease and owned by third parties.

9. Without waiving the right to sovereign immunity, the Tenant acknowledges that it is self-insured for commercial general liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In addition, Tenant maintains a third-party commercial general liability insurance in lieu of exclusive reliance on self-insurance, which Tenant shall provide proof of the Certificate of Insurance to Landlord prior to the commencement of the Term.

10. HEIRS AND ASSIGNS. This Lease shall bind the Lessor and its assigns or successors and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Lessee.

11. NOTICE. It is understood and agreed between the parties hereto that written notice by email, certified mail return receipt requested, mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice by email, certified mail return receipt requested, mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

12. WAIVER. The rights of the Lessor under this Lease shall be cumulative and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

13. SIGNS. It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. Tenant shall have the right to install its store sign on the Premises, at its sole cost and expense, in accordance with the code and sign criteria established by the City of Boynton Beach.

14. CHARGES FOR SERVICE. It is understood and agreed between the parties hereto that any charges assessed upon the Tenant by Landlord for services, utilities or for the work done on the premises by order of the Tenant, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent. It is further understood that the Tenant shall, upon demand, pay as additional rent its pro rata share(s) of any sprinkler standby, storm water utility standby, water and/or sewer charges billable to the Landlord for the building(s) of which the demised premises are a part. Landlord represents that, at present, there are no pending charges.

15. BANKRUPTCY. If the Lessee shall become insolvent or if bankruptcy proceedings shall be instituted by or against the Lessee, before the end of this Lease, the Lessor is hereby irrevocably authorized to forthwith cancel this Lease, as for a default.

16. SUBORDINATION. Subject to the provisions of Paragraph 33 below, this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the leased premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event of a foreclosure of any such mortgage or the termination of this Lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such foreclosure or termination, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by Landlord's mortgages or such successor in interest, Tenant shall execute and deliver, on terms and conditions reasonably acceptable to the parties, an instrument or instruments confirming the attornment herein provided for.
Tenant agrees to execute and acknowledge any documents required to effectuate an attornment, subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section, said appointment to be a power during the term of this Lease coupled with an interest and irrevocable.

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18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee. The Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents or employees or by reason of the breakage, leakage, obstruction of the water, sewer or soil pipes in or about the said building.

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21. PARKING. Motor vehicles shall be parked in the area directly in front of the leased bay and not in front of the neighboring bays. Tenant appoints Landlord as its attorney-in-fact to remove all vehicles which are improperly parked. Disabled, abandoned or improperly registered vehicles shall not be permitted to remain on the parking area for a period longer than 48 hours. Tenant to have the use of all the parking spaces in front of leased premises.

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23. NO OUTSIDE STORAGE. Tenant shall confine all of its activities to the interior portion of the demised premises and shall not conduct activities or store materials in the areas adjacent to the demised premises. The parking area shall be used for parking by employees or visitors only. Tenant shall keep the parking area outside its premises free of any waste, trash, or any other debris. No materials, equipment or any items related to the Tenant's business may be stored outside the premises overnight, with the exception of commercial trash containers. No pallets, cardboard boxes or any other material shall be stored outside at any time. No chemicals, flammable items, toxic substances, petroleum products or other contaminants shall be allowed in the property at any time.

24. ABANDONED PROPERTY. It is understood and agreed that any merchandise, fixtures, furniture or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord is authorized to sell, dispose of or destroy same.

25. ESTOPPEL CERTIFICATE. Tenant, upon request of Landlord or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Landlord or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and existing and in full force, effect that Landlord is not in default under any of the terms of this Lease and such other matters as may be required by Landlord or such mortgagee. Tenant further agrees to pay to Landlord, as additional rent, an amount equal to 1/30 of one month's rent at the monthly rental then obtaining, for each day, if any, in excess often (10) days after such demand that Tenant shall fail to deliver such a certificate as provided for in this clause.

26. HAZARDOUS SUBSTANCES - GENERAL. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasigovernmental authority relating to pollution or protection of the environment. Lessee hereby agrees that (i) no activity will be conducted on the premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Lessee's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such

materials that are used in the ordinary course of Lessee's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Lessor; Lessee shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought into the premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessor or Lessor's representative shall have the right but not the obligation to enter the premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Lessor's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Lessee shall immediately take such corrective action as requested by Lessor. Should Lessee fail to take such corrective action within 24 hours, Lessor shall have the right to perform such work and Lessee shall promptly reimburse Lessor for any and all costs associated with said work. If at any time during or after the term of the Lease, the premises is found to be so contaminated or subject to said conditions, Lessee shall diligently institute proper and thorough cleanup procedures at Lessee's sole cost, and Lessee agrees to indemnify and hold Lessor harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Lessee. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

27. LANDLORD'S LIABILITY. The liability of the Landlord (which, for the purposes of this Lease, shall include the Owner of the building if other than the Landlord) to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the building, and the Tenant agrees to look solely to the Landlords interest in the building for the recovery of any judgment.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. ATTORNEY'S FEES. If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and all costs and expense incurred by it in connection with said litigation including available appeals thereof.

30. WAIVER OF TRIAL BY JURY. Tenant and Landlord hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based thereon, or arising out of, under or in connection with this instrument and any agreement contemplated to be executed in conjunction herewith or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for the Landlord leasing the premises to the Tenant.

31. CONDEMNATION. If any portion of the leased premises or the project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation'), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the premises or

project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Tenant's business conducted from the premises, and said taking lasts for ninety (90) days or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than ninety (90) days, Tenant's rent shall be abated during said period but Tenant shall not have the right to terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the premises remaining, except that the rent shall be reduced to the proportion that the usable floor area of the leased premises taken bears to the total usable floor area of the project. Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the premises or the project. Any award for the taking of all or any part of the premises or the project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures and removable personal property and any award available for the relocation of Tenant's business. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the project, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the project caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Except as set forth in this Section, Landlord shall have no liability to Tenant for interruption of Tenant's business upon the premises, diminution of Tenant's ability to use the premises, or other injury or damage sustained by Tenant as a result of such condemnation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written. Signed, sealed and delivered in the presence of:

Witness as to Landlord:

By: _____

Date: 1/26/24

Landlord: Wells Landing Apartments LLC d/b/a The Heart of Boynton Shops by Lewis Swezy, Manager of Manager

By: _____

Date: 1/26/2024

Witness as to Tenant:

By: _____

Date: 6/24/2024

Tenant Name: **City of Boynton Beach**

By: _____
Daniel Dugger, City Manager

Date: 6/24/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____
Stacey R. Weinger,
Deputy City Attorney

EXHIBIT B

NOP Office Buildout Budget

Name	Model	Unit Price	Units	Extended Price	BBCRA	BBPD	BBCRA Cost	BBPD Cost
Tenant Buildout		$155,874.71	1	$155,874.71	1		$155,874.71	$0.00
Ext. Camera	6.0c-h5a-dp1-IR	$1,034.43	2	$2,068.86	1		$2,068.86	$0.00
Int. Camera	12w-h5a-fe-do1-IR	$951.74	2	$1,903.48		1	$0.00	$1,903.48
NVR	NVR4x-std-24tb-s16-na	$11,929.63	1	$11,929.63	1		$11,929.63	$0.00
Ext. Camera Mount	acc7-ent-h4a-mt-wall1	$60.40	2	$120.80	1		$120.80	$0.00
Life Safety Power (Doors/Readers)*	ac-lsp-8dr-mer-lck	$678.69	1	$678.69	1	0	$678.69	$0.00
Intelligent Controller (Doors and readers)*	ac-mer-cont-lp1502	$1,059.18	1	$1,059.18	0	1	$0.00	$1,059.18
Reader interface (Doors and readers)*	ac-mer-con-mr52-s3b	$583.24	1	$583.24	0	1	$0.00	$583.24
Network Comm Module remote (Fire)	ac-lsp-nl4	$325.36	1	$325.36	1		$325.36	$0.00
Card Reader	AC-HID-READER-SIGNO .	$565.65	4	$2,262.60		1	$0.00	$2,262.60
28 port switch	CBS350-24FP-4G-NA	$1,604.68	1	$1,604.68	1		$1,604.68	$0.00
Master Tech (labor)	Master Tech (GSA)	$110.83	160	$17,732.80	1		$17,732.80	$0.00
System Design Engineer (labor)	System Design Engineer(	$110.83	16	$1,773.28	1		$1,773.28	$0.00
Project Manager (labor)	Project manager (GSA)	$110.83	34	$3,768.22	1		$3,768.22	$0.00
Alarm Service 1-yr (Operating)	Miscellaneous	$3,987.43	1	$3,987.43	1		$3,987.43	$0.00
Door Access control pre-build	Miscellaneous	$879.34	4	$3,517.36		1	$0.00	$3,517.36
Rack and Battery backup	Miscellaneous	$1,982.45	1	$1,982.45	1		$1,982.45	$0.00
Labor Camera/Reader/Programming/Wiring	Miscellaneous	$4,783.00	1	$4,783.00	0.5	0.5	$2,391.50	$2,391.50
Furniture, Fixtures, and Equipment	Miscellaneous	$20,260.00	1	$20,260.00	0	1	0	$20,260.00
					Total		**$204,238.41**	**$31,977.36**

Final Proposal

RS CONSTRUCTION OF DADE, INC.

Date: 12/5/24

CGC 040308
7735 NW 146TH STREET, SUITE 306
MIAMI LAKES, FL 33016
305-821-0330

Proposal For: WORK TO UNIT 108
HOB NOP OFFICE SPACE
137 NE 10th Avenue - Unit 108
Boynton Beach , Florida 33125

Scope of Work	
All Labor & Materials for the Interior Built - Out for Unit #108 according to plans by The Construction & Architecture Group ,Inc, final plans	
Schedule of Value	
Drywall & Drywall Finish	$ 20,500.00
ARMORTEX BULLET- RESISTANCE FIBERGLASS PANELS- ALLOWANCE - NEED LEVEL OF SECURTY &THICKNESS	$ 6,000.00
Acoustical Tile	$ 5,785.00
Insulation	$ 2,200.00
Doors & Hardware	$ 6,900.00
STORE FRONT GLASS DOOR WITH SIDELIGHTS	$ 5,874.00
Painting	$ 2,200.00
Flooring & Tile - AS PER TILE PROPOSAL	$ 6,149.20
FRP PANEL	$ 750.00
Cabinets & Tops AS PER PROPOSAL	$ 5,000.00
HVAC - Mechanical System	$ 18,830.00
Plumbing & Plumbing Fixtures	$ 14,631.00
Fire Sprinklers	$ 4,278.00
Electrical, Main Panels (COPPER SEED)	$ 24,050.00
Light Fixtures	$ 4,800.00
Fire Alarms	$ 4,500.00
Appliances	$ 910.00
Specilaties - Handicap Requirements In Bathrooms	$ 2,375.00
Rough & Final Cleaning	$ 1,000.00
SubTotal	$ 136,732.20
GC FEE - 14 %	$ 19,142.51
TOTAL CONSTRUCTION COST	$ 155,874.71
Intercom System & Camera System By Tenant	
Communication System & Wi-Fi System By Tenant	
This proposal includes all fees, materials, labor, over head & profit until we received the final permit set .	

CRA FY 2024 BUDGET SUPPORTING DOCUMENTS

CRA SECURITY & ACCESS CONTROL ESTIMATE FY2024.

Estimate

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	GSA Contract #			
6.0C-H5A-DP1-IR	6.0 MP WDR; LightCatcher; Day/Night; Pendant Dome; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	4	1,034.43	4,137.72
12.0W-H5A-FE-DO1-IR	12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	2	951.74	1,903.48
NVR4X-STD-24TB-S16-NA	NVR4X Standard 24TB 2U Rack Mnt; Windows Server 2016; NA	1	11,929.63	11,929.63
ACC7-ENT	ACC 7 Enterprise camera channel	6	232.75	1,396.50
H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	4	60.40	241.60

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON–MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws and a 150 watt 12V/4A and 24V/4A power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) outputs (D8P Board) delivering a regulated independent power connection to each Mercury board and eight fused output (C8 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); form 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery space for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 20" x 24" x 6.5" with door lock and two (2) keys. Weight 25 lb.(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	1	678.69	678.69

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BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
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Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)		1,059.18	1,059.18
AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	1	583.24	583.24
AC-LSP-NL4	The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	1	325.36	325.36
AC-HID-READER-SIGNO...	AC-HID-READER-SIGNO-40KNKS-00-000000 Signo40K, Wall mount w/Keypad, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	4	565.65	2,262.60
CBS350-24FP-4G-NA	28-port Gigabit Managed Switch (24 PoE+ budget 370W; 4 Gigabit SFP) - NA	1	1,604.68	1,604.68
Master Tech (GSA)	Master Technician (GSA)	160	110.83	17,732.80
System Design Engineer(G...	System Design Engineer (GSA)	16	110.83	1,773.28
Project manager (GSA)	Project manager (GSA)	34	110.83	3,768.22

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

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BROADCAST SYSTEMS
290 SW 12th Ave., Suite 1
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Estimate

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3/27/2023	5347

Estimate Valid For:
30 DAYS

Name / Address

City of Boynton Beach
Financial Services Department
PO Box 310
Boynton Beach, FL 33425-0310

Project Site

119 E. Martin Luther King Blv
Boynton Beach, Florida

Item	Description	Qty	Rate	Total
	Open Market Items			
Miscellaneous	Alarm system with 1 year of service included	1	3,987.43	3,987.43
Miscellaneous	door access control pre-build	4	879.34	3,517.36
Miscellaneous	Rack and battery backup	1	1,982.45	1,982.45
Miscellaneous	Wire and other instalation materials.	1	4,783.00	4,783.00
	SOW; Labor to install 4 cameras on the exterior and 2 cameras on the interior. Labor install 4 doors of access control. Techs will install all locking mechanism and readers. Labor to program the doors in the system and back-haul data to PD via City it programing. labor with wire to the 5 desk locations with 2 CAT6 cables. Labor to wire to the printer. Labor to wire 2 data drops in the conference room. labor to wire 2 wireless AP locations. Labor to install a bugler alarm with 4 door sensors, 2 tritech sensors. Labor to install rack, battery backup, and other related items.			

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Subtotal	$63,667.22
Sales Tax (0.0%)	$0.00
Total	$63,667.22

Phone #	E-mail	
(561) 578-4964	admin@broadcastsystemsinc.com	Follow us on Instagram Broadcast_Systems

CRA BUDGET FY 2024
FURNITURE ESTIMATE

Burdelski, Steven

From: Slocombe, Anderson
Sent: Tuesday, March 28, 2023 11:57 AM
To: Burdelski, Steven
Subject: BB PD Office at MLK Blvd.
Attachments: SKM_C55823032811320.pdf

Captain,
Please see the attached proposed sketch for furniture layout and note the following:

1. I show a multi-person work desk/ station (4) with a pedestal (see image shown below – note the image is for a 3 person set-up. Privacy panels can be added between stations if desired.
2. Please note that additional stations can be added to the space -is needed.

With regards to a budget for furniture at the above referenced offices please note the following:

1.	4	work stations w/ pedestals	$ 5,400.00
2.	4	task chairs	$ 1,600.00
3.	1	Conference Table (4x8)	$ 900.00
4.	8	conference chairs	$ 4,000.00
5.	4	Lobby chairs	$ 1,200.00
6.	2	Small tables	$ 500.00
7.	2	Storage cabinets	$ 1,200.00
		Sub-total	$14,800.00
		Contingency (20%)	$ 2,960.00
		Delivery/ install (allowance)	$ 2,500.00
		Total	**$20,260.00**

I think that $20k would be a good number to be used for a budget. We can always shop around for less expensive furniture.

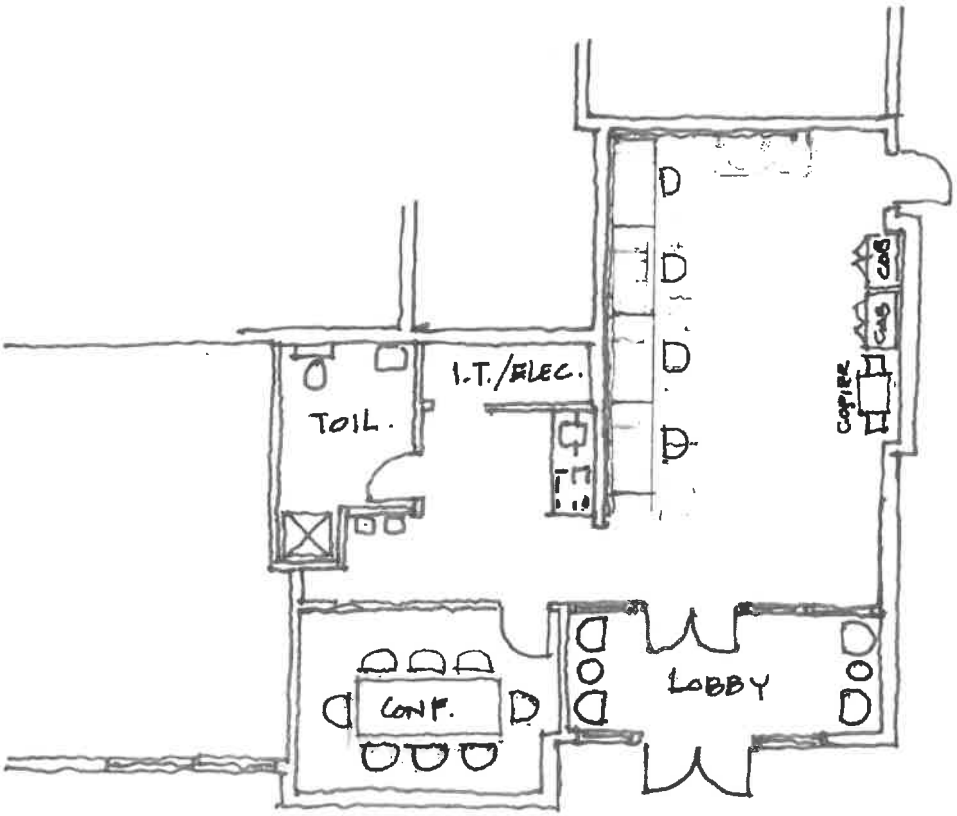
Hope this helps.

Thanks!



Anderson Slocombe
Temporary Employee
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6985
SlocombeA@bbfl.us | boynton-beach.org/
Follow us on

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.



PROPOSED FURNITURE PLAN

BO PD OFFICE
@ NLK BLVD.

3/20/23

FY 2024 CRA OFFICE ESTIMATES

Project
CRA Police Office

Scope of Work (SOW): Procurement, Installation and Configuration of IT Equipment for CRA office located at 119 E Martin King Blvd, Suite 108.
Note: The below are preliminary estimates.

Stakeholder Requirements:

Security System visible at PD – at least four exterior cameras and 2 interior cameras
Alarm for the space
Access control pads for the front and side doors
4 laptop docking stations & four monitors
High speed Printer and copier combination that is WIFI enabled (this can be a desk top version)
Low voltage entry door panels for two doors that will work with our access cards

Equipment	Vendor	Total	Notes
Security & Access Control Equipment	Broadcast Systems	$ 65,000.00	Includes Alarm, Camera, Access Control and Installation
Network Equipment	StepCG	$ 20,000.00	Access Point, Switch, Router, and Professional Services
Internet Services	Comcast	$ 2,000.00	Cost for 1 year of service. Contract Terms are for 3 years.
Laptop Docking Station	GovDirect	$ 1,600.00	Panasonic Docking Station for FZ-55 model
Monitors	Dell	$ 1,000.00	4 x 24in Monitors
Printer/Copier	Konica	$ 500.00	Leased Copier - 500 per year (4 year term)

Total Cost - Year 1	**$ 90,100.00**	
Recurring Cost	**$ 3,400.00**	Internet Costs, Copier Lease, Security Services per year.

US/EN
Back

Welcome to savings on powerful tech, now up to $500 off. Questions? Call 877-ASK-DELL or Click to Chat (//www.dell.com/en-us/lp/contact-us)

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Enter Coupon | Apply Coupon

Chat with an agent (//www.dell.com/en-us/lp/chat-live-with-product-expert) for additional help.

Estimated Total (4 Items): $192.56

Get up to 12 months special financing with min. purchase^ plus Dell Rewards.*

Learn more (https://www.dell.com/en-us/lp/dell-financing-details) | Apply now (//www.dell.com/financing/comm/dpamarcom?s=dhs&l=en&cs=19&c=us&ptype=dpa&dfsref=tco-all-all-app-stk-gen-nda&cli=stp&apptype=dual&returnurl=https%3A%2F%2Fwww.dell.com%2Fen-us%2Fcart)

Item		Quantity	Price
	Dell Pro Wireless Keyboard and Mouse – KM5221W Save for later |	4 Remove	$239.96
	▶ View full specs		
	▶ Show savings		- $60.00
	Item Total:		**$179.96**
	FREE delivery by Friday, Mar 31 if ordered by 2 PM CT.		

▼ Get the Best Deal at Dell with Financing^ ()

- Get up to **12 months special financing** with min. purchase^ ()
- **3% back** in Dell Rewards* ().
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Personal Financing

Get low monthly payments and access to special financing offers^

Apply

Learn more (https://www.dell.com/en-us/lp/dell-financing-details)

Business Financing

Access to large IT-dedicated lines of credit^

Apply

Learn more (https://www.dell.com/en-us/lp/dell-financing-details)

▶ Dell Rewards

Subtotal (4 Items)	$179.96
Shipping	Free
Estimated Tax ⓘ Change	$12.60
Estimated Total	**$192.56**

Get it by () Mon, Apr 03, 2023

Get up to 12 months special financing with min. purchase^ plus Dell Rewards.*

WELLS LANDING

Date : 2/17/2023

Unit #8

SCOPE OF WORK :

1. Handicap Bathroom	6' x 6" Bathroom with all handicap requirements	
2.Kitchenette	6 Linear ft ft of cabinet Top & Bottom with sink	
3.Acoustical Ceiling	2"X4" Acostical Tile & Grids - Fire Rated	
4.Drywall Per Layout	Conference Room & Lobby	
5. Doors & Hardware	All Doors & trim including baseboards,hardware	
6.Flooring	Ceramic Tile	
7.Complete Paint	Paint All Walls & Finish Carpentry	
8.Fire Sprinkler System per code	Complete Sprinkler System Based on Code Requirments	
9.Insulation	All Wall Insualtion required for sound & heat	
10. Plumbing per code	All Plumbing System including drainage ,water pipe & fixtures	
11.Plumbing - Water Meter	Submeter for water	
12.HVAC Mechanical per code	Complete A.C. System Including 2 ton Unit & Ductwork	
13.Electrical - per code	Complete Electrical System including Fire Alarm,Panels & Wiring	
14. Light Fixtures	Light Fixtures - Lay-In florescent,smoke dectors,exit signs	
15. Rough & Final Cleaning	Two Cleaning -Rough & Final	
16. Laminate Glass Wall	Glass Wall	
17 Reinforced Ballistic Wall	Ballistic Wall	

PRELIMANARY ESTIMATE

Cost Code	ITEM	SUBCONTRACTOR	Total Cost
0100-025	Cleaning	RMV CLEANING	$ 800.00
0600-030	Cabinets - BATH & Kitchen	Ashmandy Kitchen Cabinets	$ 1,645.00
0700-015	Insulation	LEED Insulation	$ 1,775.00
0800-003	Doors & Hardware/Millwork	Complete Door & Trim	$ 1,500.00
0900-010	Drywall & Acoustics	Hurricane Drywall	$ 8,950.00
0900-015	Acoustical Ceiling	Bergola	$ 6,420.00
0900-030	Flooring	General Property Construction	$ 6,745.00
0900-045	Painting	A.L. Waterproofing & Paint	$ 2,750.00
1000-001	Laminate Glass Wall & Doors	Alfa Glass	$ 5,874.00
1000-004	Reinforced Ballistic Wall	Hurricane Drywall	$ 7,898.00
1000-001	Bathroom Accessories	Complete Door & Trim	$ 585.00
1500-005	Fire Sprinkler System	Sprinklermatic	$ 4,278.00
1500-020	Plumbing	Ridgeway Plumbing	$ 8,750.00
1500-045	Plumbing - Water Meter	IUSA	$ 425.00
1500-030	HVAC Mechanical	Best Air Conditioning	$ 11,750.00
1600-005	Electrical & Fire Alarm	Becai Electric	$ 14,785.00
1600-025	Light Fixtures	Becai Electric	$ 1,987.00
	SUB TOTAL		$ 86,917.00
	General Contractors Fee (14%)		$ 12,168.38
	GRAND TOTALS		$ 99,085.38

NOTE :

FINAL ESTIMATE UPON FINAL DRAWING &
& SCOPE OF WORK .
THE COST OF CONSTRUCTION MATERIAL & LABOR
CONITINUES TO INCREASE EVERY MONTH

DRAFT

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « in the year «2025 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »« » Boynton Beach Community Redevelopment Agency
« » 100 E. Ocean Avenue
« »4th Floor
« »Boynton Beach, FL 33435

and the Contractor:
(Name, legal status, address and other information)

« »« » R.S. Construction of Dade, Inc »« »
«7735 NW 146 Street Suite 306
« Miami Lakes, FL 33016
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »«Heart of Boynton Shops
NOP Office
137 N.E. 10th Ave Unit 108 »
« Boynton Beach, FL 33435»
« »

« »
« »

The Architect:
(Name, legal status, address and other information)

« »« »«AW Architects »« »
«7700 Congress Ave Suite 114 »
« Boca Raton, FL 33487 »
« »

« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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DRAFT

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated «12/12/23 », and enumerated as follows:

Drawings:

Number	Title	Date
As per Approved Plans		

Specifications:

Section	Title	Pages
As per Approved Plans		

.3 addenda prepared by the Architect as follows:

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

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.5 other documents, if any, identified as follows:

« Engineering Plans by Kamm Consultants Inc. »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

« Date of Commencement shall be Two Weeks from the effective date

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« X»] Not later than « Ninety » (« 90) calendar days from the date of commencement.

[« »] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » ($ « One Hundred Fifty-Five Thousand Eight Hundred and Seventy Four Dollars and 71 Cents»)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
See Schedule of Values attached as per Final Proposal	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

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ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

« » Payments shall reflect percentage of completion of the Scope of Work as reflected in approved form AIA G702/G703. Retainage shall be 5%. Contractor Profit, Overhead and General Requirements shall not exceed 14%. Applications for Payment shall not be submitted more than once every 30 days.»

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « One Million Dollars » ($ 1,000,000.00 « ») each occurrence, « Six Million Dollars » ($ «6,000,000.00 ») general aggregate, and « Two Million Dollars » ($ «2,000,000.00 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million Dollars » ($ ««$1,000,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « Five Hundred Thousand Dollars » ($ «500,000.00 » each accident, « Five Hundred Thousand Dollars » ($ « 500,000.00 ») each employee, and « Five Hundred Thousand Dollars » ($ 500,000.00 ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

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§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect. Notwithstanding the foregoing, nothing in this Agreement affects Owner's rights to documents prepared by Architect as such rights may be set forth in any agreement between Owner and Archtect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. *(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

« » Notices to Owner addressed TBD
RS Construction of Dade , Notices to Contractor addressed to Lewis Swezy at lswezy@centennialmgt.com AND Paul Bilton at pbilton@centennialmgt.com »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations

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under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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§ 8.5 Warranty
The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes
The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices
§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals
The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of Owner, including those set forth in Section 768.28, Florida Statutes

ARTICLE 9 ARCHITECT
§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

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§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

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§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« » §17.1 Contractor shall execute the affidavit required by F.S. 787.06(13).

§ 17.2 Contractor hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. Contractor certifies it is not participating in a boycott of Israel. If the Owner determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies list or engages in a boycott of Israel after the execution of the Agreement, the Owner may terminate the Agreement.

§17.3

The Owner 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 Owner to perform the Contractor Services described in this Agreement.

b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.

Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology

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systems of the Owner.

§17.4 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 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 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 Owner shall terminate the Agreement. If the Owner 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 Owner 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 Owner as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« Lewis Swezy »« » President
(Printed name and title)	*(Printed name and title)*
	LICENSE NO.: CGC040308
	JURISDICTION: State of Florida

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COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CRA PROJECTS IN PROGRESS

AGENDA ITEM 16.A

SUBJECT:
2024 Holiday Boat Parade Recap

SUMMARY:
On Friday, December 13, 2024, the Boynton Beach CRA, in conjunction with the Town of Hypoluxo, the Town of Lantana, and the City of Delray Beach hosted the 52nd Annual Boynton Beach Holiday Boat Parade.

EVENT RECAP

- The parade started at 6:30 PM traveling south from the Ocean Avenue bridge in Lantana to the C-15 canal in Delray Beach.
- Forty-two participants registered for the Holiday Boat Parade.
- The Boynton Harbor Marina served as the official viewing location for the Holiday Boat Parade and featured live music from the band Rogue Theory, children's activities, a mini vendor market, and a visit from Santa Claus and The Grinch.
- The event also featured two BBCRA area businesses - ArtSea Living and Scheurer's Chocolates
- The event provided a spotlight for both waterfront restaurants located at the Boynton Harbor Marina, Two Georges Waterfront Grille and Banana Boat, as well as Prime Catch.
- Tiki Taxi & Cruises sold tickets to their vessel allowing community members and visitors to participate in the festivities.
- The winners of the parade will be announced at the Holiday Boat Parade Award's Dinner, which is scheduled to take place at Alu Mexican Cuisine on January 9, 2025.

MARKETING RECAP

- **Atlantic Current** - One (1) full page ad was published in the Atlantic Current magazine

to recruit captains to participate in the boat parade (see Exhibit A). Cost: $800

- **Coastal Angler** - One (1) quarter-page ad was published in the Coastal Angler magazine to recruit captains to participate in the festivities. A full-page ad and a custom cover graphic were also published to promote the event. The Coastal Angler magazine is a source for anglers, boaters, and conservationists and is the second largest free outdoor publication in the nation with 40,000 circulations per month in Palm Beach, Broward, Dade, and Monroe counties (see Exhibit B). Cost: $1,800

- **Coastal Star** - Two (2) quarter-page ads were in the Coastal Star to promote the event and to recruit captains to participate. The Coastal Star newspaper serves the eastern community of Hypoluxo Island, South Palm Beach, Manalapan, Ocean Ridge, Briny Breezes, Gulf Stream and coastal Delray which reaches out to that specific demographic (see Exhibit C). Cost: $1,050

- **Sun Sentinel** - One (1) quarter-page ad was published in the Sun Sentinel to promote the event. The Sun Sentinel is a community publication that shares comprehensive neighborhood news, related to city government, business and real estate, sports, and events (see Exhibit D). Cost: $381

- **Neighborhood News** - Two (2) quarter-page ads were featured in the Neighborhood News to promote the event and recruit captains to participate in the festivities. The Neighborhood News publication is a great way to reach out to the western Boynton Beach communities. The publication is mailed to 17,500 homes/clubhouses, with over 10,000 additional subscribers that read the digital edition online and on Facebook (see Exhibit E). Cost: $900

- **Posters** - A promotional poster was created and distributed to various locations throughout Boynton Beach, including City of Boynton Beach facilities and local businesses. The poster was always shared with the City of Delray Beach, Town of Lantana, and Town of Hypoluxo for additional promotion throughout those areas (see Exhibit F). Cost: $103

- **Social Media** - The Boynton Beach CRA social media platforms were utilized to promote a variety of paid and organic social media marketing initiatives. Various posts were created to promote the event and to recruit captains to participate in the festivities (see Exhibit G). Cost: $1,000

- **Street Signs** - Seven (7) custom street signs were designed and installed at various locations throughout Boynton Beach to promote the event (see Exhibit H). Cost: $1,160

- **Billboard** - A billboard was placed for viewing on Interstate 95 (see Exhibit I). Cost: $0

- **Pure Honey** - A 5"x5" ad was published in Pure Honey to promote the event (see Exhibit J). Cost: $500

FISCAL IMPACT:
FY 2024-2025 Budget, Project Fund, Line Item 02-58500-480 $25,000

CRA PLAN/PROJECT/PROGRAM:

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

ATTACHMENTS:

	Description
•	EXHIBIT A-J

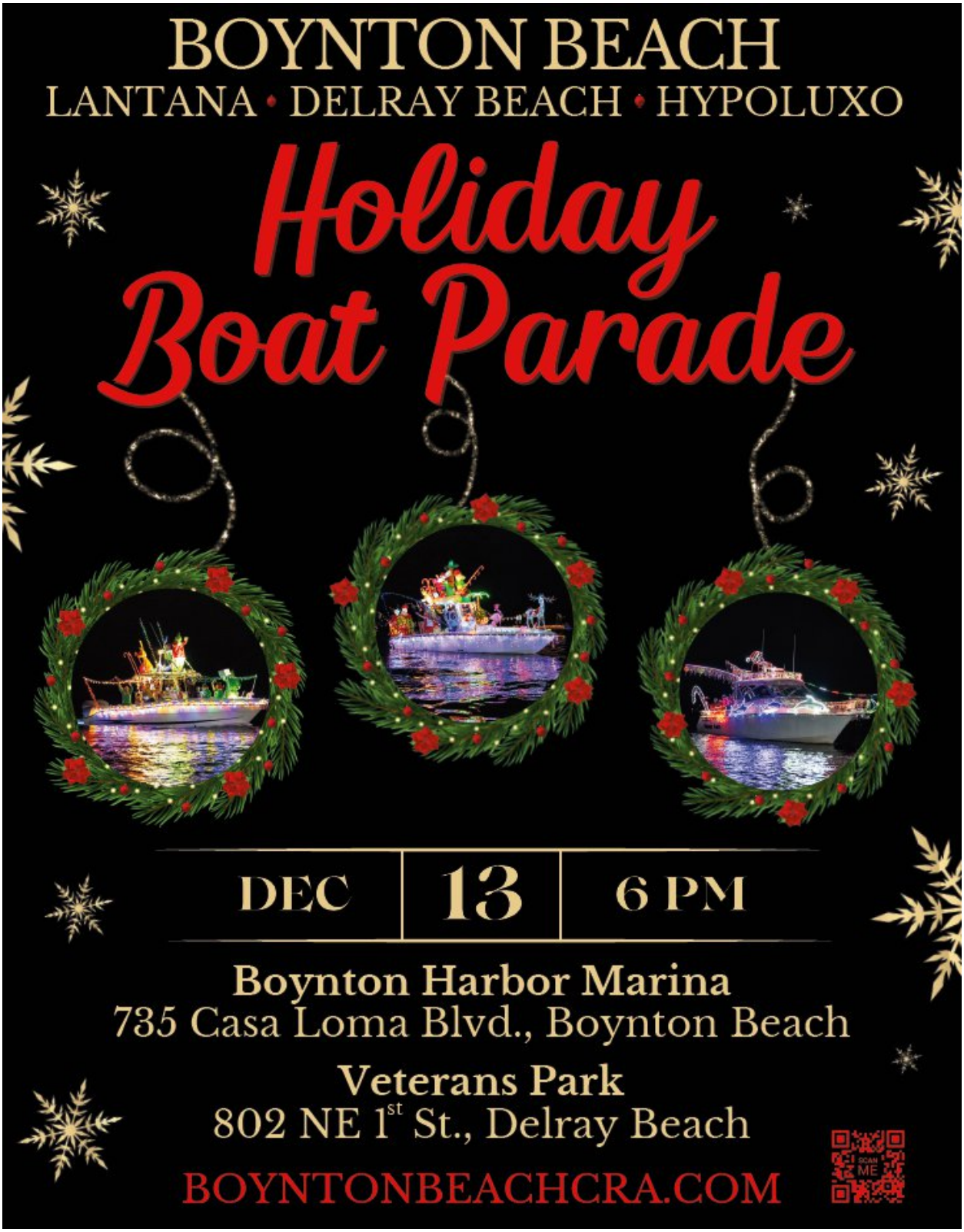
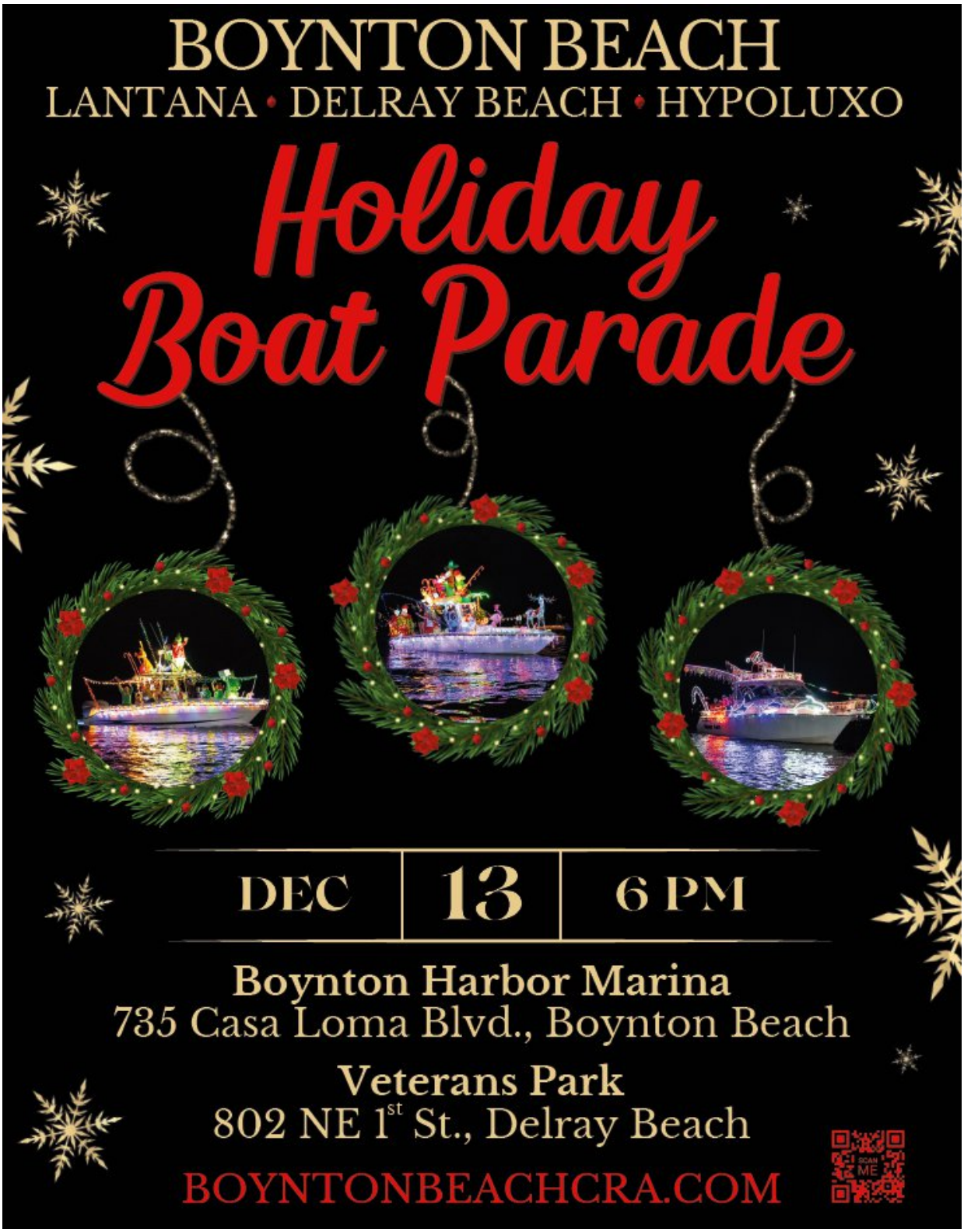
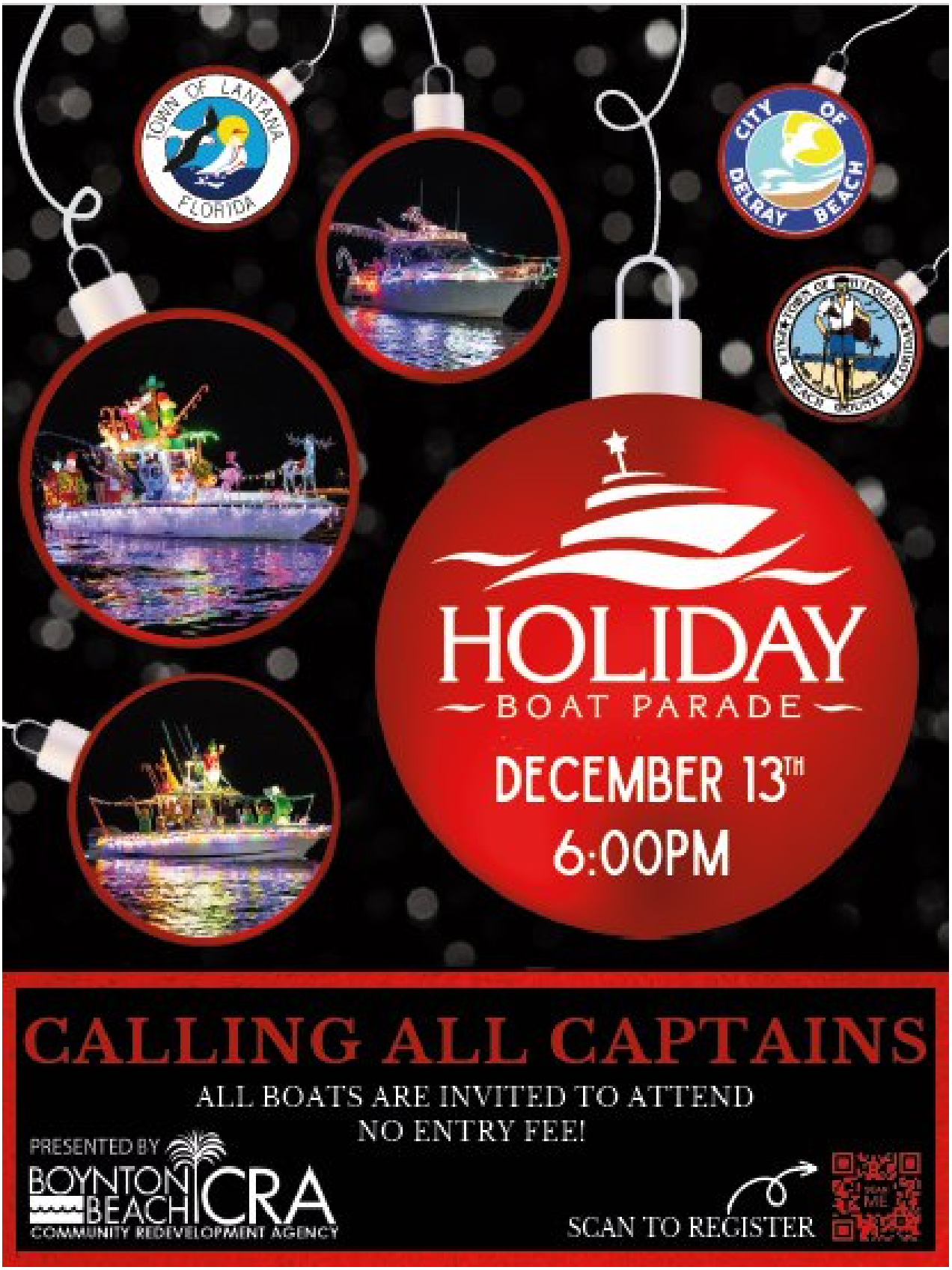

BOYNTON BEACH
LANTANA • DELRAY BEACH • HYPOLUXO
Holiday Boat Parade
DEC 13 6 PM
Boynton Harbor Marina
735 Casa Loma Blvd., Boynton Beach
Veterans Park
802 NE 1st St., Delray Beach
BOYNTONBEACHCRA.COM
SCAN ME

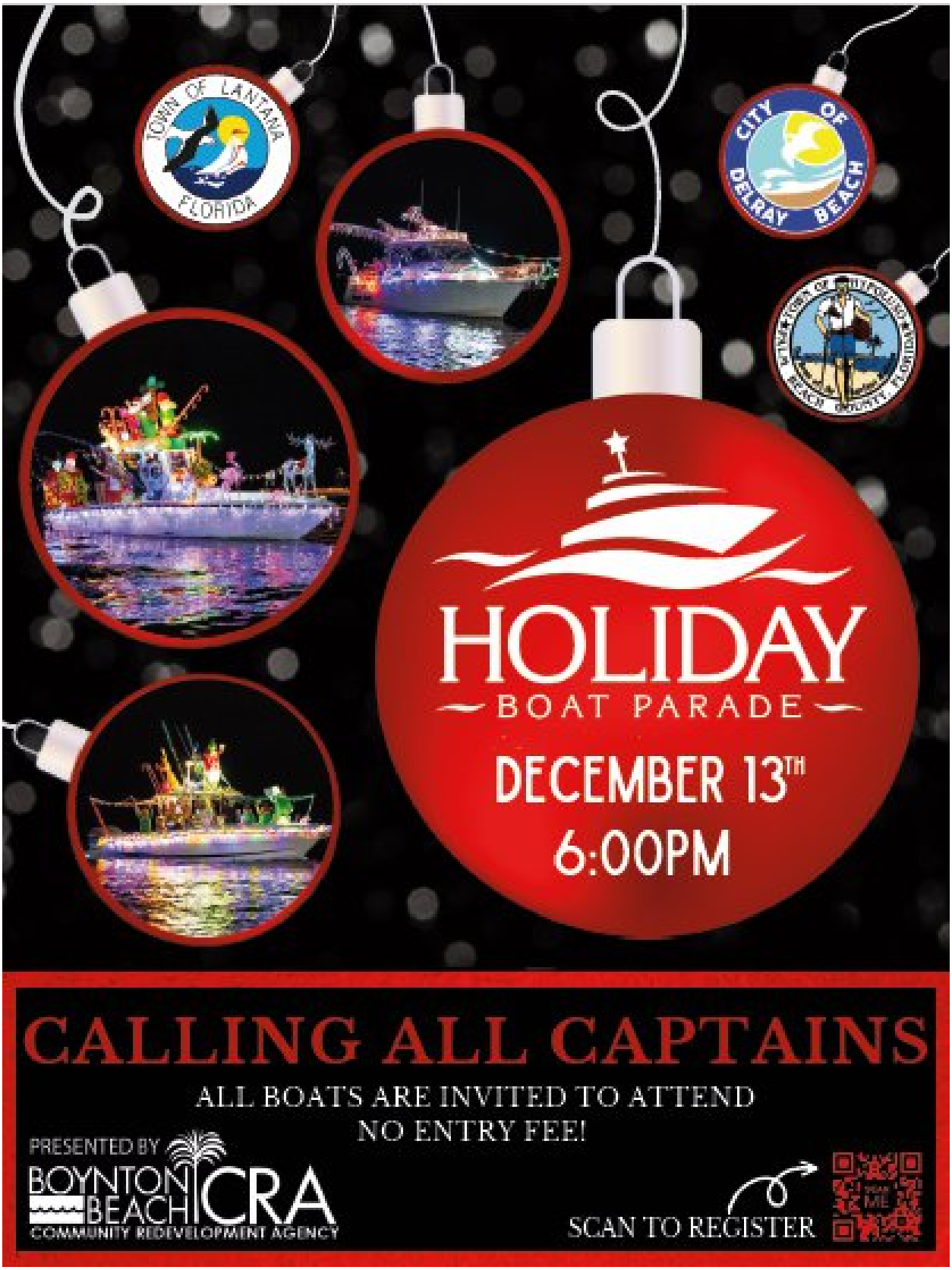
EXHIBIT B – Coastal Angler




TOWN OF LANTANA
FLORIDA
CITY OF DELRAY BEACH
HOLIDAY
BOAT PARADE
DECEMBER 13TH
6:00PM
CALLING ALL CAPTAINS
ALL BOATS ARE INVITED TO ATTEND
NO ENTRY FEE!
PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY
SCAN TO REGISTER


Holiday
Boat Parade
BOYNTON BEACH
DEC
13
6 PM

EXHIBIT C – Coastal Star



BOYNTON BEACH

LANTANA • DELRAY BEACH • HYPOLUXO

Holiday Boat Parade

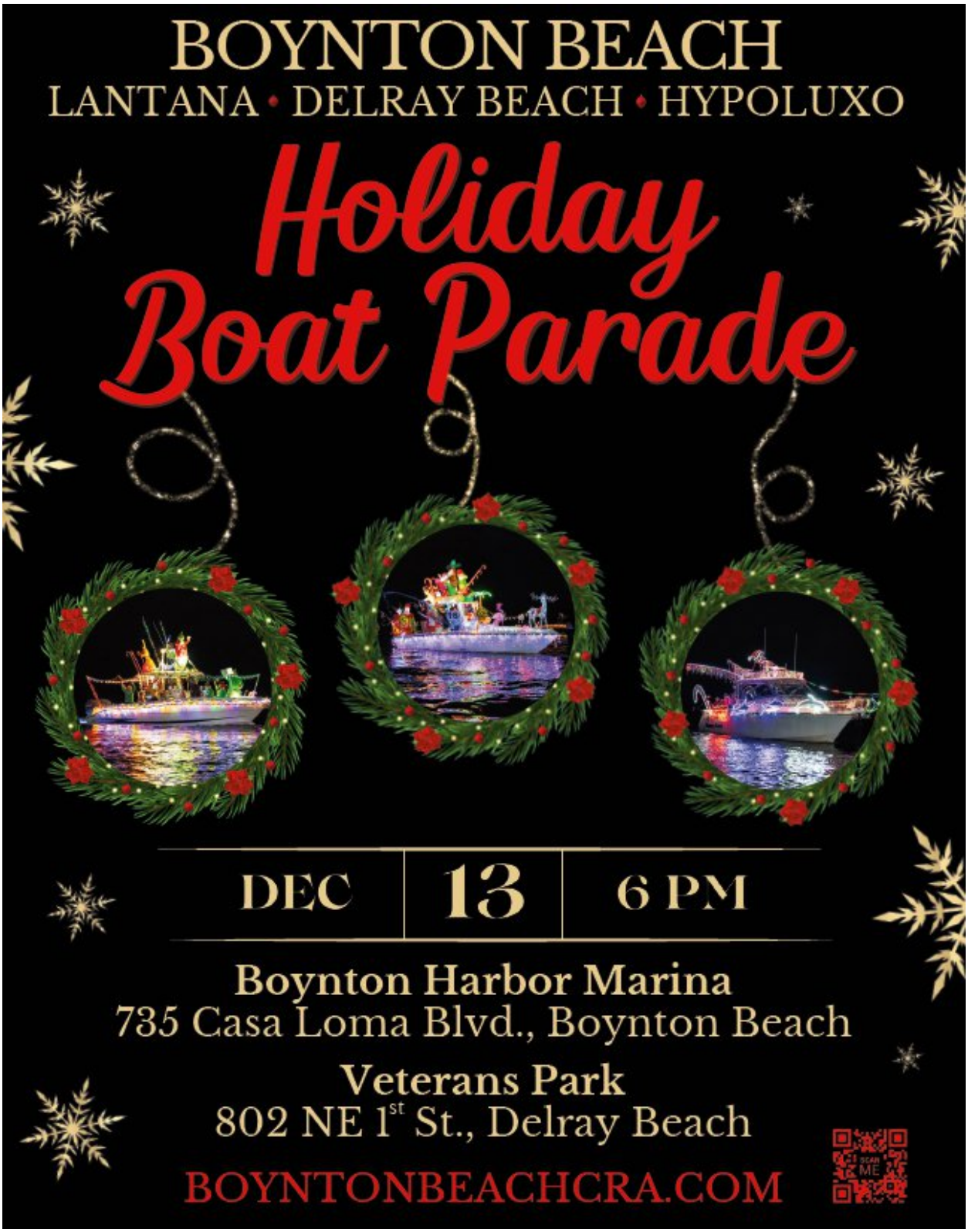


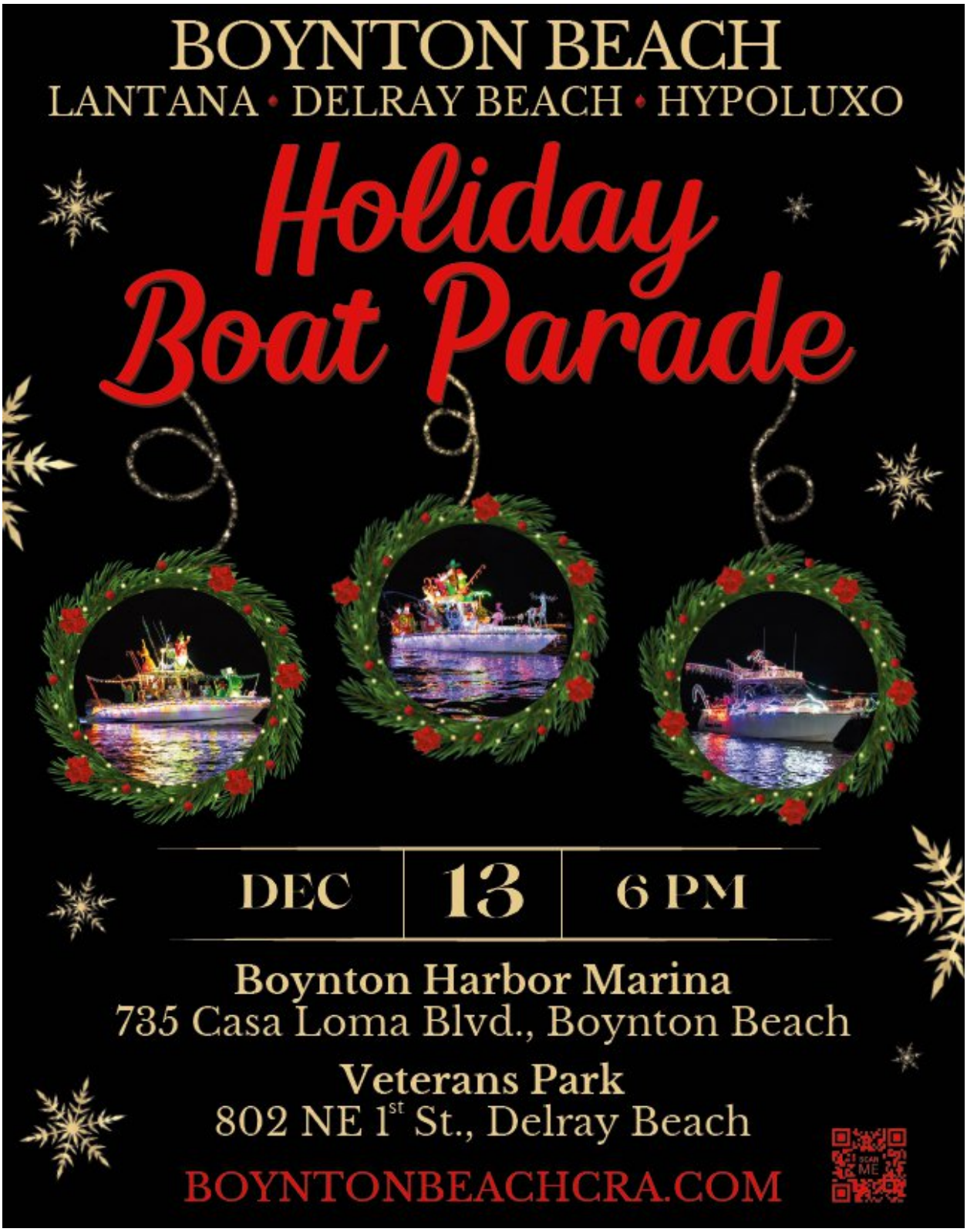
DEC | **13** | **6 PM**

Boynton Harbor Marina
735 Casa Loma Blvd., Boynton Beach

Veterans Park
802 NE 1st St., Delray Beach

BOYNTONBEACHCRA.COM


BOYNTON BEACH
LANTANA • DELRAY BEACH • HYPOLUXO
Holiday Boat Parade
DEC 13 6 PM
Boynton Harbor Marina
735 Casa Loma Blvd., Boynton Beach
Veterans Park
802 NE 1st St., Delray Beach
BOYNTONBEACHCRA.COM


BOYNTON BEACH
LANTANA • DELRAY BEACH • HYPOLUXO
Holiday Boat Parade
DEC 13 6 PM
Boynton Harbor Marina
735 Casa Loma Blvd., Boynton Beach
Veterans Park
802 NE 1st St., Delray Beach
BOYNTONBEACHCRA.COM
SCAN ME

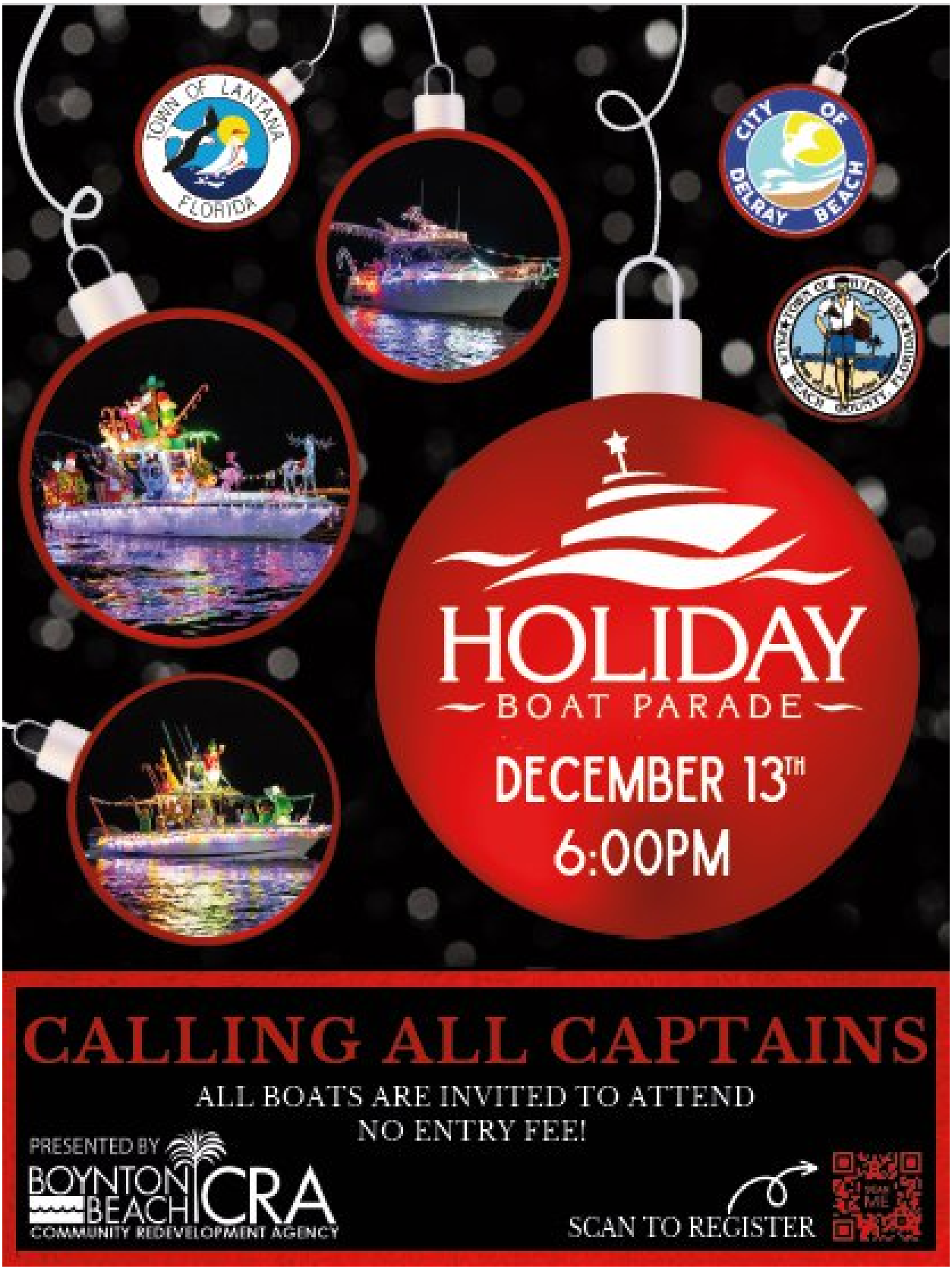

TOWN OF LANTANA
FLORIDA
CITY OF DELRAY BEACH
HOLIDAY
BOAT PARADE
DECEMBER 13TH
6:00PM
CALLING ALL CAPTAINS
ALL BOATS ARE INVITED TO ATTEND
NO ENTRY FEE!
PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY
SCAN TO REGISTER

EXHIBIT F – Poster

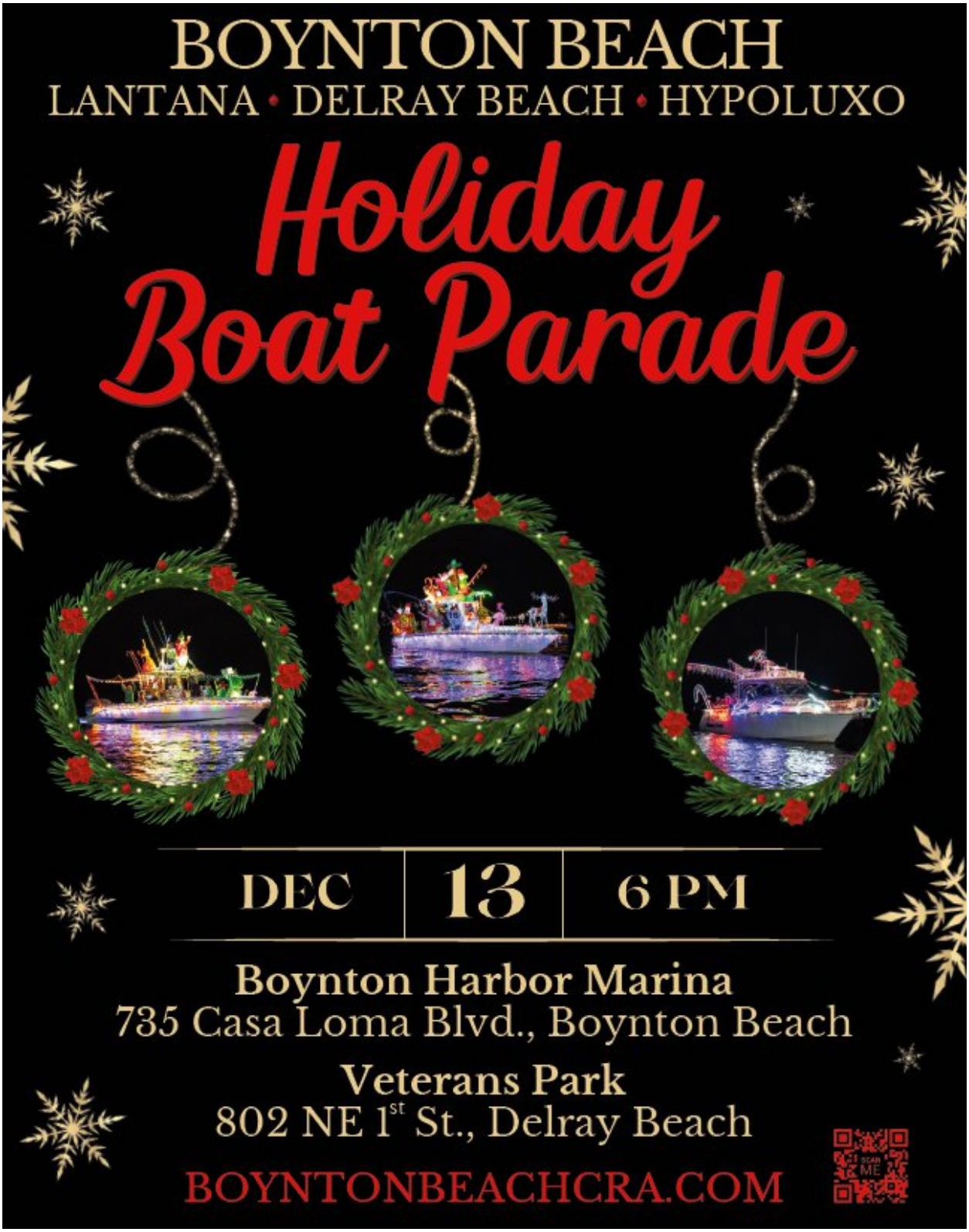
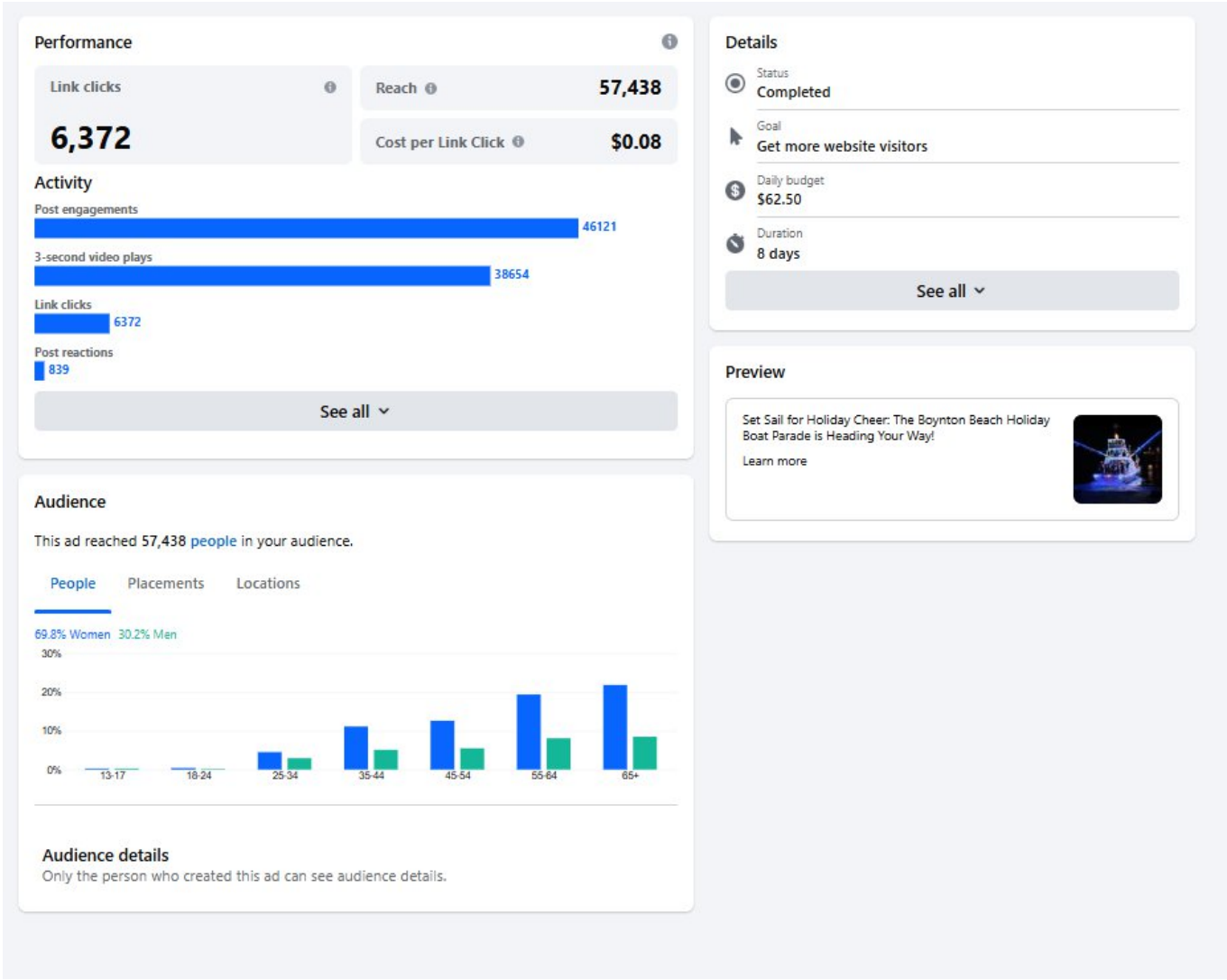


EXHIBIT G- SOCIAL MEDIA



Performance

Link clicks	Reach	19,804
1,905	Cost per Link Click	$0.06

Activity

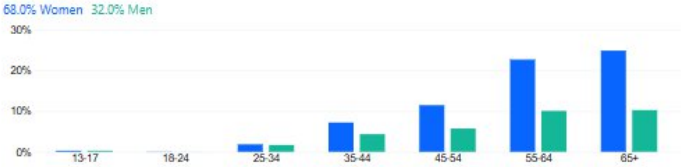


See all

Audience

This ad reached 19,804 people in your audience.

People | Placements | Locations



Audience details

Only the person who created this ad can see audience details.

Details

Status
Completed

Goal
Get more website visitors

Daily budget
$5.00

Duration
24 days

See all

Preview

Calling all Captains! The Boynton Beach Holiday Boat Parade is quickly approaching. Join the festivities and decorate your boat to cruise from the Ocean Avenue Bridge in Lantana (near Old Key Lime House) and travel south to the C-15 Canal in Delray Beach (south of...

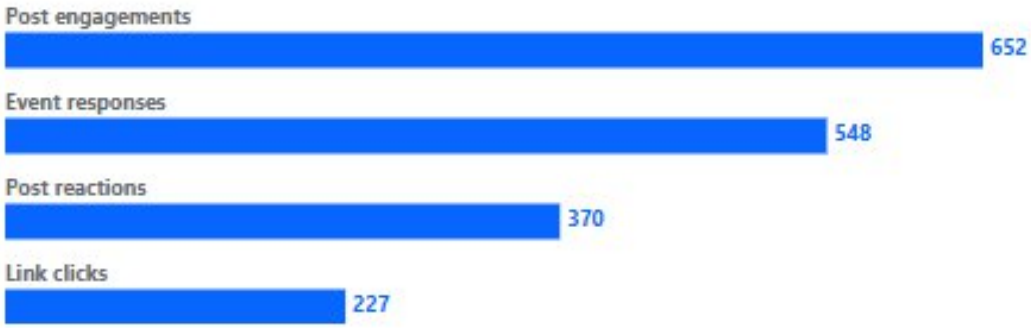


Learn more

Performance

Event Responses	Reach	21,956
548	Cost per Event Response	$0.36

Activity on Facebook | Activity on your website

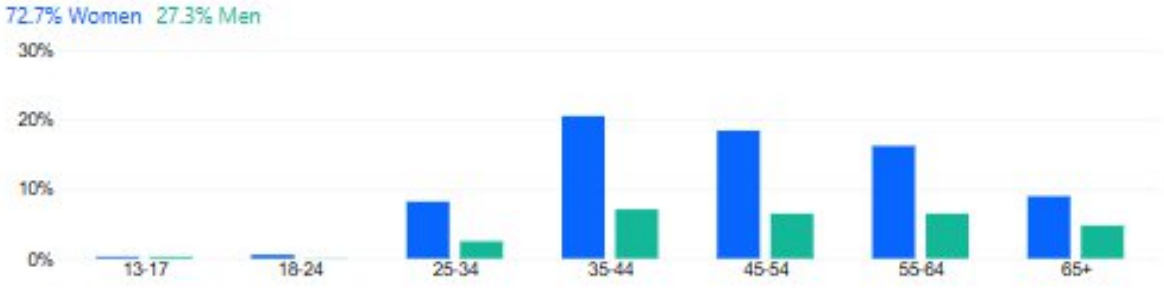


See all

Audience

This ad reached 21,956 people in your audience.

People | Placements | Locations



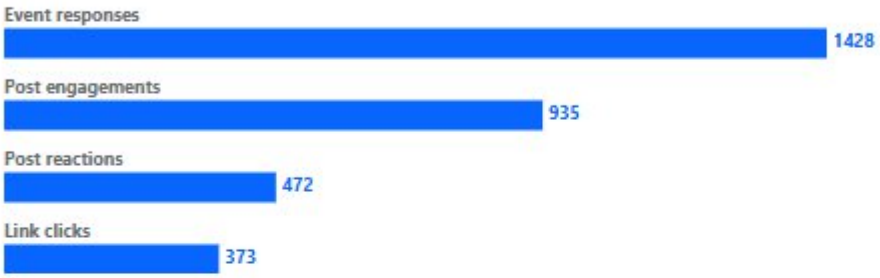
Audience details

Only the person who created this ad can see audience details.

Performance

Event Responses	Reach	24,195
1,428	Cost per Event Response	$0.13

Activity on Facebook | Activity on your website

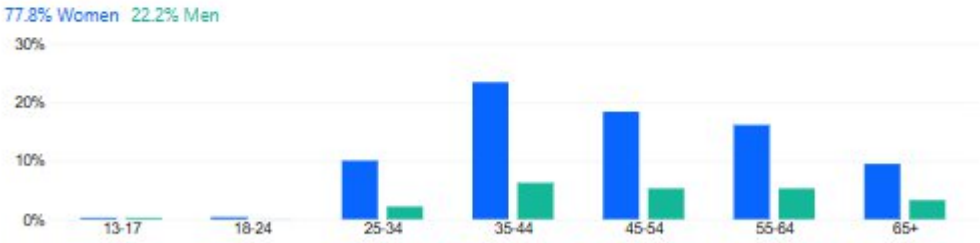


See all

Audience

This ad reached 24,195 people in your audience.

People | Placements | Locations



Audience details

Only the person who created this ad can see audience details.

EXHIBIT H – Street Signs





EXHIBIT I - Billboard



EXHIBIT J – Pure Honey



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CRA PROJECTS IN PROGRESS

AGENDA ITEM 16.B

SUBJECT:
Social Media & Print Marketing Update

SUMMARY:
Throughout the month of December, 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**:
  - E. MLK Jr. Blvd. Entry Feature Project
- **Business Promotional Posts**: Utilized Facebook and Instagram feed and stories to promote a variety of businesses, such as:
  - Beach House Boutique, Nicholson Muir Meat, Prime Catch, Blue Heart Adult Day Care, and Kabuki.
- **Promotional Events**
  - Holiday Boat Parade, Rock the Block, Snapshots with Santa

Digital Marketing

- **Blog Posts**: Promoted the following blogs on BoyntonBeachInsider.com:
  - Solid Waste Authority Grant, USPS Update, Coastal Cruiser Expanded Service Area, Holiday Boat Parade, Snapshots with Santa, Rock the Block, The BBCRA Welcomes Three Dynamic New Businesses, and Shop Local This Holiday Season.

- **Redevelopment Works Newsletter**:
  - Shop Local This Holiday Season
  - New Post Office Coming to East Boynton Beach
  - SWA Grant
  - East MLK Jr. Entry Feature Project
  - Snapshots with Santa
  - Rock the Block
  - Holiday Boat Parade
  - New Business Openings

- Coastal Cruiser Service Area Expanded

See Attachment I for an overview of the social media marketing in December, and Attachment II for a full listing of the Facebook and Instagram posts that were shared.

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.

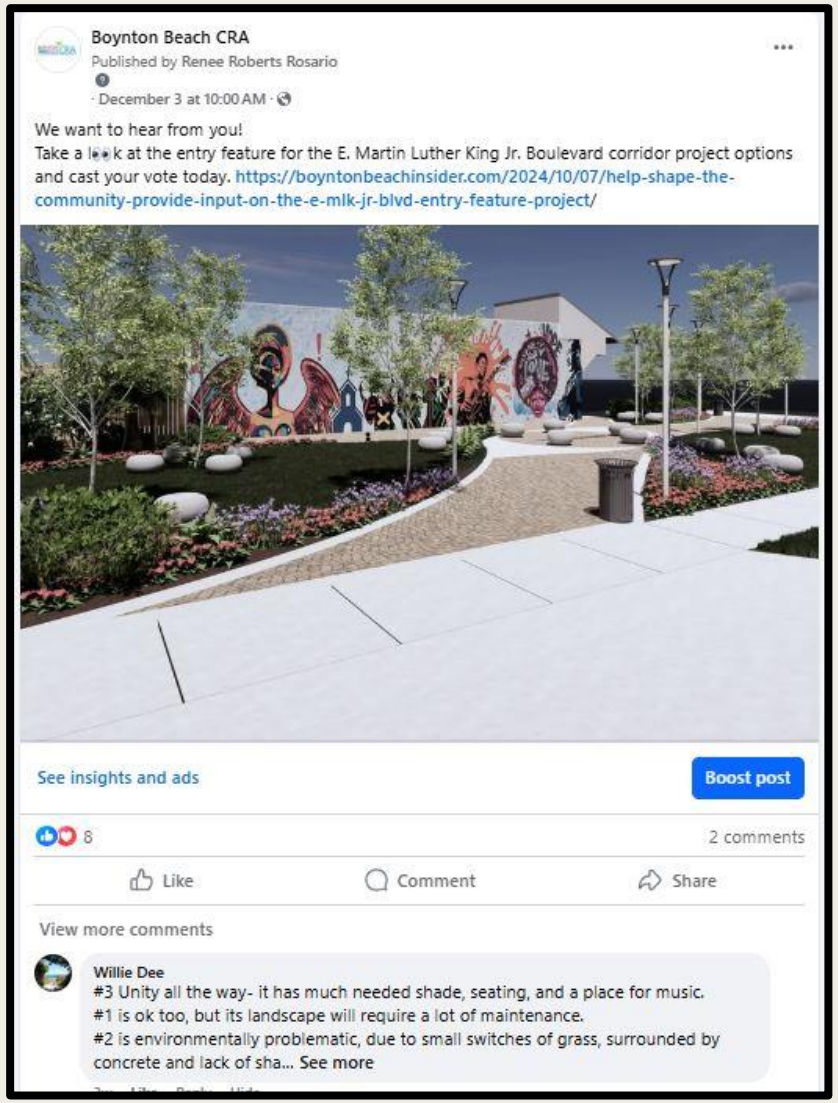
ATTACHMENTS:

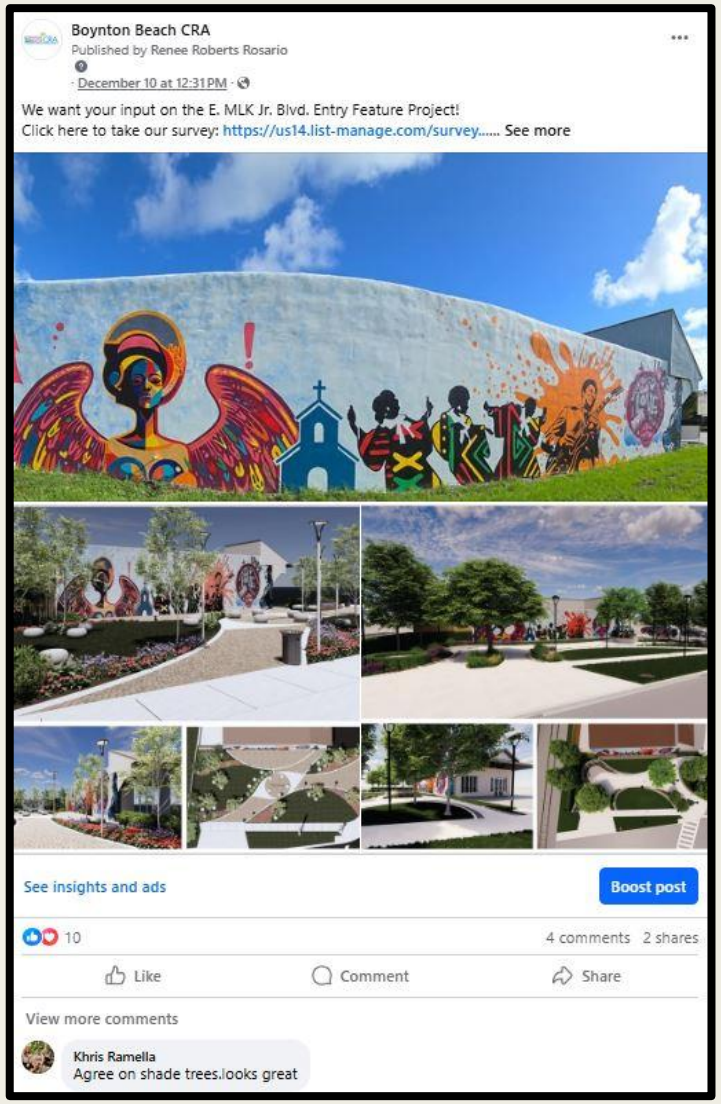
Description

- Attachment I - December Marketing & Social Media Overview
- Attachment II - December Facebook and Instagram Posts

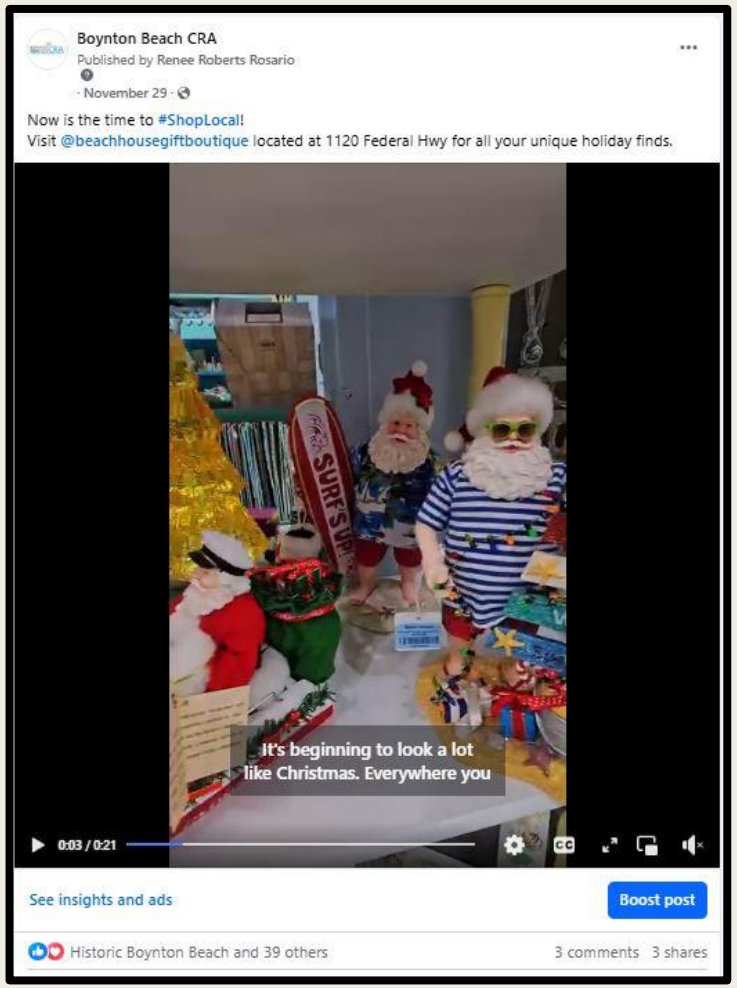
SOCIAL MEDIA MARKETING OVERVIEW

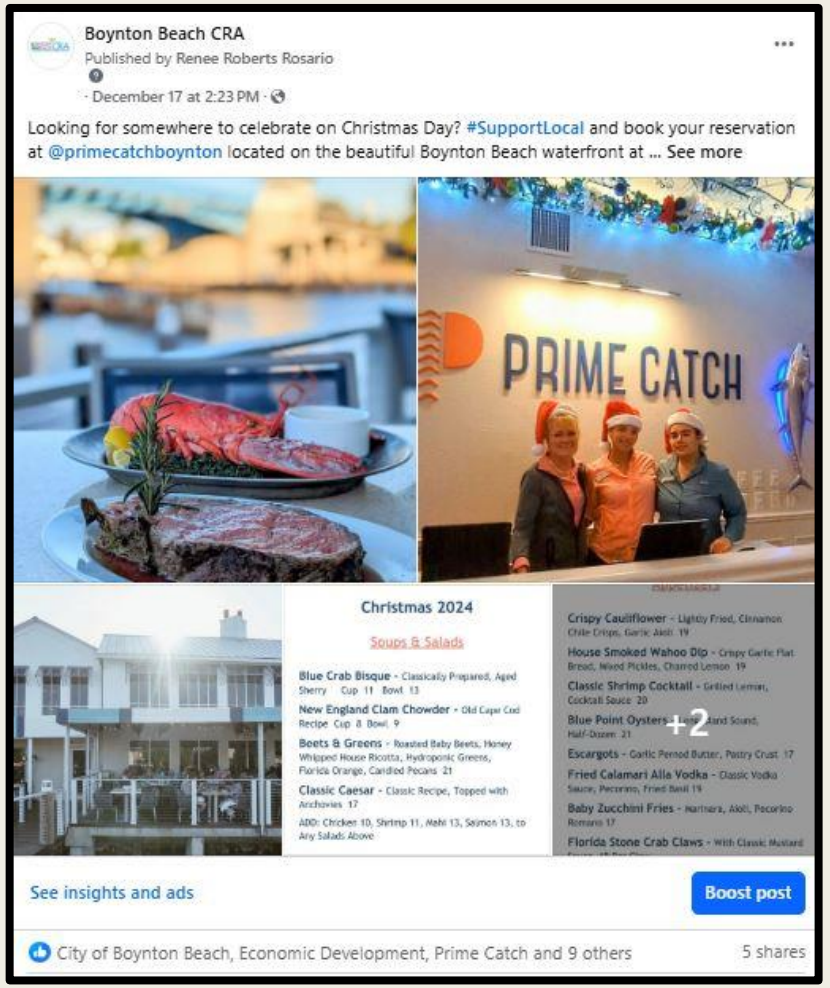
SOCIAL MEDIA – PROJECT POSTS

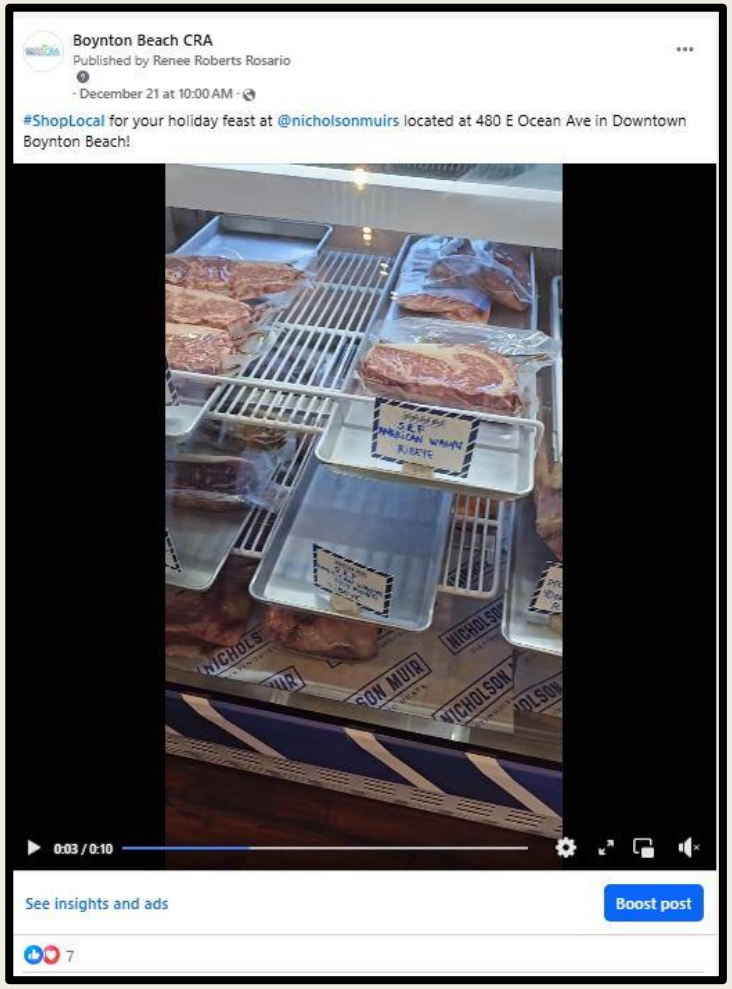




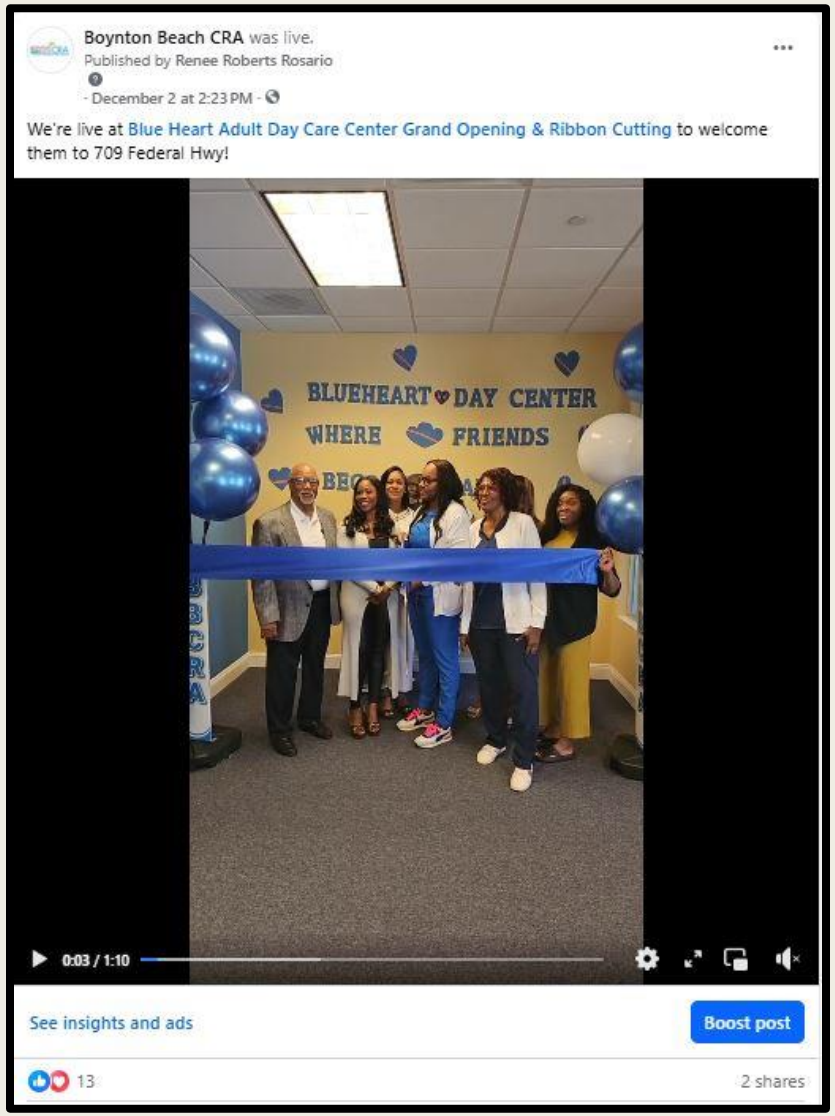
SOCIAL MEDIA - BUSINESS POSTS

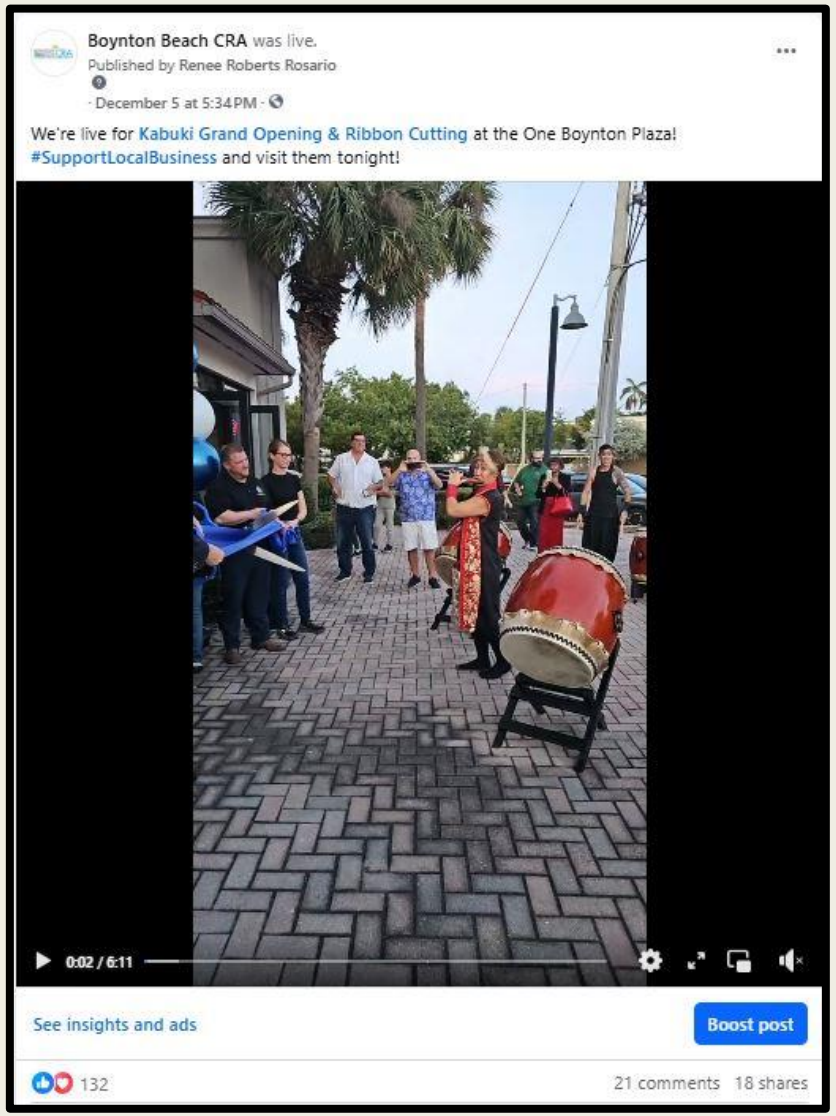




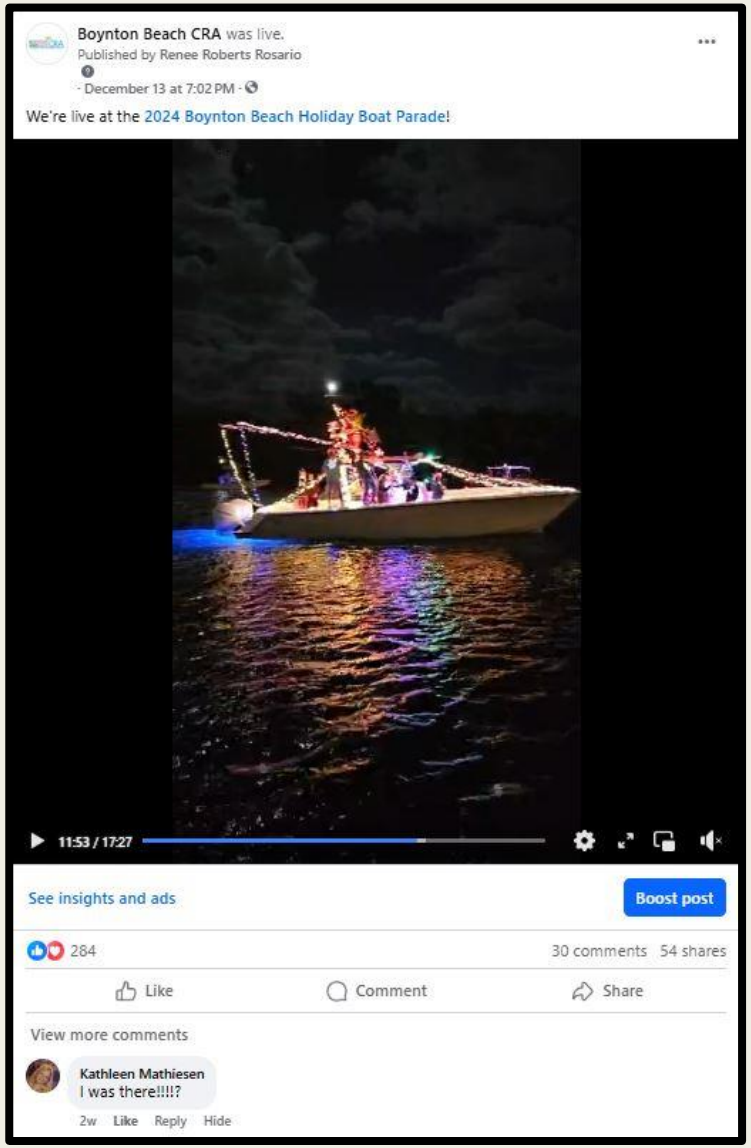


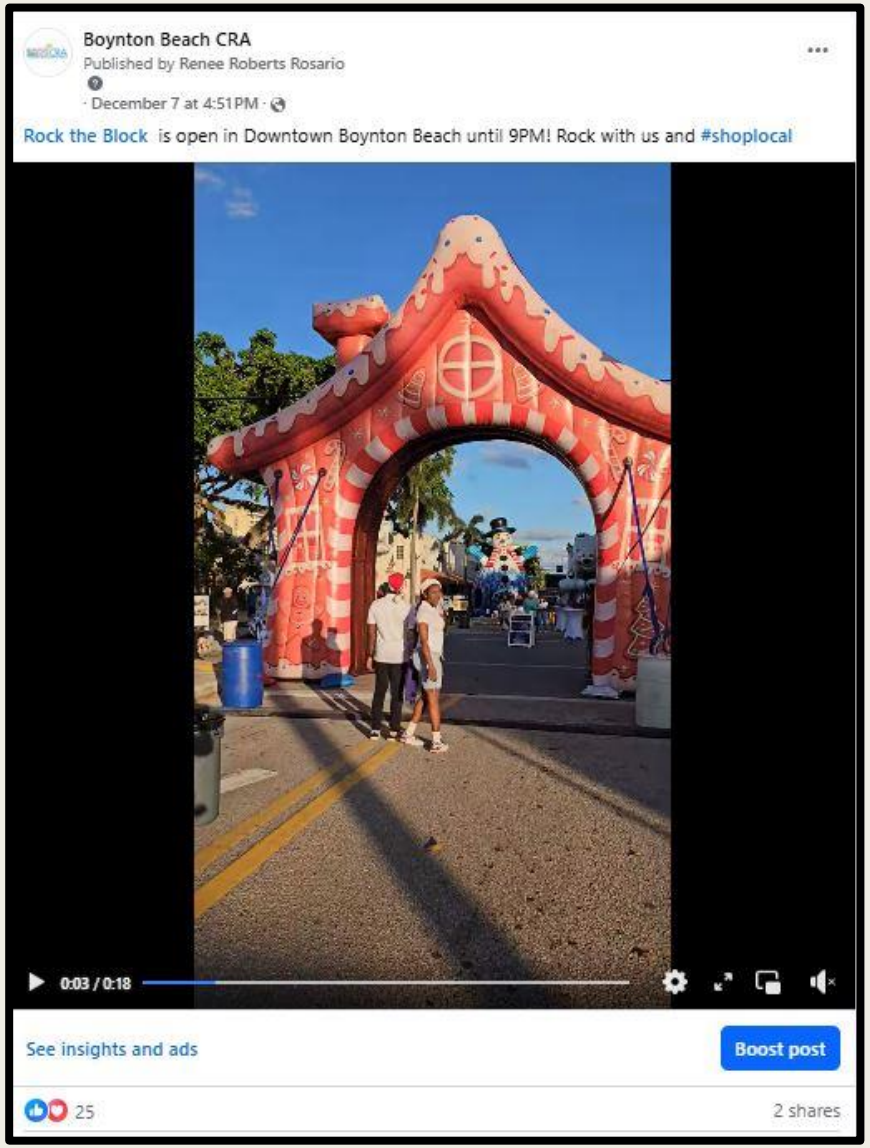
SOCIAL MEDIA - BUSINESS POSTS



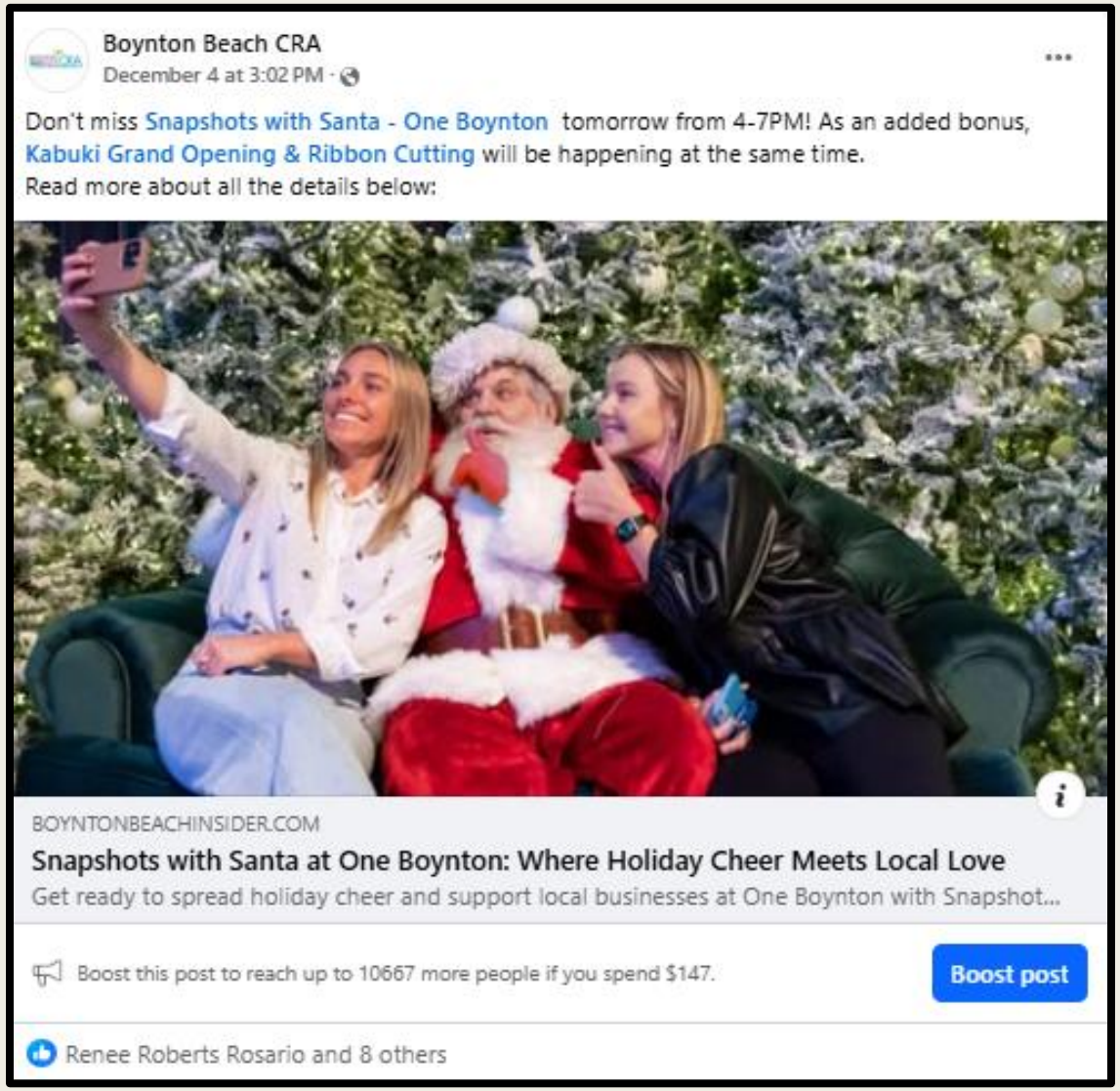


SOCIAL MEDIA – PROMOTIONAL EVENTS





SOCIAL MEDIA – PROMOTIONAL EVENTS



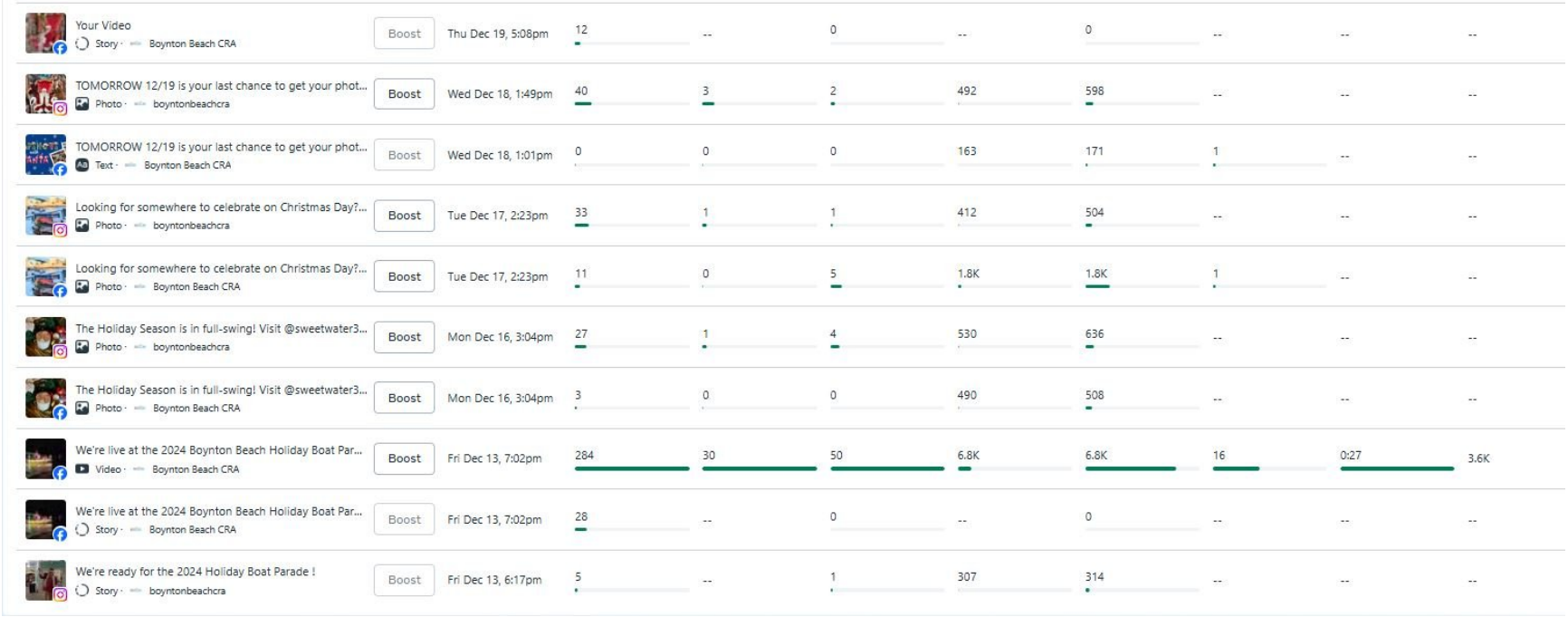
Facebook & Instagram Posts

	Ring in the New Year deliciously at Driftwood Boynton ... Photo · boyntonbeachcra	Boost	Mon Dec 30, 10:31am	12	0	0	170	188	--	--	--
	Ring in the New Year deliciously at Driftwood Boynton ... Photo · Boynton Beach CRA	Boost	Mon Dec 30, 10:31am	2	0	0	581	585	--	--	--
	Crush your 2025 fitness goals at @Trilogy Fitness MMA ... Photo · boyntonbeachcra	Boost	Sun Dec 29, 10:00am	4	0	0	168	208	--	--	--
	Crush your 2025 fitness goals at @Trilogy Fitness MMA ... Photo · Boynton Beach CRA	Boost	Sun Dec 29, 10:00am	1	0	0	461	471	--	--	--
	Ring in the New Year with @sweetwater33. Only a few t... Photo · boyntonbeachcra	Boost	Sat Dec 28, 12:00pm	36	0	5	743	872	--	--	--
	Ring in the New Year with @sweetwater33. Only a few t... Photo · Boynton Beach CRA	Boost	Sat Dec 28, 12:00pm	7	0	0	710	710	6	--	--
	Ring in the New Year with Tiki Taxi & Cruises and #Sup... Photo · boyntonbeachcra	Boost	Fri Dec 27, 10:11am	15	0	1	296	377	--	--	--
	Ring in the New Year with Tiki Taxi & Cruises and #Sup... Photo · Boynton Beach CRA	Boost	Fri Dec 27, 10:08am	1	0	0	352	365	--	--	--
	All of the Snapshots with Santa photos are available no... Boynton Beach CRA	Boost	Thu Dec 26, 2:23pm	1	0	0	101	105	2	--	--
	Take a look at our blog to see the newest openings in ... Boynton Beach CRA	Boost	Thu Dec 26, 11:00am	2	0	0	166	168	14	--	--

Facebook & Instagram Posts

	Ring in the New Year with Tiki Taxi & Cruises and #Sup... Photo · boyntonbeachcra	Boost	Fri Dec 27, 10:11am	15	0	1	296	377	--	--	--
	Ring in the New Year with Tiki Taxi & Cruises and #Sup... Photo · Boynton Beach CRA	Boost	Fri Dec 27, 10:08am	1	0	0	352	365	--	--	--
	All of the Snapshots with Santa photos are available no... Boynton Beach CRA	Boost	Thu Dec 26, 2:23pm	1	0	0	101	105	2	--	--
	Take a look at our blog to see the newest openings in ... Boynton Beach CRA	Boost	Thu Dec 26, 11:00am	2	0	0	166	168	14	--	--
	Wishing everyone a very happy holiday season! Please ... Photo · Boynton Beach CRA	Boost	Tue Dec 24, 10:00am	8	1	2	413	420	--	--	--
	Looking for a place for Christmas Eve brunch? Make yo... Photo · boyntonbeachcra	Boost	Sun Dec 22, 10:00am	15	0	0	246	316	--	--	--
	Looking for a place for Christmas Eve brunch? Make yo... Photo · Boynton Beach CRA	Boost	Sun Dec 22, 10:00am	6	0	0	595	596	--	--	--
	#ShopLocal for your holiday feast at @nicholsonmuirs l... Reel · boyntonbeachcra	Boost	Sat Dec 21, 10:01am	13	0	5	517	528	--	0:05	46
	#ShopLocal for your holiday feast at @nicholsonmuirs l... Video · Boynton Beach CRA	Boost	Sat Dec 21, 10:00am	7	0	0	417	434	--	0:06	44
	This story has no text Story · boyntonbeachcra	Boost	Thu Dec 19, 5:08pm	8	--	0	161	163	--	--	--

Facebook & Instagram Posts



Your Video Story · Boynton Beach CRA	Boost	Thu Dec 19, 5:08pm	12	--	0	--	0	--	--	--
TOMORROW 12/19 is your last chance to get your phot... Photo · boyntonbeachcra	Boost	Wed Dec 18, 1:49pm	40	3	2	492	598	--	--	--
TOMORROW 12/19 is your last chance to get your phot... Text · Boynton Beach CRA	Boost	Wed Dec 18, 1:01pm	0	0	0	163	171	1	--	--
Looking for somewhere to celebrate on Christmas Day?... Photo · boyntonbeachcra	Boost	Tue Dec 17, 2:23pm	33	1	1	412	504	--	--	--
Looking for somewhere to celebrate on Christmas Day?... Photo · Boynton Beach CRA	Boost	Tue Dec 17, 2:23pm	11	0	5	1.8K	1.8K	1	--	--
The Holiday Season is in full-swing! Visit @sweetwater3... Photo · boyntonbeachcra	Boost	Mon Dec 16, 3:04pm	27	1	4	530	636	--	--	--
The Holiday Season is in full-swing! Visit @sweetwater3... Photo · Boynton Beach CRA	Boost	Mon Dec 16, 3:04pm	3	0	0	490	508	--	--	--
We're live at the 2024 Boynton Beach Holiday Boat Par... Video · Boynton Beach CRA	Boost	Fri Dec 13, 7:02pm	284	30	50	6.8K	6.8K	16	0:27	3.6K
We're live at the 2024 Boynton Beach Holiday Boat Par... Story · Boynton Beach CRA	Boost	Fri Dec 13, 7:02pm	28	--	0	--	0	--	--	--
We're ready for the 2024 Holiday Boat Parade ! Story · boyntonbeachcra	Boost	Fri Dec 13, 6:17pm	5	--	1	307	314	--	--	--

Facebook & Instagram Posts

	Snow has arrived at the Boynton Harbor Marina! Story · boyntonbeachcra	Boost	Fri Dec 13, 5:57pm	10	--	3	334	343	--	--	--
	Your Video Story · Boynton Beach CRA	Boost	Fri Dec 13, 5:57pm	20	--	0	--	0	--	--	--
	The 2024 Boynton Beach Holiday Boat Parade is tonigh... Photo · boyntonbeachcra	Boost	Fri Dec 13, 9:02am	74	2	7	692	842	--	--	--
	The 2024 Boynton Beach Holiday Boat Parade is tonigh... Photo · Boynton Beach CRA	Boost	Fri Dec 13, 8:54am	56	2	10	8.3K	8.5K	9	--	--
	Don't miss Snapshots with Santa - Ocean Plaza TOMOR... Photo · boyntonbeachcra	Boost	Wed Dec 11, 11:48am	58	1	8	1.6K	2K	--	--	--
	Don't miss Snapshots with Santa - Ocean Plaza TOMOR... Video · Boynton Beach CRA	Boost	Wed Dec 11, 11:39am	3	2	2	423	446	2	0:07	45
	We want your input on the E. MLK Jr. Blvd. Entry Featur... Photo · boyntonbeachcra	Boost	Tue Dec 10, 12:31pm	17	0	0	334	396	--	--	--
	We want your input on the E. MLK Jr. Blvd. Entry Featur... Photo · Boynton Beach CRA	Boost	Tue Dec 10, 12:31pm	10	4	2	1.6K	1.7K	4	--	--
	LAST CALL FOR CAPTAINS! The 2024 Boynton Beach H... Photo · boyntonbeachcra	Boost	Mon Dec 9, 11:24am	35	0	1	463	484	--	--	--
	LAST CALL FOR CAPTAINS! The 2024 Boynton Beach H... Photo · Boynton Beach CRA	Boost	Mon Dec 9, 11:24am	12	0	2	876	909	6	--	--

Facebook & Instagram Posts

	This story has no text Story · boyntonbeachcra	Boost	Sun Dec 8, 12:29pm	2	--	0	165	165	--	--	--
	Your Video Story · Boynton Beach CRA	Boost	Sun Dec 8, 12:29pm	5	--	0	--	0	--	--	--
	This story has no text Story · boyntonbeachcra	Boost	Sun Dec 8, 12:29pm	4	--	0	176	179	--	--	--
	This story has no text Story · boyntonbeachcra	Boost	Sat Dec 7, 5:41pm	6	--	0	309	309	--	--	--
	This story has no text Story · Boynton Beach CRA	Boost	Sat Dec 7, 5:41pm	15	--	0	--	0	--	--	--
	Rock the Block is open in Downtown Boynton Beach un... Video · Boynton Beach CRA	Boost	Sat Dec 7, 4:51pm	25	0	2	907	935	2	0:10	141
	Your Video Story · Boynton Beach CRA	Boost	Sat Dec 7, 4:50pm	49	--	0	--	0	--	--	--
	Your Video Story · Boynton Beach CRA	Boost	Fri Dec 6, 6:07pm	0	--	1	--	0	--	--	--
	This story has no text Story · boyntonbeachcra	Boost	Fri Dec 6, 6:07pm	3	--	0	136	145	--	--	--
	This story has no text Story · boyntonbeachcra	Boost	Fri Dec 6, 6:07pm	2	--	0	150	162	--	--	--

Facebook & Instagram Posts

	TOMORROW don't miss Rock the Block from 4-9PM in ... Photo · boyntonbeachcra	Boost	Fri Dec 6, 11:44am	42	2	11	690	880	--	--	--
	Don't miss Rock the Block TOMORROW from 4-9pm in ... Text · Boynton Beach CRA	Boost	Fri Dec 6, 11:31am	8	0	0	423	457	8	--	--
	We're live for Kabuki Grand Opening & Ribbon Cutting ... Video · Boynton Beach CRA	Boost	Thu Dec 5, 5:34pm	132	21	15	5.3K	5.5K	39	0:16	1.5K
	We're live for Kabuki Grand Opening & Ribbon Cutting ... Story · Boynton Beach CRA	Boost	Thu Dec 5, 5:34pm	7	--	0	--	0	--	--	--
	This story has no text Story · Boynton Beach CRA	Boost	Thu Dec 5, 5:04pm	5	--	0	--	0	--	--	--
	4-7PM Tonight! Story · boyntonbeachcra	Boost	Thu Dec 5, 5:04pm	3	--	1	221	223	--	--	--
	This story has no text Story · Boynton Beach CRA	Boost	Thu Dec 5, 5:03pm	5	--	0	--	0	--	--	--
	Don't miss the free samples! Story · boyntonbeachcra	Boost	Thu Dec 5, 5:03pm	3	--	0	235	238	--	--	--
	This story has no text Story · Boynton Beach CRA	Boost	Thu Dec 5, 5:02pm	6	--	0	--	0	--	--	--
	Snapshots with Santa is happening now at One Boynto... Story · boyntonbeachcra	Boost	Thu Dec 5, 5:02pm	5	--	0	265	271	--	--	--

Facebook & Instagram Posts

	Don't miss Snapshots with Santa tomorrow from 4-7P... Photo · boyntonbeachcra	Boost	Wed Dec 4, 4:06pm	26	0	4	525	561	--	--	--
	Promoting website: https://boyntonbeachinsider.com/2... Ad ·	Boost	Wed Dec 4, 4:02pm	--	--	--	57.4K	--	--	--	--
	Don't miss Snapshots with Santa - One Boynton tomorr... Boynton Beach CRA	Boost	Wed Dec 4, 3:02pm	9	0	0	474	524	4	--	--
	Promoting website: https://boyntonbeachinsider.com/2... Ad ·	Boost	Wed Dec 4, 2:21pm	--	--	--	32.5K	--	--	--	--
	We want to hear from you! Take a l👀k at the entry fea... Photo · boyntonbeachcra	Boost	Tue Dec 3, 10:00am	14	2	3	518	545	--	--	--
	We want to hear from you! Take a l👀k at the entry fea... Photo · Boynton Beach CRA	Boost	Tue Dec 3, 10:00am	8	2	0	741	780	9	--	--
	Event: 2024 Boynton Beach Holiday Boat Parade Ad ·	Boost	Mon Dec 2, 4:21pm	--	--	--	22K	--	--	--	--
	Blueheart Adult Daycare Center Ribbon Cutting - 709 F... Reel · boyntonbeachcra	Boost	Mon Dec 2, 2:25pm	17	3	2	424	443	--	0:06	44
	We're live at Blue Heart Adult Day Care Center Grand O... Video · Boynton Beach CRA	Boost	Mon Dec 2, 2:23pm	13	0	2	560	610	2	0:07	178
	Ring in the Holiday Spirit at Snapshots with Santa - On... Text · Boynton Beach CRA	Boost	Sun Dec 1, 10:00am	2	0	0	359	381	2	--	--

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: January 14, 2025

CRA PROJECTS IN PROGRESS

AGENDA ITEM 16.C

SUBJECT:
CRA Economic & Business Development Grant Program Update

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

Below is a status report of the CRA's Economic Development Grant Programs and Business Development activities for FY 2024-2025:

FY 2024-2025 Budget	**$600,000**
Grants Awarded Since October 8, 2024	**($237,450)**
Remaining Fund Balance as of 1/7/25:	**$362,550**

List of CRA Board approved Economic Development Program Grantees since October 8, 2024:

Business Name	Address	Grant	Grant Amount
Chow Hut LLC	425 NE 4th Street	Property Improvement	$25,000
Design Stop LLC	1505 S. Federal Highway	Rent Reimbursement	$21,000
Spectrum Innovations Inc.	1300 W. Industrial Avenue, Unit 113	Rent Reimbursement	$11,700

The Meaning Channel Group LLC	1210 S. Federal Highway, Unit 101	Rent Reimbursement	$15,750
Thai Venture Group LLC d/b/a Kabuki Sushi Thai Tapas	321 E. Woolbright Road	Rent Reimbursement Property Improvement	$84,000
Loveli Tea LLC	306 E. Boynton Beach Boulevard	Rent Reimbursement Property Improvement	$56,000
Pending January 14, 2025 Board Approval			
EGVV LLC d/b/a Paloma Mexican Restaurant	510 E. Ocean Avenue, Unit 105	Rent Reimbursement	$24,000

List of new Business Tax Receipts issued in the CRA boundaries in December 2024:

Business Name	Address	Business Use
Rizo Industries Inc.	420 NE 3rd Street	Landscaping
The Meaning Channel Group	1210 S. Federal Highway, Unit 101	Beauty Consultation
Paloma Mexican Restaurant	510 E. Ocean Avenue, Unit 105	Restaurant

FISCAL IMPACT:
FY 2024-2025 Budget, Project Fund, Line Item 02-58400-444, $600,000

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

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