

The City of **Boynton Beach**



City Commission Agenda

Monday, June 12, 2017, 6:00 PM

Commission Chambers

100 E. Boynton Beach Blvd., Boynton Beach, FL 33435

Special Commission Meeting and CRA Board Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)

Vice Mayor Justin Katz (District I)

Commissioner Mack McCray (District II)

Commissioner Christina L. Romelus (District III)

Commissioner Joe Casello (District IV)

Lori LaVerriere, City Manager

James Cherof, City Attorney

Judith A. Pyle, City Clerk

MISSION

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

America's Gateway to the Gulfstream



www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

**GENERAL RULES & PROCEDURES FOR PUBLIC PARTICIPATION AT
CITY OF BOYNTON BEACH COMMISSION MEETINGS**

THE AGENDA:

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

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

SPEAKING AT COMMISSION MEETINGS:

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

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

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes
- **Regular Agenda Items:** Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, presentations and first reading of Ordinances - Time Limit - Three (3) minutes

ADDRESSING THE COMMISSION:

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

DECORUM:

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

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

City Commission meetings are held in the Boynton Beach City Commission Chambers, 100 East Boynton Beach Boulevard, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

- A. Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner McCray

Roll Call

Agenda Approval:

1. Adoption

2. OTHER

- A. Staff presentation on update of Town Square

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. ADMINISTRATIVE

- A. 1) **Recess City Commission Meeting**

- 2) **Call Boynton Beach CRA Meeting to Order**

B. CRA BOARD ITEM:

Consideration of CRA funding for the services provided under Town Square Project Phase I Services Agreement (**See Attached CRA Agenda Item**)

C. CRA BOARD ITEM:

Consideration of Interlocal Agreement with the City of Boynton Beach to provide funding for services under the Town Square Project Phase I Services Agreement for an amount not to exceed \$2,100,000. (**See Attached CRA Agenda Item**)

- D. 1) **Adjourn Boynton Beach CRA Meeting**

- 2) **Reconvene the City Commission Meeting**

- E. **PROPOSED RESOLUTION NO. R17-057** - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) for the CRA funding of the Town Square Redevelopment Project for an amount not to exceed \$2,100,000.

- F. **PROPOSED RESOLUTION NO. R17-058** - Amend the adopted FY 2016-2017 General Fund

Budget from \$79,401,314 to \$83,766,737, an increase of \$4,365,423.

- G. **PROPOSED RESOLUTION NO. R17-059** - Authorize the Mayor to sign the Town Square Redevelopment Phase I Services Agreement with E2L Real Estate Solutions, LLC of Winter Park, FL.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. None

7. BIDS AND PURCHASES OVER \$100,000 - None

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. None

10. CITY MANAGER'S REPORT - None

11. UNFINISHED BUSINESS - None

12. NEW BUSINESS - None

13. LEGAL - None

14. FUTURE AGENDA ITEMS - None

15. ADJOURNMENT

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CITY SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CITY. PLEASE CONTACT THE CITY CLERK'S OFFICE, (561) 742-6060 OR (TTY) 1-800-955-8771, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

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



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION:

Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner McCray

Roll Call

Agenda Approval:

1. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
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CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION:

Staff presentation on update of Town Square

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Other	Staff Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Pyle, Judith	Approved	6/9/2017 - 4:51 PM



Town Square Redevelopment

Phase I Services Agreement Discussion

Date: June 8, 2017

Current Estimated Schedule

- Draft RFQ Review – September 20, 2016
- Final RFQ Publication – October 10, 2016
- Part I Team Shortlist – January 17, 2017
- Part II Final Team Selection – April 18, 2017
- **Phase I Svcs Agreement Approval – June 12, 2017**
- Public Meetings / Charrettes – July through August
- Phase I Services Completion – November 2017

Current Requested Action

- Review and approve an ILA with the CRA for \$2,100,000 to cover the cost for Phase I services for the High School and Town Square
- Review and approve a Resolution to amend the FY16-17 budget to appropriate \$4,365,423 to fund Phase I services
 - \$2,265,423 of the appropriation is from the unappropriated fund balance and will only be used if the City does not proceed to Phase II of the project
- Review and approve a Resolution authorizing the execution of the Phase I Services Agreement with E2L Real Estate Solutions

Project Summary

- Public – Private Partnership to redevelop Town Square (16.5 Acres) with mixed use development that includes:
 - New City Hall & associated parking
 - Rehabilitation and repurposing of the Old High School
 - New Police Station
 - New Fire Station #1
 - Open space, park, play area with associated parking
 - Private uses including townhomes, apartments, hotel and retail space

Current Conceptual Site Plan



PH LEGEND: TOWN SQUARE REDEVELOPMENT

- A 1 Existing Historic High School
- A 2 Existing Historic Children's Museum
- D 3A Existing Library
- D 3B Existing Library Converted to City Hall Addition
- D 4 New City Hall
- H 5 Hotel with Ground Floor Retail
- G 6 Residential Apartments
- F 7 Residential Townhomes
- 8 Parking
- G 8A Garage A: 834 spaces (7 stories)
- D 8B Garage B: 372 spaces (4 stories)
- H 8C Garage C: 240 spaces (4 stories)
- 8D Surface Lot: 56 spaces
- A 8E Surface Lot: 33 spaces
- 8F On Street Parking: 112 spaces
- E 9 New City Commons Park
- E 10 New Amphitheater
- A 11 New Kapok Park with Splash Pad Playground
- A 12 Relocated Kids Kingdom Playgrounds
- H 13 New Promenade Park
- F 14 Assisted Living Facility (ALF and Memory Care)
- B 15 New Fire Station
- B 16 New Police Station

LEGEND: ADJACENT COMMERCIAL PARCEL

- I 17 Office with Ground Floor Retail
- I 18 Parking
- I 18A Surface Lot: 20 spaces
- I 18B Surface Lot: 46 spaces

PROGRAM SUMMARY TOWN SQUARE REDEVELOPMENT

- A. New City Hall: 30,000 SF (3 stories)
 - Ground Level Retail: 5,000 SF
- B. Existing Library converted to City Hall: 25,000 SF (2 stories)
- C. Existing Library: 32,500 (2 stories)
- D. Existing Children's Museum: 8,288 SF (2 stories)
- E. Historic High School Renovation: 28,536 SF (2 stories)
 - Ground Level Retail: 3,000 SF
- F. Residential Apartments: 1: 230 units (8 stories)
- G. Residential Apartments: 2: 224 units (8 stories)
- H. Assisted Living Facility: 144 units (5 stories)
- I. Residential Townhomes: 10 (2 stories)
- J. Hotel / Commercial: (6 stories)
 - Hotel: 120 Keys
 - Ground Level Retail: 14,000 SF
 - Parking (4 stories)

- K. Total Parking Provided: 1,647 spaces (Needed: 1,622 spaces)
- L. City Commons Park: 0.90 acres
- M. Kapok Park: 0.63 acres
- N. Promenade Park: 0.22 acres
- O. Kids Kingdom Playgrounds: 15,000 SF
- P. New Fire Station
- Q. New Police Station

PROGRAM SUMMARY: ADJACENT COMMERCIAL PARCEL

- Office/Commercial: 12,800 SF (2 stories)
- Office: 6,400 SF
- Ground Level Retail: 6,400 SF
- Total Parking Provided: 66 spaces

Project Cost Estimate

Town Square	
City Hall (50,000 SF)	\$ 11,750,000
Parking Garage (340 Spaces)	\$ 5,900,000
Library Renovations	\$ 2,200,000
Building Demolitions	\$ 2,100,000
Site Infrastructure	\$ 12,500,000
Police	\$ 19,200,000
Fire Station #1	\$ 3,900,000
High school	\$ 10,100,000
Parking Garage (900+ Spaces)	\$ 18,000,000
Development Costs (Real Est., Bonds, Lease, etc)	\$ 2,000,000
Soft Costs (not incl in D-B) (Arch, Eng, Surveying, Fees, Legal, Public outreach)	\$ 2,275,000
Finishes (Furniture, etc...)	\$ 2,000,000
Carrying Cost during Const.	\$ 1,400,000
Construction Contingency	\$ 1,175,000
Total Public Project Cost	\$ 94,500,000

Financial Analysis

Total Estimated Capital Cost \$ 94,500,000

Less:

Estimated Land Sales \$ 7,000,000

Estimated City CIP Contribution \$ 3,775,000

Estimated Utility Expenses (District
Energy, W/S Inf) \$ 5,000,000

Estimated Private Funding (CDD
Assessment) \$ 10,000,000

CRA High School Funding \$ 1,500,000

Total Funding Requirement \$ 67,225,000

***Annual Cost (Estimated)* \$ 4,500,000**

Project Capital Contributions

- **Land Sales for Private Development** – The land that would be utilized for private development will be sold to help finance the public project
- **City CIP Contribution** – The current 5 Year CIP contains funds for repairing the existing buildings that would be moved to help offset costs of the new buildings
- **Utility Expenses** – Utilities CIP contains funds to upgrade the water & sewer lines in Town Square that will be used on this project. The Utility is also considering adding a chilled water utility that would provide energy to the buildings. These are direct expenses from the Utility

Project Capital Contributions (Cont.)

- **Private Funding** – The current proposal includes setting up a Community Development District operated by the City to fund the north garage and high school renovation. Private development will have a CDD assessment to fund the portion of the garage used for the private development
- **CRA High School Funding** – CRA funding identified to start the construction of the high school

Projected Cash Flow & Funding Source

25 Year, 5% Bond Payments (single or combined bonds)

Cash Flow from Sources	City	CRA TIF	CRA Projects	Other*	Total
Partial Payment 2018	\$0	\$0	\$2,500,000	\$200,000	\$2,700,000
2019	\$600,000	\$0	\$3,700,000	\$200,000	\$4,500,000
2020	\$600,000	\$0	\$3,700,000	\$200,000	\$4,500,000
2021	\$600,000	\$0	\$3,700,000	\$200,000	\$4,500,000
2022	\$600,000	\$1,300,000	\$2,250,000	\$350,000	\$4,500,000
2023	\$600,000	\$1,300,000	\$2,250,000	\$350,000	\$4,500,000
2024	\$600,000	\$1,300,000	\$2,250,000	\$350,000	\$4,500,000
2025	\$600,000	\$1,300,000	\$2,250,000	\$350,000	\$4,500,000
2026	\$600,000	\$1,300,000	\$2,250,000	\$350,000	\$4,500,000
2027	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2028	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2029	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2030	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2031	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2032	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2033	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2034	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2035	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2036	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2037	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2038	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2039	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2040	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2041	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2042	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2043	\$1,200,000	\$1,300,000	\$1,500,000	\$500,000	\$4,500,000
2044	\$1,200,000	\$0	\$0	\$500,000	\$1,700,000
Total	\$26,400,000	\$28,600,000	\$50,350,000	\$11,550,000	\$116,900,000

* District Energy Utility Rebates, Parking Revenue, Event Revenue, etc...

Project Benefits

- Replaces 60 year old buildings that are beyond useful lifecycle
- Provides land for private development increasing the City/CRA tax base
- Creates downtown green spaces which provides multiple venues for activities
- Adaptive reuse of the historic high school for public use
- The project will become a catalyst for an energetic downtown and a distinct cultural district fulfilling the City's Strategic Plan

What's Next?

- The first step is to develop a master site plan and building plans that meet the City's vision and needs
- Once the plans are developed, a final financial plan will be developed to cover the capital cost of the public portion of the project
- This is Phase I of the project
- Phase I will include public input on the architectural style, open space functionality and the interactive play areas
- At the end of Phase I, the City will make a decision to move the project into construction

Phase I Summary

The Phase I Services Agreement includes:

- Develop a master site plan and receiving a development order for that site plan
- Develop 30% building plans for all public buildings
- Develop the financing structure for the public infrastructure costs
- Develop plans and start the rehabilitation of the old high school

Proposed Funding for Phase I

- \$1,500,000 for the High School Renovation is proposed to be funded from the current CRA Budget
- Staff is also proposing that the CRA set aside \$600,000 for Town Square Phase I expenses
- The remaining set aside \$2,265,423 requires a budget amendment by Resolution from unappropriated fund balance
- These funds would be transferred back to the unappropriated fund balance when the project moves to Phase II

Phase I Budget

Capital Costs for City Projects	Phase I
	\$ 840,091.00
Town Square	
City Hall (50,000 SF)	
Library Renovations	
Building Demolitions	
Site Infrastructure	
Police	\$ 587,308.00
Fire Station #1	\$ 275,180.00
High school	\$ 1,500,000.00
Parking Garage (340 Sp)	\$ 75,000.00
Parking Garage(900+ Spaces)	\$ 75,000.00
Development Costs	\$ 579,000.00
<i>(Real Est., Bonds, Lease, etc)</i>	
Soft Costs (not incl in D-B)	\$ 433,844.00
<i>(Arch, Eng, Surveying, Fees, Legal, Public outreach)</i>	
Finishes (Furniture, etc...)	
Carrying Cost during Const.	
Construction Contingency	
Total Phase I Cost	\$ 4,365,423.00

Public Input

- The team will hold charrettes and workshops to gather public input on various design features of the project including:
 - Architectural Style including interior design characteristic of the High School
 - Open Space Layout
 - Activity Zones including playgrounds and event venues
 - Master Site Plan for the whole site
 - Landscaping and Signage
- These workshops will occur in July and August to facilitate the vision for the project

Items for Consideration

CRA Board

- Approving an agreement with the City to reimburse the City for the High School construction in the amount of \$2,100,000

City Commission

- Review and approve an ILA with the CRA for \$2,100,000 to cover the cost for Phase I services for the High School and Town Square
- Review and approve a Resolution to amend the FY16-17 budget to appropriate \$4,365,423 to fund Phase I services
- \$2,265,423 of the appropriation is from the unappropriated fund balance and will only be used if the City does not proceed to Phase II of the project
- Review and approve a Resolution authorizing the execution of the Phase I Services Agreement with E2L Real Estate Solutions



Questions?



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION:

- 1) Recess City Commission Meeting
 - 2) Call Boynton Beach CRA Meeting to Order
-

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	6/9/2017 - 4:48 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION:
CRA BOARD ITEM:

Consideration of CRA funding for the services provided under Town Square Project Phase I Services Agreement (**See Attached CRA Agenda Item**)

EXPLANATION OF REQUEST: See Attached

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT:
N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Other	CRA Agenda Item

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	6/9/2017 - 4:49 PM



CRA BOARD MEETING OF: June 12, 2017-Special Meeting

Consent Agenda	Old Business	X New Business	Legal	Information Only	CRAAB
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AGENDA ITEM: III.A.

SUBJECT: Consideration of CRA funding for the services provided under Town Square Project Phase I Services Agreement

SUMMARY: As identified in the 2016 CRA Redevelopment Plan, the Town Square Mixed Use Project is an important catalyst to the redevelopment of both the Cultural and Boynton Beach Boulevard Districts. Providing CRA funding to assist in the completion of such a large scale and significant project has been long supported by the plan and Board.

The development team of E2L, LLC has presented their Town Square Project Phase I Services Agreement to the City Commission at their Special Meeting being held on June 12, 2017 and will require project funding in the amount of \$2,100,000 in order to begin their proposed project design and initial renovations of the historic High School under the scope of this agreement.

Under the current CRA approved budget for Fiscal Year 2016-2017, funding is available in the amount of \$450,000 in the Project Fund, the Town Square Project line item as well as available funding in the amount of \$185,301 within the Project Fund, the Old High School Stabilization line item. In addition, at the April 11, 2017, meeting, the CRA Board approved the reallocation of available funding in the amount \$1,500,000 from unrealized projects and unassigned fund balance that can be used to fund the Town Square request (see Attachment I).

FISCAL IMPACT: \$2,100,000 from FY 2016 – 2017 Budget Line items 02-58200-405, 02-58200-406, General Fund Unassigned Fund balance and the Proceeds from sale of 211 E. Ocean Avenue.

CRA PLAN/PROJECT/PROGRAM: 2016 Boynton Beach Community Redevelopment Plan (Cultural District and Boynton Beach Blvd. District)

CRAAB RECOMMENDATION: N/A

CRA BOARD OPTIONS:

1. Approve the use of CRA funding in the amount of \$2,100,000 for the services provided under Town Square Project Phase I Services Agreement
2. Do not approve the use of CRA funding in the amount of \$2,100,000 for the services provided under Town Square Project Phase I Services Agreement

A handwritten signature in blue ink, appearing to read "Michael Simon", is written over a horizontal line.

Michael Simon, Interim Executive Director

ATTACHMENT I

Summary of FY 2016-2017 - Project Fund - Capital Projects

As of: March 31, 2017	Budget	YTD thru 3/31/17	Remaining Budget	Estimated Expenditures thru Year-End	Balance Available for Reallocation
Capital Outlay - 02-58200					

Property Purchases - 02-58200-401	\$ 1,136,607	\$ 380,422	\$ 756,185	\$ 756,185	\$ -
Construction In Progress - 02-58200-404					
Marina - Open Space	\$ 200,000	\$ 18,549	\$ 181,452	\$ 80,000	\$ 101,452
211 E. Ocean - Renovation Grant	\$ 200,000	\$ -	\$ 200,000	\$ 200,000	\$ -
Dog Park	\$ 698,897	\$ -	\$ 698,897	\$ -	\$ 698,897
Sub-Total	\$ 1,098,897	\$ 18,549	\$ 1,080,349	\$ 280,000	\$ 800,349
Site Work & Demolition - 02-58200-405					
Site Work & Demolition	\$ 100,000	\$ 2,818	\$ 97,182	\$ 97,182	\$ -
Stabilization of Old High School-Roof/Windows	\$ 450,000	\$ -	\$ 450,000	\$ 450,000	\$ -
Sub-Total	\$ 550,000	\$ 2,818	\$ 547,182	\$ 547,182	\$ -
Infrastructure & Streetscape - 02-58200-406					
Town Square Project	\$ 185,450	\$ 149	\$ 185,301	\$ 185,301	\$ -
MLK Corridor Redevelopment, CRA Property	\$ 1,162,000	\$ -	\$ 1,162,000	\$ 1,162,000	\$ -
Model Block	\$ 450,000	\$ 44,898	\$ 405,102	\$ 405,102	\$ -
Sub-Total	\$ 1,797,450	\$ 45,047	\$ 1,752,403	\$ 1,752,403	\$ -
Total Capital Outlay/Projects	\$ 4,582,954	\$ 446,836	\$ 4,136,119	\$ 3,335,770	\$ 800,349

Other Available Funding Sources

1. General Fund Unassigned Fund Balance from 9/30/16 Audit	\$ 671,636
Note: \$839,545 less 20% Self-Funded Insurance Reserve of \$167,909	
2. Proceeds from sale of 211 E. Ocean Avenue	\$ 240,105

Total Available for Reallocation 3/31/17▶	\$ 1,712,090
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NOTE: CRA Board Meeting 04-11-2017 - Approved Reallocation of \$212,090 from Dog Park to Economic Development Grants \$ (212,090)

Remaining Balance for Reallocation/Rollover in FY 2017/18 Budget	\$ 1,500,000
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CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION:
CRA BOARD ITEM:

Consideration of Interlocal Agreement with the City of Boynton Beach to provide funding for services under the Town Square Project Phase I Services Agreement for an amount not to exceed \$2,100,000. **(See Attached CRA Agenda Item)**

EXPLANATION OF REQUEST:
See Attached CRA Agenda Item

The City is contemplating entering into an services agreement with E2L Real Estate Solutions, LLC for this project. CRA and City staff has reviewed the elements of the project and concluded that certain costs of the project can be funded by the CRA under the scope of the CRA's Ocean District Plan and the CRA's 2016 Redevelopment Plan.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The ILA will allow the CRA to fund costs associated with the project that the City is expecting to move forward.

FISCAL IMPACT: CRA will provide up to \$2,100,000 towards the Town Square Project as outlined in the ILA.

ALTERNATIVES: Do not approve ILA.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Interlocal Agreement	CRA Agenda Item ILA with City
▣ Exhibit	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	6/9/2017 - 4:52 PM



CRA BOARD MEETING OF: June 12, 2017-Special Meeting

Consent Agenda	Old Business	X New Business	Legal	Information Only	CRAAB
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AGENDA ITEM: III.B.

SUBJECT: Consideration of Interlocal Agreement with the City of Boynton Beach to provide funding for services under the Town Square Project Phase I Service Agreement

SUMMARY: As identified in the 2016 CRA Redevelopment Plan, the Town Square Mixed Use Project is an important catalyst to the redevelopment of both the Cultural and Boynton Beach Boulevard Districts. Providing CRA funding to assist in the completion of such a large scale and significant project has been long supported by the plan and Board.

The development team of E2L, LLC has presented their Town Square Project Phase I Services Agreement to the City Commission at their Special Meeting being held on June 12, 2017 and will require project funding in the amount of \$2,100,000 in order to begin their proposed project design and initial renovations of the historic High School under the scope of this agreement.

Under the current CRA approved budget for Fiscal Year 2016-2017, funding is available in the amount of \$450,000 in the Project Fund, the Town Square Project line item as well as available funding in the amount of \$185,301 within the Project Fund, the Old High School Stabilization line Item. In addition, at the April 11, 2017, meeting, the CRA Board approved the reallocation of available funding in the amount \$1,500,000 from unrealized projects and unassigned fund balance that can be used to fund the Town Square request (see Attachment I).

As the efforts put forth under the Town Square Redevelopment Project will demonstrate further and continued advancement of the goals and mission of the CRA Redevelopment Plan, staff and legal counsel support the use of CRA funds to provide funding of these project services. The first term of the ILA will terminate on September 30, 2018 and provides funding for the not to exceed \$2,100,000. The CRA Board and City Commission may mutually agree to extend the ILA on a one time basis upon the agreement of both parties (see Attachment II).

FISCAL IMPACT: \$2,100,000 from FY 2016 – 2017 Budget Line items 02-58200-405, 02-58200-406, General Fund Unassigned Fund balance and the Proceeds from sale of 211 E. Ocean Avenue.

CRA PLAN/PROJECT/PROGRAM: 2016 Boynton Beach Community Redevelopment Plan (Cultural District and Boynton Beach Blvd. District)

CRAAB RECOMMENDATION: N/A

CRA BOARD OPTIONS:

1. Approve the Interlocal Agreement with the City of Boynton Beach to provide funding for services under the Town Square Project Phase I Service Agreement the amount of \$2,100,000
2. Do not approve the Interlocal Agreement with the City of Boynton Beach to provide funding for services under the Town Square Project Phase I Service Agreement the amount of \$2,100,000

Michael Simon, Interim Executive Director

ATTACHMENT I



CRA BOARD MEETING OF: June 12, 2017-Special Meeting

Consent Agenda	Old Business	X New Business	Legal	Information Only	CRAAB
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AGENDA ITEM: III.A.

SUBJECT: Consideration of CRA funding for the services provided under Town Square Project Phase I Services Agreement

SUMMARY: As identified in the 2016 CRA Redevelopment Plan, the Town Square Mixed Use Project is an important catalyst to the redevelopment of both the Cultural and Boynton Beach Boulevard Districts. Providing CRA funding to assist in the completion of such a large scale and significant project has been long supported by the plan and Board.

The development team of E2L, LLC has presented their Town Square Project Phase I Services Agreement to the City Commission at their Special Meeting being held on June 12, 2017 and will require project funding in the amount of \$2,100,000 in order to begin their proposed project design and initial renovations of the historic High School under the scope of this agreement.

Under the current CRA approved budget for Fiscal Year 2016-2017, funding is available in the amount of \$450,000 in the Project Fund, the Town Square Project line item as well as available funding in the amount of \$185,301 within the Project Fund, the Old High School Stabilization line item. In addition, at the April 11, 2017, meeting, the CRA Board approved the reallocation of available funding in the amount \$1,500,000 from unrealized projects and unassigned fund balance that can be used to fund the Town Square request (see Attachment I).

FISCAL IMPACT: \$2,100,000 from FY 2016 – 2017 Budget Line items 02-58200-405, 02-58200-406, General Fund Unassigned Fund balance and the Proceeds from sale of 211 E. Ocean Avenue.

CRA PLAN/PROJECT/PROGRAM: 2016 Boynton Beach Community Redevelopment Plan (Cultural District and Boynton Beach Blvd. District)

CRAAB RECOMMENDATION: N/A

CRA BOARD OPTIONS:

1. Approve the use of CRA funding in the amount of \$2,100,000 for the services provided under Town Square Project Phase I Services Agreement
2. Do not approve the use of CRA funding in the amount of \$2,100,000 for the services provided under Town Square Project Phase I Services Agreement

A handwritten signature in blue ink, appearing to read "Michael Simon", is written over a horizontal line.

Michael Simon, Interim Executive Director

Summary of FY 2016-2017 - Project Fund - Capital Projects

As of: March 31, 2017	Budget	YTD thru 3/31/17	Remaining Budget	Estimated Expenditures thru Year-End	Balance Available for Reallocation
Capital Outlay - 02-58200					

Property Purchases - 02-58200-401	\$ 1,136,607	\$ 380,422	\$ 756,185	\$ 756,185	\$ -
Construction In Progress - 02-58200-404					
Marina - Open Space	\$ 200,000	\$ 18,549	\$ 181,452	\$ 80,000	\$ 101,452
211 E. Ocean - Renovation Grant	\$ 200,000	\$ -	\$ 200,000	\$ 200,000	\$ -
Dog Park	\$ 698,897	\$ -	\$ 698,897	\$ -	\$ 698,897
Sub-Total	\$ 1,098,897	\$ 18,549	\$ 1,080,349	\$ 280,000	\$ 800,349
Site Work & Demolition - 02-58200-405					
Site Work & Demolition	\$ 100,000	\$ 2,818	\$ 97,182	\$ 97,182	\$ -
Stabilization of Old High School-Roof/Windows	\$ 450,000	\$ -	\$ 450,000	\$ 450,000	\$ -
Sub-Total	\$ 550,000	\$ 2,818	\$ 547,182	\$ 547,182	\$ -
Infrastructure & Streetscape - 02-58200-406					
Town Square Project	\$ 185,450	\$ 149	\$ 185,301	\$ 185,301	\$ -
MLK Corridor Redevelopment, CRA Property	\$ 1,162,000	\$ -	\$ 1,162,000	\$ 1,162,000	\$ -
Model Block	\$ 450,000	\$ 44,898	\$ 405,102	\$ 405,102	\$ -
Sub-Total	\$ 1,797,450	\$ 45,047	\$ 1,752,403	\$ 1,752,403	\$ -
Total Capital Outlay/Projects	\$ 4,582,954	\$ 446,836	\$ 4,136,119	\$ 3,335,770	\$ 800,349

Other Available Funding Sources

1. General Fund Unassigned Fund Balance from 9/30/16 Audit	\$ 671,636
Note: \$839,545 less 20% Self-Funded Insurance Reserve of \$167,909	
2. Proceeds from sale of 211 E. Ocean Avenue	\$ 240,105

Total Available for Reallocation 3/31/17▶	\$ 1,712,090
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NOTE: CRA Board Meeting 04-11-2017 - Approved Reallocation of \$212,090 from Dog Park to Economic Development Grants \$ (212,090)

Remaining Balance for Reallocation/Rollover in FY 2017/18 Budget	\$ 1,500,000
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ATTACHMENT II

**INTERLOCAL AGREEMENT BETWEEN THE CITY
OF BOYNTON BEACH AND THE BOYNTON
BEACH COMMUNITY REDEVELOPMENT
AGENCY FOR THE FUNDING OF CERTAIN
PORTIONS OF THE TOWN SQUARE PROJECT**

THIS AGREEMENT is made this ____ day of _____, 2017 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”).

W I T N E S S E T H:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan (“Plan”) calls for the redevelopment of the Cultural District and the Boynton Beach Boulevard District as those Districts are described in the Plan; and

WHEREAS, the City and the CRA desire to provide funding for a project known as the Town Square Redevelopment Project (“Project”), which falls within the CRA boundaries, and more specifically, in the Cultural District and the Boynton Beach Boulevard District; and

WHEREAS, the City has contracted with E2L, LLC for the Project under the “Town Square Project-Phase I Services Agreement;” and

WHEREAS, the Project furthers the CRA’s Community Redevelopment Plan (“Plan”) because the Project will help prevent and eliminate slum and blight within the Redevelopment Area, and will provide the opportunity to redevelop the area within the Project (“Project Area”) in accordance with the Plan; and

WHEREAS, the CRA is limited by § 163.370(3), Florida Statutes from making certain expenditures; and

WHEREAS, the CRA desires to reimburse the City for certain expenses related to the Project that are not prohibited by the Florida Statutes; and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds to implement a portion of the Project is consistent with the Community Redevelopment Plan and Florida Statutes; and

WHEREAS, the CRA and the City find that this funding agreement serves a municipal and public purpose, furthers the Plan, and is in the best interest of the health, safety, and welfare of the residents and business owners within the Community Redevelopment Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein.
2. **Obligations of the CRA.** The CRA shall provide funding to the City in the maximum amount of \$2,100,000 to be used for reimbursement of certain costs not prohibited by § 163.370(3), Florida Statutes after receipt of a request meeting the requirements of this paragraph. Upon receipt of a complete, written request from the City, the CRA shall make payments to the City on a quarterly basis for the reimbursement of direct expenses related to the Project related activities consistent with the Plan. In order to be deemed complete, the written request from the City for payment must include copies of receipts and invoices indicating the amount and the purpose for the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty (30) days of receipt of a complete request from the City.

3. **Obligations of the City.**

- a. The City shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.
- b. The City shall ensure that the Project is designed and constructed in compliance with the Plan.
- c. On a quarterly basis, at the same time it submits any request for reimbursement, the City shall provide a written report to the CRA documenting the status of the Project and the compliance of the Project with the Plan.
- d. The City shall be responsible for overseeing the Project and contracting with E2L, LLC and other entities as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.
- e. 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 § 163.370(3), Florida Statutes.

4. The Parties agree that the CRA shall be responsible only for providing reimbursement for certain expenses for the Project, as more specifically identified in Exhibit A, and shall not otherwise be responsible for effectuating the Project.

5. 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 or the faulty equipment (including equipment installation and removal) of the Project. 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 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.

6. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and shall terminate on September 30, 2018 (“Termination Date”). The CRA shall not be required to reimburse the City for any requests submitted after the Termination Date. The term of the Agreement may be extended one time for a period of one year and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for intended purposes of this Agreement in the subsequent fiscal year’s budget. Such extension is only effective upon the execution of a written amendment signed by both Parties. 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.

7. **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.

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

9. **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 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, and may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents of the City and Redevelopment Area. 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.

10. **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.

11. **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.

12. **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.

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..

14. **Governing Law and Venue.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. 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.

15. **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.

16. **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.

CITY:	Lori LaVerriere, City Manager City of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33435
CRA:	Michael Simon, Interim Executive Director Boynton Beach CRA 710 N. Federal Highway Boynton Beach, Florida 33435
Copies To:	James A. Cherof Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Tara Duhy, Esquire Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, Florida 33401

17. **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.

18. **Interpretation.** 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.

IN WITNESS WHEREOF, the City and the CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF BOYNTON BEACH,
a Florida municipal corporation

Judith Pyle, City Clerk

By: _____
Steven B. Grant, Mayor

Approved as to Form:

(SEAL)

Office of the City Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

Office of the CRA Attorney

By: _____
Steven B. Grant, Chair

Phase I Development Services E2L Real Estate Solutions, LLC (Attachment B)
Boynton Beach Town Square Public Sector -25 or 30 year term lease

Site Area: 16.0000 Acres (estimated on 1647 parking spaces)
Building Area: 960,000 Gross Square Feet (pending final program)
Rentable Square Feet
Net Usable Square Feet

I. Development Costs		<u>Amount</u>	<u>Per GSF (Building)</u>	<u>% Category</u>	<u>Comment</u>
Land-Police and Fire parcel offsite, remaining acre in town square for public 7 acres with 9 acres to be converted to private (verify with alta survey)	N/A				City currently owns/sale option under bonds to be considered for cashflow
Adjoining property purchase of existing condos	N/A				Confirm with Boynton Beach
Land Closing real estate commissions and Carry Cost	Phase II				
Traffic Study	Phase II				Confirm with Boynton Beach
Appraisal	Phase II				May need secondary for land closings
Title Insurance	Phase II				Estimate
Environmental (Phase I)	Phase II				City will address all related work necessary to prepare and address plan for remediation
Survey ALTA at Acquisition (post construction)	Phase II				Estimate
Legal Fees - Contact (Byrd Campbell) Jeff Bahnson		\$54,000			115 hours plus travel
Legal Fees - Zoning (Michael Weiner)		\$25,000			Estimate for master plan submission during phase I council hearings
Palm County and City Transfer Tax	Phase II				Estimate to be confirmed for private development
Real Estate Tax Carry	Phase II				Same as transfer tax above
Lender Financing Fee	Phase II				With CFP services and fees below
Lender Architect / Inspections	Phase II				Est. - 24 inspec at \$1.5K each-confirm with Dick Ward
Lease Commission brokers	Phase II				Costs for E2L services related to real estate services
Guarantor Fee	Phase II				verify with Dick Ward on equity
Other Closing Costs	Phase II				Partner pursuit expenses
Other Contingency	Phase II				Estimate
Subtotal		\$79,000			
II. Soft Costs		<u>Amount</u>	<u>Per GSF (Building)</u>	<u>% Category</u>	<u>Comment</u>
Architect & Engineering - Structural (A/I/S/M/E/P)	Phase II				With each building costs below
Added Services (A&E)-Allowance to GMP	Phase II				specialty design services?
Security / Blast (Hinman)	N/A				N/A
Civil Landscape	Phase II				estimate to be validated with Kimley Horn-Carried with Baker Barrios in Master Plan Haskell D/B costs below
Brownfield services-Cardno	N/A				City to handle services through CRA
Soil Surveys, Geotech, & Environmental-GFA	N/A				Boynton Beach to provide as needed for Phase I services
Public Relations Firm		\$50,000			Merchant Strategies/LDG-see Y1 proposal provided with City concurrence set 6.8.17 call
Partnering / Conf Fees & Costs		\$30,000			2 meetings at \$15k each
Road Bonds	Phase II				confirm with City/State if required
Site & Building Permits	Phase II				Estimate-Negotiate with City to reduce for overall development
Water & Sewer / Utility Impact Fees	Phase II				By City of Boynton Beach
Construction Photo Documentation		\$10,000			Vaktare-Complete record documentation of existing conditions for archives
Insurance		\$12,000			Contract coverages at \$1MM occurrence plus, Builders risk to be determine.
Reimbursable / Printing		\$10,000			Allowance to cover Phase I deliverables-use electronic
Legal and Bond Project Management Fees-Best & Flaggan		\$175,000			April,18th award to 5 month services for Phase I with Community Facilities Partners.
Soft Cost Contingency	Phase II				to be negotiated upon definition of Phase II scope
Subtotal		\$287,000			

Phase I Development Services E2L Real Estate Solutions, LLC (Attachment B)
Boynton Beach Town Square Public Sector -25 or 30 year term lease

Site Area:	16.0000	Acres (estimated on 1647 parking spaces)
Building Area:	960,000	Gross Square Feet (pending final program)
		Rentable Square Feet
		Net Usable Square Feet

III. Construction Period Costs	Amount	Per GSF (Building)	% Category	Comment
Police Building (70,000 SF)	\$587,308			HJHlgh and ADG-see scope and proposal letter
Fire Station	\$275,180			HJHlgh and ADG-see scope and proposal letter
City Hall (50,000 SF)	\$840,091			Confirm with Haskell and Baker
Library Renovations	w/City Hall above			determine scope of work, ADA and structural adjustments to accommodate City Hall
Parking garages 8B 340 cars using \$15,000 Per Space	\$150,000			Finrock to complete as design build offering-foundation design to be conservative with no soil borings available
Building demolitions for Police, Fire, Garage, City Hall, Civic Center Phase II				Work to be completed in phases as priced and scheduled by D.H Griffin
Site Infrastructure Improvements	w/City Hall above			Haskell and Kimley Horn to establish budget to address roads, hardscape, landscape and park areas-City to handle all utilities to the buildings with parameter roads
Historical High School renovations	\$1,500,000			Look at secondary Bond issuance for project if needed by Straticon, to be paid direct with CRA funding
Dunlap and Associates on Financial pro-forma for bonds, revenues	\$45,000			5 months services to be validated with City Financial consultant based on conference call 6.8.17
Partnership Trailer	Phase II			assume 30 months on site
Quality Control Trailer	Phase II			Co-locate if reasonable
Preconstrucion Management services by E2L	\$75,000			30 % to concur with Phase I services,
City consultant for Phase I services (Stantec)	\$100,000			Prepaid with award notice
Development Fee	\$235,000			Phase I at 5 months/\$47,000 month with off ramp fee per contract if Phase II not elected to proceed.
Original equity fee for Phase I services	\$45,000			1.5% of Phase I cost
Subtotal	\$3,852,579			

IV. Interest	(at	5.00%	per annum compounded monthly)
Item	at	Coverage	Months
To shell completion:			
Dev. Costs (I)		100%	12
Soft costs (II)		100%	12
Construction Period Costs (III)		65%	12
After shell completion :			
Carry on all costs to date during			
i. Average Vacancy		100%	0
ii. Average Rent Abatement		100%	0
			0
Interest on Tenant Improvements, Leasing Commissions & Space Planning		50%	0
Subtotal	\$146,844	\$0.00	3.4%

Total Development Cost	\$4,365,423	\$0.00
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CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION:

- 1) Adjourn Boynton Beach CRA Meeting
- 2) Reconvene the City Commission Meeting

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	6/9/2017 - 4:48 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION:

PROPOSED RESOLUTION NO. R17-057 - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) for the CRA funding of the Town Square Redevelopment Project for an amount not to exceed \$2,100,000.

EXPLANATION OF REQUEST:

On June 12, 2017, the CRA Board approved an Interlocal agreement between the City and CRA for funding assistance of the Town Square Redevelopment Project.

The City is contemplating entering into an services agreement with E2L Real Estate Solutions, LLC for this project. City and CRA staff has reviewed the elements of the project and concluded that certain costs of the project can be funded by the CRA under the scope of the CRA's Ocean District Plan and the CRA's 2016 Redevelopment Plan.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The ILA will allow the CRA to fund costs associated with the project that the City is expecting to move forward.

FISCAL IMPACT: CRA will provide up to \$2,100,000 towards the Town Square Project as outlined in the ILA.

ALTERNATIVES: Do not approve ILA.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Resolution	Reso - ILA with CRA
▣ Interlocal Agreement	ILA with CRA-Town Square
▣ Exhibit	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	6/9/2017 - 4:56 PM

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RESOLUTION NO. R17-__

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,
FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO
SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY FOR THE CRA FUNDING OF
PORTION OF THE TOWN SQUARE DEVELOPMENT PROJECT
IN AMOUNT NOT TO EXCEED \$2,100,000; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS; The City of Boynton Beach (“City”) and the Boynton Beach
Community Redevelopment Agency (“CRA”) have for several years jointly pursued
redevelopment of property within the CRA redevelopment area bounded on the north by
Boynton Beach Boulevard, on the south by SE 2nd Avenue, the west by Seacrest Boulevard
and the east by SE 1st Street. The area is commonly known as the “Town Square Project”
 (“Project”). and

WHEREAS, the CRA has determined that certain costs of the Project can be funded
by the CRA under the scope of the CRA’s Ocean District Plan and the CRA’s 2016
Redevelopment Plan; and

WHEREAS, the City has entered into a Development Agreement for the Project that
includes improves which can and need be funded by the CRA; and

WHEREAS, the attached Interlocal Agreement contains the details of the CRA
funding commitments associated with the Project.

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

[Type text]

25 **Section 1.** Each Whereas clause set forth above is true and correct and
26 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 for CRA funding of portions of the Town Square Project, a copy of said Interlocal Agreement is attached hereto as Exhibit “A”.

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

33 **PASSED AND ADOPTED** this day of , 2017.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Steven B. Grant

Vice Mayor – Justin Katz

Commissioner – Mack McCray

Commissioner – Christina L. Romelus

Commissioner – Joe Casello

VOTE

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

[Type text]

**INTERLOCAL AGREEMENT BETWEEN THE CITY
OF BOYNTON BEACH AND THE BOYNTON
BEACH COMMUNITY REDEVELOPMENT
AGENCY FOR THE FUNDING OF CERTAIN
PORTIONS OF THE TOWN SQUARE PROJECT**

THIS AGREEMENT is made this ____ day of _____, 2017 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”).

W I T N E S S E T H:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan (“Plan”) calls for the redevelopment of the Cultural District and the Boynton Beach Boulevard District as those Districts are described in the Plan; and

WHEREAS, the City and the CRA desire to provide funding for a project known as the Town Square Redevelopment Project (“Project”), which falls within the CRA boundaries, and more specifically, in the Cultural District and the Boynton Beach Boulevard District; and

WHEREAS, the City has contracted with E2L, LLC for the Project under the “Town Square Project-Phase I Services Agreement;” and

WHEREAS, the Project furthers the CRA’s Community Redevelopment Plan (“Plan”) because the Project will help prevent and eliminate slum and blight within the Redevelopment Area, and will provide the opportunity to redevelop the area within the Project (“Project Area”) in accordance with the Plan; and

WHEREAS, the CRA is limited by § 163.370(3), Florida Statutes from making certain expenditures; and

WHEREAS, the CRA desires to reimburse the City for certain expenses related to the Project that are not prohibited by the Florida Statutes; and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds to implement a portion of the Project is consistent with the Community Redevelopment Plan and Florida Statutes; and

WHEREAS, the CRA and the City find that this funding agreement serves a municipal and public purpose, furthers the Plan, and is in the best interest of the health, safety, and welfare of the residents and business owners within the Community Redevelopment Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein.
2. **Obligations of the CRA.** The CRA shall provide funding to the City in the maximum amount of \$2,100,000 to be used for reimbursement of certain costs not prohibited by § 163.370(3), Florida Statutes after receipt of a request meeting the requirements of this paragraph. These funds shall be provided only on a "matching" basis with City funding; provided however, the City's matching contribution is not limited to those expenditures permitted by §163.370, Florida Statutes. Upon receipt of a complete, written request from the City, the CRA shall make payments to the City on a quarterly basis for the reimbursement of direct expenses related to the Project related activities consistent with the Plan. In order to be deemed complete, the written request from the City for payment must include copies of receipts and invoices indicating the amount and the purpose for the payment for which the City is seeking reimbursement, as

well as evidence of the City's matching contribution. The CRA shall remit payment to the City within thirty (30) days of receipt of a complete request from the City.

3. **Obligations of the City.**

- a. The City shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.
- b. On a quarterly basis, at the same time it submits any request for reimbursement, the City shall provide a written report to the CRA documenting the status of the Project.
- c. The City shall be responsible for overseeing the Project and contracting with E2L, LLC and other entities as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.
- 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 § 163.370(3), Florida Statutes.

4. The Parties agree that the CRA shall be responsible only for providing reimbursement for certain expenses for the Project, and shall not otherwise be responsible for effectuating the Project.

5. 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 or the faulty equipment (including equipment installation and removal) of the Project. 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 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.

6. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and shall terminate on September 30, 2017 (“Termination Date”). The CRA shall not be required to reimburse the City for any requests submitted after the Termination Date. The term of the Agreement may be extended one time for a period of one year and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for intended purposes of this Agreement in the subsequent fiscal year’s budget. Such extension is only effective upon the execution of a written amendment signed by both Parties. 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.

7. **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.

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

9. **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 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, and may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents of the City and Redevelopment Area. 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.

10. **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.

11. **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.

12. **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.

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..

14. **Governing Law and Venue.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. 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.

15. **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.

16. **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.

CITY:	Lori LaVerriere, City Manager City of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33435
CRA:	Michael Simon, Interim Executive Director Boynton Beach CRA 710 N. Federal Highway Boynton Beach, Florida 33435
Copies To:	James A. Cherof Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Tara Duhy, Esquire Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, Florida 33401

17. **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.

18. **Interpretation.** 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.

IN WITNESS WHEREOF, the City and the CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF BOYNTON BEACH,
a Florida municipal corporation

Judith Pyle, City Clerk

By: _____
Steven B. Grant, Mayor

Approved as to Form:

(SEAL)

Office of the City Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

Office of the CRA Attorney

By: _____
Steven B. Grant, Chair

Phase I Development Services E2L Real Estate Solutions, LLC (Attachment B)
Boynton Beach Town Square Public Sector -25 or 30 year term lease

Site Area: 16.0000 Acres (estimated on 1647 parking spaces)
Building Area: 960,000 Gross Square Feet (pending final program)
Rentable Square Feet
Net Usable Square Feet

I. Development Costs		<u>Amount</u>	<u>Per GSF (Building)</u>	<u>% Category</u>	<u>Comment</u>
Land-Police and Fire parcel offsite, remaining acre in town square for public 7 acres with 9 acres to be converted to private (verify with alta survey)	N/A				City currently owns/sale option under bonds to be considered for cashflow
Adjoining property purchase of existing condos	N/A				Confirm with Boynton Beach
Land Closing real estate commissions and Carry Cost	Phase II				
Traffic Study	Phase II				Confirm with Boynton Beach
Appraisal	Phase II				May need secondary for land closings
Title Insurance	Phase II				Estimate
Environmental (Phase I)	Phase II				City will address all related work necessary to prepare and address plan for remediation
Survey ALTA at Acquisition (post construction)	Phase II				Estimate
Legal Fees - Contact (Byrd Campbell) Jeff Bahnson		\$54,000			115 hours plus travel
Legal Fees - Zoning (Michael Weiner)		\$25,000			Estimate for master plan submission during phase I council hearings
Palm County and City Transfer Tax	Phase II				Estimate to be confirmed for private development
Real Estate Tax Carry	Phase II				Same as transfer tax above
Lender Financing Fee	Phase II				With CFP services and fees below
Lender Architect / Inspections	Phase II				Est. - 24 inspec at \$1.5K each-confirm with Dick Ward
Lease Commission brokers	Phase II				Costs for E2L services related to real estate services
Guarantor Fee	Phase II				verify with Dick Ward on equity
Other Closing Costs	Phase II				Partner pursuit expenses
Other Contingency	Phase II				Estimate
Subtotal		\$79,000			
II. Soft Costs		<u>Amount</u>	<u>Per GSF (Building)</u>	<u>% Category</u>	<u>Comment</u>
Architect & Engineering - Structural (A/I/S/M/E/P)	Phase II				With each building costs below
Added Services (A&E)-Allowance to GMP	Phase II				specialty design services?
Security / Blast (Hinman)	N/A				N/A
Civil Landscape	Phase II				estimate to be validated with Kimley Horn-Carried with Baker Barrios in Master Plan Haskell D/B costs below
Brownfield services-Cardno	N/A				City to handle services through CRA
Soil Surveys, Geotech, & Environmental-GFA	N/A				Boynton Beach to provide as needed for Phase I services
Public Relations Firm		\$50,000			Merchant Strategies/LDG-see Y1 proposal provided with City concurrence set 6.8.17 call
Partnering / Conf Fees & Costs		\$30,000			2 meetings at \$15k each
Road Bonds	Phase II				confirm with City/State if required
Site & Building Permits	Phase II				Estimate-Negotiate with City to reduce for overall development
Water & Sewer / Utility Impact Fees	Phase II				By City of Boynton Beach
Construction Photo Documentation		\$10,000			Vaktare-Complete record documentation of existing conditions for archives
Insurance		\$12,000			Contract coverages at \$1MM occurrence plus, Builders risk to be determine.
Reimbursable / Printing		\$10,000			Allowance to cover Phase I deliverables-use electronic
Legal and Bond Project Management Fees-Best & Flaggan		\$175,000			April,18th award to 5 month services for Phase I with Community Facilities Partners.
Soft Cost Contingency	Phase II				to be negotiated upon definition of Phase II scope
Subtotal		\$287,000			

Phase I Development Services E2L Real Estate Solutions, LLC (Attachment B)
Boynton Beach Town Square Public Sector -25 or 30 year term lease

Site Area:	16.0000	Acres (estimated on 1647 parking spaces)
Building Area:	960,000	Gross Square Feet (pending final program)
		Rentable Square Feet
		Net Usable Square Feet

III. Construction Period Costs	Amount	Per GSF (Building)	% Category	Comment
Police Building (70,000 SF)	\$587,308			HJHlgh and ADG-see scope and proposal letter
Fire Station	\$275,180			HJHlgh and ADG-see scope and proposal letter
City Hall (50,000 SF)	\$840,091			Confirm with Haskell and Baker
Library Renovations	w/City Hall above			determine scope of work, ADA and structural adjustments to accommodate City Hall
Parking garages 8B 340 cars using \$15,000 Per Space	\$150,000			Finrock to complete as design build offering-foundation design to be conservative with no soil borings available
Building demolitions for Police, Fire, Garage, City Hall, Civic Center Phase II				Work to be completed in phases as priced and scheduled by D.H Griffin
Site Infrastructure Improvements	w/City Hall above			Haskell and Kimley Horn to establish budget to address roads, hardscape, landscape and park areas-City to handle all utilities to the buildings with parameter roads
Historical High School renovations	\$1,500,000			Look at secondary Bond issuance for project if needed by Straticon, to be paid direct with CRA funding
Dunlap and Associates on Financial pro-forma for bonds, revenues	\$45,000			5 months services to be validated with City Financial consultant based on conference call 6.8.17
Partnership Trailer	Phase II			assume 30 months on site
Quality Control Trailer	Phase II			Co-locate if reasonable
Preconstrucion Management services by E2L	\$75,000			30 % to concur with Phase I services,
City consultant for Phase I services (Stantec)	\$100,000			Prepaid with award notice
Development Fee	\$235,000			Phase I at 5 months/\$47,000 month with off ramp fee per contract if Phase II not elected to proceed.
Original equity fee for Phase I services	\$45,000			1.5% of Phase I cost
Subtotal	\$3,852,579			

IV. Interest	(at	5.00%	per annum compounded monthly)
Item	at	Coverage	Months
To shell completion:			
Dev. Costs (I)		100%	12
Soft costs (II)		100%	12
Construction Period Costs (III)		65%	12
After shell completion :			
Carry on all costs to date during			
i. Average Vacancy		100%	0
ii. Average Rent Abatement		100%	0
			0
Interest on Tenant Improvements, Leasing Commissions & Space Planning		50%	0
Subtotal	\$146,844	\$0.00	3.4%

Total Development Cost	\$4,365,423	\$0.00
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CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R17-058** - Amend the adopted FY 2016-2017 General Fund Budget from \$79,401,314 to \$83,766,737, an increase of \$4,365,423.

EXPLANATION OF REQUEST:

The General Fund FY 2016-17 Budget was adopted in September of 2016, via resolution R16-116. The FY16/17 Amended Budget for the General Fund (Fund 001) has to be adjusted to appropriate funds for the City to consider entering into an agreement for Town Square Redevelopment Phase I Services Agreement with E2L Real Estate Solutions, LLC.. The budget amendment to amend the General Fund requires City Commission approval.

- The General Fund (001) will be amended from \$79,301,314 to \$83,766,737 increase the level of appropriations to for Town Square Redevelopment Phase I Services Agreement in FY16/17.
- The fund balance in the General Fund is approximately:
 - \$15,000,000
 - (7,940,131) Emergency Reserve
 - (1,006,726) Appropriated in FY16/17 Adopted Budget
 - \$ 6,053,143 Unassigned Fund Balance

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The City would continue to follow good and appropriate budgeting practices.

FISCAL IMPACT:

See Exhibit A for a summary of the fiscal impact.

ALTERNATIVES: Do not approve budget amendment.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Resolution	Reso Budget Amendment
▣ Exhibit	Exhibit A

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	6/9/2017 - 4:55 PM

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3 **A RESOLUTION OF THE CITY OF BOYNTON BEACH,**
4 **FLORIDA, AMENDING THE ADOPTED BUDGET FOR**
5 **VARIOUS FUND FOR THE FISCAL YEAR BEGINNING**
6 **OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017;**
7 **PROVIDING FOR SEVERABILITY, CONFLICTS, AND**
8 **AN EFFECTIVE DATE.**

10 **WHEREAS**, a final budget was approved by the City Commission on September 20,
11 2016, for the fiscal year 2016-2017; and

12 **WHEREAS**, the City Manager is recommending amend the amount necessary to be
13 appropriated for fiscal year 2016-2017 for various funds (see Exhibit A).

14 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**
15 **THE CITY OF BOYNTON BEACH, FLORIDA:**

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

19 Section 2. The City Commission of the Boynton Beach, Florida, hereby
20 amending the appropriated FY 2016-2017 budget for the General Fund from \$79,401,314 to
21 \$83,766,737. A copy of such amendment and/or adjustment is attached hereto as Exhibit
22 “A” and the appropriations set out therein for the fiscal year beginning October 1, 2016 and
23 ending September 30, 2017, to maintain and carry on the government of the City of
24 Boynton Beach.

25 Section 3. That there is hereby appropriated revised amounts to various funds
26 (see Exhibit A) pursuant to the terms of the budget.

27 Section 4. If any clause, section or other part of this Resolution shall be held by
28 any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional

29 or invalid part shall be considered as eliminated and shall in no way affect the validity of the
30 remaining portions of this Resolution.

31 Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby
32 repealed to the extent of such conflict.

33 Section 6. This Resolution shall become effective immediately upon passage.

34 **PASSED AND ADOPTED** this 6th day of June, 2017.

35 CITY OF BOYNTON BEACH, FLORIDA

36		YES	NO
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39	Mayor – Steven B. Grant	_____	_____
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41	Vice Mayor – Justin Katz	_____	_____
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43	Commissioner – Mack McCray	_____	_____
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45	Commissioner – Christina L. Romelus	_____	_____
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47	Commissioner – Joe Casello	_____	_____
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ATTEST:

54 _____
55 Judith A. Pyle, CMC
56 City Clerk
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(Corporate Seal)

CITY OF BOYNTON BEACH
EXPENDITURE & REVENUE AMENDMENTS
BUDGET YEAR 2016-17

Exhibit A

<u>GENERAL FUND DEPARTMENTS</u>		2016/17 CURRENT BUDGET	Amendment		2016/17 AMENDED BUDGET
			<u>Revenue</u>	<u>Expenditures</u>	
001-0000-369-22-00	CRA Reimbursement	431,000	2,100,000		2,531,000
001-0000-389-91-00	Fund Balance Appropriated	1,006,726	2,265,423		3,272,149
Adopted Fund Total Revenues		79,401,314	4,365,423		83,766,737
001-1211-512-34-55	Other Cont Svc/Town Sq Agreement	0		4,365,423	4,365,423
Adopted Fund Total Expenditures		79,401,314		4,365,423	83,766,737



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R17-059** - Authorize the Mayor to sign the Town Square Redevelopment Phase I Services Agreement with E2L Real Estate Solutions, LLC of Winter Park, FL.

EXPLANATION OF REQUEST:

On April 18, 2017 the Commission approved the selection of the top ranked qualifier as determined by the Evaluation Committee from the Part II responses and oral presentations to the Request for Qualifications for City of Boynton Beach Town Square Redevelopment, RFQ No. 004-1210-17/JMA; and authorized City Staff to conduct negotiations for a Master Development Contract for Phase I of the project with E2L Real Estate Solutions of Winter Park, FL, the top ranked firm according to Florida State Statute 287.55, Consultants' Competitive Negotiation Act (CCNA).

Staff has negotiated a Phase I Services Agreement with E2L Real Estate Solutions, LLC for the Town Square Redevelopment Project. Phase I Services generally consists of;

- Services to prepare final plans and specifications for construction of Municipal improvements;
- Confirming programmatic scope of each component of the municipal improvements;
- Preparation of guaranteed maximum fixed price for municipal improvements for the City to consider;
- Financing plan for the project for City to consider;
- Community outreach.

At the end of Phase I, the City will determine if they wish to continue into the construction phase of the project or not to move forward with the project.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This agreement will provide the City with a minimum of 30% plans on the public buildings, pricing and financing for the project.

FISCAL IMPACT:

If at the end of Phase I the City decides not to proceed with E2L Real Estate Solutions, LLC as provided for in the agreement, the City agrees to pay an amount not to exceed \$4,365,423 (City has ILA with CRA for \$2,100,000 funding) so net cost to the City would be \$2,265,423.

ALTERNATIVES: Do not approve agreement with E2L Real Estate Solutions, LLC.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Reso - Town Sq Phase I
<input type="checkbox"/> Agreement	Town Sq Phase I Agreement
<input type="checkbox"/> Exhibit	Exhibit A Preliminary Site Plan
<input type="checkbox"/> Exhibit	Exhibit B Pre Development Schedule
<input type="checkbox"/> Exhibit	Exhibit C Fee Schedule Phase I Svcs

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	6/9/2017 - 5:58 PM

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30 **WHEREAS**, the RFQ included a request to provide other privately owned
31 commercial and residential developments to be constructed on land in the Project currently
32 owned or controlled by the City (the “Private Improvements”); and

33 **WHEREAS**, as part of the Agreement, the City Commission agrees, by separate
34 resolution, to budget and appropriate as a separate budgetary line item, funds sufficient to
35 pay the Company for the Phase 1 Services, which include the development of plans for the
36 Municipal Improvements, High School Improvements, Private Improvements, as well as
37 stabilization of the High School, as provided in the Agreement; and

38 **WHEREAS**, City Staff has reviewed the Company’s response and the Agreement,
39 and recommends that the Commission approve the service agreement.

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

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

44 Section 2. The City Commission hereby approves the Town Square
45 Redevelopment Phase 1 Services Agreement with E2L Real Estate Solutions, LLC (the
46 “Agreement”).

47 Section 3. The Mayor is authorized to sign the Agreement with E2L Real Estate
48 Solutions, LLC, and to take any and all actions necessary to implement the Agreement, a
49 copy of which is attached hereto as Exhibit “A”.

50 Section 4. That this Resolution will become effective immediately upon passage.

51

52 **PASSED AND ADOPTED** this ____ day of _____, 2017.

53 **CITY OF BOYNTON BEACH, FLORIDA**

54		YES	NO
55			
56	Mayor – Steven B. Grant	_____	_____
57			
58	Vice Mayor – Justin Katz	_____	_____
59			
60	Commissioner – Mack McCray	_____	_____
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62	Commissioner – Christina L. Romelus	_____	_____
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64	Commissioner – Joe Casello	_____	_____
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68		VOTE	_____
69	ATTEST:		

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72 _____

73 Judith A. Pyle, CMC

74 City Clerk

75

76 (Corporate Seal)

**Draft Dated:
June 9, 2017**

**TOWN SQUARE REDEVELOPMENT
PHASE 1 SERVICES AGREEMENT**

By and Between

CITY OF BOYNTON BEACH, FLORIDA

and

E2L REAL ESTATE SOLUTIONS, LLC (“COMPANY”)

Dated: _____, 2017

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AGREEMENT

THIS AGREEMENT, made effective as of the ____ day of _____, 2017, by and between the City of Boynton Beach, Florida (hereinafter referred to as the “**City**”), and having its principal office at 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33425-0310, and E2L Real Estate Solutions, LLC (“**Company**”) a Florida Limited Liability Company and its “Development Team” described below and.

WITNESSETH:

WHEREAS, the City is a body politic and corporate under the laws of the State of Florida; and

WHEREAS, the Company is a Florida limited liability company and lead of a development team formed to undertake, in partnership with the City, public improvements and private improvements to redevelop an approximately 16 acre site described as the Boynton Beach Town Square Project, along with a 3 +/- acre police station site and a 1 +/- acre fire station site (collectively, the “**Project**”); and

WHEREAS, the City has undertaken the process for a Request for Qualifications to find a development partner to assist the City in planning, developing, financing, and completing the Project consisting of the following:

- (a) a new City Hall
- (b) Library improvements,
- (b) a new Police Station,
- (c) a new Fire Station #1,
- (d) a new public parking garage,
- (e) public park and open space improvements, and
- (e) infrastructure improvements throughout the Project

(together, as further described below, the “**Municipal Improvements**,” and individually each constituting a “**Component**” of the Municipal Improvements); and

WHEREAS, the Request For Qualifications included a request to provide renovations and improvements to a historic High School Building located on East Ocean Avenue east of Seacrest Boulevard in the City (the “**High School Improvements**”); and

WHEREAS, the Request For Qualifications included a request to provide other privately owned commercial and residential developments to be constructed on land in the Project currently owned or controlled by the City (the “**Private Improvements**”); and

WHEREAS, the Company participated as the lead member of a team that provided a Response, dated March 9, 2017 (the “**Response**”) to the City’s Request for Qualifications, consisting of:

- Company as master development manager;
- CFP Boynton Beach Town Square, LLC, a Florida limited liability company, as developer of and obligor for the financing for the Municipal Improvements, (hereinafter referred to as the “**CFP**”), whose sole member is Community Facility Partners, a Minnesota nonprofit corporation and a qualified tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, having its principal office at 18336 Minnetonka Boulevard, Suite C, Deephaven, Minnesota 55391;
- ADG Architects (“**ADG**”) as Company’s architects and designers of the Police Station Component and the Fire Station Component;
- HJ High Construction (“**HJ High**”) as Company’s contractor for the Police Station Component and the Fire Station Component;
- REG Architects (“**REG**”) as the Company’s architect and designer of the High School Component;
- Straticon, Inc. (“**Straticon**”) as the contractor for the High School Component and developer/owner of the senior living flats portion of the Private Improvements;
- Baker Barios Architects (“**Baker**”) as architects and designers of the City Hall, Library and Park Public Improvements;
- Haskell Construction (“**Haskell**”) as the contractor for the City Hall, Library, Infrastructure and Park Public Improvements;
- Kimley Horn Engineers (“**Kimley Horn**”) as civil engineers for the Infrastructure Public Improvements;
- JMK Developers/Blackrock (“**JMK**”) as the developer/owner of the senior assisted living facility and the multifamily rental housing facility portions of the Private Improvements;
- certain other professional service providers and consultants, (all of the foregoing collectively referred to as the “**Development Team**”), all as more fully described in the Response; and,

WHEREAS, the Company provided a written and oral presentation in connection with the Response, which generally described the proposed locations and certain details of the Municipal Improvements, the High School Improvements and the Private Improvements, including a Preliminary Site Plan which is attached hereto as **Exhibit "A"**; and

WHEREAS, the City Commission on April 18, 2017 ranked Company as the top ranked Proposer and authorized and directed the City's staff, attorneys and other consultants to negotiate the necessary agreements for the development of the Project; and

WHEREAS, subject to the completion of the Phase I Services pursuant to this Agreement, the City and the Company may enter into further agreements including, but not limited to, a Master Project Management Agreement (the "**Master Agreement**") to provide the terms under which the Company will perform additional services, and serve as master project manager for the development of the Project in accordance with the Response, subject to amendment based upon the City and Company's mutual agreement; and

WHEREAS, the City has requested the assistance of the Company, along with the Development Team, to provide turn-key professional services (the "**Services**") associated with the design, engineering, planning, construction, equipping and financing of the Municipal Improvements, and the City desires to enter into this Agreement with the Company to provide or cause others to provide such professional services for the development of the Municipal Improvements (the "**Development**"); and

WHEREAS, the City and the Company have agreed to proceed under the terms of this Agreement to define and to provide specified professional services required to be furnished by the Development Team with respect to the general design and plans and specifications of and to obtain Guaranteed Maximum Price Construction Contracts for the Municipal Improvements and to provide other professional service providers acceptable to the City with respect to the legal and financing structure, the sources of funding for, and the financial feasibility of the Development; and

WHEREAS, the City is authorized to enter into this Agreement to provide for certain services described herein required for the development, financing and construction of the Municipal Improvements; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1. Services Rendered by Company. Company agrees to perform (or, to the extent the services are to be provided by the Development Team to cause the appropriate member of the Development Team to perform) the Services set forth in Article III of this Agreement ("**Phase 1 Services**"). Company shall cooperate with the City and any other attorneys, consultants or contractors providing services to the City as needed in the performance of such Services. The Company may replace a current member of the Development Team with another professional service provider and/or consultant as determined in Company's sole discretion; provided, however, Company may not do so without the prior approval of City. City will not contract with or engage any member of the Development Team for any professional services related to or in connection with Phase 1 of the Project without the prior approval of Company.

Section 1.2. Standard of Care. Company hereby represents and warrants that each person providing Phase 1 Services, including the Company and each member of the Development Team, has the requisite skills and expertise necessary to perform the Phase 1 Services. Accordingly, Company and each such person shall be obligated to perform the Services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which such person is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City represents and warrants that:

- A. the City has the legal authority to enter into this Agreement; and
- B. the City's Mayor has been authorized by the City Commission to execute this Agreement.

Section 2.2. Representations and Warranties of the Company. The Company represents and warrants that:

A. the Company, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Company in accordance with its terms;

B. the Company is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;

C. the Company and each person selected by the Company to perform the Phase 1 Services in connection with the Development has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Phase 1 Services and Company and such third persons, along with their respective employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Phase 1 Services; and

D. the Company has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 2.3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the receiving party.

ARTICLE III SCOPE OF PHASE 1 SERVICES

Section 3.1. General. Company agrees to provide the Phase 1 Services as contained in this Agreement.

Section 3.2. Phased Development Services. The Phase 1 Services to be performed hereunder will be rendered and paid for as provided herein. The execution of this Agreement constitutes the City's authorization for the Company to perform the Phase 1 Services. The Company is not authorized to proceed with any additional services or work unless and until it receives a written notice to proceed from the City.

A. Phase 1 Services. The Phase 1 Services are sometimes referred to as the Pre-Development Services, and generally consist of Services required to be performed prior to the preparation of final plans and specifications for construction of the Municipal Improvements. Phase 1 Services consist of:

- (i) confirming the programmatic scope of each Component of the Municipal Improvements,
- (ii) preparation, for the approval of the City, of one or more comprehensive Guaranteed Maximum Fixed Price Construction Contracts to provide the cost to design, construct and equip each Component of the Municipal Improvements to full completion and ready for occupancy by the persons occupying space in such Component of the Municipal Improvements, including a budget of the expense of the Services required to be performed in connection with the Development. The parties approve of and agree that the Company will engage the Development Team to assist in performing Phase 1 Services.
- (iii) have Company and Company's Contractors will be utilizing specialty contractors to generate design and pricing documents in support of the GMP's for each respective scope of work to be included in subsequent phases.

B. Preliminary Planning and Programming of Phase 1 Services. As a part of the Phase 1 Services, Company agrees to hold workshop sessions with the representatives of the City not less frequently than the times set forth in the Pre-Development Schedule attached hereto as **Exhibit "B"**. The Pre-Development Schedule also sets forth the target dates for the other Phase 1 Services. The City agrees to meet with the Company (or, at the Company's direction, the respective members of the Development Team) and to cooperate and assist in the planning and programming of the Development. As part of the Preliminary Planning and Programming Services, the Company shall coordinate or assist with the following:

- (i) Completion of the decision matrix of the proposed building locations.
- (ii) Decide on ability to combine the City Hall with the Library on the same site.

- (iii) Public relations and community outreach associated with the Project;
- (iv) High School Stabilization Services, which shall include, but not be limited to the following: preparation of a budget estimate for stabilization of the existing building, weatherization of existing building, clean up of existing building, and design fees for improvements to existing building all of which shall be performed by Straticon and paid by City.
- (v) Public workshops on Architectural Theme, Open Space Development, and Playground Development, as defined herein, not more frequently than the times set forth in the Pre-Development Schedule attached hereto as **Exhibit “B”**. The above-referenced terms as defined as follows:
 - a. Architectural Theme – The style of the buildings to be constructed.
 - b. Open Space Development – The proposed landscape and hardscape design for the common open space for the project.
 - c. Playground Development – The design, appearance, and feel of any proposed playground area.

C. The final determination of space requirements for each Component of the Municipal Improvements and the actual planning and programming of the Development will be contingent on the amount of funding available to be applied to the total costs of the Development and the approval of CFP, the Underwriter, and the Issuer for the issuance of revenue Bonds to support the amount of funds required for the Development.

D. Preliminary Documents. Following the completion of Preliminary Planning and Programming Services in Section B above, Company will prepare in accordance with the Pre-Development Schedules the documents listed below (the “**Preliminary Development Documents**”). The Preliminary Development Documents shall include:

- (i) preliminary design proposals (drawings and data resulting from the Workshops illustrating building massing on the site and general locations of types of spaces on each floor) to a level of 30% of final drawings and specifications; and up to 75% design drawings and specifications for infrastructure as deemed appropriate to identify and price the respective work for the GMP estimates to be provided for City approval.
- (ii) preparation of design proposals (drawings and data resulting from the Workshops illustrating building massing on the site and general locations of types of spaces on each floor) to a level that allows for the determination of a Guaranteed Maximum Price without contingencies for unknown issues, unless Company and City agree that the scope is not identifiable at time of Phase 1 Services completion schedule. Typically this would require drawings completed to 30%, but each Component of the Project may require different percentage of completed drawings to

establish the Guaranteed Maximum Price without contingencies for unknown issues for that specific Component;

- (iii) Guaranteed Maximum Price Construction Contracts, DBIA Forms, where possible, for each Component of the Municipal Improvements; and
- (iv) preliminary project schedule. Throughout the development of the Preliminary Development Documents, the Company shall insure that the following items are addressed:
 - a. Coordination of utility requirements and planning with the City Public Services Department, Florida Power & Light, and the South Florida Water Management District, including the preparation of any and all permit applications needed for development;
 - b. Provide the necessary documentation required by the City to submit to Planning and Zoning Board Master Site Plan and Site Plans for the Police Station and Fire Station #1 locations.
 - c. Provide the necessary documentation required by the City to submit the Master Site Plan for consideration by City Commission for the Police Station and Fire Station #1 locations.
 - d. Develop an Energy Utility Decision Matrix for the Development as well as the Police Station and Fire Station #1 Components.
- (v) As part of the development of the Preliminary Development Documents for each Component, the Company shall insure that the following milestones are addressed:
 - d. Review of plans by City staff at 10% of final drawings;
 - e. Building program development and approval by City staff, including Chief Building Official;
 - f. Architectural rendering review and approval by the City Commission;
 - g. For proposed Police Station site at High Ridge Road located in the Quantum Park Community Development District, Company shall also prepare preliminary stormwater design and calculations, and 30% architectural renderings and plans for review by the Quantum Park Community Development District; and
 - h. For the Town Square Open Space, consideration shall be given to event space programming, place-making programming, and specific public information workshops to address open space development and use.

- (vi) As part of the development of the Guaranteed Maximum Price, Construction Contracts for each Component, and any lease/purchase agreement for the Development, the Company shall insure that there is an open book review of all costs, fees, and charges, the development of the fee schedule, operating cost schedule, and structure of lease/purchase agreement. All of these elements shall be subject to staff review and City Commission approval.

E. Notice of Approvals. The City shall provide the Company with written notice of its approval of the Preliminary Development Documents for each Component of the Municipal Improvements, or any objections thereto within ten (10) days after the delivery thereof to the City before any further work under this Agreement shall proceed with respect to such Component.

F. A Detailed Schedule of Deliverables to be provided by Company as part of the Phase 1 Services provided pursuant to this Agreement is included in **Exhibit "D"**, which is attached hereto and incorporated herein by reference.

G. Additional Financing Services which may be provided in Phase 1. As part of its Services, the Company, subject to approval of the City, will identify, source, manage and coordinate the full financing of the Municipal Improvements with the assistance of CFP, the Underwriter, the Issuer, and Dunlap & Associates, as financial advisor to the Company (the "**Financial Advisor**"). All such services shall be reimbursable under this Agreement in accordance with **Exhibit "C"**.

H. Agreement for Acquisition of the Property. During Phase 1, Company and City may negotiate and enter into an agreement for the purchase of each parcel of the Property required for the Municipal Improvements. In the event any purchase and sale agreements are entered into between City and Company, the parties shall negotiate the respective responsibilities and fees related to the development of the properties.

Section 3.3. Fees; Payment of Expenses.

A. Phase 1 Fee. The Company will perform the Phase 1 Services for a not to exceed amount of _____ and 00/100 Dollars (\$ _____) (the "**Phase 1 Fee**"). The Phase 1 Fee will be full compensation for all Phase 1 Services performed by the Company. The Phase 1 Fee will be earned and payable, including any third party expenses incurred by the Company for the benefit of the Development, in accordance with the Detailed Fee Schedule for Phase 1 Services attached hereto as **Exhibit "C"**, which is incorporated herein by reference. The total of the Phase 1 Fee shall not exceed the amounts set forth herein, unless the City requests additional Services and approves such additional Services in writing. The City Commission, contemporaneously with the approval of this Agreement, has, by the passage of Resolution No. ___ of the City, budgeted, appropriated, and established a separate line item in the City budget to fund the Phase 1 Fees obligated pursuant to this Agreement for the Phase 1 Services and the High School Stabilization. City acknowledges that

Company is relying on this funding commitment by City to obligate financial commitments to members of the Development Team with full recourse to City for payment pursuant to the terms of this Agreement, no later than twenty (20) days after the City provides written notice to the Company of the City's determination to not proceed beyond Phase 1. The Phase 1 Fee shall include the \$100,000 repayment of fees provided to City by Company on May 16, 2017 in support of City's consultant Stantec.

B. High School Stabilization Fee. Straticon will perform the High School Stabilization Services, as defined herein, for a not to exceed amount of _____ and 00/100 Dollars (\$_____) (the "**High School Stabilization Fee**"). The High School Stabilization Fee will be full compensation for all High School Stabilization Services performed by Straticon pursuant to this Agreement. The High School Stabilization Fee will be earned and payable, including any third party expenses incurred by Straticon for the benefit of the Development, in accordance with the Detailed Fee Schedule for High School Stabilization Services included in **Exhibit "C"**, which is attached hereto and incorporated herein by reference. The City will issue payment directly to Straticon for work performed for the High School Stabilization Services.

C. Third Party Fees and Expenses. All fees charged for third party services (including, but not limited to, fees and expenses of CFP, the Architects, the Contractors, the Underwriter, the Issuer, the Financial Advisor, construction costs and legal fees), which are included in the Phase 1 Fee due to the Company, shall be charged by the vendors thereof at customary and usual rates and costs for similar services provided by competing vendors for similar projects in the Boynton Beach area, with a schedule and budget of such expenses, including the rate for the same provided in advance by the Company to the City.

D. Payment of Invoiced for Services. The Company shall review any and all invoices for third party services and Third Party Advisors. The Company shall be responsible for determining that any such invoiced services have been duly performed and invoiced in accordance with the agreements for the provision of such third party services.

Section 3.4. Contingencies to Future Phases. Company is authorized to proceed with the Phase 1 Services only, and the Company agrees that it is not authorized to proceed with any other work unless and until it receives a written notice to proceed from the City. As a part of the Phase 1 Services Company may suggest and develop more efficient and economical ways to complete the Development; provided, however, that any such modifications contemplated by this Agreement shall be subject to approval by the City Commission and shall otherwise comply with all legal requirements relating to the development of the Municipal Improvements.

ARTICLE IV TERM

Section 4.1. Term. This Agreement shall commence on the date hereof, and shall continue until the earlier of:

- (i) the completion of the Phase 1 Services and the payment of the Phase 1 Fee, or

- (ii) the termination of this Agreement by either party as provided herein or by law.

ARTICLE V

NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 5.1. Company Shall Not Discriminate. In the performance of this Agreement, Company agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against:

A. Any employee of the City or any Company employee working with Company in any of Company's operations involving the Development; or

B. Any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Company. Company agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Section 5.2. Equal Employment Opportunity. Company further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with Company. Further, Company agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, Company agrees all solicitations or advertisements for employees placed by or on behalf of Company shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

Section 5.3. Service Providers/Subcontractors. Company shall incorporate by reference in all subcontracts and other agreements with persons engaged to provide services in connection with the Development the provisions of this Article and shall require all such subcontractors and service providers to comply with such provisions. Company's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE VI INDEMNIFICATION

Section 6.1. Duty to Indemnify the City Against Loss. Company agrees to protect, defend, indemnify and hold harmless the City, its elected officials and employees (collectively, the “**Indemnified Parties**”) from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to a breach or default by Company of its obligations under this Agreement. The indemnification shall include any reasonable attorney’s fees and paralegal expenses, and court costs incurred at both the trial and appellate levels.

Section 6.2. Limit on Duty to Indemnify. Notwithstanding anything to the contrary herein, Company shall not be required to indemnify the Indemnified Parties to the extent of their fault for any loss that results from the negligence or breach of contract of any of the Indemnified Parties.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS

Section 7.1. Independent Company Status. Company shall not be deemed an employee of the City. As such, the Company agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee of the City. Further, the Company acknowledges and agrees that, as an independent contractor, neither the Company nor any of its employees shall be entitled to receive any benefits that employees of the City are entitled to receive, including, without limitation, workers’ compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

Section 7.2. No Withholding; Form 1099 Reporting. The Company understands and agrees that:

A. The City will not withhold on behalf of the Company any sums for any federal, state or local income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, and that the City will not make available to the Company any of the benefits afforded to employees of the City;

B. All of such withholdings and benefits, if applicable, are the sole responsibility of Company; and

C. Company will indemnify and hold the City harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if the Internal Revenue Service questions or challenges Company's independent contractor status, both Company and the City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. Company acknowledges that all compensation paid to Company pursuant to this Agreement will be reported annually by the City to the Internal Revenue Service on Form 1099.

ARTICLE VIII GOVERNING LAW; VENUE

Section 8.1. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, excepting its conflict of law provisions. Venue for any litigation filed to enforce any right, obligation, or responsibility of either party under this Agreement shall be filed in the appropriate state or federal court located in Palm Beach County, Florida.

ARTICLE IX RETENTION, ACCESS AND OWNERSHIP OF RECORDS

Section 9.1. Florida Public Records Law. Pursuant Section 119.07, Fla.Stat., as may be amended from time to time, Company shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Company's obligations pursuant to the terms of this Agreement. The Company agrees to comply with the following requirements:

A. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

B. 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 the Company does not transfer the records to the City.

C. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Company or keep and maintain public records required by the City to perform the services required pursuant to this Agreement. If the Company transfers all public records to the City upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

D. Failure of the Company to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

E. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE COMPANY, ITS OFFICERS,

REPRESENTATIVES, AND EMPLOYEES MUST CONTACT THE CITY OF BOYNTON BEACH'S RECORDS CUSTODIAN AT 561-629-8585, PYLEJ@BBFL.US, OR 100 EAST BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FL 33425.

Section 9.2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as the City may deem necessary, Company shall make all data, records, reports and all other materials relating to this Agreement available to the City for examination and copying. In addition, Company shall permit the City to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable the City to verify the accuracy of Company's invoices for payment for the performance of the Services.

Section 9.3. Ownership of records, work product, plans and program designs. Upon payment of all fees for Phase 1 Services provided by the City to the Company, any and all plans, designs, project drawings, notes, tables, graphs, reports, files, documents, records, disks, or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") of Company or members of the Development Team shall be deemed owned by the City, treated as public records, and be delivered to the City on request by the City. Company or members of the Development Team waive any claim to confidentiality, proprietary status, or public record exemption with regard to any Work Product for the public improvements that are contemplated by this Agreement. The Company hereby further grants to City a non-exclusive license to use the Work Product for marketing purposes.

ARTICLE X TERMINATION

Section 10.1. Termination for Cause. The City and Company shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 10.2. Termination for Convenience. The City shall have the right to terminate this Agreement without cause by giving written notice to Company of its intent to terminate at least thirty (30) days prior to the date of termination. In the event the City elects to terminate for convenience, the City shall be obligated to pay Company only for those Services performed by Company under this Agreement up to and through the date of termination, consistent with the Phase 1 Fee as provided in **Exhibit "C"**, plus all demobilization costs incurred by the Development Team, as agreed to by the City and the Company, including costs associated with any public records requirements, less any payments made to Straticon for the High School Stabilization Services performed pursuant to this Agreement, and the Company shall have no further liability or obligations to City under this Agreement.

Section 10.3. Contract Off Ramp. The parties acknowledge that City's ability to successfully complete the Project may be significantly impacted if City elects to terminate Company's services at the conclusion of the Phase 1 Services, rather than proceeding to develop the Project, and certain design sub-consultants are not available to continue working on the Project. Consequently, Company hereby agrees that if City terminates the Agreement at the conclusion of the Phase 1 Services for cause or other reason acceptable to Company, such as funding not approved, or acts of God, City shall have the right to contract directly with such design sub-consultants for design-related services on this Project, and Company shall take such steps as are reasonably necessary to enable City to implement such relationship. Should City elect to terminate Company's services at the conclusion of the Phase I Services for convenience or without cause, Company will be offered an opportunity to negotiate with the City for a continued role as project manager for each successive Phase. If the Company and City cannot reach an agreement regarding future project management services within 45 days of the City's decision to proceed with another Phase, the negotiation shall be deemed concluded and the City will pay Company a separation fee of \$350,000.00 of reasonably provable costs and expenses Company shall provide in any design sub-consultancy agreements that subject to the provisions of this Section 10.3, City shall have the right to negotiate directly with such design sub-consultants for the continuation of their services with respect to the Project, and that any provisions with respect to copyright or the ownership of instruments of service confirm such right of City.

A. If the parties are unable to reach an agreement on Company's proposed contract price and/or leases as contemplated to be elements of the Phase 2 Services, pursuant to Section 3.2 of this Agreement, within the time limit proposed therein, then the proposed contract price shall be deemed withdrawn and of no effect. In such event, City and Company shall meet and confer as to how the Project will proceed, with City having the following options:

- i. City may declare Phase 1 Services completed and authorize Company to continue to advance the final design of the Project as an extension of Phase 1 or as an Additional Service, as applicable; or
- ii. City may terminate the relationship with Company and proceed to exercise its available options to perform the final design and construction with parties other than Company.

B. If City fails to exercise either of its options under Section 10.3.A within ten (10) days of delivery to the City of the Preliminary Development Documents, Company may give written notice to City that it considers this Agreement completed. If City fails to exercise either of the options under Section 10.3 within ten (10) days of receipt of Company's notice, then this Agreement shall be deemed completed.

Section 10.5. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with investigations, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE XI INSURANCE

During the Term of this Agreement, the Company shall, at all times, maintain (a) adequate worker's compensation and unemployment insurance coverage for its employees, if applicable, in accordance with state law and (b) comprehensive general liability insurance in amounts not less than \$1,000,000 per occurrence. Company's general liability insurance shall name the City as an additional insured and shall provide that any such policy will not be subject to cancellation or change except after at least thirty (30) days' prior written notice to the City. The policies or duly executed certificates for the same, together with satisfactory evidence of the payment of the premium thereon, shall be provided to the City, and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such policies.

ARTICLE XII NOTICE

Section 12.1. Notice Addresses. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

A. in the case of the City, addressed to or delivered personally to the City of Boynton Beach, at 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33425-0310, Attention: City Manager with a copy to James A. Cherof, City Attorney, 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33425-0310; and

B. in the case of the Company, addressed to or delivered personally to the Company at E2L Real Estate Solutions, LLC, 1400 W. Fairbanks Ave., Suite 201, Winter Park, Florida 32789, Attention Mark Hefferin, President; with a copy to Jeff Bahnsen, Esq., 433 W. Plaza Real 2, Boca Raton, Florida 33432.

Section 12.2. Notice Effective Dates. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing of any changes in the respective addresses set forth above.

Section 12.3. Routine Communications. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Company.

ARTICLE XIII GENERAL PROVISIONS

Section 13.1. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 13.2. Conflict of Interest. Company agrees to decline any offer of work, whether as an independent contractor or employee, if such work would:

A. Affect Company's independent professional judgment with respect to its performance of the Services; or

B. In any way interfere with Company's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with Company. However, Company shall be obligated to notify the City and provide full disclosure as to any possible adverse effects of such work as it relates to Company's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with the City.

Section 13.3. Compliance with Laws; Duty to Notify of Wrongdoing; Cooperation with Investigations. In performing the Services, Company shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. Company shall be obligated to immediately notify the City of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement. Upon request of the City, the Company shall fully cooperate in any investigation by furnishing any documents, records or other testimonial evidence pertinent to such investigation.

Section 13.4. Nonwaiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 13.5. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the parties intend and desire that the court will reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court finds such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 13.6. Schedules and Exhibits. All Schedules and Exhibits attached hereto shall be and hereby are incorporated into this Agreement as if fully rewritten herein.

Section 13.7. Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against the City or Company on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 13.8. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

Section 13.9. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Company, the Development Manager and the City, and the Company and the City expressly disclaim any intent to benefit anyone not a party hereto, other than the Development Manager.

Section 13.10. Time is of the Essence. The City and the Company each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 13.11. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, subject to Section 2 of this Article XIII, Company shall be free to provide services to other clients, and City shall be free to engage the services of other contractors unrelated to the Development.

Section 13.12. Prohibition Against Financial Interest in Agreement. No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City.

Section 13.13. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 13.14. Complete Agreement. Company specifically acknowledges that in entering into and accepting this Agreement, Company relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

Section 13.15. Representatives Not Individually Liable. No member, official, or employee of either party shall be personally liable to the other party, or any successor in interest, in the event of any default or breach or on any obligations under the terms of the Agreement.

Section 13.16. Disclaimer of Relationships. The City and the Company acknowledge that nothing contained in this Agreement nor any act by the City or the Company shall be deemed or construed by any of them or by any third person to create any relationship of principal and agent, limited or general partner, or joint venture between or among the City, the Company and/or any third party.

Section 13.17. Original Copy. One original of this Agreement will be executed and maintained by the City Clerk of the City. The City Clerk will provide a certified copy to the Company.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Company has caused this Agreement to be duly executed in its name and behalf on the dates set forth below.

CITY OF BOYNTON BEACH, FLORIDA

CITY OF BOYNTON BEACH

BY: _____
STEVEN B. GRANT, MAYOR

ATTEST:

BY: _____
Judith Pyle, CMC
City Clerk
(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

James A. Cherof
City Attorney

E2L REAL ESTATE SOLUTIONS, LLC

By_____

Name_____

Its_____

Date:

EXHIBIT A

Preliminary Project Site Plan

EXHIBIT B
PRE-DEVELOPMENT SCHEDULE

EXHIBIT B

Pre-Development Schedules

- A. City Hall Component Schedule
[Date] Workshop No. 1
[Date] Workshop No. 2
[Date] Conceptual Design Plans
[Date] 30% Plans and Specifications Documents
[Date] Guaranteed Maximum Price Construction Contract
- B. Police Station Component Schedule
[Date] Workshop No. 1
[Date] Workshop No. 2
[Date] Conceptual Design Plans
[Date] 30% Plans and Specifications Documents
[Date] Guaranteed Maximum Price Construction Contract
- C. Fire Station Component Schedule
[Date] Workshop No. 1
[Date] Workshop No. 2
[Date] Conceptual Design Plans
[Date] 30% Plans and Specifications Documents
[Date] Guaranteed Maximum Price Construction Contract
- D. Parking Garage Component Schedule
[Date] Workshop No. 1
[Date] Workshop No. 2
[Date] Conceptual Design Plans
[Date] 30% Plans and Specifications Documents
[Date] Guaranteed Maximum Price Construction Contract
- E. Park and Public Spaces Station Component Schedule
[Date] Workshop No. 1
[Date] Workshop No. 2
[Date] Conceptual Design Plans
[Date] 30% Plans and Specifications Documents
[Date] Guaranteed Maximum Price Construction Contract
- F. Infrastructure Component Schedule
[Date] Workshop No. 1
[Date] Workshop No. 2
[Date] Conceptual Design Plans
[Date] 30% Plans and Specifications Documents
[Date] Guaranteed Maximum Price Construction Contract

EXHIBIT C

**DETAILED FEE SCHEDULE FOR
PHASE 1 SERVICES**

AND

HIGH SCHOOL STABILIZATION SERVICES

EXHIBIT D

DETAILED SCHEDULE OF PHASE 1 DELIVERABLES

**CITY AND COMPANY WILL FINALIZE THIS SCHEDULE WITHIN TEN (10) DAYS
OF SIGNATURE OF THIS AGREEMENT BY BOTH PARTIES**

Exhibit 1

PH LEGEND: TOWN SQUARE REDEVELOPMENT

- | | | |
|---|----|--|
| A | 1 | Existing Historic High School |
| A | 2 | Existing Historic Children's Museum |
| D | 3A | Existing Library |
| D | 3B | Existing Library Converted to City Hall Addition |
| D | 4 | New City Hall |
| H | 5 | Hotel with Ground Floor Retail |
| G | 6 | Residential Apartments |
| F | 7 | Residential Townhomes |
| | 8 | Parking |
| G | 8A | Garage A: 834 spaces (7 stories) |
| D | 8B | Garage B: 372 spaces (4 stories) |
| H | 8C | Garage C: 240 spaces (4 stories) |
| | 8D | Surface Lot: 56 spaces |
| A | 8E | Surface Lot: 33 spaces |
| | 8F | On Street Parking: 112 spaces |
| E | 9 | New City Commons Park |
| E | 10 | New Amphitheater |
| A | 11 | New Kapok Park with Splash Pad Playground |
| A | 12 | Relocated Kids Kingdom Playgrounds |
| H | 13 | New Promenade Park |
| F | 14 | Assisted Living Facility (ALF and Memory Care) |
| B | 15 | New Fire Station |
| B | 16 | New Police Station |

LEGEND: ADJACENT COMMERCIAL PARCEL

- | | | |
|---|-----|---------------------------------|
| I | 17 | Office with Ground Floor Retail |
| | 18 | Parking |
| I | 18A | Surface Lot: 20 spaces |
| I | 18B | Surface Lot: 46 spaces |

PROGRAM SUMMARY TOWN SQUARE REDEVELOPMENT

- | | |
|----|--|
| A. | New City Hall: 30,000 SF (3 stories) |
| B. | Existing Library converted to City Hall: 25,000 SF (2 stories) |
| C. | Existing Library: 32,500 (2 stories) |
| D. | Existing Children's Museum: 8,288 SF (2 stories) |
| E. | Historic High School Renovation: 28,536 SF (2 stories) |
| F. | Ground Level Retail: 3,000 SF |
| G. | Residential Apartments: 1,230 units (8 stories) |
| H. | Assisted Living Facility: 144 units (5 stories) |
| I. | Residential Townhome: 10 (2 stories) |
| J. | Hotel / Commercial: (6 stories) |
| K. | Hotel: 120 Keys |
| L. | Ground Level Retail: 14,000 SF |
| M. | Parking: (4 stories) |
- K. Total Parking Provided: 1,647 spaces (Needed 1,622 spaces)
- L. City Commons Park: 0.90 acres
- M. Kapok Park: 0.63 acres
- N. Promenade Park: 0.22 acres
- O. Kids Kingdom Playgrounds: 15,000 SF
- P. New Fire Station
- Q. New Police Station

PROGRAM SUMMARY: ADJACENT COMMERCIAL PARCEL

- | |
|---|
| Office/ Commercial: 12,800 SF (2 stories) |
| • Office: 6,400 SF |
| • Ground Level Retail: 6,400 SF |
| Total Parking Provided: 66 spaces |



Activity ID		Activity Name	Orig Dur	Start	Finish	2017										2018							
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
	Preconstruction Civil and Utility		75	06-Jul-17	19-Oct-17																		
	PC9730	Develop Project Concept Schedule - Civil & Utility	15	06-Jul-17	26-Jul-17																		
	PC9750	Solicit Bidders - Civil & Utility	10	20-Jul-17	02-Aug-17																		
	PC9780	Develop Bid Packages - Civil & Utility	10	20-Jul-17	02-Aug-17																		
	PC9740	Owner Approval of Schedule - Civil & Utility	5	27-Jul-17	02-Aug-17																		
	PC9760	Owner Approval of Bid List - Civil & Utility	3	03-Aug-17	07-Aug-17																		
	PC9790	Owner Approval of Bid Packages - Civil & Utility	3	03-Aug-17	07-Aug-17																		
	PC9770	Develop and Publish Pre-Qualification Package - Civil & Utilit	20	03-Aug-17	30-Aug-17																		
	PC9800	Update Bidders List - Civil & Utility	3	31-Aug-17	05-Sep-17																		
	PC9810	Issue Bid Packages - Civil & Utility	15	15-Sep-17	05-Oct-17																		
	PC9820	Refine GMP Schedule - Civil & Utility	10	15-Sep-17	28-Sep-17																		
	PC9830	Receive Bids and Prepare GMP - Civil & Utility	5	06-Oct-17	12-Oct-17																		
	PC9840	GMP Negotiate and Approve - Civil & Utility	5	13-Oct-17	19-Oct-17																		
	Fire Station			100	14-Jun-17	02-Nov-17																	
	Design New Fire Station (15)			80	14-Jun-17	05-Oct-17																	
	PC8830	Programming - New Fire Station (15)	10	14-Jun-17*	27-Jun-17																		
	PC8770	Conceptual Design & Master Planning - New Fire Station (15)	15	28-Jun-17	19-Jul-17																		
	PC8840	Conceptual Design Approval - New Fire Station (15)	5	20-Jul-17	26-Jul-17																		
	PC8780	30% Schematic Design - New Fire Station (15)	45	27-Jul-17	28-Sep-17																		
	PC8850	30% Schematic Design Approval - New Fire Station (15)	5	29-Sep-17	05-Oct-17																		
	Pre-construction New Fire Station (15)			75	20-Jul-17	02-Nov-17																	
	PC9670	Develop Project Concept Schedule - New Fire Station (15)	15	20-Jul-17	09-Aug-17																		
	PC9490	Develop Bid Packages - New Fire Station (15)	10	27-Jul-17	09-Aug-17																		
	PC9500	Owner Approval of Bid Packages - New Fire Station (15)	3	10-Aug-17	14-Aug-17																		
	PC9680	Owner Approval of Schedule - New Fire Station (15)	5	10-Aug-17	16-Aug-17																		
	PC9460	Solicit Bidders - New Fire Station (15)	10	15-Aug-17	28-Aug-17																		
	PC9470	Owner Approval of Bid List - New Fire Station (15)	3	29-Aug-17	31-Aug-17																		
	PC9480	Develop and Publish Pre-Qualification Package - New Fire S	20	29-Aug-17	26-Sep-17																		
	PC9510	Issue Bid Packages - New Fire Station (15)	15	29-Sep-17	19-Oct-17																		
	PC9690	Refine GMP Schedule - New Fire Station (15)	10	29-Sep-17	12-Oct-17																		
	PC9520	Receive Bids and Prepare GMP - New Fire Station (15)	5	20-Oct-17	26-Oct-17																		
	PC8820	GMP Negotiate and Approve - New Fire Station (15)	5	27-Oct-17	02-Nov-17																		
	Police Station			105	14-Jun-17	09-Nov-17																	
	Design New Police Station			90	14-Jun-17	19-Oct-17																	
	PC8710	Programming Police Station	10	14-Jun-17	27-Jun-17																		
	PC8650	Conceptual Design & Masterplan	20	28-Jun-17	26-Jul-17																		
	PC8720	Conceptual Design Approval - New Police Station	5	27-Jul-17	02-Aug-17																		
	PC8660	30% Schematic Design - New Police Station	50	03-Aug-17	12-Oct-17																		
	PC8730	30% Schematic Design Approval - New Police Station	5	13-Oct-17	19-Oct-17																		
	Pre-construction New Police Station			75	27-Jul-17	09-Nov-17																	
	PC9640	Develop Project Concept Schedule - New Police Station	15	27-Jul-17	16-Aug-17																		
	PC9420	Develop Bid Packages - New Police Station	10	03-Aug-17	16-Aug-17																		
	PC9430	Owner Approval of Bid Packages - New Police Station	3	17-Aug-17	21-Aug-17																		
	PC9650	Owner Approval of Schedule - New Police Station	5	17-Aug-17	23-Aug-17																		
	PC9390	Solicit Bidders - New Police Station	10	24-Aug-17	07-Sep-17																		

Start Date : 06-Mar-17

Finish Date :09-Jul-20

Data Date : 06-Mar-17

Print Date : 25-May-17 - 10:07

■ Remaining Level of ...

■ Actual Level of Effort

■ Actual Work

■ Remaining Work

■ Critical Remaining ...

CBB10

Boynton Beach Town Square Redevelopment

Project Bid Schedule Sorted by WBS & ES

Phase 1 Design and GMP Schedule

2 of 3

HASKEL Project # 44183

Date	Revision	Chec...	Approved
25-May-17			

Activity ID		Activity Name	Orig Dur	Start	Finish	2017										2018								
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
		PC9400	Owner Approval of Bid List - NewPolice Station	3	08-Sep-17	12-Sep-17						<div>Owner Approval of Bid List - NewPolice Station</div>												
		PC9410	Develop and Publish Pre-Qualification Package - NewPolice	20	08-Sep-17	05-Oct-17						<div>Develop and Publish Pre-Qualification Package - NewPolice Station</div>												
		PC9440	Issue Bid Packages - New Police Station	15	13-Oct-17	02-Nov-17							<div>Issue Bid Packages - New Police Station</div>											
		PC9660	Refine GMP Schedule - New Police Station	10	13-Oct-17	26-Oct-17							<div>Refine GMP Schedule - New Police Station</div>											
		PC9450	Receive Bids and Prepare GMP - New Police Station	5	03-Nov-17	09-Nov-17								<div>Receive Bids and Prepare GMP - New Police Station</div>										
	City Hall/Library Reno			128	14-Jun-17	14-Dec-17																		
	Design New City Hall (4)			100	14-Jun-17	02-Nov-17																		
		PC3310	City Hall Programming - New City Hall	15	14-Jun-17	05-Jul-17				<div>City Hall Programming - New City Hall</div>														
		PC3210	Conceptual Design - New City Hall	35	06-Jul-17	23-Aug-17					<div>Conceptual Design - New City Hall</div>													
		PC3220	Conceptual Design Approval - New City Hall	5	24-Aug-17	30-Aug-17						<div>Conceptual Design Approval - New City Hall</div>												
		PC3230	30% Schematic Design - New City Hall	40	31-Aug-17	26-Oct-17						<div>30% Schematic Design - New City Hall</div>												
		PC3250	30% Schematic Design Approval - New City Hall	5	27-Oct-17	02-Nov-17							<div>30% Schematic Design Approval - New City Hall</div>											
	Pre-construction City Hall (4) & Library Renovation (3B)			78	24-Aug-17	14-Dec-17																		
		PC3510	Develop Project Concept Schedule - New City Hall	15	24-Aug-17	14-Sep-17						<div>Develop Project Concept Schedule - New City Hall</div>												
		PC3530	Owner Approval of Schedule - New City Hall	5	15-Sep-17	21-Sep-17							<div>Owner Approval of Schedule - New City Hall</div>											
		PC3330	Solicit Bidders - New City Hall	10	22-Sep-17	05-Oct-17							<div>Solicit Bidders - New City Hall</div>											
		PC3340	Owner Approval of Bid List - NewCity Hall	3	06-Oct-17	10-Oct-17							<div>Owner Approval of Bid List - NewCity Hall</div>											
		PC3370	Develop and Publish Pre-Qualification Package - New City H	20	06-Oct-17	02-Nov-17							<div>Develop and Publish Pre-Qualification Package - New City Hall</div>											
		PC3350	Develop Bid Packages - New City Hall	10	20-Oct-17	02-Nov-17							<div>Develop Bid Packages - New City Hall</div>											
		PC3540	Refine GMP Schedule - New City Hall	10	27-Oct-17	09-Nov-17							<div>Refine GMP Schedule - New City Hall</div>											
		PC3360	Owner Approval of Bid Packages - NewCity Hall	3	03-Nov-17	07-Nov-17							<div>Owner Approval of Bid Packages - NewCity Hall</div>											
		PC3380	Update Bidders List - New City Hall	3	03-Nov-17	07-Nov-17							<div>Update Bidders List - New City Hall</div>											
		PC3390	Issue Bid Packages - New City Hall	15	08-Nov-17	30-Nov-17							<div>Issue Bid Packages - New City Hall</div>											
		PC3400	Receive Bids and Prepare GMP	5	01-Dec-17	07-Dec-17								<div>Receive Bids and Prepare GMP</div>										
		PC3270	GMP Negotiate and Approve - New City Hall	5	08-Dec-17	14-Dec-17								<div>GMP Negotiate and Approve - New City Hall</div>										
	Parking Garage			80	31-Aug-17	26-Dec-17																		
	Design Garage B (8B)			60	31-Aug-17	27-Nov-17																		
		PC3410	Conceptual Design - Garage B	30	31-Aug-17	12-Oct-17						<div>Conceptual Design - Garage B</div>												
		PC3420	Conceptual Design Approval - Garage B	5	13-Oct-17	19-Oct-17							<div>Conceptual Design Approval - Garage B</div>											
		PC3430	30% Schematic Design - Garage B	20	20-Oct-17	16-Nov-17							<div>30% Schematic Design - Garage B</div>											
		PC3450	30% Schematic Design Approval - Garage B	5	17-Nov-17	27-Nov-17								<div>30% Schematic Design Approval - Garage B</div>										
	Pre-construction Garage B (8B)			55	06-Oct-17	26-Dec-17																		
		PC9870	Solicit Bidders - Garage B	10	06-Oct-17	19-Oct-17							<div>Solicit Bidders - Garage B</div>											
		PC9900	Develop Bid Packages - Garage B	10	13-Oct-17	26-Oct-17							<div>Develop Bid Packages - Garage B</div>											
		PC9850	Develop Project Concept Schedule -Garage B	15	13-Oct-17	02-Nov-17							<div>Develop Project Concept Schedule -Garage B</div>											
		PC9880	Owner Approval of Bid List - Garage B	3	20-Oct-17	24-Oct-17							<div>Owner Approval of Bid List - Garage B</div>											
		PC9890	Develop and Publish Pre-Qualification Package - Garage B	15	20-Oct-17	09-Nov-17							<div>Develop and Publish Pre-Qualification Package - Garage B</div>											
		PC9910	Owner Approval of Bid Packages - Garage B	3	27-Oct-17	31-Oct-17							<div>Owner Approval of Bid Packages - Garage B</div>											
		PC9860	Owner Approval of Schedule - Garage B	5	03-Nov-17	09-Nov-17							<div>Owner Approval of Schedule - Garage B</div>											
		PC9920	Update Bidders List - Garage B	3	10-Nov-17	14-Nov-17							<div>Update Bidders List - Garage B</div>											
		PC9930	Issue Bid Packages - Garage B	15	17-Nov-17	11-Dec-17							<div>Issue Bid Packages - Garage B</div>											
		PC9940	Refine GMP Schedule - Garage B	10	17-Nov-17	04-Dec-17							<div>Refine GMP Schedule - Garage B</div>											
		PC9950	Receive Bids and Prepare GMP - Garage B	5	12-Dec-17	18-Dec-17								<div>Receive Bids and Prepare GMP - Garage B</div>										
		PC3470	GMP Negotiate and Approve - Garage B	5	19-Dec-17	26-Dec-17								<div>GMP Negotiate and Approve - Garage B</div>										
Start Date : 06-Mar-17 Finish Date :09-Jul-20 Data Date : 06-Mar-17 Print Date : 25-May-17 - 10:07		<div><div>■</div> Remaining Level of ...</div> <div><div>■</div> Actual Level of Effort</div> <div><div>■</div> Actual Work</div> <div><div>■</div> Remaining Work</div> <div><div>■</div> Critical Remaining ...</div>		CBB10		Boynton Beach Town Square Redevelopment					3 of 3			HASKEL Project # 44183										
												Date				Revision	Chec...	Approved						
												25-May-17												

Exhibit 3

Phase I Development Services E2L Real Estate Solutions, LLC (Attachment B)
Boynton Beach Town Square Public Sector -25 or 30 year term lease

Site Area: 16.0000 Acres (estimated on 1647 parking spaces)
Building Area: 960,000 Gross Square Feet (pending final program)
Rentable Square Feet
Net Usable Square Feet

I. Development Costs		<u>Amount</u>	<u>Per GSF (Building)</u>	<u>% Category</u>	<u>Comment</u>
Land-Police and Fire parcel offsite, remaining acre in town square for public 7 acres with 9 acres to be converted to private (verify with alta survey)	N/A				City currently owns/sale option under bonds to be considered for cashflow
Adjoining property purchase of existing condos	N/A				Confirm with Boynton Beach
Land Closing real estate commissions and Carry Cost	Phase II				
Traffic Study	Phase II				Confirm with Boynton Beach
Appraisal	Phase II				May need secondary for land closings
Title Insurance	Phase II				Estimate
Environmental (Phase I)	Phase II				City will address all related work necessary to prepare and address plan for remediation
Survey ALTA at Acquisition (post construction)	Phase II				Estimate
Legal Fees - Contact (Byrd Campbell) Jeff Bahnson		\$54,000			115 hours plus travel
Legal Fees - Zoning (Michael Weiner)		\$25,000			Estimate for master plan submission during phase I council hearings
Palm County and City Transfer Tax	Phase II				Estimate to be confirmed for private development
Real Estate Tax Carry	Phase II				Same as transfer tax above
Lender Financing Fee	Phase II				With CFP services and fees below
Lender Architect / Inspections	Phase II				Est. - 24 inspec at \$1.5K each-confirm with Dick Ward
Lease Commission brokers	Phase II				Costs for E2L services related to real estate services
Guarantor Fee	Phase II				verify with Dick Ward on equity
Other Closing Costs	Phase II				Partner pursuit expenses
Other Contingency	Phase II				Estimate
Subtotal		\$79,000			
II. Soft Costs		<u>Amount</u>	<u>Per GSF (Building)</u>	<u>% Category</u>	<u>Comment</u>
Architect & Engineering - Structural (A/I/S/M/E/P)	Phase II				With each building costs below
Added Services (A&E)-Allowance to GMP	Phase II				specialty design services?
Security / Blast (Hinman)	N/A				N/A
Civil Landscape	Phase II				estimate to be validated with Kimley Horn-Carried with Baker Barrios in Master Plan Haskell D/B costs below
Brownfield services-Cardno	N/A				City to handle services through CRA
Soil Surveys, Geotech, & Environmental-GFA	N/A				Boynton Beach to provide as needed for Phase I services
Public Relations Firm		\$50,000			Merchant Strategies/LDG-see Y1 proposal provided with City concurrence set 6.8.17 call
Partnering / Conf Fees & Costs		\$30,000			2 meetings at \$15k each
Road Bonds	Phase II				confirm with City/State if required
Site & Building Permits	Phase II				Estimate-Negotiate with City to reduce for overall development
Water & Sewer / Utility Impact Fees	Phase II				By City of Boynton Beach
Construction Photo Documentation		\$10,000			Vaktare-Complete record documentation of existing conditions for archives
Insurance		\$12,000			Contract coverages at \$1MM occurrence plus, Builders risk to be determine.
Reimbursable / Printing		\$10,000			Allowance to cover Phase I deliverables-use electronic
Legal and Bond Project Management Fees-Best & Flaggan		\$175,000			April,18th award to 5 month services for Phase I with Community Facilities Partners.
Soft Cost Contingency	Phase II				to be negotiated upon definition of Phase II scope
Subtotal		\$287,000			

Phase I Development Services E2L Real Estate Solutions, LLC (Attachment B)
Boynton Beach Town Square Public Sector -25 or 30 year term lease

Site Area:	16.0000	Acres (estimated on 1647 parking spaces)
Building Area:	960,000	Gross Square Feet (pending final program)
		Rentable Square Feet
		Net Usable Square Feet

III. Construction Period Costs	Amount	Per GSF (Building)	% Category	Comment
Police Building (70,000 SF)	\$587,308			HJHlgh and ADG-see scope and proposal letter
Fire Station	\$275,180			HJHlgh and ADG-see scope and proposal letter
City Hall (50,000 SF)	\$840,091			Confirm with Haskell and Baker
Library Renovations	w/City Hall above			determine scope of work, ADA and structural adjustments to accommodate City Hall
Parking garages 8B 340 cars using \$15,000 Per Space	\$150,000			Finrock to complete as design build offering-foundation design to be conservative with no soil borings available
Building demolitions for Police, Fire, Garage, City Hall, Civic Center Phase II				Work to be completed in phases as priced and scheduled by D.H Griffin
Site Infrastructure Improvements	w/City Hall above			Haskell and Kimley Horn to establish budget to address roads, hardscape, landscape and park areas-City to handle all utilities to the buildings with parameter roads
Historical High School renovations	\$1,500,000			Look at secondary Bond issuance for project if needed by Straticon, to be paid direct with CRA funding
Dunlap and Associates on Financial pro-forma for bonds, revenues	\$45,000			5 months services to be validated with City Financial consultant based on conference call 6.8.17
Partnership Trailer	Phase II			assume 30 months on site
Quality Control Trailer	Phase II			Co-locate if reasonable
Preconstrucion Management services by E2L	\$75,000			30 % to concur with Phase I services,
City consultant for Phase I services (Stantec)	\$100,000			Prepaid with award notice
Development Fee	\$235,000			Phase I at 5 months/\$47,000 month with off ramp fee per contract if Phase II not elected to proceed.
Original equity fee for Phase I services	\$45,000			1.5% of Phase I cost
Subtotal	\$3,852,579			

IV. Interest	(at	5.00%	per annum compounded monthly)
Item	at	Coverage	Months
To shell completion:			
Dev. Costs (I)		100%	12
Soft costs (II)		100%	12
Construction Period Costs (III)		65%	12
After shell completion :			
Carry on all costs to date during			
i. Average Vacancy		100%	0
ii. Average Rent Abatement		100%	0
			0
Interest on Tenant Improvements, Leasing Commissions & Space Planning		50%	0
Subtotal	\$146,844	\$0.00	3.4%

Total Development Cost	\$4,365,423	\$0.00
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CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/12/2017

REQUESTED ACTION BY COMMISSION: None

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	6/9/2017 - 4:52 PM



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REQUESTED ACTION BY COMMISSION: None

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