

Community Redevelopment Agency Board Meeting Tuesday, August 14, 2018 - 6:30 PM City Commission Chambers 100 E. Boynton Beach Boulevard 561-737-3256

AGENDA

- 1. Call to Order
- 2. Invocation
- 3. Roll Call
- 4. Agenda Approval
 - A. Additions, Deletions, Corrections to the Agenda
 - B. Adoption of Agenda
- 5. Legal
 - A. Status of 211 E. Ocean Avenue Reverting Back to the CRA
- 6. Informational Items and Disclosures by Board Members and CRA Staff:
 - A. Disclosure of Conflicts, Contacts, and Relationships for Items Presented to the CRA Board on Agenda
- 7. Announcements and Awards
- 8. Information Only
 - A. Marketing and Business Development Campaign
 - B. Public Relations Articles Associated with the BBCRA
 - C. Public Comment Log
 - D. Social Media Outreach Program Update
- 9. Public Comments
- 10. Consent Agenda
 - A. Financial Report Period Ending July 31, 2018
 - **B.** Finance Department Purchase Orders for amounts exceeding \$10,000 for the month of July 2018
 - C. Approval of Rent Reimbursement Grant in the amount of \$8,400 to A&D Bikes, LLC d/b/a By Cycle Located at 640 E. Ocean Avenue (Unit 21)
 - **D.** Approval of Board Meeting Minutes June 12, 2018

11. Pulled Consent Agenda Items

12. Public Hearing

13. Old Business

- A. Boynton Beach Boulevard Streetscape Improvement Project Update on Decorative Sidewalk Operations and Maintenance Costs
- **B.** Consideration of Pathways to Prosperity's Second Quarter Reimbursement Request for the Nonprofit Organization Grant Program
- C. Neighborhood Officer Program 3rd Quarter Report for FY 2017 2018
- D. Consideration and Discussion of Fiscal Year 2018/2019 Budget

14. New Business

- A. CRA Board Discussion and Consideration of Executive Director's Annual Performance Review
- **B.** Discussion and Consideration of Responses to RFP/RFQ for the CRA Owned Properties Located at NE 4th and NE 5th Avenues, a/k/a the Cottage District
- C. Consideration of Disposal of Thomas Property to the City for Sara Sims Park
- D. Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2018 Annual Conference on October 24-26, 2018 in Fort Myers, Florida
- E. Consideration of Purchase of the Property Located at 106 NE 3rd Avenue

15. CRA Advisory Board

- A. Pending Assignments
 - 1. Consideration and Discussion of the Letter Submitted by the Community Caring Center Boynton Beach, Inc. (CCC), for their property located at 145 NE 4th Ave, Boynton Beach, Florida
- **B.** Reports on Pending Assignments
- C. New Assignments

16. Future Agenda Items

A. Consideration of Responses to the RFP/RFQ for the MLK Corridor

17. Adjournment

NOTICE

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

THE CRA SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO

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AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CRA. PLEASE CONTACT THE CRA, (561) 737-3256, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CRA TO REASONABLY ACCOMMODATE YOUR REQUEST.

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



CRA BOARD MEETING OF: August 14, 2018

LEGAL

AGENDA ITEM: 5.A.

SUBJECT:

Status of 211 E. Ocean Avenue Reverting Back to the CRA

SUMMARY:

As requested at the CRA Board's July 10, 2018 meeting, staff is providing an update on the enforcement of the reverter provision within the Purchase and Development Agreement for 211 E. Ocean Avenue property. At the July meeting, the Board directed legal counsel to initiate the necessary legal actions to enforce the reverter provisions of the Agreement based on developer/owner Shovel Ready Projects, LLC's failure to comply with the terms of the Agreement.

Subsequent to the July Board meeting, Tom Carney, legal counsel for Shovel Ready Projects, LLC, contacted CRA staff and legal counsel indicating Shovel Ready Projects, LLC's willingness to comply with the reverter provision. In light of Shovel Ready Projects, LLC's agreement to revert the property to the CRA as required by the Agreement, legal action was not necessary.

Shovel Ready Projects, LLC returned the property's deed (see Attachment I) to the CRA in exchange for return of the original acquisition value of \$255,000 minus any closing costs and past due taxes were deducted from the proceeds as set forth in the closing statement (see Attachment II).

FISCAL IMPACT:

\$251,630.26 Budget Line Item 02-58200-404 & 02-58400-444

CRA PLAN/PROJECT/PROGRAM:

N/A

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

No action required.

ATTACHMENTS:

Description

- Attachment I Warranty Deed
- Attachment II Executed Closing Statement

Prepared by and return to:

Kenneth W. Dodge, Esquire Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, FL 33401 Telephone: 561-640-0820

File Number: 2419-128

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this day of July, 2018, between Shovel Ready Projects, LLC, a Pennsylvania limited liability company, whose post office address is 630 North 3rd Street, Philadelphia, PA 19123, grantor, and Boynton Beach Community Redevelopment Agency, a public agency created pursuant to Chapter 163, Part III, Florida Statutes, whose post office address is 710 North Federal Highway, Boynton Beach, FL 33435, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

Lots 13 and 14, Block 4, ORIGINAL TOWN OF BOYNTON BEACH, according to the Plat thereof, recorded in Plat Book 1, Page 23, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 08-43-45-28-03-004-0130

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Shovel Ready Projects, LLC, a Pennsylvania limited liability company

Stephen Labov

Its:

Witness Name:

Witness Name:

State of New Jersey	
County of Atlantic	h h = +
	and Augus!
The foregoing instrument was acknowledged before me this	day of July, 2018 by Stephen Labov of Shovel Ready
Projects, LLC, a Pennsylvania limited liability company,	who [] is personally known or [] has produced a driver's
license as identification.	Cacol R Nel
[Notary Seal]	Notary Public
[rvotary Sour]	Printed Name:
	My Commission Expires:
	CAROL R. NELSON
	A Notary Public of New Jersey My Commission Expires 10/07/2020

B. Type of Lo	an				
1. FHA 4. V.A.	2. FmH/	O	6. File Number 18-0015	7. Loan Number	8. Mortg. Ins. Case Num.
C. NOTE: This	form is furnished	d to give you a statement of	actual settlement costs.	Amounts paid to and by the settlemen	nt agent are shown, Items
ma	rked "(p.o.c.)" we	re paid outside the closing;	they are shown here for ir	nformational purposes and are not inc	luded in the totals.
D. NAME OF E	BORROWER:	Boynton Beach Communit Statutes	ty Redevelopment Agency	r, a public agency created pursuant to	Chapter 163, Part III, of Florida
Address of	Borrower:	710 N. Federal Highway, Boynton Beach, Florida 33435			
E. NAME OF S	ELLER:	Shovel Ready Projects, LL	C, a Pennsylvania limited	liability company	
Address of Seller: 630 North 3rd Street, Philadelphia, Pennsylvania 19123 TIN:			TIN:		
F. NAME OF L Address of					
G. PROPERTY	LOCATION:	211 E. Ocean Avenue, Boy	ynton Beach, Florida 3343	15	
H. SETTLEME	NT AGENT:	Lewis, Longman & Walker	; P.A.		TIN: 65-0500793
Place of Set	tlement:	515 North Flagler Drive, Si	uite 1500, West Palm Bea	ach, Florida 33401	Phone: 561-640-0820
I. SETTLEME	NT DATE:	8/8/18	8/8/18 DISBURSEMENT DATE: 8/8/18		

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower: 101 Contract sales price	255 000 00	400. Gross amount due to seller: 401. Contract sales price	255,000,0
102 Personal property	255,000.00	The state of the s	255,000 0
The state of the s	_	402 Personal property	
103. Settlement charges to borrower (Line 1400) 104.		403.	
105.	_	404.	
Adjustments for items paid by seller in advance:			
106. City/town taxes		Adjustments for items paid by seller in advance: 406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	255 000 00	420. Gross amount due to seller:	255,000.00
200. Amounts paid or in behalf of borrower:	230,000,00	500. Reductions in amount due to seller:	255,000.00
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	9.033.52
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510 City/town taxes	
211. County taxes from 01/01/18 to 08/08/18	3,369.74	511. County taxes from 01/01/18 to 08/08/18	3,369.74
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	3,369.74	520. Total reductions in amount due seller:	12,403.26
300 Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	255,000.00	601. Gross amount due to seller (line 420)	255,000.00
302. Less amount paid by/for the borrower (line 220)	(3,369.74)	602. Less total reductions in amount due seller (line 520)	(12,403.26)
303. Cash (🗹 From 🔲 To) Borrower:	251,630.26	603. Cash (To From) Seller:	242,596.74

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).





L Settlement charges	#255 000 00 @		Borrower POC Seller POC	Paid from	Paid from
700. Total Sales/Brokers Com. based on price 701. % to	\$255,000.00 @	% =		Borrower's Funds at	Seller's Funds at
701. % to 702. % to				Settlement	Settlement
703. Commission paid at settlement					
704 to					
800. Items payable in connection with loan.		A 5 6 7 5 7	Barrower POC Seller POC		
801. Loan origination fee % to					
802 Loan discount % to 803. Appraisal fee to					
803. Appraisal fee to 804. Credit report to					
805. Lender's inspection fee to					
806. Mortgage insurance application fee to					
807. Assumption Fee to					
808. to					
809. to					
810. to					
811. to					
900. Items required by lender to be paid in advance 901. Interest from to	10.00		Borrower POC Seller POC		
902. Mortgage insurance premium for months	to.	/day			
903. Hazard insurance premium for years					
904. Flood insurance premium for years					
905 years	Control of the Contro				
1000. Reserves deposited with lender:			Borrower POC Seller POC		
1001. Hazard insurance	months @	per month			
1002. Mortgage insurance	months @	per month			
1003. City property taxes	months @	per month			
1004. County property taxes	months @	per month			
1005. Annual assessments 1006. Flood insurance	months @	per month			
1007.	months @	per month			
1008.	months @	per month			
1009. Aggregate accounting adjustment	months @	per month			
1100 Title charges:			Borrower POC Serier POC		
1101. Settlement or closing fee to					
1102. Abstract or title search to					
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to 1107. Attorney's Fees to					
(includes above item numbers:			- 1		
1108. Title Insurance to					
(includes above item numbers:			4		
1109. Lender's coverage (Premium):					
1110. Owner's coverage (Premium):					
1111. Endorse:					
1112, to					
1113. to					
1200. Government recording and transfer charges	240.40		The state of the state of		
1201. Recording fees Deed	\$19.10 Mortgage(s)	Release	S		19.10
1202. City/county tax/stamps Deed 1203. State tax/stamps Deed	Mortgage(s)				1 705 00
1203. State tax/stamps Deed \$	51,785.00 Mortgage(s)				1,785.00
1205.	to to				
i 1300. Additional settlement charges	علج التجييليات بهنا		Borrower POC Seller POC		
	Palm Beach County Tax Colle				6,363.34
	Old Republic National Title In:	surance Company			200.00
	PropLogix				150.00
1000	City of Boynton Beach				516.08
1305. to					
1306. to 1307. to					
4000					
1308. to					
1400. Total settlement charges:		VINE DE LA COLUMN	Charles of the Court of the	and the second	
(Enter on lines 103, Section J and 502, Section K)				0.00	9,033.52
I have carefully reviewed the HUD-1 Settlement Statement a			curate statement of all recei	pts and disbursem	ents made on
my account or by me in this transaction. I further certify that I	•	1			
Boynton Beach Community Sedevelopment Ager	•	Shovel Beady	LLC /		_
Steven B. Grant, Chair	Borrower	Steemen Laber	1 W/		Seller
	Borrower	10			
	DOMON				Seller
The HUD-1 Settlement Statement which I have prepared is a	true and accurate account of this	transaction I have severe	Lorudi oquee the fired- t-	ho distructor of the co	and days.
with this statement	use one accurate account of this	o udusacuon. I nave caused	i, or will caluse, the funds to	ue dispursed in ac	cordance
with this statement.					

	Lewis,	Longman	O.	vvaiker,	P.A
٠.					

As its Authorized Representative

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



CRA BOARD MEETING OF: August 14, 2018

INFORMATION ONLY

AGENDA ITEM: 8.A.

SUBJECT:

Marketing and Business Development Campaign

SUMMARY:

Neighborhood News - Working with Neighborhood News to reach out to the western Boynton communities, this marketing strategy will continue to promote downtown Boynton Beach. This publication is mailed to **17,500 homes/clubhouses**, with over **10,000 additional subscribers that read the digital edition online and on Facebook**. The August ad featured the campaign *Beat the Summer Heat in Boynton Beach* featuring the marina businesses and the marina restaurants. \$450.00 (Exhibit A)

Delray Beach Newspaper - The August issue of the Delray Newspaper featured a full-page color ad highlighting the marina businesses including the marina restaurants in a *Beat the Summer Heat in Boynton Beach* campaign. This publication reaches over 15,000 direct online readers, a circulation of **12,000 papers distributed to 250 locations** in Palm Beach County and a copy mailed **directly to over 2,000 homes**. \$795.00 (Exhibit B)

Gateway Gazette (f/n/a Boynton Forum) - As part of the ongoing marketing efforts to showcase Boynton Beach as a destination, the CRA staff allocated funds in the budget for an ad in the Gateway Gazette (formally known as the Boynton Forum) serving Boynton Beach, Lantana, Hypoluxo, Atlantis, South Palm Beach, Manalapan, Ocean Ridge, and Briny Breezes. The Gateway Gazette is featured in Wednesday's and Sunday's Sun-Sentinel issues.

The ad was also available online at www.sunsentinel.com/community/gateway-gazette/. Every month the ad has a different theme to support the overall mission to promote the downtown businesses. The August double-page ad featured the campaign *Beat the Summer Heat in Boynton Beach* with a listing of the marina businesses, dive shops, and bait & tackle shops. \$858.00 (Exhibit C)

Coastal Star- The Coastal Star newspaper serves the eastern community of Hypoluxo Island, South Palm Beach, Manalapan, Ocean Ridge, Briny Breezes, Gulf Stream and coastal Delray which reaches out to that specific demographic. The *Beat the Summer Heat in Boynton Beach* ad displayed the restaurants in a ½ page placement that appeared in the northern addition, *also* as a bonus it appeared in the Southern addition, which covers Boca Raton and Highland Beach. Cost: \$1,000.00 quarter page ad (Exhibit D)

Florida Sport Fishing Journal/Online/Television - A quarter page ad was created for the August issue highlighting the Boynton Harbor Marina with a readership of 200,000. \$737.00 (Exhibit E)

Fun Fare Magazine- The new season event marketing material will start with an ad in the City's Recreation & Parks magazine Fun Fare, with the 7th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash. Free (Exhibit F)

Signage- 4x8 signage for the Boynton Harbor Marina went up in 7 locations in Boynton Beach to let the community know what the Boynton Harbor Marina offers to the public with a sign for each: Fishing, Diving, Dining, Boating, Jet ski rental and a listing of the entire marina. (Exhibit G) **Catch Boynton Blog -** A blog is a website that combines text, images, and links to serve as a social networking service. The CRA blog can be found at catchboynton.wordpress.com. The "Catch Boynton" blog focuses on the businesses and events for Boynton Beach. By blogging, we can reach a more diverse audience to encourage and inform them about Boynton Beach and all that the City of Boynton Beach has to offer. Follow catchboynton.wordpress.com for updates covering a various scope of things to do around the city. The month of August featured Beat the Summer Heat in Boynton Beach featuring Lobster Mini-Season with information about the dive shops and booking with the Boynton Harbor Marina dive charters. The blog listed the dive

Social Media Campaign & Newsletter Email Blasts - The CRA staff established a strong social media campaign for business development on Facebook, Twitter, and Instagram. The goal is to keep the community engaged and informed about businesses in the CRA district **#HitTheBiz**. (Exhibit I)

charters and a link to their websites. (Exhibit H)

The 7th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash PTV (Pirate Television) videos - It is that time of year again and staff is gearing up for the 7th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash marketing. This year's marketing intuitive consists of a series of PTV (Pirate Television) the official news channel videos on social media. The objective is to promote various components of the event - before, during, and after. The business development component this month featured a "Pop-Up" Event with live video on the CRA Facebook page and the Boynton Beach Haunted Pirate Fest & Mermaid Splash Facebook page encouraging people to come out to the business and take a photo with the Pirate to win pirate treasure in seven Downtown businesses. The Downtown businesses were Boardwalk Italian Ice & Creamery, FSB Men's Wear, Hurricane Alley, Amanda James, The Sol Oasis, The Blossom Shoppe and 500 Ocean. The engagement was so successful we had a Dad with his son dressed as a pirate come out to take a photo with the Pirate. Another Dad came out to take a photo with the Pirate to send to his daughter away at camp, in every business, we had people taking photos and sharing them on social media. The next business development Pirate sighting "Pop-Up" Event is scheduled for August 17, staff will be visiting the businesses that are signed up for Pirate Fest business development section. \$700.00 (Exhibit J)

The 7th Annual Boynton Beach haunted Pirate Fest & Mermaid Splash Social Media Campaign- The Pirate Fest social media campaign has started with posts to recruit vendors and sponsors to this years event. Staff is also promoting the Hooks & Tails Costume Contest inviting event goers to enter into the contest. Staff is also creating engagement with the post "Like" if you are #TeamMermaid or "Comment" if you are #TeamPirate. (Exhibit K)

FISCAL IMPACT:

FY 2017-2018 Budget, Project Fund line Item 02-58400-445 - \$121,000

CRAPLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

No action required at this time unless otherwise determined by the Board.

ATTACHMENTS:

Description

- Exhibit A-H
- Attachment I
- Attachment J
- Attachment K

Exhibit A - Neighborhood News















FISHING CHARTERS

CHIP'S AHOY CHARTER 561-436-1417 CHIPSAHOYCHARTER.COM

GREAT DAY SPORT FISHING 561-732-1980 GREATDAYSPORTFISHING.COM

Ham'r time Fishing Charters 561-685-1207 Hamrtimefishing.com

MILLER TIME FISHING CHARTERS 561-732-3597 MILLERTIMEFISHING.COM

DINING

TWO GEORGES WATERFRONT GRILLE 561-736-2717 TWOGEORGESRESTAURANT.COM

Banana Boat 561-732-9400 Bananaboatboynton.com

Marina cafe 561-424-4222 marinacafeboyntonbeach.com

DRIFT FISHING

SEAMIST III DRIFT FISHING 561-732-9974 SEAMIST3.COM

BOAT & JET SKI RENTALS

BOYNTON BEACH BOAT & JET SKI 561-585-8721 IRENTBOAT.COM

GULFSTREAM BOAT CLUB 561-865-7797 GULFSTREAMBOATCLUB.COM

INTRACOASTAL BOAT & JET SKI 561-735-0612 WAVEJUMPERS.COM

LIMBO CHARTERS 561-735-1433 LIMBOCHARTERS.COM

SCUBA DIVING

LOGGERHEAD ENTERPRISE 561-588-8686 LOGGERHEADCHARTERS.COM

Splashdown Divers 561-736-0712 Splashdowndivers.com

STARFISH ENTERPRISE 561-212-2954 STARFISHSCUBA.COM

UNDERWATER EXPLORERS 561-577-3326 DIVEBOYNTONBEACH.COM



Bounton Beach









FISHING CHARTERS CHIP'S AHOY CHARTER 561-436-1417 CHIPSAHOYCHARTER.COM

GREAT DAY SPORT FISHING 561-732-1980 GREATDAYSPORTFISHING.COM

HAM'R TIME FISHING CHARTERS 561-685-1207 HAMRTIMEFISHING.COM

MILLER TIME FISHING CHARTERS 561-732-3597 MILLERTIMEFISHING.COM

DRIFT FISHING SEAMIST III DRIFT FISHING 561-732-9974 SEAMIST3.COM

SCUBA DIVING

LOGGERHEAD ENTERPRISE 561-588-8686 LOGGERHEADCHARTERS.COM

SPLASHDOWN DIVERS 561-736-0712 SPLASHDOWNDIVERS.COM

STARFISH ENTERPRISE 561-212-2954 STARFISHSCUBA.COM

UNDERWATER EXPLORERS 561-577-3326 **DIVEBOYNTONBEACH.COM**

BOAT & JET SKI RENTALS BOYNTON BEACH BOAT & JET SKI

561-585-8721 IRENTBOAT.COM

GULFSTREAM BOAT CLUB 561-865-7797 **GULFSTREAMBOATCLUB.COM**

INTRACOASTAL BOAT & JET SKI 561-735-0612 WAVEJUMPERS.COM

LIMBO CHARTERS 561-735-1433 LIMBOCHARTERS.COM

#BEATTHEHEATBB

DINING

561-736-2717 TWOGEORGESRESTAURANT.COM

MARINA CAFE 561-424-4222

MARINACAFEBOYNTONBEACH.COM

TWO GEORGES WATERFRONT GRILLE BANANA BOAT 561-732-9400 BANANABOATBOYNTON.COM

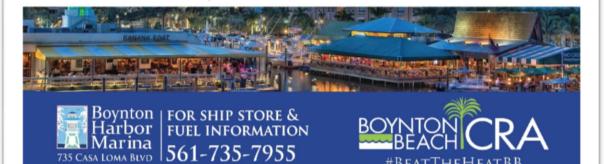
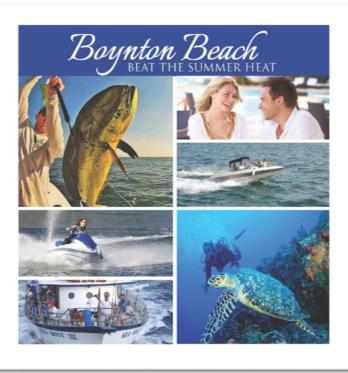


Exhibit C - Gateway Gazette



FISHING CHARTERS CHIP'S AHOY CHARTER 561-436-1417 CHIPSAHOYCHARTER.COM

GREAT DAY SPORT FISHING

561-732-1980 GREATDAYSPORTFISHING.COM

HAM'R TIME FISHING CHARTERS

561-685-1207 HAMRTIMEFISHING.COM

MILLER TIME FISHING CHARTERS 561-732-3597 MILLERTIMEFISHING.COM

DINING

TWO GEORGES WATERFRONT GRILLE S61-736-2717 TWOGEORGESRESTAURANT.COM

BANANA BOAT 561-732-9400 BANANABOATBOYNTON.COM

SCUBA DIVING LOGGERHEAD ENTERPRISE 561-588-8686 LOGGERHEADCHARTERS.COM

SPLASHDOWN DIVERS S61-736-0712 SPLASHDOWNDIVERS.COM

STARFISH ENTERPRISE 561-212-2954 STARFISHSCUBA.COM

UNDERWATER EXPLORERS 561-577-3326 DIVEBOYNTONBEACH.COM

DRIFT FISHING SEAMIST III DRIFT FISHING 561-732-9974 SEAMIST3.COM

DIVE SHOPS BOYNTON DIVE CENTER 561-732-8590 BOYNTONBEACHDIVECENTER.COM

SPLASHDOWN DIVERS S61-736-0712 SPLASHDOWNDIVERS.COM

BOAT & JET SKI RENTALS BOYNTON BEACH BOAT & JET SKI 561-585-8721

IRENTBOAT.COM GULFSTREAM BOAT CLUB

GULFSTREAMBOATCLUB.COM INTRACOASTAL BOAT & JET SKI 561-735-0612 WAVEJUMPERS.COM

LIMBO CHARTERS 561-735-1433 LIMBOCHARTERS.COM

BAIT & TACKLE FLORIDA NATIVE BAIT & TACKLE 561-738-2246 1824 N FEDERAL HWY

BOYNTON FISHERMAN'S SUPPLY 561-736-0568 618 N FEDERAL HWY

MARINA BAIT & TACKLE 561-810-8246 640 E. OCEAN AVE.



Exhibit D - Coastal Star

Boynton Beach



HURRICANE ALLEY



TWO GEORGE'S 728 Casa Loma Blvd



BANANA BOAT 739 E Ocean Ave



BAILEY'S BLENDZ 640 E Ocean Ave.



MARINA CAFE 100 NE 6th Street



PRIME CATCH 700 E Woolbright Rd.



DEEP OCEAN REEF



SWEETWATER 1507 S Federal Hwy



DRIFTWOOD

WORLD CLASS DINING ALL SUMMER

#BEATTHEHEATBB



Exhibit E- Florida Sport Fishing Journal

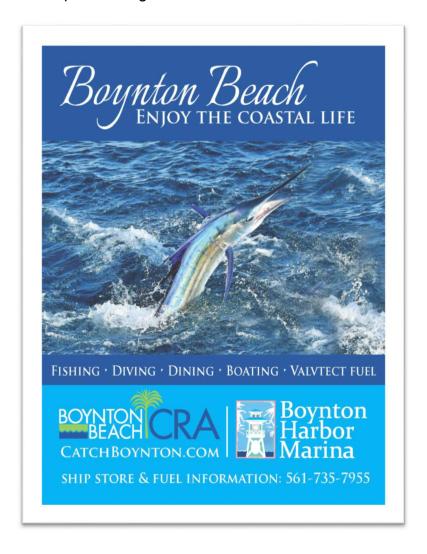


Exhibit F - Funfare Magazine





Boynton Beach Boat Rentals 561-585-8721

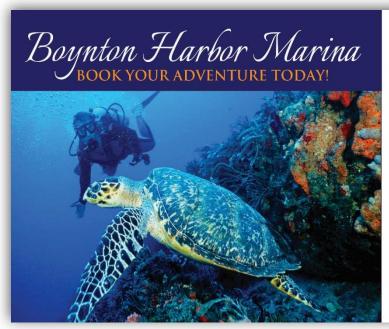
Gulfstream Boat Club 561-865-7797

Limbo Charters 561-735-1433









Loggerhead Enterprise 561-588-8686

Splashdown Divers 561-736-0712

Starfish Scuba 561-212-2954

Underwater Explorers 561-577-3326





Boynton Harbor Marina

FISHING

Chip's Ahoy Charter 561-436-1417

Great Day Sport Fishing 561-732-1980

Ham'r Time Sport Fishing Charters 561-685-1207

Miller Time Fishing Charters 561-732-3597

Seamist III Drift Fishing 561-732-9974

BOAT MEMBERSHIP

Gulfstream Boat Club 561-865-7797

DIVING

Loggerhead Enterprise 561-588-8686

Splashdown Divers 561-736-0712

Starfish Scuba 561-212-2954

Underwater Explorers 561-577-3326

JET SKI RENTAL

Boynton Beach Jet Ski Rental 561-588-3111

Intracoastal Jet Ski Rentals 561-735-0612

BOAT RENTAL

Boynton Beach Boat Rentals 561-585-8721

Gulfstream Boat Club 561-865-7797

INTRACOASTAL CHARTERS **Limbo Charters**

561-735-1433









Chip's Ahoy Charter 561-436-1417

Great Day Sport Fishing 561-732-1980

Ham'r Time Sport Fishing 561-685-1207

Miller Time Fishing Charters 561-732-3597

Seamist III Drift Fishing 561-732-9974







Banana Boat 739 E. Ocean Ave. 561-732-9400

Marina Cafe 100 NE 6th St. 561-424-4222

Two Georges Waterfront Grille 728 Casa Loma Blvd. 561-736-2717







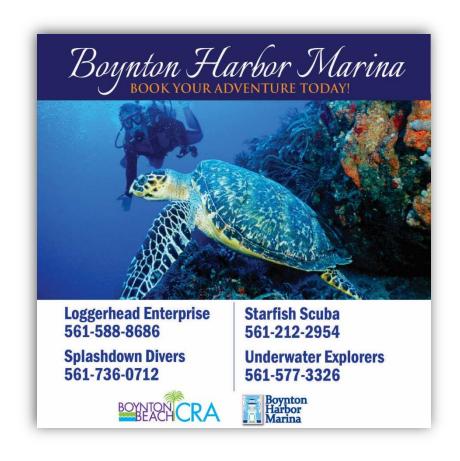


Exhibit H - Catch Boynton Blog



CATCHBOYNTON Beat the Heat in Boynton Beach





Lobster Mini-Season starts at midnight on Wednesday, July 25th! Boynton Beach is one of the best places to catch lobster due to its close proximity to the Gulf Stream. A multitude of shipwrecks and coral reefs line the coast, giving lobsters many places to live and thrive. Each person is allowed to take 12 lobsters from 12 A.M. on July 25th to 11 P.M. on July 26th. The regular lobster season opens on August 6th through March 31st.

Want more information on how to participate in this year's Mini Season? Visit one of the local dive shops (listed below) for information and gear. The <u>Boynton Harbor Marina</u> also offers dive charters (listed below) that will take you out for Mini Season. Book your dive today!

#BeatTheHeatBB by spending time out on the water in Boynton Beach!

Dive Shops

Boynton Beach Dive Center

Splashdown Divers

Dive Charters

Loggerhead Enterprise

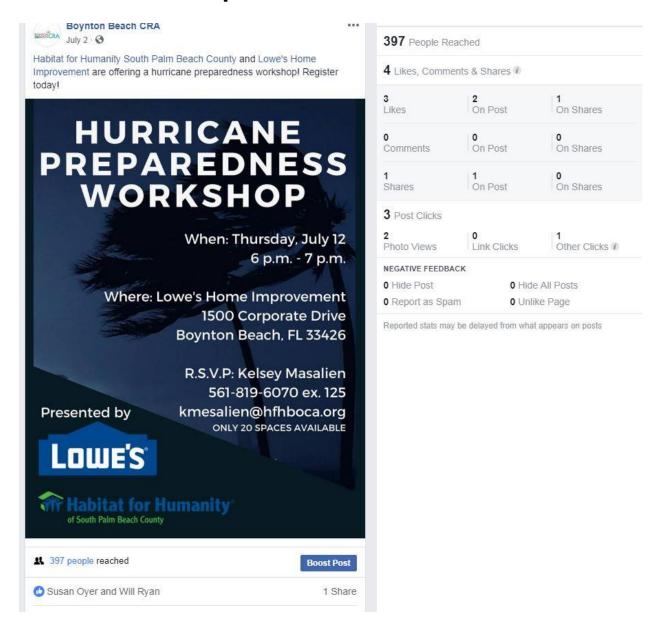
Splashdown Divers

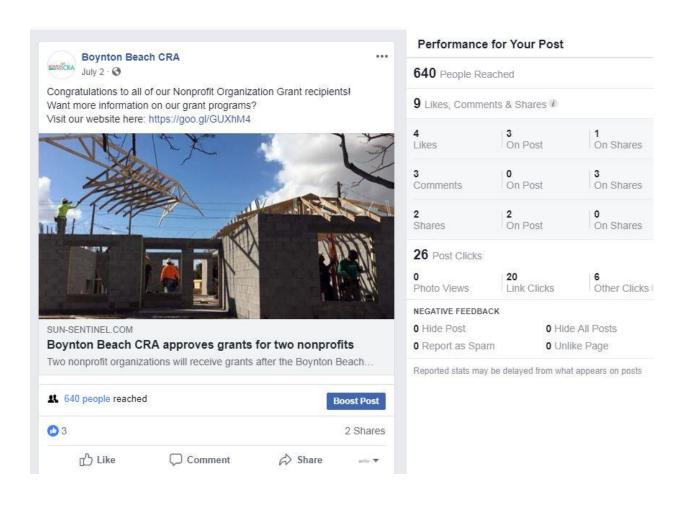
Starfish Enterprise

Underwater Explorers

Exhibit I

Business Development







Did someone say tacos? Visit Tijuana flats east Boynton for Taco Tuesday! #HitTheBiz



Tijuana Flats June 26 - 😚

Like Page

On Tuesdaze, we taco! Visit your local Tijuana Flats today for #TijuanaTuesdaze and enjoy two tacos, chips and a drink for \$5.99.

\$1 extra for steak. Pricing is \$5.49 at GA, NC, SC, VA & select FL locations.

Visit https://tijuanaflats.com/locations/ to find your nearest location.

28 people reached

OO Duprea Gray and Kerri Fortman

1 Share

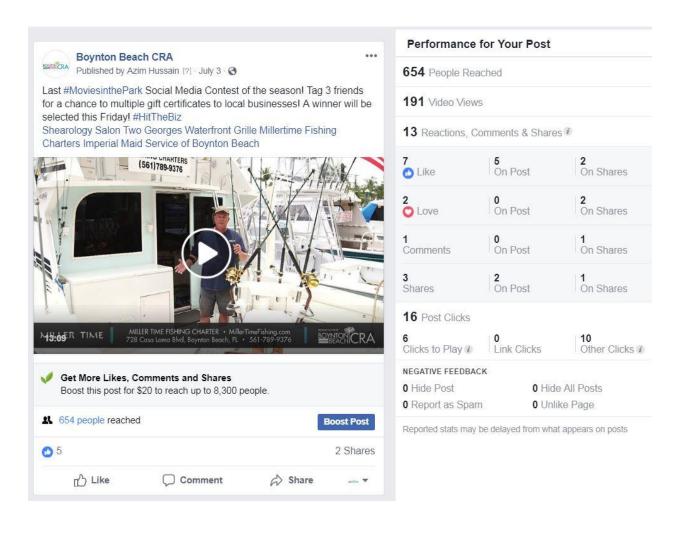
Performance for Your Post

3 Reactions, Co	omments & Shares	D.
1	1	0
C Like	On Post	On Share
1	1	0
O Love	On Post	On Share
0 Comments	On Post	0 On Share
1	1	0
Shares	On Post	On Share
9 Post Clicks		
0	0	9
Photo Views	Link Clicks	Other Clie
NEGATIVE FEEDBA		All Posts

Reported stats may be delayed from what appears on post

0 Unlike Page

O Report as Spam





Looking for some summer fun? Book a trip on the Sea Mist III Today! #BeatTheHeatBB





Sea Mist III

June 25 · 🔇

See More

Monday, June 25, 2018 8am-12noon Bonito King Mackerel Blackfin Tuna... Like Page

Performance for Your Post

90 People Reached

6 Reactions, Comments & Shares

5	5	0
Like	On Post	On Shares
1	1	0
•• Wow	On Post	On Shares
0 Comments	On Post	0 On Shares
0	0	0
Shares	On Post	On Shares

27 Post Clicks

12	0	15
Photo Views	Link Clicks	Other Clicks #

NEGATIVE FEEDBACK

0 Hide Post0 Hide All Posts0 Report as Spam0 Unlike Page



The Boynton Beach CRA offers so many opportunities for new businesses in our areal Visit catchboynton.com to see all of our programs and tools to help you open your business in Boynton Beach today!



SUN-SENTINEL.COM

Boynton Beach incubator and commissary cooking up new food businesses

♣ 596 people reached **Boost Post**

O Side Project Inc., Chris Roberts and Kathy Patrick

2 Shares

Performance for Your Post

596 People Reached

6 Likes, Comments & Shares

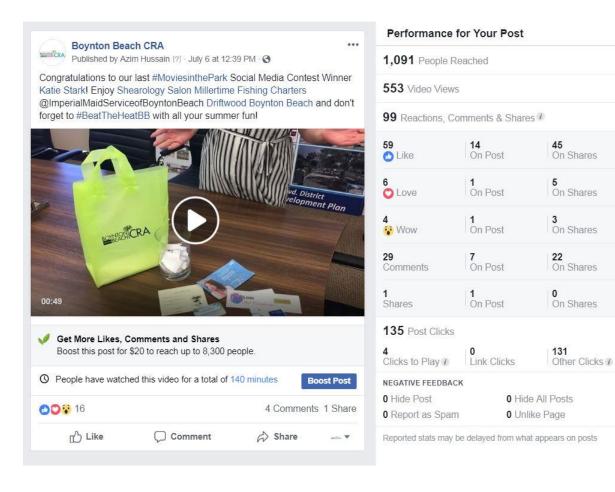
4 Likes | 3 On Post | On Shares |
0 Comments | On Post | On Shares |
2 Shares | On Post | On Shares |
1 On Shares |
2 On Post | On Shares |
2 On Post | On Shares |

17 Post Clicks

0 Photo Views Link Clicks Other Clicks 1

NEGATIVE FEEDBACK

0 Hide Post0 Hide All Posts0 Report as Spam0 Unlike Page





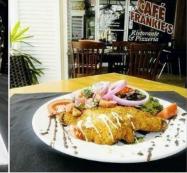
Boynton Beach CRA shared a post.

July 6 - 3

TGIF!

Treat yourself to a fabulous Friday lunch at Cafe Frankies. #HitTheBiz









庙 Like Page

Cafe Frankies

June 29 · 🚱

Come and join us on this Fabulous Friday Afternoon!!

\$7.99 Lunch Special's:

Old School Steak Sandwich, Steak and Potato Wrap, Chopped Steak Sandwich, and Eggpla...

Performance for Your Post

75 People Reached

•••

6 Likes, Comments & Shares

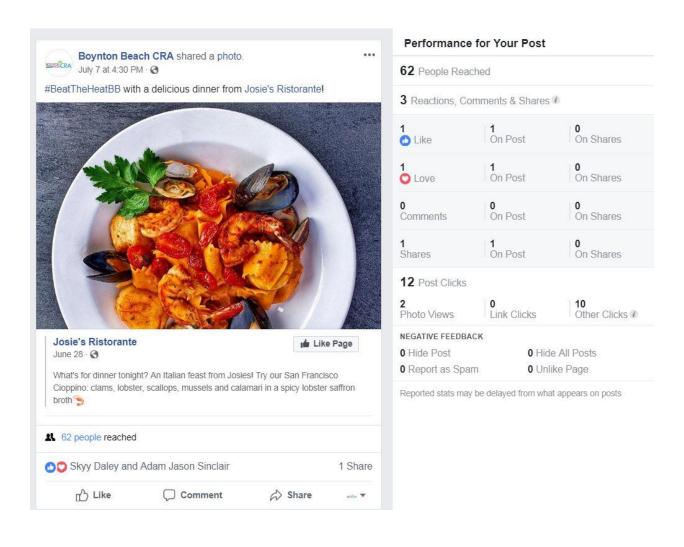
6	6	0
Likes	On Post	On Shares
0 Comments	On Post	0 On Shares
0	0	0
Shares	On Post	On Shares

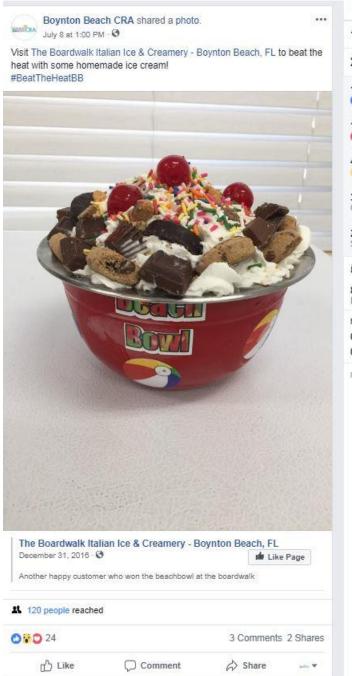
40 Post Clicks

9	0	31
Photo Views	Link Clicks	Other Clicks i

NEGATIVE FEEDBACK

0 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page





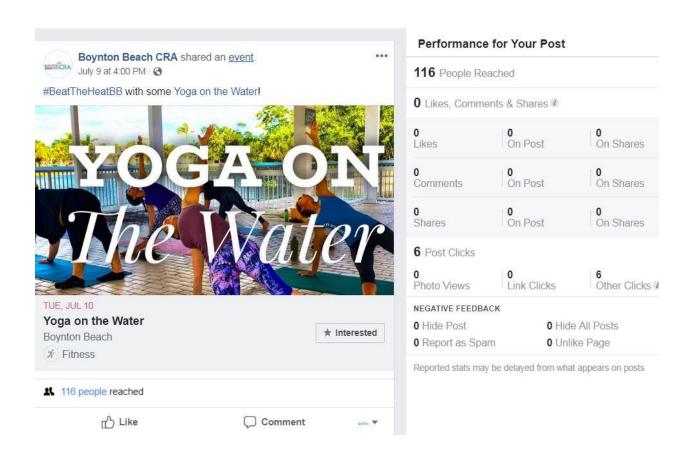
Performance for Your Post

120 People Reached 29 Reactions, Comments & Shares On Shares 0 On Shares 1 O Love 0 On Shares 3 On Post On Shares Comments 2 On Post On Shares 58 Post Clicks

50 Other Clicks 0 Link Clicks Photo Views

NEGATIVE FEEDBACK

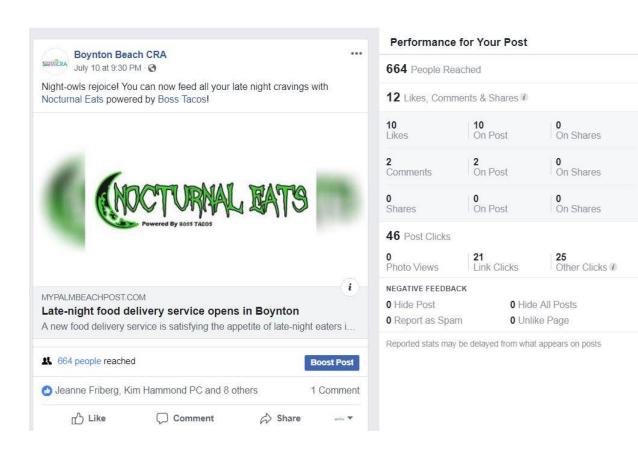
0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page

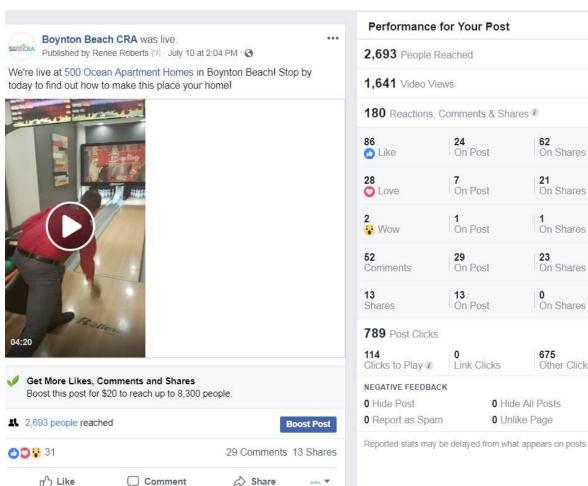


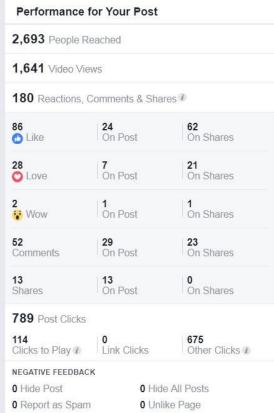


Performance for Your Post











SoLinda Waxing Oasis is at SoLinda Waxing Oasis. June 19 \cdot Boynton Beach \cdot §

Boynton Beach CRA shared a photo.

July 10 at 10:00 AM -

Sounds about right.... 8 Tag a friend who can relate!

Happy Tantastic Tuesday. Come in for \$30 custom airbrush sunless tanning. 👙 🌞



See More

Performance for Your Post

61 People Reached

2 Likes, Comments & Shares 1

0 On Post 0 On Shares 0 Likes 2 Comments 0 On Shares 0 Shares 0 On Post 0 On Shares

10 Post Clicks

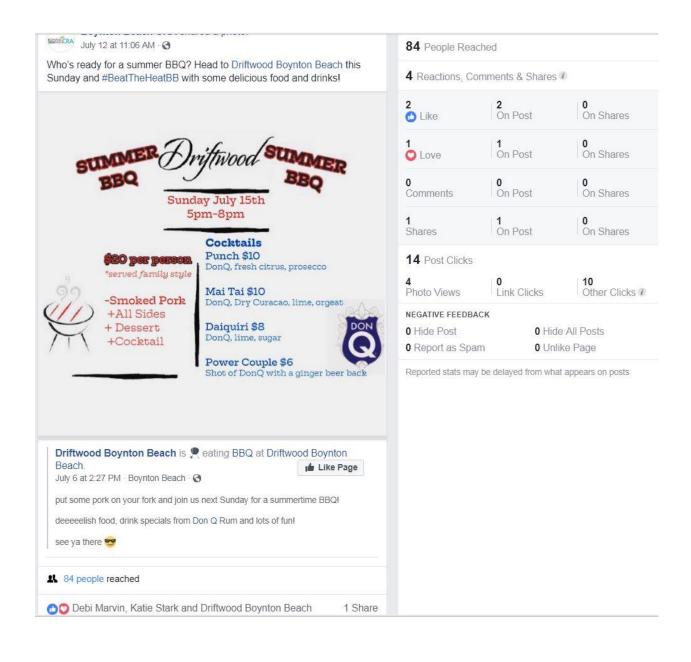
4 Photo Views 0 Link Clicks 6 Other Clicks

NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page



i ellollilalice for four Lost 47 People Reached 6 Likes, Comments & Shares 6 On Post Likes On Shares On Post On Shares Comments 0 On Shares On Post Shares 5 Post Clicks 1 Photo Views 0 Link Clicks 4 Other Clicks NEGATIVE FEEDBACK 0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page Reported stats may be delayed from what appears on posts





Congratulations to the Guifarro and St. Germain-Fatal families on the groundbreaking of their new home!

Did you know Habitat for Humanity South Palm Beach County received the Nonprofit Organization Grant Program funding from the CRA to help build quality affordable housing in Boynton Beach?

quality affordable housing in Boynton Beach? Special thanks to the City of Boynton Beach, Government, Publix, and Eurocraft Cabinets, Inc. for their partnership on this project!







469 people reached

Boost Post

♠ Side Proiect Inc Kavla Emerson and 2 others

Performance for Your Post

469 People Reached

4 Likes, Comments & Shares #

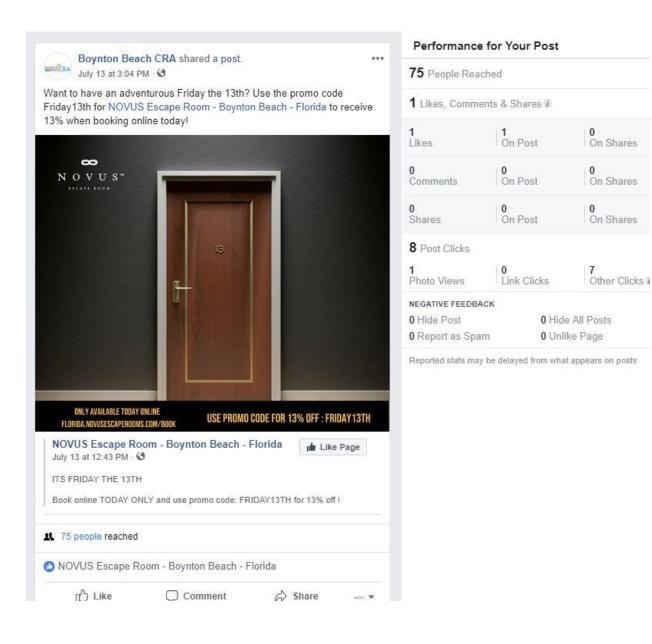
4	4	0
Likes	On Post	On Shares
0	0	0
Comments	On Post	On Shares
0	0	0
Shares	On Post	On Shares

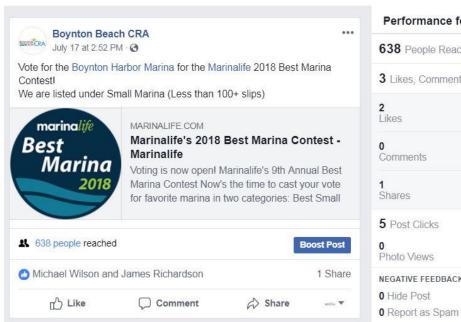
25 Post Clicks

13 Photo Views 0 Link Clicks 12 Other Clicks 1

NEGATIVE FEEDBACK

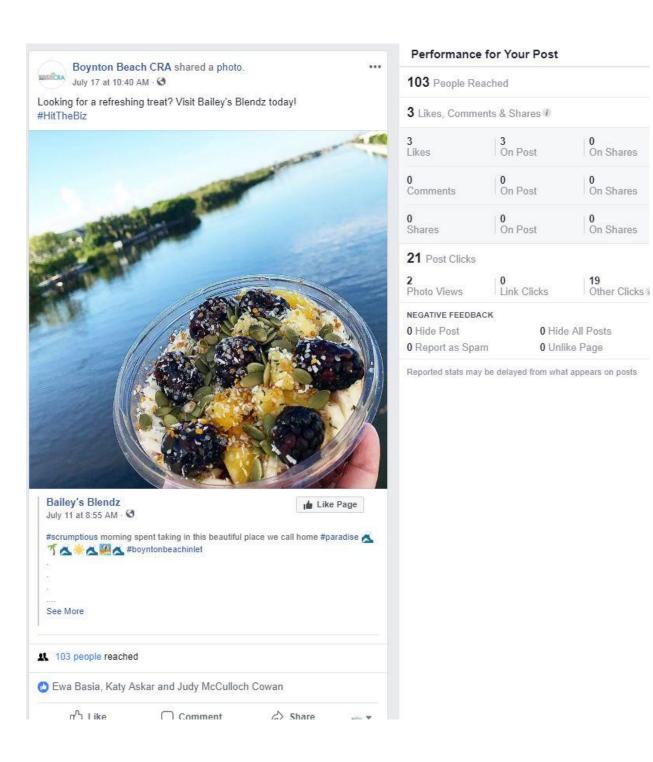
0 Hide Post0 Hide All Posts0 Report as Spam0 Unlike Page

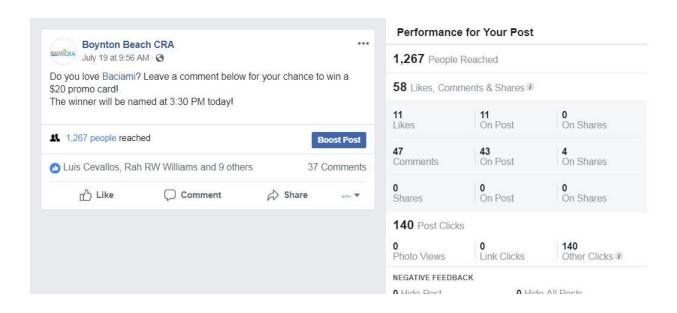




Performance for Your Post 638 People Reached 3 Likes, Comments & Shares 2 On Post On Shares 0 On Post 0 On Shares Comments 1 On Post On Shares 5 Post Clicks 2 Link Clicks 3 Other Clicks i Photo Views NEGATIVE FEEDBACK 0 Hide Post 0 Hide All Posts

0 Unlike Page







68 people reached

Summertime is for fishing! Need your rod and reel cleaned and serviced? Visit 4 Reel Services Inc. in Boynton Beach! #HitTheBiz



2 Likes, Comment	s & Shares #	
2 Likes	2 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares
1 Post Clicks		
0 Photo Views	0 Link Clicks	1 Other Clicks /
NEGATIVE FEEDBACK	100	
0 Hide Post	0 Hide All Posts	
0 Report as Spam	m 0 Unlike Page	



What's your favorite way to #BeatTheHeatBB in Boynton Beach? Comment below for your chance to win a prize! The winner will be named at 3:30PM!





Performance for Your Post

1,053 People Reached

33 Reactions, Comments & Shares

5 On Post On Shares

1 On Post On Shares

26 Comments On Post On Shares

1 On Post On Shares

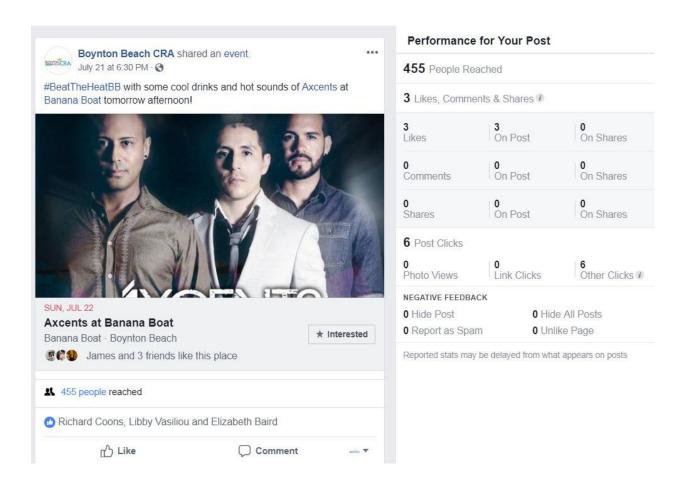
1 On Post On Shares

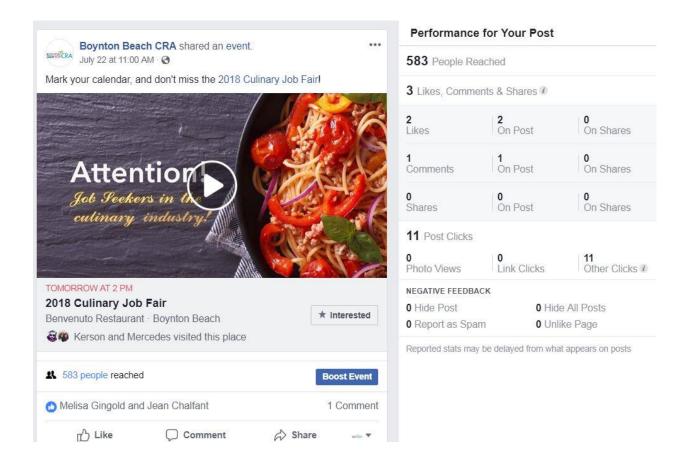
135 Post Clicks

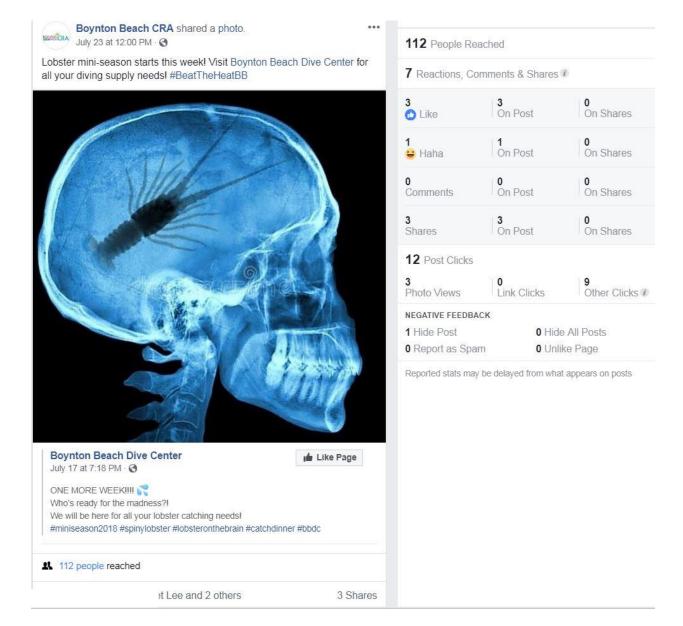
5 Photo Views Clicks 130 Other Clicks

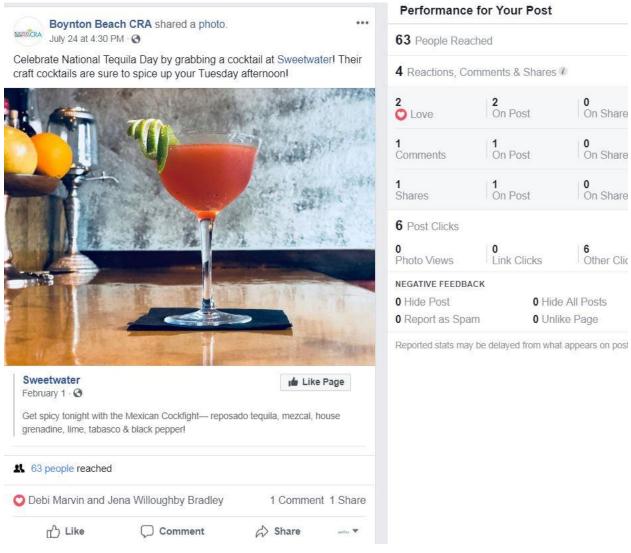
NEGATIVE FEEDBACK

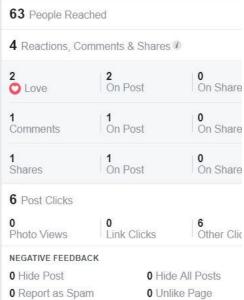
0 Hide Post0 Hide All Posts0 Report as Spam0 Unlike Page

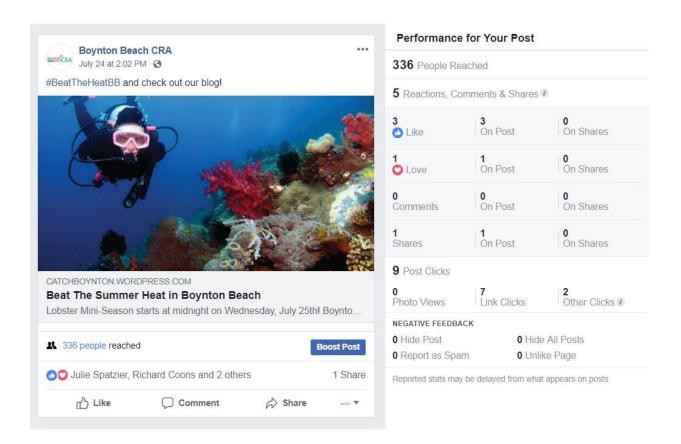














#BeatTheHeatBB and visit NOVUS Escape Room - Boynton Beach - Florida today!









NOVUS Escape Room - Boynton Beach - Florida July 10 at 3:59 AM · ❸

Like Page

Here's why you need to visit Novus Escape Room! 8 superpowers to help you in your ESCAPE mission.

Book Now: http://florida.novusescaperoom.com

4 69 people reached

Aldo Trevino

Fellolliance for Tour Fost

69 People Reached

1 Likes, Comments & Shares

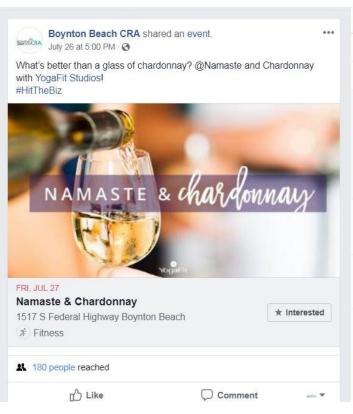
1	1	0
Likes	On Post	On Shares
0	0	0
Comments	On Post	On Shares
0	0	0
Shares	On Post	On Shares

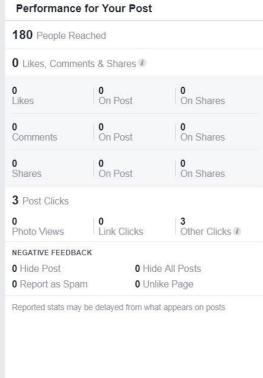
8 Post Clicks

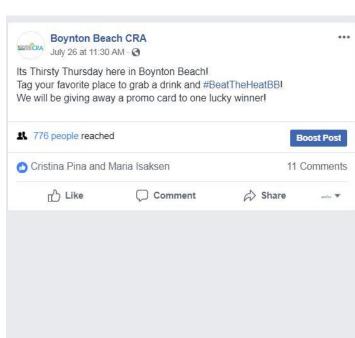
6	0	2
Photo Views	Link Clicks	Other Click

NEGATIVE FEEDBACK

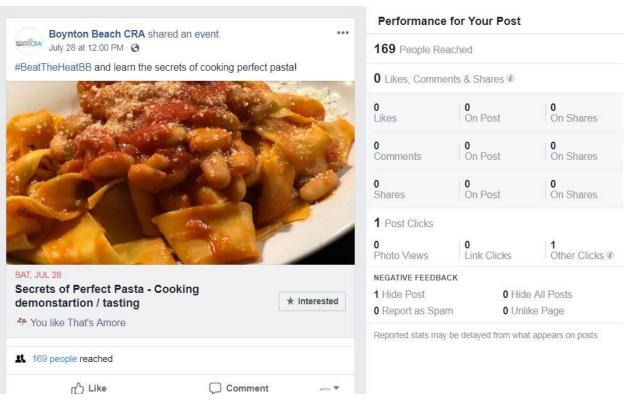
0 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page

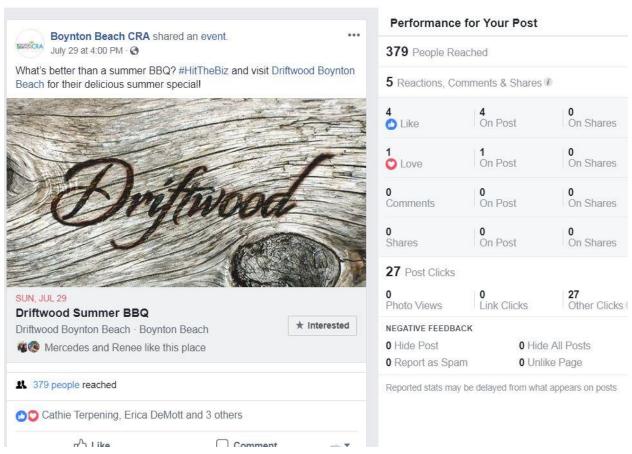


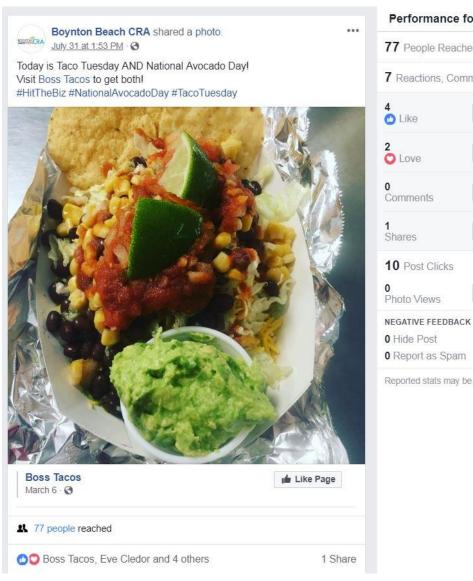












7 Reactions, Co	omments & Shares	ž)
4	4	0
C Like	On Post	On Shares
2	2	0
C Love	On Post	On Shares
0	0	0
Comments	On Post	On Shares
1	1	0
Shares	On Post	On Shares
10 Post Clicks		
0	0	10
Photo Views	Link Clicks	Other Clicks

0 Hide All Posts 0 Unlike Page



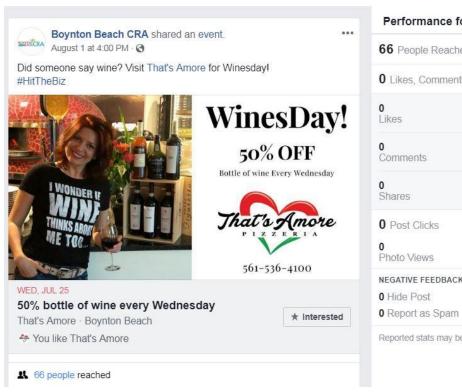
How do you #BeatTheHeatBB with your best furry friend? Comment below for your chance to win a free bath from Colonial Gateway Veterinary Center!



372 people reache	d		Boost Post
O Susan Oyer and F	Patti Wilhelm		1 Share
ഹ് Like	Comment	Share	anton W

Performance for Your Post

372 People Read	ched	
3 Likes, Commen	ts & Shares 1	
2 Likes	2 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
1 Shares	1 On Post	0 On Shares
9 Post Clicks		
3 Photo Views	1 Link Clicks	5 Other Clicks 1
NEGATIVE FEEDBACI	<	
1 Hide Post	0 Hide All Posts	
0 Report as Spam	0 Unlike Page	



O Likes, Comment	s & Shares	
0 Likes	On Post	0 On Shares
0 Comments	On Post	0 On Shares
0 Shares	0 On Post	0 On Shares
0 Post Clicks		
0 Photo Views	0 Link Clicks	Other Clicks
NEGATIVE FEEDBACK		
0 Hide Post	O Hide All Posts	
O Report as Spam	0 Unlike Page	

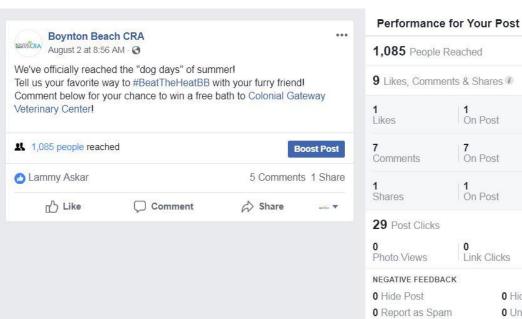


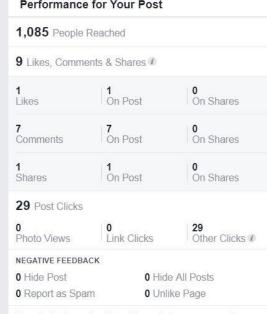
87 People Reached 10 Likes, Comments & Shares 7 Likes 7 On Post On Shares 0 On Post 0 On Shares Comments 0 On Shares 3 Shares 3 On Post 46 Post Clicks 0 Link Clicks 23 Other Clicks Photo Views NEGATIVE FEEDBACK 0 Hide Post 0 Hide All Posts

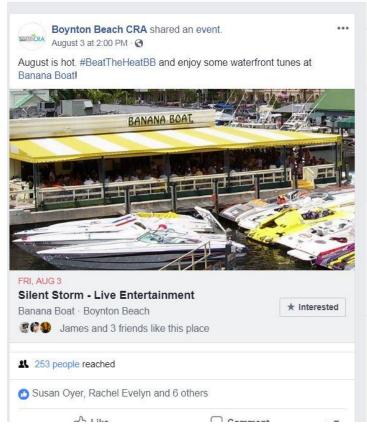
Reported stats may be delayed from what appears on posts

0 Unlike Page

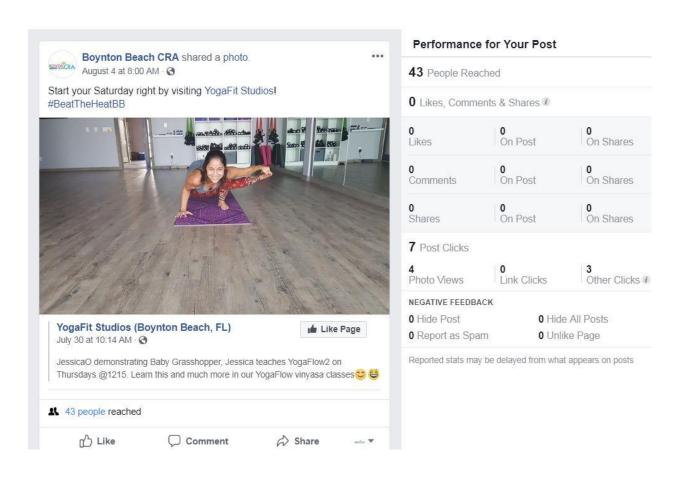
0 Report as Spam







Performance for Your Post 253 People Reached 8 Likes, Comments & Shares Likes On Post On Shares Comments On Post On Shares On Post Shares On Shares 1 Post Clicks 0 Link Clicks Other Clicks Photo Views NEGATIVE FEEDBACK 0 Hide Post 0 Hide All Posts O Report as Spam 0 Unlike Page Reported stats may be delayed from what appears on posts





♣ 61 people reached

Performance for Your Post

61 People Reached 3 Likes, Comments & Shares 3 On Post 0 On Shares Likes 0 On Post On Shares Comments 0 On Shares 0 On Post

23 Post Clicks

Shares

3	0	20
Photo Views	Link Clicks	Other Clicks i

NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts O Report as Spam 0 Unlike Page

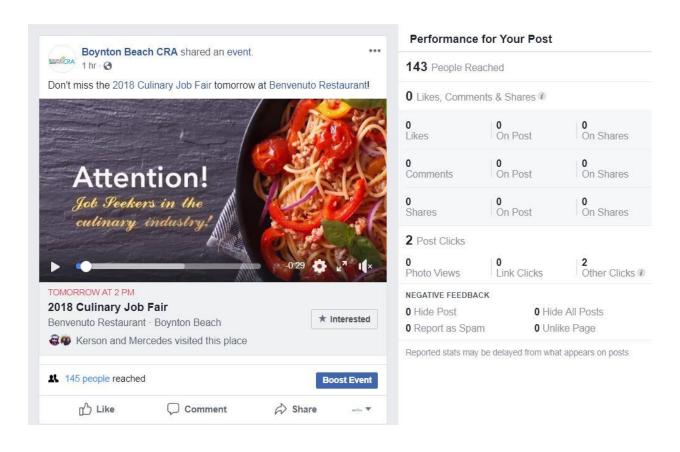
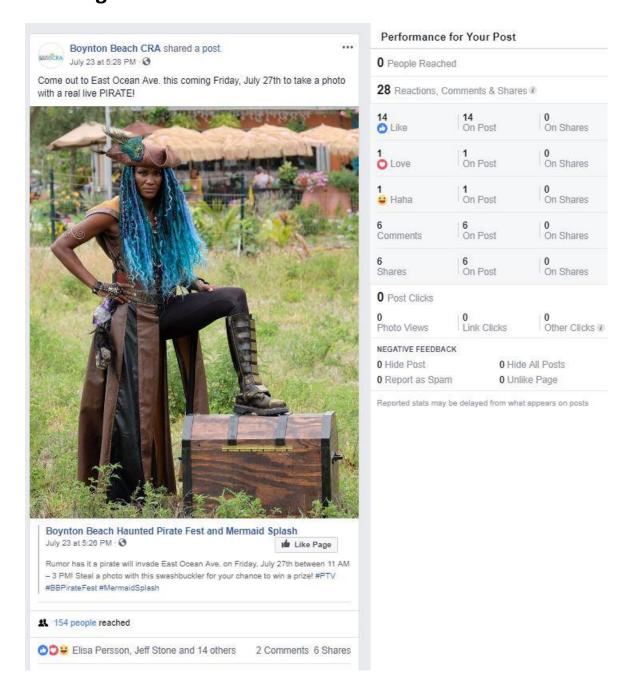
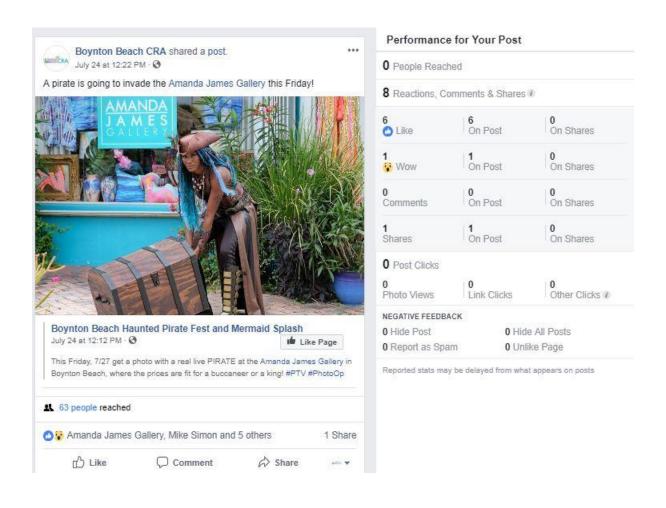


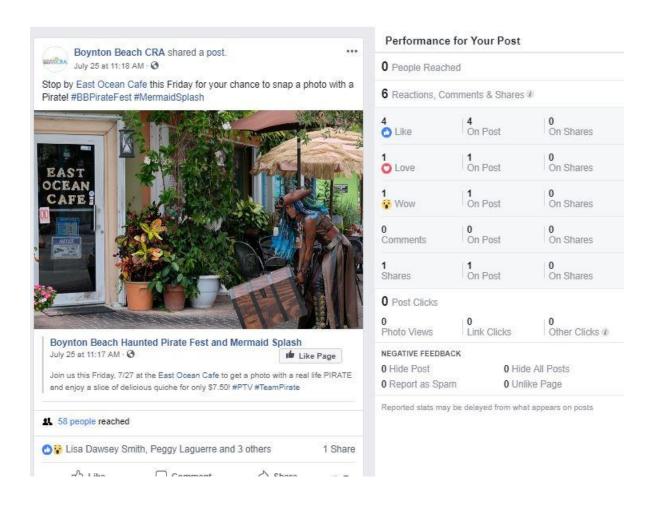
Exhibit J

PTV Facebook Campaign

CRA Page









0 People Reached

4 Likes, Comments & Shares #

4	4	0
Likes	On Post	On Shares
0	0	0
Comments	On Post	On Shares
0	0	0
Shares	On Post	On Shares

0 Post Clicks

0 0 0 Other Clicks

NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page







0 People Reached

6 Likes, Comments & Shares

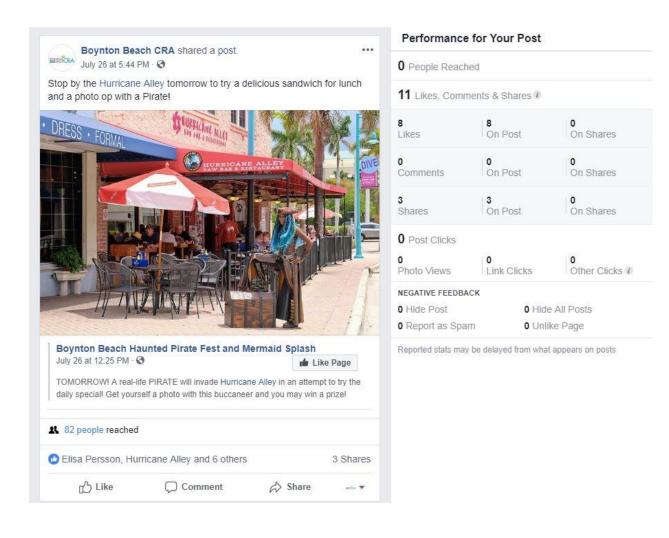
5 Likes	5 On Post	On Shares
0 Comments	On Post	0 On Shares
1 Shares	1 On Post	0 On Shares

0 Post Clicks

0	0	0
Photo Views	Link Clicks	Other Clicks 7

NEGATIVE FEEDBACK

0 Hide Post0 Hide All Posts0 Report as Spam0 Unlike Page





0 People Reached

2 Likes, Comments & Shares *

2	2	0
Likes	On Post	On Shares
0	0	0
Comments	On Post	On Shares
0	0	0
Shares	On Post	On Shares

0 Post Clicks

0	0	0
Photo Views	Link Clicks	Other Clicks 1

NEGATIVE FEEDBACK

0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page



0 People Reached

11 Likes, Comments & Shares #

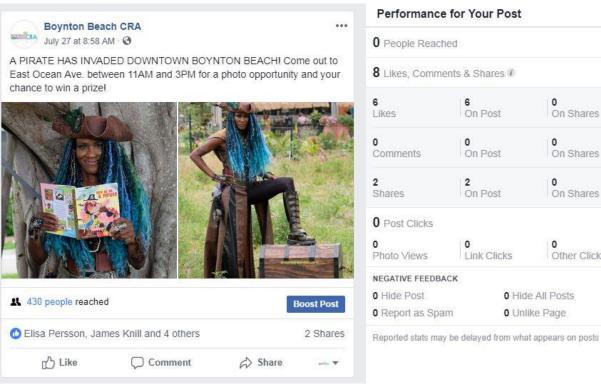
8	8	0
Likes	On Post	On Shares
3	3	0
Comments	On Post	On Shares
0	0	0
Shares	On Post	On Shares

0 Post Clicks

0 Link Clicks Other Clicks Photo Views

NEGATIVE FEEDBACK

0 Hide Post O Hide All Posts O Report as Spam 0 Unlike Page



8 Likes, Comme	ents & Shares 1	
6	6	0
Likes	On Post	On Shares
0	0	0
Comments	On Post	On Shares
2	2	0
Shares	On Post	On Shares
0 Post Clicks		
0 Photo Views	0 Link Clicks	Other Clicks

O Report as Spam 0 Unlike Page

0 Hide All Posts



0 People Reached

13 Reactions, Comments & Shares

14	10	4
C Like	On Post	On Shar
1	1	0
O Love	On Post	On Shar
0	0	0
Comments	On Post	On Shar
2	2	0
Shares	On Post	On Shar

0 Post Clicks

0 Photo Views 0 Link Clicks 0 Other Cl

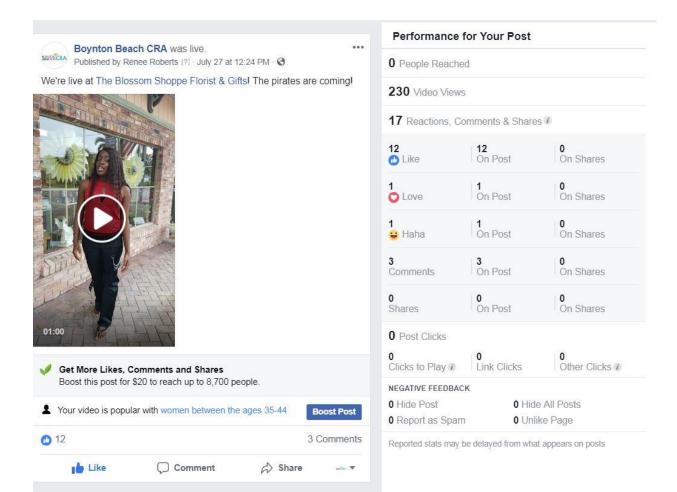
NEGATIVE FEEDBACK

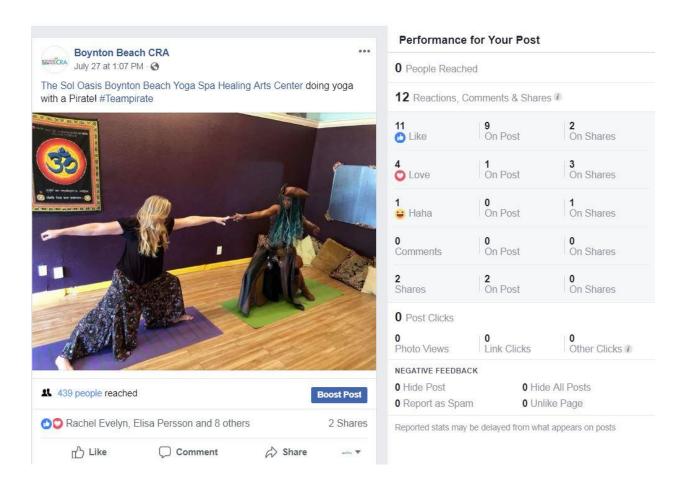
0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page

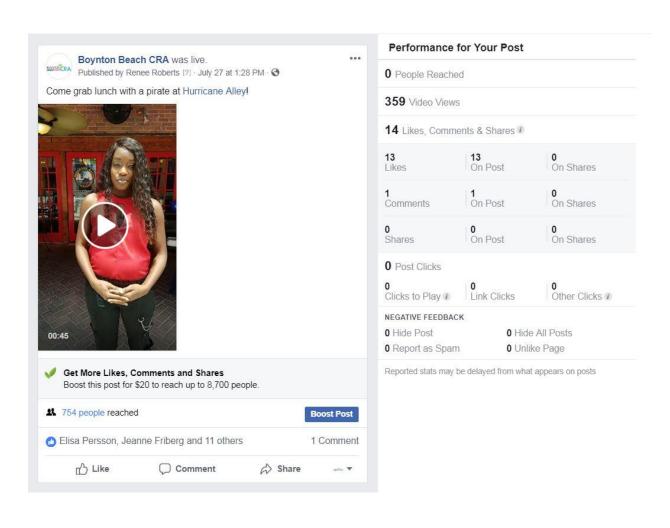


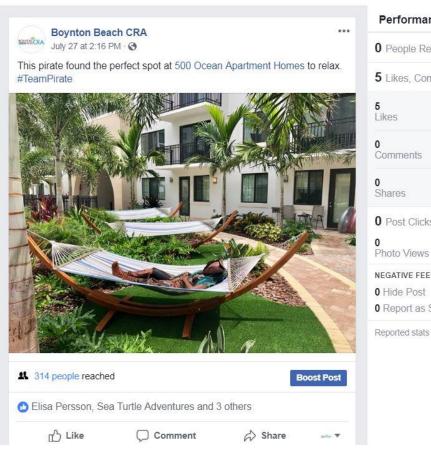
19 Likes, Comr	nents & Shares #	
19	19	0
Likes	On Post	On Shares
0	0	0
Comments	On Post	On Shares
0	0	0
Shares	On Post	On Shares
0 Post Clicks		
0 Photo Views	0 Link Clicks	Other Clicks (#

0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page





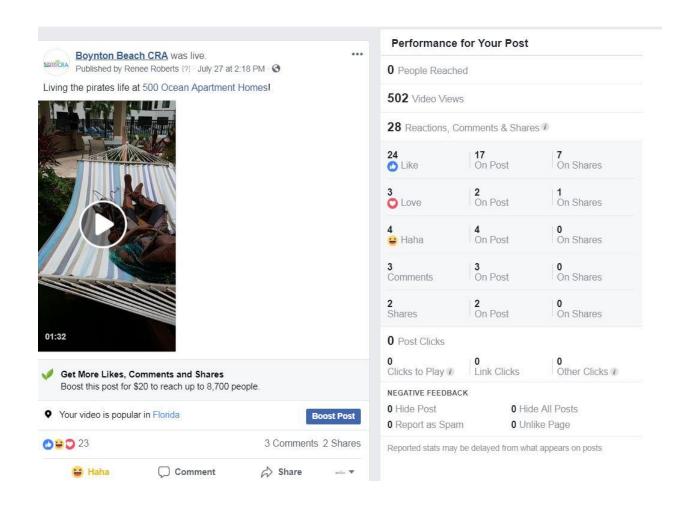


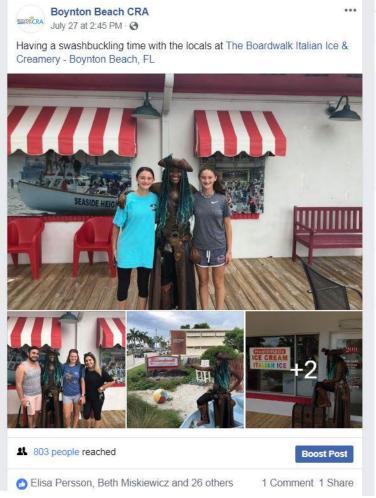


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NEGATIVE FEEDBACK

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0 People Reached

30 Likes, Comments & Shares

28 Likes	28 On Post	On Shares
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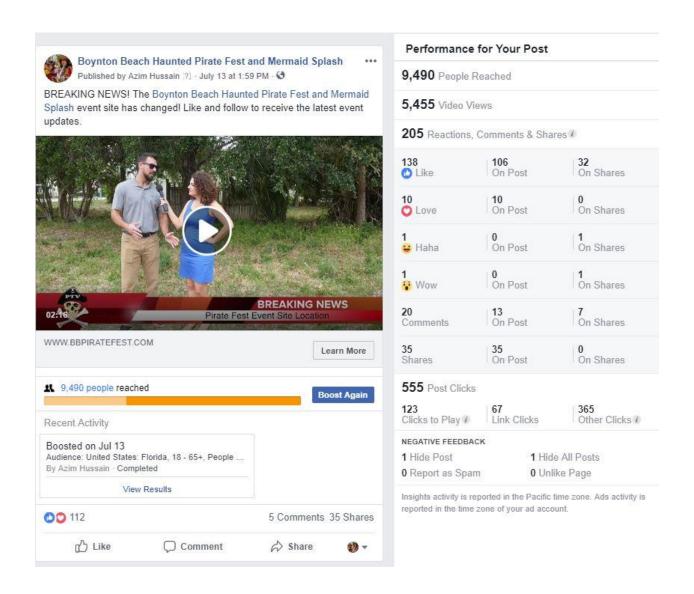
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Photo Views	Link Clicks	Other Clicks

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Pirate Fest Facebook Page





753 People Reached

66 Reactions, Comments & Shares #

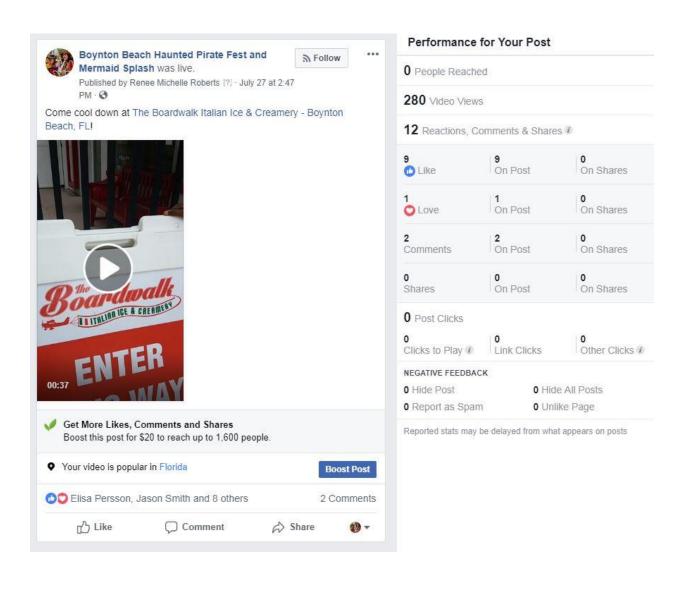
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C Like	On Post	On Shares
11	4	7
O Love	On Post	On Shares
6	2	4
≅ Haha	On Post	On Shares
1	0	1
Comments	On Post	On Shares
3	3	0
Shares	On Post	On Shares

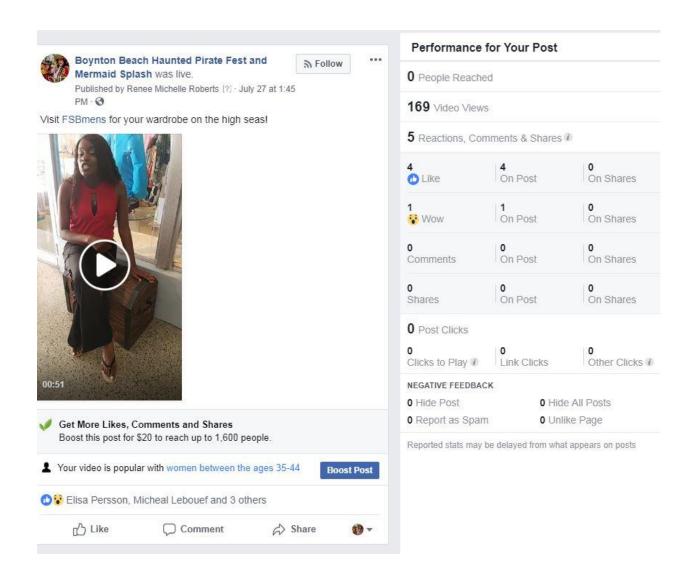
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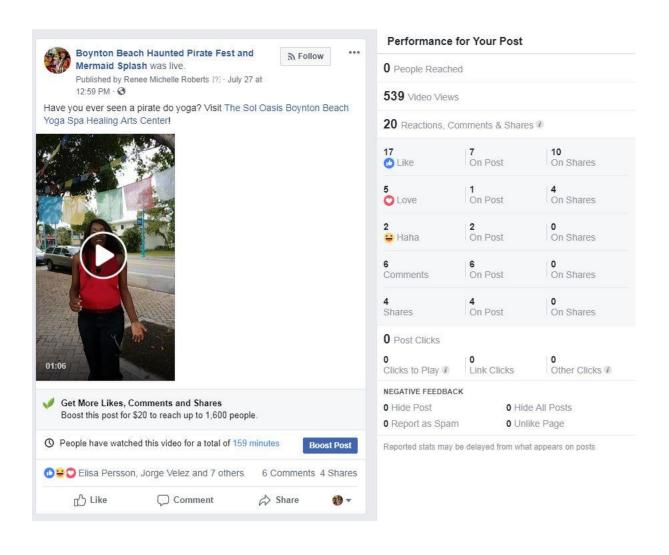
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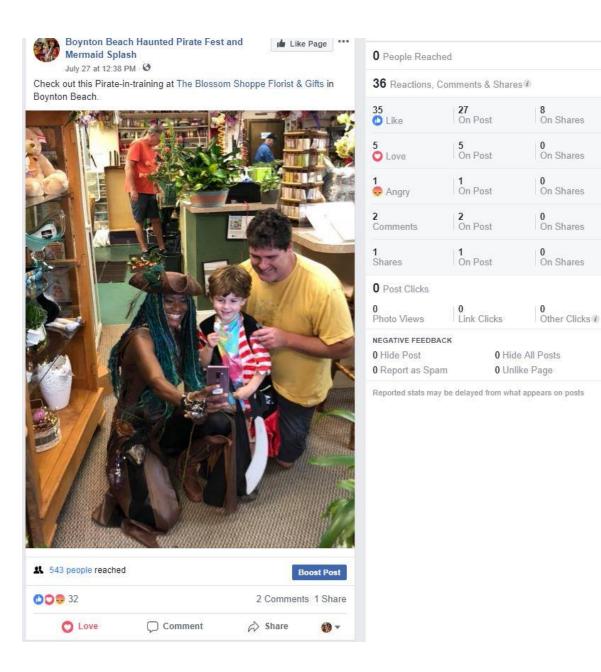
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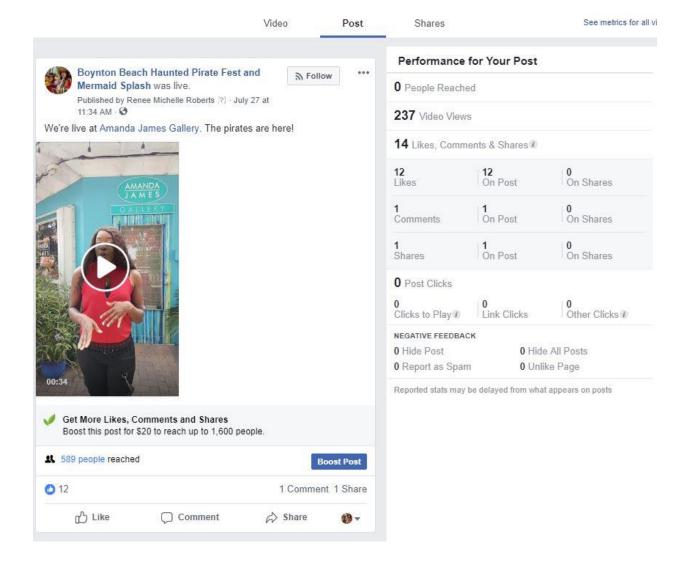
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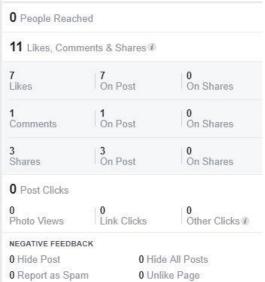
















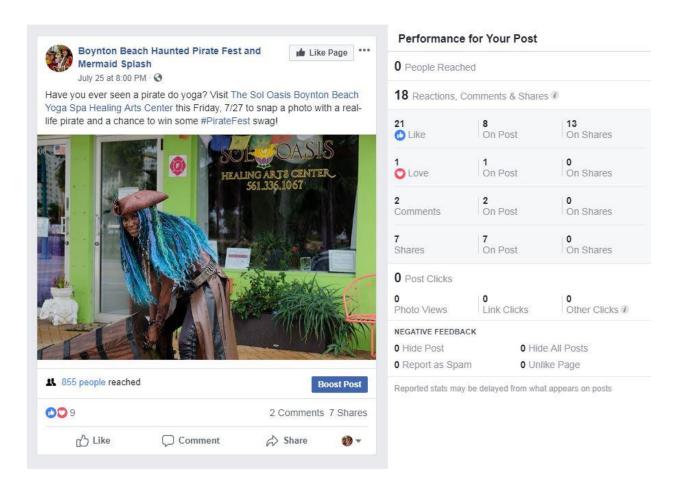


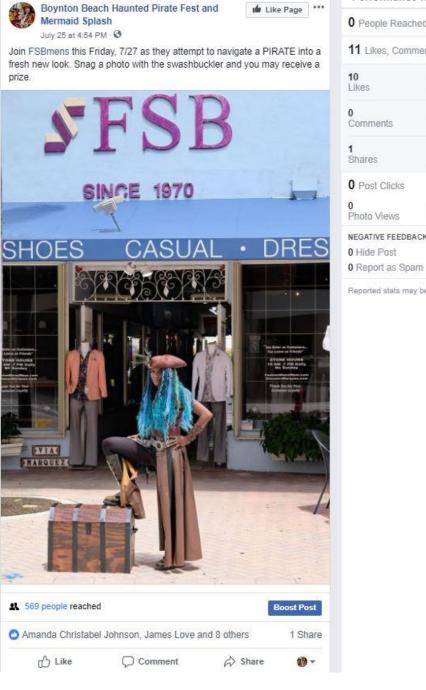
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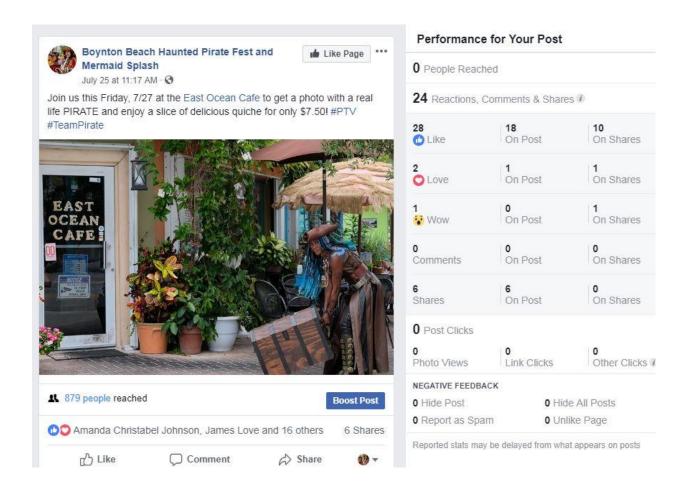


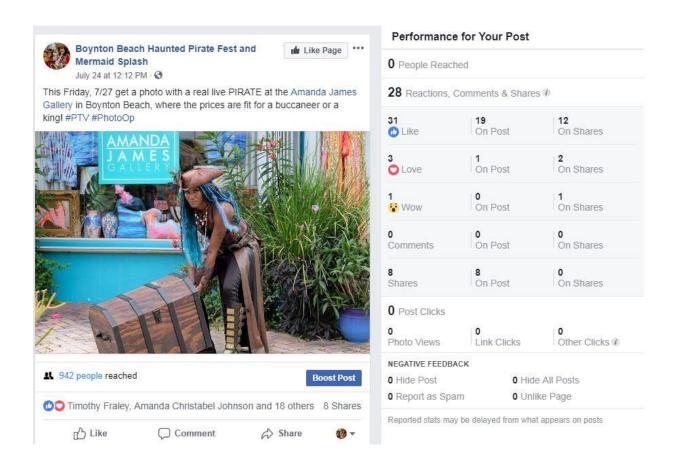


Performance for Your Post 0 People Reached 11 Likes, Comments & Shares # 10 On Post 10 Likes On Shares 0 On Post On Shares Comments 1 On Post Shares On Shares 0 Post Clicks 0 Link Clicks Photo Views Other Clicks 7 NEGATIVE FEEDBACK 0 Hide All Posts 0 Hide Post

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0 Unlike Page







July 23 at 5:26 PM - 3

Rumor has it a pirate will invade East Ocean Ave. on Friday, July 27th between 11 AM – 3 PM! Steal a photo with this swashbuckler for your chance to win a prize! #PTV #BBPirateFest #MermaidSplash



♣ 3,126 people reached

Boost Post

00 61

1 Comment 13 Shares

Performance for Your Post

0 People Reached

Like Page ***

75 Reactions, Comments & Shares 10

88	50	38
C Like	On Post	On Shares
18	11	7
O Love	On Post	On Shares
1	0	1
₩ Haha	On Post	On Shares
1	1	0
Comments	On Post	On Shares
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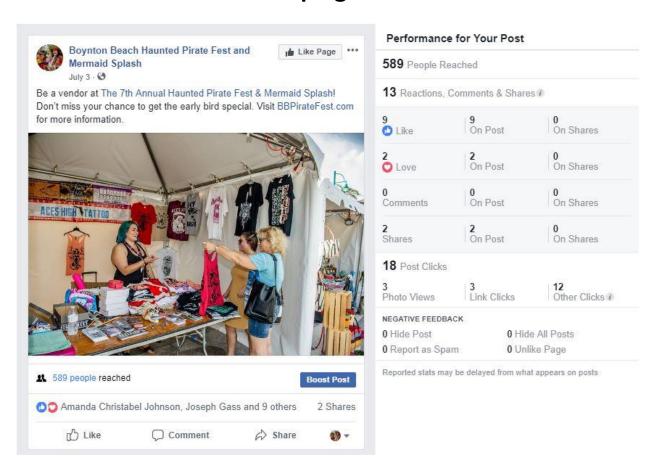
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Exhibit K

Pirate Fest Facebook Campaign

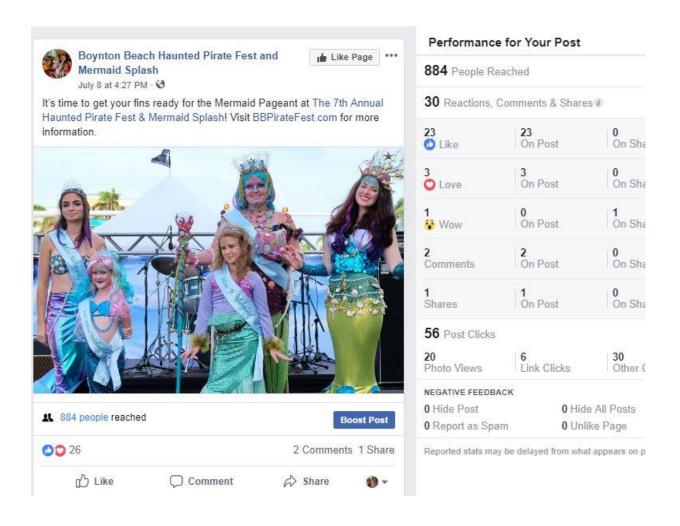




Performance for Your Post 676 People Reached 24 Reactions, Comments & Shares I On Post On Shares Like On Shares O Love On Post Comments On Post On Shares Shares On Shares On Post 19 Post Clicks Other Clicks Photo Views Link Clicks NEGATIVE FEEDBACK

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4,578 People Reached

312 Reactions, Comments & Shares #

88	53	35
C Like	On Post	On Shares
9	5	4
O Love	On Post	On Shares
189	135	54
Comments	On Post	On Shares
26	26	0
Shares	On Post	On Shares

455 Post Clicks

55 1 399 Other Clicks Other Clicks

NEGATIVE FEEDBACK

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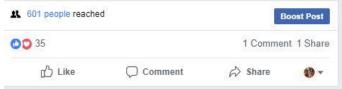


Like Page ***

July 11 at 4:37 PM - 3

A pirate never stops searching for treasure. Get ready for the Treasure Hunt at The 7th Annual Haunted Pirate Fest & Mermaid Splash and discover amazing prizes. #AdventureAwaits





Performance for Your Post

601 People Reached

39 Reactions, Comments & Shares

35	34	1
C Like	On Post	On Shares
1	1	0
O Love	On Post	On Shares
2	2	0
Comments	On Post	On Shares
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Shares	On Post	On Shares

31 Post Clicks

7	0	24
Photo Views	Link Clicks	Other Clicks /

NEGATIVE FEEDBACK

1 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts





Comment

A Share

1 551 people reached

nh like

D 32

Performance for Your Post 551 People Reached 39 Reactions, Comments & Shares 28 On Post 3 On Shares 0 On Shares 6 O Love 6 On Post 1 On Post On Shares Comments 2 Shares 2 On Post On Shares 22 Post Clicks 0 Link Clicks 15 Photo Views Other Clicks NEGATIVE FEEDBACK 0 Hide Post 0 Hide All Posts

Report as Spam
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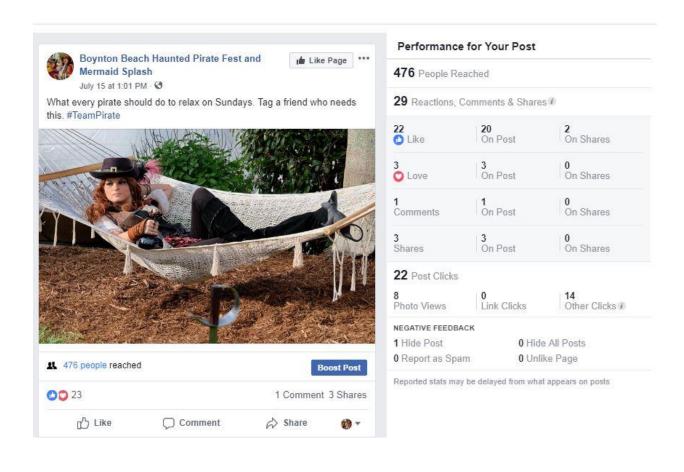
OO Leah Sklar Nerges, Amanda Christabel Johnson and 2 others

Performance for Your Post

0 Photo Views Link Clicks Other Clicks

NEGATIVE FEEDBACK

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4,848 People Reached

285 Reactions, Comments & Shares

181	150	31
Like	On Post	On Shares
27	24	3
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32	25	7
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319 Post Clicks

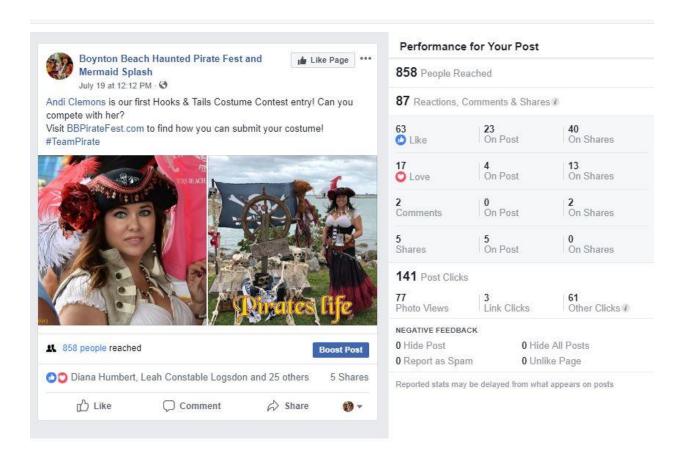
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Photo Views	Link Clicks	Other Clicks #

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July 20 at 7:46 PM - 🕄

#TGIF! Time to plan your pirate costume for the costume contest at Boynton Beach Haunted Pirate Fest and Mermaid Splash

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604 People Reached 45 Reactions, Comments & Shares 37 C Like 37 On Post 0 On Shares 0 On Shares 5 On Post 0 On Shares 1 On Post 1 Wow 2 Comments

34 Post Clicks

0 Shares

14	0	20
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1 On Post

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1 On Shares

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NEGATIVE FEEDBACK

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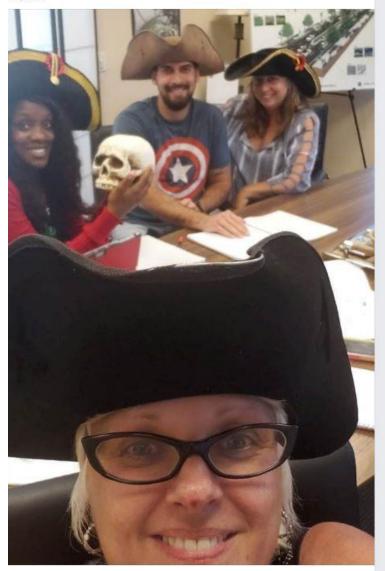


Boynton Beach Haunted Pirate Fest and Mermaid Splash

Like Page *

July 20 at 2:54 PM - 3

Brain Storming Session for the 7th Annual Haunted Pirate Fest & Mermaid Splash



\$\$ 548 people reached

Boost Post

^ ^ ^ Christabel Johnson, Geri Barb and 27 others

1 Comment

Performance for Your Post

548 People Reached

30 Reactions, Comments & Shares (

23	23	0
C Like	On Post	On Share
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O Love	On Post	On Share
1	1	0
Comments	On Post	On Share
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Shares	On Post	On Share

16 Post Clicks

8 0 8 Other Clicks Other Clic

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423 people reached

Performance for Your Post

423 People Reached

19 Reactions, Comments & Shares

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9 Post Clicks

3 Photo Views | 2 Link Clicks | 4 Other Click

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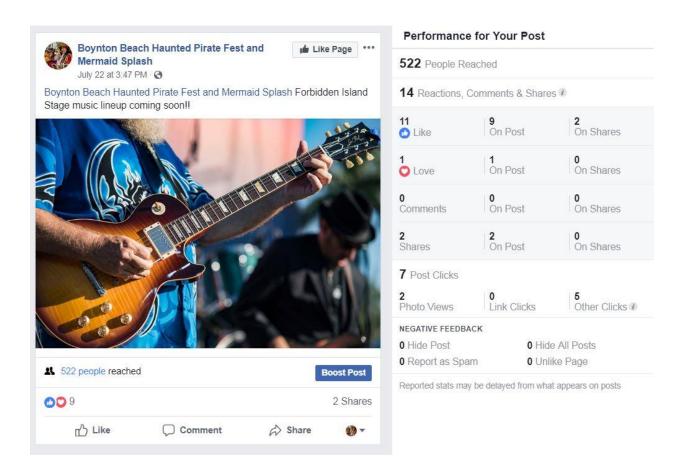
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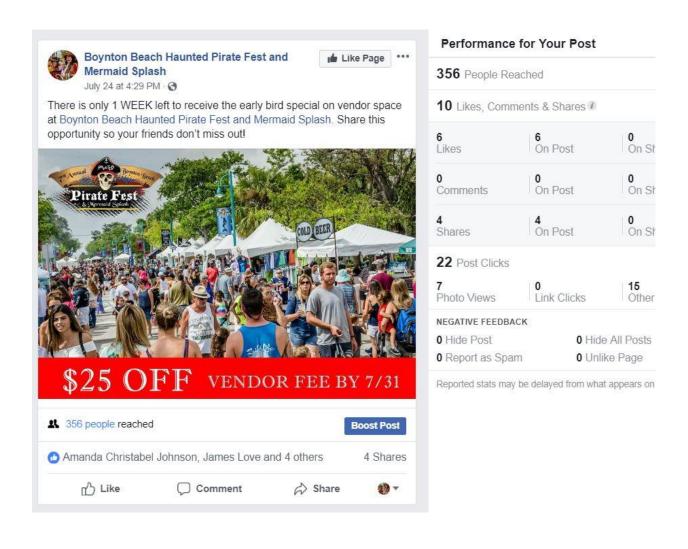
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Published by Azim Hussain [7] - July 24 at 2:20 PM - 🔇

Tips on how to create the classic Jack Sparrow costume. Use what you've learned and enter the Hooks & Tails Costume Contest at BBPirateFest.com

Like Page





Performance for Your Post 1,152 People Reached 506 Video Views 24 Reactions, Comments & Shares i 12 1 Like 11 On Post On Share On Post On Share O Love 2 On Post 0 On Share Comments 6 On Post 1 On Share Shares 78 Post Clicks 23 Clicks to Play 2 Link Clicks 53 Other Clic NEGATIVE FEEDBACK 0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page



Comment Comment

Share

∩ Like

Performance for Your Post

564 People Re	eached	
24 Reactions,	Comments & Shares	5 (1)
17	15	2
C Like	On Post	On Share
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O Love	On Post	On Share
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23 Post Clicks		
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Photo Views	Link Clicks	Other Clic

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NEGATIVE FEEDBACK

1 Hide Post



July 30 at 2:05 PM - 3

\$\$ 597 people reached

r∱ Like

CO Rina Soba', Susan Oyer and 15 others

Comment Comment

Sherry Reardon has entered the Hooks & Tails Costume Contest! Visit BBPirateFest.com to enter the contest for a chance to win! #TeamPirate#BBPirateFest



36 On Sh 50 C Like 14 On Post 14 O Love 3 On Post 0 On Post Comments 0 On Sh 1 Shares 1 On Post 49 Post Clicks 37 Other 8 Link Clicks Photo Views NEGATIVE FEEDBACK 0 Hide Post 0 Hide All Posts 0 Report as Spam 0 Unlike Page Reported stats may be delayed from what appears on ;

Performance for Your Post

71 Reactions, Comments & Shares

597 People Reached

in Like Page ***

Boost Post

A Share

1 Share



Boynton Beach Haunted Pirate Fest and Like Page

July 31 at 6:39 PM - 3

AHOY! We want YOU to be a part of the crew at this year's Boynton Beach Haunted Pirate Fest and Mermaid Splash! Contact Hussaina@bbfl.us or visit BBPirateFest.com for more information on how to get involved.



343 people reached			Boost Post
C Leah Sklar Nerge	s and Andi Clemons		2 Shares
⊓^ُ) Like	Comment Comment	⇔ Share	(2) -

Performance for Your Post

343 People Reac	hed	
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Performance for Your Post

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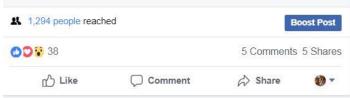
Like Page ***

Published by Azim Hussain [7] - August 1 at 2:53 PM - 🔇

Watch this DIY on how to create a magical mermaid crown and enter the Mermaid Pageant during the Boynton Beach Haunted Pirate Fest and Mermaid Splash on October 28thl #TeamMermaid



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1,294 People Reached

538 Video Views

52 Reactions, Comments & Shares

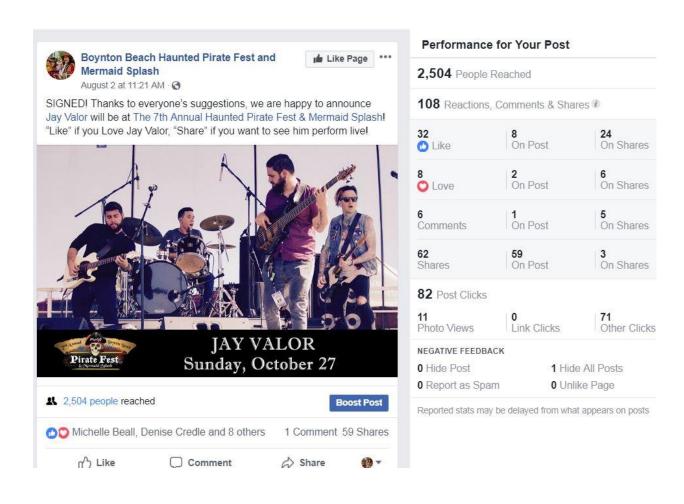
C Like	27 On Post	3 On Shares
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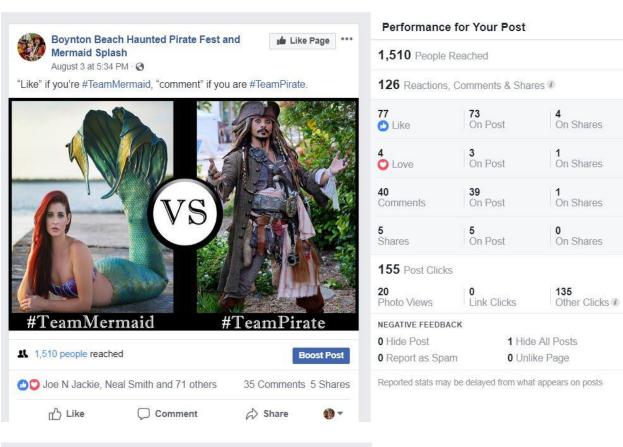
71 Post Clicks

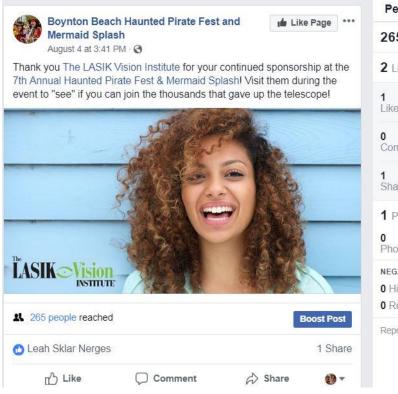
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NEGATIVE FEEDBACK

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Performance for Your Post

265 People Read	ched	
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CRA BOARD MEETING OF: August 14, 2018

INFORMATION ONLY

AGENDA ITEM: 8.B.

SUBJECT:

Public Relations Articles Associated with the BBCRA

SUMMARY:

Palm Beach Post - Sara Sims -

This article discusses updates and renovations to Sara Sims Park.

Boca Tribune - Ocean Breeze East -

This article discusses the Ocean Breeze East Low Income Housing Tax Credit award.

Palm Beach Post - Ocean Breeze East -

This article discusses the Ocean Breeze East Low Income Housing Tax Credit award.

Sun Sentinel - Ocean Breeze East -

This article discusses the Ocean Breeze East Low Income Housing Tax Credit award.

WPTV - Ocean Breeze East -

This article discusses the Ocean Breeze East Low Income Housing Tax Credit award.

FISCAL IMPACT:

N/A

CRA PLAN/PROJECT/PROGRAM:

N/A

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

No action required at this time unless otherwise determined by the Board.

ATTACHMENTS:

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DES	u	ıv	u	u	

- Sara Sims Palm Beach Post
- Ocean Breeze East Boca Tribune
- Ocean Breeze East Palm Beach Post
- Ocean Breeze East Sun Sentinel
- Ocean Breeze East WPTV





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Boynton Beachers to see a renovated Sara Sims Park in about a year

LOCAL By Alexandra Seltzer - Palm Beach Post Staff Writer









Rendering of Sara Sims Park redevelopment. (Rendering courtesy of Boynton Beach CRA, July 2018)

Posted: 3:48 p.m. Wednesday, July 11, 2018

BOYNTON BEACH — Sara Sims Park is expected to get a much-needed \$1.3 million fixing up by August 2019.

The park is in one of the city's poorest neighborhoods, the Heart of Boynton, and has been mostly neglected for years. Some residents don't even refer to it by its name, instead calling it "hole in the

wall." It's at Martin Luther King Jr. Boulevard just west of Seacrest Boulevard.

Read more Boynton Beach stories here.

The city's Community Redevelopment Agency on Tuesday released an updated project timeline to redevelop the park. This came after several workshops and after city and CRA staff worked on plans since at least January.

The bid process to find a developer will start in September. Construction should start in January, and should be finished by August 2019.

Improvements at the park include: three small pavilions and one large one; a pre-engineered restroom building; site lighting; benches; parking; walkways or fitness paths; decorative concrete pavement; landscaping; irrigation; signs; garbage bins; and decorative aluminum fencing.

Each pavilion will have a hose bib, picnic table, grills and garbage bins.

Mayor Steven Grant previously proposed building homes in a portion of the park, but most residents opposed that, and the idea has not moved forward.

Grant said the approved changes will bring the park into the 21st century. He added that the park also will have cell phone charging stations.

BOYNTON BEACH READERS: Sign up for The Post's weekly Boynton Beach newsletter here.

"It is important to the community because for such a long time the park has been left in disrepair," Grant said.

The park also will have security features such as cameras. An amphitheater is in the park's future, according to CRA documents.

Improving the park is one of the ways the city and CRA are working to improve quality of life and increase affordable housing in the Heart of Boynton. In addition to the park:

• The CRA in May requested developers send in ideas on how to redevelop more than 4 acres off Seacrest Boulevard just north of Boynton Beach Boulevard. The land, between Northeast Fourth and Fifth avenues, is known as the Cottage District. Developers have until Tuesday to submit plans. The top three will present to the CRA board. The CRA hopes to have a contract signed in September.

 Ocean Breeze East, about 4.3 acres on Seacrest Boulevard just south of Martin Luther King Jr. Boulevard, might finally get developed with affordable apartments after being vacant for more than a decade. Centennial Management received approval from the state to be given 9 percent tax credits for the project but competitors have had a chance to protest that decision. The company expects to know a final answer this month.

Follow Boynton Beach reporter Alexandra Seltzer on Twitter at @alexseltzer

About the Author



ALEXANDRA SELTZER





Reader Comments

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Published On: Mon, Jul 30th, 2018 Press Release | By Online Staff D

\$20,700,000 Awarded to Ocean Breeze East Project within the Boynton Beach CRA's Heart of Boynton **Beach District**



Boca Raton, FL – New affordable apartments are coming to the Heart of Boynton community. On July 27, 2018, the Florida Housing Finance Corporation (FHFC) awarded RS Development Corp. (a/k/a Ocean Breeze East Apartments, LLC, OBEAL) \$2,700,000 in Annual Housing Tax Credits for ten years from its 9% Low Income Housing Tax Credit allocation to build a multi-family apartment complex consisting of 123 units. OBEAL, a for-profit affordable housing developer from Miami Lakes, was the successful respondent to the CRA's Request for Proposal and Developer's Qualifications (RFP/RFQ) for the CRA-owned 4.4 acre Ocean Breeze East site in August 2017. The Ocean Breeze East site was among 25 eligible sites, among six of the seven largest counties in Florida that competed for the estimated \$14,601,863 of Annual Housing Credits available in 2017. Of the 33 applications received, six were from Palm Beach County.

The 9% Low Income Housing Tax Credit Program is the federal government's primary program for encouraging the investment of private equity in the development of affordable rental housing for low and very low-income households. The Program is designed to assist for-profit and non-profit organizations by applying a dollar-fordollar reduction in their federal tax liability in exchange for the construction of new low and very low income rental housing units. A Housing Credit allocation to a development may be used for ten consecutive years once the development is placed in service and affordability is maintained for a period of 50 years. The award of the FHFC funds will leverage the City and CRA's \$567,500 local contribution and allow OBEAL to use \$800,000 towards its land acquisition cost for the 4.3 acre site purchased from the CRA. The money received from the sale of the property may be used by the CRA to support other affordable housing, economic development, infrastructure, or removal of slum and blight initiatives, as allowed by Florida Statutes in furtherance of the CRA Plan.

The urban infill project will consist of 3-story affordable multi-family rental apartment buildings, recreational amenities, upgraded landscaping, and associated parking, in addition to about 990 square feet of 'flex space' to be used as the Neighborhood Officer Program (NOP) office and a community center. The collaboration between the FHFC, City, CRA, and OBEAL, will result in quality modern affordable units at projected monthly rents of \$392 to \$782 for a one bedroom, \$469 to \$937 for a two bedroom and \$535 to \$1,075 for a three bedroom unit. Eligible applicants must earn household incomes of no more than 33% or 60% of Area Median Income to qualify. Construction is anticipated to begin immediately following site plan and building permit approvals from the City. The estimated construction period for the project is about 20 months from the issuance of the required permits.

As part of the purchase and development agreement with the CRA, OBEAL has also committed to prioritize the use of local contractors, sub-contractors, and to hire local residents as a part of the development operations team. These efforts will include hosting a job fair and providing employment opportunities within the community.

Lewis Swezy, President of OBEAL, says, "We have been looking forward to this day for a long time. We are grateful for the opportunity to be part of the new and exciting plans for the City of Boynton Beach. We have been in business for over 37 years and take pride in building beautiful communities and providing affordable housing."

"The CRA was fully committed to financially assisting OBEAL to complete this important housing project if we were unsuccessful during this application cycle. By receiving the 9% LIHTC funding award, millions of CRA dollars can now be used on other priority projects throughout the CRA boundary area over the next ten years," says Michael Simon, CRA Executive Director.



About the Author



Online Staff D -

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School Hours/Bell Schedules Posted, Some Elementary Schools Have Extended Day



1 in 5 Floridians Plan to Move this Year



New Physicians Join Marcus Neuroscience Institute



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Your Email	(Will not be published) (Required
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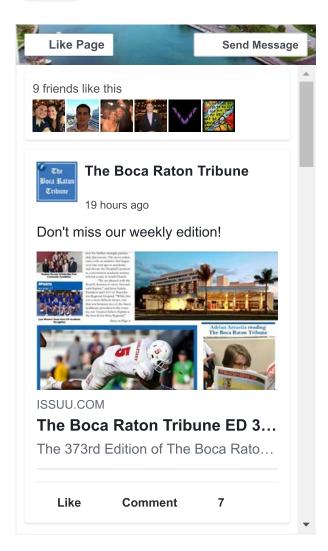
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The Boca Raton Tribune

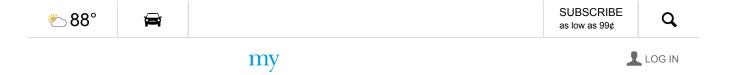
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	\$20,700,000 Awarded to Ocean Breeze East Project within the Boynton Beach CRA's Heart of
0	<u>Columnists</u>
	■ <u>Al Zucaro</u>
	■ <u>Barry's Buzz</u>
	■ <u>Carlo Barbieri</u>
	■ <u>Divorce Florida Style</u>
	■ <u>ON THE MONEY!</u>
	■ <u>Positive Living</u>
	■ What business are you in?
0	<u>Community</u>
	■ <u>Obituary</u>
	 Around Your Neighborhood
	■ <u>Florida's Hidden Gems</u>
	■ <u>Hometown Heroes</u>
	• Schools
0	<u>Editorials</u>
	■ <u>Thoughts from the publisher</u>
0	<u>Faith</u>
	■ <u>Daily Hope</u>
	■ <u>Monday Manna</u>
0	<u>Municipal</u>
	■ From the Mayor's Desk
	■ Police News
0	<u>Sports</u>
	■ <u>High School Football</u>
	■ Fort Lauderdale Strikers
	■ <u>Heat</u>
	■ <u>Dolphins</u>
	■ <u>Marlins</u>

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After 10 years of frustration in Boynton, affordable apartments coming

LOCAL By Alexandra Seltzer - Palm Beach Post Staff Writer





Rendering of the proposed development at Ocean Breeze East in Boynton Beach submitted by Centennial. (Handout)

Posted: 4:21 p.m. Tuesday, May 08, 2018

BOYNTON BEACH — After more than a decade of wishing and hoping, families might finally be able to rent a new apartment at an affordable price in the Heart of Boyntons community.

Remaining

The state has given approval to Centennial Management to receive federal tax credits the company needs to build a \$25.9 million affordable-housing development at Ocean Breeze East on Seacrest Boulevard just south of Martin Luther King Jr. Boulevard.

Commissioner Justin Katz described the news as "fantastic."

"They were able to deliver," he said of Centennial.

BOYNTON READERS: Sign up for the weekly Boynton Beach newsletter here

The Community Redevelopment Agency has tried to bring life to the 4.3-acre property for years. Projects have come and gone and some developers even required several millions of dollars from the CRA in order to build. If Centennial didn't get approval for the tax credit program, the project might have also depended on CRA money.

But with this state approval, the CRA is shelling out only \$567,500, which is the local government contribution needed in the state application. Miami Lakesbased Centennial paid the CRA \$800,000 for the property at 700 N. Seacrest Blvd. That leaves about \$232,500 that the CRA can spend on other redevelopment in the Heart of Boynton, Katz said.

3 Articles
Remaining



Articles developer chosen by the CRA to build homes and retail at MLK and Seacrest boulevards at the carebahibaeze ... Read More Centennial applied to the 9 percent low income housing tax credit program with the Florida Housing Finance Corporation. The credits are sold to investors to be used for a dollar-for-dollar reduction in their federal tax liability in exchange for equity to finance the new construction, according to FHFC. Centennial received the highest lottery number and the company got the final approval from the FHFC board in March. Those who weren't chosen can protest the board's decision May 21, according to CRA documents.

For that reason, Vice Mayor Christina Romelus says she's still being cautious, but was told it's difficult for the award to be taken away in that situation.

"I think we have a strong shot here," Romelus said. "If this goes through this is a huge win for District 2 and for the city overall."

Centennial should know the outcome of the protest period by July, Paul Bilton said at Tuesday's CRA meeting on behalf of the company. If all goes well, the project could be under construction by next summer, Bilton said.

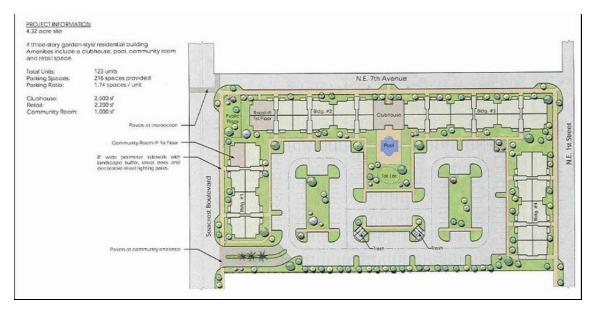
Boynton hopes its \$500 million downtown 'renaissance' makes big splash

The developer plans to build between 106 and 123 apartments at affordable prices. There will also be 2,000 square feet of "flex space" that could be used as community space or an office for three officers assigned to the neighborhood. As part of the agreement with the CRA, Centennial has to give a priority to hiring local contractors for construction.

When the CRA board chose Centennial for the site over other companies in August, the group estimated rents: A one bedroom, one bath unit would be \$363 or \$728 depending on whether the resident is at 33 percent of median income or 60 percent. A 2/2 would be \$436 or \$874 and a 3/2 would be \$498 or \$1,003, according to documents.

"This project will provide much needed affordable and attainable housing and will serve as a catalyst to attract further redevelopment," City Manager Lori LaVerriere said in a statement.





Site plan of the proposed development at Ocean Breeze East in Boynton Beach submitted by Centennial. (Handout)

The community has wanted to see development at the site since about 2005 when Boynton Terrace, a dilapidated federally subsidized community, was demolished. The 13 years have been a roller coaster of let downs. Many developers' plans have relied on tax credits but they haven't been able to secure them.

Across from the site is Ocean Breeze West, what was the other half of Boynton Terrace. It is home to 21 families living in single-family houses built by Habitat for Humanity and the faith-based Community Development Corp.

About the Author



ALEXANDRA SELTZER





ADVERTISER CONTENT: The Palm Beach Post



Helpful tips on selling your home from the local expert

Reader Comments

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Affordable rental apartments proposed in the Heart of Boynton



RS Development would construct the four-building, three-story project on more than 4 acres purchased from the Boynton Beach CRA. (Boynton Beach Community Redevelopment Agency/Courtesy)



By **Lisa J. Huriash** Sun Sentinel

AUGUST 2, 2018, 3:05 PM

ew development may be coming into the Heart of Boynton.

The low-income community in Boynton Beach is the proposed site for 123 rental apartments to be called Ocean Breeze East.

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The Florida Housing Finance Corp. awarded the developer, RS Development Corp., \$20.7 million — \$2.7 million a year for 10 years in federal tax credits — to build. The nearly two-year construction is anticipated to begin immediately after site plan and building permit approvals from the city.

"I'm very excited for new development within the Heart of Boynton," said Mayor Steven B. Grant, who is also chairman of the city's Community Redevelopment Agency.

He said the last development in that neighborhood were Habitat for Humanity single-family homes in 2014. "My neighbors are looking forward to not hearing about the development, but seeing the development," he said, adding that he hopes it will be a "catalyst to help further development."

RS Development, which set up the company Ocean Breeze East Apartments LLC for this project, is a for-profit affordable housing developer from Miami Lakes. It would build the four-building, three-story project on more than 4 acres purchased from the CRA.

The CRA sold two parcels at 700 N. Seacrest Blvd. in January for \$800,000, said Thuy Shutt, assistant director of the Boynton Beach CRA.

The federal Low Income Housing Tax Credit program is designed to encourage development of affordable rental housing for low-income households. It offers a dollar-for-dollar reduction in developer's federal taxes in exchange for the construction of low-income rental housing units.

Monthly rent for income-eligible families at Ocean Breeze East would range from \$392 to \$782 for a one-bedroom unit: \$469 to \$937 for two bedrooms: and \$535 to \$1,075 for three bedrooms, according to the CRA.

Tenant programs would include literacy training, employment assistance and job fairs, life planning mentoring, financial counseling and access to computers and printers.

Other projects are planned for the Heart of Boynton as well: The Sara Sims Park will get a \$1.3 million makeover, and the city is seeking local vendors to do the construction work.

"The improvements to the Sara Sims Park are part of an ongoing effort to continue to invest in this important part of the city," said David Scott, the city's director of Economic Development and Strategy.

Other projects in the area include construction of work force housing — single-family or multi-family homes such as townhouses or duplexes — on 4.2 acres in what's called the Cottage District, Shutt said. The CRA Board will hear presentations from developers at its Aug. 14 meeting.

Mixed-use development also is being proposed on 3 scattered acres along the Martin Luther King Jr. Boulevard corridor, Shutt said.

The Heart of Boynton comprises 380 acres, considered west of the FEC railroad tracks, east to Interstate 5, north of Boynton Beach Boulevard and south of Northeast 12th Avenue.

The CRA and city have invested \$30 million in the Heart of Boynton since 2001, and helped bring in the Dollar Store as a community anchor, Scott said. The CRA and city continue to assemble lots for future development, he said.

The average income of residents in the community is about \$24,000 to \$26,000 per year, Scott said.

There is great redevelopment potential in "an area that has been under-served," Shutt said. "The needs are greater there."

OTHER NEWS:

Delray CRA eyes affordable home construction, commercial expansion

Hallandale may get 6-story apartment building for 'work force housing'

Wilton Manors housing project proposed for low-income gay seniors

Delray Authority to propose new affordable housing phase

lhuikish@stugetituffcom, 954-572-2008 or Twitter @LisaHuriash

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Please click the link below:

 $\underline{https://www.wptv.com/news/region-s-palm-beach-county/boynton-beach/affordable-housing-coming-to-boynton-beach}$



CRA BOARD MEETING OF: August 14, 2018

INFORMATION ONLY

AGENDAITEM: 8.C.

SUBJECT:

Public Comment Log

SUMMARY:

None.

CRA BOARD OPTIONS:

No action required at this time unless otherwise determined by the Board



CRA BOARD MEETING OF: August 14, 2018

INFORMATION ONLY

AGENDA ITEM: 8.D.

SUBJECT:

Social Media Outreach Program Update

SUMMARY:

On April 16, 2018, Renee Roberts joined the CRA staff as the full time Social Media and Communications Specialist. Renee has continued to work with many of the businesses previously enrolled in the Social Media Outreach Program (SMOP), as well as new businesses within the CRA Area since April. Due to the popularity of the program, two training modules, a Beginner and an Intermediate Level, were developed to provide a more interactive way of learning. Since most of the participating businesses are or have reached the Intermediate Level, a small group workshop was the ideal environment to launch the Intermediate Level module while the Beginner Level module was developed to assist new businesses and/or entrepreneurs from the Nonprofit Organization Grant Program (NOGP).

On July 24, 2018, the first SMOP Workshop was held at the Boynton Woman's Club titled "Managing Your Social Media." The class was at capacity with 10 local business owners that attended. Classes are kept intentionally small for 1-on-1 assistance during the class. A brief survey was conducted after the class. The results indicates that a majority of the participants found the class to be extremely useful. A copy of the presentation, list of attendees and survey, and photos are included as Attachments I-III.

In the upcoming months, CRA staff will be working to map all businesses in the CRA Area using the City's Business Tax Registry and the County's GIS data so that a system could be implemented to document and effectively guide the outreach efforts throughout the six CRA Districts. This database and map could then be used by the CRA's events and marketing staff to improve outreach efforts to the businesses and in preparation for other CRA's business development events in Fiscal Year 2018-2019.

ATTACHMENTS:

Description

- Attachment I Managing Your Social Media Presentation
- Attachment II Attendees List and Reviews
- Attachment III July 24, 2018 Workshop Photos



Managing Your Social Media

Keys to Managing Social Media



What Are Your Goals?

Who Is Your Audience?

What Are You Selling?

How Are You Selling?





What do you want to accomplish through social media?

- Do you want to drive people to your website?
- Do you want to increase awareness about a deal, your location, or a special promotion?
- Do you want to increase customer engagement on your site?
- Do you want more followers?

Be specific!

Who is your audience? How to identify your audience



- What is a buyer persona?
 - A buyer persona is a semi-fictional representation of your ideal costumer based on market research and real data about existing consumers
- Thought experiment:
 - Envision your ideal customer as a living person. What is their age? What is their personality? What is their career?



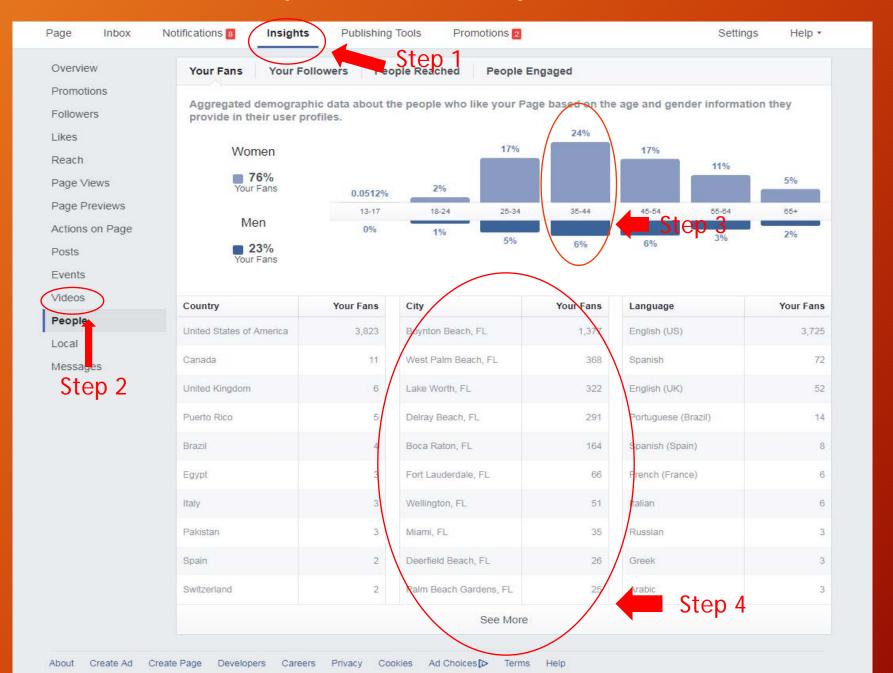
You may have more than 1 buyer persona!

Who is your audience?



Using your analytics to identify buyer personas

Boynton Beach CRA Analytics





Who is your audience? – Using analytics to identify buyer personas



According to our analytics the CRA's #1 Buyer Persona is:

- A woman
- Lives in Boynton Beach
- Is between the ages of 35 and 44



What are you selling?





Goods?

Services?

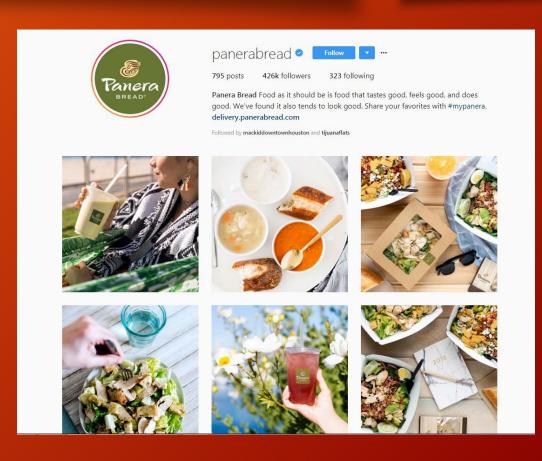
Events/Activities?

What are you selling? - Creating content



Gather photos and information about what you want to promote

- Explore free online tools for creating unique marketing
 - Canva.com Design your own graphics
 - Unsplash.com Free stock images
 - Mailchimp.com Create email newsletters
- Look at other successful companies' social media similar to your business for examples



How are you selling?





Online?

In-store?

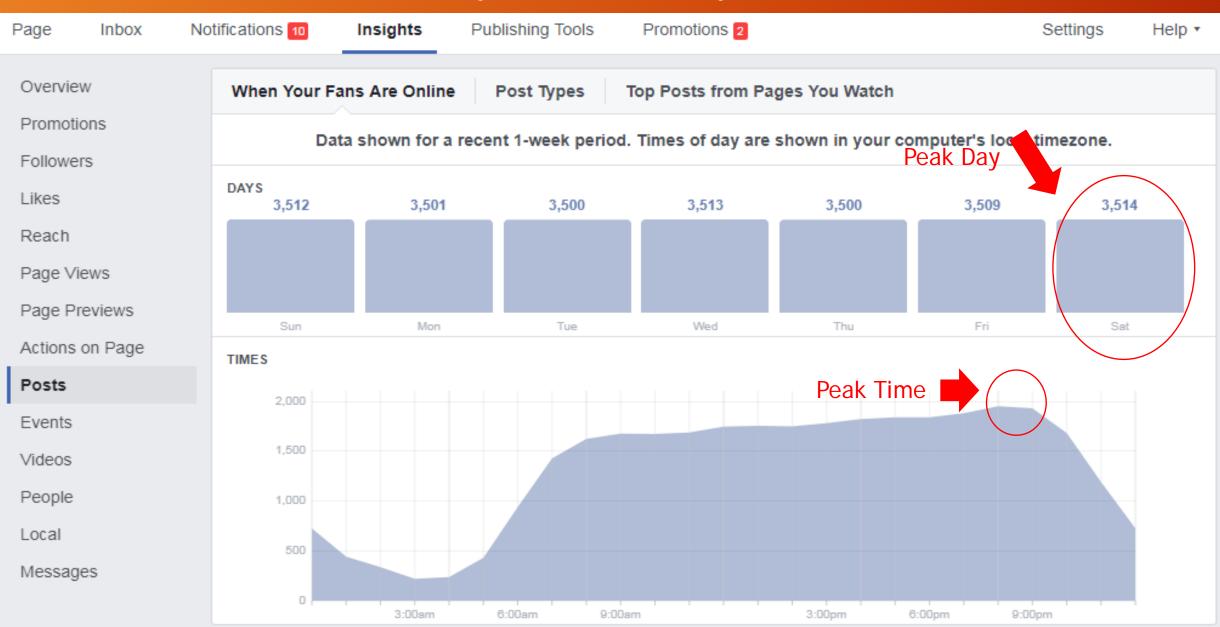
Both?

How are you selling?



How to use your analytics to determine the best **time** to reach your audience

Boynton Beach CRA Analytics



Scheduling Tools - Intro to Crowdfire





- Many scheduling tools exist to help manage your social media Hootsuite, Buffer, SocialPilot, etc.
 - Using a scheduling tool can help you save time and create consistency across your social media
- Crowdfire features:
 - It's free! (up to 2 accounts. Upgrades are between \$5.99 to \$33.32 a month.)
 - It populates articles and images on subjects related to your industry
 - You can schedule across all platforms using a desktop (including Instagram)
 - You can track analytics for each social media account
 - You can follow and unfollow based on your fans

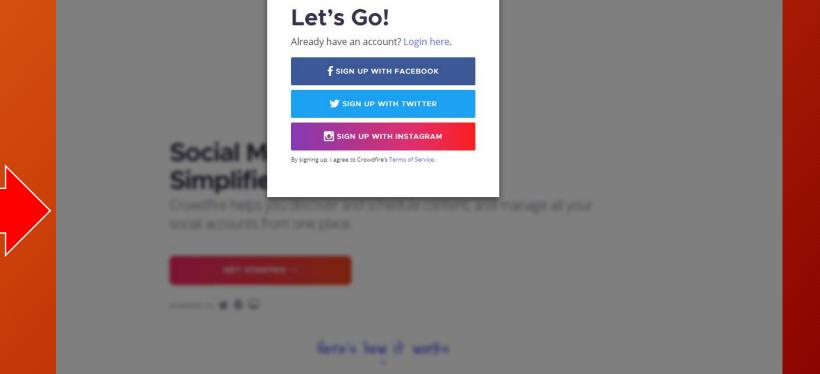
Signing Up with Crowdfire



 Go to www.crowdfireapp.com

Click Get Started

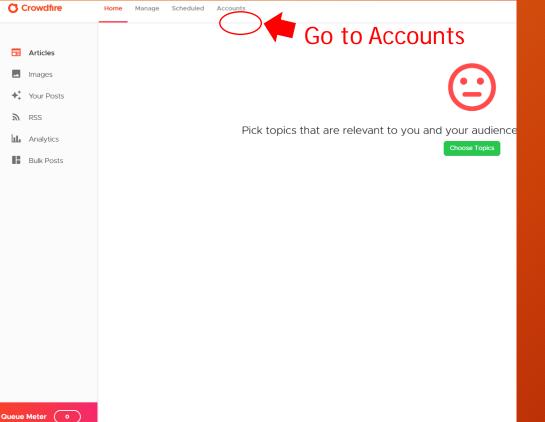
Opening screen

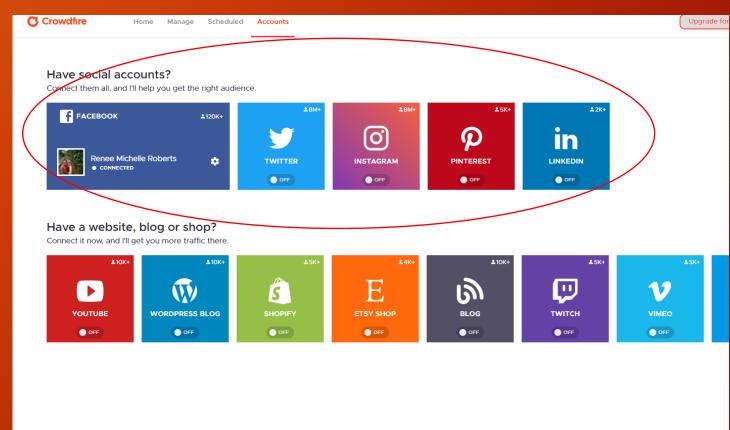


Setting Up Your Accounts with Crowdfire



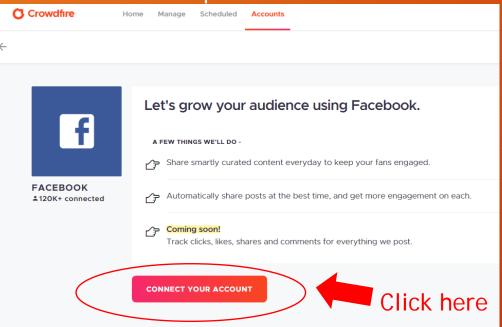
Opening Page





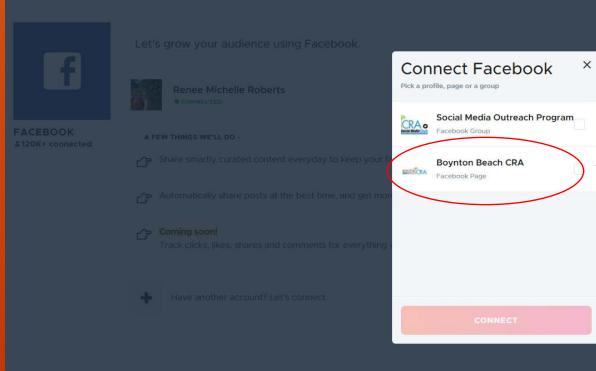
Connecting Your Business Facebook to Crowdfire





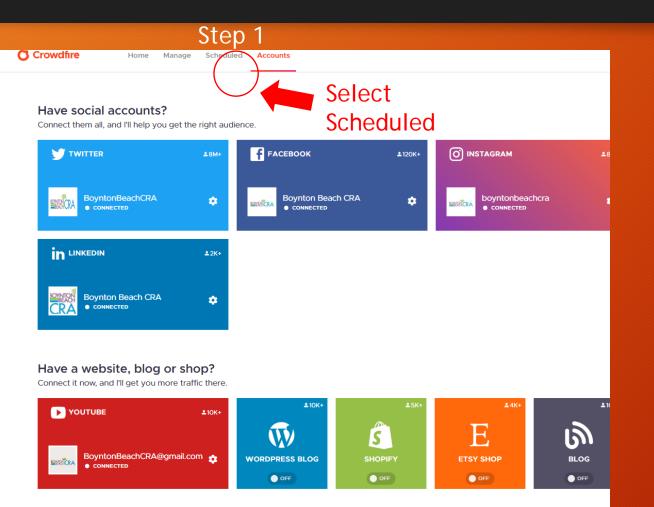
Step 1

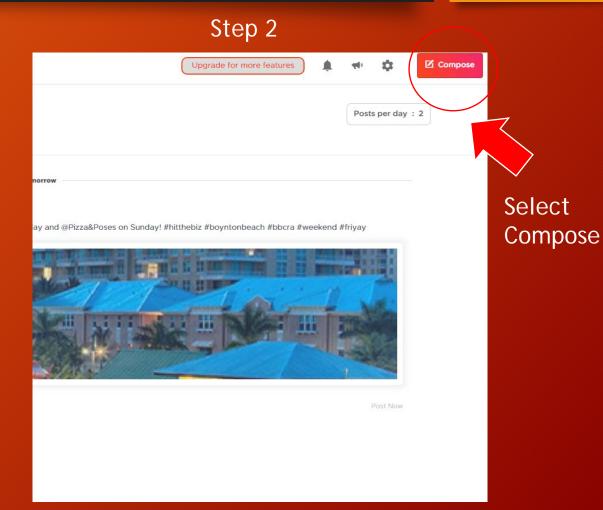
Step 2



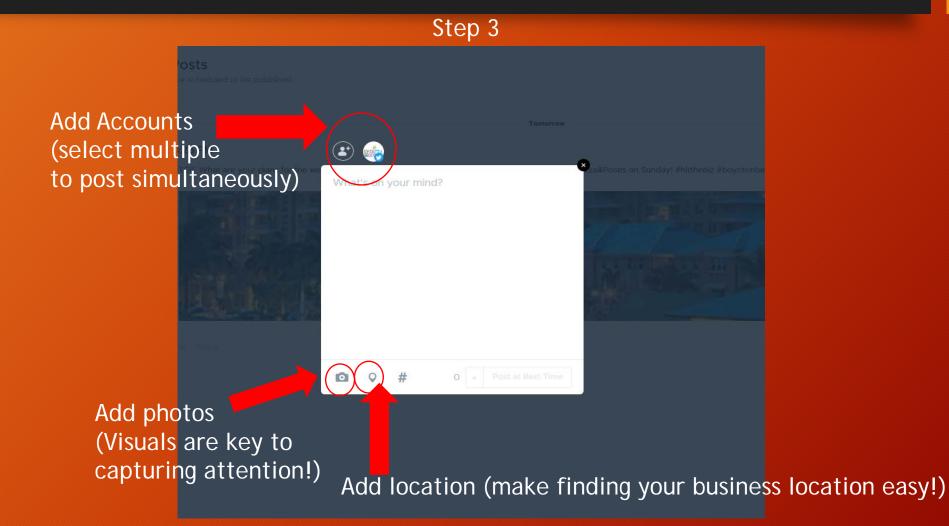
Select account to connect





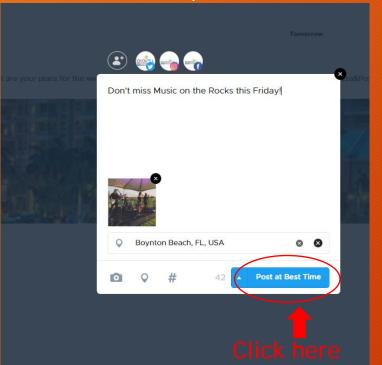




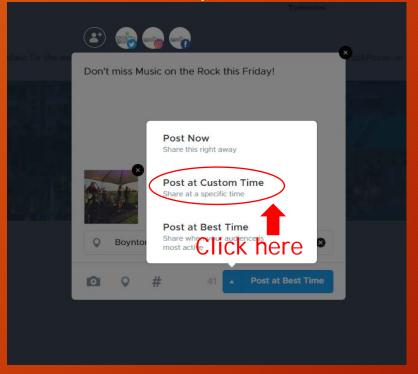




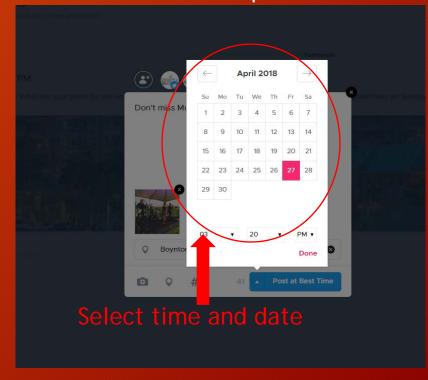




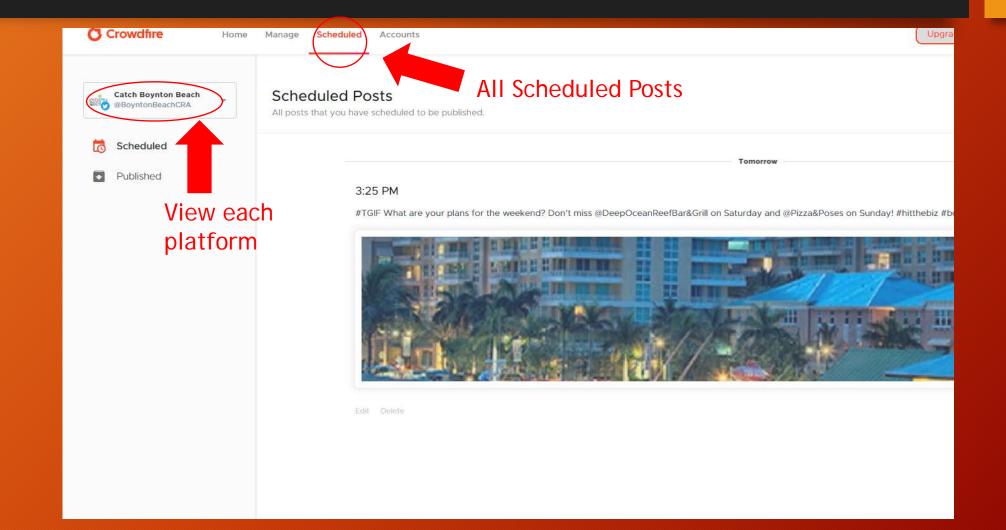
Step 5



Step 6









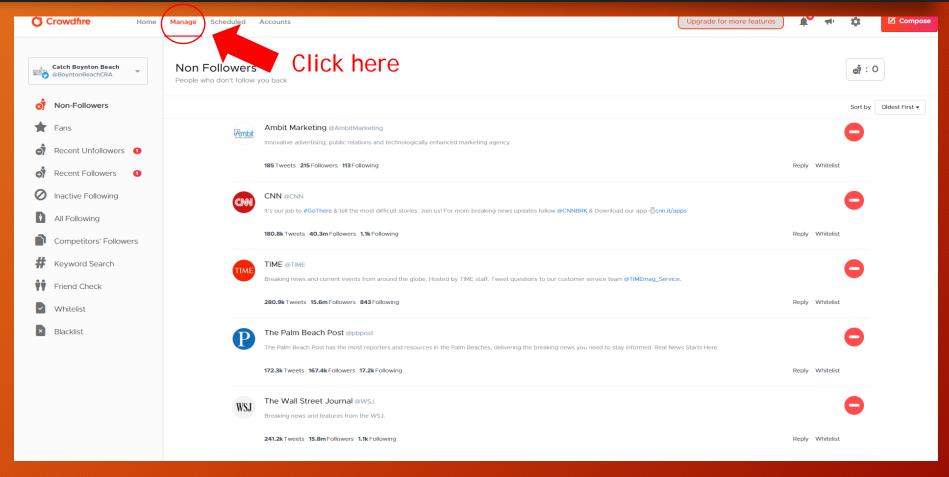


Specifics of Instagram

- Instagram's API (application program interface aka "protocols") will not allow third party apps to directly post to Instagram
- Crowdfire will send you a push notification on your phone to remind you when to post
- Crowdfire opens the Instagram app and copies your photo and caption to clipboard.
- All you have to do is paste and post!

Other Crowdfire Features - Manage Tab





- This tab allows you to follow/unfollow people who follow you on Twitter

Other Crowdfire Features - Manage Tab



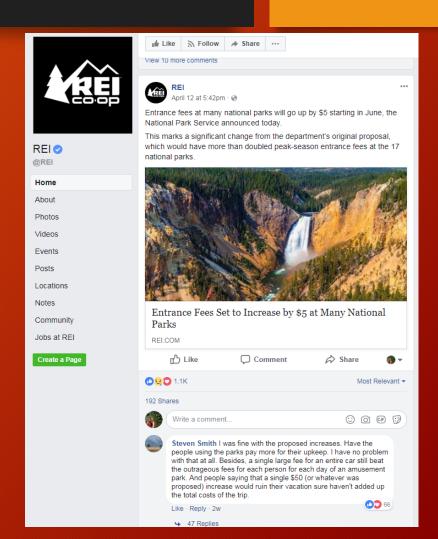


- Whitelist customized list of users you never want to unfollow
 - i.e. family, friends, Boynton Beach CRA
- Blacklist customized list of users you <u>never want</u> to follow

Other Crowdfire Features - Articles



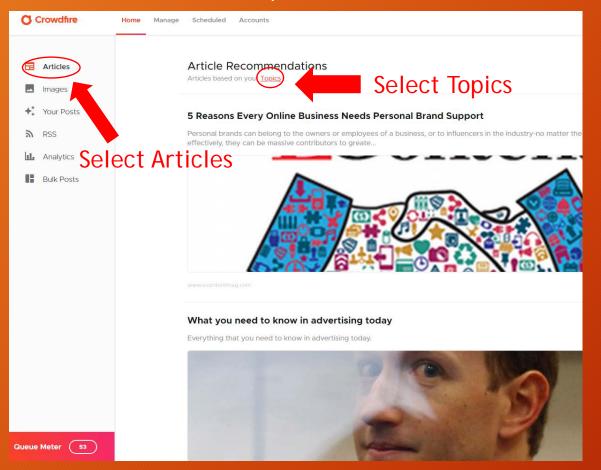
- Why share articles?
 - To connect with your audience through common interest on your specific field, and encourages engagement
 - Examples:
 - Trainer posting health articles
 - Foodie posting cooking articles
 - Realtor posting articles on buying your first home
- You don't have to continually think of new and engaging content!
- Helps to create a variety of posts
- Word of caution: Do not share too many articles or audiences can become uninterested



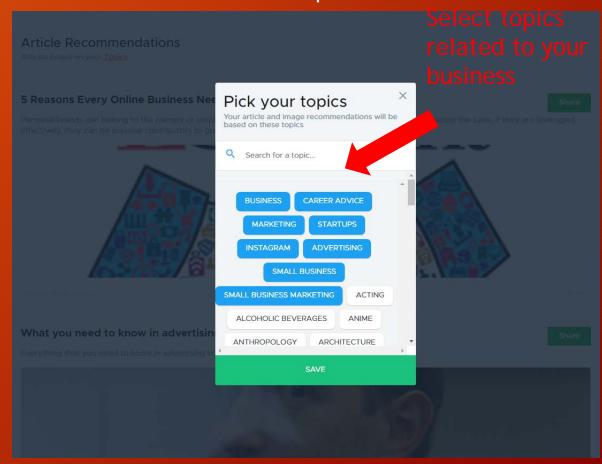
Other Crowdfire Features - Articles



Step 1

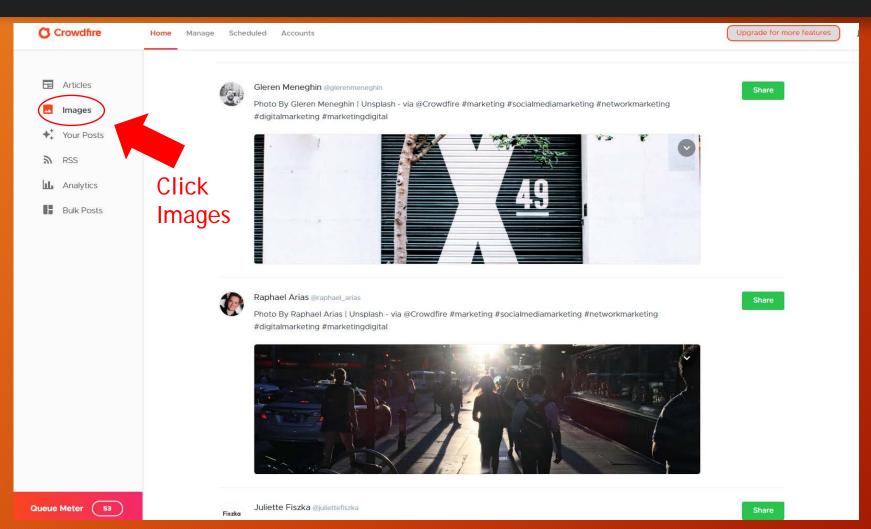


Step 2



Other Crowdfire Features - Images

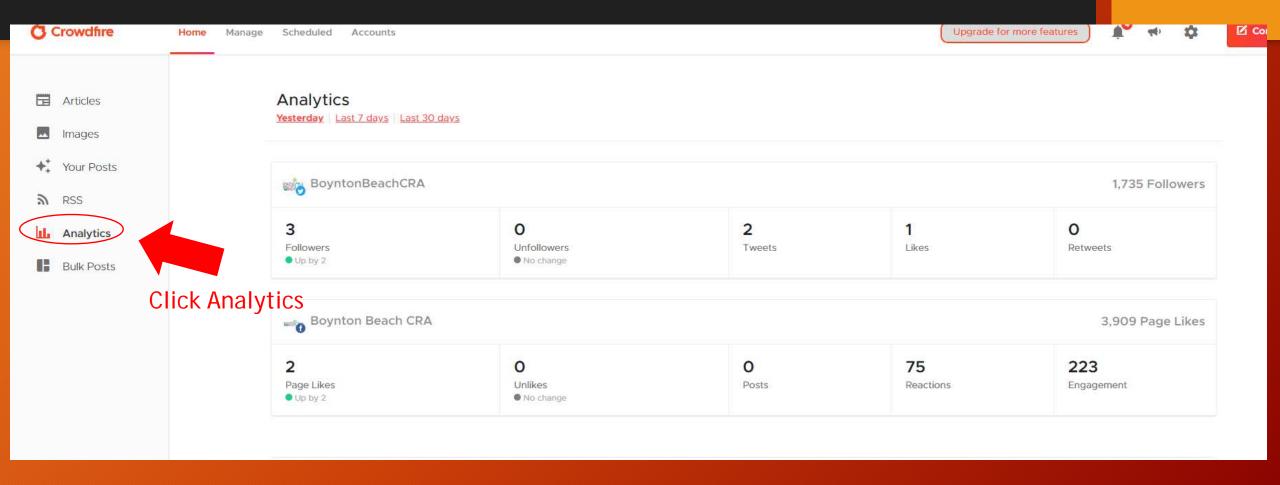




- Also based on topics you choose for the purpose of sharing
- Be sure to give credit to the original post!
- Photo should be relevant to your product and/or post

Other Crowdfire Features - Analytics





• Only shows 1 day of analytics unless upgraded to a paid account (paid prices range from \$5.99 to \$33.32 a month)

Crowdfire as a Tool for Managing Social Media





- Crowdfire is an excellent tool for assisting you with managing your social media but DOES NOT REPLACE:
 - Live videos
 - Interaction with your audience
 - Organic posting about what is going on at your business

Keys to ManagingYour Social Media Recap



What Are Your Goals? Who Is Your Audience?

What Are You Selling?

How Are You Selling?



Questions?

Follow the Boynton Beach CRA on Facebook, Twitter, Instagram, YouTube, and LinkedIn!

7/24/18 Managing Your Social Media Workshop Attendees:

- 1. Joe Hurtuk Sr. The Boardwalk Italian Ice & Creamery
- 2. Barbra Hurtuk The Boardwalk Italian Ice & Creamery
- 3. Debi Reitz Miller Land Planning
- 4. David Gallego ByCycle
- 5. Candy Tomei Bruggemann Keller Williams Realty
- 6. Nancy Cannon Natural Dog Treats & Bakery
- 7. Tony Miller Community Caring Center
- 8. Lynda T. The Blossom Shoppe
- 9. Michelle Gingold Del Sol Bakery
- 10. Mario Navarro The Zoo Fitness

Business Name Boaron	WALK Stalien.	Geo & Chermer
Email address BOABOWALK	DessexTs @ YAh.	90. COM
How useful did you Extremely useful So	ou find this class? omewhat useful	Not very useful
Would you like so Yes No	meone to review this	s information with you in a private session?

• What other topic for future workshops would you be interested in?

Want to learn how to respond on all Social Media Antleto to positive & negative Comments about our fusencie

JOE HURTUK SR.

561-339-3932

Business Name

Blosson Shoppe

Email address

VALENCIA 1958 Attmail. Com

How useful did you find this class?

Would you like someone to review this information with you in a private session?

Not very useful

Yes

Extremely useful



• What other topic for future workshops would you be interested in?

Somewhat useful

Business Name

Commynity Caring Center of Parm

BEACH.

Email address

Tony & cccgbb. ORG

How useful did you find this class?

Extremely useful Somewhat useful Not very useful

Would you like someone to review this information with you in a private session?

Yes No Maybe (Am I Must Raw)

• What other topic for future workshops would you be interested in?

Business Name
 Natural Dog Treats & Bukery, LLC

 Email address
 A atvral dog treat sand bakery agmail. Com

 How useful did you find this class?
 Extremely useful
 Somewhat useful
 Not very useful

• Would you like someone to review this information with you in a private session?

Yes

• What other topic for future workshops would you be interested in?

Business Name
Candice Tome: Bruegge mann, PA
Email address
Candy D sweet real deals, com

• How useful did you find this class?

Extremely useful Somewhat useful Not very useful

• Would you like someone to review this information with you in a private session?

Yes (No

• What other topic for future workshops would you be interested in?

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D	el s	ol	Bak	eng		

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into @ del sol bakery. com

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Extremely useful

Somewhat useful

Not very useful

• Would you like someone to review this information with you in a private session?

Yes



• What other topic for future workshops would you be interested in?



	Business	Name
-	Dusiliess	IAGILIC

Miller Land Planning Inc

Email address

debie mipo. net

How useful did you find this class?

Extremely useful

X Somewhat useful

Not very useful

• Would you like someone to review this information with you in a private session?

Yes

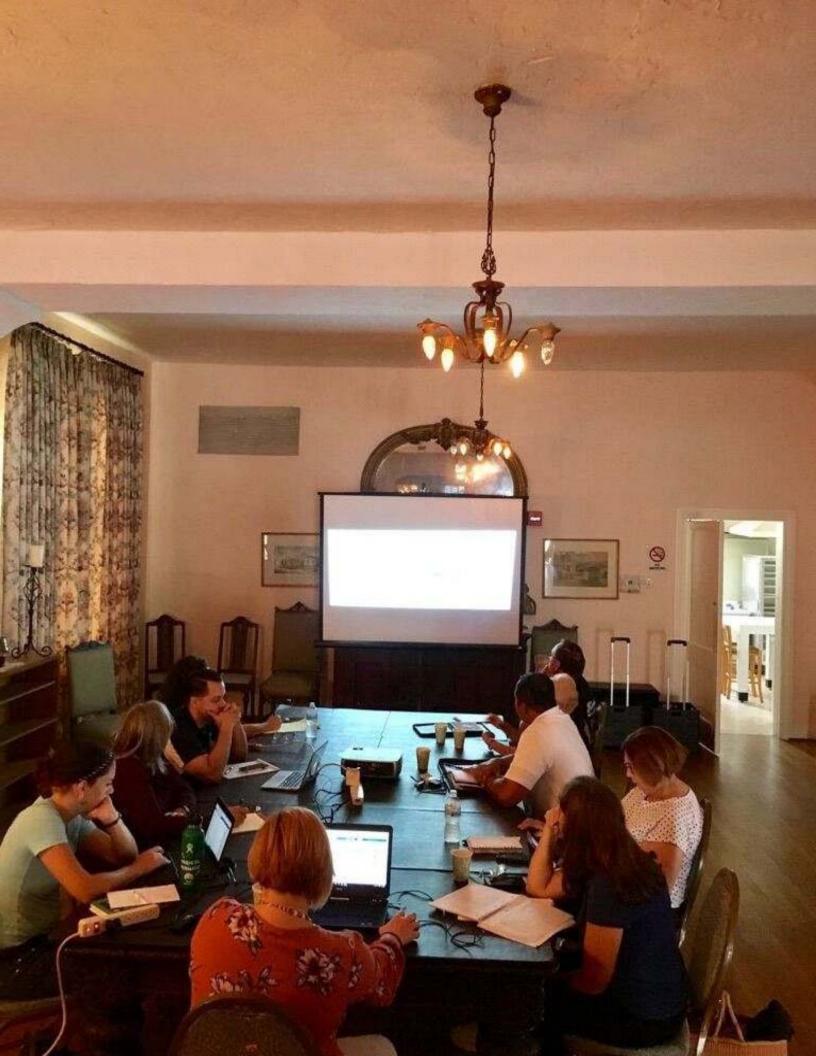
No

maybe

• What other topic for future workshops would you be interested in?

not sure @ this moment

Business Name Que
Email address A. D. BIKES, LUG Gmail, Com
How useful did you find this class? Extremely useful Somewhat useful Not very useful
 Would you like someone to review this information with you in a private session? Yes
• What other topic for future workshops would you be interested in? How which when wave people white way was, thestere or term which is the best way









CRA BOARD MEETING OF: August 14, 2018

CONSENT AGENDA

AGENDA ITEM: 10.A.

SUBJECT:

Financial Report Period Ending July 31, 2018

SUMMARY:

There is a new and simplified improved financial analysis beginning with July 2018. Statement of Revenues, Expenditures and Changes in Fund Balance Report (Attachment II); Budget Comparison Schedule - General Fund (Attachment III); and Monthly Budget Report to the CRA Board representing the revenues and expenses for the preceding month (Attachment I).

Additionally, CRA staff has taken the initiative to prepare an "In Kind" analysis report to identify any activities undertaken by the CRA which provides "in kind" wavier fees, services or costs to another entity. An example would be the CRA approved reduction in rental fees offered to the City of Boynton Beach and Historic Woman's Club of Boynton Beach for use of CRA owned buildings. A fair market value analysis as related to rentals, reflects potential rental income that will be provided as in-kind services. The analysis reflects over the term of the agreed usage periods (Attachment IV).

FISCAL IMPACT:

None.

CRAPLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan and FY 2017-2018 CRA Budget

CRA BOARD OPTIONS:

Approve the CRA's Monthly Financial Report for the Period Ending July 31, 2018.

ATTACHMENTS:

Description

- Attachment I July 2018 Financial Report
- Attachment II Statement of Revenues, Expenditures and Changes in Fund Balance Report
- Attachment III Budget Comparison Schedule
- Attachment IV In Kind Analysis July 2018

PAGE: 1

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND FINANCIAL SUMMARY

7-31-2018 01:27 PM

FINANCIAL SUMMARY							% OF
	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	BUDGET REMAINING
REVENUE SUMMARY							
T.I.F.INCOME	11,461,518	11,461,518	0.00	11,776,328.00	0.00	(314,810.00) 2.75-
MARINA RENT & GRANT INC	1,000,000	1,000,000	8,003.37	901,989.90	0.00	98,010.10	9.80
INVESTMENT INCOME	0	0	0.00	24,016.85	0.00	(24,016.85	0.00
CONTRIBUTIONS & DONATION	0	0	51,372.91	51,372.91	0.00	(51,372.91	0.00
MISCELLANEOUS	0	0	682.97	16,948.27	0.00	(16,948.27	0.00
OTHER FINANCING SOURCES	0	2,980,000	0.00	0.00	0.00	2,980,000.00	100.00
TOTAL REVENUES	12,461,518		·	12,770,655.93	0.00	2,670,862.07	
EXPENDITURE SUMMARY							
LEGISLATIVE	30,500	30,500	1,989.30	12,376.35	726.65	17,397.00	57.04
ADMINISTRATIVE	445,240	445,240	40,607.43	343,096.26	0.00	102,143.74	22.94
FINANCE	186,060	186,060	13,936.06	140,380.56	0.00	45,679.44	24.55
INSURANCES	172,500	172,500	1,370.00	113,305.40	0.00	59,194.60	34.32
PROFESSIONAL SERVICES	274,000	274,000	2,798.22	111,076.17	40,912.50	122,011.33	44.53
PLANNING	115,290	115,290	6,185.20	64,037.79	0.00	51,252.21	44.46
BUILDINGS & PROPERTY	592,770	592,770	77,164.09	374,294.25	30,418.64	188,057.11	31.73
MARINA	1,000,000	1,000,000	117,969.01	872,875.51	0.00	127,124.49	12.71
COMMUNICATIONS & TECHNOLO	80,550	80,550	1,698.32	46,021.77	12,874.47	21,653.76	26.88
CONTINGENCY	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
MARKETING	167,620	167,620	7,314.04	85,225.85	0.00	82,394.15	49.16
SPECIAL EVENTS	86,870	86,870	5,181.55	54,030.40	0.00	32,839.60	37.80
EMPLOYEE BEBEFITS	367,938	367,938	7,662.02	187,887.23	0.00	180,050.77	48.94
DEBT SERVICE	2,140,955	2,140,955	0.00	2,140,955.00	0.00	0.00	0.00
TRANSFER OUT	6,701,225	9,681,225	0.00	9,681,225.00	0.00	0.00	0.00
TOTAL EXPENDITURES	12,461,518	15,441,518	•	14,226,787.54	84,932.26	1,129,798.20	
REVENUES OVER/(UNDER) EXPENDITURES	0			(1,456,131.61)			

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01 -GENERAL FUND

ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
11,461,518 11,461,518	11,461,518 11,461,518				•	,
100,000	100,000	8,437.97	93,508.47	0.00	6,491.53	6.49
)PE 0	0	3,800.00	16,836.25	0.00	(16,836.25	0.00
900,000	900,000	0.00	793,183.49	0.00	106,816.51	11.87
0	0 (4,234.60)	(1,538.31)	0.00	1,538.31	0.00
1,000,000	1,000,000	8,003.37	901,989.90	0.00	98,010.10	9.80
0	0	0.00	24,016.85	0.00	(24,016.85	0.00
0	0	0.00	24,016.85	0.00	(24,016.85	0.00
0	0	51,372.91	51,372.91	0.00	(51,372.91)	0.00
0	0	51,372.91	51,372.91	0.00	(51,372.91	0.00
0	0	682.97	16,948.27	0.00	(16,948.27)	0.00
0	0	682.97	16,948.27	0.00	(16,948.27	0.00
0	2,980,000	0.00	0.00	0.00	2,980,000.00	100.00
0	2,980,000	0.00	0.00	0.00	2,980,000.00	100.00
12,461,518	15,441,518	60,059.25	12,770,655.93	0.00	2,670,862.07	17.30
	BUDGET 11,461,518 11,461,518 100,000 0 900,000 0 1,000,000 0 0 0 0 0 0 0	BUDGET BUDGET 11,461,518 11,461,518 11,461,518 11,461,518 100,000 100,000 0 0 0 900,000 900,000 0 1,000,000 1,000,000 0	BUDGET BUDGET ACTIVITY 11,461,518 11,461,518 0.00 11,461,518 11,461,518 0.00 100,000 100,000 8,437.97 0 0 3,800.00 900,000 900,000 0.00 0 0 (4,234.60) 1,000,000 1,000,000 8,003.37 0 0 0 0.00 0 0 0 0.00 0 0 51,372.91 0 0 682.97 0 0 682.97 0 0 2,980,000 0.00 0 0.00	BUDGET BUDGET ACTIVITY BALANCE 11,461,518	BUDGET BUDGET ACTIVITY BALANCE ENCUMBERED 11,461,518 11,461,518 0.00 11,776,328.00 0.00 11,461,518 11,461,518 0.00 11,776,328.00 0.00 100,000 100,000 8,437.97 93,508.47 0.00 200 0 3,800.00 16,836.25 0.00 200 0 0 0.00 793,183.49 0.00 200 0 0 4,234.60) (1,538.31) 0.00 21,000,000 1,000,000 8,003.37 901,989.90 0.00 0 0 0 0.00 24,016.85 0.00 0 0 0 51,372.91 51,372.91 0.00 0 0 51,372.91 51,372.91 0.00 0 0 682.97 16,948.27 0.00 0 2,980,000 0.00 0.00 0.00 0.00 0 2,980,000 0.00 0.00 0.00	BUDGET BUDGET ACTIVITY BALANCE ENCUMBERED BALANCE 11,461,518 11,461,518 0.00 11,776,328.00 0.00 (314,810.00 11,461,518 11,461,518 0.00 11,776,328.00 0.00 (314,810.00 11,461,518 11,461,518 0.00 11,776,328.00 0.00 (314,810.00 0.00 0.00 (314,810.00 0.00 0.00 0.00 0.00 0.00 (314,810.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND LEGISLATIVE

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
01-51010-200 CONTRACTUAL EXPENSE	7,500	7,500	0.00	3,444.30	726.65	3,329.05	44.39
01-51010-216 ADVERTISING & PUBLIC NOTI	6,500	6,500	1,989.30	4,887.10	0.00	1,612.90	24.81
01-51010-225 ASSOC. MEETINGS & SEMINAR	15,000	15,000	0.00	3,685.02	0.00	11,314.98	75.43
01-51010-227 DELIVERY SERVICES	750	750	0.00	309.35	0.00	440.65	58.75
TOTAL PURCHASED/CONTRACT SERV	29,750	29,750	1,989.30	12,325.77	726.65	16,697.58	56.13
SUPPLIES							
01-51010-310 OFFICE SUPPLIES	750	750	0.00	50.58	0.00	699.42	93.26
TOTAL SUPPLIES	750	750	0.00	50.58	0.00	699.42	93.26
TOTAL LEGISLATIVE	30,500	30,500	1,989.30	12,376.35	726.65	17,397.00	57.04

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND ADMINISTRATIVE

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-51230-100 PERSONNEL SERVICES	384,900	384 , 900	38,806.94	,	0.00	67 , 815.15	
01-51230-115 CAR ALLOWANCE	5,220	5,220	401.52	4,256.08	0.00	963.92	
TOTAL PERSONNEL SERVICES	390 , 120	390,120	39,208.46	321,340.93	0.00	68,779.07	17.63
PURCHASED/CONTRACT SERV							
01-51230-225 ASSOC. MEETINGS & SEMINAR	16,500	16,500	868.73	6,030.63	0.00	10,469.37	63.45
01-51230-226 MEMBERSHIP DUES	11,385	11,385	0.00	6,110.12	0.00	5,274.88	46.33
01-51230-227 DELIVERY SERVICES	500	500	0.00	155.88	0.00	344.12	68.82
01-51230-229 CAREER DEVELOPMENT	16,500	16,500	0.00	4,193.70	0.00	12,306.30	74.58
TOTAL PURCHASED/CONTRACT SERV	44,885	44,885	868.73	16,490.33	0.00	28,394.67	63.26
SUPPLIES							
01-51230-310 OFFICE SUPPLIES	3,000	3,000	5.04	1,586.33	0.00	1,413.67	47.12
01-51230-315 POSTAGE	2,500	2,500	0.00	918.91	0.00	1,581.09	63.24
01-51230-340 CELLULAR PHONES	2,880	2,880	267.20	2,239.26	0.00	640.74	22.25
01-51230-355 SUBSCRIPTIONS	605	605	0.00	262.50	0.00	342.50	56.61
01-51230-360 BOOKS & PUBLICATIONS	250	250	0.00	0.00	0.00	250.00	100.00
TOTAL SUPPLIES	9,235	9,235	272.24	5,007.00	0.00	4,228.00	45.78
CAPITAL EXPENDITURES							
01-51230-400 EQUIPMENT COSTS	1,000	1,000	258.00	258.00	0.00	742.00	74.20
TOTAL CAPITAL EXPENDITURES	1,000	1,000	258.00	258.00	0.00	742.00	
DEPRECIATION & AMORT							
TOTAL ADMINISTRATIVE	445,240	445,240	40,607.43	343,096.26	0.00	102,143.74	22.94

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01 -GENERAL FUND AUDITOR

% OF
ORIGINAL AMENDED MONTHLY YEAR-TO-DATE TOTAL UNENCUMBERED BUDGET
DEPARTMENTAL EXPENDITURES BUDGET BUDGET ACTIVITY BALANCE ENCUMBERED BALANCE REMAINING

PURCHASED/CONTRACT SERV

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND FINANCE

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-51325-100 PERSONNEL SERVICES TOTAL PERSONNEL SERVICES	158,000 158,000	158,000 158,000	12,566.80 12,566.80	132,894.16 132,894.16	0.00	25,105.84 25,105.84	
PURCHASED/CONTRACT SERV							
01-51325-200 CONTRACTUAL EXPENSE	250	250	0.00	175.00	0.00	75.00	30.00
01-51325-201 BANK FEES	3,000	3,000	274.84	1,594.37	0.00	1,405.63	3 46.85
01-51325-225 ASSOC. MEETINGS & SEMINAR	10,450	10,450	716.64	1,286.99	0.00	9,163.01	
01-51325-226 MEMBERSHIP DUES	820	820	195.00	554.00	0.00	266.00	32.44
01-51325-227 DELIVERY COSTS	500	500	18.90	278.77	0.00	221.23	44.25
01-51325-229 CAREER DEVELOPMENT	5,000	5,000	56.45	356.45	0.00	4,643.55	92.87
TOTAL PURCHASED/CONTRACT SERV	20,020	20,020	1,261.83	4,245.58	0.00	15,774.42	78.79
SUPPLIES							
01-51325-310 OFFICE SUPPLIES	2,500	2,500	5.04	1,094.60	0.00	1,405.40	56.22
01-51325-340 CELLULAR PHONES	1,440	1,440	102.39	979.68	0.00	460.32	31.97
01-51325-355 SUBSCRIPTIONS	1,300	1,300	0.00	1,099.00	0.00	201.00	15.46
01-51325-360 BOOKS & PUBLICATIONS	700	700	0.00	0.00	0.00	700.00	100.00
01-51325-365 OFFICE PRINTING COSTS	600	600	0.00	67.54	0.00	532.46	88.74
TOTAL SUPPLIES	6,540	6,540	107.43	3,240.82	0.00	3,299.18	50.45
CAPITAL EXPENDITURES							
01-51325-400 EQUIPMENT COSTS	1,500	1,500	0.00	0.00	0.00	1,500.00	100.00
TOTAL CAPITAL EXPENDITURES	1,500	1,500	0.00	0.00	0.00	1,500.00	100.00
DEPRECIATION & AMORT							
TOTAL FINANCE	186,060	186,060	13,936.06	140,380.56	0.00	45,679.44	24.55

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND INSURANCES

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV 01-51410-213 GENERAL PROPERTY COVERAGE TOTAL PURCHASED/CONTRACT SERV	172,500 172,500	172,500 172,500	1,370.00 1,370.00	113,305.40 113,305.40	0.00	59,194.60 59,194.60	
TOTAL INSURANCES	172,500	172,500	1,370.00	113,305.40	0.00	59,194.60	34.32

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND PROFESSIONAL SERVICES

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
01-51420-200 CONTRACTUAL EXPENSE	152,000	152,000	2,627.22	66,400.34	2,302.50	83,297.16	
01-51420-201 CONTRACT LEGAL	100,000	100,000	0.00	42,614.83	26,000.00	31,385.1	7 31.39
01-51420-204 CITY STAFF COSTS	22,000	22,000	171.00	2,061.00	12,610.00	7,329.00	33.31
TOTAL PURCHASED/CONTRACT SERV	274,000	274,000	2,798.22	111,076.17	40,912.50	122,011.33	3 44.53
TOTAL PROFESSIONAL SERVICES	274,000	274,000	2,798.22	111,076.17	40,912.50	122,011.33	3 44.53

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND PLANNING

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-51440-100 PERSONNEL SERVICES	75,000	75,000	5,896.20	61,047.47	0.00	13,952.53	18.60
TOTAL PERSONNEL SERVICES	75,000	75,000	5,896.20	61,047.47	0.00	13,952.53	
PURCHASED/CONTRACT SERV							
01-51440-225 ASSOC. MEETINGS & SEMINAR	29,820	29,820	138.76	481.39	0.00	29,338.61	98.39
01-51440-226 MEMBERSHIP DUES	350	350	0.00	0.00	0.00	350.00	100.00
01-51440-227 DELIVERY SERVICES	300	300	0.00	179.54	0.00	120.46	40.15
01-51440-229 CAREER DEVELOPMENT	4,300	4,300	0.00	0.00	0.00	4,300.00	100.00
TOTAL PURCHASED/CONTRACT SERV	34,770	34,770	138.76	660.93	0.00	34,109.07	98.10
SUPPLIES							
01-51440-310 OFFICE SUPPLIES	1,500	1,500	5.04	908.34	0.00	591.66	39.44
01-51440-340 CELLULAR PHONES	720	720	45.00	450.00	0.00	270.00	37.50
01-51440-355 SUBSCRIPTIONS	1,500	1,500	100.20	816.05	0.00	683.95	45.60
01-51440-360 BOOKS & PUBLICATIONS	300	300	0.00	0.00	0.00	300.00	100.00
01-51440-365 OFFICE PRINTING COSTS	1,500	1,500	0.00	155.00	0.00	1,345.00	89.67
TOTAL SUPPLIES	5,520	5,520	150.24	2,329.39	0.00	3,190.61	57.80
CAPITAL EXPENDITURES							
DEPRECIATION & AMORT							·
TOTAL PLANNING	115,290	115,290	6,185.20	64,037.79	0.00	51,252.21	44.46

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND BUILDINGS & PROPERTY

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE F	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV	2 045	2.045	0.00	0 054 70	0.00	000 07	20 5
01-51620-200 CONTRACTUAL EXPENSE	3,045	3,045	0.00	2,054.73	0.00	990.27	32.5
01-51620-201 PROPERTY TAXES & ASSOC. D		75,000	2,253.49	21,924.81	0.00	53,075.19	70.7
01-51620-205 RENTAL OF OFFICES 01-51620-208 EQUIPMENT LEASES	100,725 20,000	100,725	7,842.88 407.04	86,024.80		14,700.20	14.5
01-51620-200 EQUIPMENT LEASES 01-51620-209 PROPERTY MAINTENENCE COST	·	20,000		17,356.97	2,643.03		43.8
01-51620-209 PROPERTY MAINTENENCE COST 01-51620-210 IN KIND EXPENSE	355 , 000 0	355 , 000	12,217.58 51,372.91	171,459.45 51,372.91	27,775.61 0.00	155,764.94 (51,372.91)	
01-51620-210 IN KIND EXPENSE 01-51620-224 SIGNAGE	15,000	15,000	704.00	4,665.50	0.00	10,334.50	68.90
TOTAL PURCHASED/CONTRACT SERV	568,770	568,770	74,797.90	354,859.17	30,418.64	183,492.19	32.2
SUPPLIES							
01-51620-325 ELECTRICITY COSTS	12,000	12,000	1,455.47	10,743.86	0.00	1,256.14	10.4
01-51620-326 WATER CHARGES	12,000	12,000	910.72	8,691.22	0.00	3,308.78	27.57
TOTAL SUPPLIES	24,000	24,000	2,366.19	19,435.08	0.00	4,564.92	19.0
CAPITAL EXPENDITURES							
DEPRECIATION & AMORT							
TOTAL BUILDINGS & PROPERTY	592,770	592,770	77,164.09	374,294.25	30,418.64	188,057.11	31.7

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND MARINA

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV	F 0 0	F00	0.00	450.00	0.00	F0 00	10 00
01-51630-200 CONTRACTUAL 01-51630-209 PROPERTY MAINTENENCE	500 25 , 000	500 25,000	0.00 2,316.00	450.00 14,037.35	0.00	50.00 10,962.65	
01-51630-241 MARINA FUEL MANAGEMENT	181,435	181,435	15,119.60	151,196.00	0.00	30,239.00	
01-51630-241 MARINA FUEL MANAGEMENT 01-51630-242 MARINE FUEL STATION OVERH	•	29,500	4,017.99	22,561.64	0.00	6,938.36	
TOTAL PURCHASED/CONTRACT SERV	236,435	236,435	21,453.59	188,244.99	0.00	48,190.01	
SUPPLIES							
01-51630-310 OFFICE SUPPLIES	1,000	1,000	0.00	921.02	0.00	78.98	7.90
01-51630-325 ELECTRIC COSTS	8,100	8,100	574.54	4,771.86	0.00	3,328.14	41.09
01-51630-326 WATER COSTS	15,000	15,000	1,257.61	7,112.11	0.00	7,887.89	52.59
01-51630-327 GASOLINE & DEISEL FUEL PU	727,465	727,465	93,081.30	661,006.37	0.00	66,458.63	9.14
01-51630-328 MARINA DIESEL SALES TAX	12,000	12,000	1,601.97	10,819.16	0.00	1,180.84	9.84
TOTAL SUPPLIES	763 , 565	763 , 565	96,515.42	684,630.52	0.00	78,934.48	10.34
CAPITAL EXPENDITURES							
TOTAL MARINA	1,000,000	1,000,000	117,969.01	872,875.51	0.00	127,124.49	12.71

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND COMMUNICATIONS & TECHNOLO

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
01-51650-200 CONTRACTUAL EXPENSE	3,000	3,000	0.00	0.00	0.00	3,000.00	100.00
01-51650-210 CITY IT SUPPORT	27,000	27,000	0.00	12,541.20	12,874.47	1,584.33	5.87
01-51650-211 COMPUTER SOFTWARE & LICEN	4,550	4,550	290.94	958.05	0.00	3,591.95	78.94
01-51650-212 FINANCIAL SOFTWARE MAINTE	29,000	29,000	750.00	20,226.43	0.00	8,773.57	30.25
TOTAL PURCHASED/CONTRACT SERV	63 , 550	63,550	1,040.94	33,725.68	12,874.47	16,949.85	26.67
SUPPLIES							
01-51650-330 TELEPHONE LINES	8,000	8,000	657.38	6,347.87	0.00	1,652.13	20.65
TOTAL SUPPLIES	8,000	8,000	657.38	6,347.87	0.00	1,652.13	20.65
CAPITAL EXPENDITURES							
01-51650-400 EQUIPMENT COSTS	9,000	9,000	0.00	5,948.22	0.00	3,051.78	33.91
TOTAL CAPITAL EXPENDITURES	9,000	9,000	0.00	5,948.22	0.00	3,051.78	33.91
TOTAL COMMUNICATIONS & TECHNOLO	80,550	80,550	1,698.32	46,021.77	12,874.47	21,653.76	26.88

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01 -GENERAL FUND SOFTWARE & TECHNOLOGY

% OF
ORIGINAL AMENDED MONTHLY YEAR-TO-DATE TOTAL UNENCUMBERED BUDGET
DEPARTMENTAL EXPENDITURES BUDGET BUDGET ACTIVITY BALANCE ENCUMBERED BALANCE REMAINING

CAPITAL EXPENDITURES

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND CONTINGENCY

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV 01-51990-200 CONTRACTUAL EXPENSE	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
TOTAL PURCHASED/CONTRACT SERV	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
TOTAL CONTINGENCY	100.000	100.000	0.00	0.00	0.00	100.000.00	100.00

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01 -GENERAL FUND TRANSPORTATION

% OF
ORIGINAL AMENDED MONTHLY YEAR-TO-DATE TOTAL UNENCUMBERED BUDGET
DEPARTMENTAL EXPENDITURES BUDGET BUDGET ACTIVITY BALANCE ENCUMBERED BALANCE REMAINING

PURCHASED/CONTRACT SERV

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01 -GENERAL FUND INCENTIVES & GRANTS

% OF
ORIGINAL AMENDED MONTHLY YEAR-TO-DATE TOTAL UNENCUMBERED BUDGET
DEPARTMENTAL EXPENDITURES BUDGET BUDGET ACTIVITY BALANCE ENCUMBERED BALANCE REMAINING

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND MARKETING

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-57400-100 PERSONNEL SERVICES	61,035	61,035	4,824.00	51,385.68	0.00	9,649.32	15.81
TOTAL PERSONNEL SERVICES	61,035	61,035	4,824.00	51,385.68	0.00	9,649.32	15.81
PURCHASED/CONTRACT SERV							
01-57400-216 ADVERTISING & PUBLIC NOTI	58,540	58,540	945.00	17,078.90	0.00	41,461.10	70.83
01-57400-218 ANNUAL REPORT & BROCHURES	5,000	5,000	0.00	354.96	0.00	4,645.04	92.90
01-57400-225 ASSOC. MEETINGS & SEMINAR	5,900	5,900	0.00	712.02	0.00	5,187.98	87.93
01-57400-226 MEMBERSHIP DUES	5,800	5,800	395.00	3,325.00	0.00	2,475.00	42.67
01-57400-227 DELIVERY SERVICES	4,000	4,000	0.00	0.00	0.00	4,000.00	100.00
01-57400-229 CAREER DEVELOPMENT	2,500	2,500	0.00	0.00	0.00	2,500.00	100.00
01-57400-236 PHOTOGRAPHY / VIDEOS	15,000	15,000	1,100.00	9,878.95	0.00	5,121.05	34.14
TOTAL PURCHASED/CONTRACT SERV	96,740	96,740	2,440.00	31,349.83	0.00	65,390.17	67.59
SUPPLIES							
01-57400-310 OFFICE SUPPLIES	1,500	1,500	5.04	960.05	0.00	539.95	36.00
01-57400-340 CELLULAR PHONES	720	720	45.00	417.00	0.00	303.00	42.08
01-57400-355 SUBSCRIPTIONS	1,425	1,425	0.00	1,113.29	0.00	311.71	21.87
01-57400-360 BOOKS & PUBLICATIONS	200	200	0.00	0.00	0.00	200.00	100.00
01-57400-365 OFFICE PRINTING COSTS	6,000	6,000	0.00	0.00	0.00	6,000.00	100.00
TOTAL SUPPLIES	9,845	9,845	50.04	2,490.34	0.00	7,354.66	74.70
DEPRECIATION & AMORT							
TOTAL MARKETING	167,620	167,620	7,314.04	85,225.85	0.00	82,394.15	49.16

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND SPECIAL EVENTS

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE I	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-57500-100 PERSONNEL SERVICES	55,000	55,000	4,336.60	46,302.42	0.00	8,697.58	15.81
TOTAL PERSONNEL SERVICES	55,000	55 , 000	4,336.60	46,302.42	0.00	8,697.58	15.81
PURCHASED/CONTRACT SERV							
01-57500-225 ASSOC. MEETINGS & SEMINAR	6,100	6,100	465.00	635.42	0.00	5,464.58	89.58
01-57500-226 MEMBERSHIP DUES	500	500	0.00	0.00	0.00	500.00	100.00
01-57500-229 CAREER DEVELOPMENT	2,500	2,500	0.00	321.15	0.00	2,178.85	87.15
TOTAL PURCHASED/CONTRACT SERV	9,100	9,100	465.00	956.57	0.00	8,143.43	89.49
SUPPLIES							
01-57500-310 OFFICE SUPPLIES	1,500	1,500	10.51	1,040.90	0.00	459.10	30.61
01-57500-340 CELLULAR PHONES	720	720	45.00	402.00	0.00	318.00	44.17
01-57500-355 SUBSCRIPTIONS	250	250	0.00	0.00	0.00	250.00	100.00
01-57500-360 BOOKS & PUBLICATIONS	300	300	0.00	0.00	0.00	300.00	100.00
TOTAL SUPPLIES	2,770	2,770	55.51	1,442.90	0.00	1,327.10	47.91
CAPITAL EXPENDITURES							
01-57500-400 EQUIPMENT & EVENTS SUPPOR	20,000	20,000	324.44	5,328.51	0.00	14,671.49	73.36
TOTAL CAPITAL EXPENDITURES	20,000	20,000	324.44	5,328.51	0.00	14,671.49	73.36
DEPRECIATION & AMORT							
TOTAL SPECIAL EVENTS	86,870	86,870	5,181.55	54,030.40	0.00	32,839.60	37.80

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01 -GENERAL FUND DEVELOPMENT PROJECTS

% OF
ORIGINAL AMENDED MONTHLY YEAR-TO-DATE TOTAL UNENCUMBERED BUDGET
DEPARTMENTAL EXPENDITURES BUDGET BUDGET ACTIVITY BALANCE ENCUMBERED BALANCE REMAINING

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND EMPLOYEE BEBEFITS

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-59000-151 F.I.C.A.	46,558	46,558	4,091.61	37,336.54	0.00	9,221.46	19.81
01-59000-152 MEDICARE	10,889	10,889	956.89	8,741.19	0.00	2,147.81	19.72
01-59000-153 RETIREMENT PLAN 401(a)	142,907	142,907	250.00	111,502.00	0.00	31,405.00	21.98
01-59000-154 WORKERS COMP INSURANCE	2,500	2,500	0.00	1,791.46	0.00	708.54	28.34
01-59000-155 HEALTH INSURANCE	99,000	99,000	1,650.31	21,746.77	0.00	77,253.23	78.03
01-59000-156 DENTAL INSURANCE	4,050	4,050	279.74	2,737.62	0.00	1,312.38	32.40
01-59000-157 LIFE INSURANCE	1,350	1,350	150.00	1,395.00	0.00	(45.00	3.33-
01-59000-158 SHORT / LONG TERM DISABIL	3,144	3,144	245.68	2,226.51	0.00	917.49	29.18
01-59000-159 UNEMPLOYMENT CHARGES	5,000	5,000	0.00	0.00	0.00	5,000.00	100.00
01-59000-160 VISION INSURANCE	540	540	37.79	410.14	0.00	129.86	24.05
01-59000-161 COMPENSATED ABSENSES	52,000	52,000	0.00	0.00	0.00	52,000.00	100.00
TOTAL PERSONNEL SERVICES	367,938	367,938	7,662.02	187,887.23	0.00	180,050.77	48.94
TOTAL EMPLOYEE BEBEFITS	367,938	367,938	7,662.02	187,887.23	0.00	180,050.77	48.94

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND DEBT SERVICE

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
DEBT SERVICE							
OTHER FINANCING USES							
01-59800-990 TRANS OUT TO DEBT SERVICE	2,140,955	2,140,955	0.00	2,140,955.00	0.00	0.00	0.00
TOTAL OTHER FINANCING USES	2,140,955	2,140,955	0.00	2,140,955.00	0.00	0.00	0.00
TOTAL DEBT SERVICE	2,140,955	2,140,955	0.00	2,140,955.00	0.00	0.00	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

01 -GENERAL FUND TRANSFER OUT

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
OTHER FINANCING USES 01-59999-990 INTERFUND TRANSFERS OUT	6,701,225	9,681,225	0.00	9,681,225.00	0.00	0.00	0.00
TOTAL OTHER FINANCING USES	6,701,225	9,681,225	0.00	9,681,225.00	0.00	0.00	
TOTAL TRANSFER OUT	6,701,225	9,681,225	0.00	9,681,225.00	0.00	0.00	0.00
TOTAL EXPENDITURES =	12,461,518	15,441,518	283,875.24	14,226,787.54	84,932.26	1,129,798.20	7.32
REVENUES OVER/(UNDER) EXPENDITURES	0	0 (223,815.99)	(1,456,131.61)(84,932.26)	1,541,063.87	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

02 -PROJECTS FUND FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
REVENUE SUMMARY							
FESTIVALS & EVENT INCOME	0	0	0.00	56,888.43	0.00	(56,888.43) 0.00
INVESTMENT INCOME	0	0	0.00	67,844.11	0.00	(67,844.11	0.00
MISCELLANEOUS	0	0	400.00	1,066,370.26	0.00	(1,066,370.26	0.00
OTHER FINANCING SOURCES	10,006,620	12,986,620	0.00	9,681,225.00	0.00	3,305,395.00	25.45
TOTAL REVENUES	10,006,620	12,986,620	400.00	10,872,327.80	0.00	2,114,292.20	16.28
EXPENDITURE SUMMARY							
OPERATING EXPENSES	564,400	443,188	2,300.00	137,585.11	63,567.35	242,035.54	54.61
CAPITAL OUTLAY	6,447,062	9,598,274	2,250.00	3,288,853.14	3,639,026.56	2,670,394.30	27.82
AFFORDABLE HOUSING	50,000	0	0.00	0.00	0.00	0.00	0.00
ECONOMIC DEVELOPMENT	1,870,158	1,870,158	3,521.00	1,234,093.33	441,818.06	194,246.61	10.39
PROJECTS AND PROGRAMS	1,075,000	1,075,000	5,237.78	718,398.55	293,316.99	63,284.46	5.89
TOTAL EXPENDITURES	10,006,620	12,986,620	13,308.78	5,378,930.13	4,437,728.96	3,169,960.91	24.41
REVENUES OVER/(UNDER) EXPENDITURES	0	0 (12,908.78)	5,493,397.67	(4,437,728.96)	(1,055,668.71) 0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

02 -PROJECTS FUND

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE I	% OF BUDGET REMAINING
FESTIVALS & EVENT INCOME 02-44100 FESTIVAL & EVENT INCOME	0	0	0.00	56,888.43	0.00		
TOTAL FESTIVALS & EVENT INCOME	0	0	0.00	56,888.43	0.00	(56,888.43)	0.00
INTERGOVERNMENTAL REV							
INVESTMENT INCOME							
02-46100 INTEREST INCOME	0	0	0.00	67,844.11	0.00	(67,844.11)	0.00
TOTAL INVESTMENT INCOME	0	0	0.00	67,844.11	0.00	(67,844.11)	0.00
MISCELLANEOUS							
02-48100 MISCELLANEOUS INCOME	0	0	400.00	1,066,370.26	0.00	(1,066,370.26)	0.00
TOTAL MISCELLANEOUS	0	0	400.00	1,066,370.26	0.00	(1,066,370.26)	0.00
OTHER FINANCING SOURCES							
02-49100 OTHER FINANCING SOURCES	3,305,395	325,395	0.00	0.00	0.00	325,395.00	100.00
02-49900 TRANSFERS IN	6,701,225	12,661,225	0.00	9,681,225.00	0.00	2,980,000.00	23.54
TOTAL OTHER FINANCING SOURCES	10,006,620	12,986,620	0.00	9,681,225.00	0.00	3,305,395.00	25.45
TOTAL REVENUES	10,006,620	12,986,620	400.00	10,872,327.80	0.00	2,114,292.20	16.28

02 -PROJECTS FUND BOND #2 ISSUE COST

% OF
ORIGINAL AMENDED MONTHLY YEAR-TO-DATE TOTAL UNENCUMBERED BUDGET
DEPARTMENTAL EXPENDITURES BUDGET BUDGET ACTIVITY BALANCE ENCUMBERED BALANCE REMAINING

CAPITAL EXPENDITURES

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

02 -PROJECTS FUND OPERATING EXPENSES

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
02-58100-202 CONTINGENCY EXPENSE	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
02-58100-203 CONTRACTUAL EXPENSE	325,000	203,788	2,300.00	53,260.11	55,167.35	95,360.54	46.79
02-58100-207 RENT EXPENSE	14,400	14,400	0.00	6,000.00	8,400.00	0.00	0.00
02-58100-213 LEGAL FEES	125,000	125,000	0.00	78,325.00	0.00	46,675.00	37.34
TOTAL PURCHASED/CONTRACT SERV	564,400	443,188	2,300.00	137,585.11	63,567.35	242,035.54	54.61
TOTAL OPERATING EXPENSES	564,400	443,188	2,300.00	137,585.11	63,567.35	242,035.54	54.61

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

02 -PROJECTS FUND CAPITAL OUTLAY

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
CAPITAL EXPENDITURES							
02-58200-401 BUILDINGS	766,435	3,654,935	0.00	3,311,842.09	2,183.56	340,909.3	5 9.33
02-58200-404 CONSTRUCTION IN PROGRESS	200,000	270,000	0.00	(36,431.37)	306,431.00	0.3	7 0.00
02-58200-405 SITE WORK AND DEMOLITION	73,957	73,957	2,250.00	1,084.08	4,758.00	68,114.9	2 92.10
02-58200-406 INFRASTRUCTURE AND STREET	5,406,670	5,599,382	0.00	12,358.34	3,325,654.00	2,261,369.66	40.39
TOTAL CAPITAL EXPENDITURES	6,447,062	9,598,274	2,250.00	3,288,853.14	3,639,026.56	2,670,394.3	0 27.82
TOTAL CAPITAL OUTLAY	6,447,062	9,598,274	2,250.00	3,288,853.14	3,639,026.56	2,670,394.3	0 27.82

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

02 -PROJECTS FUND AFFORDABLE HOUSING

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
CAPITAL EXPENDITURES 02-58300-420 RESIDENTIAL IMPROVEMENT P TOTAL CAPITAL EXPENDITURES	50,000 50,000	0	0.00	0.00	0.00	0.00	
TOTAL AFFORDABLE HOUSING	50,000	0	0.00	0.00	0.00	0.0	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

02 -PROJECTS FUND ECONOMIC DEVELOPMENT

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
CAPITAL EXPENDITURES							
02-58400-443 DIFA-ECONOMIC DEVELOPMEN	T 1,230,000	1,230,000	0.00	1,116,739.00	0.00	113,261.00	9.21
02-58400-444 ECONOMIC DEVELOPMENT GRA	N 519,158	569,158	115.00	59,449.34	441,818.06	67,890.60	11.93
02-58400-445 MARKETING INCENTIVES	121,000	71,000	3,406.00	57,904.99	0.00	13,095.01	18.44
TOTAL CAPITAL EXPENDITURES	1,870,158	1,870,158	3,521.00	1,234,093.33	441,818.06	194,246.61	10.39
TOTAL ECONOMIC DEVELOPMENT	1,870,158	1,870,158	3,521.00	1,234,093.33	441,818.06	194,246.61	10.39

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

02 -PROJECTS FUND PROJECTS AND PROGRAMS

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
CAPITAL EXPENDITURES 02-58500-460 COMMUNITY POLICING INNOVA	372,000	372,000	0.00	203,947.98	168,051.99	0.03	0.00
02-58500-470 COMMUNITY SUPPORT PROJECT		125,000	0.00	0.00	125,000.00	0.00	
02-58500-480 COMMUNITY SPECIAL EVENTS	578 , 000	578 , 000	5,237.78	514,450.57	265.00	63,284.43	10.95
TOTAL CAPITAL EXPENDITURES	1,075,000	1,075,000	5,237.78	718,398.55	293,316.99	63,284.46	5.89
TOTAL PROJECTS AND PROGRAMS	1,075,000	1,075,000	5,237.78	718,398.55	293,316.99	63,284.46	5.89

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REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

02 -PROJECTS FUND TRANSFER OUT - ASSET TRA

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
OTHER FINANCING USES							
TOTAL EXPENDITURES	10,006,620	12,986,620	13,308.78	5,378,930.13	4,437,728.96	3,169,960.93	
REVENUES OVER/(UNDER) EXPENDITURES	0	0 (12,908.78)	5,493,397.67	(4,437,728.96)	(1,055,668.71	L) 0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

03 -DEBT SERVICE FINANCIAL SUMMARY

FINANCIAL SUMMANI	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED		% OF BUDGET EMAINING
REVENUE SUMMARY							
INVESTMENT INCOME OTHER FINANCING SOURCES	0 2,140,955	0 2,140,955	0.00	6,688.28 2,140,955.00	0.00	(6,688.28)	0.00
TOTAL REVENUES	2,140,955	2,140,955	0.00	2,147,643.28	0.00	(6,688.28)	0.31-
EXPENDITURE SUMMARY							
DEBT SERVICES	2,140,955	2,140,955	0.00	233,808.27	0.00	1,907,146.73	89.08
TOTAL EXPENDITURES	2,140,955	2,140,955	0.00	233,808.27	0.00	1,907,146.73	89.08
REVENUES OVER/(UNDER) EXPENDITURES	0	0	0.00	1,913,835.01	0.00	(1,913,835.01)	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

03 -DEBT SERVICE

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
INVESTMENT INCOME	0	0	0.00	C (00 20	0 00 7	C (00 00)	0.00
03-46100 INTEREST INCOME TOTAL INVESTMENT INCOME	0	0	0.00	6,688.28 6,688.28	0.00 (0.00 (., ,	
OTHER FINANCING SOURCES							
03-49900 TRANSFERS IN	2,140,955	2,140,955	0.00	2,140,955.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES	2,140,955	2,140,955	0.00	2,140,955.00	0.00	0.00	0.00
TOTAL REVENUES	2,140,955	2,140,955	0.00	2,147,643.28	0.00 (6,688.28	0.31-

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

03 -DEBT SERVICE DEBT SERVICES

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
DEBT SERVICE							
03-59800-814 BOND 2012 PRINCIPAL	1,300,000	1,300,000	0.00	0.00	0.00	1,300,000.00	100.00
03-59800-815 BOND 2015 PRINCIPAL	370,000	370,000	0.00	0.00	0.00	370,000.00	100.00
03-59800-824 BOND 2012 INTEREST	328,550	328,550	0.00	163,105.77	0.00	165,444.23	50.36
03-59800-826 BOND 2015 INTEREST	141,405	141,405	0.00	70,702.50	0.00	70,702.50	50.00
03-59800-830 FINANCIAL AGENT FEES	1,000	1,000	0.00	0.00	0.00	1,000.00	100.00
TOTAL DEBT SERVICE	2,140,955	2,140,955	0.00	233,808.27	0.00	1,907,146.73	89.08
OTHER FINANCING USES							
TOTAL DEBT SERVICES	2,140,955	2,140,955	0.00	233,808.27	0.00	1,907,146.73	89.08

REVENUE & EXPENDITURES REPORT (UNAUDITED) AS OF: JULY 31ST, 2018

03 -DEBT SERVICE TRANSFER OUT

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
OTHER FINANCING USES							
TOTAL EXPENDITURES	2,140,955	2,140,955	0.00	233,808.27	0.00	1,907,146.73	
REVENUES OVER/(UNDER) EXPENDITURES	0	0	0.00	1,913,835.01	0.00	(1,913,835.01	0.00

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

(A Component Unit of the City of Boynton Beach, Florida)

Statement of Revenues, Expenditures and Changes in Fund Balances

Through Year to Date - July 31, 2018

	General Fund		Projects Fund		Debt Service Fund		Total Governmental Funds	
REVENUES								
Tax increment revenue	\$	11,776,328	\$	-	\$	-	\$	11,776,328
Marina Rent & Fuel Sales		1,062,313		-		-		1,062,313
Contributions and donations		-		-		-		-
Interest and other income		94,667		1,201,921		8,380		1,304,968
Total revenues		12,933,308		1,201,921		8,380		14,143,609
EXPENDITURES								
General government		2,440,901		-		-		2,440,901
Redevelopment projects		-		7,502,708		-		7,502,708
Debt service:								-
Principal		-		-		-		-
Interest and other charges				-		233,808		233,808
Total expenditures		2,440,901		7,502,708		233,808		10,177,417
Excess (deficiency) of revenues over								
expenditures		10,492,406		(6,300,786)		(225,428)		3,966,192
OTHER FINANCING SOURCES (USES)								
Funds Transfers in		-		9,681,225		2,140,955		11,822,180
Funds Transfers out		(11,822,180)		-		-		(11,822,180)
Total other financing sources (uses)		(11,822,180)		9,681,225		2,140,955		-
Net change in fund balances		(1,329,774)		3,380,439		1,915,527		3,966,192
Fund balances - beginning of year		4,249,519		9,286,312		78,291		13,614,122
Fund balances - end of year	\$	2,919,745	\$	12,666,751	\$	1,993,818	\$	17,580,314

Footnote:

Transfers between funds include monies received from TIF and caryover from general fund fund balance.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

(A Component Unit of the City of Boynton Beach, Florida)

Budgetary Comparison Schedule General Fund

Through Year to Date - July 31, 2018

	Ori	iginal Budget	F	inal Budget	Actual
REVENUES					
Tax increment revenue	\$	11,461,518	\$	11,461,518	\$ 11,776,328
Marina Rent & Fuel Sales		1,000,000		1,000,000	1,062,313
Interest and other income					 94,667
Total revenues		12,461,518		12,461,518	12,933,308
EXPENDITURES					
General government		3,619,338		3,619,338	2,440,901
Total expenditures		3,619,338		3,619,338	2,440,901
Excess of revenues over expenditures		8,842,180		8,842,180	10,492,406
OTHER FINANCING SOURCES (USES)					
Carryover fund balance				2,980,000	-
Transfers out		(8,842,180)		(11,822,180)	(11,822,180)
Total other financing sources (uses)		(8,842,180)		(8,842,180)	(11,822,180)
Net change in fund balances	\$	-	\$	-	(1,329,774)
Fund balances - beginning of year		-		-	 4,249,519
Fund balances - end of year					\$ 2,919,745

In-Kind Analysis

Below is an analysis that will be recorded on a monthly basis in the financial report for the In-kind agreements currently in place. (In-kind donations are defined as "any donations other than cash"). These agreements are either free or below fair market value rentals. These calculations represent the overall in-kind transactions for the Historic Woman's Club of Boynton Beach and the Boynton Beach Congregational Community Church.

Total in-kind impact for the use of the Boynton Beach Congregational Community Church located at 115 N Federal Highway total will be **\$569,736.58**.

- <u>City of Boynton Beach</u> Total Lease \$514,571.58
 - O Use of 11,717 sq. ft. at \$17 sq. ft. (below fair market value) for a 31 month lease starting June 2018 through December 2020. During FY 17-18, the in-kind rental impact will equal \$66,396.33. The remainder of the lease impact will be as follows:
 - FY 18-19: \$199,189
 - FY 19-20: \$199,189
 - FY 20-21 \$49,797.25
- Boynton Beach Congregational Community Church Total Lease \$55,165
 - Use of 1,947 sq. ft. at \$17 sq. ft. (below fair market value) for a 19 month lease starting June 2018 through December 2019. During FY 17-18, in-kind rental impact will equals \$13,791.25. The remainder of the lease impact are as follows:
 - FY 18-19 \$33,099
 - FY 19-20 \$8,174.75
 - The overall rental income (cash) that will be received totals \$200.00. The Church lease has a monthly rental of \$10 per month; plus May 2018 prior to lease.

Total in-kind impact for the use of the Historic Woman's Club of Boynton Beach located at 1010 S Federal Highway totals will be <u>\$25,200</u>.

- Boynton Beach Woman's Club (rental, will not include cleaning fee)
 - o 6 rentals from January through April 2018 \$2,700
 - o 14 rentals from October 2018 through April 2019 \$6,300
- Garden Club (rental, will not include cleaning fee)
 - o 16 rentals January through May 2018 \$7,200
 - o 18 rentals September 2018 through May 2019 \$8,100
- <u>Community Caring Center</u> Two events: October 2018 and February 2019 \$900.
 They will pay for cleaning fee.

^{**}Note: Rental of the Historic Woman's Club of Boynton Beach is \$450 for first floor local rental. Cleaning is \$200 for pre and post event.



CRA BOARD MEETING OF: August 14, 2018

CONSENT AGENDA

AGENDAITEM: 10.B.

SUBJECT:

Finance Department Purchase Orders for amounts exceeding \$10,000 for the month of July 2018

SUMMARY:

The July 2018 CRA Monthly Purchase Order Report for amounts of \$10,000 or above is presented as Attachment I.

FISCAL IMPACT:

As identified in Attachment I.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan and FY 2017-2018 CRA Budget

CRA BOARD OPTIONS:

Approve the Monthly Purchase Order Report for July 2018.

ATTACHMENTS:

Description

Attachment I - July 2018 Purchase Order Report

Boynton Beach CRA Purchase Order Report Month: July 2018

Vendor	Amount	Funding	Description
City of Boynton Beach	\$ 230,000	02-58200-406	FDOT - Intersection Improvements - US1/Federal Highway
Vincent and Sons	\$ 13,920	01-51620-209	Lawn Maintenance
Advanced Roofing, Inc.	\$ 320,000	02-58200-404	Woman's Club Roof Replacement



CRA BOARD MEETING OF: August 14, 2018

CONSENT AGENDA

AGENDA ITEM: 10.C.

SUBJECT:

Approval of Rent Reimbursement Grant in the amount of \$8,400 to A&D Bikes, LLC d/b/a By Cycle Located at 640 E. Ocean Avenue (Unit 21)

SUMMARY:

The CRA's Commercial Rent Reimbursement Grant Program provides eligible new or existing businesses located within the CRA district with rent payment assistance for a maximum period of 12 months within the first 18 months of a multi-year lease.

CRA staff has received a complete grant application from A&D Bikes, LLC d/b/a By Cycle, located at 640 E. Ocean Avenue, Unit 21, Boynton Beach, FL 33435 (see Attachment I & II). A&D Bikes, LLC d/b/a By Cycle is a full service bike shop consisting of retail sales, rentals and repairs. There are very few full service bike shops within the CRA district. Their location is convenient and will service the east side of the CRA district.

Under the terms of their lease agreement the base rent is \$1,400 per month (see Attachment III). A&D Bikes, LLC d/b/a By Cycle is a Tier II business (as specified in the grant application) and if approved, the applicant is entitled to receive reimbursement for half of the monthly rent in the amount of \$700 per month for a 12 month period.

The applicant meets the eligibility requirements under the Commercial Rent Reimbursement Grant Program guidelines and if approved, will be reimbursed on a quarterly basis with proof of rent payments.

FISCAL IMPACT:

\$8,400 – FY 2017 - 2018 Project Fund, line item 02-58400-444

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan - Economic Development

CRAAB RECOMMENDATION:

CRA BOARD OPTIONS:

Approve the Commercial Rent Reimbursement Grant not to exceed \$8,400 to A&D Bikes, LLC d/b/a By Cycle located at 640 E. Ocean Avenue, Unit 21, Boynton Beach, FL 33435.

ATTACHMENTS:

Description

- Attachment I Grant Application
- Attachment II Location Map
- Attachment III Lease





October 1, 2017 - September 30, 2018

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "CRA") District. The program is designed to provide financial assistant to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation.

The CRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the CRA District. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term "new business" means a company in operation for less than six months or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the CRA District for a minimum of two years at the time of application and has at least two years remaining on its existing lease.

The Boynton Beach CRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be subject to production by the CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.



Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance in the form of a reimbursable grant in the form of a quarterly rent reimbursement. The time period of eligibility for assistance is up to six months from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, City and County licenses are obtained and the business is open for operation.

The CRA will issue reimbursement on a quarterly basis directly to the applicant for the monthly rent payment made to the landlord upon receipt and verification that the payment has been cleared by the bank.

The responsibility for all rental payments is between the contracted parties to the lease, as such the tenant and the landlord. As grantor the CRA neither bears nor accepts any responsibility for payment of rent at any time, nor penalties incurred for the late arrival of payments by any party.

Eligibility Requirements

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

- Must be located within the CRA District (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels
 of government and professional associations or agencies (copies of city and
 county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- An existing business must expand to occupy more than 50% of its current square footage size. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the CRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, within the sole discretion of the CRA, as an eligibility



requirement for funding. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher to be eligible. If one or more business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.

- Applicant must have an executed multi-year lease (two year minimum).
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner.
- Grantees shall allow the CRA the rights and use of photos and project application materials.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

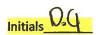
- Firearm Sales
- Religious Affiliated Retail Stores
- Non Profits
- Check Cashing Stores
- Adult Entertainment
- Adult Arcades
- Kava Tea Bars
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Medical Research Centers/Housing
- Massage/Personal Services

- Convenience Store
- Churches
- Fitness Centers over 4,500 sq.ft.
- Take-Out Foods
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Tattoo Shops/Body Piercing/Body Art Shops
- Any other use that the CRA staff or CRA Board have determined not to support the redevelopment of the CRA District

Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of CRA Board approval.



Tier One Business (Full-Service Restaurants Only)

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent or \$1,250 per month, whichever is less (maximum amount of the grant is \$15,000). Only full service restaurants with a minimum total seating capacity of 50 seats are eligible to be in Tier One. The restaurant must have hours conducive for the development of the downtown serving at least lunch and dinner. Proof of seating capacity shall be confirmed by a copy of the City of Boynton Beach Local Business Tax Receipt.

Tier Two Business

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent or \$900 per month, whichever is less (maximum amount of the grant is \$10,800).

Tier Two Businesses must be one of the following types of businesses:

- Restaurants with total seating capacity under 50
- Gourmet Food Market
- Bed and Breakfast
- Marketing Offices
- Law Offices
 Fitness Center less than 4,500 sq.ft (no more than 2 approvals per fiscal year)
- Specialty Businesses stationary, gifts, sporting goods

- Clothing Boutique clothing, shoes & accessories
- Bakery
- Medical Offices
- Accounting Offices
- Real Estate Offices
- Insurance Offices
- Florist (no more than 2 approvals per fiscal year)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Home Décor/Design home furnishings, art galleries, kitchen wares



Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on lease. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and,
- Consequences of default on the lease.

Subletting of the property by grant recipient is prohibited. Violation will constitute repayment of CRA grant funding. The CRA considers the following to be subletting: Any business entity in which the A) grant recipient is not listed as the registered agent, owner, officer or director of said business; B) lists its place of business as the leased premises of the grant recipient; or C) has obtained a business tax license from the City of Boynton Beach for the grant recipients' leased premises or any part thereof.

Proposed leases must be executed within 30 days of CRA Board approval or the grant award is terminated.

Application Process

Applications can be obtained from the CRA office located at 710 North Federal Highway, Boynton Beach, FL 33435 or downloaded from www.catchboynton.com. All applicants are required to meet with CRA staff in order to determine eligibility before submitted an application. Funding requests will not be considered until all required documentation is submitted to the CRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the CRA Board.



Applicants must submit an original, "hard copy" application with all materials to the CRA for review and approval by the CRA Board. Applicants will be considered on a first-come, first served basis. Application packets must include the following documentation:

- A non-refundable fee of \$100 is required to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
- 2. Resume for each principal/owner of the business.
- 3. Copy of the corporate documents for the applying business entity.
- 4. Copy of City and County Business Licenses (Business Tax Receipt).
- 5. Copy of executed multi-year commercial lease agreement.
- 6. Two years of corporate tax returns (for existing businesses only).
- 7. Two years of personal tax returns for the principal/owners of a new business.
- 8. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
- 9. If an existing business must expand to occupy more than 50% of its current square footage size. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the CRA Board if the tenant is losing their current space due to redevelopment of the site.
- 10. Completed and signed application (attached).
- 11. Authorization to perform credit check for the business and each principal/owner of the business (attached).
- 12. W9 Form (attached).

Approval of Funding Request

All required documentation must be submitted no later than noon on the first Tuesday of the month. CRA staff will review the application to verify that the project is eligible for reimbursement. If it meets these requirements, CRA staff will present the funding request to the CRA Board for review and approval.

The CRA Board meets on the second Tuesday of each month. The schedule for CRA Board meetings can be obtained at www.catchboynton.com. Applicants will be notified of the date and time that their applications will be considered by the CRA Board.



The CRA recommends that applicants attend the CRA Board meeting during which the Board will consider their applications in order to answer any questions the CRA Board may have regarding their applications. CRA staff will notify the applicant of the CRA Board's approval or denial in writing.

Proposed leases must be executed within 30 days of CRA Board approval or the grant award is terminated.

Site Visits

CRA may conduct a site visit prior to transmitting the application to the CRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant agreement.

Procedures for Reimbursement

Quarterly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to CRA Board approval. A maximum of 12 consecutive monthly rent payments will be reimbursed to the approved applicant.

Each report shall be made within 10 days of the start of the next applicable quarter beginning on January 1st, April 1st, July 1st and October 1st following the initial Reimbursement Request.

In order to receive quarterly rent reimbursement the grant applicant must submit the following:

- 1. Written request for reimbursement.
- 2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that quarter's reimbursement or proof of direct deposit).

If applicant does not submit its quarterly reimbursement request within 30 days following the end of the quarter in which applicant is requesting reimbursement, applicant forfeits that quarter's reimbursement.



Discontinuation of Payment

The receipt of past payments is no guarantee of future payments. The CRA retains the right to discontinue rent reimbursement payments at any time according to its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

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





BUSINESS INFORMATION:

BOOMESO IN ONNATION.
Business Name (d/b/a if applicable):
Current Business Address: 640 E Ocean Ave. Surle 21
COUNTON BOUCH FL 33963
Fed ID#: 47-5415878
Business Phone Number: Fax:
Website: bycycle.US
Existing Business: Yes No Number of years in existence:
Time at Current Location: 1 Month
New Business to Boynton Beach: Yes No
Do you have an executed lease agreement: Yes No
If so, monthly base rent:
New Business Address:
Square footage of current location: Square footage of new location:
Type of Business: 1910/06 Store
Number of Employees: 2 Hours of Operation: MOD-SUN 9AM-7PM

Page 9 of 13

Rent Reimbursement



PRINCIPAL/OWNER INFORMATION:

(If more than 4 principals/owners additional sheets may be used)

1.	Principal/Owner Name: UCNICL UCITED .
	Date of Birth: 03/09/93 Email: CON GO GO GOO GOO GOO GOO GOO GOO GOO GOO
	Residential Address: 6064 Oay Royal Or Lake Worth, FL
	33463
	Cell Phone Number: 914-559-8757
2.	
	Date of Birth: 07/01/79 Email: 000000000000000000000000000000000000
	Residential Address: OON Royal Or Lave Worth, FI
	33463
	Cell Phone Number:
3	Principal/Owner Name:
Ο.	Date of Birth: Email:
	Residential Address:
	Cell Phone Number:
4	Principal/Owner Name
٠.	Principal/Owner Name: Email: Email:
	Residential Address:
	Cell Phone Number:

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Rent Reimbursement



Are you applying for grant assistant under any other program offered by the CRA?
Yes No If yes, what additional programs are you applying for:
Are you receiving grant assistance under any other governmental agencies: Yes No
If yes, list any additional grant sources and amounts:
LANDLORD INFORMATION:
Landlord Name: Kobet Nebb
Landlord's Mailing Address: Polox 211685, Royal Palm Beach,
FL, 33421
Landlord's Phone Number: 091-248-053-1

CERTIFICATION AND WAIVER OF PRIVACY:

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.





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

I hereby waive my rights under the privacy and confidentiality provision act, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

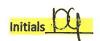
I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.



Page 12 of 13 Rent Reimbursement



1.	PLICANT SIGNATURES:	
	Principal/Owner's Signature	Date
	Printed Name	Title
2.	Principal/Owner's Signature	Date
	Printed Name	Title
3.	Principal/Owner's Signature	Date
	Printed Name	Title
4.	Principal/Owner's Signature	Date
	Printed Name	Title
	ary as to Principal/Owner's Signatures - Multiple notary pages m ividually	ay be used if signing
STA	ATE OF Florida COUNTY OF Palm	Bras
pers	FORE ME, an officer duly authorized by law to administer oaths and sonally appeared Cally Gallego, who is/are peduced FLDL as identifications.	rsonally known to me or
		alion, and acknowledged
	she executed the foregoing Agreement for the use and purposed ment	
เกรแ	she executed the foregoing Agreement for the use and purposed ment rument is his/her act and deed.	
IN V	rument is his/her act and deed. VITNESS OF THE FOREGOING, I have set my hand and official seal in the	ioned in it and that the State and County
IN V	rument is his/her act and deed.	ioned in it and that the
IN V	VITNESS OF THE FOREGOING, I have set my hand and official seal in the resaid on this day of	State and County
IN V	VITNESS OF THE FOREGOING, I have set my hand and official seal in the resaid on this day of NOTARY PUB	State and County

Page 13 of 14

Rent Reimbursement



<u>AP</u>	PLICANT SIGNATURES:	7
1	Principal/Owner's Signature	Date Date
	Printed Name	Title
2.	Principal/Owner's Signature	Date
	Printed Name	Title
3.		
	Principal/Owner's Signature	Date
	Printed Name	Title
4.		
	Principal/Owner's Signature	Date
	Printed Name	Title
ind	lividually	res - Multiple notary pages may be used if signing
ST	ATE OF FLORIDA	COUNTY OF PAIN BEACH
per	sonally appeared <u>ANGELINA CA</u> duced	by law to administer oaths and take acknowledgements STRIUM, who is/are personally known to me or as identification, and acknowledged
		for the use and purposed mentioned in it and that the
	trument is his/her act and deed.	
		set my hand and official seal in the State and County
afo	resaid on this	day of 2018.
	DUANE O'CONNOR	NOTARY PUBLIC
	MY COMMISSION # GG126310 EXPIRES August 08, 2021	My Commission Expires:
	1/15/11/11	1

Page 13 of 14

Rent Reimbursement



LANLORD INFORMATION

LANDLORD SIGNATURES:	
1.	7-18-6
Landlord's Signature	Date O va
Printed Name	Title
2.	
Landlord's Signature	Date
Printed Name	Title
BEFORE ME, an officer duly authorized by law acknowledgements, personally appeared	who is/are as regoing Agreement for the use and
ELIZABETH A. MARIACA MY COMMISSION # FF 967158 EXPIRES: March 19, 2020	nd and official seal in the State and of
William Total Long Allowing In the College Allowed In the College Military	My Commission Expires: 3-19-3

Page 14 of 14 Rent Reimbursement

Owners

FOUR SONS PLAZA 640 LLC

Property detail

Location 640 E OCEAN AVE 1 Municipality BOYNTON BEACH

Parcel No. 08434527040000560

Subdivision LAWNS

Book 27168 Page 964

Sale Date NOV-2014

3613 S MILITARY TRL

Mailing Address

LAKE WORTH FL 33463 8733

Use Type 1100 - STORES

Total Square Feet 17204

Sales Information

Sales Date	Price	
NOV-2014	2000000	
JAN-2002	787500	
JAN-2002	10	
JAN-1975	18000	

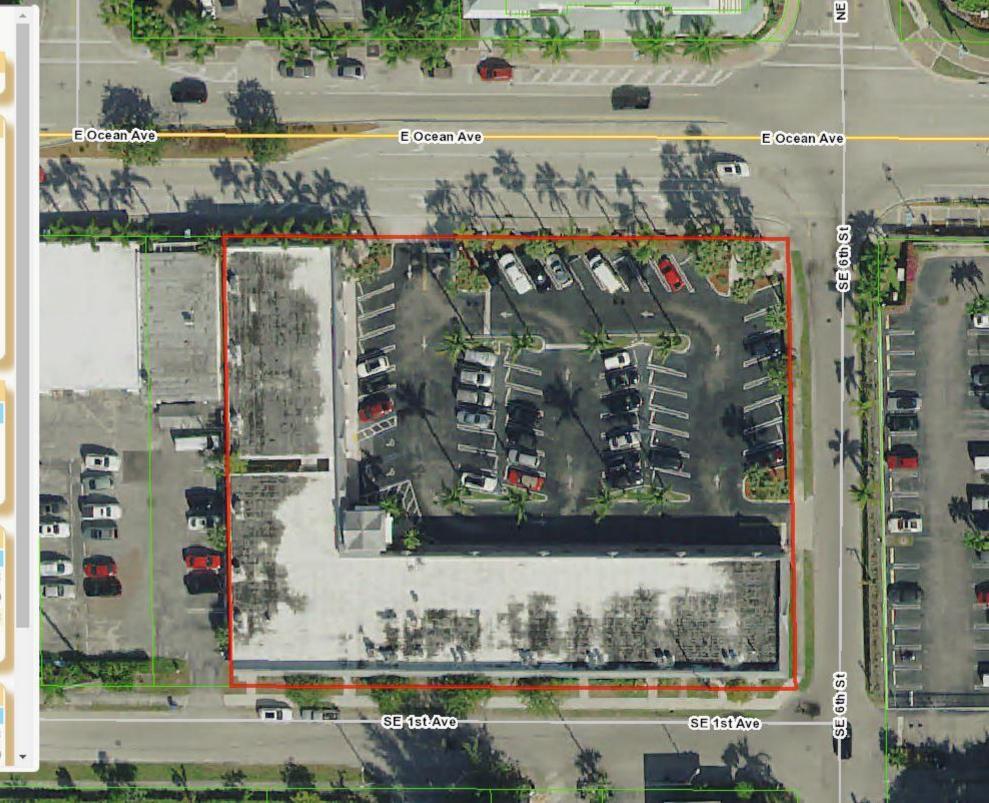
Appraisals

Tax Year	2017
Improvement Value	\$1,502,923
Land Value	\$682,740
Total Market Value	\$2,185,663

All values are as of January 1st each year

Assessed/Taxable values

Tax Year	2017
Assessed Value	\$2,185,66
Exemption Amount	\$(



4	THIS LEASE AGREEMENT, made and entered into this 2md day of
	WITNESSETH:
	FOR VALUE RECEIVED, it is hereby agreed that:
	PREMISES
	1. The Landlord, by these presents does hereby lease and rent unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property:
	hereinafter called the Demised Premises or Leased Premises. Said Demised Premises being a part of Occased In Palm Beach County, Byen Ton County, Florida.
	The Tenant agrees that at all times during the term of this Lease it shall, at it's own cost and expense:
	(a) Obtain and maintain in effect all permits and licenses necessary for the operation of Tenant's business as herein provided.
	(b) Comply with all rules and regulations for the use and occupancy of the Shopping Center/Office as Landlord, in its sole discretion, from time to time promulgates for the best interests of the Shopping Center/Office. Landlord shall have no liability for violation by any other tenant of the Shopping Center/Office of any rules or regulations nor shall such violation or the waiver thereof excuse Tenant from compliance.
	(c) Be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or property of any kind owned by or placed in, upon or about the Leased Premises by the Tenant.
	(d) Neither encumber nor obstruct the sidewalks adjoining said premises nor allow the same to be obstructed or encumbered in any manner, and keep said sidewalks free of rubbish and dirt. The Tenant shall not place or cause to be placed any merchandise, vending machines, or anything on the sidewalk or exterior of premises without written consent of the Landlord.
	TERM
	2. (a) The term of this Lease shall be for (b) years commencing on the "Commencement Date" which shall be (c) If the Commencement Date does not occur on the first day of a month, the Tenant shall pay rent for the fractional month on a not occur on the first day of a month, the Tenant shall pay rent for the fractional month on a not occur on the first day of the basis of a 30-day month until the first day of the month per diem basis calculated on the basis of a 30-day month until the first day of the month when the term hereunder commences; and thereafter the minimum rent shall be paid in equal installments on the first day of each and every month in advance.
	and this loses or from

Each of the parties hereto agrees that, upon the Commencement Date of this Lease or from

Each of the parties hereto agrees that, upon the Commencement Date of this Lease or from time to time thereafter, upon the reasonable request of the other party, it will execute and deliver such further instruments as may be appropriate setting forth the date of commencement and the date of expiration of the terms of this Lease.

(b) In the event Tenant receives notice that the Leased Premises are ready for occupancy as herein defined and fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then the Landlord shall have, in addition to any and all remedies herein provided, the right at it's option to collect not only the minimum rental per day for each and every day that the Tenant shall fail to commence to do business as herein provided.

RENTAL

3. a) Beginning with the "Commencement Date" as herein above provided and throughout the term hereof, Tenant agrees to pay to Landlord, or it's agents, at the address first above written, or at any other place designated by Landlord in writing, a monthly rental of form (\$/\(\subsetext{Los}\)) Dollars* in advance on the first day of each month.

(see Paragraph 36)

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As security for the faithful performance by Tenant of all the terms and conditions upon the Tenant's part to be performed, Tenant has this day deposited with Landlord the sum for tenant, without interest, on the day set forth for the expiration of the term herein notwithstanding this Lease may be sooner terminated; provided, however, that Tenant has fully and faithfully carried out all of the terms, covenants and conditions on it's part to be performed. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount applied so that Landlord shall have the full deposit on hand at all times during the term of this Lease. Tenant's failure to make such deposit within five (5) days after demand by Landlord shall, at the option of the Landlord, constitute a breach of this Lease.

- (b) Taxes. Tenant pay as additional rent, within ten (10) days after demand is made by Landlord, it's proportionate share of all real property taxes levied or assessed against the land and improvements in the Shopping Center/Office for any calendar year during the term of this Lease. Tenant shall pay as additional rent within the time limit stated above, any and all assessments and/or taxes levied against Landlord for any reason whatsoever, by any municipal or governmental agency, as a direct result of the operation and existence of Tenant's business. The proportion to be paid is based upon the ratio of the square feet of the Leased Premises to the total square feet of leasable building space in the Shopping Center/Office. Tenant shall pay all assessments and all taxes levied on it's own personal property. Tenant shall further pay any tax that may be levied or assessed upon the rent reserved thereunder by any governmental authority acting under any present or future laws as a substitute in whole or in part for any real estate taxes. (see Paragraph 37 regarding payment of estimated amount on a monthly basis).
- (c) Tenant agrees to pay to Landlord, as additional rental, in the same manner as set forth in Subparagraph B hereof, it's proportionate share of all liability, fire and extended coverage insurance determined by Landlord to be required or beneficial to Landlord or Tenant in connection with the buildings.
- * see page 2a attached hereto and made a part hereof

(d) Tenant To Bear Pro-Rata Share of Shopping Center/Office Operating Costs. In each lease year or partial lease year, as defined herein, Tenant will pay to Landlord, in addition to all other rentals specified in this Article 3, as further additional rent, a portion of the "Shopping Center/Office Operating Cost", as defined below calculated by multiplying the total Shopping Center/Office Operating Cost by a fraction, the numerator of which shall be the number of square feet contained in the Leased Premises, and the denominator of which shall be the aggregate number of square feet of leasable building space in the Shopping Center/Office. Such payment shall be made as provided hereinafter.

Landlord shall operate, maintain and repair the Common Areas in such manner as Landlord shall, in its sole discretion determine. For these services Tenant shall pay as additional rent it's proportionate share of the "Shopping Center/Office Operating Cost" from and after the Commencement Date and continuing during the term of this Lease, including any period during which Tenant shall transact business in the Leased Premises prior to the Commencement Date of the term of this Lease. For the purposes of this Article, the term Shopping Center/Office Operating Cost" shall include but not be limited to, the costs and expenses of the following subsections (1) through (10) are for definition only and are not to be constructed to as to impose any obligations on Landlord:

- (1) garbage and trash removal; maintenance, repair and replacement of all parking lot surfaces, service areas and courts, including cleaning, sweeping, painting, striping and repaving; maintenance, repair and replacement of sidewalks, curbs, guardrails, bumpers, fences, screens, flagpoles, bicycle racks, Shopping Center/Office identification signs, directional signs, traffic signals, and other traffic markers and signs;
- (2) maintenance, repair and replacement of the (i) storm and sanitary drainage systems, including disposal plants and life stations and retention ponds or basins; (ii) irrigation systems; (iii) electrical, gas, water and telephone systems; (iv) lighting systems including bulbs, poles and fixtures; (v) emergency water and sprinkler systems; (vi) other utility systems (vii) heating, ventilating and air conditioning systems; and (viii) security systems, including any utility charges in connection with any of the foregoing systems;
- (3) and interior and exterior planting, replanting and replacing of flowers, shrubbery, plants, trees other landscaping;
- (4) maintenance, repair, replacement and substitution of and for all portions of the stores, both interior and exterior, in the Shopping Center/Office excluding the Leased Premises and premises leased to other tenants, including, but not limited to, floors, floor coverings, ceilings, walls, roofs and roof flashings, canopies, skylights, signs, planters, benches, fountains, elevators, escalators and stairs, fire exits, doors and hardware, windows, glass and glazing;
- (5) premiums or contributions for insurance, including, without limitation, liability insurance for personal injury, death and property damage; insurance against liability for defamation and claims of false arrest occurring in and about the Common Areas; workmen's compensation; broad form and peril insurance covering the Common Areas in the Shopping Center/Office which may include flood insurance, earthquake insurance, boiler insurance and/or rent insurance as is commonly provided in an All-Risk type policy for the purposes of the provision of subsection (5), Common Area shall be deemed to include the Leased Premises and premises leased to other tenants;
- (6) real estate taxes as defined in Section 3(b) of this Lease imposed upon the Landlord and buildings for any calendar year during the term of this Lease;
- (7) maintenance, repair and acquisition costs rental fees and/or purchase price or in lieu of purchase price, the annual depreciation allocable thereto of all security devises, machinery and equipment used in the operation and maintenance of the Common Areas, and all personal property taxes and other charges incurred in connection with such security

devices, machinery and equipment;

- (8) all license and permit fees, and all parking surcharges that may result from any environmental or other laws, rules, regulations, guidelines or orders; the cost of obtaining and operating public transportation or shuttle bus systems as used in connection with bringing customers to the Shopping Center/Office or if required by any environmental or other laws, rules, regulations, guidelines or orders;
- (9) installation and operation of music program service and loudspeaker systems;
- (10) personnel, if any, including, without limitation, security and maintenance people on the Shopping Center/Office, the Shopping Center/Office manager and assistant Shopping Center/Office manager, or a management fee in lieu thereof, secretaries and Shopping Center/Office management bookkeepers including, without limitation, the payroll taxes and employee benefits of such personnel; and
- (11) Landlord's administrative overhead in an amount equal of ten (10%) percent of the total Shopping Center/Office Operating Cost.

Not withstanding the foregoing provisions, Shopping Center/Office Operating Cost shall not include:

- (i) depreciation other than depreciation as above specified;
- (ii) costs of repairing and replacing to the extent that proceeds of insurance or condemnation awards are received therefore;
- (iii) costs of a capital nature to the extent they improve the Common Areas to beyond their original condition or utility as they may be made from time to time by Landlord;
- (iv) costs incurred by Landlord in the construction of the Shopping Center/Office and Landlord's work in the Leased Premises;
- (v) the cost to Landlord of readying other tenant space for occupancy. Landlord shall estimate the proportion of the Shopping Center/Office Operating costs attributable to Tenant and Tenant shall pay one-twelfth (1/12) thereof monthly in advance, together with the payment of Fixed Minimum Annual Rental. After the end of each calendar year, Landlord shall furnish Tenant a statement of the actual Shopping Center/Office Operating Cost and there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period. If the Commencement Date occurs in the calendar year during which the Shopping Center/Office initially opens for business, then the Shopping Center/Office Operating costs for such partial calendar year shall be reduced by a fraction, the numerator of which shall be the number of days from the Commencement Date through the following December 31st and the denominator of which shall be the number of days from the date the Shopping Center/Office opened for business through the following December 31st. Tenant's obligations with respect to payments due during the term of this Lease pursuant to this Article shall survive the expiration or termination of this Lease.
- (e) Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be so designated, shall be considered "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, be collectible as additional rent with the next installment of Minimum Annual Rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same becomes due and payable hereunder, or limit any other remedy of the Landlord.
 - (f) Tenant shall pay to Landlord, in addition to and along with any and all rental

otherwise payable hereunder, any excise, transaction, sales, or privilege taxes, other than income and estate taxes, now or hereinafter imposed by any government or governmental agency upon Landlord and attributable to or measured by rent or other charges or prorations payable by Tenant hereunder.

(g) In the event Tenant is late in the payment of rent or other sums of money required to be paid under this Lease, Tenant agrees to pay to Landlord a late charge of five cents for each dollar of each payment five days or more in arrears. Said payment shall be to cover extra expenses incurred by Landlord in handling delinquent payments. In addition to the late charge referred to above, any and all payments in arrears for more than fifteen (15) days shall bear interest, payable as rent to Landlord at the highest interest rate the Landlord is allowed to charge under applicable law; provided, however, that said interest rate shall in no event exceed fifteen (15%) percent per annum. The provisions of this Section are available to Landlord in the event of Tenant's default as provided for under this Lease.

TENANT IMPROVEMENTS

4. Tenant accepts the Leased Premises on an "as-is" basis. Tenant shall, at Tenant's expense, complete all necessary Tenant improvements so as to complete construction of he Leased Premises as a completed unit, in a good and workmanlike manner, and in compliance with all rules, regulations and ordinances of any governmental agency or department having jurisdiction. All plans and specifications for Tenant improvements shall be subject to approval by Landlord, which approval shall not be unreasonably withheld.

SITE PLAN

5. The purpose of the site plan attached hereto as Exhibit "A" is to show the approximate location of the Leased Premises. Landlord reserves the right at any time to relocate the various buildings, automobile parking areas, and other common areas as shown on said site plan. Notations and designations found thereon are intended only for the convenience of the Landlord and in no way define, limit, construe or describe the scope or extent or in any way affect this Lease.

FIXTURES

6. All fixtures installed by Tenant shall be new or reasonably reconditioned. Tenant shall not make or cause to be made any alterations, additions, or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings, or make any changes to the storefront without first obtaining Landlord' written approval and consent, not to be unreasonably withheld. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

All alterations, decorations, additions or improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under the Lease, shall remain the property of the Tenant for the term of the Lease or any extension or renewal thereof. The Tenant shall at all times maintain fire insurance with extended coverage naming the Landlord as an additional insured and the Tenant, in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements n the event of fire or extended coverage loss.

Tenant shall deliver to the Landlord certificates of such fire insurance policies which shall contain a clause requiring the insurer to give Landlord ten days' notice of cancellation of such policies. Such alterations, decorations, additions and improvements shall not be removed from the premises without prior consent in writing from the Landlord.

If after default in payment of rent or violation of an other provisions of this Lease, or upon the expiration of this Lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures, signs or other property prior to such said default, removal, expiration of lease, or prior to the issuance of final order or execution of warrant, then and in that event, the said fixtures, signs and property shall be deemed abandoned by Tenant and shall become the property of the Landlord, or Landlord may notify Tenant to remove same at Tenant's own cost and expense, and upon the failure of Tenant to do so, Landlord may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Tenant, at Tenant's expense.

ALTERATIONS

7. (a). Tenant may, at it's expense, make such alterations and improvements to the Demised Premises and install interior partitions as it may require, provided the written approval of the Landlord, such approval shall not be unreasonably withheld, be first obtained and that such improvements and alterations are done in a workmanlike manner in keeping with all building codes and regulations and in no way harm the structure of the Demised Premises, provided that at the expiration of this Lease or any extension thereof, Tenant, at it's expense, restores the within Demised Premises to it's original condition and repairs any damage to the premises resulting from the installation or removal of such partitions, fixtures, or equipment as may have been installed by Tenant, if requested to do so by Landlord

The Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and no mechanic's or other lien for any such labor or materials shall attached to or effect the reversion or other estate or interest of the Landlord in and to the leased property, based upon any act or interest of the Tenant or of anyone claiming through the Tenant, or if any security agreement shall have been filed for or effecting any materials, machinery, or fixtures used thereto by the Tenant, the Tenant shall immediately take such action by bonding, deposit or payment as will remove the lien or security agreement. If the Tenant has not removed the lien within ten days after notice to the Tenant, the Landlord may pay the amount of such mechanic's lien or security agreement or discharge the same by deposit, and the amount so paid or deposited, with interest thereon, shall be deemed additional rent reserved under this Lease, and shall be payable forthwith with interest at the highest legal rate from the date of such advance, and with the same remedies to the Landlord as in the case of default in the payment of rent as herein provided.

(b). Tenant shall at all times keep the Leased Premises including maintenance of exterior entrances, all glass and window moldings, and all partitions, doors, fixtures, equipment and appurtenances thereof including lighting, heating and plumbing fixtures, escalators, elevators, and any air conditioning system in good order, condition and repair including reasonably periodic painting as determined by Landlord, except for structural portions of the premises which shall be maintained by Landlord, but if Landlord is required to make repairs to structural portions by reason of the acts or omissions of Tenant, it's agents, employees or invitees, Landlord may add the cost of such repairs to the rent which shall thereafter become due.

LANDLORD/TENANT RESPONSIBILITIES TO PREMISES

8. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall at once report in writing to Landlord any defective condition known to him which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect.

Notwithstanding any provision in this Lease to the contrary, Landlord shall not be responsible or liable to Tenant for any injury or damage from acts or omissions of persons occupying the property adjoining the Leased Premises or any part of the building of which the Leased

Premises is a part, or for any injury or damage resulting to the Tenant, or its property, from bursting, stoppage, or leaking of water, gas, sewer, or steam pipes or from any structural defect in the roof, exterior walls or the like. Except as caused by whole or in part by the actions or inactions of Landlord.

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- **9.** (a) Premises shall be used for_____ and no other without the prior written consent of Landlord. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on premises, and subject to right of other Tenant's issues.
- (b) Tenant shall operate 100% of the Leased Premises during the entire term of this Lease with due diligence and efficiency so as to produce all of the gross sales which may be produced by such manner of operation, unless prevented from doing so by causes beyond Tenant's control. Tenant shall conduct it's business in the Leased Premises during the regular customary days and hours for such type of business in the city or trade area in which the Shopping Center/Office is located and will keep the Leased Premises open for business during the same days, nights and hours as the majority of the chains and department stores located in the Shopping Center/Office.
- (c) During the term of this Lease Tenant shall not directly or indirectly engage in any similar or competing business within a radius of three miles from the outside boundary of the Shopping Center/Office. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the Shopping Center/Office.
- (d) Tenant will not at any time use or occupy the Demised Premises in violation of the certificate of occupancy issued for the building of which the Demised Premises form a part. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if failure to procure such license or permit might or would, in any way, affect Landlord, the Shopping Center/Office or the Leased Premises, then Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit. Tenant shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the premises hereby leased and the cleanliness, safety, occupancy and use of same, including, without limitation, any zoning laws and ordinances affecting the Premises.
- (e) Tenant, at Tenant's sole cost and expense, shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Leased Premises and the cleanliness, safety, occupancy, alteration and use of same, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), as more fully set forth below, and the Clean Air Act. Tenant, at its sole cost and expense, shall be responsible for complying with all applicable provisions of the ADA relating to: (A) the physical condition of the Leased Premises; (B) Tenant's policies and the operation of its business in or from the Leased Premises; and (C) Tenant's employment and employment related practices. Landlord shall have no responsibility whatsoever for compliance with the ADA within the Leased Premises. Tenant shall indemnify, defend and hold harmless, Landlord from and against any and all claims, actions, damages, liability, cost and expense, including attorney fees, in connection with or resulting from compliance or noncompliance with the ADA relating to those matters described in Sub-parts (A), (B), and (C) above.
- (f) Tenant agrees that Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display, if, in Landlord's opinion, the continued use thereof would impair the reputation of the Shopping Center/Office as a desirable place to shop or is otherwise out of harmony with the general character thereof, and upon notice from Landlord, Tenant shall forthwith refrain from

CONDITIONS TO GRANT

10. The provisions against subletting elsewhere contained in this Lease shall not prohibit Tenant from granting concessions for the operation of one or more departments of the business which Tenant is permitted by this Lease to conduct in or upon the Leased Premises; provided, however, that (a) each such concession may be granted only upon receipt by Tenant of the written consent of the Landlord and shall be subject to all the terms and provisions of this Lease; (b) the gross receipts of Tenant for the purpose of determining the additional rental payable to Landlord shall include gross receipts of such concessionaires; (c) all of the provisions hereof applying to the business of Tenant including the provisions concerning reports and audits shall apply to each such concession; and (d) at least 75% of the sales floor area of the Leased Premises shall at all times be devoted to the business of and be operated by Tenant.

Tenant expressly convenants that it will not assign, mortgage or encumber this agreement nor under-let, suffer or permit the Demised Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance.

If this Lease be assigned or if the Demised Premises or any party thereof be under-let or occupied by anyone other than Tenant without the express written consent of Landlord had and obtained, Landlord may collect rent from the assignee, under-tenant, or occupant and apply the net amount collected to all rent herein reserved, but no assignment, under-letting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, under-tenant, or occupant as Tenant, or a release of the performance of the covenants on Tenant's part herein contained.

In the event the Landlord's written consent is given to an assignment or subletting, the Tenant shall nevertheless remain liable to perform all covenants and conditions thereto and to quarantee such performance by his assignee or sub-tenant.

QUIET ENJOYMENT

11. The Landlord covenants that the Tenant, upon payment of the rent and additional rent above reserved, upon the due performance of the covenants and agreements herein contained, shall and may at all times during the term hereby granted peaceably and quietly have, hold and enjoy the Demised Premises for the term of this Lease. However, the Landlord shall have no liability whatsoever to the Tenant for any breach of this covenant occasioned by the acts or omissions of any transferee, successor, or assignee of the Tenant.

TENANT NEGLECT

12. If Tenant refuses or neglects to repair property as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repair without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus 20% for overhead, upon presentation of bill therefore, as additional rent payable with the next rent payment due under this Lease. Said bill shall include interest at the highest legal rate on said cost from the date of completion of repairs by Landlord.

UTILITIES

13. Tenant shall be solely responsible for and promptly pay all charges for heat, water,

gas, electricity and/or any other utility used or consumed in the Leased Premises. Should Landlord elect to supply the water, gas, heat, electricity and/or any other utility used or consumed in the Leased Premises, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Landlord with the proper regulatory authority.

In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Leased Premises unless caused by the actions or inactions of the Landlord. The Tenant shall use reasonable diligence in the conservation of these utilities. Nothing contained in this Section shall be construed as a representation by Landlord that any of said utilities are available at the premises. Tenant agrees to keep the Demised Premises heated and air-conditioned at such levels as may be reasonably required by the Landlord to protect the buildings and prevent dissipation of the heat and air-conditioning in those areas immediately adjacent to the premises.

INSURANCE

- (a) Liability Insurance. Tenant shall, during the entire term hereof, keep in full force and effect: bodily injury and public liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and injury; property damage insurance in an amount not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00); and workman's compensation insurance in the maximum amount permitted under law. The policy shall name Landlord, and any appropriate person, firm or corporation designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the Commencement Date. In no event shall the limits of said insurance policy be considered a limitation of liability of Tenant under this Lease. Landlord shall maintain public liability insurance either through the purchase of insurance or a self-insurance plan on the Common Areas providing coverage in such amounts as may be determined by Landlord, but in no event less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000,00), against liability for injury to or death of any one person and ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, or in lieu of the foregoing a combined single bond of at least ONE MILLION DOLLARS (\$1,000,000.00).
- (b) Plate Glass Insurance. The replacement of any plate glass damaged or broken from any cause whatsoever in and about the Leased Premises shall be Tenant's responsibility. Tenant shall, during the entire term hereof, keep in full force and effect a policy of plate glass insurance covering all the plate glass of the Leased Premises, in amounts satisfactory to Landlord. The policy shall name Landlord and any appropriate person, firm or corporation designated by Landlord and Tenant, as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company approved by the Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the Commencement Date.
- (c) All Risk Insurance. Tenant shall at all times during the term hereof, and at it's own cost and expense, maintain in effect policies of insurance covering it's fixtures and equipment located on the Leased Premises, in an amount not less than one hundred (100%) percent of their actual cash value, providing protection against any peril included within the standard classification of "All Risk" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the fixtures and equipment so insured.
- (d) Rent Insurance. The Tenant shall provide the Landlord with rent insurance against loss of rent due to fire and risks now or thereafter embraced by "All Risk coverage" in an amount equal to the amount of Fixed Minimum Annual Rent to be paid by Tenant together

with the annual ad valorem and real estate taxes, and Shopping Center/Office Operating Costs, and all other charges payable as additional rent under this Lease for one (1) year after such an occurrence. All rent insurance policies provided for herein shall name the Landlord as insured and shall provide for monthly payment of loss to the Landlord, to the extent of the Tenant's monthly obligations hereunder.

- (e) <u>Liquor Liability Insurance Coverage</u>. If the Tenant is engaged in the sale of alcoholic beverages, whether for consumption on the Leased Premises or for package sales, the Tenant shall provide the Landlord with a liquor liability insurance policy, naming the Landlord as an insured for all sums which the Tenant or Landlord shall become legally obligated to pay as compensatory or punitive damages due to injury sustained by any person if such liability is imposed upon the Tenant or the Landlord by reason of the selling, serving, or giving of any alcoholic beverage at or from the Leased Premises.
- or offer for sale in or upon the Leased Premises an article which may be prohibited by the standard form of All Risk insurance policy. Tenant agrees to pay any increase in premiums for All Risk insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on said Leased Premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the Leased Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises. Tenant agrees to promptly make, at Tenant's cost, any repairs, alterations, changes and/or improvements to Tenant's equipment in the Leased Premises required by the company issuing Landlord's All Risk insurance so as to avoid the cancellation of or the increase in premiums on said insurance.

In the event Tenant's occupation and use of the Leased Premises causes any increase of premium in the fire and/or casualty insurance rates on the Leased Premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium on the fire and/or casualty insurance policies by reason thereof. The Tenant shall also pay in such event, any additional premium on protection against rent loss. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect and shall be due from and payable by Tenant when rendered, and the amount thereof shall be deemed to be additional rent.

(g) Waiver of Subrogation. Landlord and Tenant waive, unless said waiver should invalidate any such insurance, their right to recover damages against each other to the extent the damaged party recovers for same from it's insurance carrier. Any insurance policy procured by either Tenant or Landlord which does not name the other as a named insured shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company, including but not limited to Tenant's workmen's compensation carrier, against Landlord or Tenant, whichever the case may be. All public liability and property damage policies shall contain an endorsement that either party, although named as an insured, shall nevertheless be entitled to recover for damages caused by the negligence of either party.

INSURANCE DEFAULT BY TENANT

15. On default by Tenant in obtaining any insurance required hereunder or delivering any policies or paying the premiums or other charges thereon as aforesaid, it shall be the privilege, though not the obligation, of Landlord to effect fully such insurance and likewise to pay any premiums or charges thereon. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the highest legal rate from the respective dates of Landlord's making of each such payment, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

DESTRUCTION OF PREMISES

- **16.** If all or part of the Leased Premises is damaged or destroyed by fire or other casualty, this Lease and all of it's terms, covenants and conditions shall, subject to the provisions hereinafter set forth, continue in full force and effect.
- (a) In the event that the damage to the shopping center of which the Leased Premises is a part is so extensive as to amount practically to the substantial destruction of the Shopping Center/Office, then and in that event, this Lease shall cease and the rent shall be apportioned to the time of the destruction.
- (b) In the event that the Shopping Center/Office is not so destroyed as to require that the Lease be terminated as provided for in (a) above, then, provided that such loss is insured and that all of the proceeds of said insurance coverage are made available to the Landlord by any fee or leasehold mortgagee whose interest may be superior to the Landlord; and provided the destruction does not result in a termination or cancellation of an underlying ground lease, if any; and further provided that the term of this Lease shall have at least three (3) years to run or in the event that said Lease is in it's last three years provided that the Tenant herein agrees to extend the term of this Lease in accordance with the terms and conditions of the section of this Lease dealing with Option to Renew, if any, then and in that event the Landlord shall repair and rebuild to Shopping Center/Office with reasonable diligence.
- (c) In the event of any loss or destruction to a principal "anchor" tenant in the Shopping Center/Office is such that the lease of said principal Tenant is terminated, then and in that event Landlord may at it's sole option elect to terminate this Lease effective the date of loss.
- (d) In the event of any loss or destruction which is not provided for in Sections (a), (b) and (c) above, the Landlord may at it's sole option elect to terminate this Lease effective the date of loss or elect to repair the premises and have said Lease continue in full force and effect subject to the provisions herein.

To the extent that the loss or destruction of the Shopping Center/Office of which the Leased Premises is a part substantially interferes with the operation of the Tenant's business, thus required the Tenant to temporarily close it's business to the public, the fixed minimum rental shall be abated from the date of such closing to the date the damage shall have been substantially repaired so as to enable the Tenant to continue it's business.

Tenant acknowledges and agrees that Landlord will not carry insurance of any kind on Tenant's furniture and furnishings or on any trade fixtures, equipment, improvements or appurtenances removable by Tenant under the provisions of this Lease, and that Landlord shall not be obligated to repair any damage thereto or replace the same except in the event of Landlord's gross negligence or misconduct.

SUBORDINATION

17. This Lease is subject and subordinate to all ground or underlying leases which may now or hereinafter affect the real property of which the Demised Premises form a part and to all mortgages which may now or hereinafter affect such leases or the real property of which the Demised Premises form a part and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that such mortgages shall provide that this Lease may not be cut off by foreclosure so long as Tenant shall not be in default in the performance of any Tenant's obligations hereunder. This clause shall be self-operative and no further instrument of subordination shall be required by mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord or mortgagee may request. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to

execute any such certificate or certificates for and on behalf of Tenant.

Tenant agrees that at any time and from time to time within ten days following written notice from the Landlord it will execute, acknowledge and deliver to Landlord or any proposed mortgagee or purchaser, in recordable form, a statement in writing certifying that this Lease is unmodified and in full force and effect or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications, that there are no defenses or offsets thereto or stating those claimed by Tenant and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not the Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default and setting forth such other matters and information as may be reasonably required from a prospective mortgagee or purchaser of the Shopping Center/Office, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee or any mortgagee thereof or any assignee of any mortgage upon the fee of the Demised Premises.

Failure by the Tenant to comply with the provisions of this Section shall make the Tenant liable for all costs and damages suffered by the Landlord as a result of said failure to act.

CONDEMNATION

18. In the event that the whole of the Shopping Center/Office shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of actual taking. In the event of a condemnation or taking of a substantial part of the Demised Premises so as to destroy the usefulness of the premises for the purpose for which the premises were leased. Tenant shall have the right, by delivery of notice in writing to Landlord with thirty (30) days after the vesting of title, to terminate this Lease and the term and estate hereby granted as of the date of actual taking.

If the whole of the Common Areas in the Shopping Center/Office shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the Leased Premises, and such substantially equal parking facilities shall be proved by Landlord at it's own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect. In any event, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

In the event of a partial condemnation which is not substantial enough to destroy the usefulness of the premises for the purposes for which they were leased, or in the event Tenant shall not terminate this Lease within the time above limited, Landlord shall, provided that the proceeds of the condemnation award are made available to the Landlord by any fee or leasehold mortgagee whose interest may be superior to that of the Landlord; and further provided that the condemnation does not result in a termination or cancellation of any underlying ground lease, promptly, but subject to reasonable delays, restore the Demised Premises to an architectural unit as nearly like it's condition prior to such taking as shall be practicable, not including Tenant's fixtures, furnishings, floor coverings, equipment, stock, or other personalty, and this Lease shall continue in full force and effect, except that, effective as of the date of actual taking, the fixed minimum rent shall be diminished by the amount representing the part of said rent applicable to that portion, if any, of the Demised Premises which is so condemned or taken.

In the event of termination in any of the cases herein above provided, this Lease and the term and estate hereby granted shall expire as of such taking in the same manner and with the same effect as if that were the date hereinbefore set for the expiration of the term of this

Lease, and the rent shall be apportioned as of such date.

In the event of any condemnation or taking mentioned in this Section, whether or not this Lease shall be terminated, Landlord shall be entitled to receive the entire award in the condemnation proceeding without deduction therefrom for any estate vested by this Lease in Tenant, and Tenant shall receive no part of such award. Tenant hereby expressly assigns to Landlord any and all right, title, and interest of Tenant now or hereafter arising in or to any such award or any part hereof.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises.

Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, as well as any award given for the unamortized value of Tenant's improvements, excluding those paid for by Landlord.

INDEMNIFICATION OF LANDLORD

19. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of an occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, it's agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on it's part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease.

BROKER'S COMMISSION

20. Tenant represents and warrants that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, and Tenant agrees to indemnify the Landlord against and hold it harmless from all liabilities arising from any such claim including, without limitations, the cost of counsel fees in connection therewith.

PARKING AND COMMON AREA

21. The parking area, employee parking space, driveways, entrances and exits and all other common areas and facilities provided by Landlord for the general use, in common, of Tenants, their employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right to establish, modify, change and enforce uniform and non-discriminatory rules and regulations with respect to the parking area, employee parking area, and other Common Areas and facilities herein above mentioned, and Tenant agrees at all times to abide by and conform to such rules and regulations.

Tenant agrees that it and it's officers and employees will park their automobiles only in such space as Landlord may from time to time designate as employee parking space, which may at the election of Landlord, be adjacent to the Center and separated therefrom by intervening streets.

Landlord shall have the right to close any part of the parking area or the employee parking space or other Common Areas and facilities for such time as Landlord in it's sole discretion deems necessary for the benefit of the Shopping Center/Office.

All Common Areas and facilities not within the Leased Premises which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

DEFAULT

If Tenant shall default in the payment of any rent or other payments required to Tenant or any part thereof, and if such default shall continue for five days after the payment shall be due; or if Tenant shall default in the performance or observance of any other agreements or conditions on it's part to be performed or observed, and if Tenant shall fail to cure said default within ten days after notice of said default from Landlord; or if any person shall levy upon, take, or attempt to take this leasehold interest or any party thereof upon execution, attachment, or other process of law; or if Tenant shall default with respect to any other lease between it and Landlord; or if the premises shall be deserted, vacated, abandoned, or business operations shall not be conducted therein for a period of three or more days; or if this Lease or any interest therein shall by operation of law devolve upon or pass to any person or persons other than Tenant; or if Tenant shall fail to move into and take possession of the Demised Premises and open for business within 30 days after Landlord's giving notice to Tenant that the Demised Premises are ready for occupancy by Tenant, then, in any of said cases Landlord lawfully may immediately, or at any time thereafter and without any further notice or demand, terminate this Lease and Tenant will forthwith guit and surrender the Demised Premises, but Tenant shall remain liable as hereinafter provided.

If this Lease shall be terminated as provided in this Section:

The Landlord may immediately, or any time thereafter, re-enter and resume possession of the Demised Premises and remove all persons and property therefrom either by summary dispossess proceedings or by a suitable action or proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefore. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease.

The Landlord may relet the whole or any part of the Demised Premises for a period equal to, or greater, or less than the remainder of the term of this Lease, at such rental and upon such terms and conditions as the Landlord shall deem reasonable, to any tenant or tenants which it may deem suitable and satisfactory for any use and purpose which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to relent the Demised Premises or in the event of such reflecting, for failure to collect the rent thereunder. Any sums received by the Landlord on a reflecting in excess of the rent reserved in this Lease shall belong to the Landlord.

EXPENSES OF ENFORCEMENT

23. In the event any payment due Landlord under this Lease shall not be paid on the due date, said payment shall bear interest at the rate of fifteen (15%) percent per annum from the due date until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease

In no event, however, shall the interest rate charge pursuant hereto or pursuant to any other provision of this Lease be greater than the maximum rate permitted by law. In the event that is shall be necessary for Landlord to give more than one (1) written notice to Tenant of any violation of this Lease, Landlord shall be entitled to make an administrative charge to Tenant of Twenty-Five (\$25.00) Dollars for each additional notice. Tenant recognizes and agrees that the charges which Landlord is entitled to make upon the conditions stated in this Section represent, at the time this Lease is made, a fair and reasonable estimate and liquidation of the costs of Landlord in the administration of the Shopping Center/Office resulting from the events described, which costs are not contemplate or included in any other rent or charges to be paid by Tenant to Landlord under this Lease. Any charges becoming due under this Section of this Lease shall be added to and become due with the next ensuing monthly payment of Fixed Minimum Annual Rent and shall be collectible as a part thereof.

LEGAL EXPENSES

24. In the event that is shall become necessary for Landlord to employ the services of any attorney to enforce any of it's rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Tenant to be kept or performed, regardless of whether suit be brought, Tenant shall pay to Landlord such reasonable Fee as shall be charged by Landlord's attorney for such services. Should suit be brought for the recovery of possession of the Leased Premises, or for rent or any other sums due under this Lease, or because of the breach of any of Tenant's covenants under this Lease, Tenant shall pay to Landlord all expenses of such suit and any appeal thereof, including a reasonable attorneys' fee.

SIGNS

25. Tenant may install and maintain electric or other artistic signs capable to being illuminated, advertising it's business or products sold in the Demised Premises, provided that Tenant obtains the necessary permits from proper governmental authorities for the erection and maintenance of said sign, and the prior written approval and consent of the Landlord as to size, type, design and location of the sign on the premises, which approval will not be unreasonably withheld. Signs installed by Tenant shall be non-audible and non-flashing.

FORCE MAJEURE

26. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restricting governmental laws of regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent, or any other payments required by the terms of this Lease.

HOLDING OVER

27. If the Tenant shall occupy said premises with consent of the Landlord after the expiration of this Lease and rent is accepted from said Tenant, such occupancy and payment shall be construed at an extension of this Lease for the term of one month only from the date of such expiration and occupation thereafter shall operate to extend the term of this Lease for but one month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto. In such event, if either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least 30 days written

notice to that effect.

RUBBISH REMOVAL

28. The Tenant shall keep the premises clean, both inside and outside, at it's own expense, and will remove the ashes, garbage, excelsior, straw and other refuse from said premises. The Tenant shall not burn any materials or rubbish of any description upon said premises. Tenant agrees to keep all accumulated rubbish in covered containers and to have same removed regularly, and to store the same in those areas of the Shopping Center/Office designated by the Landlord from time to time for the storage of rubbish awaiting collection. If no such area is designated by the Landlord, then to store said rubbish awaiting collection within the interior of the Leased Premises. All contractors employed by Tenant for removal of refuse and rubbish must be approved, in advance of employment, in writing by Landlord. In the event the Tenant fails to keep the Demised Premises and other portions theretofore described in the proper condition, the Landlord may cause the same to be done for that Tenant and the Tenant hereby agrees to pay the expenses thereof on demand, as additional rent.

GENERAL CONDITIONS

- **29.** This Lease shall be subject to the following general conditions:
- (a) If the Tenant shall default in the performance of any covenant or condition in this Lease required to be performed by the Tenant, the Landlord may perform such covenant or condition for the account and at the expense of the Tenant. If the Landlord shall incur any expenses, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding, instituted by reason of any default of the Tenant, the Tenant shall reimburse the Landlord for the amount of such expense or additional rent. The provisions of this Paragraph shall survive the termination of this Lease.
- (b) Landlord hereby reserved the right to make alterations or additions to and to build additional stories on the building in which the premises are contained and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Shopping Center/Office from time to time and to make alterations thereof or additions thereto and to build additional stores on any such building or buildings and to build adjoining same.
- (c) If any excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Leased Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Leased Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord for diminution or abatement of rent.
- (d) No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with it's obligation, hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms.
- (e) This Lease and the Exhibits, and Riders, if any, attached hereto and forming a part hereof, contain all the covenants, promises, agreements, conditions, representations and understandings between Landlord and Tenant with respect to the subject matter hereof, and supersede any prior agreements between the parties hereto, with respect to the subject matter hereof. Tenant hereby acknowledges that there are no covenants, promises,

agreements, conditions, representations or understandings, either oral or written, between the parties hereto, other than those set forth herein or provided for herein, with respect to the subject matter hereof. Tenant further acknowledges and represents that it has not relied on any covenants, promises, agreements, conditions, representations or understandings, either oral or written, other than those set forth herein or provided for herein, with respect to subject matter hereof, as an inducement to enter into this Lease. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

- (f) Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed of the Leased Premises by reason of the violation by Tenant of any of the covenants or conditions to this Lease, or otherwise.
- (g) Tenant waives all homestead rights and exemptions which he may have under any law as against any obligations owing under this Lease. Tenant hereby assigns to Landlord his homestead and exemption.
- (h) Tenant agrees not to change the advertised name of the business operated in the Leased Premises without the written permission of the Landlord.
- (i) All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.
- (j) Landlord may card the premises "For Sale" at any time and "For Rent" thirty (30) days before the termination of this Lease. Landlord may enter the premises at reasonable hours on reasonable advance notice to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.
- (k) In cases which this Lease provides for the settlement of a dispute or question by arbitration, the same shall be settled by arbitration before three arbitrators unless the Landlord and Tenant shall agree to one arbitrator designated by the American Arbitration Association and in accordance with the rules of such association. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties.
- (I) Tenant agrees that whenever is it necessary to avoid a strike, boycott or other work stoppage in or about the Shopping Center/Office that is will employ union labor for the purpose of making any alterations, additions or improvements on or about the Demised Premises.
- (m) Tenant agrees, at it's own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Leased Premises.
- (n) Tenant agrees that, in the event the tenants occupying more than 50% of the space in the Shopping Center/Office agree to form a merchants' association, it will join said merchants' association, pay all reasonable dues, and abide by all reasonable rules and regulations promulgated by said association.
- (o) In every instance where Landlord's approval is required, said approval shall not be unreasonably withheld.
- (p) Confidentiality. Tenant agrees that it shall not disclose the terms of this Lease to persons who are not parties to this Agreement unless required by lawful court order or otherwise by law. Tenant recognizes and agrees that the subject of this Paragraph is unique

and that the failure of Tenant to perform or fulfill its obligations hereunder will result in irreparable harm to the Landlord. Accordingly, Tenant agrees and consents that specific performance of the terms of this Paragraph and/or other equitable relief may be obtained through the Courts of the State of Florida. However, equitable relief shall not preclude any action for damages arising from a violation of the provisions of this Paragraph.

(q) In every instance where Landlord's consent or approval is required, the consent or approval shall not be unreasonably withheld, denied or delayed.

NOTICES

30. Tenant hereby appoints at it's agent to receive service of all dispossessory or distraint proceedings and notice thereunder and all notices required under this Lease, the person in charge of Leased Premises at the time of occupying said premises; and if no person is in charge of or occupying said premises, then such service of notice may be made by attaching the same on the main entrance of said premise. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from said premises.

Any written notice required by this Lease must be served by certified or registered mail, postage prepaid, addressed to the intended recipient, at the address first herein above given or at such other address as said party may designate from time to time by written notice.

RECORDING OF LEASE

31. Landlord, in order to protect the benefits of this Lease for the Tenant, may whenever Landlord deems necessary, record this Lease and abstracts and memorandums thereof, whether required or permitted by law, in whatever states or jurisdiction in which the same is recordable, at Tenant's sole cost and expense including, but not limited to, the recording fees, taxes and all other costs and expenses of recordation. Simultaneously with the execution of this Lease, the parties agree to execute a memorandum of lease for recording purposes.

VALIDITY OF LEASE

32. This Lease and the attached exhibits contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease, or the application thereof, to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

LIABILITY OF LANDLORD

33. Tenant shall look solely to Landlord's interest in the premises and the Shopping Center/Office of which the premises are a part for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default under this Lease, and no other property of assets of the Landlord shall be subject to levy, execution or other enforcement procedure or satisfaction of any such judgment or decree.

ARBITRATION

34. Notwithstanding any of the foregoing, all disputes that arise in connection with this Agreement shall be settled by arbitration in the State of Florida pursuant to the rules of the

American Arbitration Association for commercial arbitration using one arbitrator selected by each of the parties hereto and one arbitrator selected by the two arbitrators so selected. The award rendered by the arbitrators shall be conclusive and binding upon the parties hereto and judgment may be rendered thereon by a court of competent jurisdiction. Each party shall pay its own expenses of arbitration and the expenses of the arbitrators shall be paid equally by the parties hereto; except that if any matter or dispute raised by a party or any defense or objection was unreasonable, the arbitrators may, in their discretion, assess as part of their award, all or any part of the arbitration expenses (including reasonable attorneys' fees) of the other party and of the arbitrators against the party raising any such unreasonable matter, dispute, defense or objection.

CAPTIONS AND SECTION

The captions, sections, numbers article numbers, and index appearing in this Lease are inserted as a matter of convenience and in no way define, limit, construe, or describe the

scope or intent of such sections or articles of this Lease nor in any way affect this Lease.
ADDITIONAL PROVISIONS
36. The following provisions are to be construed as part of this Lease and to the extent that the provisions of this Section are inconsistent with the preceding sections of this Lease, these Sections shall prevail:
these Sections shall prevail: 37. The basic rent for the period from 100 151 200 through 100 200 shall be 1400 toos (\$ 1400) DOLLARS per month, payable in advance on the first day of each month.
38. Subject to the adjustments hereafter provided, Tenant shall pay in addition to the basic monthly rent provided in Paragraph 36 hereof (\$
39. In addition to the basic rent and Tenant's share of expenses which are to be paid to Landlord hereunder, Tenant shall also pay to Landlord on a monthly basis the Florida Sales Tax and any other taxes which may hereafter be imposed, all as more specifically provided in Paragraph 3(f) of this Lease.
40. Lease Renewal Option Based on the Consumer Price Index (CPI). While this Lease is in full force and effect, provided that Lessee is not in default of any of the terms, covenants, and conditions thereof, Lessee shall have the right or option to extend the original term of this Lease for () additional term(s) of () year(s).
Such extension or renewal of the original term shall be on the same terms, covenants, or conditions as provided for in the original term except that the rental during the option period shall be increased on an annual basis for each renewal period determined by multiplying the shall be increased on an annual basis for each renewal period determined by multiplying the shall be increased on an annual basis for each renewal period determined by multiplying the base rental during the primary term by the percentage increase in the Consumer Price Index, base rental during the United States Bureau of Labor Statistics, CPI as used herein shall mean as prepared by the United States Bureau of Labor Statistics of the

1400

The percentage increase shall be determined by subtracting the CPI for the eighth month prior to the beginning of the Lease Term from the CPI for the eighth month prior to the end of the Lease Term and dividing that difference by the CPI for the eighth month prior to the beginning date of the Lease Term. If an increase shall be applicable for each month during such three

the Consumer Price Index issued by the United States Bureau of Labor Statistics of the

Monthly Labor Review. The base rental shall be determined on an annual basis.

index that is most recent to the date in question.

WITNESS:

If the publication of the CPI should be discontinued or the base year changed, the parties hereto shall thereafter accept comparable statistics on consumer prices for the United States as they shall be computed by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties hereto, or if the parties cannot agree upon a selection, by arbitration. In the event of use of comparable statistics in place of the CPI as above mentioned or publication of the Index figure at other than monthly intervals, there shall be made n the method of computation herein provided for such revisions as the circumstances may require to carry out the intention of this provision in any equitable manner, and any dispute between the parties as to the making of such adjustment shall be determined by arbitration. Should arbitration become necessary for the resolution of a dispute under this Subparagraph, it shall be conducted according to the appropriate rules of the American Arbitration Association.

In the event Lessee elects to exercise the option herein described, Lessee shall so notify Lessor in writing no later than **Three (3) months** prior to the expiration of the terms of this Lease. In no event shall the rental in the renewal term be below the rental in the original terms of the Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written to this Lease Agreement to which has been annexed Exhibit "A" (Lease Floor Plan).

LANDLORD:

FOUR SONS PLAZA LLC

	By: ROBERT NEBB
и.	TENANT:
	Ву:
	GUARANTY
of its obligation under the	solutely and unconditionally guarantees the performance by Tenant above written Lease.

Upon execution of this Lease Agreement Tenant shall pay a total of acknowledges he has received the Dollars of which Dollars of this amount. These monies shall be applied as 1. \$ \frac{1}{400} \text{to the first month's rent, CAM payment and Florida Sales Tax}	
to the security deposit The base rent during the last month's rent to the security deposit The base rent during the intro	

The base rent during the initial Three (3) year period shall be as follows: Year 1 2 3 Annual



CRA BOARD MEETING OF: August 14, 2018

CONSENT AGENDA

AGENDAITEM: 10.D.

SUBJECT:

Approval of Board Meeting Minutes - June 12, 2018

SUMMARY:

June 12, 2018 CRA Board Minutes attached.

ATTACHMENTS:

Description

D June 12, 2018 CRA Board Minutes

MINUTES OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING HELD IN COMMISSION CHAMBERS, CITY HALL, 100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH FLORIDA ON JUNE 12, 2018, AT 6:30 P.M.

PRESENT:

Steven Grant, Chair Christina Romelus, Vice Chair Joe Casello, Board Member Justin Katz, Board Member Mack McCray, Board Member Mike Simon, Executive Director Tara Duhy, Board Counsel

1. Call to Order

Chair Grant called the meeting to order at 6:31 p.m.

2. Invocation

Board Member McCray gave the invocation.

3. Roll Call

Roll was called. All present

4. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda

None.

B. Adoption of Agenda

Motion

Board Member McCray moved to approve the agenda. Board Member Casello seconded the motion that unanimously passed.

5. Legal

None.

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

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

Chair Grant disclosed he spoke with David Katz, a lobbyist for Shovel Ready, Item 13. C, and that he (Chair Grant) also represents Scott Maslin on items in West Palm Beach for Items 10 H. and I.

Board Members Casello and Katz had no disclosures.

Vice Chair Romelus spoke with David Katz and Attorney Tom Carney regarding Item 13.C.

Board Member McCray spoke with David Katz.

7. Announcements and Awards

A. Movies in the Park

Mercedes Coppin, Special Event Coordinator, announced the last event of 2017 was June 1st featuring *Jumanji: Welcome to the Jungle*. About 115 people attended and during the pre-show, staff showcased four local CRA businesses including Shearology Salon, Imperial Maid Service, Two Georges and Miller Time Fishing Charters.

B. Music on the Rocks

Ms. Coppin announced the last 2017 Music on the Rocks event was on Friday, May 18th. Due to rainy weather, they moved the event to the Historic Woman's Club of Boynton Beach. About 325 people attended the concert featuring *Completely Unchained*, a Van Halen Tribute Band. The event survey reflected 51% of attendees were residents and 19% came to the City specifically for the event.

The final Music on the Rocks event will be on Friday, June 15th featuring *Wonderama*, a top 40's pop band performing at the amphitheater from 6 to 9 p.m. The Food Truck Invasion, cocktails and beverages will be available. Parking is free.

Board Member McCray questioned what would happen to these events during the Town Square construction and learned it will be discussed with the budget proposal staff prepared. It is the Board's decision how to move forward with the event.

8. Information Only

- A. Marketing and Business Development Campaign
- B. Public Comment Log
- C. Public Relations Articles Associated with the BBCRA

9. Public Comments

Reverend Bernard Wright, CEO Bernard Wright Ministries, 713 NE 2nd Street, commented some residents had recently passed away and he requested a moment to ask God to comfort them. Rev. Wright explained there was a great Robert E. Wells Love Fest this year, he, his ministry and supporters held and he thanked the Board and City staff for their support. He noted the event has been held for the last four years. He requested funding for the Robert E. Wells Love Fest be included in the budget, as the event has to do with crime prevention, redevelopment, information and education dealing with his people from a historical point of view. The event is historical and the accomplishments of Robert Wells are acknowledged each year on February 7th.

Rev. Wright commented they are protesting the Recreation and Parks Department. He commented he does not want to sue the City as he is a taxpayer, but asserted for eight years, black children were being deprived from attending a taxpayer funded recreational center. He explained he has an attorney who is prepared to litigate and he will continue to protest. He expected litigation would be on a judge's desk and in Federal Court by Friday.

Sherry Johnson, Community Caring Center, 145 NE 4th Avenue, announced they are holding the 2nd Annual Culinary Job Fair, which many of the Board members had previously attended and several of them pledged some type of assistance to drive attendance at the Institute. She dropped off cut cards and would be working with the CRA. They have a great marketing plan that includes working with Career Source and Michael Corbet. Anything the Board could do to promote and market the Institute would be appreciated. She noted job recruiters want to return to the event, which is on August 7th, from 2 to 6 pm at Benvenuto.

Susan Oyer, 14 SE 27th Way, suggested the CRA improve and add funding to advertise CRA events as she thought it was lacking. There are outstanding movies and concerts at the beginning of the season that no one knows about and then events lag throughout the rest of the year. She also commented the City needs more garbage cans and cigarette dispensers as the Downtown is getting dirty.

Dwayne Smith, 10163 44th Avenue, commented he is on the kids' side. He requested the Board contemplate how youth are feeling this summer who could not attend some of the summer camps. He questioned if the Board was doing all they could to help kids of all classes. In District II, kids whose parents cannot afford the camp see other kids enjoy themselves at the camps. Non-camp youth cannot use the restrooms or get a drink of water. He commented residents pay taxes to keep the buildings open. He thought, as human beings, they are better than this and they should care about underprivileged youth. He urged the Board try to find a way to allow underprivileged youth to participate in summer programs.

A man named Tory, residing at 407 NE 17th Avenue, was concerned about the Carolyn Sims Center. He was at the Center protesting yesterday with 20 kids and 5 parents. The kids want to go and play with schoolmates and they have to tell them they do not have enough money to attend. He questioned why they could not interact with the summer camp like they once did when it was hosted at the Carolyn Sims Center. He commented Amy Blackman, Recreation Superintendent, advised a 17-year old with her child could not go into the Center to change the child's diaper. He questioned what youth should do from 7 a.m. to 4 p.m. There is also summer camp at the Hester Center so the youth cannot go there. Youth had no access to free lunch in District II unless they walk way over by Poinciana. The youth see the free lunch workers pull up and give the meals to camp youth and wonder why they cannot get free lunch. He reiterated he was very upset about the Carolyn Sims Center which is only open to the public for one hour. He commented he would try to vote to remove the members who approve of this policy and bring other voters to do the same.

Board Member Katz noted this issue was raised several times and he questioned whether the solution to the camp issue was to sue the City to prohibit children who could afford to go to the camp from going. He thought a better solution was to hold a fundraiser or solicit contributions to create a scholarship program. He recommended trying to set up a fundraiser and he pledged \$1,000 of his personal funds if they go about finding a solution in a constructive manner. Rev. Wright's lawsuit, which would prohibit paying children from attending a children's summer camp, produces losers. The City wants a win-win situation, which is those who can pay go, and for those who cannot, through charitable donations, are afforded the opportunity to go. It would not kick children out of a summer camp. He did not understand how kicking kids out of a summer camp to allow other kids in is a win-win solution. He implored Rev. Wright not to sue the City or CRA as it would waste taxpayer resources defending against a meritless lawsuit, and to pursue charitable contributions. He reiterated again his pledge of \$1,000 from his personal funds. He has heard threats for weeks and weeks, and if Rev. Wright wants to exercise his right to sue, it is not a good solution. He suggested finding people to help underprivileged children instead of attacking and punishing youth that are attending the camp. He understood the cost was \$578 for the entire summer, which was 40 to 50 days of daycare at approximately \$15 a day.

Rev. Wright responded he was trying to find a solution and appreciated Board Member Katz's offer to contribute funds. He asserted the discussion was about 20 regular children from the neighborhood that, with taxpayer money, are showing up at the pool and the Center throughout the school months. They are the ones who were left out, not the youth who should not have the potential right to go freely and access it. Earlier in the day Rev. Wright counted 29 white faces and 5 black faces. Another group had 18 white faces and 3 black faces, and another group had 18 white faces and 2 black faces. He assumed they were from Hypoluxo and West Boynton Beach, not the Heart of Boynton and the doors are closed to the community's youth. He asserted this was ongoing for 8 years. Rev. Wright questioned how many youth were now in juvenile hall or slinging dope in the streets because they had nowhere to go and contended this will continue to occur. He

requested the City open something at another complex so the community can attend or having more staff so they do not have to interact with the children that are able to pay the \$578. There are still game rooms and places for youth. He further contended when children finished playing basketball, they used to be able to go into an air-conditioned room and use the rest rooms. He explained this is a community, not a part recreation or private daycare center run under an account. The regulations mean youth cannot interact with the public. He commented it is the taxpayers who maintain the programs; not the \$578 fee that the 80 people pay to use the camps during the summer and spring break weeks. Rev. Wright explained his child walked across the street as a west walker and throughout the year, he would go to the Center and Rev. Wright would get to the Center on time. He noted there are parents who cannot get to the Center on time and the Center has great supervisors that watch the children until parents arrive. During the spring and summer breaks, they cannot do that.

There is an officer program that does great with the children and there is a gardener. The children who go to the Center during the school year are in the street during the summer. He thought the amount should be reconsidered, but he stated this year, for some reason because he is an advocate, there was a mix up and his child could not go. He wanted to leave a door for the public, even if they have to hire more staff. He complained Amy Blackman, Recreation Superintendent, suggested using outside port-o-lets. He did not understand why a child could not use the building for the restrooms and for a drink of cold water. He pointed out the building was in the name of Carolyn Sims who raised many people and repeated he was not threatening the City, but a lawsuit was on the way.

Board Member Katz commented it sounds like a threat and he suggested, as a member of the clergy, he work with the Coalition of Clergy. Rev. Wright responded he does not work with them and he is not a part of them. Board Member Katz explained the solution to the problem is finding people willing to contribute funds and donate for these children.

Vice Chair Romelus thought a discussion about extending summer hours may be helpful and since the facility is open to the public from 4 to 5, it stay open to the public perhaps from 4 to 7 or 8 p.m. As a mother, she has concerns about the public accessing a facility while the camp is open. As far as the price tag, \$500 for summer camp is minimal. She agreed with Board Member Katz to try to seek out individuals to have a scholarship fund to help parents with the tuition and as a policy directive, extend some of the summer hours.

Board Member Casello inquired how many youth participate. Mr. Simon did not know as it is a city-run facility and a city-run program. The CRA has no decision-making power to extend the hours or pay for those hours. There are 80 youth in the program. Board Member Casello asked if they could review the item during the budget to create a scholarship.

Sherry Johnson, Community Caring Center, explained the City has a scholarship program for summer camp. Each year when the City Commission reviews the CDBG

application, there is at least \$10K for the program. There is a comprehensive CDBG Plan and a meeting Octavia Sherrod, Community Improvement Manager, calls each year to discuss the community's needs. She suggested reviewing the CDBG plan or adding more funds for more opportunities.

Lori LaVerriere, City Manager, explained the City stopped funding the \$10,000 in CDBG funds for summer camps and moved it to other social programs. She advised they have a program for summer camp administered through Palm Beach County. Rev. Wright is in the middle of the County application process. They assisted him in applying for his grandson as he came in late during the process. The money is spent within the first week as the programs fill immediately. She agreed \$500 for the entire summer program was unusual. Board Member Casello asked if the applicants were first come, first served and learned they were and they fill with a mixture of residents and non-residents. She advised Mr. Majors would provide information the next day. Chair Grant requested at the next City Commission meeting, they announce where youth could access free lunches. He also suggested checking with the Children Services Council and Literacy Coalition about children's programs. There needs to be other organizations to help because the City cannot fully subsidize the program, and there are youth organizations they can work with including the Coalition of Clergy. Ms. LaVerriere thought it is a great opportunity for churches to help.

Board Member McCray requested Wally Majors, Director Recreation and Parks, and Amy Blackman, Recreation Superintendent, be present at the City Commission meeting for the item.

Board Member Katz agreed to research what schools in Boynton provide free lunch and breakfast. Most schools in the County will provide a free lunch or breakfast to anyone under the age of 18 every day all summer. All the individual has to do is show up. It is a federally subsidized program to assist those in need to receive the meals for free. Board Member Romelus agreed, but was unsure if the lunch was provided. She requested Ms. LaVerriere investigate opening up the Center for a few more hours each evening after camp and provide the cost. She favored obtaining proposals and prices.

No one coming forward, Public Comment was closed.

10. Consent Agenda

- A. Financial Report Period Ending May 31, 2018
- B. Finance Department Purchase Orders for amounts exceeding \$10,000 for the month of May 2018
- C. Approval of the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Associated with the FDOT US1 Intersection Enhancement Project

D. Approval of Commercial Rent Reimbursement Grant Program in the amount of \$10,800 for Tabre Enterprises, LLC d/b/a The King's Learning Center located at 101 NE 5th Avenue

This item was pulled by Board Member McCray.

E. Approval of Commercial Interior Build-Out Grant Program in the amount of \$12,424 for Tabre Enterprises, LLC d/b/a The King's Learning Center located at 101 NE 5th Avenue

This item was pulled by Board Member McCray.

F. Approval of Commercial Facade Improvement Grant Program in the amount of \$10,800 for Tabre Enterprises, LLC d/b/a The King's Learning Center located at 101 NE 5th Avenue

This item was pulled by Board Member McCray.

G. Approval of Commercial Construction Permit Grant Program in the amount of \$1,150 for Tabre Enterprises, LLC d/b/a The King's Learning Center located at 101 NE 5th Avenue

This item was pulled by Board Member McCray.

H. Approval of Commercial Rent Reimbursement Grant Program in the amount of \$15,000 for Grandma's Manufacture, LLC d/b/a Grandma's Treasures located at 1550 N. Federal Highway, Suite 1

This item was pulled by Board Member McCray.

I. Approval of Commercial Interior Build-Out Grant Program in the amount of \$45,000 for Grandma's Manufacture, LLC d/b/a Grandma's Treasures located at 1550 N. Federal Highway, Suite 1

This item was pulled by Board Member McCray.

11. Pulled Consent Agenda Items

Board Member McCray asked if the applicants were present for the items he pulled.

Items D, E, F and G, all pertained to the King's Learning Academy. Board Member McCray visited the address and saw the Treasure Chest. He asked if Ms. Girtman still owned it. Octavia Bell explained the daughter, Claire Girtman Gail is operating the Treasure Chest. She is turning ownership over to them and the Center will have a new name. Board Member McCray applauded them for allowing the Center to continue and

for installing the playground equipment and the fence. He wished them well and was pleased they were partnering with the community.

Bruce Louis, business manager for the Academy, commented he has been working with them for a year and a half to develop a carefully thought out program and operation for the location. He thanked the City for their assistance with their small business and announced they plan to be a good corporate citizen. He pointed out one program he is fond of is a program that engages the parents as a prerequisite. The parents will be engaged in some of the program elements and they look forward to being part of the business community.

Ambry King explained the Kings Learning Center will provide infant, toddler, and school aged services. They will pick up from two elementary schools for after care and will have summer camp as well. She had heard concerns voiced earlier in the meeting about a summer program. She would like to partner with the City to allow youth to come to their Center for breakfast and lunch and was receptive to all kinds of ideas. She has been in the child care field for some time and is passionate about it. She felt no child should be left behind and would use different tools to get parents more involved with their children to create an environment where all will have a chance. She was raised in Boynton Beach and attends the Bible Church of God. Board Member McCray was concerned and wanted to meet whoever signed the application.

Motion

Board Member McCray moved to approve Consent Agenda Items D, E, F, and G. Board Member Katz seconded the motion that unanimously passed.

Board Member McCray requested the applicants for Items H and I come forward.

Nadine Haseidl, CEO of Grandmas Treasure, an authentic German Bakery, advised she appreciated the two CRA programs. The bakery will be a 50 to 79 seat restaurant fronting on Federal Highway. They will serve brunch, lunch, breakfast and dinner. She hoped to be a strong community partner and advised she participates in Thanksgiving Food runs. As she had heard about summer camps and youth, they would love to give something back to the community and participate however they could. They plan to be open by fall at the latest, and she hoped all would attend the Boynton Beach Octoberfest. She hoped all would seek assistance to spread the word. She is currently working out of the Community Caring Center, with two employees and anticipated between 10 and 15 people would be hired ranging from dishwashers to servers. She thanked Sherry Johnson for her assistance. Board Member Casello wished her the best of luck. Board Member McCray thanked her for explaining what Grandma's Treasures was.

Motion

Board Member McCray moved to approve items H and I. Board Member Katz seconded the motion.

Mr. Simon announced the bakery was making the bread and other items for the Farmers Table in Boca. She started with them two and a half years ago and they have been a big supporter of her business.

Vote

The motion unanimously passed.

Motion

Board Member McCray moved to approve the remaining Consent Agenda Items. Vice Chair Romelus seconded the motion that unanimously passed.

12. Public Hearing

13. Old Business

A. Consideration of the Rental Agreement with the Boynton Woman's Club for FY 2018/19 Meeting Dates at the Historic Woman's Club of Boynton Beach

Mr. Simon explained the Board purchased the building and the Woman's Club was given permission to continue using the building for their monthly meetings. They were present so they could continue to hold the meetings, which would not exceed 60 people at meetings that would be held between 8:30 a.m. and 5:30 p.m. with no alcohol service. They also did not hold the gala event the Board approved free of charge and were requesting to move the event forward into the 2018/2019 fiscal year.

Motion

Vice Chair Romelus moved to approve. Board Member McCray seconded the motion that unanimously passed.

Board Member Casello inquired if there is a marketing plan for the Woman's Club and learned staff has discussed the item. Now that the Library will not be using the building, major roof repairs will take place during the summer and staff will heavily market the building as a rental venue at summer's end so fall, spring and summer weddings could occur next year.

B. Consideration of Boynton Village, LLC Compliance Audit (Tabled 5/8/18)

Motion

Board Member McCray moved to remove from the table. Vice Chair Romelus seconded the motion that unanimously passed.

Attorney Duhy explained Legal reviewed the issue raised at the last meeting, as there was an ambiguity. Between Legal and Ms. Hill's analysis, they arrived at an amount of \$73,611. Cornerstone agreed to the amount. A motion was needed to release the funds.

Motion

Board Member McCray moved to approve. Board Member Katz seconded the motion that unanimously passed.

E. Project Update 211 E. Ocean Avenue, a/k/a Magnuson House

David Katz advised the attorney was delayed.

Attorney Duhy explained at the last meeting. Attorney Duhy notified the Board Legal issued a Notice of Default and a demand for the return of the property under the reverter clause of the Purchase and Sale agreement for 211 E. Ocean Avenue. Pursuant to the addendum that was agreed on, they did not obtain a building permit as required on May 14th. The CRA issued the Notice letter on May 15th, which requires them to provide the deed to the CRA by June 14th. After issuance of the CRA letter, staff received communication from counsel for Shovel Ready requesting a meeting. The meeting was held, which Mr. Simon and Attorney Duhy attended. They explained they are in default of the agreement and neither she nor Mr. Simon could change the legal direction the Board authorized. The members had been provided a determination how to move forward and an email communication from Attorney Tom Carney, for Shovel Ready, which proposed settlement to the issue. Under the terms of the reverter, the CRA would return the purchase price originally paid. Shovel Ready was requesting other alternatives. Attorney Duhy was comfortable with the CRA's legal right to demand the reverter, and that they are not in compliance with the agreement. They had issued a letter challenging the assessment, which Attorney Duhy disagreed with. The issue to determine is if the Board wanted to direct Attorney Duhy to institute legal proceedings to obtain ownership of the property pursuant to the agreement or waive the default and work with Shovel Ready in the manner they proposed or some other way.

David Katz explained he had only attempted to delay the item until the attorney arrived.

Board Member Katz wanted to proceed and noted no one from the team showed up. A month ago, the team appeared and signed a document indicating Shovel Ready would not pursue or force legal action as a result of a potential default, which they subsequently entered into days later by not filling out permits they said would be done within days. He objected to receiving the series of emails and a meeting request with the CRA and that

they are indicating they spent \$50,000 on plans although they had not complied with any provisions of the contract, but have asked for numerous amendments, and they swore they would not force legal ramifications if they did not comply. He did not need to hear from Attorney Tom Carney. They signed an agreement, asked for numerous amendments and the most recent amendment indicated they would not force the issue into a lawsuit. The Board is faced with the exact situation he did not want to engage in and he felt it was litigation extortion. He did not support paying them a cent as they failed to comply with a contract. If the CRA did the same thing, they would be laughed at. It was offensive to him to have the conversation. He announced the Board does not have to make a motion as the contract is in default. The CRA sent them papers and is in a good position. The CRA has a sworn document in a contract they agreed to, that they would not do what they are doing, and the CRA should move on.

Attorney Tom Carney, Shovel Ready, advised they entered the contract in good faith and were still trying to proceed in good faith. There were many issues along the way and issues with staff reviewers. They were ready, willing and able to pay the permit fee, but there was a delay by a day because someone was out of the country. The permit fee is non-refundable and meanwhile Shovel Ready received a letter from the CRA. If Attorney Carney paid the permit fee the next day, and the Board decided too bad, then not only is the deal gone, but so is the permit fee. The CRA does not work in sync with the City. Shovel Ready said fine and they would appear before the Board. They sent to CRA counsel and Mr. Simon what they could do going forward, which he understood the Board had issues with it, but it was not as though they had not spent money on the project. They had to shore up the floor and there were delays. He advised they are trying to move forward. He objected to the assertions they did not act in good faith. The goal is to get the project done. Mr. Carney provided several proposals and if the Board did not want them to develop the project, they will leave, but they wanted reimbursement for money spent on the floors and work on the floor and others, or go forward and instead of the eight-month completion period, it be extended to 12 months. He pointed out the night Shovel Ready was awarded the contract, another project was also awarded on the 500 block, which is still vacant.

Board Member Katz commented, if they had the money to get that property back, they would as it was embarrassing because it is still vacant. Attorney Carney pointed out Shovel Ready was still appearing before the Board in good faith. Board Member Katz commented the developer of 500 Ocean spent hundreds of thousands of dollars and it is clear they made renovations. The building is ready to open, but he understood the timing and proximity of the two projects was coincidental, but the difference was like night and day as to what was done and what was not done. Mr. Carney explained the issue is to get the building up and running that will be a success and a credit to the neighborhood and the City. Suggesting they had not spent money or time on the project is incorrect. Attorney Carney explained they spent \$70,000, but he was only asking for \$50,000 and if the Board would like to refund the \$70,000, it would be great. Board Member Katz hoped in the spirit of not engaging in combat, they would simply return the property in accordance with the agreement that was signed. Attorney Carney explained whoever

takes the project over will be the beneficiary of their work. His clients are good people and they do good work.

Board Member McCray had reviewed the issue to understand the delays and reviewed the record. He asked if they were willing to pay the fee and learned they were if they could get 12 months to finish, which would be a four-month extension. Board Member McCray asked if they paid the fees and granted the extension and did not meet the deadline within the 12 months if they would walk away from the table. Attorney Carney responded they would have very few bargaining chips left if they did not complete the project. He commented if there was a hurricane that caused a delay, he hoped they would be granted a stay of the totaling of the time, provided they genuinely could not continue the progress of the construction. Board Member McCray asked if granted, when work would begin. Attorney Carney advised they submitted the paperwork, but the permit was not issued because it is non-refundable and Attorney Carney thought it would be ill advised to pay a non-refundable fee because he was unsure whether they would move forward or not. Attorney Carney commented he could pay the fee in a day or two. As soon as the permit is issued, work could begin.

Mike Rumpf, Interim Development Director, explained staff assigned a person to be the liaison for the project. He believes it was ready to be permitted. All the permit conditions have been met as they were on May 9th.

Board Member Casello commented two years ago the CRA turned the building over in good faith to Attorney Carney's client. It was supposed to be a catalyst and anchor for the area. It has been an eye sore. There have been two hurricanes and the building was not secured. The client had to be told to cut the grass. He commented it was not that the CRA did not want the client, it appeared the client did not want the CRA. He thought the client treated the process in a deplorable manner for the last two years. There were always delays. Board Member Casello favored cutting ties and moving on.

Motion

Vice Chair Romelus moved to approve the second offer by Attorney Tom Carney to move forward, but rather than the \$50,000, she would like to have the hard costs up to, but not exceeding \$50,000 with language crafted by the attorney and to enact the reverter clause.

Chair Grant commented the project was approved prior to his election. The site plan was approved in 2016. Moving forward, things have changed since 2016. The parking lot that would be used for the building, will no longer be a parking lot. A parking garage would have to be built. Even if the building was constructed within 12 months, there may not be a place for patrons to park as the area would be under construction for the next three to five years. He agreed with Vice Chair Romelus regarding the costs associated with the building. He thought providing the CRA with that information would be an equal exchange. The CRA would get the information and the client gets \$50,000. He thought it was sad they are in this position after this amount of time. He feels the CRA is not in

the same position because they could do something more because the future land use is mixed-use medium whereas before it was commercial. There would be equity out of the argument and all could move forward.

Board Member Katz did not support the proposal and had lost faith. They are discussing one option to extend more time. The discussions are the same, and it was more of the same at the last meeting. He thought it was absurd. With regard to costs that may come from litigation, if the CRA prevailed, Shovel Ready would have to cover the CRA's legal costs as there are attorney fee privileges. He commented staff dedicated an employee to ensure the plans would be reviewed and the approval would be made and it was done, and Mr. Rumpf had indicated the department did all that was humanly possible to move it. He did not believe a \$50,000 taxpayer participation trophy for a team that failed to win was acceptable. The contract says have to give the property back at cost. The CRA is in the right and they are negotiating against themselves on behalf of the taxpayers. It said if the permits are not paid for, the property would revert back to the CRA. It was absurd to him that the Board, which voted 5-0 to approve the amended contract, was negotiating against themselves to give away upwards of \$50,000. The property belongs to the CRA and they are legally entitled to take it back at the cost they sold it to them, which was much lower than the market value since they instituted the Consolidated Plan. It was a great buy for the owner. He noted \$50,000 could pay for many children to attend summer camp and could keep the facility open as discussed earlier. The owner signed it and the Board is voting to throw away \$50,000 they do not have to which he did not understand.

Board Member Casello explained they developed plans and shored up a floor. He asked about the other costs. Attorney Carney did not have the information with him, but advised building plans are expensive. Board Member Casello commented the building will either be demolished or moved and the plans for the building will be moot.

Vice Chair Romelus reiterated her motion was to pay for hard costs. Even if they do move the building after redeveloping the area, she agreed with Board Member Katz's comments. The current owner had lots of opportunities to get things done, but this is the best time to make good with what they have. Even if the CRA is in the right with language in the reverter clause, the focus of the CRA should be the Downtown Town Square, which is a \$250 million project. She did not favor a drawn out scenario and supported paying the hard costs and moving on.

Board Member McCray noted Board Member Katz mentioned using the \$50,000 for summer camp, but pointed out CRA funds cannot be used for summer camp and he did not want to mislead the public into thinking that they could. Mr. Simon agreed to provide the Board with information at the next meeting. Mr. Rumpf dedicated a plans reviewer as a liaison for the project. Discussion followed the liaison was responsible for seeking out each person with comments and linking them to the applicant when meetings were held in the department to interpret and address the comments and amend the plans making it a priority. Normally, plans go through a sequence of review. The liaison expedited the

process. That was done during the month of April and first week in May. As soon as the plans came in, they were reviewed.

Board Member Katz read the provision inserted into the last amendment of the contract as: "The purchaser shall waive its right to contest reversion of the property if it does not obtain a building permit on or before May 14, 2018, and shall execute the deed as described as above." He thought there may be a difference in opinion of the legal interpretation "of the purchaser shall waive the right" but he thought the language was very clear. It was an extended deadline. He pointed out there may be other uses for the \$50,000 which could include moving the building, or the Robert E. Wells Day, or other business economic development grants to create jobs than to buy out an organization that fails to adhere to the contract. It is a waste and it projects weakness on the part of the Board. The contract was violated on its face. He was baffled the Board was negotiating how much money to waste. The firm failed to comply.

Attorney Duhy explained under the worst case scenario, the CRA would need to institute the appropriate legal actions and seek an expeditious resolve through motion practice or before it went to hearing or deep discovery, as the CRA's argument would be the matter was clear on its face. If Shovel Ready contested it vigorously with discovery, the CRA's cost would rise commensurately with how much they were contesting the issue. She advised she could not say the CRA would win because she is not the judge, but she is confident in the CRA's legal position and in her advice to the Board. She estimated the initial complaint filing would take two to five hours or less. If the case was resolved quickly, her estimate was \$5,000 to \$10,000. If the case was drawn out, costs would rise, but there is an attorney fee provision for the prevailing party.

Vice Chair Romelus requested Attorney Duhy clarify what hard costs would be verified by her. Attorney Duhy would propose Shovel Ready provide staff and her a list of costs. They would work and negotiate with them and bring the verifiable costs back to the Board so there is no confusion. She noted hard costs of transacting and printing the documents and improvements to the structure and there are professional fees, which she was unsure would be included. She advised it should be articulated clearly and they provide evidence of it prior to moving forward. She explained entertaining the motion does not waive the CRA's right to enforce the agreement until they amend the agreement which she did not recommend doing at the meeting. There is a no waiver provision, which means if the CRA tries to work it out, and is unsuccessful, the CRA can still pursue action with the default and the failure to provide the deed to the CRA as required on June 14th.

Vice Chair Romelus commented her motion stands and she would like the information to return to the Board so they can decide what to offer. Board Member Katz offered a friendly amendment to include in the latest offer, language that if it prevails and they are given time to establish costs, that if they disagree with the outcome of the Board, they need to waive their right to proceed to litigation. Vice Chair Romelus agreed to the friendly amendment.

They are in default and the CRA gave them 30 days to provide the deed, which ends June 14th. The motion is not to continue the process of them returning the deed back: the deed is coming back. The only thing under discussion is about paying the \$50,000. They get the property back as of June14th and the verifiable costs would come to the Board in July.

Attorney Duhy summarized the motion would be Shovel Ready will provide the deed to the CRA By June 14th, with a copy of their verifiable costs up to \$50,000 with proof thereof. The CRA will have the deed at that time executed to the CRA and at the July meeting, the Board will verify the costs and if the Board believes they are verifiable costs. Board Member Romelus announced that was her motion.

Board Member Casello asked Attorney Carney why the owner was not present if the project is so important and learned he was out of the country.

Attorney Carney apologized for arriving late and commented he was also at the Delray Beach City Commission. He would not want his client to be negatively affected by his tardiness. He did not anticipate this item would be heard at 7:05 p.m. the item was further down in the agenda. As to the language read by Board Member Katz, he commented he read the language as well. There was a substantial amount of work getting to the point of getting to the permit and there is no time is of the essence in that provision. When someone invests a lot of time and effort to do something and misses it by a day without a time of the essence clause, he suggested it is not so cut and dry. The City is ready to issue the permit, and Shovel Ready is ready to buy the permit. If the Board decides not to proceed with them, they should at least get whole in the project and the property is now more valuable than when it was given to the developer. There are alot of reasons to understand why they are being put in this time crunch. Shove Ready wants to move forward.

Attorney Duhy noted section 22.2 of the agreement deals with the computation of time and it states that time is of the essence in the performance of all obligations included in the agreement. Board Member Katz pointed out Shovel Ready missed the deadline by 61 days, as they had an extension. Not one day.

The motion died for lack of a second.

Board Member Katz requested clarification no motion was needed to proceed with the reversion. Attorney Duhy suggested a motion be made to direct her to initiate necessary legal proceedings to enforce the agreement.

Motion

Board Member Katz moved to ask the property owner one final time tomorrow, to abide by the contract to return the property in exchange for the \$255,000 purchase price that was paid by June 14th, to avoid potential litigation as per the agreement signed two

months ago, and in accordance with the Vice Chair, to truly wash the CRA's hands of it and move forward and direct Attorney Duhy to initiate legal proceedings. Board Member Casello seconded the motion that failed 2-3, (Board Member McCray, Vice Chair Romelus and Chair Grant dissenting).

Board Member Katz understood in two days if Shovel Ready did not return the property Attorney Duhy would proceed to initiate proceedings. Attorney Duhy commented she needed Board direction to initiate proceedings. The vote not to proceed does not preclude them from a vote in July to initiate proceedings then. Attorney Carney heard the Board and it is up to Attorney Carney and his client how they wish to respond. This item will be before the Board and they can choose to enforce the request at that time. Chair Grant requested a listing of hard costs noting the next meeting is July 10th.

Board Member Casello asked why only some of the Board members were lobbied. Attorney Carney responded they were unfamiliar with the process and wanted to ensure all the right departments were contacted. The lobbyist was brought in late in the process because they had a short time to meet the deadline and they wanted to expedite the matter.

D. Consideration of Termination of Lease for Neighborhood Officer Policing Program Office Located at 404 E. Martin Luther King, Jr. Blvd.

Mr. Simon explained the Board has the authority to pursue terminating the existing lease for the above property. Staff began to send certified letters and hold back rent payments due to defective plumbing and the ceiling making the office unusable since March. Staff sent letters for each month since March notifying the landlord they would not pay the rent due to the conditions as contained in the lease because the office was not habitable. The lease ends on September 30th and they have not received any objection to the CRA's position from the landlord. Staff was asking the Board to decide whether to terminate the lease effective immediately or continue with the lease until the end of the term. He noted the CRA did not pay rent for June.

Motion

Vice Chair Romelus moved to approve terminating the lease. Board Member McCray seconded the motion.

Board Member McCray commented the officers are working in the Carolyn Sims Center and they may be moved to 9th Avenue. He objected to the move and thought the officers needed to be accessible and visible. He favored keeping the officers at the Carolyn Sims Center. Mr. Simon explained the item is on the agenda because with the summer, there are some restrictions with adults being in the building due to the youth being in the building. Mr. Simon supported the Board's position to remain at the Sims Center as long as it could be supported by the City.

Chair Grant asked for Sgt. Henry Diehl's opinion being at the Sims Center as opposed to the location on NE 9th Avenue and his opinion about how to increase its effectiveness. Sgt. Diehl agreed the high visibility at the Sims Center is very productive. The Sims Center has summer camp so in the morning and afternoon children and families are checking in and out. The Officers usually sit at the front desk, but because they use that desk for checking in and out, they move their materials aside during those time periods. He did not yet go to the building on 9th Avenue, but had planned to do so. It was noted the building on NE 9th Avenue is off the beaten path.

Mr. Simon asked about a mobile mini container office that was used for the Harbor Master, which was basically a work trailer and pointed out an office for the program was discussed with the Ocean Breeze East project. There would be a more permanent location for the program, but the project would not be constructed in the next year. Work trailers can run \$800 to \$2,000 a month, but one could be placed in the Sims Center parking lot. When the summer programs are over, they can resume working out of the Sims Center. Sgt. Diehl explained currently they are adapting and overcoming. When they are not at the Sims Center they are in their cars. They are not doing without and they are well received at the Sims Center. Pick up and drop off during the summer is about an hour in the morning or afternoon although there are some others.

Board Member McCray did not favor a temporary work trailer and felt the Officers should remain at the Center. Sgt. Diehl expressed a concern about where to house the segways they use when the Police Department is moved. Chair Grant suggested Public Works. It was noted the segways are used three times a week.

Vote

The motion unanimously passed.

E. Consideration of Community Caring Center of Greater Boynton Beach Inc.'s Grant Agreement for the Boynton Beach CRA Nonprofit Organization Grant Program

(Vice Chair Romelus left the dais at 8:17 p.m.)

Motion

Board Member McCray moved to approve. Board Member Casello seconded the motion that unanimously passed. Vice Chair Romelus was not present for the vote.

F. Consideration of Habitat for Humanity International (d/b/a Habitat for Humanity South Palm Beach County) Grant Agreement for the Boynton Beach CRA Nonprofit Organization Grant Program

Board Member McCray moved to approve. Board Member Casello seconded the motion that unanimously passed. (Vice Chair Romelus was not present for the vote.)

G. Consideration of an RFP/RFQ for Redevelopment for CRA Owned Parcels within the MLK, Jr Boulevard Corridor

Mr. Simon explained this item was a discussion of the terms, conditions and qualifications proposals for the above in the eastern and western portions of the corridor near Seacrest Boulevard and Federal Highway. The terms and conditions were discussed at the last meeting, and reviewed by the CRA Advisory Board. Their recommendations were included.

Chair Grant commented on the economic conditions. He noted there are facts listed which should be substantiated via footnotes and the most recent Census says the City has a population of 78,000, not 71,000. He favored, regarding item 2, where it reads retail is not required in each building or structure, that it read they are requiring retail in commercially zoned areas and not all is mixed-use. He inquired if the CRA normally asks for all lease agreements or ownership of applicants in Section 8 of the proposed submission requirements. Mr. Simon responded they did for the Cottage District and the Town Square RFP. Staff only asks for the documents to verify the entities exist where they say. Chair Grant asked what the Board would think about waiving the minimums for the Town Square. If someone in the community wants to make a change and has not done anything before, the CRA is prohibiting them from sharing their ideas of what MLK would look like on CRA properties. The CRA only has half the properties on MLK unlike Town Square.

(Vice Chair Romelus returned to the dais at 8:23 p.m.)

The Board was asking for a lot of vision with half the land available. Chair Grant was not necessarily happy with the Board's commitment about the land and money without strict community benefits agreements besides hiring people to help build it. It is up to the Board regarding a community benefit agreement.

Board Member Katz requested clarification Chair Grant was dropping the standards to allow people without development experience to have input in the process or submit a response to the RFP/RFQ. Chair Grant was and wanted to look for the top three developers, but he did not want to prohibit the community from providing their ideas for what to develop. Board Member Casello thought it would be vetted at the time a developer is chosen. Chair Grant pointed out the developer already submitted their ideas. It would be in addition to what a developer would already do. Board Member Casello commented the Town Square had a concept with a community meeting. It was thought holding a community charrette would be helpful.

Board Member Katz noted the CRA Advisory Board made a recommendation to seek out tax credits, similar to what was done for Ocean Breeze East. He asked Mr. Simon, since

the property was not contiguous, if it would be beneficial to include their tax credit plans. Mr. Simon commented there was other language the Board could consider. He attempted to write bullet points under the Board's commitments that the Board would consider requests for certain portions of the project if they had to utilize the credits, but it is not a requirement. The tax credit process is long. Mr. Simon hoped the incentives in the current economic conditions, as well as development along Seacrest and in the Town Square area north, would provide enough incentives for the private and non-profit development communities to be able to find financing or create a joint venture so that they would not need that type of a funding source for some or all of the development. He was receptive to excluding consideration of that type of a funding option.

Board Member Katz thought it would be nice if the responses included tax credit provisions, and thought language could be included that if they respond seeking tax credits, it be submitted at the same time with a plan that would not use tax credits.

Discussion followed about the CRA Advisory Board reviewing the responses. Mr. Simon advised he would move the response date from the 20th to the week before so the Advisory Board would review the proposals first. Board Member McCray favored the CRA Board review the proposals before the Advisory Board. Board Member Katz agreed with Board Member McCray.

Chair Grant asked if the Board wanted the CRA Advisory Board's recommendations in the RFP/RFQ. Board Member McCray commented the CRA Advisory Board could review what the Board decides. Chair Grant also supported Respondents submit a development plan with and without the use of tax credits.

Motion

Board Member Katz moved to approve. Member McCray seconded the motion that unanimously passed.

14. New Business

A. Consideration of Terms for Lease Agreements with the City of Boynton Beach and the Boynton Beach Congregational United Church of Christ, Inc. for the CRA Owned Property located at 115 N. Federal Highway for Temporary Use as the Public Library Annex

Motion

Vice Chair Romelus moved to approve. Board Member Katz seconded the motion...

(Board Member Casello left the dais at 8:32 p.m.)

Board Member McCray asked how much rent the Church would pay per month and learned it was \$10 a month under the post occupancy agreement. Under the current post occupancy agreement, the Church is responsible to maintain the building. Once renovations are made to the interior and the Church is provided a designated space, Mr. Simon suggested the CRA make the Church responsible for maintaining anything inside their designated area. Board Member McCray asked if the Board could request the Church leave at the end of December so the Library can have a full expansion. Mr. Simon responded the Board could, but the Church was requesting they be allowed to stay past the post occupancy agreement. Board Member McCray queried if the Library needed more space after December, if they could break the lease. Chair Grant explained under the current terms, they do not have to move until December. Mr. Simon commented as a landlord, the Board would have access to the Church space with proper notice. He thought it was not worth jeopardizing the current deal to do anything past six months as the money the City saves by staying there was significant.

(Board Member Casello returned to the dais at 8:37 p.m.)

Mr. Simon explained the post occupancy agreement would end and the two new leases would apply: one with the Church and one with the City. There were so many changes that would apply that a new lease agreement was recommended by Legal and the Church. In order for the Church to agree to the new lease, the Church would stay until December and the Library would temporarily move into the Church. The only negotiable item besides the build-out costs was the ability to stay there afterwards. Board Member McCray commented with the new lease in December the Board could only approve allowing the Church to remain another six months. Mr. Simon responded if the Board motions to submit that as a term they could.

Board Member Katz agreed as it is better to leave options open. The Board could always renegotiate terms and he did not favor being locked into an extended lease agreement. Chair Grant noted if the Board made a counter offer, they may lose the use of the space for the next six months. They can negotiate to extend a date certain to vacate. He was opposed to jeopardizing the current agreement. Board Member McCray suggesting leaving the agreement the way it is now.

Attorney Duhy suggested having a term. The term could be automatically renewable unless provided with a 30 to 60-day written notice. Chair Grant suggested seeing if they would accept a one-year extension to December 2019, with a 60-day written notice. Mr. Simon could just add six months to the December date with an option to renew after that. Time is of the essence to the City. Chair Grant did not favor new terms.

Vote

The motion unanimously passed.

Later in the meeting Mr. Simon requested clarification of the motion and discussion followed. Chair Grant wanted to reconsider the matter and explained if the Board did not agree to their terms, the City cannot occupy the space until the CRA has an agreement with them. It would postpone the Library moving in.

Board Member McCray explained the Board would leave the agreement the status quo and the Library would move in and the Church use a designated space for six months until December. Chair Grant understood the Board's offer was anything past the six months is was a counter. Their request is for the full duration the Library is in the building. The Board would have to make a motion to approve their counter offer to allow the City to move in.

Attorney Duhy clarified there is a current post occupancy agreement that gives the Church the entirety of the building until December. The negotiation has been the City moves into a portion of the building for the Library. The request was the Church would rent a small area inside the building, but wanted a time extension to occupy the same smaller space. To accomplish that, there needs to be two leases. The post occupancy agreement would cease and there would be a lease negotiated with the Church for a term and a lease negotiated with the City for a term for separate spaces. The motion on the floor was to make the Church lease for a term of six months and at the end of the term, the Board could reconsider renewing the lease thereafter.

(Board Member Casello left the dais at 8:55 p.m.)

Board Member Katz suggested the Board make it clear to the Church it is not the Board's intent not to renew as he would support a renewal. He favored the opportunity to evaluate the situation as more Library space may be needed. He favored flexibility.

(Board member McCray returned to the dais at 8:57 p.m.)

Mr. Simon inquired if the Board would consider the option of allowing a portion of the first floor of the Woman's Club to be used for additional storage or usable space for the temporary Library as an option with this building in the event it was needed. Vice Chair Romelus would be amenable to the use of the Woman's Club so long as it does not interfere with regular activities. Mr. Simon would bring a formal request back to the Board. The leases would include a 30-day notice provision of intent not to renew. Chair Grant summarized the Board approved the CRA going back to the Church and City for two leases

Tim Howard, Assistant City Manager, explained the Library is the first to move after the bonds are issued at the end of July. If the City does not have a location for the Library to move with certainty, the City will have difficulty securing a mover, it will delay the Town Square project, or the City will need to find another space for the Library. Mr. Howard explained if the Church denies the six months and wants to exercise their post occupancy of the complete building, then the City has no library space and the City would not know

that until the next CRA meeting. The City released space they had secured for the Library, and the City would be back to square one.

Motion

Chair Grant put out a motion for reconsideration. Board Member Katz so moved.

Attorney Duhy recommended giving Mr. Simon the flexibility to negotiate a term of not to exceed a certain period of time. After that, it could go to six months or be a shorter term. She recommended giving Mr. Simon some flexibility so it would not require them having to come to the Board.

Chair Grant passed the gavel and moved for the following:

Motion

The motion for the Executive Director to discuss terms with the Church to consider more of a date certain than just the remaining amount of how long the Library will be is at the church with the caveat to ensure the Library is able to move forward on the time schedule. Board Member Katz seconded the motion. The motion passed 4-1, (*Board Member McCray dissenting.*)

Attorney Duhy understood the Board did not want to lose the ability to move the Library as there is no time certain that Mr. Simon was restricted by.

Vice Chair Romelus passed the gavel back to Chair Grant.

B. Consideration of Roof Replacement Contract with Advanced Roofing, Inc. for the Historic Woman's Club of Boynton Beach

Thuy Shutt, Assistant Director, presented this item. There was a visual roof inspection conducted during the due diligence pre-purchase period and the cost to replace the roof was \$223,728. Staff applied for and received a \$50,000 grant in addition to the budgeted \$200,000 to repair the roof. They want to ensure that all previously contracted events take place. Staff was seeking approval of a piggy-back contract to Advance Roofing, Inc. Piggy back contracts are permissible as long as they honor the unit pricing and the commitments listed. The alternative is the fastest way to repair the roof. She noted with all the recent rains they have had, there is a leak. The building is also historic and staff wishes to maintain the character of the building. There are two types of roofing systems and there are a few outstanding items.

Ben Bradley of Advanced Roofing was present to answer any questions. Ms. Shutt explained the company is a reputable company. They have two warranties. There is a two-year warranty on the labor, but the materials warranty would depend on the manufacturer and was being worked on. The contractor also wanted to ensure for

inclement weather, they would not be penalized, or be penalized if there is a backlog for the building permit. Staff committed to expedite the building permit and also needed to confer with the CRA insurance agent to ensure the CRA can purchase builders risk insurance. This type of insurance is usually purchased by the owner or general contractor. Advanced Roofing is not a general contractor. A proposal was included in the meeting material and staff would like to work with them to get the best warranty period possible. Staff would want a 20-year warranty, and the CRA would have to ensure the manufacturer has the proper inspection for the performance and repair work. The contract amount for Advanced Roofing to do the work would not to exceed \$384,934 including a 10% contingency fee for unanticipated costs. She noted there was some termite damage identified, and staff does not know how much damage exists. The cost also includes designs for a structural engineer to design the repair of the trusses. It included the cost of the performance and payment bond equal in cost of the repair work as well as the allowance for the inspection, design costs and structural engineering. Staff was requesting the Board authorized chair to execute agreement after repair by legal counsel and staff would like to expedite the matter and issue a Notice to Proceed so all will be completed by October 1st.

Attorney Duhy recommended the motion be for the Executive Director to have the ability to negotiate the final terms as proposed by Ms. Shutt. There are some issues being finalized. The Executive Director could be given the discretion to negotiate the rest of those consistent with the legal requirements for piggy backing which would be subject to legal review.

Chair Grant noted the building was an Addison Mizner building. He asked if the company could make all the needed improvements. Ben Bradley, Advanced Roofing, advised he was confident they could make the repairs.

Motion

Board Member McCray moved to approve.

Board Member Casello asked if the roof would match the original roof. Mr. Bradley explained the roof is made from a handmade clay tile. It will look identical. Board Member Casello seconded the motion that unanimously passed.

C. Consideration of Additional Grant Funding for the Economic Development Grant Program

Mr. Simon explained at the May meeting, the CRA Board requested staff look at the existing budget to make recommendations to supplement the funds in the economic development grant line item. Staff identified \$50,000 from the Project Funds, business marketing program line that were unused that could be transferred to the grants. Including the items approved at this meeting, there was \$18,250 in the current economic

development grant program line, unless the Board approves further funding for the remainder of the fiscal year.

Vice Chair Romelus supported the program. She noted this is what a CRA is expected to do and the program is being noticed.

Motion

Vice Chair Romelus moved to allocate the additional funds to continue the program to throughout the fiscal year. Board Member McCray seconded the motion for discussion. He asked if there are funding requests pending and learned there were.

Vote

The motion unanimously passed.

Vice Chair Romelus requested hearing item E before D. There were no objections.

E. Consideration of Award and Contract for Responses to the Invitation to Bid to Perform Landscape Maintenance Services on Properties Owned by the CRA (*Heard out of Order*)

Ms. Shutt explained this item was the result of an invitation to bid for landscape maintenance services. There are 47 properties and the CRA contracts with five entities to maintain them and spread the work around. To control costs, they issued the Invitation to Bid and conducted a sufficiency and compliance review. The lowest, most responsive bidder for the category 1 properties, which were improved properties such as the Woman's Club, the Marina and the parking lot, was Green Industry Landscaping for \$27,610 annually. The second category was for vacant CRA properties and the lowest bidder was \$22,680, however, there was a letter from Vincent and Son, indicating that unless they have both contracts, they would withdraw their bid. In that event, the next lowest bidder was LV Superior Landscaping at a cost of \$25,800 annually. LV Superior did not make it onto the staff's review list as the lowest bidder because there was a material item missing from category one. She noted in totality, the Invitation to Bid allows the Board to make a combination of awards that are in the CRA's best interest. If the Board choses to waive material requirements, or give LV Landscaping more time to provide the documents, their cost for both categories would be \$48,570. If the Board wants Vincent and Sons to also have both contracts, their total amount was \$59,160. Vincent and Sons is the only local business that qualified out of the respondents as a local preference contractor. Ms. Shutt commented the CRA has already spent \$89,570 in landscape maintenance this year. This contract will be a cost savings to the CRA because it will be a two-year contract with an option to renew for one year. Staff's recommendation was to award the contract to the two most responsive bidders for the two categories, but the Board has the ability to deviate from the recommendations. The work was split between the groupings of lots. Green was the lowest bidder for category one and Vincent was the lowest for category two.

Vincent and Son submitted a bid of \$59,000 a year for both categories. Board Member Romelus asked if Vincent submitted the highest bid for both categories and learned they were the lowest for the vacant properties, and the highest for both categories, but satisfied the CRA local preference, which is 5% or \$5,000.

Chair Grant commented staff received the letter today about the category one and two properties. He noted some landscaping companies run over the trash on site and asked if they pick it up before cutting the yard as the Heart of Boynton has decades of trash. Nicholas Petrino from Vincent and Son explained they are currently the primary and local contractors and they service CRA properties including the sign on Federal Highway and trash removal at various locations including MLK Jr. Boulevard.

Board Member Casello inquired what made Mr. Petrino decide not to service the category two properties and learned when they responded, they bid it as a whole contract and submitted lower numbers on the lots thinking they would bid the entire contract. When they found out they would be awarded only the one lot, it was not financially feasible and they would lose about \$800 a month. Vincent and Sons was about \$5,700 more than the other respondent responding to both lots. The 5% or \$5,000 local preference which ever was less was \$1,380.50. The 5% on the bid category would not apply, but if looking at the cost benefit of having a local business for the price difference of \$5,750, the company would be in the area and available and it could be considered a public benefit because it builds wealth in the community and they are paying taxes. Board Member Casello liked hiring locally. There was discussion about combined offers. Staff has to stick with requirements, but the Board has to weigh the public benefit and waive minor inconsistencies.

Board Member McCray inquired if Vincent and Sons handled the medians and learned they maintain and handle trash along the Federal Highway median, the parks along Federal Highway, Gateway Boulevard, Boynton Beach Boulevard, and Congress Avenue from Gateway to Delray Beach. Board Member McCray asked how high the hedges had to grow in the medians before they are cut. Mr. Petrino explained it is in the contract and they are discussing it with Glenda Hall, Forestry and Grounds, and she has been meeting with them about specifications about how she wants the hedges shaped and about the height moving forward.

Motion

Vice Chair Romelus received confirmation Green bid for both categories at \$110,000, Vincent and Sons at \$59,160 and LV Superior at \$48,570. Vice Chair Romelus favored Vincent as the local preference for both categories as the CRA has paid \$89,000 this fiscal year and so moved.

Yeddi Season, Green Industry Landscaping, was the lowest bidder for the category one, but was much higher for the combined category two. The company has over 20 years of agricultural experience and five years of landscaping experience handling commercial landscaping in addition to residential. They visited the subject site and took into consideration the size of the tree. All workers are tree trimming licensed as well as licenses in fertilizing. They have commercial pest control operators, and are specialists. She explained if bidding low, corners will be cut and they will not do what they are required. The company gives a true estimate. They are not from Boynton Beach and were notified at 2 p.m. to attend and they did. She advised they are motivated and would do the job well or not bid at all.

Board Member McCray asked Mr. Petrino if they handle the medians on Seacrest and learned they do not. Vincent and Sons has been in the City for five years.

Vote

Board Member Katz seconded the motion that unanimously passed. Both bids were awarded to Vincent and Sons.

D. Consideration and Discussion of Fiscal Year 2018/2019 Budget

Mr. Simon explained the Board will review the Debt Service Fund and the Project Fund including the CRA's obligations under the Board's current Tax Increment Financing (TIF) agreements. There are three funds in the current Operations including the General Fund, which contains the Administrative, General Operation, Insurance, Property Maintenance, CRA Board and CRA Advisory Board Expenses and Marina related items. The Project Fund contains all the Capital Projects, Development Projects, Initiatives, Property Acquisition Funds, Local Business Grants, Promotional Events and Innovative Policing Program. The third Fund within Operations is the Debt Service fund, which contains the CRA's Financial Debt Obligations for Bonds and Encumbrances and the TIF Agreements the Board has.

A snapshot of the CRA TIF was viewed. The balance of funding after TIF obligations reflected there was available project funding in the amount of \$6,170,803. The Town Square Project would use \$3,700,000 and was encumbered as an obligation to the City. Staff took two categories of project funds and placed an amount for the Special Events. Neighborhood Policing and Marketing assistance programs for local business. The Board could eliminate all three of those items or leave as is.

The MLK Corridor Redevelopment line item had \$1,200,000, and there was no money spent to date. The Board could roll it over or leave the amount. Staff has been working with the City on the Sara Sims project. This year \$600,000 was dedicated to the project to match the City's \$700,000 to complete the project for \$1.3 million. Mr. Simon anticipated the project cost would increase due to the cost of materials and other factors and worked with Kimley Horn and the City on ways to adjust the scope. Staff would make

a presentation at the July meeting on the final design. He anticipated it would be more like \$1.5 or \$1.7 million. It was also noted any of the line items could be changed before adoption of the budget in September. Mr. Simon explained there was no need to add more funding for the Ocean Breeze East project.

As to the funding for Sara Sims, all agreed the \$600,000 CRA commitment and \$700,000 from the City was done. Discussion followed if they commit to a certain amount of money, they should stick with it as they have a budget. Vice Chair Romelus agreed that over time, prices change. She favored keeping the \$600,000 and having a later conversation. Board Member McCray agreed with rolling the \$600,000 over.

Board Member Katz wanted to see the next year's budget projections assuming they rolled everything over so he could see what was available and what he would endorse. He wanted to see the commitments already made and roll over all unused funds into the same categories next year and then adjust. Vice Chair Romelus agreed and asked what the balance would be. Some of the line items had funds encumbered, but not yet spent.

Vicki Hill, Finance Director, explained there is \$6.1 million and after all the funding commitments such as the Ocean Breeze East, Town Square, Neighborhood Officer Program and the marketing programs, there is \$1.4 million left to allocate. Staff will advise what can be rolled over, and what is extra next month.

Vice Chair Romelus favored reallocating at least \$500,000 for the Economic Development Grants. Board Member McCray noted staff recommended decreasing the community policing by \$2,000. Ms. Hill explained the reduction was in the miscellaneous office supply and miscellaneous promotional line items. The Neighborhood Officer Program will also save rent now that they are working out of the Carolyn Sims Center.

Professional services had \$325,000 and of that, \$185,000 could be rolled over.

Mr. Simon asked if the Board wanted to continue special events, the Neighborhood Police Units and economic development grants. Chair Grant commented the Board was not looking at all the programs and the budget. Board Member Katz requested adjusting the budget from 17/18 and strike through if funds were spent reflecting the remaining available funds. Ms. Hill agreed to do so.

Chair Grant went to the Boynton Beach Dive Center and spoke to them and Mr. Simon about a line fish tournament. There are multiple diving businesses and the closest line fish tournaments are in Jupiter or Ft. Lauderdale. He would like to promote the City's diving industry. Vice Chair Romelus noted Boynton Beach is closest to the Gulfstream and has the best reefs behind Key West or possibly Australia.

15. CRA Advisory Board

A. CRA Advisory Board Agenda - June 7, 2018

B. Approval of CRA Advisory Board Meeting Minutes - May 03, 2018

Board Member McCray asked if the Board had to approve the CRA Advisory Board meeting minutes and learned they approve their own minutes. It was suggested the item read meeting minutes.

- C. Pending Assignments
 - 1. None
- D. Reports on Pending Assignments
 - 1. None
- E. New Assignments
 - 1. None

16. Future Agenda Items

- **A.** Consideration of an RFP/RFQ for the CRA Owned Property Located at NE 4th and NE 5th Avenues, a/k/a the Cottage District
- B. Boynton Beach Boulevard Streetscape Improvement Project Update
- C. Sara Sims Park Project Update
- **D.** Consideration and Discussion of the Letter Submitted by the Community Caring Center Boynton Beach, Inc. (CCC), for their property located at 145 NE 4th Ave, Boynton Beach, Florida

17. Adjournment

Motion

Vice Chair Romelus moved to adjourn. Board Member Casello seconded the motion that unanimously passed. The meeting was adjourned at 9:47 p.m.

Catherine Cherry
Minutes Specialist



CRA BOARD MEETING OF: August 14, 2018

OLD BUSINESS

AGENDA ITEM: 13.A.

SUBJECT:

Boynton Beach Boulevard Streetscape Improvement Project Update on Decorative Sidewalk Operations and Maintenance Costs

SUMMARY:

At the July 10, 2018 meeting, Mr. Jonathan Haigh from Kimley-Horn and Associates, Inc. (KHA) provided a status report on the project which includes cost estimates for the decorative pavement treatments and the Transportation Planning Agency Local Initiative (TPA LI) grant program's ranking. The City/CRA's Boynton Beach Boulevard Complete Street Application was ranked 4th out of 11 applications and is in a good position receive \$2,232,414 in TPA LI Funds pending TPA Board approval on September 20, 2018 (Attachment I).

The CRA Board approved the full uninterrupted waves and requested that the KHA consult with City staff and provide operations and maintenance costs for the decorative pavement treatment at the next Board meeting. After consultation with the City Engineer, KHA found out that since there are currently no decorative sidewalks that are maintained by the City, the requested costs are therefore not available. KHA was able to get comparable maintenance costs from the West Palm Beach Downtown Development Authority for their decorative pavement treatment (Attachment II).

CRA staff reviewed this information with the City Engineer and estimates that the annual maintenance cost for the sidewalk to be approximately \$56,250 for a vendor to pressure wash the sidewalk using an eco-friendly cleanser and collecting the water runoff for re-use. Additionally, the cost to reseal the colored concrete portion of the sidewalk (full uninterrupted waves) every 2-3 years is \$42,500 (\$14,167 per year). The estimated total annual cost for the maintenance of the decorative sidewalk is approximately \$70,500.

As a clarification to the Board's question regarding the total cost of the project (with and without the grant funds) based on the FDOT approved cross sections, the breakdown of the costs is provided in Attachment III.

FISCAL IMPACT:

FY 2017-2018 Budget, Project Fund, line item 02-58100-203 - \$600,410.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan, Boynton Beach Boulevard District -

Streetscape

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

To be determined following Board discussion.

ATTACHMENTS:

Description

- Attachment I Draft TPA LI Grant Application Priority Project Scoring
- Attachment II KHA Estimates for Decorative Sidewalk Maintenance
- Attachment III Boynton Beach Boulevard Project Cost Estimates (With and Without Grant)

From: Margarita Pierce < MPierce@palmbeachtpa.org >

Sent: Thursday, June 28, 2018 7:22 AM

Cc: Renee Cross < RCross@palmbeachtpa.org; Andrew Uhlir < AUhlir@palmbeachtpa.org; Nicholas

Hernandez < NHernandez@palmbeachtpa.org >

Subject: Palm Beach TPA July Advisory Committee Meetings Cancelled

Palm Beach TPA Advisory Committee Representatives, Alternates and Others:

Please be advised that the July advisory committee meetings are being cancelled by the TPA Executive Director due to insufficient business. Also as a reminder, there are no meetings scheduled for August. The next TAC and CAC meeting will be held on September 5th and the BTPAC meeting on September 6th.

Because several members have requested this information, we have attached the draft scores of the priority projects that were submitted for the TPA's Local Initiatives and Transportation Alternatives Programs. Please note that the list of prioritized projects for both programs will be presented to the TPA Committees for input at the September meetings and to the TPA Board for approval on September 20, 2018. *This list is not yet finalized - pending eligibility issues may eliminate a few of the projects. More information will provided during the September meetings.

If you have any questions please let me know. We wish you all a happy and safe Fourth of July!

Best regards,

Margie

Margarita Pierce

EXECUTIVE ASSISTANT
2300 N Jog Rd. 4th Floor | West Palm Beach, FL 33411
Direct 561.478.5745 | Main 561.684.4170
Web | Facebook | Twitter | LinkedIn



2018 Local Initiatives (LI) Scoring

Cost estimates are being finalized. Estimates and final funding request to be finalized for September committees meetings.

Applicant	Project Description	Score	LI Funds Requested	Total Project Cost	Cumulative Total
Westgate CRA	Westgate Avenue Complete Streets	43.3	\$2,407,367	\$3,016,777	\$2,407,367
PalmTran	Onboard ITS Technologies	42.0	\$4,792,000	\$4,792,000	\$7,199,367
West Palm Beach	Parker Avenue Complete Streets	37.2	\$5,000,000	\$8,731,025	\$12,199,367
Boynton Beach	Boynton Beach Blvd complete streets	36.9	\$2,232,414	\$2,771,067	\$14,431,781
Palm Beach County	Lyons Rd/Sansbury Way Separated Bike Lanes	36.0	\$3,217,119	\$4,960,795	\$17,648,900
Delray Beach	Linton Blvd Protected Bike Lanes	34.8	\$998,498	\$5,592,833	\$18,647,398
Boca Raton	Adaptive Control Systems	28.0	\$2,722,765	\$3,120,365	\$21,370,163
Wellington	Greenbriar Blvd Bike Lanes	26.8	\$1,095,082	\$2,161,583	\$22,465,245
Delray Beach	Germantown Rd Complete Street	26.0	\$6,814,405	\$11,603,773	\$29,279,650
Boca Raton	St Andrews Shared-Use Pathway	18.8	\$1,017,469	\$1,537,826	\$30,297,119
Royal Palm Beach	La Mancha Ave Extension	13.1	\$2,084,602	\$2,582,681	\$32,381,721

Approximate total available for FY 24 \$20,000,000

Total Requested \$32,381,721

2018 Transportation Alternatives (TA) Scoring

Cost estimates are being finalized. Estimates and final funding request to be finalized for September committees meetings.

BTPAC Rank	Applicant	Project Description	Score	TA Funds Requested	Total Project Cost	Cumulative Total
1.82	West Palm Beach	Clear Lake Trail North (Phase 1)	67.8	\$999,975	\$1,808,875	\$999,975
2.45	PalmTran	Bicycle racks on fixed-route bus fleet	69.0	\$400,000	\$400,000	\$1,399,975
3.45	Greenacres	Dillman Trail	59.3	\$561,200	\$733,610	\$1,961,175
4.27	Boca Raton	SW 18th St. Sidewalk	61.3	\$1,000,000	\$1,637,931	\$2,961,175
5.27	Westgate CRA	Belvedere Heights streetlights & sidewalks - Phase II	54.9	\$956,248	\$1,499,643	\$3,917,423
5.63	Palm Beach County CR A1A/Ocean Drive Pedestrian Crossing Enhancements		55.0	\$647,199	\$845,164	\$4,564,622
5.64	Wellington	Greenview Shores Bike Lanes	49.2	\$680,622	\$1,395,141	\$5,245,244
7.27	Delray Beach	Brant Bridge Loop Connector Extension	47.5	\$535,541	\$1,199,671	\$5,780,785

Approximate total available for FY 22 \$3,100,000

Total Requested \$5,780,785

From: Haigh, Jonathan < jonathan.haigh@kimley-horn.com>

Sent: Tuesday, July 31, 2018 5:48 PM

To: Shutt, Thuy <ShuttT@bbfl.us>; Dunmyer, Gary <DunmyerG@bbfl.us>

Cc: Mack, Andrew <MackA@bbfl.us>; Simon, Michael <SimonM@bbfl.us>; Mufleh, Marwan

<Marwan.Mufleh@kimley-horn.com>; Emmons, Erin <Erin.Emmons@kimley-horn.com>; Richter, Tricia

<Tricia.Richter@kimley-horn.com>

Subject: RE: Maintenance and Operations Costs for Colored Concrete Sidewalk on BBB Streetscape

Project

Thuy,

I spoke to Raphael Clemente, the Director of the West Palm Beach DDA. They pay \$200,000 (annually) to a vendor for pressure washing approximately one mile of Clematis Street plus a little down the side streets. Their vendor (Green Earth: http://greenearthpowerwash.com/) uses eco-friendly cleansers and even collect a portion of the water runoff for re-use. They wash monthly, plus up to three special partial washes after big events on the street)

The portion of Boynton Beach Boulevard is about 3/4 the length of total roadway washed for Clematis Street, so I imagine the same level of service could be had for around \$150,000/ year. You may be able to find a cheaper vendor for this same work, but I thought this was a good place to start. The pressure washer should use a lower pressure rotating head to perform the work.

Regarding sealing the colored concrete, applications may only be needed every 2-3 years. A contractor gave me a price of \$1.25/ SF. If only the colored parts were sealed for the full-length Wave concept, that would be \$42,500 every 2-3 years. We recommend a water-based penetrating sealer rather than a clear, glossy sealer (those can be very slippery)

Here are some concepts on maintaining colored concrete...

https://www.concretenetwork.com/concrete/cleaning concrete/

https://www.concretenetwork.com/clean-seal-concrete/colored.html

https://www.concretenetwork.com/concrete/maintaining/sealingcolored.htm

Let me know if you need anything else on this. Thanks!

Jonathan Haigh, PLA, ASLA

Kimley-Horn | 1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411

Direct: 561 840 0233 | Mobile: 561 951 0626 | www.kimley-horn.com

Boynton Beach Boulevard Complete Street Improvements											
Funding Source	Limits	FDOT	City of Boynton Beach*	Fund Availability							
TPA Grant	NW 3 rd Street to US-1	\$ 1,629,975.16	\$ 848,433.30	FY 2022-23							
	NW 3 rd Street to I-95**	-	\$ 327,147.11								
No Grant	NW 3 rd Street to US- 1**	-	\$2,478,408.46	-							
No Grant	I-95 to US-1**	-	\$2,805,555.57	-							

^{*} Includes Decorative Sidewalks

Notes:

- 1. TPA Grant limits are from NW 3rd Street to US-1
- 2. FDOT I-95 and Boynton Beach Interchange Project Limits are from NW 3rd Street to I-95 (within CRA)

The aforementioned opinion of probable cost is based on preliminary plans. The costs shown are based on Engineer's assumptions which will vary upon the commencement of the construction documents for this project. The Engineer does not guarantee that the opinion of probable cost gives a true/accurate budgetary reflection of future costs. Since the Engineer has no control over time, labor and material cost furnished by others, or over methods of determining prices, or market conditions, all opinions rendered herein as to cost, represent its best judgment; the Engineer does not guarantee that actual cost will not vary from opinion of probable cost. This estimate is based on a very preliminary master plan without the benefit of survey. It does not account for inflation nor for right-of-way acquisition costs.

^{**} Costs only includes improvements not covered in FDOT base costs for I-95 and Boynton Beach Interchange project between NW 3rd Street to I-95.

ENGINEERS COST ESTIMATE - TPA Grant

(Must be Used for Projects Administered by FDOT)

Project Description: Boynton Beach Boulevard from NW 3rd Street to US-1 (Federal Highway)

				Part	icipating			Non-pa	rticipating (L	cal fund	is)		1
Pay Item				_	neer's Unit				Engineer's			Total	
Number*	Pay Item Description*	Quantity	Unit		Cost	Engineer's Subtotal Cost	Quantity	Unit	Unit Cost	Engi	neer's Subtotal Cost	Quantity	Total Engineer's C
	Roadway			1.				1					Ι.
101-1	MOBILIZATION	1	LS	\$ 1	147,025.00	\$ 147,025.00				\$	-	1	\$ 147,02
101-2	MAINTENANCE OF TRAFFIC	1	LS	\$ 1	183,780.00	\$ 183,780.00				\$	-	1	\$ 183,78
110-4-10	REMOVAL OF EXISTING CONCRETE					\$ -	5100	SY	\$ 17.	32 \$	90,882.00	5100	\$ 90,88
160-4	TYPE B STABILIZATION	150	SY	\$	5.21	\$ 781.50				\$	-	150	\$ 78
285-709	OPTIONAL BASE, BASE GROUP 9	150	SY	\$	14.01	\$ 2,101.50				\$	-	150	\$ 2,10
327-70-1	MILLING EXIST ASPHALT PAVEMENT, 1" AVG DEPTH	20300	SY	\$	2.39	\$ 48,517.00				\$	-	20300	\$ 48,51
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	17	TN	\$	133.52	\$ 2,269.84				\$	-	17	\$ 2,26
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	1100	TN	\$	81.16	\$ 89,276.00				\$	-	1100	\$ 89,27
425-1-201	INLETS, CURB, TYPE 9, <10'	1	EA	\$	6,452.79	\$ 6,452.79				\$	-	1	\$ 6,45
425-1-351	INLETS, CURB, TYPE P-5, <10'	1	EA	\$	5,112.38	\$ 5,112.38				\$	-	1	\$ 5,11
425-1-355	INLETS, CURB, TYPE P-5, PARTIAL	3	EA	Ś	5,233.96	\$ 15,701.88				\$	-	3	\$ 15,70
425-1-361	INLETS, CURB, TYPE P-6, <10'	3	EA	Ś	5,384.76	\$ 16,154.28				\$	-	3	\$ 16,15
425-1-365	INLETS, CURB, TYPE P-6, PARTIAL	4	EA	Ś	4,756.36	\$ 19,025.44				\$	_	4	\$ 19,02
425-1-451	INLETS, CURB, TYPE J-5, <10'	5	EA	Ś	7,109.48	\$ 35,547.40				\$	_	5	\$ 35,54
425-1-461	INLETS, CURB, TYPE J-6, <10'	1	EA	Ś	7,454.12	\$ 7,454.12				\$		1	\$ 7,45
		4		, ,						\$			
425-2-43	MANHOLES, P-7, PARTIAL	4	EA	\$	3,655.65	\$ 14,622.60					-	4	\$ 14,62
425-5	MANHOLE, ADJUST						5	EA	\$ 353.		1,766.80	5	\$ 1,76
425-6	VALVE BOXES, ADJUST			ł			30	EA	\$ 299.		8,982.60	30	\$ 8,98
	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"SD	60	LF	\$	63.53	\$ 3,811.80				\$	-	60	\$ 3,81
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	20	LF	\$	67.35	\$ 1,347.00				\$	-	20	\$ 1,34
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	8	LF	\$	87.98	\$ 703.84				\$	-	8	\$ 70
430-174-154	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54"SD	16	LF	\$	190.68	\$ 3,050.88				\$	-	16	\$ 3,05
430-174-178	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 78"SD	32	LF	\$	879.67	\$ 28,149.44				\$	-	32	\$ 28,14
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	8090	LF	\$	18.98	\$ 153,548.20				\$	-	8090	\$ 153,54
522-1	CONCRETE SIDEWALKS AND DRIVEWAYS, 4" THICK	3210	SY	\$	37.86	\$ 121,530.60	2690	SY	\$ 37.	36 \$	101,843.40	5900	\$ 223,37
522-2	CONCRETE SIDEWALKS AND DRIVEWAYS, 6" THICK	605	SY	\$	50.21	\$ 30,377.05	850	SY	\$ 50.	21 \$	42,678.50	1455	\$ 73,05
	Signing and Pavement Marking												
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	25	AS	\$	355.09	\$ 8,877.25				\$	-	25	\$ 8,87
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	525	LF	\$	1.56	\$ 819.00				\$	-	525	\$ 81
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	130	LF	Ś	3.28	\$ 426.40				\$	-	130	\$ 42
711-11-160	THERMOPLASTIC, STNADARD, WHITE, MESSAGE OR SYMBOL	51	EA	Ś	140.38	\$ 7,159.38				\$	-	51	\$ 7,15
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.86	GM	Ś	4,222.37	\$ 3,631.24				\$	_	0.86	\$ 3,63
	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP	1.7	GM	ć	1,330.01	\$ 2,261.02				\$		1.7	\$ 2,26
	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.86	GM	Ś	4,222.37					\$		0.86	\$ 3,63
711-10-201		0.80	GIVI	۱۶	4,222.37	3 3,031.24				٦	-	0.80	3,03
620.2.44	Lighting	6070		T	7.04	Å 40.364.00		1		Τ,		6870	\$ 48,36
	CONDUIT, F&I, OPEN TRENCH	6870	LF	\$	7.04	\$ 48,364.80				\$	-	57	
	PULL & SPLICE BOX, F&I, 13" x 24"	57	EA	\$	589.40	\$ 33,595.80				\$	-		,
	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8-6	20610	LF	\$	1.64					\$	-	20610	\$ 33,80
	LOAD CENTER, F&I, SECONDARY VOLTAGE	1	EA	\$	12,347.67	\$ 12,347.67				\$	-	1	\$ 12,34
	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	57	EA	\$	579.28	\$ 33,018.96				\$	-	57	\$ 33,01
	LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, SINGLE ARM SHOULDER MOUNT, CONCRETE, 15'	57	EA	Ś	7,373.71	\$ 420,301.47				Ś		57	\$ 420,30
713-311-313		37	LA	1 3	7,373.71	3 420,301.47				٦	-		
522.2	Hardscape			1		<u> </u>	2740		4.63	20 6	502 200 00	2740	6 602.20
	ALTERNATE DECORATIVE "WAVE" PATTERN, NON-VEHICULAR AREAS			-		\$ -	3718	SY	\$ 162.		602,280.00	3718	\$ 602,28
	ALTERNATE DECORATIVE CROSSWALKS, VEHICULAR AREAS	411	SY	\$	153.00	\$ 62,900.00		-		\$	-	411	\$ 62,90
751-37	TRASH CAN	5	EA	\$	2,000.00		.	-		\$	-	5	\$ 10,00
751-38-11	BENCHES	5	EA	\$	2,500.00	\$ 12,500.00				\$	-	5	\$ 12,50
		Fu	nds for Cons	truction	n	\$ 1,629,975.16	Local	Funds for Co	nstruction	\$	848,433.30	Subtotal	\$ 2,478,40
		-					2						
	DESIGN (FDOT IN-HOUSE/CONSULTANT)	1	LS LS		12%	\$ 195,597.02 \$ 114,098.26	 	-	1	_			
	ENVIRONMENTAL SERVICES CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI)	1	LS		7% 17%	\$ 114,098.26 \$ 277,095.78							
	POST DESIGN SERVICES	1	LS	L	8%	\$ 15,647.76							
					·								
	CONTINGENCY		Contingency	is not a	FHWA Part	cipating Item	1	LS	1	\perp			
		1						l	1				
							FDOT				d as an FHWA		
						\$ - \$ 2,232,413.98	FDOT		oport must be Participating I		d as an FHWA 848,433.30		\$ 3,080,84

FDOT REVIEW OF THE PROJECT AND OVER THE LIFE OF THE PROJECT BASED ON THE PROJECT'S COMPLEXITY. THE LOCAL AGENCY WILL BE RESPONSIBLE FOR ALL COSTS IN EXCESS OF THE FDOT FUNDING ALLOCATION. THIS IS ONLY A GUIDE.

Participating

PE Number: 45329

Estimate Prepared by: Marwan H. Mufleh, P.E.

Date: 3-1-18

Estimate

Participating

DESIGN, ENVIRONMENTAL, CEI, AND POST DESIGN SERVICES FEE GUIDELINES:

Construction Cost DESIGN: Design Fee

\$0-\$150,000 \$150,000 - \$300,000 22% of Construction Estimate 19% of Construction Estimate \$300,000 - \$800,000 16% of Construction Estimate Over \$800,000 12% of Construction Estimate

ENVIRONMENTAL Construction Cost \$500,000 - \$1 million Over \$1 million

Environmental Fee 15% of Construction Estimate 10% of Construction Estimate 7% of Construction Estimate

NOTE: Environmental fees consider, but are not limited to, standard Categorical Exclusion (Type 1 or PCE), CRAS Report, Section 4f, Wetland Survey, Endangered Species Relocation, Contamination, Mitigation, etc. Additional fees will be required for: Lane Elimination Analysis and Documentation; Traffic Data Collection; Traffic Projections and Analysis; Public Involvement. Please contact Christine Fasiska at FDOT District 4 (954-777-4480) to coordinate the cost for these items.

30% of Construction Estimate \$500,000 - \$1 million 20% of Construction Estimate \$1.0 - \$3.5 million 17% of Construction Estimate POST DESIGN: Construction Cost Post Design Fee All Projects 8% of **DESIGN** Estimate

All projects will utilize FDOT pay items numbers, descriptions and unit prices; FDOT design and construction specifications and standards. Statewide unit prices can be found at the following link:

 $\underline{http://www.dot.state.fl.us/programmanagement/Estimates/HistoricalCostInformation/HistoricalCost.shtm}$

Non-participating items:

** Utility work -- this includes, but is not limited to: valve/manhole adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc...

Other elements may be non-participating - this will be determined on a project-by-project basis; listed above are commonly used non-participating pay items.



CRA BOARD MEETING OF: August 14, 2018

OLD BUSINESS

AGENDA ITEM: 13.B.

SUBJECT:

Consideration of Pathways to Prosperity's Second Quarter Reimbursement Request for the Nonprofit Organization Grant Program

SUMMARY:

On February 13, 2018, the CRA Board approved a grant in the amount of \$32,077 to Pathways to Prosperity (P2P) for its business incubator component (Circles Incubator) within its existing Circles Palm Beach County social service program in accordance with the Nonprofit Organization Grant Program. A grant agreement was executed on March 13, 2018 (Attachment I). Of the \$32,077, \$25,000 is for the salary for the Business Incubator Coordinator and the remaining \$7,077 will be used towards direct program expenses. The first Quarterly Report and requests for reimbursement was due on July 1, 2018 for the reporting period of March 13, 2018 to June 30, 2018 according to Section 4.D of the grant agreement. The CRA has 30 days to review a complete reimbursement request and issue payment to P2P.

On July 3, 2018, P2P submitted their request for reimbursement via email (Attachment II - Excerpts from Financial Report, timesheets with review comments only). On July 12, 2018, CRA staff issued a letter itemizing the required items upon completion of its sufficiency review (Attachment III). P2P submitted an incomplete response on July 31, 2018 and a second Sufficiency Letter was issued on August 3, 2018 for the outstanding items (Attachment IV). A detailed Reimbursement Request Tracking Log is included as Attachment V). As of August 7, 2018, additional documents have not been received to address the outstanding comments.

Pursuant to Section 4.C.2, Results and Deliverables, "...If P2P is unable to recruit or maintain a minimum of three (3) Circles Incubator Clients who reside in or intend to open independent businesses within the CRA Area by June 30, 2018, the CRA Board may reconsider the amount to be reimbursed upon review of P2P's quarterly report and applicable documents at its next available regular meeting." This condition was recommended by CRAAB and supported by the CRA Board to ensure that P2P's progress is monitored for compliance at the mid-point of the six month grant period.

Staff has reviewed the documents submitted to date for compliance to Section 4.C.2 of the grant agreement. Of the reported 19 Circles Incubator Clients, eight clients are from Boynton Beach based on the driver's licenses that were submitted. Of the eight Boynton residents, two reside in the CRA Area (Attachment VI) and one client's driver's license is unreadable and therefore proof

of residency must be submitted. Section 4.C.2 allows the Incubator Clients to be either a resident within the CRA Area or Incubator Clients who intend to open independent businesses within the CRA Area. In order to receive reimbursement of the salary for the Business Incubator Coordinator, P2P will need to resubmit the requested information on the sufficiency letters for CRA staff to verify full compliance.

CRA staff will continue to work with P2P unless otherwise directed by the Board.

FISCAL IMPACT:

FY 2017-2018 Budget, Project Fund, line item 02-58500-470 - \$32,077

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

To be determined following Board discussion.

ATTACHMENTS:

Description

- Attachment I Fully Executed P2P NOGP Grant Agreement
- Attachment II Excerpts from July 3, 2018 P2P NOGP Quarterly
- Reimbursement Submission
- Attachment III 7-12-18 Sufficiency Letter
- Attachment IV 8-3-18 Sufficiency Letter with Excerpts from July 31, 2018
- [⊔] Resubmittal
- Attachment V P2P NOGP Reimbursement Request Tracking Log
- Attachment VI Circles Incubator Clients CRA Area Address Verification

AGREEMENT TO FUND BUSINESS INCUBATOR PROGRAM SERVICES TO PATHWAYS TO PROSPERITY, INC.

This Agreement for the funding of business incubator program services ("Agreement") is entered into this _____ day of March 13, 2018, by and between the:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA"), a public agency created pursuant to Chapter 163, Part III, Florida Statutes, with a business address of 710 North Federal Highway, Boynton Beach, Florida 33435;

and

the PATHWAYS TO PROSPERITY, INC., ("P2P"), a Florida Not-For-Profit Corporation, with a business address of 970 N. Seacrest Boulevard, Boynton Beach, FL 33435.

RECITALS

WHEREAS, the CRA recognizes that the future economic health of the Boynton Beach Community Redevelopment Area ("CRA Area") residents and businesses, and the City of Boynton Beach ("City"), depends upon small businesses; and

WHEREAS, the CRA recognizes that many of the small businesses within the City are facing challenges due to economic conditions; and

WHEREAS, business development organizations, specifically including P2P, nurture the development of entrepreneurial companies by providing business support services and by allowing individuals to share resources with industry experts; and

WHEREAS, the CRA Board anticipates that P2P will assist in providing training leading to economic opportunities in the CRA Area, enhancing the entrepreneurial climate in the CRA Area, retaining talents and business in the CRA Area, and diversifying the local economy; and

WHEREAS, business training programs meet the CRA's objective of economic development within the CRA Area per Chapter 163, Part III, Florida Statutes and with further the objectives of the CRA Plan; and

WHEREAS, The CRA recognizes that P2P's business development component of the Circles Palm Beach County ("Circles") is a business incubator program which is a unique and innovative model specific to training individuals who wants to start their own businesses within the CRA Area; and

WHEREAS, it is likely that P2P's Circles clients would have substantial costs associated with obtaining their own resources and training individually; and

WHEREAS, the CRA Board approved the Fiscal Year 2017-2018 budget at the September 19, 2017 meeting, which included funding the Nonprofit Organization Grant Program (NOGP) for the Economic/Business Development category, to support eligible nonprofit organizations with projects and programs that will create jobs and economic opportunities in the CRA District and further the CRA Plan;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

<u>Section 1</u>. <u>Incorporation</u>. The foregoing recitals and all other information above are true and correct at the time of the execution of this Agreement and are hereby incorporated herein as if fully set forth.

<u>Section 2</u>. <u>Effective Date</u>. This Agreement shall be effective on the date the last party to sign executes this Agreement ("Effective Date").

<u>Section 3.</u> Goals of the NOGP Funded by the CRA. The goal of the NOGP is to assist City residents and business, especially those located in the CRA Area, in starting or expanding small businesses in furtherance of the CRA Plan, as it may exist from time to time. P2P will assist both experienced and inexperienced business clients and provide training and counseling services on a variety of topics to help current and aspiring business owners become successful business owners. This Agreement shall be interpreted to further these goals and the CRA Plan.

Section 4. Requirements

A. <u>Scope of Work.</u> P2P will run the Circles Incubator Program to assist Boynton Beach residents and businesses who desire to start up a small business or accelerate the growth of an existing business (Circles Incubator Clients). P2P will use its best efforts to ensure that the business development component of the Circles Program will provide a nurturing learning and production environment for small businesses, individual entrepreneurs, and minority and women-owned businesses. P2P will assist both experienced and inexperienced business clients and provide training and counseling services on a variety of topics to help current and aspiring business owners become successful business owners.

B. <u>Eligibility.</u> The parties agree that entrepreneurs, start-up business, new businesses and existing businesses shall be eligible for the Circles Incubator Program.

C. Results and Deliverables. P2P will:

- 1. Provide a report (Quarterly Report) to the CRA according to the schedule in Section 4.D of this Agreement. Failure to submit a Quarterly Report constitutes an event of default pursuant to this Agreement and renders P2P ineligible to receive funding pursuant to this Agreement until such default is cured. The CRA will not process requests for reimbursement until the default is cured. The Quarterly Report must contain an update on each item listed in this Paragraph (Paragraph C. Results and Deliverables).
- 2. Develop three (3) new business entrepreneurs who are ready to open a business by September 30, 2018. P2P will provide evidence to the CRA of this by submitting incorporation or other business formation documents, proof of business space leased, evidence of interactions with customers such as but not limited to, business website or social media activities, or appropriately redacted order forms or receipts, or other documentation acceptable to the CRA.

If P2P is unable to recruit or maintain a minimum of three (3) of the Circles Incubator Clients who reside in or intend to open independent businesses within the CRA Area by June 30,

- 2018, the CRA Board may reconsider the amount to be reimbursed upon review of P2P's quarterly report and applicable documents at its next available regular meeting.
- 3. Conduct quarterly workshops/training. P2P will submit with each Quarterly Report copies of sign-in sheets from the quarterly meetings. The sign-in sheets must include the following information:
 - a. Name and Description of workshop or training, including the date, location and time of the workshop or training.
 - b. Name of participant(s), business name of participant(s) (if applicable), type of business, address, telephone number, email address of participant(s).
- 4. Create a cumulative list of Circles Incubator Clients ("Client List") and provide proof of residency for all clients as of March 13, 2018. Acceptable forms of proof of residency include driver's licenses, business and corporate documents, business licenses and other forms of proof the CRA deems acceptable. The Client List must indicate whether each client is existing or new and if any Circles Client is on a previous report or has dropped out of the Circles Program. After the first Quarterly Report, P2P shall be required to submit proof of residency documents only for new Circles Incubator Clients.
- 5. Provide statistics on Circles Incubator Clients who have graduated from the Circles Incubator Program ("Incubator Program Graduates"), including a list of Incubator Program Graduates who have started or expanded their businesses. In the Quarterly Report, P2P must provide copies of leases for businesses of Incubator Program Graduates and a description of the business that has been started or expanded as a result of the Circles Incubator Program.
- **6.** Make active efforts to ensure that a minimum of 25% of the Circles Incubator Clients and Circles Incubator Graduates reside in or intend to open independent businesses within the CRA Area, and provide written or marketing materials used to meet this goal. P2P will provide an update on progress towards this goal in each Quarterly Report.
- 7. Obtain and provide to the CRA data on the economic impact of the Circles Incubator Program, which shall include business data of Circles Incubator Clients and Incubator Program Graduates, such as tax returns filed with the Internal Revenue Service, and other summary data related to economic impact in the CRA area.
- 8. Provide financial statements for the Incubator Program. P2P will hire, at its own expense, an independent Certified Public Accountant to provide the CRA with a review of the most recent Financial Statement Review for the Circles Incubator Program that must be submitted to the CRA as soon as completed and prior to any additional funding consideration by the CRA. Quarterly financial statements are due on the schedule outlined in Section 4.D of this Agreement. This paragraph shall not be read to require financial statements from all Incubator Program Clients and Incubator Program Graduates.
- 9. Undertake Circles Incubator Program marketing outreach activities to recruit participants who are new or existing small business owners that focus on similar industries as listed in the NOGP CRA Funding Framework. Marketing efforts will be towards persons who are residents of the City of Boynton Beach or own and operate a small business located in the City of Boynton Beach, with an effort to reach businesses and residents in the CRA Area. Recruitment of participants for the program will be from word of mouth, direct marketing,

publicity mailings, email, press releases, attendance at local business events, and referrals by the local Boynton Beach community organizations. P2P shall provide copies of marketing materials with each Quarterly Report.

D. Reporting and Reimbursement Requests. P2P shall provide to the CRA Quarterly Reports and requests for reimbursement according to the following schedule:

For the period of:

March 13, 2018 – June 30, 2018: due to CRA by July 1, 2018

July 1, 2018 - September 30, 2018: due to CRA by October 1, 2018

<u>Section 5.</u> <u>Compensation.</u> The CRA shall pay P2P a total of \$32,077 for P2P's performance of its obligations under this Agreement. P2P will be paid quarterly in an amount of \$16,038.50 per quarter upon formal written request by P2P. Payment is contingent upon receipt by the CRA of all Results and Deliverables listed in Section 4. Requirements. Time is of the essence, and in order to receive compensation P2P must make requests for compensation in accordance with the schedule found in Section 4.D of this Agreement. The CRA shall pay within thirty (30) days of receipt of all required reports and requests. Deadlines for reports must be strictly adhered to for reimbursement by the CRA.

All payments shall be in the form of a CRA check made payable to P2P. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by P2P, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve P2P of any liability under this Agreement.

<u>Section 6.</u> No <u>Partnership.</u> P2P agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that P2P is an independent contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or P2P's performance under this Agreement.

<u>Section 7.</u> <u>Termination.</u> This Agreement will automatically terminate after the CRA has made the last payment to P2P as requested by P2P pursuant to the schedule in Section 4.D of this Agreement. This Agreement may be terminated earlier for any reason, or no reason, by the CRA upon thirty (30) days written notice of termination to P2P.

<u>Section 8.</u> <u>Non-Discrimination.</u> P2P agrees that no person shall, on the grounds of race, color, ancestry, disability, national origin, religion, age, familial or marital status, sex or sexual orientation, be excluded from the benefits of, or be subjected to discrimination under any activity carried on by P2P, its subcontractors, or agents, in the performance of this Agreement. In the event that the CRA is made aware that such discrimination has occurred in breach of this Agreement, it shall provide notice to P2P. Upon receipt of such notice, P2P shall have 15 days to provide evidence that it has cured the breach. The CRA will evaluate the evidence provided and determine, in its sole discretion, if the breach has been adequately cured, and if the CRA determines the breach has not been cured, the CRA shall have the right to immediately terminate this Agreement shall not be liable for any further payments to P2P pursuant to this Agreement. This Section shall not be construed so as to alter any other provisions of this Agreement concerning termination except as specifically stated in this Section.

<u>Section 9.</u> Convicted Vendor List. As provided in Sections 287.132 – 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, P2P certifies that it, and its affiliates, contractors, subcontractors or agents who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date of this Agreement.

<u>Section 10.</u> <u>Indemnification.</u> P2P shall indemnify, defend, save, and hold harmless the CRA, its elected officers, its agents, and its employees, from any and all claims, demands, suits, costs, damages, losses, liabilities, and expenses, sustained by any person whomsoever, which damage is direct, indirect or consequential, arising out of, or alleged to have arisen out of, or in consequence of the services furnished by or operations of P2P or its subcontractors, agents, officers, employees or independent contractors pursuant to the Agreement, specifically including, but not limited to, those caused by or arising out of any intentional act, omission, negligence or default of P2P and/or his subcontractors, agents, servants or employees in the provision of services under this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes.

<u>Section 11</u>. <u>Notice</u>. Whenever either party desires to give notice to the other party as required under this Agreement, it must be given by written notice to the name(s) and address(es) specified in this Section, and must be sent by (i) hand delivery with a signed receipt; (ii) by a recognized national courier service; or (iii) by Certified United States Mail, with return receipt requested. Any party may change the person or address to whom notice must be directed by providing written notice to the other parties. Notices must be sent to:

If to the CRA: Boynton Beach Community

Redevelopment Agency

Attn.: Michael Simon, Executive Director

710 North Federal Highway Boynton Beach, Florida 33435

With copy to: Tary Duhy, Esquire

Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, Florida 33401

If to P2P: Kemberly Bush, Executive Director, CEO

Pathways to Prosperity, Inc. 970 N. Seacrest Blvd. Boynton Beach, FL 33435

Every notice shall be effective on the date actually received, as indicated on the receipt therefore, or on the date delivery thereof is refused by the intended recipient.

<u>Section 12.</u> <u>Waiver of Claims.</u> The CRA shall not be responsible for any property damages or personal injury sustained by P2P from any cause whatsoever related to P2P's performance under this Agreement, whether such damage or injury occurs before, during, or after P2P's performance. P2P hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by P2P. This waiver, discharge, and release specifically include negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.

Section 13. General Provisions.

- A. Entire Agreement; No Modification. The CRA and P2P agree that this Agreement sets forth the entire and sole Agreement between the parties concerning the subject matter expressed herein and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by 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.
- **B.** <u>Survival.</u> The provisions of this Agreement regarding termination, default, and indemnification shall survive termination or expiration of this Agreement and shall remain in full force and effect.
- **C.** <u>Severability.</u> If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- **D.** <u>Headings.</u> The Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- **E.** Governing Law, Jurisdiction, and Venue. The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.
- **F.** <u>Independent Advice</u>. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.
- **G.** <u>Voluntary Waiver of Provisions.</u> The CRA may, in its sole and absolute discretion, waive any requirement of P2P contained in this Agreement.
- **H.** <u>No Transfer.</u> P2P shall not subcontract, assign or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or for-profit corporation, or any other entity, without written consent of the CRA.
- I. <u>Binding Authority.</u> Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the CRA and P2P (or in any representative capacity) as applicable, has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

J. Public Records.

1. The CRA is a public agency subject to Chapter 119, Florida Statutes. P2P shall comply with Florida's Public Records Law. Specifically, P2P shall:

- a. Keep and maintain public records required by the CRA to perform as described in this Agreement.
- b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if P2P does not transfer the records to the CRA.
- d. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of P2P or keep and maintain public records required by the CRA to perform the service. If P2P transfers all public records to the CRA upon completion of the contract, P2P shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If P2P keeps and maintains public records upon completion of the contract, P2P shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF P2P HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO P2P'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 710 North Federal Highway, Boynton Beach, Florida 33435; or BoyntonBeachCRA@bbfl.us.

- K. <u>Default.</u> The failure of P2P to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If P2P fails to cure the default within seven (7) days' notice from the CRA, the CRA may terminate the Agreement and shall not be liable for any further payments to P2P pursuant to this Agreement; however, the CRA may elect, in its sole discretion, to fully or partially compensate P2P for P2P's partial performance under this Agreement.
- L. <u>Counterparts and Transmission.</u> To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- M. <u>Agreement Deemed to be Drafted Jointly</u>. This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.
- N. <u>Compliance with Laws</u>. In its performance of this Agreement, P2P shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the day and year first above written.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY	
By: Sta 5-	(Witness)
Print Name: Steven B. Grant, Chair	Prin Name: MAAAA G. Mon
Date: 3/13/18	(Witness) Print Name: MY050 Print Name:
PATHWAYS TO PROSPERITY, INC. CIR DEVELOPMENT PROGRAM	CLES PALM BEACH COUNTY BUSINESS
Ву:	(Witness)
Kemberly Bush, Executive Director CEO	(Witness) Print Name: THAN TO SHOUTH
Date: 3-13-2018	(Witness)
	Print Name: Wesa Herbook



TIMESHEET

Name: Tara Hails

Signature:

Signature:

Boynton Beach CRA

Approved by: Kemberly Bush

Signature:

Period Ending: 3/25/2018

Task	Total Hours	Mon	Tue	Wed	Thu	Fri	Sat	Sun
4		3/19	3/20	3/21	3/22	3/23	3/24	3/25
Circles Orientation Prep - Complete participation paperwork -	38.00							
Complete baseline matrix per participant, collect supporting								
documentation - M-6H, T-6H, W-6H, TH-6H, F-6H (30-H TTL)		6.00	6.00	6.00	6.00	6.00		
Class 1 Overview, Class & Curriculum structure								
M-2H, T-2H, W-2H, TH-2H, (8-HTTL)		2.00	2.00	2,00	2.00			
7,								
Weekly Hours Total	38.00	8.00	8.00	8.00	8.00	6.00		
	ìn	8:30	8:30	10:00	11:00	8;00		
	Out	1:00	1:00	2:00	3:00	12:00		
	In	2:00	2:00	3:00	4:00	1:00		
	Out	5:30	5:30	7:00	8:00	3:00		
	į.	0.71	0.71	0.92	1.08	1.00		

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Pathways

Pathways to Prosperity, Inc. 970 N Seacrest Blvd. Boynton Beach, FL. 33435 561-732-2377-ext. 115 - Pathwaysboynton.org.

TIMESHEET Client Name: Tara Hails Signature: Name: **Boynton Beach CRA** Approved by: Kemberly Bush Signature: Period Ending: 4/1/2018 Task **Total Hours** Mon Tue Wed Thu Fri Sat Sun 3/26 3/27 3/28 3/29 3/30 3/31 4/1 Continue completion of initial paperwork, baseline matrix. 32.00 supporting documentation M-5H, T-5H, W-5H, TH-7H (22H/TTL) 5.00 5.00 5.00 7.00 Holiday Meeting - Ally Recruitment M-2H (2H TTL) 2.00 Class 2 - Discussion, thriving vs surviving. Complete life assess ment tool; Discussion - Maslow's Hierarchy of Needs (M-1H, T-3H, 1.00 3.00 3.00 1.00 W-3H, TH-1H (8-TTL) 32.00 8.00 8.00 8.00 8.00 ln 8:30 8:30 10:00 11:00 Out 1:00 1:00 2:00 3:00 2:00 2:00 3:00 4:00 in Out 5:30 5:30 7:00 8:00 0.71 0.71 0.92 1.08

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TIMESHEET

Client Name: Tara Hails Signature: Name: Boynton Beach CRA Approved by: Kemberly Bush Signature: Period Ending: 4/8/2018 Task Total Hours Mon Tue Wed Thu Fri Sat Sun 4/2 4/3 4/4 4/5 4/6 4/7 4/8 Class 3 Prep - On the way to Thriving / Remembering Your 38.00 Dreams M-6H, T-6H, W-6H, TH-6H, F-6H (30H TTL) 6.00 6.00 6.00 6.00 6.00 Ally Recruitment Meeting M-2H (2H TTL) 2.00 Research - Steps to take when starting your business, How to establish your business niche; How to assess market trends T-2H, W-2H, TH-2 (6H TTL) 2.00 2.00 2.00 Weekly Hours Total 38.00 8.00 8.00 8.00 8.00 6.00 ln 8:30 8:30 10:00 11:00 8:00 Out 1:00 1:00 2:00 3:00 12:00 In 2:00 2:00 3:00 4:00 1:00 Out 5:30 5:30 7:00 8:00 3:00 0.71 0.71 0.92 1.08 1.00

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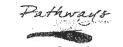
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Name: Tara Hails	Signature:	The				Client Name:	Sounton F	Beach CRA
Approved by: Kemberly Bush	Signature:		3)				Boynton E	beach CRA
Period Ending: 4/15/2018								
Task	Total Hours	Mon	Tue	Wed	Thu	Frl	Sat	Sun
		4/9	4/10	4/11	4/12	4/13	4/14	4/15
Class 4 Prep - Attitudes about money, Common Money Pitfalls	38.00							
Hidden Rules of Money T-2H, W-2H, TH-4H, F-2 (10H TTL)			2.00	2.00	4.00	2.00		
Attend Stakeholders Meeting M-2H (2H TTL)		2.00						
Research - How to incorporate / formally establish your business								
types of businesses; PBC requirements; Create checklists -								
Review DBA, EIN, W9, License requirements M-6H, T-6H, W-6H		6.00	6.00	6.00	4.00	4.00	=======================================	
TH-4H, F-4H (26H TTL)								
Weekly Hours Total	38.00	8.00	8.00	8,00	8.00	6.00		_
	ln	8:30	8:30	10:00	11:00	8:00		
	Out	1:00	1:00	2:00	3:00	12:00		
	In	2:00	2:00	3:00	4:00	1:00		
	Out	5:30	5:30	7:00	8:00	3:00		
		0.71	0.71	0.92	1.08	1.00	_	_

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TIMESHEET

Client Name: Tara Hails Signature: Name: Boynton Beach CRA Approved by: Kemberly Bush Signature: Period Ending: 4/22/2018 Task Total Hours Mon Tue Wed Thu Fri Sat Sun 4/16 4/17 4/18 4/19 4/20 4/21 4/22 Class 5 Prep - Complete Budget Worksheet, How to establish 38.00 S.M.A.R.T. Goals T-2H, W2H, TH-4H, F2H (10H TTL) 2.00 2.00 4.00 2.00 Circles Intro Meeting / Ally Recruitment M-2H (2H TTL) 2.00 Research - Budget / Credit, How to manage money, Credit Scores & how scores impact ability to borrow, What actions to take regarding the improvement of credit scores M-6H, T-6H, W-6H, TH-6.00 6.00 6.00 4.00 4.00 4H, F-4H (26H TTL) Weekly Hours Total 38.00 8.00 8.00 8.00 8.00 6.00 In 8:30 8:30 10:00 11:00 8:00 Out 1:00 1:00 2:00 3:00 12:00 ln 2:00 2:00 3:00 4:00 1:00 Out 5:30 5:30 7:00 8:00 3:00 0.71 0.71 0.92 1.08 1.00

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TIMESHEET

Client Name: Tara Hails Signature: Name: Boynton Beach CRA Approved by: Kemberly Bush Signature: Period Ending: 4/29/2018 Task Total Hours Mon Tue Wed Thu Fri Sat Sun 4/23 4/24 4/25 4/26 4/27 4/28 4/29 Class 6 Prep - Present Dream Boards utilizing S.M.A.R.T 38.00 format, Development of Circles plan M-2H, T-2H, W-2H, TH-4H, 2.00 2.00 2.00 4.00 2.00 F-2H (12H(TTL) 7 Research - Barriers & how to remove for successful business Research - Business resources M-6H, T-6H, W-6H, TH-4H, F-4H 6.00 6.00 6.00 4.00 4.00 (26H TTL) Weekly Hours Total 38.00 8.00 8.00 8.00 8.00 6.00 8:30 In 8:30 10:00 11:00 8:00 Out 1:00 1:00 2:00 3:00 12:00 2:00 ln 2:00 3:00 4:00 1:00 Out 5:30 5:30 7:00 8:00 3:00 0.71 0.71 0.92 1.08 1.00



TIMESHEET

Name: Tara Hails	Signature:	TK)			Client Name:	Boynton Beach CRA	
Approved by: Kemberly Bush	Signature:)					
Period Ending: 5/6/2018			•					
Task	Total Hours	Mon	Tue	Wed	Thu	Fri	Sat	Sun
		4/30	5/1	5/2	5/3	5/4	5/5	5/6
Class 7 Prep Goals & how to apply; Leadership M-2H, T-2H, W-	38.00	2.00	2.00	2.00	4.00	2.00		
2H, TH-4H, F2H (12H (TTL)						_		
Ally Orientation M-2H (2H TTL)		2.00						
Research - Location & how the "where" impacts your business							-	
Industry standards regarding type of business								
Research - Business resources, Green environments, Incubator								
services, permits & fees for types of business, potential zoning								<u></u>
ssues M-4H, T-6H, W-6H, TH-4H, F-4H (24H TTL)		4.00	6.00	6.00	4.00	4.00		
Weekly Hours Total	38.00	8.00	8.00	8.00	8.00	6.00		_
	ln	8:30	8:30	10:00	11:00	8:00		
	Out	1:00	1:00	2:00	3:00	12:00		
	In	2:00	2:00	3:00	4:00	1:00		
	Out	5:30	5:30	7:00	8:00	3:00		

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TIMESHEET

Client Name: Tara Halls Signature: Name: **Boynton Beach CRA** Approved by: Kemberly Bush Signature: Period Ending: 5/13/2018 Task **Total Hours** Mon Tue Wed Thu Fri Sat Sun 5/7 5/8 5/9 5/10 5/11 5/12 5/13 Class 8 Prep - Building Your Community, What is your role? 38.00 M-2H, T-2H, W-2H, TH-4H, F-2H (12H TTL) 2.00 2.00 2.00 4.00 2.00 Research -Inventory, Pricing, Sales & Contracts- Create Templates, Pricing projections M-6H, T-6H, W-6H, TH-4H, F-4H (26H TTL) 6.00 6.00 6.00 4.00 4.00 Weekly Hours Total 38.00 8.00 8.00 8.00 8.00 6.00 ln 8:30 8:30 10:00 11:00 8:00 Out 1:00 1:00 2:00 3:00 12:00 In 2:00 2:00 3:00 4:00 1:00 Out 5:30 5:30 7:00 8:00 3:00 0.71 0.71 0.92 1.08 1.00

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		0 /						
Name: Tara Hails	Signature:	H	0~			Client Name:	Boynton I	Beach CRA
Approved by: Kemberly Bush								
Period Ending: 5/20/2018								
Task	1				T			
14\$K	Total Hours	Mon	Tue	Wed	Thu	Fri	Sat	Sun
		5/14	5/15	5/16	5/17	5/18	5/19	5/20
Class 9 Prep Building Your Community, What is your role?	38.00							
M-2H, T-2H, W-2H, TH-4, F-2H (12H TTL)		2.00	2.00	2.00	4.00	2.00		
Research - Planning for profit, Developing your pro-forma,			2.00	2,00	4.00	2.00		
Create pro-forma template, Create business budget M-6H, T-6H,		5.00	6.00	6.00	4.00	4.00		
W-6H, TH-4H, F-4H (26H TTL)		0.00	0.00	0.00	4,00	4.00		
7.								
Weekly Hours Total	38.00	8.00	8.00	8,00	8.00	6,00		
	In	8:30	8:30	10:00	11:00	8:00		<u>-</u>
	Out	1:00	1:00	2:00				
	1				3:00	12:00		
	ln	2:00	2:00	3:00	4:00	1:00		
	Out	5:30	5:30	7:00	8:00	3:00		
	L	0.71	0.71	0.92	1.08	1.00	_	

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TIMESHEET

Name: Tara Hails	Signature:	Signature:			Client Name:	Boynton Beach CRA		
Approved by: Kemberly Bush	Signature:							
Period Ending: 5/27/2018								
Task	Total Hours	Mon	Tue	Wed	Thu	Fut.		
		5/21	5/22	5/23	5/24	Fri 5/25	Sat	Sun
Class 10 Prep - Community Resources-How to access - How	38.00			3/23	0/24	3/23	5/26	5/27
o use resources to your advantage M-2H, T-2H, W-2H, TH-4H,		2.00	2.00	2.00	4.00	2.00		
F-2H (12H TTL)			2.00	2,00	4.00	2.00		
Staff Meeting M-2H (2H TTL)		2.00						
Outreach M-2H (2H TTL)		2,00						
Research - Day to Day business operations, Marketing tools &						-		
echniques M-2H, T-6H, W-6H, TH-4H, F-4H (22H TTL)		2.00	6.00	6.00	4.00	4.00		
Veekly Hours Total	38.00	8.00	8.00	8.00	8.00	6.00	***	
	in	8:30	8:30	10:00	11:00	8:00		
	Out	1:00	1:00	2:00	3:00	12:00		
	In	2:00	2:00	3:00	4:00	1:00		
	Out	5:30	5:30	7:00	8:00	3:00		
		0.71	0.71	0.92	1.08	1.00		

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activities



TIMESHEET

Name: Tara Hails	Signature:	NA ASSESSMENT				Client Name:	Boynton I	Beach CR
Approved by: Kemberly Bush	Signature:							
Period Ending: 8/03/2018			and the second s					
Task	Total Hours	Mon	Tue	Wed	Thu	Fri	Sat	
		5/28	5/29	5/30	5/31	6/1	6/2	Sun
Class 11 Prep - Accomplices & Allies, Listening Pairs Activity	30.00				0.01	Or 1	0/2	6/3
T-2H, W-2H, TH-4H, F-2H (10H TTL)		Holiday	2.00	2,00	4.00	2.00		
Meeting - Ally Recruitment T-2H (2H TTL)			2.00	2.00	7.00	2.00		
Research - Technology options, which will work best for your type								
of business, Competitive VS Expectations								
T-4H, W-6H, TH-4H, F-4H (18H TTL)			4.00	6.00	4.00	4.00		
Weekly Hours Total	30.00	-	8.00	8.00	8.00	6.00		_
	ln	8:30	8:30	10:00	11:00	8:00		
	Out	1:00	1:00	2:00	3:00	12:00		
	In	2:00	2:00	3:00	4:00	1:00		
	Out	5:30	5:30	7:00	8:00	3:00		

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CRA
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other



TIMESHEET

Name: Tara Halls	Signature:	ana, amana dani mbanjananananda sepa				Client Name:	Boynton I	Beach CR
pproved by: Kemberly Bush Signature:			otrove knowiczni				•	
Period Ending: 6/10/2018		an e propinsi	To a second to					
Task	Total Hours	Mon	Tue	Wed	Thu	Fri	Sat	Sun
		6/4	6/5	6/6	6/7	6/8	6/9	6/10
Class 12 Prep Hidden Rules of Love and Acceptance	38.00							
M-2H, T-2H, W-2H, TH-4H, F-2H (12H TTL)		2.00	2.00	2.00	4.00	2.00		
Meeting - Ally Recruitment M-2H (2H TTL)		2.00			4.00	2.00		
Research - Average profit margins for expected business interests,								
cost vs expense reduction, pricing & sales increases & effective-								
M-4H, T-6H, W-6H, TH-4H, F-4H (24H TTL)		4.00	6.00	6.00	4.00	4.00		
~ 7			3,00	0.00	4.00	4.00		
Weekly Hours Total	38.00	8,00	8.00	5.40				
				8.00	8.00	6.00		
	ln	8:30	8:30	10:00	11:00	8:00		
	Out	1:00	1:00	2:00	3:00	12:00		
	ln	2:00	2:00	3:00	4:00	1:00		
	Out	5:30	5:30	7:00	8:00	3:00		1)

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TIMESHEET

Name: Tara Hails	Signature:	C				Client Name:	Boynton E	Beach CRA
Approved by: Kemberly Bush	Signature:)				
Period Ending: 6/16/2018								
Task	Total Hours	Mon	Tue	Wed	Thu	Fri	Sat	Sun
		6/11	6/12	6/13	6/14	6/14	6/15	6/16
Class 13 Prep Credit Do's & Dont's M-2H, T-2H, W-2H, TH-4H,	38.00	2.00	2.00	2.00	4.00	2,00		0/10
F-2H (12H TTL)				2.00	1.00	2.00		
Meeting Circles Coach's M-2H (2H TTL)		2.00						
Research -Market Analysis (Identify clientele - individuals or								
businesses) Identify Client demographics, Affordability								
M-4H, T-6H, W-6H, TH-4H, F4-H (24H TTL)		4.00	6.00	6.00	4.00	4.00		
Neekly Hours Total	38.00	8.00	8.00	8.00	8.00	6.00		
	In	8:30	8:30	10:00	11:00	8:00		
	Out	1:00	1:00	2:00	3:00	12:00		
	in	2:00	2:00	3:00	4:00	1:00		
	Out	5:30	5:30	7:00	8:00	3:00		

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710 N Federal Highway Boynton Beach, FL 33435 Ph: 561-737-3256

Pn: 561-737-3256 Fax: 561-737-3258 www.catchboynton.com

July 12, 2018

Ms. Kemberly Bush, Executive Director, CEO Pathways to Prosperity 970 N. Seacrest Boulevard Boynton Beach, FL 33435

RE: Pathways to Prosperity, Inc. (P2P) NOGP Reimbursement Request for Period of March 13, 2018 – June 30, 2018

Dear Ms. Bush:

The CRA has reviewed the emailed documents submitted by P2P on July 3, 2018 at 8:03 P.M. The following information is requested in order for staff to complete our review in accordance with the March 13, 2018 Agreement to Fund Business Incubator Program Services to P2P.

- 1. A cover letter requesting the eligible reimbursement amounts (administrative costs and direct program expenses) for the applicable reporting period.
- 2. A checklist of the supportive documents keyed to the applicable provisions of the grant agreement (see Paragraph C.1).
- 3. Sign-in sheets need to indicate the name and description of training session and participants' addresses. Proof of residency for the participants will also need to be provided as part of the quarterly report (see Paragraphs C.3 and C.4).
- 4. Timesheets need to indicate the total number of hours (45% minimum of total) related to the specific duties attributed to eligible CRA grant activities, hourly rate, and Executive Director's signature.
- 5. Name and description of the workshop or training sessions and/or a detail agenda with time and location indicated for each workshop or training session (see Paragraph C.3).
- 6. All references to the City of Boynton Beach must be replaced with the Boynton Beach CRA.

Please submit the information above as soon as possible so that staff's review may be finalized. I may be reached at (561) 600-9098 or ShuttT@bbfl.us.

Sincerely,

Thuy T. Shutt
Assistant Director

cc: Michael Simon, Executive Director Vicki Hill, Finance Director

file



710 N Federal Highway Boynton Beach, FL 33435 Ph: 561-737-3256

Fax: 561-737-3258 www.catchboynton.com

August 3, 2018

Ms. Kemberly Bush, Executive Director, CEO Pathways to Prosperity 970 N. Seacrest Boulevard Boynton Beach, FL 33435

RE: Pathways to Prosperity, Inc. (P2P) NOGP Reimbursement Request for Period of March 13, 2018 – June 30, 2018 – 2nd Review

Dear Ms. Bush:

The CRA has reviewed the emailed documents submitted by P2P on July 30, 2018 at 6:14 P.M. The following requested information below are still outstanding:

- 1. The July 30, 2018 cover letter needs to be revised to indicate eligible administrative costs and direct program expenses. The supportive documents needs additional information to support the full \$11,635.03 amount requested (see below for more details).
- 2. A checklist of the supportive documents keyed to the applicable provisions of the grant agreement (see Paragraph C.1). Please contact the CRA for an example of this.
- 3. Sign-in sheets need to indicate the name and description of training session and participants' addresses. Proof of residency for Briana Davis (driver's license is unreadable), Carla Patrick, Nancy Cadet, Samanthe Louis-Jean (copy of license was not provide but other proof of residential address is required such as utility bills or legal ID if there is no driver's license) need to be provided as part of the quarterly report (see Paragraphs C.3 and C.4).
- 4. Timesheets need to indicate the total number of hours (45% minimum of total) related to the specific duties attributed to eligible CRA grant activities and hourly rate. It is difficult to determine if hours are related to the incubator versus other social service duties required as part of the Circles program (e.g. staff meeting, personal money management vs. business management, life assessment tool, Hidden Rules of Love and Acceptance, etc.).
- 5. Please submit Agendas and additional handouts and/or information to ascertain if these classes are geared for personal development versus business development activities. (Paragraph C.3)
- 6. All references to the City of Boynton Beach must be replaced with the Boynton Beach CRA (e.g. Page 1 of P2P BBCRA Statement of Activities).

Please submit the information above as soon as possible so that staff's review may be finalized. I may be reached at (561) 600-9098 or ShuttT@bbfl.us.

Sincerely,

Thuy T. Shutt Assistant Director

huy 8 hug

cc: Michael Simon, Executive Director Vicki Hill, Finance Director

file



970 N. Seacrest Blvd. Boynton Beach, FL 33435 Phone: 561-369-2323 Fax: 561-732-3270

www.p2ppbc.org

PATHWAYS TO PROSPERITY

Board Members

Revia Lee President

Maguene D. Cadet Esquire Vice President

Audrey Davis Secretary

Octavia Bell Treasurer

Ruby Allen Director

Charlee Brown-Rorie Director

Dr. Barbara Shuler Director

DeAnna Warren Director

Valencia Spelk-Anderson Director

Judy Saxton Director

Kemberly Bush CEO July 30, 2018

City of Boynton Beach

Community Redevelopment Agency

100 L. Federal Highway Boynton Beach, FL 33435

JION. FEDERAL HWY.

Dear Ms. Shutt,

Please accept this letter as our request for reimbursement for NOGP grant. This request is to cover expenses from March 13, 2018 to June 30, 2018. The total amount of this request is \$11,635.03. Supporting documentation is attached.

If you have any questions, or need additional information, please give me a call.

Sincerely,

Kemberly Bush CEO

TOTAL HOURS, PLATE, ETZ. BASED ON TIMESHEETS

Pathways to Prosperity, Inc

BBCRA STATEMENT OF ACTIVITIES

March 19 - June 30, 2018

	TOTAL
Income	
Indirect Public Support	
City of Boynton Beach	11,635.03
Total Indirect Public Support	11,635.03
Total Income	\$11,635.03
GROSS PROFIT	\$11,635.03
Expenses	
Payroll Expenses	
Health Insurance	387.56
Salaries & Wages	10,275.53
Taxes	
Federal Taxes (941/944)	786.11
Total Taxes	786.11
Workers' Comp	185.83
Total Payroli Expenses	11,635.03
Total Expenses	\$11,635.03
NET OPERATING INCOME	\$0.00
NET INCOME	\$0.00

Pathways to Prosperity / Circles Palm Beach County 970 N. Seacrest Blvd Boynton Beach, FL 33435 561-369-2323

Date	Class Description	Time
3/22/2018	Class #1 Circles Orientation & Prep / Baseline	6:00-8:00
3/29/2018	Class #2 Complete Baseline Matrix / Application	6:00-8:00
4/05/2018	Class #3 On the Way to Thriving	6:00-8:00
4/12/2018	Class #4 Attitudes About Money / Monet Pitfalls	6:00-8:00
4/19/2018	Class #5 Budget Workshop / SMART Goals	6:00-8:00
4/26/2018	Class #6 Dream Boards Utilizing SMART Format	6:00-8:00
5/03/2018	Class #7 Leadership / Goals & How to Apply	6:00-8:00
5/10/2018	Class #8 Building Your Community / Your Role	6:00-8:00
5/17/2018	Class #9 Cont. Building Your Community / Your Role	6:00-8:00
5/24/2018	Class #10 Community Resources	6:00-8:00
5/31/2018	Class #11 Accomplices & Allies / Listening Pairs	6:00-8:00
6/07/2018	Class #12 Hidden Rules of Love and Acceptance	6:00-8:00
6/14/2018	Class #13 Credit Do's & Dont's	6:00-8:00
6/21/2018	Class #14 Cultural Diversity / Hidden Rules	6:00-8:00

* NEED MORE DETAILS OR HANDOUTS
TO DETERMINE IF THESE RIVE FOR
PERSONAL DEVELOPMENT OR POUSINESS
DEVELOPMENT

CANNOT READ TO DETECHINE ADDRESS OR VEIGHTY MANTE OF ATTELLOBE

	P2P NOGP Reimbursement Request Tracking Log							
Date	Activity	Response/Action						
7/1/18	1 st Quarterly Report due for period of 3/13/18-6/30/18							
7/3/18	P2P Submitted Reimbursement Report via email at 8:03 pm	Documents distributed for review on 7/6/18						
7/5/18	CRA Staff started to review and could not complete due to incomplete documentation. Could not provide complete status report to the CRA Board at its 7/10/18 CRA Board meeting.	7/9/18 emailed requesting additional information						
7/12/18	1 st Sufficiency Letter was issued (email and mailed out) itemizing the additional items required for staff to complete its review. Request for documentation to be submitted as soon	7/12/18 P2P (Ms. Bush) emailed that she will respond following week upon return from her conference						
7/26/18	as possible in order for staff to complete its review. Email to P2P for status of additional documents after no response from P2P. Request for additional documents to be submitted as soon as possible and no later than 7/30/18 in order for staff to complete its review and provide a status report to the CRA Board at its meeting on	7/26/18 P2P (Ms. Bush) responded that she will have revisions by deadline.						
7/30/18	8/14/18. P2P Resubmission via email at 6:14 pm (Part 1). Documents distributed for review at 6:17 pm.	7/31/18, 11:08 am - P2P (Ms. Hails) called to indicate she had questions but they were answered by their auditor (Ward & Co.) – no need to call her back						
7/31/18	P2P Resubmission via email at 4:06 pm (Part 2). Documents distributed for review at 5:46 pm.							
8/3/18	2 nd Sufficiency Letter was issued via email itemizing outstanding items with examples of redlined mark ups	8/8/18 Follow up call and email with checklist (Item #2 on both sufficiency letters)						

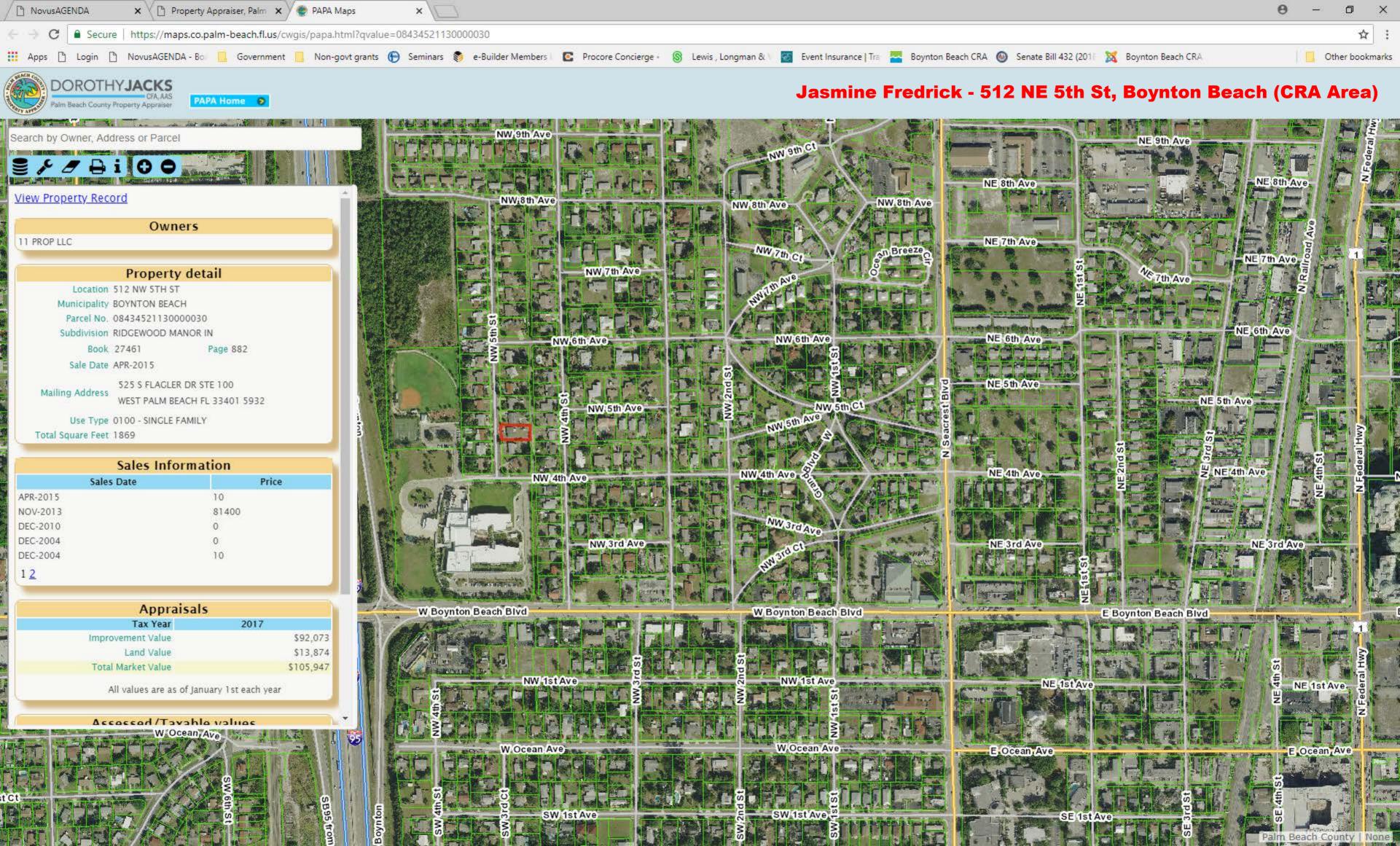
- Agendas Clum # 1 - timo place

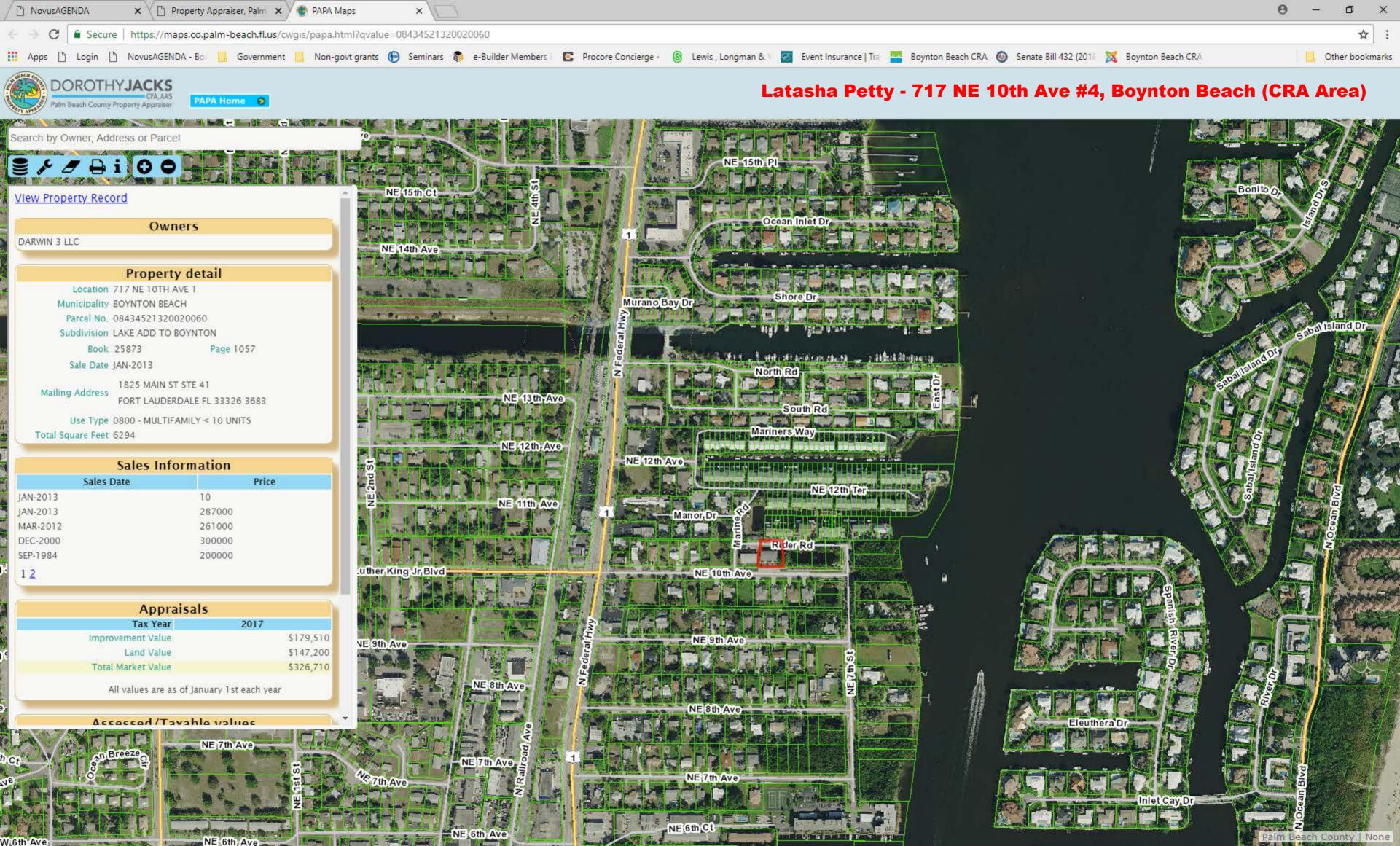
conversions

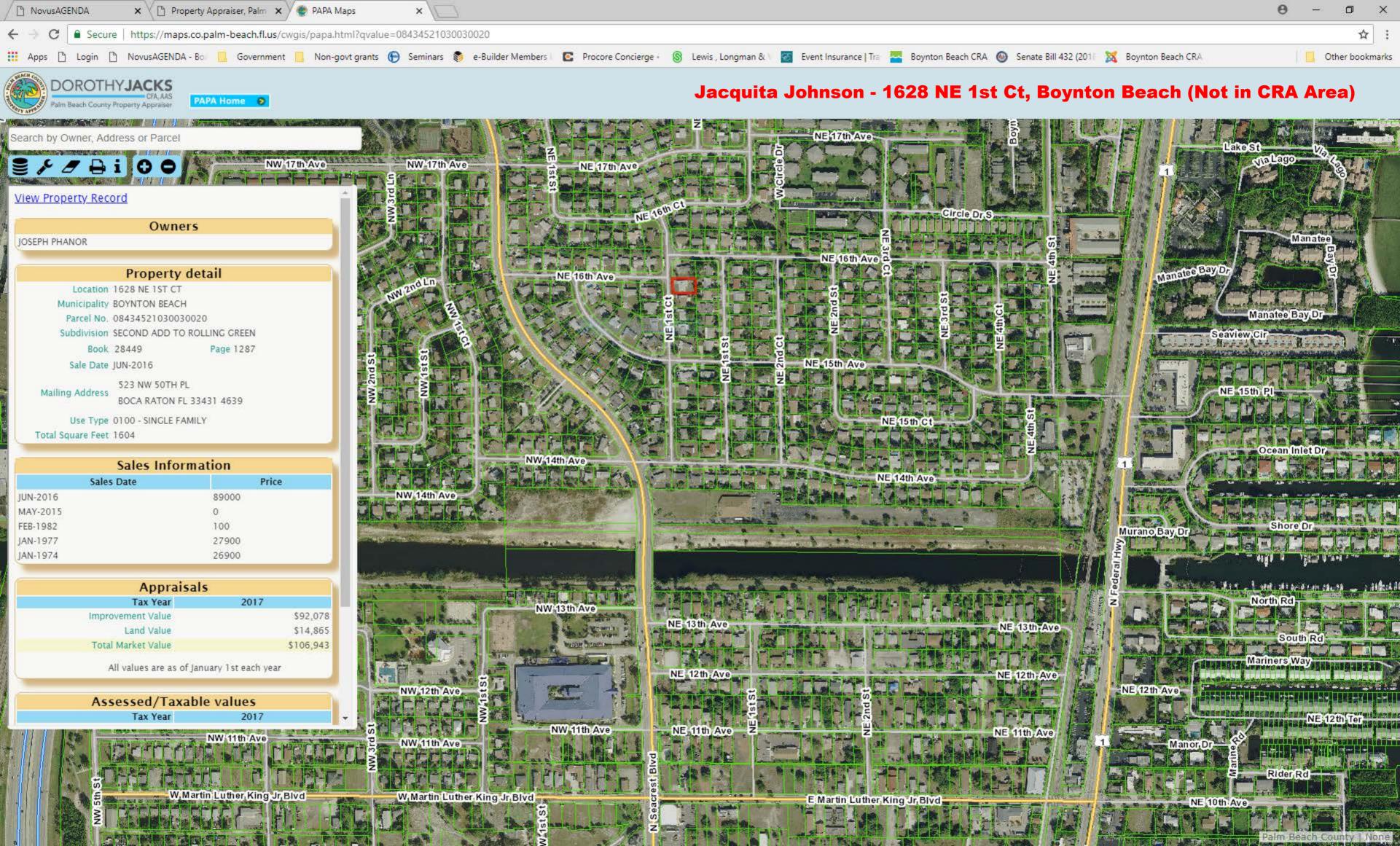
Boynton IV	Date: 3/22/18	Class: Odan His	I DA
# Name	Phone #		- I - I - I - I - I - I - I - I - I - I
1 Maurice Davis		Child Meal Y/N	Initial
2 Briana Davis			NI
3 Maudeline Exantus	561-255-3242		15D
4 Samantaha Rivera	561-501-9701		My
5 Samantha Bertrand	561-727-5450	- N	54
b Clarence Hickman			292
/ Jaquita Johnson	4 561-396-6670		lit -
8 Jasmine Federick	561-577-6758		5
9 Madride Delice Boy Non BEAC	561-503-7773		07-
10 Briana Monroe DERAY BEACH	1-1-200 ///3		mo
11 Samone Hill WEUNGTON	561-248-5742	\cap	an
12 Wayne Walden LK Worth	561612-9253		SH
13 Latasha Petty Boymon PREACH	561-853-8243		Milal
14 Deseray Lozada WPB	561-255-0214		V. O. C.
15 Angela Clark WPB			1,00
16 Carla Patrick WPS	561-396-6863		AC
17 Nancy Cadet Boy Now Fresh	561-317-6917		(1)
	561-868-3546 (µ561.932.2232		M
9 Coronda Jones Lk Wart	561.337.0977		CIT

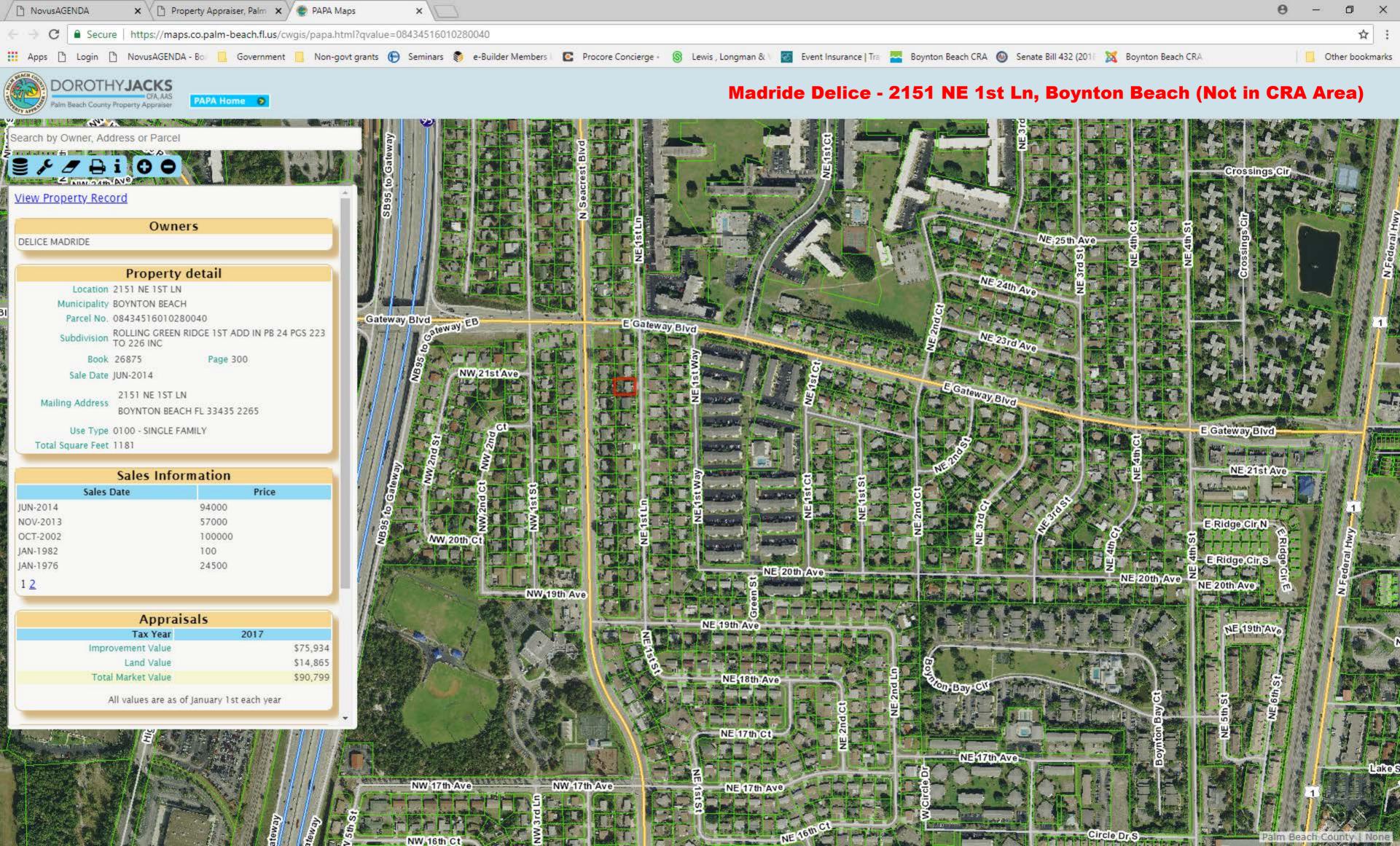
X - NO DRIVER'S LICENSE

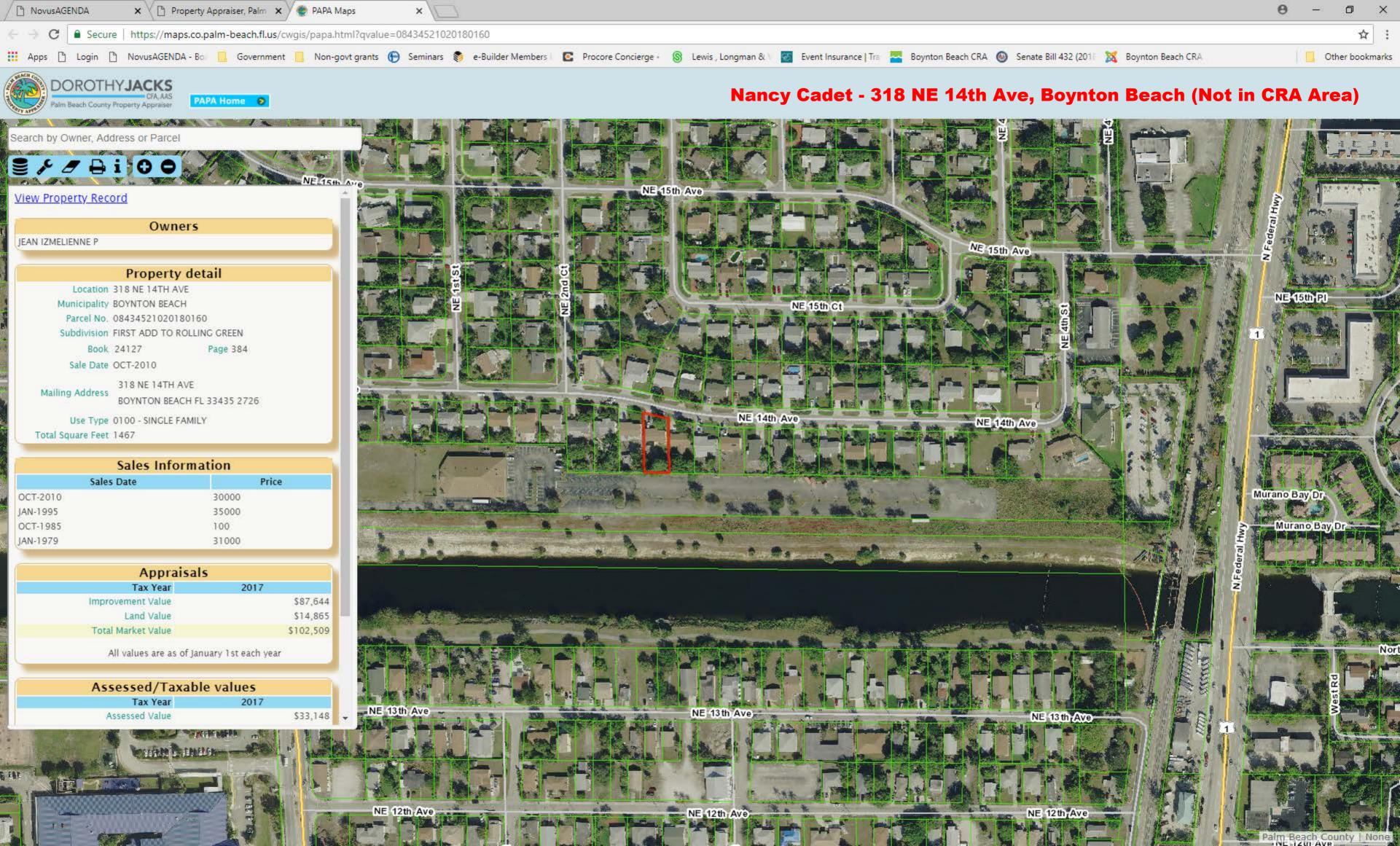
V - SUBMITED DRIVER'S LICENSE

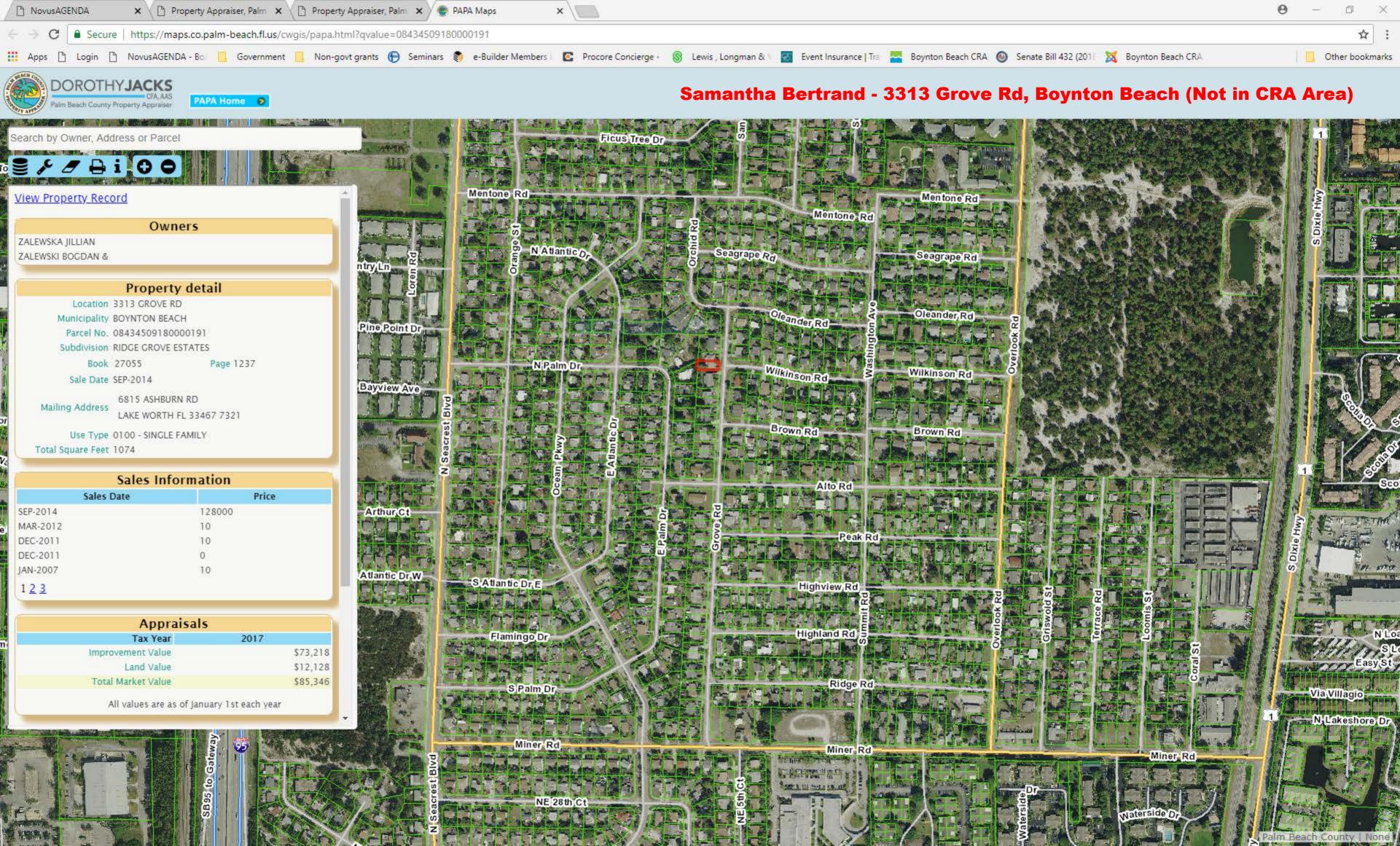


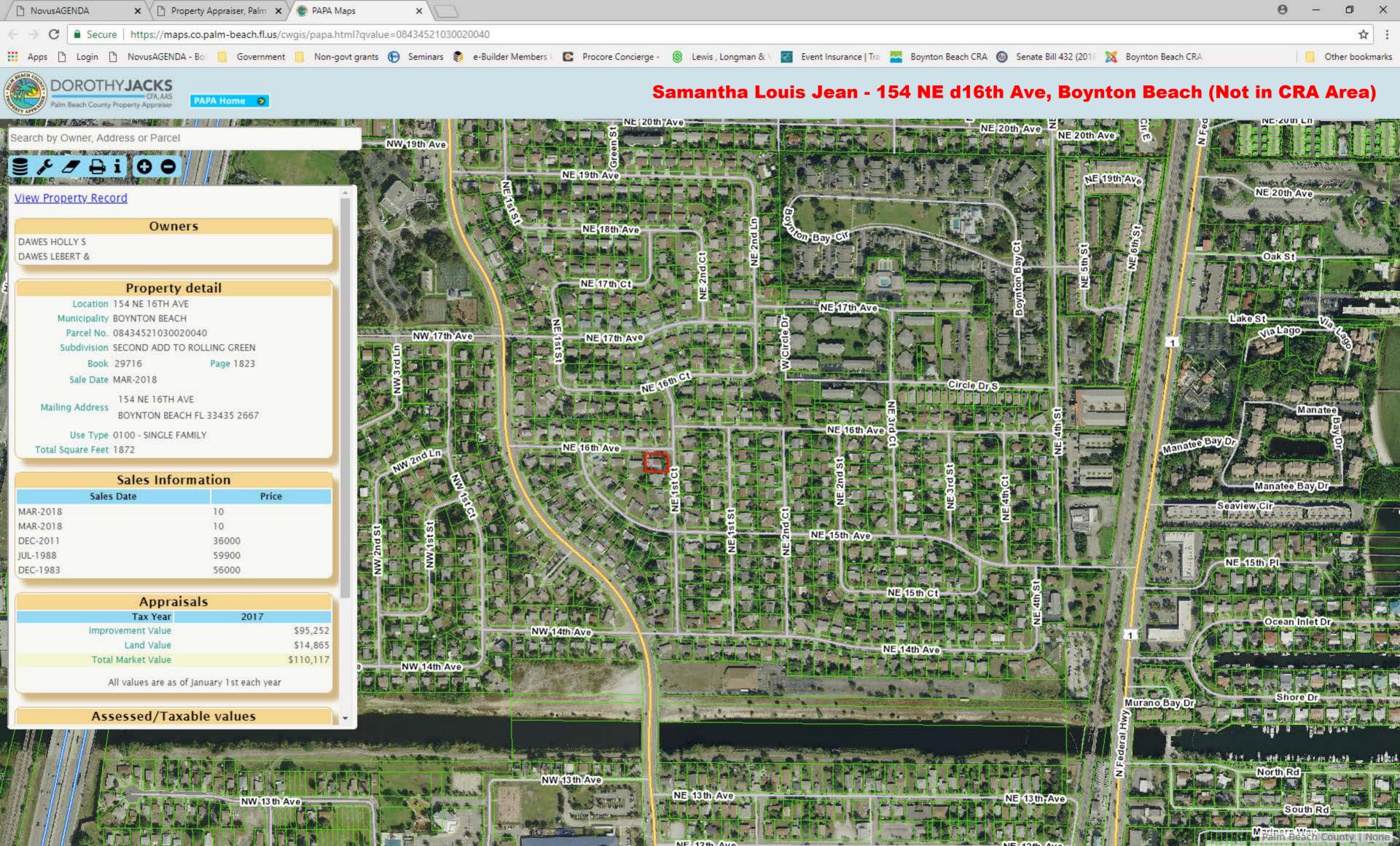


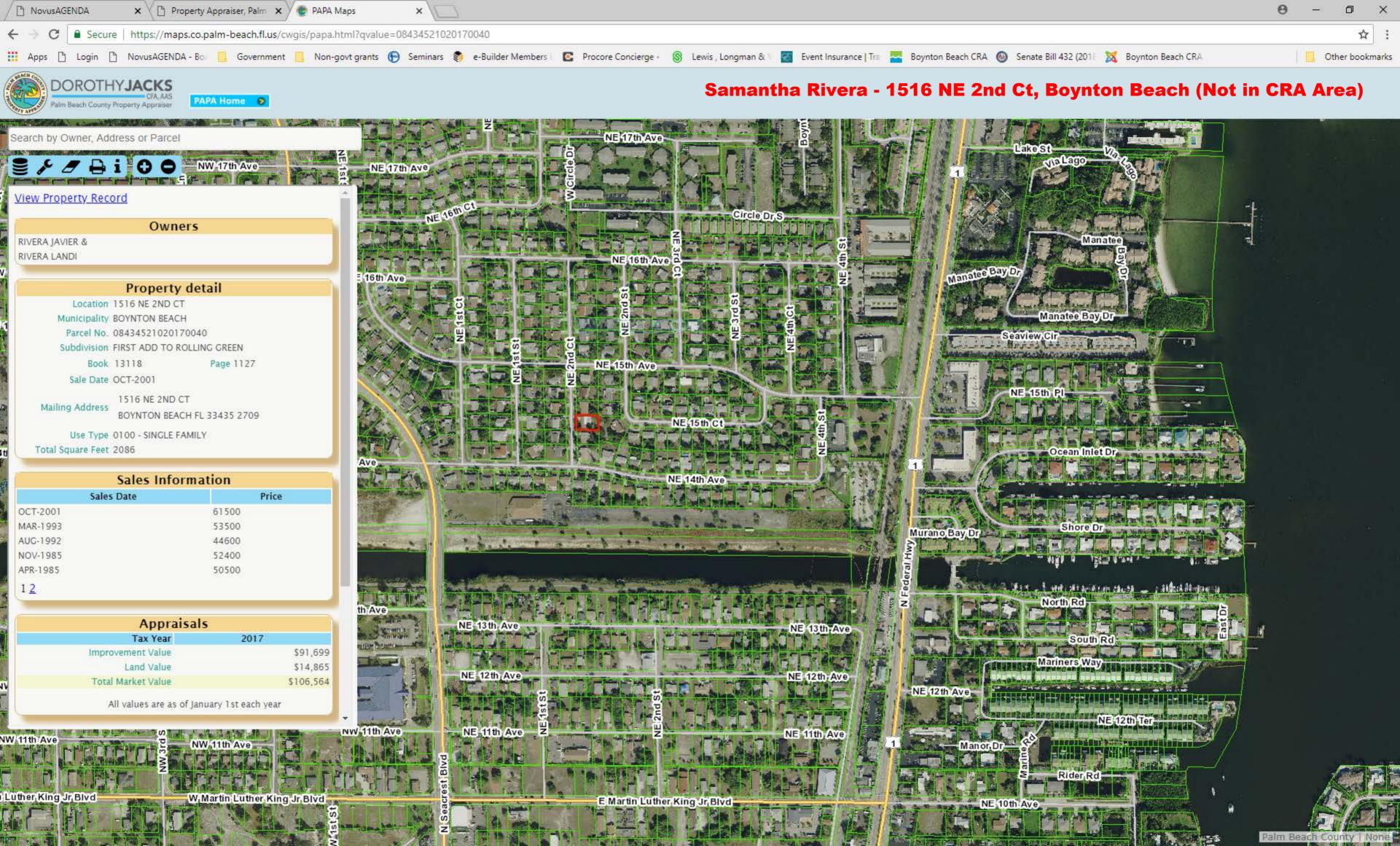














CRA BOARD MEETING OF: August 14, 2018

OLD BUSINESS

AGENDA ITEM: 13.C.

SUBJECT:

Neighborhood Officer Program 3rd Quarter Report for FY 2017 - 2018

SUMMARY:

The CRA funded Neighborhood Officer Program (NOP) has submitted their Unit Activity Report for the third quarter (April 1st - June 30th) of Fiscal Year 2017-2018 along with the Heart of Boynton (HOB) Crime Stats for the same time period (see, Attachment I and Attachment II). The report is required as per the terms of the Interlocal Agreement between the CRA and the City of Boynton Beach dated January 20, 2017 (see Attachment III). The Fiscal Year 2017-2018 NOP Budget is provided as Attachment IV.

FISCAL IMPACT:

FY 2017- 2018 Budget, Project Fund - Line Item 02-58500-460 - \$372,000 (see Attachment III).

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan, Heart of Boynton District (pages 105-118)

CRA BOARD OPTIONS:

No action required at this time unless otherwise determined by the Board

ATTACHMENTS:

Description

- Attachment I NOP 3rd Quarter Report FY17-18
- Attachment II HOB Crime Stats for 3rd Quarter FY17-18
- Attachment III Interlocal Agreement
- Attachment IV FY 17/18 NOP Budget

NEIGHBORHOOD OFFICER PROGRAM

QUARTERLY REPORT



April 1 - June 30, 2018

TABLE OF CONTENTS

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III.	Community Redevelopment Agency Background	page 4
IV.	Neighborhood Officer Program	
	• Program Outline;	page 6
	 Program Goals and Scope; Essential Program Criteria; 	page 7
	 Neighborhood Officer Program Organizational Chart 	page 8
	 Neighborhood Officer Program Schedules Heart of Boynton Criminal Statistics 	page 9 page 15
	Neighborhood Officer Program S.M.A.R.T. Goals	page 16
	Neighborhood Officer Program Activity Log	page 17
	• Segway® Log	page 95
	Neighborhood Officer Program Photos	page 96

TABLE OF APPENDIXIES

Appendix A Heart of Boynton Crime Statistics

page 124



COMMUNITY REDEVELOPMENT AGENCY

BACKGROUND

The Boynton Beach City Commission established its Community Redevelopment Agency (CRA) in August, 1981, in accordance with guidelines of State Statute Chapter 163 Part III.

The Boynton Beach CRA is funded through Tax Increment Financing (TIF). TIF utilizes the increases in tax revenue generated as a result of increases in property values within CRA District boundaries for development efforts without raising taxes.

Authorities of the CRA are contained in Section 163.370, Florida Statutes. Redevelopment activities include, but are not limited to:

- Adopt a community redevelopment plan or plans that outline projects and programs that will be undertaken by the CRA;
- Secure finances to further redevelopment efforts and projects;
- Acquire and hold property in the redevelopment district;
- Demolish buildings;
- Dispose of property;
- Installation, construction, improvement and repair of streets, utilities, parks, infrastructure
 in accordance with the community redevelopment plan(s);
- Create and implement development incentive strategies and other unique public-private partnerships to stimulate redevelopment activity within the CRA district facade and residential improvement grants;
- Market the CRA;

- Implement community policing innovations;
- Solicit proposals for redevelopment and enter into contracts; AND
- Appropriate funds and make expenditures as necessary to carry out the purpose of the Community Redevelopment Act of 1969.



NEIGHBORHOOD OFFICER PROGRAM

PROGRAM OUTLINE

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

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

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

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

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

PROGRAM GOALS AND SCOPE

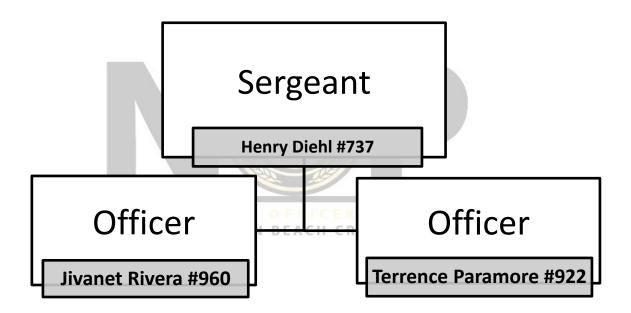
The scope of this quarterly report is to fulfill the Program requirements set forth in the Inter-Local Agreement (ILA) between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency (CRA); whereas the CRA shall be provided a written report outlining the following:

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

The Boynton Beach Police Department shall make all necessary efforts to achieve the aforementioned Program Goals.

ESSENTIAL PROGRAM CRITERIA

Neighborhood Officer Program Organizational Chart during Rating Period

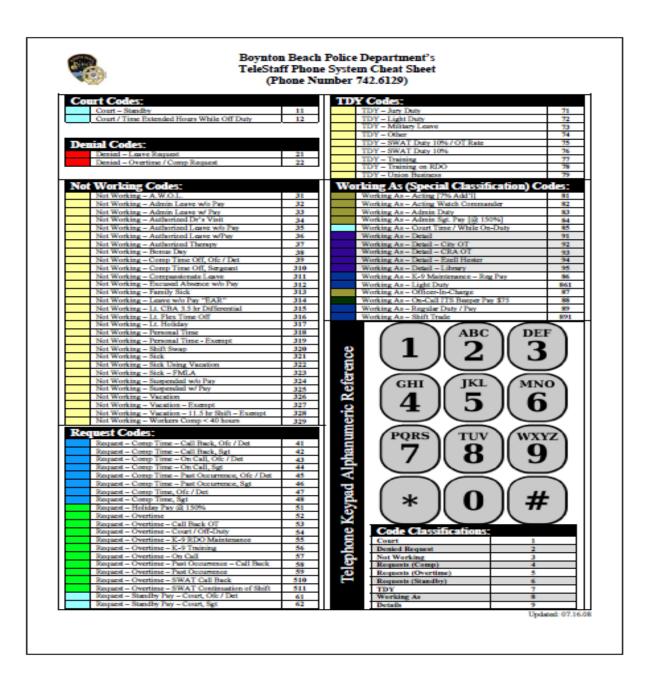


Neighborhood Officer Program Hours Worked during Rating Period

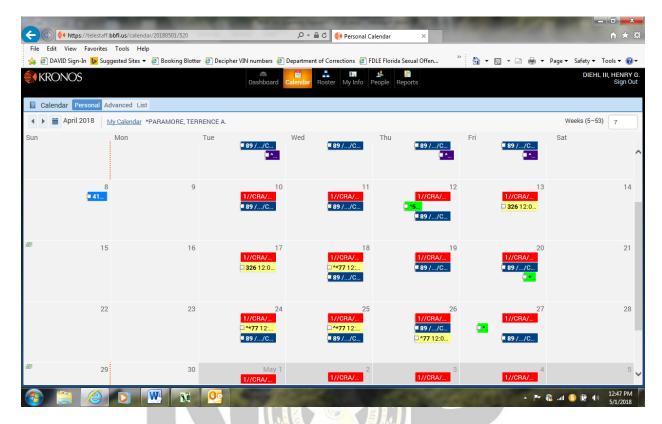
The following Program Officers' scheduling was gleaned from the Boynton Beach Police

Department electronic database that monitors staffing needs; entitled KRONOS® – TeleStaff.

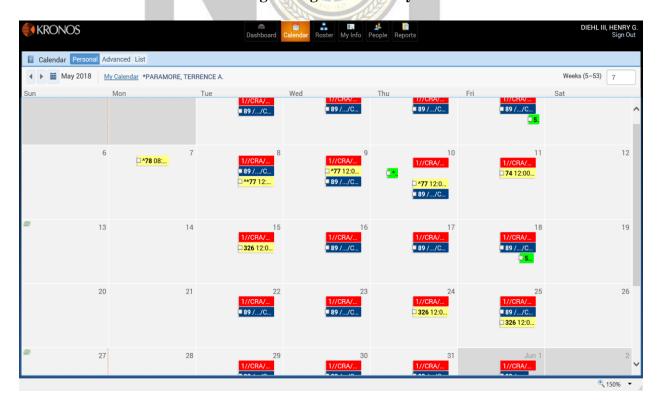
Below is the reference guide to decipher the color and numeric codes



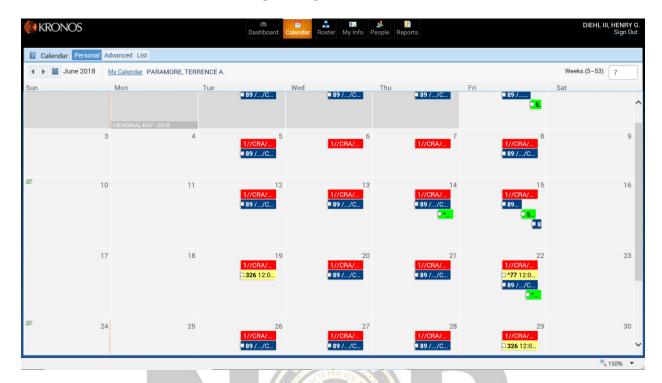
Officer Paramore's Schedule during Rating Period – April 2018



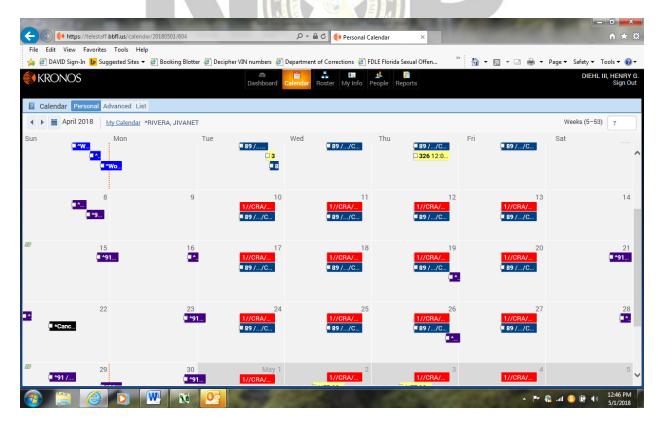
Officer Paramore's Schedule during Rating Period - May 2018



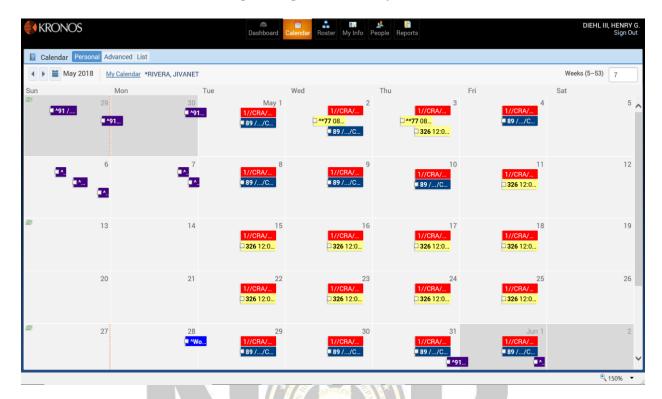
Officer Paramore's Schedule during Rating Period – June 2018



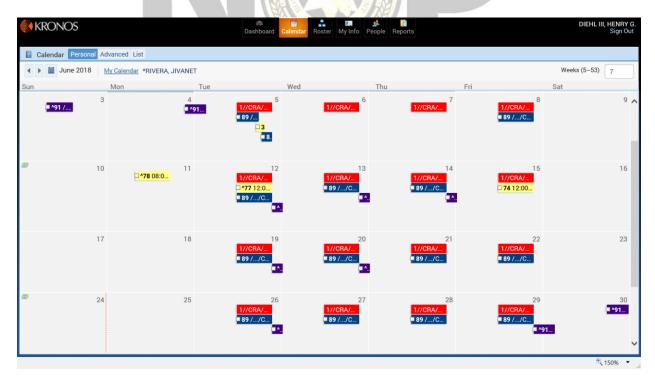
Officer Rivera's Schedule during Rating Period - April 2018



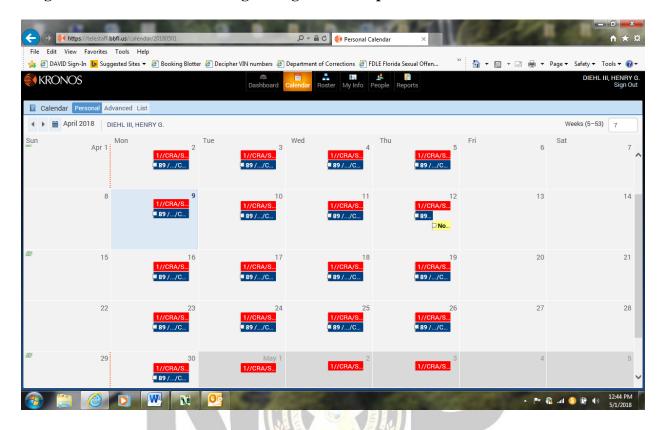
Officer Rivera's Schedule during Rating Period - May 2018



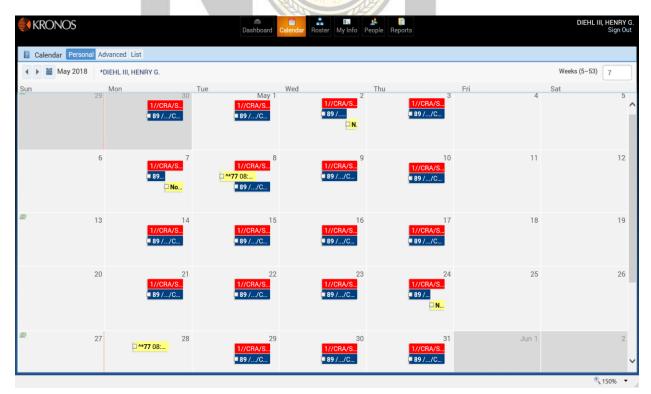
Officer Rivera's Schedule during Rating Period – June 2018



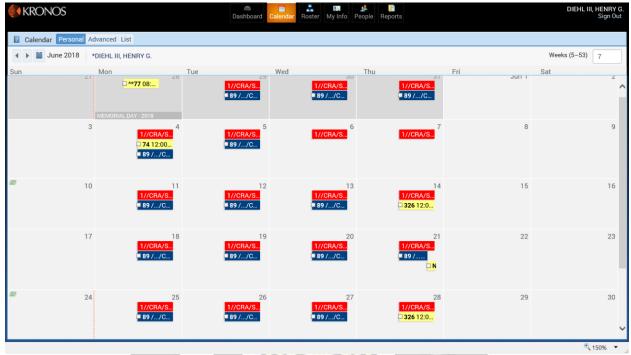
Sergeant Diehl's Schedule during Rating Period – April 2018



Sergeant Diehl's Schedule during Rating Period – May 2018



Sergeant Diehl's Schedule during Rating Period – June 2018





BOYNTON BEACH CRA

Heart of Boynton Criminal Statistics for Rating Period

The following criminal statistics was gleaned from the Boynton Beach Police Department Records Management System (RMS); entitled Acuity/QED - *Web/Partner*™.

APPENDIX A



Neighborhood Officer Program S.M.A.R.T. Goals

When setting goals it is very important to remember that the goals must be consistent with the mission statement of both the Boynton Beach Community Redevelopment Agency (CRA) and the Boynton Beach Police Department. As part of the essential criteria for the Neighborhood Officer Program is to create a Specific, Measurable, Attainable, Realistic, and Timely goal that the program wants to accomplish. The purpose of distributing CSI – SmartWater(R) is to reduce burglaries and associated thefts, while simultaneously distracting trespassers and vandals from committing crimes.

During this quarter, the Neighborhood Officer Program collaborated with the Boynton Beach Police Department's Crime Prevention Unit to provide CSI - SmartWater® to the residents and business owners of the Heart of Boynton. The distribution of FREE CSI – SmartWater® Forensic Coding System/Packets was provided at community meetings and displayed at the Neighborhood Officer Program Office.

We successfully provided **9** FREE CSI – SmartWater® Forensic Coding Packets to residents in the community – This is a <u>decrease</u> of **13** in comparison of last quarter. The decrease is contributed on the lack of full-time office.

Neighborhood Officer Program Activity Log

We continued our partnerships with our other community stakeholders – Heart of Boynton Association, Habitat for Humanity, Cub Scout – Pack #243, Boynton Beach Pathways to Prosperity, the Boynton Beach Coalition of Clergy and the Boynton Beach Community Redevelopment Agency (CRA).

April 2018

April 2nd – Sergeant Diehl logged in and checked the Boynton Beach Police Department **INFORMATIONAL TIP LINE** for any messages pertaining to the **Heart of Boynton**; there were <u>0 (zero) messages</u> – this was at the request by the **Police Administration**.

April 2nd – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 N. Seacrest Blvd., Boynton Beach, FL.

April 2nd – Sergeant Diehl conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 2nd – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

April 2^{nd} – Sergeant Diehl worked on 2^{nd} Quarterly Report (FY 2017/18) for the Neighborhood Officer Program.

April 2nd – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 3600 block S. Seacrest Blvd., Boynton Beach, FL.

April 2nd – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association Meeting** at Carolyn Sims Center.

April 2nd – Sergeant Diehl conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 3rd – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association,** in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

April 3rd – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the <u>1300 N. Seacrest Blvd.</u>, <u>Boynton Beach</u>, <u>FL.</u>

April 3rd – The Neighborhood Officer Program conducted four (4) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 3rd – Sergeant Diehl logged in and monitored the Mobile License Plate Reader as it monitored traffic in District I & II.

April 3rd – Officer Rivera mentored one (1) child at the Boynton Beach City Library.

April 3^{rd} – Sergeant Diehl worked on 2^{nd} Quarterly Report (FY 2017/18) for the Neighborhood Officer Program.

April 3rd – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2**; however, this trailer was off-line.

April 3rd – The Neighborhood Officer Program attended the **Cub Scout Pack #243** meeting at Poinciana Elementary School.

April 3rd – Sergeant Diehl and Officer Paramore assisted patrol operations regarding case number 18-018447 – traffic crash (vehicle vs. pedestrian.)

April 3rd – The Neighborhood Officer Program conducted four (4) separate extra patrols of the **Habitat for Humanity** located at **117 NW 10th Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.**

April 3rd – Officer Paramore met with Theresa Utterback, at the CRA offices. CRA Executive Director Michael Simon and Ms. Utterback requested a police report regarding a former Women's Club/CRA employee (Bernando J. Pizarro) continuously calling/emailing Ms. Utterback. At the direction of Sergeant Diehl; Officer Paramore completed a police report documenting the series of contacts between Mr. Pizarro and Ms. Utterback – reference our case number 18-017379.

April 3rd – Officer Rivera conducted one (1) extra patrol of the Cherry Hill Mini-Mart located at 1203 NW 4th Street.

April 3rd – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the Heart of Boynton – five (5) families served.

April 4th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 N. Seacrest Blvd., Boynton Beach, FL.

April 4th – The Neighborhood Officer Program facilitated the "Boynton Beach Police Department Pre-School Book Drive" – today was sorting the books for distribution. This event is in collaboration with Stephanie Slater, Office of Media Relations; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

April 4th – The Neighborhood Officer Program facilitated a "Dialogue to Change Meeting"
– hosted by Bridges of Boynton Beach. The event was located at St. John's Church.

April 4th – The Neighborhood Officer Program attended the Habitat for Humanity – "Furnishings Dedication" located at 117 NW 10th Avenue, Boynton Beach, FL.

April 4th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Avirom Survey Crew** located at **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.**

April 4th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and**Speed Measurement Trailer #2; however, both LPR's were off-line.

April 4th – Sergeant Diehl worked on 2nd Quarterly Report (FY 2017/18) for the Neighborhood Officer Program.

April 4th – The Neighborhood Officer Program conducted three (3) separate extra patrols of the **Habitat for Humanity Home** located at **224 NE 11**th **Avenue, Boynton Beach, FL** – our attendance was requested by **Habitat for Humanity** – **Crystal Spears.**

April 4th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 5th – Officer Rivera mentored one (1) child at the Boynton Beach City Library.

April 4th – The Neighborhood Officer Program facilitated "Sweat with a COP" at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor;** and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

April 5th – The Neighborhood Officer Program attended the "Early Childhood Leadership Committee Meeting" – hosted by Bridges of Boynton Beach located at *Forest Park Elementary School*.

April 5th – The Neighborhood Officer Program facilitated the "Boynton Beach Police Department Pre-School Book Drive" – today was distribution to <u>five (5)</u> Early Learning Centers in **District I and II**. This event is in collaboration with Stephanie Slater, Office of Media Relations; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

April 5th – The Neighborhood Officer Program attended the **Community Redevelopment Agency** – **Advisory Board (CRAAB) Meeting** at Intracoastal Park.

April 5th – Officer Paramore assisted patrol operations regarding case number 18-018884 – missing juvenile/suspicious incident.

April 5th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 N. Seacrest Blvd., Boynton Beach, FL.

April 5th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 5th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

April 5th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 5^{th} – Sergeant Diehl worked on 2^{nd} Quarterly Report (FY 2017/18) for the Neighborhood Officer Program.

April 5th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

April 5th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 5th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Habitat for Humanity** located at **117 NW 10**th **Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.**

April 5th – Officer Rivera assisted patrol operations regarding case number 18-018874 – traffic crash.

April 5th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the <u>3600 S. Seacrest Blvd.</u>, Boynton Beach, FL.

April 6th – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 N. Seacrest Blvd., Boynton Beach, FL.

April 6th – The Neighborhood Officer Program conducted one (1) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 6th – Officer Paramore logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

April 6th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat for Humanity** located at **117 NW 10th Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.**

April 6th – Officer Paramore logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the <u>3600 S. Seacrest Blvd.</u>, Boynton Beach, FL.

April 6th – Officer Rivera attended CRA sponsored "**Movies in the Park**" at the CRA Amphitheater (129 E. Ocean Avenue, Boynton Beach, FL) – our attendance was requested by **CRA Executive Director Mike Simon.**

April 7th – The Neighborhood Officer Program facilitated the "**Youth Symposium**" at Carolyn Sims Center. This event is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

April 8th – Officer Paramore attended **SWAT Training** – at the Boynton Beach Mall.

April 9th – Sergeant Diehl logged in and checked the Boynton Beach Police Department **INFORMATIONAL TIP LINE** for any messages pertaining to the **Heart of Boynton**; there were 0 (zero) messages – this was at the request by the **Police Administration**.

April 9th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the <u>1300 N. Seacrest Blvd.</u>, <u>Boynton Beach</u>, <u>FL.</u>

April 9th – Sergeant Diehl conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 9th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

April 9th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Habitat for Humanity** located at **117 NW** 10th **Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**.

April 9th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the <u>3600 S. Seacrest Blvd., Boynton Beach, FL.</u>

April 9th – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association Meeting** at Carolyn Sims Center.

April 10th – The Neighborhood Officer Program attended the CRA Board Meeting at City Hall
 Chambers.

April 10th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

April 10th – Officer Paramore attended **SWAT Training** – at the Palm Beach Sheriff's Office Firearms Range (20 mile bend).

April 10th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 10th – Officer Rivera mentored one (1) child at the Boynton Beach City Library.

April 10th – The Neighborhood Officer Program attended the Cub Scout Pack #243 meeting at Poinciana Elementary School.

April 10th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1, and Speed Measurement Trailer #2; however, all three LPR's were off-line.

April 10th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 10th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat** for Humanity Home located at 224 NE 11th Avenue, Boynton Beach, FL – our attendance was requested by **Habitat for Humanity – Crystal Spears.**

April 10th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

April 10th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pick-up loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 10th – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – **four (4) families served.**

April 10th – Officer Rivera conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 10th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

April 10th – Officer Rivera conducted one (1) extra patrol of the Family Dollar located at 100 NE 10th Avenue, Boynton Beach, FL.

April 10th – Officer Rivera conducted one (1) extra patrol of the Palmetto Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL.

April 11th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader; however, this LPR was off-line.

April 11th – The Neighborhood Officer Program conducted one (1) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 11th – The Neighborhood Officer Program facilitated "**Sweat with a COP**" at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

April 11th – The Neighborhood Officer Program facilitated a "Dialogue to Change Meeting" – hosted by Bridges of Boynton Beach. The event was held at *St. John's Church*.

April 11th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pick-up loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 11th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

April 11th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1, and Speed Measurement Trailer #2; however, all three LPR's were off-line.

April 11th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 12th – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 12th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity Home located at 224 NE 11th Avenue, Boynton Beach, FL – our attendance was requested by Habitat for Humanity – Crystal Spears.

April 12th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 12th – Officer Paramore attended two (2) separate SWAT Operations.

April 12th – Officer Rivera mentored one (1) child at the Boynton Beach City Library.

April 12th – Officer Rivera conducted one (1) extra patrol of the Family Dollar located at 100 NE 10th Avenue, Boynton Beach, FL.

April 12th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 12th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1, and Speed Measurement Trailer #2; however, all three LPR's were off-line.

April 13th – Officer Rivera conducted one (1) extra patrols of the Habitat for Humanity Home located at 224 NE 11th Avenue, Boynton Beach, FL – our attendance was requested by Habitat for Humanity – Crystal Spears.

April 13th – Officer Rivera logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1, and Speed Measurement Trailer #2; however, all three LPR's were off-line.

April 13th – Officer Rivera conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 13th – Officer Rivera conducted one (1) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 13th – Officer Rivera conducted one (1) extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 13th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

April 13th – Officer Rivera mentored neighborhood children as they frequent Carolyn Sims Center – located at 225 NW 12th Avenue, Boynton Beach, FL.

April 16th – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association Meeting** at Carolyn Sims Center.

April 16th – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 16th – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

April 16th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 16th – Sergeant Diehl logged in and checked the Boynton Beach Police Department **INFORMATIONAL TIP LINE** for any messages pertaining to the **Heart of Boynton**; there were 0 (zero) messages – this was at the request by the **Police Administration**.

April 16th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, all three LPR's were off-line.

April 16th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 16th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

April 16th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pick-up loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 17th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the **Habitat for Humanity** located at **224 NE 11**th **Avenue** – our attendance was requested by **Crystal Spears w/ Habitat for Humanity.**

April 17th – Officer Rivera tutored one (1) child at the Boynton Beach City Library.

April 17th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

April 17th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 17th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader and Speed Measurement Trailer #1; however, these LPR's were off-line.

April 17th – The Neighborhood Officer Program conducted three (3) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 17th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the <u>3600 block S. Seacrest Blvd.</u>, Boynton Beach, FL.

April 17th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pick-up loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 17th – The Neighborhood Officer Program attended the Cub Scout Pack #243 meeting at Poinciana Elementary School.

April 17th – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – **two (2) families served.**

April 17th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

April 18th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 3600 block S. Seacrest Blvd., Boynton Beach, FL.

April 18th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

April 18th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader and Speed Measurement Trailer #1; however, these LPR's were off-line.

April 18th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

April 18th – The Neighborhood Officer Program facilitated "Sweat with a COP" at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

April 18th – The Neighborhood Officer Program facilitated a "Dialogue to Change Meeting" – hosted by Bridges of Boynton Beach. The event was held at *St. John's Church*.

April 18th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pick-up loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 18th – The **Neighborhood Officer Program** received information from the **Police Administration** that large crowds and food trucks were expected at **Sara Sims Park** (between 5:00p to 9:00p) – our attendance was requested to assist patrol operations on "preventing" any such activities.

April 18th – The Neighborhood Officer Program conducted one (1) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 18th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 19th – Officer Rivera mentored/tutored one (1) child at the Boynton Beach City Library.

April 19th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 19th – Officer Rivera conducted one (1) extra patrol of the Palmetto Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL.

April 19th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

April 19th – Officer Paramore facilitated **Healthier Boynton Beach Community Forum** at the **Carolyn Sims Center.** The **Heart of Boynton Association** (Willie Aikens) received a grant to assist their efforts to provide care for individuals who reside in the Heart of Boynton.

April 19th – Officer Paramore and Officer Rivera assisted patrol operations regarding case number 18-021471 – shooting near/at the **Cherry Hill Mini-Mart** (1200 block NW 4th Street).

April 19th – Officer Paramore logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #2 and Speed Measurement Trailer #1; however, these LPR's were off-line.

April 19th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 19th – Officer Rivera conducted one (1) extra patrol of the Family Dollar located at 100 NE 10th Avenue, Boynton Beach, FL.

April 20th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

April 20th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 20th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

April 20th – Sergeant Diehl attended <u>mandatory</u> "**Police Driving/Familiarization Course**" at the Palm Beach County Sheriff's Office Driving Pad – located on Pike Road, West Palm Beach, FL.

April 20th – Officer Paramore attended CRA sponsored "**Music on the Rocks**" at the CRA Amphitheater (129 E. Ocean Avenue, Boynton Beach, FL) – our attendance was requested by **CRA Executive Director Mike Simon.**

April 20th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 20th – Officer Paramore logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #2 and Speed Measurement Trailer #1; however, these LPR's were off-line.

April 20th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 21st – Sergeant Diehl facilitated Cub Scout Pack #243 by attending the Boynton Beach Earth Day Concert at the Boynton Beach Links. The scouts helped pickup and dispose of recyclables – while simultaneously promoting good recycling habits.

April 23rd – Sergeant Diehl logged in and checked the Boynton Beach Police Department **INFORMATIONAL TIP LINE** for any messages pertaining to the **Heart of Boynton**; there were <u>0 (zero) messages</u> – this was at the request by the **Police Administration**.

April 23rd – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 23rd – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

April 23rd – Sergeant Diehl conducted two (2) separate extra patrols of the Avirom Survey

Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director

Mike Simon and Police Administration.

April 23rd – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association Meeting** at Carolyn Sims Center.

April 23rd – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #2 and Speed Measurement Trailer #1; however, these LPR's were off-line.

April 23rd – Sergeant Diehl conducted two (2) separate extra patrols of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive **Director Mike Simon** and **Police Administration.**

April 24th – Officer Paramore attended "**Less Lethal Instructor Course**" training at the North Palm Beach Police Department.

April 24th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #2 and Speed Measurement Trailer #1; however, these LPR's were off-line.

April 24th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 24th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 24th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

April 24th – The Neighborhood Officer Program attended the **Cub Scout Pack #243** meeting at **Poinciana Elementary School.**

April 24th – Sergeant Diehl conversed with a representative with **VUP Media, Inc.,** regarding scheduling filming a marketing video for the **Neighborhood Officer Program.** We agreed to schedule interviews in the up-coming days.

April 24th – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – **two (2) families served.**

April 25th – Sergeant Diehl conversed with staff with **Congress Middle School** regarding the students that reside in the Heart of Boynton – our assistance was requested by **Police Administration.**

April 25th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 25th – Officer Paramore attended "Less Lethal Instructor Course" training at the North Palm Beach Police Department.

April 25th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader and Speed Measurement Trailer #2; however, these LPR's were off-line.

April 25th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

April 25th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

April 25th – The **Neighborhood Officer Program** met with **VUP Media, Inc.,** regarding filming a marketing video for the Neighborhood Officer Program. The focus was directed towards the food distribution and child mentoring in the Heart of Boynton.

April 25th – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – **three (3) families served.**

April 25th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pick-up loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 25th – Officer Rivera conducted one (1) extra patrol of the Palmetto Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL.

April 25th – The Neighborhood Officer Program conducted three (3) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 25th – Officer Rivera conducted one (1) extra patrol of the Palmetto Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL.

April 25th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the <u>1300 block N. Seacrest Blvd.</u>, Boynton Beach, FL.

April 25th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 25th – After the **Police Administration** efforts on April 18th to shut down the community driven "*Peace in the Park*" at **Sara Sims Park** – this week the **Boynton Beach Police Department** in collaboration with the **Neighborhood Officer Program** formed an ad-hoc basketball team to play with the citizenry as an outreach effort.

April 25th – Sergeant Diehl and Officer Rivera conversed with Frank Danysh, representing "Adopt-A-Cop USA®", to discuss a barrage of emails from former members of the organization.

April 26th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pick-up loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 26th – Officer Paramore attended "**Less Lethal Instructor Course**" training at the North Palm Beach Police Department.

April 26th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 26th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader and Speed Measurement Trailer #2; however, these LPR's were off-line.

April 26th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

April 26th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the <u>1300 block N. Seacrest Blvd.</u>, Boynton Beach, FL.

April 26th – Officer Rivera conducted one (1) extra patrol of the Palmetto Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL.

April 26th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 26th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 26th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

April 26th – Officer Rivera assisted patrol operations regarding CAD 18-034825 – delayed theft from the **Habitat for Humanity** home located at **224 NE 11**th **Avenue, Boynton Beach, FL**.

April 27th – Officer Paramore attended **SWAT** function.

April 27th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 27th – Officer Paramore logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

April 27th – Officer Paramore conducted one (1) extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

April 27th – Officer Paramore conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

April 27th – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

April 27th – Officer Rivera facilitated/mentored children at Congress Middle School – **dubbed**"Boys in Blue" Mentoring Program.

April 27th – Officer Rivera mentored the children who attend Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

April 27th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat** for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

April 28th – The Neighborhood Officer Program facilitated a "Kindergarten Jump Start" – hosted by Bridges of Boynton Beach. The event was held at *St. John's Church* and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

April 30th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pick-up loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

April 30th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

April 30th – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

April 30th – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

April 30th – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association**Meeting at Carolyn Sims Center.

April 30th – Sergeant Diehl logged in and checked the Boynton Beach Police Department **INFORMATIONAL TIP LINE** for any messages pertaining to the **Heart of Boynton**; there were <u>0 (zero) messages</u> – this was at the request by the **Police Administration**.

April 30th – Sergeant Diehl conducted two (2) separate extra patrols of the Avirom Survey

Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director

Mike Simon and Police Administration.

April 30th – Sergeant Diehl conducted two (2) separate extra patrols of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive **Director Mike Simon** and **Police Administration.**

April 30th – Sergeant Diehl assisted children at **Galaxy Elementary** (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

May 2018

BOYNTON BEACH CRA

May 1st – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

May 1st – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association,** in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

May 1^{st} – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – <u>four (4) families served.</u>

May 1st – The Neighborhood Officer Program attended the Cub Scout Pack #243 meeting at Poinciana Elementary School.

May 1st – Sergeant Diehl assisted children at Galaxy Elementary (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

May 1st – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 1st – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 1st – The Neighborhood Officer Program conducted three (3) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 1st – Officer Rivera conducted one (1) extra patrol of the Palmetto Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL.

May 1st – Officer Paramore conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL – ref. our case 18-023670. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 1st – Officer Paramore conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL – ref. our case 18-023664. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 1st – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 1st – The Neighborhood Officer Program conducted three (3) separate extra patrols of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 1st – Officer Rivera mentored/tutored one (1) child at the Boynton Beach City Library.

May 1st – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

May 2nd – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 2nd – Officer Paramore conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL – ref. our case 18-023892. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 2nd – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association,** in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

May 2nd – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

May 2nd – The Neighborhood Officer Program conducted two (2) separate extra patrols of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 2nd – The Neighborhood Officer Program connected with the community-led "Peace in the Park" at Sara Sims Park.

May 2nd – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the Heart of Boynton – three (3) families served.

May 2nd – Sergeant Diehl assisted children at Galaxy Elementary (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

May 2nd – The Neighborhood Officer Program facilitated "Sweat with a COP" at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor;** and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

May 2nd – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles. May 2nd – Officer Paramore conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL – ref. our case 18-023888. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 2nd – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 2nd – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 3rd – The Neighborhood Officer Program conducted three (3) separate extra patrols of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 3rd – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 3rd – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

 $May 3^{rd}$ – Officer Paramore attended mandatory SWAT Training.

May 3rd – Sergeant Diehl attended the Community Redevelopment Agency – Advisory Board (CRAAB) Meeting at City Hall – Chambers.

May 3rd – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

May 3rd – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 3rd – The Neighborhood Officer Program conducted two (2) separate extra patrols of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 4th – Officer Rivera attended <u>mandatory</u> "Police Driving/Familiarization Course" at the Palm Beach County Sheriff's Office Driving Pad – located on Pike Road, West Palm Beach, FL.

May 4th – Officer Paramore conducted three (3) separate extra patrols of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 4th – Officer Paramore conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 4th – Officer Paramore logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 4th – Officer Paramore attended CRA sponsored "Movies in the Park" at the CRA Amphitheater (129 E. Ocean Avenue, Boynton Beach, FL) – our attendance was requested by CRA Executive Director Mike Simon.

May 4th – Officer Paramore conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 4th – Officer Paramore conducted one (1) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 4th – Officer Paramore conducted one (1) extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 5th – The Neighborhood Officer Program facilitated a "Community Outreach" – hosted by New Disciples Worship Center/Coalition of Clergy. The event was held at *Sara Sims Park* and is designed as a community outreach program to directly have an impact between Law Enforcement and the community.

May 7th – Sergeant Diehl logged in and checked the Boynton Beach Police Department INFORMATIONAL TIP LINE for any messages pertaining to the Heart of Boynton; there were 0 (zero) messages – this was at the request by the Police Administration.

May 7th – Sergeant Diehl conducted one (1) extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 7th – Officer Paramore attended <u>mandatory</u> training – hosted by the **Boynton Beach Police**Department.

May 7th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles. May 7th – Sergeant Diehl assisted children at Galaxy Elementary (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

May 7th – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 7th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 7th – Sergeant Diehl conducted one (1) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 7th – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 7th – The Neighborhood Officer Program in collaboration with the Boynton Beach Police Department Explorers hosted a mentoring session with "Cub Scout – Pack #243." The mentoring session was held at *the police training facility* and was designed as a community outreach program to directly have an impact between Law Enforcement and the Scouts.

May 8th – Officer Rivera mentored/tutored one (1) child at the Boynton Beach City Library.

May 8th – The Neighborhood Officer Program attended the Community Redevelopment

Agency – Board Meeting at City Hall – Chambers.

May 8th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

May 8th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

May 8th – The Neighborhood Officer Program conducted two (2) extra patrol of the **Habitat for Humanity** located at **224 NE 11th Avenue** – our attendance was requested by **Crystal Spears w**/ **Habitat for Humanity.**

May 8th – Officer Rivera conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 block of NE 13th Avenue, Boynton Beach, FL.

May 8th – Officer Paramore attended mandatory SWAT Training.

May 8th – The Neighborhood Officer Program conducted two (2) extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 8th – The Neighborhood Officer Program conducted one (1) extra patrol of New Disciples

Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by

Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 8th – Sergeant Diehl assisted children at Galaxy Elementary (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

May 8th – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – <u>six (6) families served.</u>

May 8th – The Neighborhood Officer Program conducted two (2) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 9th – Sergeant Diehl attended an Adopt-A-Cop USA® board meeting, hosted by Frank Danysh – the meeting was held at TooJay's® (398 N. Congress Avenue, Boynton Beach, FL.)

May 9th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 9th – Officer Paramore attended <u>mandatory</u> training – hosted by the **Boynton Beach Police**Department.

May 9th – The Neighborhood Officer Program conducted two (2) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

May 9th – Officer Rivera conducted one (1) extra patrol of the Cherry Hill Mini-Mart located at 1203 NW 4th Street, Boynton Beach, FL.

May 9th – Sergeant Diehl facilitated children at the **Galaxy Elementary** (morning) cross-walk.

The extra police presence was at the request of CRA Board Member Mack McCray.

May 9th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

May 9th – The Neighborhood Officer Program facilitated "Sweat with a COP" at Carolyn Sims Center. This program is in collaboration with Frank Ireland, Carolyn Sims Center Supervisor; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

May 9th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

May 9th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat for Humanity** located at **224 NE 11th Avenue** – our attendance was requested by **Crystal Spears w**/ **Habitat for Humanity.**

May 9th – The Neighborhood Officer Program conducted two (2) extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive **Director Mike Simon** and **Police Administration**.

May 9th – The Neighborhood Officer Program conducted one (1) extra patrol of **New Disciples**Church located at **239 NE 11th Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building.

May 9th – Officer Rivera conducted one (1) extra patrol of the Habitat for Humanity located at 722 NW 7th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 9th – The Neighborhood Officer Program conducted two (2) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 9th – Sergeant Diehl assisted children at Galaxy Elementary (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

May 9th – The Neighborhood Officer Program connected with the community-led "Peace in the Hood" at Sara Sims Park.

May 9th – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the Heart of Boynton – <u>four (4) families served.</u>

May 10th – Officer Rivera met with Willie Aikens, President of the Heart of Boynton Homeowner's Association, in the Heart of Boynton. Mr. Aikens was provided shelving/racks for an up-coming rummage sale/fundraiser for the Heart of Boynton Association.

May 10th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL.

May 10th – Officer Paramore attended <u>mandatory</u> training – hosted by the **Boynton Beach**Police Department.

May 10th – Officer Rivera completed mandatory "Less Lethal" training via PowerDMS®.

May 10th – Sergeant Diehl instructed a panhandler to leave the area – at the northbound exit ramp of interstate 95; at the request of the CRA Board Member Mack McCray.

May 10th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 10th – Sergeant Diehl coordinated with the removal services company to have a deceased feline removed from the roadway at 804 NW 4th Street; at the request of the CRA Board Member Mack McCray – reference our case number 18-025221.

May 10th – The Neighborhood Officer Program in partnership with Habitat for Humanity sponsored "Home Dedication Event – Women Build" at 722 NW 2nd Street, Boynton Beach, FL.

May 10th – Sergeant Diehl facilitated children at the Galaxy Elementary (morning) cross-walk.

The extra police presence was at the request of CRA Board Member Mack McCray.

May 10th – Sergeant Diehl conversed with Kevin Homer, who was referred by Mayor Steven Grant. Mr. Homer who voiced concerns about myriad of items regarding the Boynton Beach Marine Unit not handling an abandoned vessel to his pleasing – to the smell of marijuana at Intracoastal Park. After speaking with several individuals in the Police Administration; Mr. Homer stated that he felt better after speaking with me – that I somehow was able to provide him an opportunity to vent his concerns.

May 10th – The Neighborhood Officer Program conducted one (1) extra patrol of **New Disciples**Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by

Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 10th – Officer Rivera conducted one (1) extra patrol of the Palmetto Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL.

May 10th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 10th – The Neighborhood Officer Program conducted one (1) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 11th – Sergeant Diehl attended the **Heart of Boynton** – **Fish Fry Fundraiser** at 201 NE 6th Avenue, Boynton Beach, FL – during this event several community interactions were made.

May 14th – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL – during this extra patrol several community interactions.

May 14th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

May 14th – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association**Meeting at Carolyn Sims Center.

May 14th – Sergeant Diehl conducted two (2) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 14th – Sergeant Diehl conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 14th – Sergeant Diehl assisted children at Galaxy Elementary (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

May 14th – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 14th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 14th – Sergeant Diehl conducted two (2) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 14th – Sergeant Diehl conducted two (2) separate extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 14th – Sergeant Diehl conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 15th – Sergeant Diehl assisted children at Galaxy Elementary (after school) traffic and school bus loop. The extra police presence was at the request of crossing guard; who relayed on a previous occasion that several drivers were making illegal U-Turns in the middle of the road causing a hazardous situation for the children in the cross-walk.

May 15th – Sergeant Diehl conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 15th – Sergeant Diehl conducted two (2) separate extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL – during this extra patrol several community interactions.

May 15th – Sergeant Diehl conducted two (2) extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 15th – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic pickup loop – I positioned myself at Carolyn Sims Center to review the exiting vehicles.

May 15th - Sergeant Diehl attended the Cub Scout Pack #243 meeting at Poinciana Elementary School.

May 15th – Sergeant Diehl conducted two (2) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 15th – Sergeant Diehl conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 15th – Sergeant Diehl assisted patrol operations regarding case number 18-026126 – strongarmed robbery of elderly female.

May 15th – Sergeant Diehl attended the City Commission Meeting at City Hall – Chambers.

May 15th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 15th – Sergeant Diehl conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 15th – Sergeant Diehl conducted two (2) extra patrol of **New Disciples Church** located at **239 NE 11th Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building.

May 16th – The Neighborhood Officer Program conducted two (2) extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 16th – The Neighborhood Officer Program facilitated in the "Things that GO Fair" at Poinciana Elementary. This event is in collaboration with Sandra May, Teacher at Poinciana Elementary School; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who attend this school.

May 16th – Sergeant Diehl and Officer Paramore met with Willie Aikens, President of the **Heart** of Boynton Homeowner's Association, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

May 16th – Sergeant Diehl facilitated children at the Galaxy Elementary (morning) cross-walk. The extra police presence was at the request of CRA Board Member Mack McCray – during this extra patrol several community interactions.

May 16th – The Neighborhood Officer Program conducted two (2) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 16th – The Neighborhood Officer Program conducted one (1) extra patrol of **New Disciples**Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by

Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 16th – Sergeant Diehl conducted two (2) extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 16th – The Neighborhood Officer Program facilitated "Sweat with a COP" at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

May 16th – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the Heart of Boynton – <u>five (5) families served.</u>

May 17th – The Neighborhood Officer Program conducted two (2) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 17th – The Neighborhood Officer Program conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 17th – Sergeant Diehl and Officer Paramore met with Rhonda Holder with Bridges of Boynton Beach – at *St. John's Church*. Today was Rhonda Holder's last day at Bridges of Boynton Beach – we offered our best wishes on her future endeavors.

May 17th – Sergeant Diehl and Officer Paramore attended the Community Redevelopment Agency (CRA) Meeting regarding Special Events Budget Planning for FY 2018/19.

May 17th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 17th – The Neighborhood Officer Program conducted one (1) extra patrol of **New Disciples**Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by

Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 17th – The Neighborhood Officer Program conducted two (2) extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 17th – Officer Paramore attended mandatory **SWAT Training.**

May 17th – Sergeant Diehl attended the Community Redevelopment Agency (CRA) Meeting regarding Neighborhood Officer Program Budget Planning for FY 2018/19.

May 17th – The Neighborhood Officer Program conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 18th – Officer Paramore conducted one (1) extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 18th – Officer Paramore attended Crosspointe Elementary School – Career Day event – our attendance was requested by Police Administration.

May 18th – Officer Paramore attended CRA sponsored "Music on the Rocks" at the CRA Amphitheater (129 E. Ocean Avenue, Boynton Beach, FL) – during this event several community interactions. Our attendance was requested by CRA Executive Director Mike Simon.

May 18th – Officer Paramore conducted one (1) extra patrol of the Avirom Survey Crew located at Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 18th – The Neighborhood Officer Program conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 18th – Officer Paramore conducted one (1) extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 18th – Officer Paramore conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 21st – Sergeant Diehl conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 21st – Sergeant Diehl conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 21st – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association**Meeting at Carolyn Sims Center.

May 21st – Sergeant Diehl conducted one (1) extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 21st – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 21st – Sergeant Diehl conducted two (2) separate extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 21st – Sergeant Diehl conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 21st – Sergeant Diehl conducted two (2) separate extra patrols of Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 21st – Sergeant Diehl conversed with Tony, who represents TonyWhoa! – a Christian Rapper (tonywhoa.com or 317.506.6552). Tony wants to partner with the Neighborhood Officer Program on educating individuals on the decorum during traffic stops and anti-bullying with today's youth

May 22nd – The Neighborhood Officer Program conducted two (2) separate extra patrol of Sara Sims Park – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 22nd – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 461 W. Boynton Beach Blvd., Boynton Beach, FL – during this extra patrol several community interactions.

May 22nd – Sergeant Diehl and Officer Paramore attended the Cub Scout Pack #243 meeting at Poinciana Elementary School.

May 22nd – The Neighborhood Officer Program conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 22nd – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 22nd – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 22nd – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 22nd – The Neighborhood Officer Program conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 22nd – Sergeant Diehl and Officer Paramore assisted patrol operations regarding case number 18-027260 – individuals smoking narcotics at Carolyn Sims Center.

May 22nd – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 23rd – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the <u>1300 N. Seacrest Blvd.</u>, <u>Boynton Beach</u>, <u>FL.</u>

May 23rd – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 23rd – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our attendance was requested by CRA Executive Director Mike Simon and Police

Administration.

May 23rd – The Neighborhood Officer Program conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 23rd – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our attendance was requested by Crystal Spears w/ Habitat for Humanity.

May 23rd – Sergeant Diehl logged in and monitored **Speed Measurement Trailer #2**; however, this LPR was off-line.

May 23rd – The Neighborhood Officer Program facilitated "Sweat with a COP" at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

May 23rd – Officer Paramore assisted patrol operations regarding case number 18-027373 – burglary in progress.

May 23rd – The Neighborhood Officer Program connected with the community-led "Peace in the Hood" at Sara Sims Park.

May 23rd – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 23rd – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 23rd – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader** (LPR) as it monitored southbound traffic in District II.

May 23rd – The Neighborhood Officer Program conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 23rd – Sergeant Diehl assisted patrol operations regarding case number 18-027454 – stolen vehicle triggered the LPR at 1400 N. Seacrest Blvd.

May 24th – Sergeant Diehl conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 24th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored *southbound* traffic in the 1300 N. Seacrest Blvd., Boynton Beach, FL.

May 24th – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 24th – Sergeant Diehl conducted two (2) extra patrol of Sara Sims Park – our assistance was requested by CRA Executive Director Mike Simon and Police Administration.

May 24th – Sergeant Diehl conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

May 24th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

May 24th – Sergeant Diehl conducted two (2) separate extra patrols of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 24th – Sergeant Diehl conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 24th – Sergeant Diehl conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 24th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored *northbound* traffic in the 1300 N. Seacrest Blvd., Boynton Beach, FL.

May 28th – Sergeant Diehl attended <u>mandatory</u> training – hosted by the **Boynton Beach Police**Department.

May 29th – Officer Paramore and Officer Rivera attended the Cub Scout Pack #243 meeting at Poinciana Elementary School – this was the graduation meeting and dinner engagement.

May 29th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton**Homeowner's Association, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

May 29th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 29th – The Neighborhood Officer Program conducted one (1) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

May 29th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

May 29th – Officer Paramore logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 29th – Sergeant Diehl attended <u>mandatory</u> training – hosted by the **Boynton Beach Police**Department.

May 29th – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the Heart of Boynton – three (3) families served.

May 29th – The Neighborhood Officer Program conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 29th – Officer Rivera assisted patrol operations regarding CAD number 18-043959 – translation skills.

May 29th – The Neighborhood Officer Program conducted two (2) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 29th – Officer Rivera assisted patrol operations regarding CAD number 18-043973 – audible alarm.

May 29th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 29th – Officer Rivera conducted two (2) separate extra patrol of the **Palmetto Greens Park** located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 30th – The Neighborhood Officer Program facilitated "Field Day" at Poinciana Elementary School. This program is in collaboration with Frank Daynsh, Adopt-A-COP USA; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

May 30th – The Neighborhood Officer Program facilitated "Sweat with a COP" at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor;** and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

May 30th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton**Homeowner's Association, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

May 30th – Officer Rivera conducted one (1) extra patrol of the Family Dollar located at 100 NE 10th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 30th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 30th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 30th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

May 30th – Sergeant Diehl and Officer Paramore conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 30th – The Neighborhood Officer Program attended a "Community Conversation PRE-Meeting" – hosted by Bridges of Boynton Beach. The event was held at *St. John's Church*.

May 30th – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the Heart of Boynton – <u>five (5) families served.</u>

May 30th – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 30th – Sergeant Diehl conducted two (2) separate extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 30th – Officer Paramore conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 30th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

May 30th – Officer Rivera conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 30th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

May 31st – Sergeant Diehl conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 31st – Sergeant Diehl logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

May 31st – Officer Rivera conducted one (1) extra patrol of the Galaxy Park located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 31st – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

May 31st – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

May 31st – Officer Rivera conducted one (1) extra patrol of the Family Dollar located at 101 NE 10th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 31st – Officer Paramore conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

May 31st – Officer Paramore and Officer Rivera assisted **Detective Joseph** (Support Services) on locating a subject regarding a *possible child abuse/neglect investigation*.

May 31st – The Neighborhood Officer Program facilitated a "Community Conversation Meeting" – hosted by Bridges of Boynton Beach. The event was held at *St. John's Church*.

May 31st – The Neighborhood Officer Program conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

May 31st – Officer Rivera conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

May 31st – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

May 31st – The Neighborhood Officer Program engaged with several children (i.e. played catch) – at the old Neighborhood Officer Program office located at 404 E. MLK Boulevard.

June 2018

June 1st – Officer Paramore and Officer Rivera attended CRA sponsored "Movies in the Park" at the CRA Amphitheater (129 E. Ocean Avenue, Boynton Beach, FL) – our attendance was requested by CRA Executive Director Mike Simon.

June 1st – Officer Paramore logged in and monitored the **Mobile License Plate Reader**, **Speed Measurement Trailer #1 and Speed Measurement Trailer #2**; however, these LPR's were off-line.

June 1st – The **Neighborhood Officer Program** engaged with several after-school children – at Carolyn Sims Center.

June 1st – Officer Paramore attended mandatory **SWAT Training.**

June 1st – Officer Rivera conducted one (1) extra patrol of the Cherry Hill Mini-Mart located at 1213 NW 4th Street, Boynton Beach, FL – during this extra patrol several community interactions.

June 1st – Officer Rivera conducted two (2) extra patrol of **Sara Sims Park** – our assistance was requested by **CRA Executive Director Mike Simon** and **Police Administration.**

June 1st – Officer Paramore conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 3rd – Sergeant Diehl coordinated with the police department to conduct an extra patrol/presence at **Intracoastal Park** – located at 2240 N. Federal Highway. This is in reference to a conversation that I had with **Kevin Homer** on or about May 10, 2018 (see above related notes); regarding drug activity at the park during his clean-up efforts – reference our case 18-029230.

June 5th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**, **Speed Measurement Trailer #1 and Speed Measurement Trailer #2**; however, these LPR's were off-line.

June 5th– The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims Park
– our assistance was requested by CRA Executive Director Mike Simon and Police
Administration.

June 5th – Sergeant Diehl and Officer Paramore attended the **City Commission Meeting** at City Hall – Chambers.

June 5th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 5th – Sergeant Diehl conducted one (1) extra patrol of Galaxy Elementary School located at 550 NW 4th Avenue, Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

June 5th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat for Humanity** located at **224 NE 11th Avenue** – our assistance was requested by **Crystal Spears w**/ **Habitat for Humanity**.

June 5th – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 5th – The Neighborhood Officer Program conducted two (1) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 5th – The Neighborhood Officer Program in collaboration with, Crystal Spears, with Habitat for Humanity[™] participated in a clean-up effort at Sara Sims Park – located at 209 NW 9th Court. Habitat for Humanity[™] coordinated with local schools – together with Mayor Steven Grant and approximately 100 school-aged children cleaned the park – reference our case 18-029594.

June 5th – Officer Paramore conversed with **Frank Ireland**, Event Coordinator at **Carolyn Sims**Center, regarding the Neighborhood Officer Program facilitating his literacy program – dubbed
"Get Lit for Literacy."

June 5th – Sergeant Diehl conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

June 5th – Officer Rivera mentored the children who attend Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

June 6th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and**Speed Measurement Trailer #2; however, these LPR's were off-line.

June 6th – The Neighborhood Officer Program conducted two (2) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 6th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 6th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association,** in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

June 6th – Officer Paramore assisted patrol operations with locating suspected vehicle burglars – reference our case number 18-029777.

June 6th – The **Neighborhood Officer Program** assisted patrol operations with a juvenile complaint (i.e. playing with water guns) – reference our case number 18-029804.

June 6th – Sergeant Diehl and Officer Paramore assisted patrol operations with locating a stolen bicycle at Carolyn Sims Center – reference our case number 18-029802.

June 6th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat for Humanity** located at **224 NE 11th Avenue** – our assistance was requested by **Crystal Spears w**/ **Habitat for Humanity.**

June 6th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

June 6th – The Neighborhood Officer Program conducted two (2) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 6th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 6th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 2400 block N. Seacrest Blvd., Boynton Beach, FL.

June 6th – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the Heart of Boynton – six (6) families served.

June 6th – Officer Paramore assisted patrol operations with locating a stolen vehicle – reference our case number 18-029770.

June 7th – Officer Paramore assisted patrol operations regarding felony vehicle (firearm and narcotics therein) – reference our case number 18-02969.

June 7th – Sergeant Diehl and Officer Paramore attended the Community Redevelopment

Agency Advisory Board (CRAAB) Meeting at City Hall – Chambers.

June 7th – The Neighborhood Officer Program, whilst riding the SegwaysTM stopped and engaged several seniors at the Boynton Beach Senior Center (1021 S. Federal Highway, Boynton Beach, FL.) In addition, CRA Board Member Mack McCray was at the Senior Center as well.

June 7th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 7th – The Neighborhood Officer Program conducted three (3) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 7th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader and Speed Measurement Trailer #1; however, these LPR's were off-line.

June 7th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 7th – Officer Rivera conducted one (1) extra patrol of the Cherry Hill Mini-Mart located at 1213 NW 4th Street, Boynton Beach, FL – during this extra patrol several community interactions.

June 7th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the <u>500 block W. Boynton Blvd., Boynton Beach, FL.</u>

June 7th – The Neighborhood Officer Program conducted two (2) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 7th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 7th – Sergeant Diehl and Officer Paramore assisted patrol operations regarding an individual with a firearm (401 NW 13th Avenue) – reference our case number 18-029967.

June 7th – Officer Rivera conducted one (1) extra patrol of the **Palmetto Greens Park** located at **500 block of NE 13th Avenue, Boynton Beach, FL** – during this extra patrol several community interactions.

June 8th – Officer Rivera conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 8th – Officer Rivera conducted one (1) extra patrol of Sara Sims Park – our assistance was requested by CRA Executive Director Mike Simon and Police Administration.

June 8th – Officer Rivera conducted one (1) extra patrol of the Cherry Hill Mini-Mart located at 1213 NW 4th Street, Boynton Beach, FL – during this extra patrol several community interactions.

June 8th – Officer Rivera conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 8th – Officer Rivera conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 8th – Officer Rivera conducted one (1) separate extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 8th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

June 11th – Officer Paramore attended **Boynton Beach Police Department – Chief Discussion**Panel at Fire Station #5; at the request from the City Manager.

June 11th – Officer Rivera attended <u>mandatory</u> training – hosted by the **Boynton Beach Police**Department.

June 11th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and**Speed Measurement Trailer #2; however, these LPR's were off-line.

June 11th – Sergeant Diehl conducted one (1) extra patrol of Galaxy Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

June 11th – Sergeant Diehl conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 11th – Sergeant Diehl conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11th Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building.

June 11th – Sergeant Diehl conducted two (2) separate extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 11th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 2400 block N. Seacrest Blvd., Boynton Beach, FL.

June 11th – Sergeant Diehl assisted patrol operations **Mr. Bernard Wright** protesting at the **Carolyn Sims Center** – reference our case number(s) 18-030540 and 18-030551.

June 11th – Sergeant Diehl conducted one (1) extra patrol of Poinciana Elementary School located at 1203 N. Seacrest Blvd., Boynton Beach, FL. The patrol is due to the newly adopted Marjory Stoneman Douglas High School Public Safety Act), which articulates that all public schools have a law enforcement officer present during school hours.

June 11th – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 11th – Sergeant Diehl conducted two (2) extra patrol of Sara Sims Park – our assistance was requested by CRA Executive Director Mike Simon and Police Administration.

June 12th – Officer Rivera attended mandatory training – hosted by the Boynton Beach Police Department.

June 12th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader; however, this LPR was off-line.

June 12th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 12th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 12th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 12th – Sergeant Diehl and Officer Paramore attended the Community Redevelopment

Agency Board (CRA) Meeting at City Hall – Chambers.

June 12th – The Neighborhood Officer Program met with CRA Staff for the "2018 Pirate Festival" – operational readiness planning.

June 12th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 2400 block N. Seacrest Blvd., Boynton Beach, FL.

June 12th – The Neighborhood Officer Program conducted two (2) separate extra patrol of **New**Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 12th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 12th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 block W. Boynton Blvd., Boynton Beach, FL.

June 13th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

June 13th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and**Speed Measurement Trailer #1; however, these LPR's were off-line.

June 13th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 13th – Officer Rivera attended "Coffee with a Cop" at Chick-fil-A™ – located at 1560 W. Boynton Beach Blvd., Boynton Beach, FL.

June 13th – Officer Paramore assisted patrol operations regarding a reckless driver in the Heart of Boynton – reference our case number(s) 18-030912.

June 13th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 13th – The Neighborhood Officer Program conducted two (2) extra patrol of the **Habitat** for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 13th – The Neighborhood Officer Program conducted three (3) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 13th – The Neighborhood Officer Program conducted one (1) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 13th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association,** in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

June 13th – Sergeant Diehl and Officer Paramore attended an intra-departmental meeting between the City Manager's Office, Parks and Recreation Supervisor, and Carolyn Sims Center Staff – located at 225 NW 12th Avenue, Boynton Beach, FL. The scope of the meeting was facilitating the communities' concern of lack of access to the center whilst having a safe/secure facility for the children enrolled in the summer camp.

June 13th – Officer Paramore and Officer Rivera assisted patrol operations regarding a domestic involving a firearm (315 W. MLK) – reference our case number(s) 18-030919.

June 13th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the <u>500 block W. Boynton Blvd.</u>, <u>Boynton Beach</u>, <u>FL.</u>

June 13th – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the Heart of Boynton – six (6) families served.

June 14th – Officer Rivera conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 14th – Officer Paramore logged in and monitored the Mobile License Plate Reader, Speed Measurement Trailer #1, and Speed Measurement Trailer #2; however, these LPR's were off-line.

June 14th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 14th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 14th – Officer Paramore attended mandatory SWAT Operation.

June 14th – Officer Rivera facilitated with **Frank Ireland**, Event Coordinator at **Carolyn Sims**Center, regarding the Neighborhood Officer Program mentoring children at his literacy initiative

– dubbed "Get Lit for Literacy."

June 14th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 14th – The Neighborhood Officer Program conducted two (2) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 14th – The Neighborhood Officer Program conducted one (1) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 15th – Officer Paramore conducted one (1) extra patrol of Sara Sims Park – our assistance was requested by CRA Executive Director Mike Simon and Police Administration.

June 15th – Officer Paramore logged in and monitored the Mobile License Plate Reader, Speed

Measurement Trailer #1, and Speed Measurement Trailer #2; however, these LPR's were

off-line.

June 15th – Officer Paramore conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 15th – Officer Paramore attended CRA sponsored "Music on the Rocks" at the CRA Amphitheater (129 E. Ocean Avenue, Boynton Beach, FL) – during this event several community interactions. Our attendance was requested by **CRA Executive Director Mike Simon.**

June 15th – Officer Paramore conducted one (1) extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 18th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**, **Speed**Measurement Trailer #1, and **Speed Measurement Trailer** #2; however, these LPR's were off-line.

June 18th – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 18th – Sergeant Diehl conducted two (2) extra patrol of Sara Sims Park – our assistance was requested by CRA Executive Director Mike Simon and Police Administration.

June 18th – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 18th – Sergeant Diehl conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 18th – Sergeant Diehl conducted two (2) separate extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 18th – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association**Meeting at Carolyn Sims Center.

June 18th – Sergeant Diehl attended a Coalition of Clergy Meeting at New Disciples Church – the meeting was a collaborative meeting between the community-led organizers of "Peace in the Hood", Coalition of Clergy, and the Neighborhood Officer Program.

June 19th – The Neighborhood Officer Program facilitated with **Frank Ireland**, Event Coordinator at **Carolyn Sims Center**, regarding the Neighborhood Officer Program mentoring children at his literacy initiative – dubbed "**Get Lit for Literacy.**"

June 19th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 19th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat** for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 19th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 19th – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 19th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 19th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

June 19th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton**Homeowner's Association, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

June 19th – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – <u>five (5) families served.</u>

June 19th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**, **Speed**Measurement Trailer #1, and **Speed Measurement Trailer** #2; however, these LPR's were off-line.

June 19th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto**Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 20th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1**; as it monitored southbound traffic in the 1300 block N. Seacrest Blvd., Boynton Beach, FL.

June 20th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 20th – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 20th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; as this LPR monitored in traffic in **District II**.

June 20th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association,** in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

June 20th – The Neighborhood Officer Program connected with the community-led "Peace in the Hood" at Sara Sims Park.

June 20th – The Neighborhood Officer Program distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – six (6) families served.

June 20th – Officer Rivera conducted one (1) extra patrol of the Cherry Hill Mini-Mart located at 1213 NW 4th Street, Boynton Beach, FL – during this extra patrol several community interactions.

June 20th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 20th – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 20th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 20th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2**, however, this LPR was off-line.

June 20th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 20th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto**Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 21st – The Neighborhood Officer Program facilitated with **Frank Ireland**, Event Coordinator at **Carolyn Sims Center**, regarding the Neighborhood Officer Program mentoring children at his literacy initiative – dubbed "**Get Lit for Literacy.**"

June 21st – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 21st – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto**Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 21st – The Neighborhood Officer Program conducted one (1) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 21st – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 21st – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 21st – Officer Paramore and Officer Rivera attended a Coalition of Clergy Meeting at
New Disciples Church – the scope was Opioid Dialogue discussion. The meeting was a
collaborative meeting between the Coalition of Clergy and the Neighborhood Officer
Program to start addressing the concerns of the community.

June 21st – The **Neighborhood Officer Program** attended a meeting with the new owners of the *Treasure Chest* Learning Center (**Octavia Bell – renamed King Learning Center**). The scope of the meeting was introductions and seeking NOP partnership on revitalizing the center after the transfer of ownership.

June 21st – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and**Speed Measurement Trailer #2; however, these LPR's were off-line.

June 21st – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 21st – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1**; as it monitored southbound traffic in the <u>1300 block N. Seacrest Blvd.</u>, Boynton Beach, FL.

June 22nd – Officer Rivera conducted two (2) extra patrol of Sara Sims Park – our assistance was requested by CRA Executive Director Mike Simon and Police Administration.

June 22nd – Officer Rivera conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 22nd – Officer Rivera conducted one (1) separate extra patrol of **New Disciples Church** located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by **Pastor** Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 22nd – Officer Rivera conducted one (1) separate extra patrol of the **Habitat for Humanity** located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 22nd – Officer Paramore attended <u>mandatory</u> "Police Driving/Familiarization Course" at the Palm Beach County Sheriff's Office Driving Pad – located on Pike Road, West Palm Beach, FL.

June 22nd – Officer Paramore attended mandatory **SWAT Operation**.

June 22nd – Officer Rivera conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 block NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 25th – Sergeant Diehl conducted two (2) extra patrol of Sara Sims Park – our assistance was requested by CRA Executive Director Mike Simon and Police Administration.

June 25th – Sergeant Diehl conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 25th – Sergeant Diehl conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 25th – Sergeant Diehl conducted two (2) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 25th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader and Speed Measurement Trailer #2; however, these LPR's were off-line.

June 25th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 25th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1**; as it monitored southbound traffic in the 1300 block N. Seacrest Blvd., Boynton Beach, FL.

June 25th – Sergeant Diehl attended the **Heart of Boynton** – **Homeowner's Association**Meeting at Carolyn Sims Center.

June 25th – Sergeant Diehl provided (1) football, (2) basketballs, (5) baseball gloves, and (1) bucket of baseballs for the "Peace in the Hood – Boynton Strong Summer Camp." It should be noted that the new toys were purchased/donated by Sergeant Diehl (totaling over \$100.00.)

June 25th – Sergeant Diehl conducted two (2) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 26th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

June 26th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 26th – The Neighborhood Officer Program conducted two (2) extra patrol of the Habitat for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 26th – The Neighborhood Officer Program conducted two (2) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 26th – The Neighborhood Officer Program facilitated with **Frank Ireland**, Event Coordinator at **Carolyn Sims Center**, regarding the Neighborhood Officer Program mentoring children at his literacy initiative – dubbed "**Get Lit for Literacy.**"

June 26th – Officer Paramore assisted "Peace in the Hood – Boynton Strong Summer Camp" – at Carolyn Sims Center.

June 26th – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – <u>four (4) families</u> <u>served.</u>

June 26th – The Neighborhood Officer Program conducted two (2) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 26th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader, Speed**Measurement Trailer #1 and Speed Measurement Trailer #2; however, these LPR's were off-line.

June 26th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 27th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 27th – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association,** in the Heart of Boynton. Mr. Aikens provided perishable food to be distributed to families' in-need in the Heart of Boynton.

June 27th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 27th – The Neighborhood Officer Program attended a "Poverty Simulation" at St. John's Church – the seminar was orchestrated by Pathways to Prosperity (P2P.)

June 27th – Officer Paramore assisted "Peace in the Hood – Boynton Strong Summer Camp" – at Carolyn Sims Center.

June 27th – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Willie Aikens) within the **Heart of Boynton** – <u>four (4) families</u> <u>served.</u>

June 27th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat** for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 27th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 27th – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 27th – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**, **Speed Measurement Trailer #1 and Speed Measurement Trailer #2**; however, these LPR's were off-line.

June 28th – The Neighborhood Officer Program conducted two (2) extra patrol of Sara Sims

Park – our assistance was requested by CRA Executive Director Mike Simon and Police

Administration.

June 28th – Officer Paramore assisted "Peace in the Hood – Boynton Strong Summer Camp" – at Carolyn Sims Center.

June 28th – Officer Rivera mentored the children who attended Burk's Early Learning Center – located at 510 NE 2nd Street, Boynton Beach, FL.

June 28th – The Neighborhood Officer Program conducted one (1) extra patrol of the **Habitat** for Humanity located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 28th – The Neighborhood Officer Program conducted one (1) extra patrol of the Galaxy

Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 28th – The Neighborhood Officer Program conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 28th – Officer Paramore logged in and monitored the Mobile License Plate Reader and Speed Measurement Trailer #2; however, these LPR's were off-line.

June 28th – The Neighborhood Officer Program conducted two (2) separate extra patrol of the Habitat for Humanity located at 117 NW 10th Avenue – our attendance was requested by CRA Executive Director Mike Simon and Police Administration.

June 28th – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1**; as it monitored southbound traffic in the <u>1300 block N. Seacrest Blvd.</u>, Boynton Beach, FL.

June 28th – The Neighborhood Officer Program facilitated with **Frank Ireland**, Event Coordinator at **Carolyn Sims Center**, regarding the Neighborhood Officer Program mentoring children at his literacy initiative – dubbed "**Get Lit for Literacy.**"

June 29th – Officer Rivera conducted one (1) extra patrol of Sara Sims Park – our assistance was requested by CRA Executive Director Mike Simon and Police Administration.

June 29th − Officer Rivera provided a demonstration of the SegwayTM for the campers that attend the "Peace in the Hood − Boynton Strong Summer Camp" − at Carolyn Sims Center.

June 29th – Officer Rivera conducted one (1) extra patrol of the Palmetto Greens Park located at 500 block of NE 13th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 29th – Officer Rivera conducted one (1) extra patrol of the **Habitat for Humanity** located at 224 NE 11th Avenue – our assistance was requested by Crystal Spears w/ Habitat for Humanity.

June 29th – Officer Rivera conducted one (1) extra patrol of the Galaxy Park located at 301 NW 4th Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

June 29th – Officer Rivera conducted one (1) separate extra patrol of New Disciples Church located at 239 NE 11th Avenue, Boynton Beach, FL – our assistance was requested by Pastor Richard Dames; as suspected drug activity is occurring along the west side of the building.

June 30th – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1**; as it monitored southbound traffic in the <u>1300 block N. Seacrest Blvd.</u>, <u>Boynton Beach</u>, <u>FL.</u>

June 30th – Sergeant Diehl logged in and monitored the Mobile License Plate Reader and Speed Measurement Trailer #2; however, these LPR's were off-line.

June 30th – The Neighborhood Officer Program attended a "Last Play Date" at Kids Kingdom Playground.

June 30th – The Neighborhood Officer Program attended a "Health and Wellness Fair" at Boynton Beach Bible Church of God.

SEGWAYTM Log

SegwayTM #1 Data as of April 2, 2018



Odometer (meters): 323301 or 200 miles

Enabled Time: 54812 minutes or 913 hours

SegwayTM #1 Data as of <u>July 2, 2018</u>



Odometer (meters): 328492 or 217 miles

Enabled Time: 59340 minutes or 989 hours

Segway[™] #2 Data as of April 2, 2018



Segway™ #2 Data as of <u>July 2, 2018</u>



Odometer (meters): 274826 or 170 miles

Enabled Time: 55755 minutes or 929 hours



Odometer (meters): 310811 or 193 miles

Enabled Time: 62142 minutes or 1035 hours

Neighborhood Officer Program Photos



Heart of Boynton – Food Distribution

NEIGHBORHOOD OFF BOYNTON BEA



Pre-School Book Drive



Pre-School Book Drive



Mentoring/Tutoring at Library



Youth Symposium at Carolyn Sims Center





Youth Symposium at Carolyn Sims Center



Youth Symposium at Carolyn Sims Center



Child Mentoring/Tutoring at the Library



Reading w/ children at Burk's Center



ITON BEACH CRA

Sweat w/ a COP at Carolyn Sims Center



Sweat w/ a COP at Carolyn Sims Center



Healthier Boynton Beach – Community Forum/Luncheon



Earth Day 2018 at Boynton Links – Cub Scouts





Earth Day 2018 at Boynton Beach Links



Burk's Early Learning Center



Burk's Early Learning Center





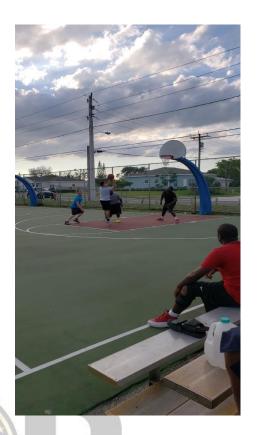
"Peace in the Park" – Sara Sims Park





"Peace in the Park" – Sara Sims Park





"Peace in the Park" – Sara Sims Par





St. John's Church – Kindergarten Jump Start



St. John's - Kindergarten Jump Start



Burk's Early Learning Center



Cub Scouts – Pack #243 decorating pine cones for Mother's Day



Community Outreach at Sara Sims Park





Habitat for Humanity – Women Build



Heart of Boynton – Fish Fry



HOB Fish Fry Fundraiser



HOB Fish Fry Fundraiser



HOB Fish Fry Fundraiser





Scouts - Pack #243 w/ Police Explorers



Scouts - Pack #243 w/ Police Explorers





Cub Scout – Pack #243 w/ Police Explorers



SegwayTM calibrations



Things that GO Fair – Poinciana



Things that GO Fair – Poinciana



Things that GO Fair – Poinciana



Things That GO Fair – Poinciana



Crosspointe Elementary – Career Day



Crosspointe Elementary – Career Day



Crosspointe Elementary – Career Day



Crosspointe Elementary – Career Day



Cub Scouts – Pack #243 Graduation Ceremony/Dinner



Cub Scouts - Pack #243 Graduation Ceremony/Dinner



Cub Scouts – Pack #243 Graduation Ceremony



Field Day at Poinciana Elementary



Field Day at Poinciana Elementary



"Community Conversation Meeting" at St. John's Church



"Community Conversation Meeting" at St. John's Church



"Community Conversation Meeting" at St. John's Church



"Community Conversation Meeting" at St. John's Church



"Community Conversation Meeting" at St. John's Church





Habitat for Humanity – Sara Sims Park





Habitat for Humanity – Sara Sims Park Clean-Up



Habitat for Humanity – Sara Sims Park Clean-Up





Reading and Playing at Burk's Early Learning Center





Playing catch with kids in front of old NOP office



NOP community interaction at Boynton Beach Senior Center







Playtime at Burk's Early Learning Center



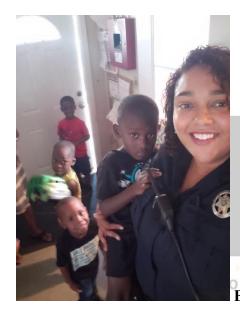
"Get Lit for Literacy" at Sims Center



"Get Lit for Literacy" at Sims Center



Summer Camp at Sims Center







"Boynton Strong" Campers at Sims Center



"Boynton Strong" Campers at Sims Center



Health & Wellness Fair 2018 – Flyer





Health & Wellness Fair 2018 at BBCOG



Health & Wellness Fair 2018 at BBCOG





Health & Wellness Fair 2018 at BBCOG







BOYNTON BEACH INCIDENTS - 04/01/2018 TO 06/30/2018

All Incident Types



Reporting Areas Selected: 301, 302, 305, 306 For: All Days of the Week with No Time Restrictions, Excluding All Filtered Addresses **LEGEND** Incident Types Total Incidents Selected = 69 Assault--Assault - Firearm (2) Assault--Strongarm Assault -(3) Extortion--Criminal Mischief (2) (3) Motor Vehi--Stolen Automobile Other Offe--Offenses Not Covered (27) Other--Recovered Stolen My (6) Person--Simple Assault (2) Possess Ma--Possession Of Mariju (5) Possess Op--Possession Of Opium/ (2) Property--Larceny Over \$200 -(2) Property--Larceny Under \$50 -(6) Property--Lrcny Btwn \$50 & \$20 (5) Palmetto Greens Line \bigcirc All Others (4) -1.95-NW-13th-Ave Extortion--Criminal Misch NE-13th-Ave Wilson Park NE-12th Ave Other Offe-Offenses Not Covered Reporting NW-12th Ave Areas Barton NE-11th Ave Other--Recovered Stolen Mv Park NW-11th Ave Other--Recovered Stolen Mv Property--Lrcny Btwn \$50 NE-9th-A Sara Sims Park NW-9th-Ave NE-8th-Ave -N-Boynton:Beach-Blvd-To-I-95 NW-8th-Ave Other Offe-Offenses Not Covered NE-7th-St Other Offe--Offenses Not Covered NW-7th Ave Property--Lrcny Btwn \$50 & \$20 NW 6th Ave NE 6th Ave Possess Ma-Possession Of Mariju NW-5th W 5th C NE-5th-Ave NW-5th Ave Other--Recovered Stolen Mv Other--Recovered Assault--Assault - Firearm Ś NE-4th-Ave NW-4th Ave NW 3rd Ave Galaxv E **Boynton Chris** Possess Op--Possession Of Opium/ 7

Scale: 1 inch = 1,091 feet

Map Produced on 07/03/2018

By CrimeInfo™ Version 11

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE NEIGHBORHOOD SUSTAINABILITY + COMMUNITY STARDARDS OUTREACH COORDINATOR

THIS AGREEMENT is made this 2 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").

WITNESSETH:

WHEREAS, the CRA's Neighborhood Sustainability, Community Standards Program ("Program") is intended to improve the quality of life for area residents and to increase private investment within the Community Redevelopment Area ("Redevelopment Area") by ensuring customers receive a high level of service, customer accessibility, timely communications, effective outreach, education and problem resolution with the goal of strengthening the relationship with residents and business community and ensuring the highest level of customer satisfaction with respect to the provisions of the City and ordinances and policies, including those specific to the Redevelopment Area; and

WHEREAS, the goal of the CRA's Redevelopment Plan is the elimination of slum and blighted conditions in the Redevelopment Area is; and

WHEREAS, the Program has jurisdiction within the Redevelopment Area; and WHEREAS, the City desires to provide the CRA with the management for the Program under the terms of the Program shown in Exhibit "A;" and

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

WHEREAS, due to the intended elimination of slum and blighted conditions, and the beneficial economic impact of the Program, the CRA and the City find that this funding agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the residents and business owners of the City, including those within the 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 One Hundred Thirty Four Thousand and 00/100 Dollars (\$134,000.00), for the Program to be used for reimbursement of the costs associated with employing and equipping one Community Standards Outreach Coordinator specifically dedicated to the Redevelopment Area ("Coordinator"), as further described in Exhibit "A." 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 Coordinator In order to be deemed complete, the written request from the City for payment must include all payroll and program documentation, a copy of the Coordinator's work schedule, and copies of receipts 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. On a quarterly basis, the City shall provide a report to the CRA regarding the Program as it was implemented within the Redevelopment Area for that quarter. The report shall detail the activities of the Coordinator for that quarter and all other information Exhibit "A" states will be contained the quarterly report.

- 4. 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 Coordinator or the Program. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require 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.
- 5. 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 and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for 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.

- 6. 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.
- 7. Filing. The City shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes
- 8. 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.

- 9. 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.
- 10. 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.
- 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.
- 12. 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..
- 13. 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.

14. 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.

15. 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

16. 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.

17. 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

... *>*//

Steven B. Grant, Mayor

Approved as to Form:

lith Pyle, City Clerk

Office of the City

(SEAL)

Approved as to Form:

Office of the CRA Attorney

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

REDEVELOPMENT AGENCY

Steven B. Grant, Chair

EXHIBITA



BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY NEIGHBORHOOD SUSTAINABILITY, COMMUNITY STANDARDS OUTREACH PROGRAM 2016-2017

Community Standard Outreach Program Defined

The Neighborhood Sustainability, Community Standards Program is designed to assist the public, including private residents and business owners, to ensure customers within the Community Redevelopment Area receive a high level of service, customer accessibility, timely communications, effective outreach, education and problem resolution with the goal of strengthening the relationship between the City of Boynton Beach Community Standards Department and residents and business community to ensure the highest level of education, outreach and satisfaction with respect to the provisions of the City of Boynton Beach code of ordinances and policies.

A major goal of the Neighborhood Sustainability, Community Standards Outreach Program is to cultivate high levels of mutual trust, understanding and respect between the CRA Community Standards Outreach Coordinator and the residents and business within the Community Redevelopment Area. In order to achieve this, it is necessary that the Community Standards Outreach Coordinator develop relationships which transcend the confines of ordinary community standards activities and instead focuses upon building sustainable problem solving partnerships.

Additionally, building problem solving partnerships and substantive relationships with invested members of the community will lead to a greater understanding of some of the challenges members of the public and businesses face and will help the Community Standards Outreach Coordinator garner unique insights which might aid in addressing these challenges. This program is designed to help effectively integrate the assigned Community Standards Outreach Coordinator into the fabric of the CRA community.

00742748-1

Reducing slum and blight and improving the quality of life within the Community Redevelopment Area requires the development of these types of productive and meaningful relationships between citizens and representatives of their local government.

Neighborhood Sustainability, Community Standards personnel are postured to serve as a catalyst to an array of CRA and City services, community resources and organizations which can aid those in need as they work to better their circumstances and work in concert with other community partners to confront the challenges they identify within the community.

Boynton Beach Community Redevelopment "Neighborhood Sustainability, Community Standards Outreach Program"

The City of Boynton Beach Community Standards Department shall make all necessary efforts to achieve the following CRA Program Goals and Activities. The assigned CRA Community Standards Outreach Coordinator will, in addition to the Essential Function of the job description:

- Understand the CRA Redevelopment Plans and goals.
- Have a working knowledge of CRA grants and programs.
- Meet with the CRA Executive Director twice a month.
- Assist in establishing goals which are SMART (Specific, Measurable, Attainable, Realistic, & Timebound)
- Engage residents and business owners.
- Provide emphasis on responsible community code enforcement.
- Implement special initiatives to resolve neighborhood-specific solutions to comply with City Codes, State Laws, and Regulations.
- Provide CRA residents and businesses with solution-oriented issue resolutions.
- Assist with public education and violation prevention within the Community Redevelopment Area.
- Identify specific problems within the Community Redevelopment Area and help with the coordination of CRA resources and other City services to resolve violation issues.
- Work a minimum of 40 hours a week. Thirty of these hours will be spent in the community, building relationships, collecting information and providing resources and information to residents and business owners who seek to promote positive change within their neighborhood. Specific emphasis should be given to those actions which will contribute to the attainment of the goals established with Community Standards Program within the Community Redevelopment Area.

Further, the CRA and the City agree:

 Personnel assigned to this function will be furnished with equipment as specified in the budget for FY2016-2017, provided such equipment does not violate statutory designated expenditures.

2

00742746-1

- CRA staff shall be informed of the Neighborhood Sustainability, Community Standards Outreach Coordinator's hours on a regular basis.
- The CRA shall be provided with an organizational chart of the Community Standards department.
- The CRA shall be provided a quarterly written report outlining the following:
 - Hours worked by the CRA Community Standards Outreach Coordinator
 - o Activities undertaken to achieve the goals of the Program
 - Relevant statistics for the reporting period.
- At the end of the fiscal year, the Community Standards Department shall provide a written report summarizing the goals achieved along with a statistical report and associated map. Included in the report shall be recommendations for Neighborhood Sustainability, Community Standards Program changes for the next fiscal year.
- Funding for the Neighborhood Sustainability, Community Standards Program shall be appropriated annually at the discretion of the CRA Board.
- The CRA Board approved funding for the Neighborhood Sustainability, Community Standards Program for Fiscal year 2016-17 shall be in the amount of \$134,000 as described in Attachment I to this Exhibit, which is hereby incorporated as if fully set forth herein.
- This document may be incorporated as an Exhibit to an Interlocal Agreement between the City and the CRA for the reimbursement of certain eligible and direct expenses incurred by the City associated with the Neighborhood Sustainability, Community Standards Program. The City shall invoice the CRA each quarter for direct program expenses while the Neighborhood Sustainability, Community Standards Program is operational, not to exceed the approved funding.
- While the CRA will provide funding to support this program, operational and supervisory control remains with the City's Community Standards Department.

00742748-1 3

ATTACHMENT 1

Neighborhood Outreach Coordinator				<u> </u>
Neighborhood Outreach Coord-Pension Neighborhood Outreach Benefits	1	\$68,000.00 \$21,925.00 \$13,800.00	\$68,000 \$21,925 \$13,800 \$103,725	Salary, Education Incentive Pension-32.24% Healthcare, Dental, Vision, Fi
Laptop Vehicle Radio	1 1	\$1,500.00 \$25,000.00 \$2,500.00	\$1,500 \$25,000 \$2,500	Englished Cons I ma
ek Phones Service Plan	1 1 1 1	\$675.00 \$0.00 \$0.00 \$0.00 \$0.00	\$675 \$0 \$0 \$0 \$0 \$0	

\$600.00 Total

\$134,000

ILA Amount for FY 18-17 \$ 134,000

NOTE: All amounts provided by City Finance Department for FY 2018-2017

CITY C BOYNTON BEACE BUDGET YEAR 2016-2017 PERSONNEL ALLOCATION

ATTACHMENT 1

ENTERNA	Community standards						FUND: DEPT. NO.:	901 2211
Position Tilis		Pesition Number	Pay Grade	2014/18 Actives	2015/16 Actual	2014/17 Inc/(Dec)	2016/17 Requested	2014/17 Propessed
nusbacilled beigg	iords Supervisor Iords Outreach Coording Innel **	tor~	39 23 20	0.0	0.0	1.0 0.1 0.8	1.0 1.0 3.0	7.0 1.0
Community Stan Community Stan Code Compliance	dards Specialist dards Specialist dards Specialist (h Coordinator	11792 1175 <u>2</u> 11762 11729	14 16 18 20	7.0	7.0	(2.0)	5.0	3,0 5,0
Community Stanck Fire Manihal Deputy Fire Months Fire Profession Engl	ards Associate	15009	20 12 34 32	1.0 3.0 1.0 0.0	1.0 3.0 1.0 0.0	(1.0) 0.0 (1.0)	0.0 3.0 0.0	0,0 3.0 0.0
Fire inspector Assistant Fire Massh Administrative Assis	ପା	00023 1 <i>5</i> 272 1 <i>5</i> 252	23 17 19	1.0 1.0 4.0	1.0 1.0 4.0	Q,1 Q,0 Q,0 Q,0	1.0 1.0 1.0	1.0 1.0 1.0
Business Compliano	de Officer	00259	14 16 —	1.0	1,0	0.0	4.0 1.0 1.0	4.0 1.0 1.0
* One (1) outreach o	coordinater pasition reimbur	eod hu sin t		19.0	19.0	3.0	22.0	22.0

^{*} One (1) outreach coordinator position reimbursed by CRA

This division was marged with the Police Administrative Services division in FY 14/15 & FY 15/16.

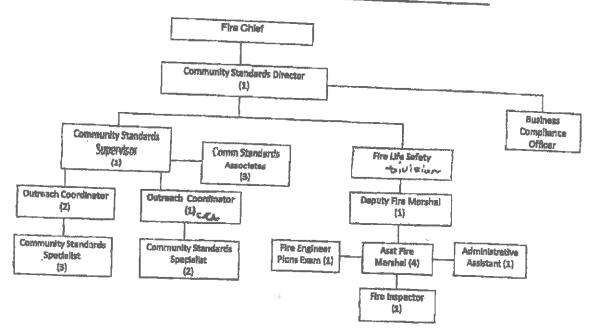
An unspecified number of positions not to exceed 6 will be allowed.

⁴ One (1) community standards specialist position transersed from Solid Waste (Fund 431)

BUDGET YEAR 2016-2017 ORGANIZATIONAL CHART

ATTACHMENT &

DEPARTMENT: Fire
DIVISION: Community Storadords FUND: 001
DEPI, NO.: 2211



	1	-	7-2018		
Category	Quantity	1000	Actual per Unit	Subtotal	Notes
Personnel					
Sergeant Salary & Incentive(Diehl)	1	\$	90,500	\$ 90,500	Salary, Education Incentive
Sergeant Benefits-Pension	1	\$	43,000	\$ 43,000	Pension
Sergeant Benefits	1	\$	15,755	\$ 15,755	Healthcare, Dental, Vision, Fica
Officer Salary & Incentive(Paramore)	1	\$	61,250	\$ 61,250	Salary, Education Incentive
Officer Benefits-Pension	1	\$	29,100	\$ 29,100	Pension
Officer Benefits	1	\$	13,335	\$ 13,335	Healthcare, Dental, Vision, Fica
Officer Salary & Incentive(NEW)	1	\$	50,000	\$ 50,000	Salary, Education Incentive
Officer Benefits-Pension	1	\$	23,750	\$ 23,750	Pension
Officer Benefits	1	\$	13,335	\$ 13,335	Healthcare, Dental, Vision, Fica
		\$	-	\$ -	
				\$ 340,025	Personnel Costs Total
Equipment					
Radio and Related Equipment	1	\$	2,000	\$ 2,000	
Bike Rack	1	\$	250	\$ 250	
Misc. Equipment - As needed	1	\$	2,500	\$ 2,500	
				\$ -	
				\$ 4,750	Equipment Costs Total
Office Expenses					
Cell Phones Service Plan	3	\$	675	\$ 2,025	
Office Supplies	1	\$	2,000	\$ 2,000	Paper, Pens etc.
Office Cleaning	1	\$	1,500	\$ 1,500	
Misc. Supplies	12	\$	125	\$ 1,500	
Printer-Copier-Scanner	1	\$	1,000	\$ 1,000	For Community Events
				\$ 8,025	Office Expenses Total
Total Proposed Program	n Expense	S		\$ 352,800	
Promotional/Marketing				\$ 7,500	
Contingency				\$ 11,700	
LA Amount for FY 17-18				\$ 372,000	

NOTE: All amounts provided by Police Department with exception of Contingency and ILA amount for FY 2017-2018 Revised by CRA to include promotional/marketing materials and additional equipment.



CRA BOARD MEETING OF: August 14, 2018

OLD BUSINESS

AGENDA ITEM: 13.D.

SUBJECT:

Consideration and Discussion of Fiscal Year 2018/2019 Budget

SUMMARY:

The Boynton Beach CRA is a quasi-governmental, Special District operating under Title XI, Chapter 163, Part III of the Florida Statutes. The agency's annual financial operations run on a fiscal calendar beginning on October 1st and ending on September 30th of each year. The CRA does not obtain its revenue from charging an additional tax. The CRA receives its annual Tax Increment Revenue (TIR) funding based on the property values within the CRA District as share of the existing ad-valorum property taxes paid to the City of Boynton Beach and Palm Beach County. Based on notification received from the Palm Beach County Property Appraiser's office in May 2018, the estimated TIR for Fiscal Year 2018-2019 will be \$12,421,686 (see Attachment I). This amount would represent an 8% increase in property values and TIR over the previous fiscal year.

The CRA's annual budget is comprised of three accounting funds; 1) the General Fund which contains the administrative, general operation, insurances, property maintenance and CRA/CRAAB and marina related items; and 2) the Project Fund which contains all of the capital projects, development projects or initiatives, property acquisitions, local business grant programs or promotional events, as well as eligible innovative policing activities such as the Neighborhood Officer Program; and 3) the Debt Service Fund which contains the CRA's financial debt obligations and encumbrances such as bond repayments and developer's tax increment funding agreements.

As the CRA district continues to see positive economic growth and the agency itself continues reinvest funding into capital projects that enhance the overall district, prioritizing expenditures and longer range financial planning becomes even more important. The project fund budget discussion will attempt to identify the priority projects for the upcoming fiscal year and assign funding amounts to them in a draft project fund budget exercise using a live accounting spreadsheet (see Attachment III). The financial breakdown will identify current bond debt obligations, existing tax increment revenue funding agreements obligations and available funding for priority projects, programs or funding requests. Included in the review are the preliminary budgets for the Neighborhood Officer Police Program (Attachment IV), Business & Promotional Events (Attachment V) and Business Marketing (Attachment VI).

The CRA's annual budget process will continue with funding discussions at the August and September meetings of both the CRA and CRA Advisory Boards. Final approval and adoption of the CRA's annual budget for Fiscal Year 2018-2019 is anticipated to occur at the September

FISCAL IMPACT:

To be determined based on Board discussion and action.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRAAB RECOMMENDATION:

At its August 2, 2018 meeting, the CRAAB recommended the following adjustments to the proposed Fiscal Year 2018-2019 Budget: (Attachment II)

- 1. Reduce the \$92,712 proposed for the Nonprofit Grant to \$65,000 with 80% allocated for Affordable Housing and the remaining 20% for Business/Economic Development citing that utilizing the funds for projects/programs in the affordable housing category will yield more tangible results.
- 2. The remaining \$27,712 of the \$92,712 was re-allocated to the Historic Woman's Club of Boynton Beach exterior and interior renovations (prep/paint) for a total of \$127,712.

CRA BOARD OPTIONS:

To be determined based on Board discussion.

ATTACHMENTS:

Description

- Attachment I Projected General Fund/Debt Service Expenses
- Attachment II Project Fund CRAAB Recommendation
- Attachment III Project Fund Recommendations
- Attachment IV Neighborhood Police
- Attachment V Business & Promotional Events
- Attachment VI Businees Marketing

CDA	FINANCIAL	OPERAT	-PINOL	Rudget

ANNUAL REVENUE & FUNDING		FY18/19	FY19/	20	FY20/21	FY21/22	FY22/23		FY23/24	ı	FY24/25	FY25/26	FY26/2	7	FY27/28	ı	FY28/29	F	Y29/30
Tax Increment Revenue (TIR) (increase shown in future years using estimated TIR from 500 Ocean and Ocean One)		\$ 12,421,68	6 \$ 13,245,6	08.00	\$ 14,069,530.00	\$ 14,893,452.00	\$ 15,717,374.0	0 \$	16,541,296.00	\$ 17	7,365,218.00	\$ 18,189,140.00	\$ 19,013,06	2.00	19,836,984.00	\$ 2	0,660,906.00	\$ 13,	,245,608.00
Fund Balance Allocation & Rollovers		\$	- \$	- :	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	- :	-	\$	-	\$	-
Project Fund - Release of Working Capital		\$	- \$	- :	\$ -	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-	-	\$	-	\$	-
Estimated Annual Marina Revenue		\$ 1,000,00	0_ \$ 1,000,0	00.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.0	0 \$	1,000,000.00	\$ 1	1,000,000.00	\$ 1,000,000.00	\$ 1,000,00	0.00	1,000,000.00	\$	1,000,000.00	\$ 1,	,000,000.00
Total Revenue		\$ 13,421,68	\$ 13,245,6	08.00	\$ 14,069,530.00	\$ 14,893,452.00	\$ 15,717,374.0	0 \$	16,541,296.00	\$ 17	7,365,218.00	\$ 18,189,140.00	\$ 19,013,06	2.00	19,836,984.00	\$ 20	0,660,906.00	\$ 13,	245,608.00
DEBT SERVICE FUND	1																		
Obligated Debt Service (Repayment of 2004/2005 Bonds) GENERAL FUND	-]	\$ 2,136,46	5 \$ 2,140,8	51.80	\$ 2,137,821.60	\$ 2,140,528.40	\$ 2,136,830.00	0 \$	2,135,817.40	\$ 2	2,317,425.20	\$ 2,319,093.00	\$	- :	-	\$	-	\$	-
Agency Operating Expenses (shown as + 3% /per yr)		\$ 2,822,91	8 \$ 2,907,6	05.54	\$ 2,994,833.71	\$ 3,084,678.72	\$ 3,177,219.0	8 \$	3,272,535.65	\$ 3	3,370,711.72	\$ 3,471,833.07	\$ 3,575,98	8.06	3,683,267.71	\$:	3,793,765.74	\$ 3,9	,907,578.71
Marina Operating Expenses		\$ 1,000,00	0 \$ 1,000,0	00.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	0 \$	1,000,000.00	\$ 1	1,000,000.00	\$ 1,000,000.00	\$ 1,000,00	0.00	1,000,000.00	\$	1,000,001.00	\$ 1,0	,000,002.00
Total Debt & Operating Expenses		\$ 5,959,38	\$ 6,048,4	57.34	\$ 6,132,655.31	\$ 6,225,207.12	\$ 6,314,049.0	8 \$	6,408,353.05	\$ 6	6,688,136.92	\$ 6,790,926.07	\$ 4,575,98	8.06	4,683,267.71	\$ 4	4,793,766.74	\$ 4,9	907,580.71
PROJECT FUND Contractual Obligations: Tax Increment Revenue Funding Agreement (TIRFA) Payments																			
Casa Costa (47.5% 10 Years)	Year 9►	\$ 530.00	0 \$ 556.5	00.00	\$ -	\$ -	\$ -	\$	-	\$	_	s -	\$	- :	· -	\$	-	\$	-
Wal-Mart (25% Years 6-10)	Year 7▶	\$ 22,00	0 \$ 23,1	00.00	\$ 24,255.00	\$ 25,467.75	\$ -	\$	-	\$	-	\$ -	\$	- :	-	\$	-	\$	-
Seabourn Cove-Phase I (50% - 10 Years)	Year 6►	\$ 405,00	0 \$ 425,2	50.00	\$ 446,512.50	\$ 468,838.13	\$ 492,280.03	3 \$	-	\$	-	\$ -	\$	- :	-	\$	-	\$	-
Seabourn Cove-Phase II (50% - 10 Years)	Year 5►	\$ 170,00	0 \$ 178,5	00.00	\$ 187,425.00	\$ 196,796.25	\$ 206,636.0	6 \$	216,967.87	\$	-	\$ -	\$	-	-	\$	-	\$	-
Preserve (75% Yrs 1-5; 25% Yrs 6-10)	Year 4▶	\$ 80,00	3 \$ 84,0	00.00	\$ 40,000.00	\$ 42,000.00	\$ 44,100.0	0 \$	46,305.00	\$	48,620.25	\$ -	\$	-	-	\$	-	\$	-
500 Ocean (75% Yrs 1-4; 50% Yrs 5-7; 25% Yrs 8-10)		\$	- \$ 569,9	46.00	\$ 617,942.00	\$ 636,480.00	\$ 655,575.0	0 \$	450,161.00	\$	463,666.00	\$ 238,788.00	\$ 245,95	2.00	253,330.00	\$	260,930.00	\$	-
Ocean One - Phase One (75% Yrs 1-7; 50% Yr. 8)		\$	- \$	- :	\$ -	\$ 480,264.00	\$ 495,176.0	0 \$	510,535.00	\$	526,354.00	\$ 542,649.00	\$ 559,43	2.00	576,718.00	\$	396,349.00	\$	396,349.00
Ocean One - Phase Two (75% Yrs 1-7; 50% Yr. 8)		\$	- \$	- :	\$ -	\$ -	\$ 391,417.0	0 \$	403,520.00	\$	415,986.00	\$ 428,827.00	\$ 442,05	2.00	455,674.00	\$	469,705.00	\$:	322,771.00
Total TIRFA Payments		\$ 1,207,00	0 \$ 1,837,2	96.00	\$ 1,316,134.50	\$ 1,849,846.13	\$ 2,285,184.0	9 \$	1,627,488.87	\$ 1	1,454,626.25	\$ 1,210,264.00	\$ 1,247,43	6.00	1,285,722.00	\$ *	1,126,984.00	\$	719,120.00
Remaining Balance: Project Fund Budget Allocated	ation		1																
Revenue - (Debt,Operating & TIRFA expense	es)	\$ 6,255,30	\$ 5,359,	54.66	\$ 6,620,740.19	\$ 6,818,398.76	\$ 7,118,140.8	3 \$	8,505,454.08	\$ 9	9,222,454.83	\$ 10,187,949.93	\$ 13,189,63	7.94	13,867,994.29	\$ 14	4,740,155.26	\$ 7,	618,907.29

NOTE: Database from Property Appraiser received on 7/18/2018 changed previously budgeted amount for TIRFA Payments from \$1,291,500 to \$1,207,000 giving an extra \$84,500 to be added to the Project Fund for allocation

CRA FINANCIAL OPERATIONS: Budget		FY 2018/2019	
Available Balance: FY 18-19 Project Fund Budget Alloca	ation Amount	6,170,803	
Available Balance: FY 17-18 Project Fund Budget Alloc	ation Amount	240,909	
Total Available FY 18-19 Project Fund Budget Alloca	ation Amount	6,411,712	\$ 6,511,712
Projects:	FY 17/18 Unencumbered Rollovers		FY18/19 Staff Recommendations
Town Square Project Funding	-	3,700,000	\$ 3,700,000
MLK Corridor Redevelopment	-	400,000	\$ 300,000
Property Acquisition	240,909	400,000	\$ 492,712
Economic Development Grants	-	400,000	\$ 300,000
Neighborhood Policing Unit	-	370,000	\$ 370,000
Special Events	-	519,000	\$ 519,000
Marketing - Business Assistance	-	80,000	\$ 80,000
Historic Woman's Club of BB (ext.&int. prep/paint)	-	127,712	\$ 165,000
Marina Harbor Master Bldg./Slips/ Site Imprv.		40,000	\$ 60,000
Professional Devel. Services (Archt., Eng., Legal)		150,000	\$ 150,000
Community Caring Center Acquisition	-	250,000	\$ 250,000
Community Caring Center Relocation	-	-	\$ -
-	-	-	\$ -
Board Mentioned Potential Projects:	-	-	\$ -
Additional parking on E BB Blvd (East of Fed Hwy)	-	-	\$ 125,000
NW 6th Avenue Community Garden	-	-	\$ -
Nonprofit Grant - Business/Housing		65,000	\$ -
Downtown Area Trolley/Shuttle	-	-	\$ -
Marina Dive/Tournament Event	-	10,000	\$ -
	-	-	\$ -
	-	-	\$ -
June 22,2018 FY 17-18 Unencumbered Rollover Amount	\$ 240,909	-	\$ -
Total Am	6,511,712	\$ 6,511,712	
Wor	(100,000)	\$0	

PROJECT FUND ALLOCATION SPREADSHEET

CRA FINANCIAL OPERATIONS: Budget				F	Y 2018/2019					FY19	20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
						_		ı													
Available from the Sale of 711 N Federal and Ocean Breeze	East			\$	1,036,500	\$	1,036,500			5,3	59,855	6,620,740	6,818,399	7,118,141	8,505,454	9,222,455	10,187,950	13,189,638	13,867,994	14,740,155	7,618,907
Total Available FY 18-19 Project Fund Budget Allo	cation Amount	\$	6,255,303	\$	6,255,303	\$	6,255,303														
	(1)		(2)		(3)		(4)	Equal	ls (1) + (4)												
Projects:	FY 17/18 Unencumbered Rollovers as of 7/19/2018		CRAAB Project commendations as of 8/2/2018	Re	CRA Staff commendations for 8/14/2018		(4) CRA Board ject Allocations as of 7/10/2018	А	Project Fund llocations ding Rollovers												
Town Square Project Funding	\$ -	\$	3,700,000	\$	3,700,000	\$	3,700,000	\$	3,700,000	3,7	00,000	3,700,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	1,500,000	1,500,000	1,500,000
MLK Corridor Redevelopment		\$	400,000	\$	400,000	\$	400,000	\$	400,000												
Property Acquisition	\$ 340,909	\$	59,091	\$	59,091	\$	59,091	\$	400,000		-	-	-		-	-	-	-	-	-	-
Model Block	\$ 300,000	\$	-	\$	-			\$	300,000				_								_
Economic Development Grants	\$ -	\$	400,000	\$	400,000	\$	400,000	\$	400,000		-	-	-	-	-	-	-	-	-	-	-
Neighborhood Policing Unit	\$ -	\$	370,000	\$	370,000	\$	370,000	\$	370,000		-	-	-	-	-	-	-	-	-	-	-
Business Promotional Events	\$ -	\$	519,000	\$	519,000	\$	519,000	\$	519,000		-	-	-	-	-	-	-	-	-	-	-
Marketing - Business Assistance	\$ -	\$	80,000	\$	80,000	\$	80,000	\$	80,000		-	-	-	-	-	=	-	-	-	-	-
Historic Woman's Club of BB (ext.&int. prep/paint)	\$ -	\$	127,712	(a) \$	127,712	\$	100,000	\$	100,000		-	-	-	-	-	-	-	-	-	-	-
Marina Harbor Master Bldg./Slips/ Site Imprv.	\$ -	\$	40,000	\$	40,000	\$	40,000	\$	40,000												
Professional Development Services (Arch., Eng., etc.)	\$ -	\$	25,000	\$	109,500	(b) \$	25,000	\$	25,000												
Project Related Legal Services	\$ -	\$	125,000	\$	125,000	\$	125,000	\$	125,000												
Community Caring Center Acquisition	\$ -	\$	250,000	\$	250,000	\$	250,000	\$	250,000		-	-	-	-	-	-	-	-	-	-	-
Community Caring Center Relocation	\$ -	\$	-	\$		\$	-	\$	-		-	-	-	-	-	-	-	-	-	-	-
Proceeds from sale of 711 N Federal Hwy	\$ 242.500	(c) \$	-			\$	-	\$	242,500												
Proceeds from sale of Ocean Breeze East	\$ 794,000	(c) \$				\$	-	\$	794,000												
Development of Future Projects	\$ -	\$	-	\$	1.036.500	(c) \$	-	\$	-		-	_	_	_	_	-	_	_	-	-	_
Board Mentioned Potential Projects:	\$ -	\$	-	\$	-	\$	-	\$	-		-	_	_	_	_	-	_	_	-	-	_
Additional parking on E BB Blvd (East of Fed Hwy)	\$ -	\$	-	\$	-	\$	-	\$	_		-	-	-	_	_	_	-	_	_	_	-
NW 6th Avenue Community Garden	\$ -	\$	-	\$	-	\$	-	\$	_		-	-	-	_	_	_	-	_	_	_	-
Nonprofit Grant - Business/Housing	\$ -	\$	65,000	(a) \$	65,000	\$	92,712	т —	92,712		- 1	-	-	-	-	-	-	-	-	-	-
Downtown Area Trolley/Shuttle	\$ -	\$	-	\$	-	\$	-	\$	-												
Marina Dive/Tournament Event	\$ -	\$	10,000	\$	10,000	\$	10,000	\$	10,000												
	\$ -	\$	-	\$	-	\$	-	\$													
	\$ -	\$	-	\$	-	\$	-	\$	-		- 1	1									
Unencumbered Rollover Amount as of 7/19/2018	\$ 1,677,409	\$	-	\$	-	\$	-				-	-	-	-	-	-	-	-	-	-	-
	Total Amount Allocated ►	\$	6,170,803	\$	7,291,803	\$	6,170,803	\$	7,848,212	3,7	00,000	3,700,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	1,500,000	1,500,000	1,500,000
			, , , , , ,		, ,		IRFA Payments	\$	1,207,000												
	Work down to zero▶	\$	84,500	\$	-	\$	1,121,000	\$	9,055,212	1,6	59,855	2,920,740	4,568,399	4,868,141	6,255,454	6,972,455	7,937,950	10,939,638	12,367,994	13,240,155	6,118,907

(a) Note: Under Column (2) Items in purple represent suggestions made by CRAAB

Total Project Fund

- (b) Note: Under Column (3) Professional Services under Staff recommendation includes the extra \$84,500 from the correct budgeted amounts from the DIFAs plus \$25,000 = \$109,500
- (c) Note: Under Column (3) Staff recommends using the proceeds from the sale of
- 711 N Federal Hwy and Ocean Breeze East for development of future projects

Category	Quantity	Quantity Cost per Unit		Subtotal	Notes
Personnel					
Sergeant Salary & Incentive(Diehl)	1	\$	92,763	\$ 92,763	Salary, Education Incentive
Sergeant Benefits-Pension	1	\$	44,443	\$ 44,443	Pension
Sergeant Benefits	1	\$	15,625	\$ 15,625	Healthcare, Dental, Vision, Fica
Officer Salary & Incentive(Paramore)	1	\$	62,781	\$ 62,781	Salary, Education Incentive
Officer Benefits-Pension	1	\$	30,078	\$ 30,078	Pension
Officer Benefits	1	\$	13,330	\$ 13,330	Healthcare, Dental, Vision, Fica
Officer Salary & Incentive(NEW)	1	\$	54,304	\$ 54,304	Salary, Education Incentive
Officer Benefits-Pension	1	\$	26,017	\$ 26,017	Pension
Officer Benefits	1	\$	12,680	\$ 12,680	Healthcare, Dental, Vision, Fica
				\$ 352,021	Personnel Costs Total
Equipment					
Radio and Related Equipment	1	\$	2,000	\$ 2,000	
Bike Rack	1	\$	250	\$ 250	
Misc. Equipment - As Needed		\$	2,500	\$ 2,500	
				\$ 4,750	Equipment Costs Total
Office Expenses					
Cell Phones Service Plan	3	\$	675	\$ 2,025	
Office and Miscellaneous Supplies	1	\$	2,000	\$ 2,000	Paper, Pens etc. (includes printer/copie
Office Cleaning	1	\$	1,500	\$ 1,500	
				\$ 5,525	Office Expenses Total
Total Proposed Progra	am Expense	s		\$ 362,296	

Communication and Program Marketing

\$ 7,704

Total for FY 18-19

\$ 370,000

NOTE: All amounts provided by Police Department with exception of Contingency and ILA amount for FY 2017-2018 Revised by CRA to include promotional/marketing materials and additional equipment.

BOYNTON BEACH CRA FY 2018-2019 BUSINESS AND PROMOTIONAL EVENTS BUDGET

		2018/2019
EVENTS	DATE	BUDGET
BOYNTON BEACH	Saturday & Sunday October 27 & 28, 2018	\$310,000
HAUNTED PIRATE FEST	Event Marketing	\$43,000
& MERMAID SPLASH	Event Banners	\$8,500
E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)	Total Pirate Fest	\$361,500
·		
ART DISTRICT EVENT	Date: TBD	
410 W. Industrial Ave.	Total Art District Event	\$5,000
	Event Marketing	\$1,500
	Total Art District	\$6,500
HOLIDAY BOAT PARADE	Friday, December 14, 2018	\$11,000
735 Casa Loma Blvd.	Event Marketing	\$4,000
	Total Boat Parade	\$15,000
DI ADNEV DACII	Cundov Moreh 17, 2010	¢25,000
BLARNEY BASH 735 Casa Loma Blvd.	Sunday, March 17, 2019 Event Marketing	\$35,000 \$9,500
755 Casa Lorria Bivu.	Total Boat Parade	\$44,500
	Total Boat Farauc	\$44,300
ROCK THE PLAZA	Dates: TBD	
(FALL/WINTER)		\$18,000
Plazas: Casa Costa, One Boynton,		· · · · · · · ·
Yachtsman	December 2018, January 2019, February 2019	
(SPRING/SUMMER)		\$18,000
Plazas: Boynton Harbor Marina, Yachtsman's	April 2019, June 2019, July 2019	
Plaza, Ocean Palm Plaza		
	Event Marketing	\$9,000
	Total Rock the Plaza	\$45,000
		Ψ-10,000
HISTORIC WOMAN'S CLUB	Valentine's Heart Ball - February 2019	\$10,000
OF BOYNTON BEACH	80's Prom - May 2019	\$10,000
1010 S. Federal Hwy.	Event Marketing	\$5,000
	Total Woman's Club	\$25,000
EQUIPMENT & SUPPORT		\$21,500
	Sub-Total Events	\$447,000
	Sub-Total Events Marketing	\$72,000
	TOTAL COST OF EVENTS▶	\$519,000

FY 17-18 Funded Events:

Public Safety Open House - \$3,000 Holiday Tree Lighting & Concert - \$70,000 Holiday Parade - \$12,000 MLK Celebration of Unity - \$40,000 Music on the Rocks - \$20,000 Movies in the Park - \$18,000

Budget Considerations:

Budget based on overtime rate of \$51/hr for BBPD versus standard detail rate of \$42/hr

Taste of Boynton event in June 2019 - \$10,000

Kinetic Art Event in February 2019 - \$20,000

		BUSINESS MARKETING - PROJECT FUND 02-58400-445	
		BUSINESS DEVELOPMENT	
Α	Economic Development	Design & print a custom brochure for economic development grants	\$ 2,000
В	Delray Newspaper	(3) Full page color ads to promote the businesses in the CRA district (\$1045 per ad)	\$ 3,135
С	Neighborhood News	(3) Full page color ads to promote the businesses in the CRA District	\$ 2,100
D	Website lottery campaign partnership with SMOP program	of the small businesses in our district do not have a website. This campaign is based on a lottery system budgeting for 2 businesses to receive a free website to help promote their business online. (2) website start ups at \$2500 each	\$ 5,000
Ε	Gateway Gazette	Full page monthly color ad placement to promote the businesses in the CRA district (\$610 per month)	\$ 7,320
F	Business Development	Boynton Bucks campaign for "Meet your Neighbors" will service businesses offering a discount to attract new customers. This campaign includes design & print of discount cards which will be utilized to track participants.	\$ 4,250
G	Restaurant Club	Boynton Bucks campaign for restaurants which offers a discount to attract new customers. The campaign includes design & print of discount cards which will be utilized to track participants.	\$ 4,250
н	Downtown Banners	Heart of Boynton 30x60 banners (15) banners printed and installed everyother pole and East Ocean Ave. 30x60 Downtown District (18) banners printed and installed. This also includes maintenance.	\$ 13,300
ı	BDB ad in Profile	Double page spread ad in the annual Business Development Board Profile magazine we split this with the City	\$ 3,975
J	Chamber & Business Development Events	Merchant, redevelopment marketing, business development & Broker events	\$ 10,000
K	Business Development Video Ad Campaign and photos for Social Media	This campaign includes 2 minute videos for the CRA businesses along with photos. The businesses will donate gift certificates for a drawing on social media which will draw the winners to the establishment.	\$ 23,000
L		Sub-Total Business Development	\$ 78,330
	CRA COMPLIANCE		
М	Annual Report	Design and print a 20 page report that will be inserted into the the Sun Sentinel Newspaper and delivered to 3,500 locations within the 33435 zip code	\$ 6,670
•		Total Marketing - Project Fund	\$ 85,000



CRA BOARD MEETING OF: August 14, 2018

NEW BUSINESS

AGENDA ITEM: 14.A.

SUBJECT:

CRA Board Discussion and Consideration of Executive Director's Annual Performance Review

SUMMARY:

At their July 10, 2018 meeting, the CRA Board requested the Executive Director provide each member with a Performance Evaluation Form (see Attachment I) to be completed and returned to the Executive Director for discussion at their August 14, 2018 regular meeting.

The item was then Tabled.

At their June 13, 2017 meeting, the CRA Board approved entering into an Executive Director Employment Agreement with Michael Simon to provide all of the duties, responsibilities and obligations as required of the Agency's Executive Director (see Attachment II).

Mr. Simon joined the Boynton Beach Community Redevelopment Agency in March 2007 and has held the position of Development Manager and then advanced to Development Director. In October 2013, Mr. Simon was promoted by the Agency to the position of Assistant Director. Mr. Simon served as the Interim Executive Director from October 2016 until June 2017.

As described in the Employment Agreement under Section 4.0., Performance Review, "the CRA Board will provide Mr. Simon with a review of his performance as Executive Director on an annual basis. At the Board's discretion, the Performance Review may be presented to Mr. Simon in written or oral form and must take place at a regularly scheduled Board meeting".

A performance and activity summary for the period June 2017 to June 2018 has been provided as Attachment III for the CRA Board's review.

FISCAL IMPACT:

Current salary amount \$135,000 and an automobile allowance of \$300 per month.

CRA BOARD OPTIONS:

Discussion and consideration of the item as determined by the CRA Board.

ATTACHMENTS:

Description

- **D** Attachment II June 2017 Executive Director Employment Agreement
- Attachment III Performance and Activity Summary-June 2017-June 2018
- Attachment I Performance Evaluation Form

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

This employment agreement ("Agreement"), is made and entered into by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the "CRA"), and MICHAEL SIMON, ("SIMON") (collectively, the "Parties").

WHEREAS, the Board desires to employ SIMON as Executive Director of the CRA; and
WHEREAS, the CRA desires to provide certain benefits, to establish certain conditions of
employment and to set certain working conditions of SIMON as Executive Director of the CRA; and

WHEREAS, SIMON desires to accept employment as Executive Director of the CRA under the terms and conditions set forth herein;

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

1.0. Duties

- 1.1. The CRA agrees to employ SIMON as the full-time Executive Director of the CRA. As Executive Director, SIMON will perform all of the functions and duties assigned and delegated to him by the Board of Commissioners of the CRA (the "Board") and all functions and duties that are necessary to manage the CRA's operations pursuant to Florida Statutes, 163.330 163.463. The general scope of duties is set forth in the job description attached hereto as Exhibit "A."
- 1.2. SIMON agrees to perform the duties set forth in Exhibit "A," as well as all other legally permissible and proper duties and functions as may be assigned by the Board from time to time.
- 1.3. SIMON agrees to perform the duties of the Executive Director with care, diligence, skill and expertise and in full conformance with the laws governing the CRA.
- 1.4. SIMON shall be subject to the all existing CRA policies and procedures governing its employees ("Human Resource Policies"). Where there is a conflict between the Human Resource 00822979-1

Policies and the terms of this Agreement, the terms of this Agreement shall control.

- 1.5. While serving as the Executive Director of the CRA, SIMON shall not be entitled to engage in any other employment or professional engagements without prior consent of the Board, except that SIMON may operate as a licensed real estate broker so long as doing so does not conflict with or impede SIMON's performance as the Executive Director of the CRA.
- 1.6. SIMON shall comply with all applicable provisions of Florida Statutes and all applicable ordinances, resolutions, policies and procedures of Palm Beach County, the City of Boynton Beach and the CRA governing the behavior of public employees, as each may be amended from time to time.

1.0. Term.

- 1.1. This Agreement shall become effective on the date the Board approves the Agreement or on the date SIMON executes the Agreement, whichever is later the last party has executed the Agreement ("Effective Date").
- 1.2. The Executive Director serves at the pleasure of the CRA as governed by the Board, and therefore, SIMON's appointment as Executive Director hereunder has no fixed term.
- 1.3. The CRA may terminate SIMON as Executive Director at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- 1.4. SIMON may resign from the Executive Director position at any time, subject only to the provisions set forth in Section 7 of this Agreement.

2.0. Salary

2.1. <u>Base Salary</u>. The CRA shall pay SIMON an annual compensation of \$135,000.00, for serving as the Executive Director of the CRA pursuant to this Agreement ("Base Salary"). The Base Salary shall be payable in equal bi-weekly installments at the same time and in the same manner that all other CRA employees are paid.

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2.2. The CRA will reimburse SIMON for documented and justifiable expenses incurred as a direct result of SIMON"s performing his duties as Executive Director of the CRA, within the amounts authorized for in the CRA budget.

3.0. Benefits

- 3.1. <u>Benefits</u>. The benefits provided to SIMON pursuant to this Section 3.0 shall hereinafter be referred to as the "Benefits."
- 3.2. <u>Automobile/Car Allowance</u>. The Executive Director's duties require that he have the use of an automobile during his employment by the CRA. The CRA agrees to pay SIMON three thousand dollars (\$3,000.00) per year, beginning on the Effective Date, for automobile expense reimbursement payable in equal biweekly installments at the same time and in the same manner as the Base Salary is paid.
- 3.3. <u>Legal Holidays</u>. SIMON is not required to work office hours on legal holidays as designated from time to time by the CRA, the State of Florida, or the United States Government.
- 3.4. <u>Vacation and Sick Leave</u>. The SIMON shall be entitled to accrue, use, and cash out sick and vacation leave pursuant to the CRA's paid leave benefits policy. If the policies relating to vacation and sick leave of the CRA change, the Employee's benefits will change accordingly.
- 3.5. <u>Insurance</u>. CRA agrees to provide, at no cost to SIMON, health, dental, life, and disability insurance for SIMON consistent with the health insurance policies in effect as of the Effective Date of this Agreement and provided by the City of Boynton Beach to its employees. If the policies relating to insurance of the City for City senior staff employees change, SIMON's benefits will change accordingly.
- 3.6. <u>Professional Memberships</u>. The CRA agrees to budget for and pay SIMON's membership costs in the American Planning Association (APA), the American Institute of Planners (AICP), the

Florida Redevelopment Association (FRA), and the Urban Land Institute (ULI), to further his development as Executive Director for the benefit of the CRA.

3.7. <u>Conventions</u>. The CRA agrees to budget for and pay SIMON's travel and subsistence expenses to attend one national convention (e.g. ULI, APA, International Council of Shopping Centers (ICSC), National Trust for Historic Preservation (NTHP)) and one Florida conference (e.g. FRA) per year.

4.0. Performance Review

- 4.1. <u>Timing</u>. During the term of this Agreement, every year in the month of May, the Board will provide SIMON with a review of his performance as Executive Director (hereinafter Performance Review). At the discretion of the Board, the Performance Review may be presented in written or oral form to SIMON, and must take place at a regularly scheduled CRA Board meeting.
- 4.2. <u>Base Salary and Benefits Adjustments</u>. In conjunction with any Performance Review, the Board may change the Base Salary and/or any Benefits provided to SIMON pursuant to Sections 2.0 and 3.0 of this Agreement in such amounts and to such an extent as the Board deems appropriate. Any change to SIMON's Base Salary and/or Benefits shall require a written amendment to this Agreement executed by both Parties.

5.0. Termination.

- 5.1. <u>Date of Termination</u>. This Agreement shall terminate upon the earlier of the following (hereinafter Termination Date):
 - 5.1.1. Execution by both Parties of a written amendment to this Agreement terminating the Agreement;
 - 5.1.2. Unilateral termination of SIMON as Executive Director by the CRA pursuant to Section 5.0 of this Agreement;

- 5.1.3. Resignation by SIMON pursuant to Section 6.0 of this Agreement; or
- 5.1.4. Death of SIMON.

6.0. Unilateral Termination by the CRA

- 6.1. Procedure. The CRA may unilaterally terminate SIMON as Executive Director of the CRA at its absolute and sole discretion by majority vote of the Board at a publicly noticed meeting of the CRA Board. At said meeting, the CRA shall state whether the termination of SIMON is with or without cause as described in paragraphs 6.2 and 6.3 below, and shall set the last day of SIMON's term as Executive Director. The last day of SIMON's term shall hereinafter be referred to as the "Effective Date of Termination".
- 6.2. Termination with Cause. If SIMON is unilaterally terminated by the CRA for failure to perform the duties and obligations of the Executive Director as set forth in Section 1.0 of this Agreement, and/or for misconduct and/or for violation of any rule, regulation or law, SIMON shall be entitled to all earned and accrued base salary, vacation and sick pay, and all earned and accrued retirement benefits in any retirement plan offered through the CRA (including any employer "matching" funds) as of the date of termination, but SIMON shall not be entitled to severance pay.
- 6.3. <u>Termination without Cause</u>. If SIMON is unilaterally terminated by the CRA without a stated cause, SIMON shall be entitled to the following:
 - 6.3.1. A minimum of three (3) and maximum of twenty (20) weeks of severance pay from the effective date of termination. The term "severance pay" shall have the meaning as set forth in s. 215.425, Florida Statutes, and the amount and term of severance pay shall be determined by the Board at its sole discretion.
 - 6.3.2. All earned and accrued vacation leave through the Effective Date of Termination.

- 6.3.3. All earned and accrued sick leave through the Effective Date of Termination.
- 6.3.4. All earned and accrued retirement benefits in any retirement plan offered through the CRA (including any employer "matching" funds); and
- 6.3.5. Reimbursement for as-yet unreimbursed expenses through the Effective Date of Termination.
- 6.4. <u>Conflict</u>. In the event of a conflict between the severance benefit terms of this Section and the limitation of severance benefits provided in s. 215.425, Florida Statutes, as the same may be amended from time to time, the provision of Florida Statutes shall prevail.

7.0. Termination by Resignation

- 7.1. <u>Procedure.</u> SIMON may resign from the Executive Director position by providing a written Notice of Resignation to the CRA pursuant to the requirements of Section 10 of this Agreement (herein after "Notice of Resignation").
- 7.2. Notice of Resignation. The Notice of Resignation shall provide a resignation date no later than thirty (30) days following the date of the Notice of Resignation (hereinafter "Effective Date of Resignation").
- 7.3. Final Compensation. Upon resignation, SIMON shall be entitled to the following:
 - 7.3.1. Base Salary through the Effective Date of Resignation or such other date as mutually agreed to between the CRA and SIMON;
 - 7.3.2. Earned and accrued sick and vacation leave through the Effective Date of Resignation or such other date as mutually agreed to between the CRA and SIMON;
 - 7.3.3. All earned and accrued retirement benefits in any retirement plan offered through the CRA (including any employer "matching" funds); and

7.3.4. Reimbursement for as-yet unreimbursed expenses through the Effective Date of Resignation or such other date as mutually agreed to between the CRA and SIMON.

8.0. Termination Due to Death

- 8.1. <u>Final Compensation</u>. If this Agreement terminates due to SIMON's death, SIMON's estate shall be entitled to the following:
 - 8.1.1. Base Salary as of SIMON's last day serving as Executive Director.
 - 8.1.2. All earned and accrued vacation leave through SIMON's last day serving as Executive Director.
 - 8.1.3. All earned and accrued sick leave through SIMON's last day serving as Executive Director.
 - 8.1.4. All earned and accrued retirement benefits in any retirement plan offered through the CRA (including any employer "matching" funds); and
 - 8.1.5. Reimbursement for as-yet unreimbursed expenses through the SIMON's last day serving as Executive Director.
- 8.2. <u>Payment</u>. In the event of any disagreement or dispute arising regarding to whom SIMON's final compensation, as described above, should be paid, the CRA may rely on a court order on the matter, or in the absence of such an order, may interplead the payment of final compensation with a court of proper jurisdiction.
- 9.0. <u>Indemnification.</u> CRA shall defend, hold harmless from, and indemnify SIMON against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance by SIMON of the duties as Executive Director, except for any negligent, fraudulent, or criminal act or omission of SIMON. CRA

reserves the right to select, appoint, retain, and discharge legal counsel necessary to provide the foregoing defense.

10.0. Notices.

10.1. All notices hereunder shall be in writing, and shall be delivered by certified mail, return receipt requested, first-class postage prepaid, addressed to the parties at their following respective addresses, or at such other address as may be designated in writing by either party to the other:

CRA: Boynton Beach Community Redevelopment Agency

c/o CRA Board Chairperson

710 N. Federal Hwy.

Boynton Beach, Florida 33435

And CRA Attorney

Lewis, Longman & Walker, P.A.

515 N. Flagler Drive

Suite 1500

West Palm Beach, FL 33401

Employee: Michael Simon

714 Hillcrest Road

Boynton Beach, FL 33435

11.0. General Provisions.

- 11.1. Entire Agreement. This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.
- 11.2. <u>Severability</u>. If any part of this Agreement shall be declared unlawful or invalid, the

remainder of the Agreement will continue to be binding upon the parties so long as the rights and obligations of the Parties contained in this Agreement are not materially prejudiced and the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

- in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- 11.4. Agreement Deemed to be Drafted Jointly. This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.
- 11.5. Governing Law, Jurisdiction, and Venue. The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.
- 11.6. <u>Independent Advice.</u> The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.
- 11.7. Compliance with Laws. In his performance pursuant to this Agreement, SIMON shall

comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including any applicable ethics and procurement requirements.

IN WITNESS WHEREOF, the **Boynton Beach Community Redevelopment Agency**, Boynton Beach, Florida, has caused this Agreement to be signed and executed on its behalf by the CRA Chairman, and approved as to form by the Board Attorney, and **Michael Simon**, Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

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

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY	1. 1.4.
By: Justin Katz, Vice Chair	Date:
CRA ATTORNEY Approved as to form and legal sufficiency	Date:
Lewis, Longman & Walker, P.A.,	Date.
MICHAEL SIMON	
Michael Simon	Date: 6/18/17

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

REDEVELOPMENT AGENCY By:	Date:
Justin Katz, Vice Chair CRA ATTORNEY Approved as to form and/legal sufficiency	Date: 6/18/17
MICHAEL SIMON Michael Simon	Date: 6/15/17

EXHIBIT "A"

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) JOB DESCRIPTION

TITLE: EXECUTIVE DIRECTOR

REPORTS TO: CRA BOARD OF DIRECTORS

GENERAL STATEMENT OF DUTIES:

An incumbent in this position performs highly responsible administrative and professional work directing and leading the activities of the CRA of Boynton Beach, its assigned staff, programs, and activities and other programs and initiatives designed to enhance business and economic development in the CRA area. Work includes preparation of work programs, budget and Capital Improvements Program, oversight of the sale of bond issues and project initiation, design, construction and monitoring. Under administrative direction, the incumbent may act as an advisor to the City's executive management team, and serves as a key staff member in the administration, development, and implementation of policies, systems, and procedures to facilitate implementation of the CRA's redevelopment plans and agreements. The incumbent manages a considerable variety and volume of work concerned with formulating and implementing projects, initiatives and work plans focused on community redevelopment. The incumbent's work is reviewed through meetings, reports, observation, and task/report/project completion.

The incumbent reports to the Board of Directors of the CRA and is reviewed through conferences, reports, and discussions while projects are in progress and upon completion. The incumbent is responsible for the supervision of five (5) direct reports (i.e., Executive Assistant, Assistant Director, Finance & Operations, Planning Director, Director, Economic Development and Communications and Marketing Manager).

Updated: 06/05/07

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Initiates, plans and directs the implementation of the adopted redevelopment plans (i.e., 20-30 plan, BB corridor plan, N. Federal Plan, Urban Design Guidelines) and answers general development questions as necessary.
- Plans, organizes, assigns, directs and reviews the activities of professional, technical and clerical personnel engaged in the compilation, analysis and interpretation of data and preparation of reports and recommendations affecting community planning and redevelopment.
- Oversees and is responsible for the final selection, training and evaluation process for all CRA staff.

- Administers and provides oversight for all contracts and agreements for services by negotiating contracts, creating the budgets for the contracts and by making sure they are in accordance with legal framework.
- Serves as an in-house consultant and represents the CRA in dealing with and interfacing, communicating and resolving issues and problems with other agencies on a variety of related matters.
- Negotiates the acquisition and disposition of real estate for the CRA and manages the real estate assets held.
- Provides oversight, and input to staff on the CRA Strategic Plan, and for
 individual strategic plans by conducting weekly meetings with staff to share and
 update plans, and to ensure that everyone is communicating regularly and are
 aligned with the mission of the organization.
- Conducts weekly staff meetings in order for staff to share information and keep abreast of overall CRA operations and other operations in the City and local community.
- Negotiates the acquisition and disposition of real estate for the CRA and manages the real estate assets held.
- Oversees preparation of the annual operating budget and capital plan by meeting
 with the Assistant Director Finance and Operations in order to present to the CRA
 Board for approval, and approves and reviews budgetary and financial reports
 prepared by the Assistant Director.
- Represents the CRA at meetings (e.g., Kiwanis Club, Rotary, Chamber of Commerce and other organizations) regarding CRA matters within the scope of the CRA activities.
- Conducts, directs and oversees all Public Relations activities for the CRA.
- Handles all Board matters, policy matters and other related issues in order to accomplish Board Directives.
- Sets all Board monthly meeting agendas and has oversight for all Board packets and to ensure all correct material is in packets etc.
- Meets and confers with Board Attorney in order to ensure that Board policies and directives are being implemented appropriately.

- Serves as public interface with the development community by attending meetings, visiting sites, discussing issues for resolution, discussing architectural styles, negotiating, and providing guidance etc.
- Directs and implements projects in the phase of completion and evaluation in order to bring back the information to the Board for their review and decision making on policies.
- Provides oversight and assistance with all administrative and operational duties and issues for the CRA.
- Prepares written evaluations on that the status of a program or project for the Board of Directors.
- Prepares and responds to email messages from the Board, staff, developers, City officials and other personnel.
- Attends monthly Board meeting, attends City commission meetings and two night
 meetings a month in order to keep abreast of activities and programs, and to
 provide information and/or answer questions as necessary.

PERFORMANCE EVALUATION DUTIES AND RESPONSIBILITIES:

- Observes subordinates' job performance to ensure subordinate accomplishes goals and objectives.
- Meets with subordinate(s) to discuss and review job performance necessary.
- Analyzes and evaluates working conditions for improved employee output and requests and evaluates both written and oral input from employees to improve departmental services.
- Conducts supervisory conferences or discussions with subordinates in reference to their performance.
- Visits subordinates on-site to ensure observe their work and to provide assistance and input as necessary.
- Informs subordinates of how their efforts, in any given project, affected the outcome of the total project.
- Writes performance appraisal reports.
- Verbally praises subordinates.
- Verbally reprimands subordinates.

KNOWLEDGE, SKILLS AND ABILITIES LIST:

KNOWLEDGE

- Knowledge of economic development issues, public relations and issues affecting urban revitalization.
- Knowledge of financial packaging for development projects.
- Knowledge of principles and practices of City Planning, Zoning, historic preservation and housing.
- Knowledge of the financial and legal aspects relating to bond issue and sales and land acquisition.
- Knowledge of marketing techniques relating to promoting programs.
- Knowledge of principles and practices of administration and organizational theory.
- Knowledge of research techniques, methods, and procedures.
- Thorough knowledge of the principles, practices and laws surrounding redevelopment in the City of Boynton Beach and knowledge of the same in the State of Florida.
- Knowledge of economic development trends and techniques and the functions, operations and relationships among local, state, and federal agencies related to redevelopment and housing policies.
- Knowledge of negotiation tools and techniques and team building practices.
- Considerable knowledge of problem solving and conflict resolution practices and techniques.
- Considerable knowledge of project and workload planning and organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs and change management.
- Basic knowledge of principles and practices of budget preparation in the public sector.
- Basic knowledge of the practices and methodologies of contract administration and the development and implementation of procedures.

SKILLS

- Skill in comprehending information and ideas clearly.
- Skill and ability to make arithmetic computations with speed and accuracy.
- Skill at operating a personal computer and related software including but not limited to word processing, spreadsheets and electronic mail.

ABILITIES

- Ability to lead a team of paraprofessional and professional staff.
- Ability to identify and respond to community, Redevelopment Agency Board, and City Council issues, concerns, and needs.
- Ability to make presentations to the CRA Board on a regular basis.

- Ability to facilitate public meetings, workshops, and negotiations.
- Ability to engage in on-going process improvement review and implementation, both individually and as a team member and leader.
- Ability to seek out opportunities for redevelopment and negotiate effective and constructive deals on behalf of the CRA.
- Ability to provide vision and set operational goals to achieve the CRA vision, and identify and analyze administrative problems, and implement operational changes.
- Ability to understand and contribute to the work of the CRA by ensuring effective service delivery.
- Ability to deal constructively with conflict and develop effective resolutions.
- Ability to exercises analytical judgment in areas of responsibility by identifying
 issues or situations as they occur and specifying decision objectives, assists in
 identifying alternative solutions to issues or situations, and implements decisions
 in accordance with prescribed and effective policies and procedures and with a
 minimum of errors.
- Ability to exercise discretion and judgment in developing and implementing courses of action in carrying out responsibilities. Maintains firmness, objectivity, and fairness in implementing courses of action.
- Ability to identify, assimilate and comprehend the critical elements of a situation; interpret the implications of alternative courses of action and evaluate factors essential to a problem solution; to separate relevant from irrelevant information.
- Ability to develop and maintain excellent rapport, and cooperative and courteous relationships with boss, co-workers, officials, developers, city employees and the general public. Listens to and considers their suggestions and complaints and responds appropriately.
- Ability to be adaptable to performing under stress when confronted with critical and/or high priority activities, events or unusual situations in which working with speed and sustained attention are make or break aspects of the job.
- Ability to plan and organize constantly changing daily work flow by establishing
 priorities for the completion of work in accordance with sound time-management
 methodology; effectively and efficiently utilizes resources to achieve such goals
 and objectives.
- Ability to speak to people to convey or exchange information; receive or provide assignments or directions; speak with others with poise, voice control and confidence; record and deliver and communicate effectively and efficiently with persons of varying educational and cultural backgrounds.
- Ability to communicate orally in the English language with customers, clients, and the public in a one-to-one or group setting.
- Ability to produce written documents in the English language with clearlyorganized thoughts with proper sentence construction, punctuation, and grammar.
- Ability to explain things clearly.
 Ability to remain fair and objective.
- Ability to remain calm in stressful situations.
- Ability to think under pressure.

- Ability to apply supervisory, management and leadership principles, practices concepts and techniques.
- Ability to apply principles of time management.
- Ability to favorably influence the activities of others (e.g., outside vendors).
- Ability to identify and correct personal deficiencies.
- Ability to display sensitivity to the feelings of others.
- Ability to use diplomacy and tactfulness.
- Ability to negotiate.
- Ability to persuade others.
- Ability to display patience.
- Ability to demonstrate initiative.
- Ability to withstand criticism.
- Ability to follow directions.
- Ability to obtain needed resources, as appropriate.
- Ability to work independently.

MINIMUM ENTRANCE QUALIFICATIONS:

Graduate from an accredited college or university with a Bachelor's Degree in public or business administration, urban and regional planning, or related field. Eight (8) years of progressively responsible work experience in community redevelopment, urban renewal, real estate, finance and public relations, the majority of which shall have been in a responsible managerial capacity with budgetary development and responsibility. A Master's degree is preferred and may substitute for a portion of the required work experience; or an equivalent of training and experience.

SPECIAL JOB REQUIREMENTS AND TYPICAL WORKING CONDITIONS:

This position requires the incumbent to work a standard 40 hour week which requires some flexibility. Working under pressure is unavoidable when schedules change and problems arise, but deadlines and goals must still be met. Incumbent performs majority of the work typically indoors. Work is usually performed sitting, standing, and walking.

ESSENTIAL PHYSICAL REQUIREMENTS AND ENVIRONMENTAL CONDITIONS:

- Sitting for long periods of time, standing, and walking.
- Lifting and bending.
- Use of telephone and the computer on a regular and continual basis.
- Acceptable eyesight (with or without correction).
- Acceptable hearing (with or without hearing aid).
- Works inside with noise and heat.

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

Summary of Performance: Michael Simon, Executive Director, Boynton Beach CRA Evaluation Period: June 1, 2017 – June 30, 2018

CRA Board Agendas and Meetings: 12 Special Meetings: 3 CRA Advisory Board Meetings: 10 City Commission Meetings: 22 Marina Village Master Association Board Meetings: 10

- Member of Florida Redevelopment Association's (FRA) Legislative Committee: Working with FRA to counteract proposed anti-CRA legislation.
- Sun Sentinel, December 20, 2017 Published Opinion on how CRA Redevelopment Works.
- 2017 FRA Board of Directors nominee.
- Marina Village Master Association Board of Directors Board member 11 consecutive years; Board Secretary, 4 years present.
- Obtained Public Private Partnership training and certification (CP3P) from APMG International and the University of Florida's Public Utility Research Center, Warrington College of Business.
- Regular interaction and meetings with development professionals, business owners, citizen inquiries, neighborhood associations, public records requests and staff of numerous departments within the City of Boynton Beach.

<u>Awards - Recognitions:</u>

- Florida Redevelopment Association (FRA): Outstanding New Building Project 500 Ocean
- 2018 FRA Annual Conference Discussion Panel: Social Media Outreach Program
- International Festivals and Events Association (IFFEA): 5 Gold Medal Awards

1 Silver Medal Award; and

2 Bronze Medal Awards

• Florida Festivals and Events Association (FFEA): 4 First Place Awards;

3 Second Place Awards; and

2 Third Place Awards

Agency Operations:

- Fiscal Year 2017-2018 Budget Planning, Implementation and Management: \$12,461,518
- Instituted an interactive process for the CRA Board and the public for Fiscal Year 2017-2018 Budget Project Funding allocations.
- During the annual audit process, recommendation to reallocate excess operational carryover funds for acquisition of the mixed-use, high-density property located at 115 N. Federal Highway now serving as the temporary City Library site.
- Fiscal Year 2016-2017 Budget Planning and Management: \$11,837,214
- 2016-2017 Annual Compliance and Financial Audit result: Clean Audit No Findings, no inconsistencies.
- Statutorily required Annual Report Fiscal Year 2016-2017
- Property and Events Management Instituted Emergency Planning for Office/Personnel and Crowd Management Training for all CRA Staff.
- Procurement of Multi-year Contract for Landscape Maintenance Services for CRA owned properties (estimated annual savings: \$36,000).
- Hiring of CRA Assistant Director: Thuy Shutt, AIA, FRA-RA
- Promotion of Finance Specialist, Vicki Hill, to Finance Director
- Hiring of Jobara Jenkins, Finance Specialist

- Promotion of Development Services Specialist, Theresa Utterback, to Development Services Manager
- Promotion of Administrative Assistant, Bonnie Nicklien, to Administrative Services & Grants Manager
- Hiring of Renee Roberts for the position of Social Media and Communications Specialist
- Partnering with Career Source for the hiring of Social Media Consultants Matthew Meinzer and Jamil Donith for the pilot Social Media Outreach Program (SMOP)

Commercial Economic Development Grant Programs:

- Rent Reimbursement Program –
 Interior Buildout Program –
 Commercial Façade Program Construction Permit Program Businesses, \$136,101 in grant funding
 Businesses, \$226,274 in grant funding
 Businesses, \$137,084 in grant funding
 Businesses, \$40,770 in grant funding
- Social Media Outreach Program (SMOP) 38 Businesses assisted
- Non-Profit Organization Grant (NOPG) Program Instituted a formal process for the award of CRA funding to three (3) qualifying organizations for Statutorily eligible programs: \$130,000 in grant awards.

Projects:

- Model Block Project: Project and Financial Management for Project site area re-platting services, NW 11th Avenue Street Improvement Project and transfer of 117 W. Martin Luther King Jr. Boulevard to Habitat for Humanity of South Pam Beach County for the construction and sale of a new affordable single family house built and sold to home owner.
- Boynton Beach Boulevard Streetscape Improvement Project: Project and Contract Management for the design of construction documents.
- Ocean Breeze East Project: Letter of Intent/Request for Proposal Process. Purchase and Development Agreement negotiation, document formation for sale of CRA owned land located at 700 N. Seacrest Boulevard. Assistance completion of the Developer's State of Florida's 9% Low Income Housing Tax Credit Program (LIHTC) application. Attended the Judge's preliminary funding determination hearing as a witness in Tallahassee. Currently, awaiting final ruling and award.
- Sara Sims Park Improvement Project: Managed community input meetings, input surveys and marketing information. Project, Design and Financial Management with CRA/City staff. Currently above 90% design plans, bidding to begin in August 2018.
- Ocean One Project: Purchase and Development Agreement negotiation and Tax Increment Revenue Funding Agreement (TIRFA) for the sale of 222 N. Federal Highway
- 500 Ocean Project: Project completed and operational. TIRFA management.
- 711 N. Federal Highway Project: Purchase and Development Agreement negotiation and formulation. Project is currently in the City's Site Plan application process.
- 480 E. Ocean Avenue Project: Owner obtained Certificate of Occupancy within the Amended timeframe.
- 211 E. Ocean Avenue Project: Ongoing management of Purchase and Development Agreement's rights and obligations under the Development Timeline. Currently seeking Reversion of the Deed.
- Transfer of property located at 201 NE 1st Avenue (CRA Parking Lot) to the City of Boynton Beach for use within the Town Square Project as the site for the new Fire Station #1 building.
- Issuance of the Cottage District Infill Housing Redevelopment Project Request for Proposals and Qualifications. Presentation of Proposals to the CRA Board in August 2018.
- Issuance of the Request for Proposals and Developer Qualifications for the Commercial and Residential Redevelopment of the Martin Luther King Jr. Boulevard Corridor, a 3.6 (+/-) Acre

- Site, within the Heart of Boynton District. Presentation of Proposals to the CRA Board in September 2018.
- Neighborhood Officer Program (NOP): Report and compliance monitoring, budget and operations review and management.

Town Square:

- Evaluation Team member: Town Square Request for Proposals and Developer Qualifications
- Executive Management Team member representing the CRA for the ongoing Project Development, Design, Finance and Implementation of the Town Square Project.
- CRA Board, Project funding approval in June and September 2017.
- Requested and obtained Palm Beach County Board of Commissioners' approval to use CRA funding for the Town Square Project in January 2018.
- Ongoing Project and Financial Management of the High School Renovation Project \$4.6 million to date.
- Ongoing Project and Financial Management and CRA Statutory Compliance Monitoring for Town Square.
- Lease Agreement negotiations, formation and management between the CRA and the Boynton Beach Congregational United Church of Christ for use of a portion of the property located at 115 N. Federal Highway.
- Lease Agreement negotiations, formation and management between the CRA and the City of Boynton Beach for use of a portion of the property located at 115 N. Federal Highway. Facilitated a savings to the City of more than \$500,000 in lease costs for the Library relocation.
- Facilitated the Sale and Purchase of 202 E. Boynton Beach Boulevard to the benefit of Town Square.

Property Acquisitions:

- Sale and Purchase Agreement negotiation and formulation for acquisition the Woman's Club of Boynton Beach property located at 1010 S. Federal Highway.
- Sale and Purchase Agreement negotiation for six (6) Parcels within the Martin Luther King Jr. Boulevard Corridor area and Heart of Boynton District—Lot 13, NW 10th Ave; 211 NE 9th Avenue; 209 NE 9th Avenue; 340 E. Martin Luther King Jr. Boulevard; Lot 156, NE 3rd Street; 110 NW 6th Avenue.

CRA Special Events/Activities:

Special Events Department overall is "under" Budget by approximately \$61,000 for the Fiscal Year. Implemented the use of Sign Language Interpreter(s) at CRA Special Events.

- 6th Annual Pirate Fest & Mermaid Splash Attendance: 60,500 Guests
 - Budget: \$309,000 Expended: \$305,527
- 47th Annual Holiday Tree Lighting and Concert Attendance: 3,000 Guests

Budget: \$65,000 Expended: \$65,100 (Overage directly related to increased costs in Police and Public Safety Elements)

- 46th Annual Holiday Boat Parade Attendance: 20,000+ Viewing Guests
 - Budget: \$12,000 Expended: \$8,708
- Movies in the Park Nine (9) free movies; Average Attendance: 100 Guests

Budget: \$18,000 Expended: \$22,225 (Overage directly related to increased costs in Police and Public Safety Elements)

- Music on the Rocks Seven (7) free concerts; Average Attendance: 185 Guests
 Budget: \$20,000 Expended: \$20,134 (Overage directly related to increased costs in Police and Public Safety Elements)
- The 3rd Annual Boynton Beach MLK Celebration of Unity Attendance: 125 Guests Budget: \$30,000 Expended \$16,432
- The 4th Annual Boynton Beach Blarney Bash Attendance: 3,500 Guests

 Budget: \$25,000 Expended: \$26,623 (Overage directly related to increased costs in Police and Public Safety Elements)

Historic Women's Club of Boynton Beach (HWCBB):

- Management and Operations of the HWCBB event bookings, marketing and financial tracking
- Procurement of regular maintenance and critical facility repairs termite treatment, roof replacement, bee removal, interior and exterior painting, floor refinishing, etc.

Grant Funding Awards:

- Submission of a grant application to the Transportation Planning Agency (TPA) for \$2.2 million in future construction funding of Boynton Beach Boulevard. Currently ranked #4 in award scoring.
- Submission of a grant application and award: Southern Waste Authority (SWA) Blighted and Distressed Property Clean-up and Beautification Grant: award amount \$73,550; Women's Club Roof Replacement Project, 1102 N. Federal Highway building demolition: Tree replacement at the marina.

Boynton Harbor Marina:

- Negotiation and formulation of the 2017-2018 Multi-year Dockage Lease Agreement and Rental Rate.
- Marina Operations Management Seven (7) Days a Week and Holidays
- Fiscal Year 2017-2018 Projected Revenue: \$1,119,860 Projected Expenses: \$986,759



Performance Evaluation for the Executive Director Period: June 2017 – June 2018

FOR: Roy Michael Simon, Jr.	DATE:
NAME OF EVALUATOR:	
ANNIIAI. FVALIIATION PROCESS:	

- 1. The Board Chair and each Board member Board is requested to complete the performance evaluation form based on his/her assessment of the Executive Director in ten major areas of responsibility that include a total of 32 specific performance measures. An "Overall Impression" rating and six (6) comment areas are also included.
- 2. The Board Chair and each Board member Board shall discuss the evaluation individually with the Executive Director at a Performance Evaluation Conference. Preliminary scores may be adjusted as a result of the discussion. There is a "Comment" section below each question for clarification purposes, if necessary.
- 3. A composite Ratings Summary Chart shall be prepared by the Executive Director Executive Director and provided to the CRA Board. (The detailed rating sheets of the other Board members will be provided when requested.)
- 4. The performance evaluation shall be reviewed at the next available Board meeting at which time the CRA Board shall determine the merit of an increase in the Executive Director's compensation.

INSTRUCTIONS:

Rating Scale: Each question is followed by a rating scale. Raters may circle the selected performance indicator (1, 2, 3, 4 or 5) or place an "X" along with a numerical score on the rating scale line when you feel a rating falls between two whole numbers. There are 32 listed performance indicators in the ten major performance categories on the pages that follow:

- 1 = Unsatisfactory: poor, needs substantial improvement = VERY DISSATISFIED
- 2 = **Below expectations:** needs improvement = MARGINAL
- **3 = Satisfactory:** meeting an acceptable performance level = SATISFIED
- **4 = Meeting expectations:** very good = MORE THAN SATISFIED
- **5 = Exceeding expectations:** excellent = VERY SATISFIED

EXECUTIVE DIRECTOR'S TEN MAJOR AREAS OF RESPONSIBILITY

I. Organizational Management

1. Leadership: Does the Executive motivate others to maximum performance? Is the Executive Director respected as demanding but fair? Does the Executive Director provide the necessary assistance to the Board and leadership to the CRA staff and community volunteers? Does the Executive Director receive an enthusiastic response to his/her new ideas and needed organizational changes?

<u>+</u>	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

2. Supervision: Does the Executive Director adequately supervise and direct the activities of the CRA staff? Is the Executive Director able to control the operational activities of the CRA through others?

<u>+</u>	+	+	+	<u>+</u>
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

3. Job Organization: Does the Executive Director delegate responsibility effectively? Does the Executive Director use his/her time productively? Does the Executive Director program activities in an orderly and systematic way?

+	+	+	+	<u>+</u>
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
_	Expectations	-	Expectations	Expectations
COMMENTS:				

4. Staff Development: Does the Executive Director appoint and train effective subordinates? Is the Executive Director able to recruit and retain quality employees? Is the Executive Director Executive Director committed to having CRA staff operate well as a team? Does the Executive Director effectively develop CRA staff members?

<u>+</u>	+	+	+	<u>+</u>
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

II. Fiscal/Business Management

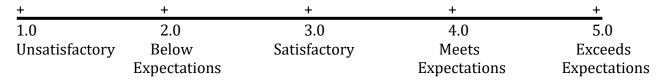
5. Budget: Is the budget developed in a systematic and effective manner? Is the budget proposal from the Executive Director Executive Director reasonable and appropriate? Is the annual budget presented in a timely manner and does it reflect a well-planned, realistic and accurate financial plan? Does the Executive Director carry out the budget satisfactorily throughout the year and control expenses within the levels set in the budget?

+	+	+	+	<u>+</u>
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

6. Agendas: Does the Executive Director prepare comprehensive, relevant and complete agenda topics and reports for the CRA Board?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				
_	nultiple priorities		ive Director capable he most important go	
+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				
9. Product	Executive Directo	r readily assume res	depended on for su sponsibility? Does the	
work? Does the	iates within ms/ne		_	
work? Does the meet time estim	+	+	+	_
work? Does the meet time estim + 1.0	+ 2.0	3.0	4.0	5.0
work? Does the meet time estim + 1.0	+ 2.0 Below		4.0 Meets	Exceeds
work? Does the meet time estim + 1.0 Unsatisfactory	+ 2.0 Below Expectations	3.0 Satisfactory	4.0 Meets Expectations	
work? Does the meet time estim + 1.0 Unsatisfactory	+ 2.0 Below Expectations	3.0	4.0 Meets Expectations	Exceeds
work? Does the meet time estim + 1.0 Unsatisfactory	+ 2.0 Below Expectations	3.0 Satisfactory	4.0 Meets Expectations	Exceeds



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COMMENTS:				
into specific an	d effective progrelop relative facts	ams? Does the Exec	Director translate policutive Director indepe te solutions and decid	endently recognize
+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations
COMMENTS:	•			•
approaching a p Director able to + 1.0 Unsatisfactory	roblem? Does the visualize the implement of the implement	Executive Director collications of various all + 3.0 Satisfactory	cive Director display reate effective solution lternatives? + 4.0 Meets Expectations	+ 5.0 Exceeds Expectations
		IV. Communica	ntion	
appropriate peorderly and u	ople informed? D understandable r	oes the Executive D	or keep CRA Board m Director present his/h Executive Director mbers of the public?	ier thoughts in an
+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations
COMMENTS:				

13. b. Communication: Does the Executive Director possess the skills necessary to conduct the business of the Agency when dealing with members of the development industry? Does the Executive Director conduct himself/herself in a positive and professional manner when dealing with members of the development industry?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

14. Reporting: Does the Executive Director submit accurate and complete agenda items for monthly Board meetings? Does the Executive Director provide requested information to the Board in a timely and efficient manner?

<u>+</u>	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

15. Board Communication: Does the Executive Director provide the Board with adequate information to make decisions?

<u>+</u>	+	+	+	<u>+</u>
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				
	V. Relations	ship with the CRA	A Board members	
suggestions and	d guidance from t gs and objectives?	the Board? Is the Ex	Director respond in a secutive Director attu	ned to the Board
1.0	2.0	3.0	4.0	+ 5.0
-		Satisfactory		Exceeds
o il saciolactoly	Expectations	Satisfactory	Expectations	
COMMENTS:	•		•	
		VI. Long Range I	Planning	
10 Ctt	c Planning : Does t	the Executive Directo	or help develop effectiv	0
policies and pi		oroviding an annual rithin the CRA Plan?	l budget work plan	that reflects tho
policies and pi			l budget work plan +	that reflects the

+	+	+	+	<u>+</u>
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
_	Expectations		Expectations	Expectations
COMMENTS:				

19 .	Economic Development: Does the Executive Director demonstrate leadership and
vision	in promoting the economic and physical development within the CRA District while
mainta	aining concerns for "quality of life" issues?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

20. Multi-Year Approach: Is the Executive Director assisting the CRA Board to address the Agency's future through multi-year planning and appropriate capital budgeting? Does the Executive Director possess the ability to see beyond current year projects and goals?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

VII. Relationship with Public/Public Relations

21. Media Relations: Is the Executive Director skillful in his dealings with the news media? Does the Executive Director properly convey the policies and programs of the Agency?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

22. Community Reputation: What is the general attitude of the community toward the Executive Director?

Is the Executive Director regarded as a person of high integrity and ability? Is his/her public credibility an asset or liability to the City?

+	+	+	+	<u>+</u>
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

VIII. Intergovernmental Relations

23. Intergovernmental Relations: Does the Executive Director work effectively with City, state, federal and other local government representatives? Is the relationship with other local government officials and staff beneficial to the CRA? Is the Executive Director able to facilitate cooperative efforts among various local agencies and the CRA?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

IX. Professional/Personal Development

24. Objectivity: Is the Executive Director unemotional and unbiased? Does the Executive Director take a rational and impersonal viewpoint based on facts and qualified opinions? Is the Executive Director able to divide his/her personal feelings from those which would most effectively represent the CRA's interest?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

25. Professional Reputation: How does the Executive Director stand among his/her colleagues? Does the Executive Director deal effectively with other public sector employees or officials? Is the Executive Director respected by professional and staff representatives within

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

26. Stress Management: Is the Executive Director able to resolve problems while under strain or unpleasant conditions? How well does the Executive Director tolerate conditions of uncertainty? Does the Executive Director respond well to stressful situations and adequately deal with the stress inherent to the position?

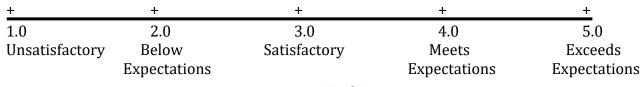
+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

X. Personal Attributes

27. Leadership Style: Does the Executive Director display a leadership style that is firm, but flexible and adaptable, while responding to individuals or situations in an appropriate, positive manner?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

28. General Attitude: Is the Executive Director enthusiastic? Cooperative? Willing to adapt? Supportive of Agency staff? Does the Executive Director have an enthusiastic attitude toward the CRA and City, both professionally and personally?



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COMMENTS:
29. Drive : Is the Executive Director energetic and willing to spend the time necessary to do
a good job? Does the Executive Director have good initiative and is the Executive Director a self-
starter? Does the Executive Director have good mental and physical stamina?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

30. Judgment and Decisiveness: Is the Executive Director able to reach quality decisions in a timely fashion? Are his/her decisions generally good? Does the Executive Director exercise good judgment in making decisions and in his/her general conduct?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

31. Integrity: Does the Executive Director properly avoid politics and partisanship? Does the Executive Director fulfill his/her responsibilities and duties in accordance with the expectations of the CRA Board? Is the Executive Director mindful of the Agency's activities related to Statutory guidelines and regulations? Is the Executive Director honest and forthright in his/her professional capacities? Does the Executive Director have a reputation in the community for honesty and integrity?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

32. Self-Assurance: Is the Executive Director self-assured of his/her abilities? Is the Executive Director able to be honest with himself/herself and take constructive criticism? Does the Executive Director take responsibility for mistakes which are his/hers? Is the Executive

Director confident enough to make decisions and take actions as may be required without undue
supervision from the Board?

<u>+</u>	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

OVERALL PERFORMANCE IMPRESSION:

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below	Satisfactory	Meets	Exceeds
	Expectations		Expectations	Expectations
COMMENTS:				

Area(s) of performance calling for praise/commendation. Comment Areas 1. What are the Executive Director's most significant accomplishments during the past year? 2. What are the Executive Director's strongest qualities or strengths? 3. In what areas does the Executive Director need to improve? Recommendations. 4. Two things the Executive Director does that you would like him/her to continue. 5. Two things the Executive Director does that you would like him/her to discontinue. 6. Two things the Executive Director does not do that you would like him/her to start.

Performance Evaluation for the Executive Director Signature Page

Evaluator's Signature		Date	
Evaluator's Printed Name:			
I	Performance	Conference Date:	
Executive Director's Signature		 Date	
Executive Director's Comments:			



CRA BOARD MEETING OF: August 14, 2018

NEW BUSINESS

AGENDA ITEM: 14.B.

SUBJECT:

Discussion and Consideration of Responses to RFP/RFQ for the CRA Owned Properties Located at NE 4th and NE 5th Avenues, a/k/a the Cottage District

SUMMARY:

A the May 8, 2018 meeting the CRA Board approved the issuance of a Request for Proposals and Developer Qualifications (RFP/RFQ) for the redevelopment of the CRA owned properties located between NE 4th and NE 5th Avenues and Seacrest Boulevard and NE 1st Street, a.k.a. the Cottage District Infill Housing Redevelopment Project (Attachment I - May 8, 2018 CRA Board Meeting Minutes).

As described in the 2016 BBCRA Redevelopment Plan Heart of Boynton District, it is the desire of the Board and community to see a combination of one and two-story, infill single-family detached or multi-unit attached, fee-simple products to increase home ownership opportunities for low and moderate income households (80-120% Area Median Income). Pursuant to the published RFP/RFQ, development proposals should include traditional residential amenities, as well as to enhance or improve existing community assets. Overriding goals for the future project include quality design through use of urban design principles in furtherance of the CRA Plan, utilization of sound real estate development practices, incorporation of a publicly accessed neighborhood pocket park along the eastern portion of the site, and a strategy for local hiring in the project.

The RFP/RFQ document was issued on May 14, 2018 with a submission deadline of July 17, 2018. The RFP/RFQ provided the development community with a description of the desired project outcomes and specific project requirements and conditions for the Board's review and consideration (Attachment II). The CRA received three development proposals from the following nonprofit entities:

- Neighborhood Renaissance, Inc. (Attachment III)
- Paragon Legacy, LLC (Attachment IV)
- Sunrise City CHDO (Attachment V)

The RFP/RFQ document listed potential incentives, site plan requirements, submission requirements, and evaluation requirements. CRA staff has reviewed each of the three proposals for sufficiency, adherence to the stated requirements, financial components, community engagement, and evaluation criteria (Attachment VI). The CRA Board's Proposer/Developer's ranking form is included as Attachment VII. The updated 2018 Anderson Carr Appraisal is also included as Attachment VIII.

As indicated in the RFP/RFQ, each Proposer/Developer will provide a brief presentation of their development proposals to the CRA Board at which time the CRA Board may ask questions or provide comments to each Proposer. At the conclusion of the presentations, the CRA Board will submit their final rankings to the CRA staff and legal counsel for tallying. The final selection of a Proposer/Developer is solely at the discretion of the CRA Board.

FISCAL IMPACT:

To be determined

CRA PLAN/PROJECT/PROGRAM:

2016 CRA Redevelopment Plan, Heart of Boynton District (pages 105-117)

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

- 1. Select a Proposer/Developer and direct CRA staff and legal counsel to negotiate a Purchase and Development Agreement to be brought back to the Board for consideration and approval at their next available meeting.
- 2. Approve a new assignment to the CRAAB to review the proposals at their September 6, 2018 meeting and provide a recommendation to the Board for their consideration.
- 3. Reject all Proposals and terminate the Cottage District Infill Housing Redevelopment Project
- 4. Other options or direction as provided by the Board.

ATTACHMENTS:

Description

- Attachment I May 8, 2018 CRA Board Meeting Minutes
- Attachment II Cottage District RFP-RFQ & Addendums
- Attachment VII CRA Board's Proposer/Developer Ranking Form
- Attachment VIII 2018 Anderson Carr Appraisal

that unanimously passed. Board Member McCray expressed his appreciation to the team.

B. Project Update on Ocean Breeze East

Paul Bilton, Centennial Management, 7735 NW 146th Street, Suite 306, Miami Lakes, explained the Florida Housing Finance Corporation (FHFC) has preliminarily recommended to award Centennial Management the 9% tax credits. Mr. Bilton explained FHFC is now in the protest phase of the process as those submitting applications that were not recommended for funding will challenge the tentative award recipient and other opponents. Florida Housing Finance Corporation allocates monies and only funds one development within each county until all counties are covered before awarding a second cycle of funding to counties. All who applied from Palm Beach County are fighting for the top spot allocation. Mr. Bilton explained those challenging are actually petitioning against the FHFC's decision. May 21st is the hearing date and the hearing officer has about two weeks to review the challenges and make a recommendation, at which time whoever does not get a favorable ruling has another 10 days to decide if they want to take it further in the court system. It was hoped the process would be concluded by July.

Centennial Management Corporation purchased the property for \$800,000. The Local Government contribution was \$567,500 and the rest of the money for the project would come from FHFC. Board Member Casello congratulated Centennial Management and expressed the Board has been trying to develop the property for some time and Centennial was the only one who made it happen. The development will be a catalyst and bring much needed affordable housing to the City. Mr. Bilton commented he thinks they are in a good position, but cautioned the process is not finished. He hoped to appear before the Board when the process is complete with good news.

Vice Chair Romelus agreed with Board Member Casello's comments and asked if all worked out, when construction would commence. Mr. Bilton responded if approved, they would go before a FHFC Board in July and for the Board to ratify the Hearing Judge's recommendation. They would receive an invitation to underwriting, which takes about a year and during that process they would obtain their building permits and tie up loose ends and financing matters. It could be as early as the summer of 2019.

Board Member McCray was hopeful as he represents District II where the development would be situated. He asked if Centennial has challenged other applications and learned in the past, they have not Board Member Katz also shared the Board's sentiments. He felt developing the property was an exercise in futility that may come to fruition and it was exciting. The news restored his confidence in seeking future funds in this manner.

C. Consideration of a Letter of Interest Submitted by Tri-Unity Homes for the CRA Owned Property Located at NE 4th and NE 5th Avenues, a/k/a the Cottage District

Board Member Katz wanted an RFP versus accepting a letter of intent and pointed out the Board recently developed a process to address when a letter of intent is received on a piece of property they are developing. Chair Grant requested a motion to send a letter requesting they respond to the RFP.

Motion

Board Member Casello so moved. Board Member McCray seconded the motion that unanimously passed.

D. Consideration of an RFP/RFQ for the CRA Owned Property Located at NE 4th and NE 5th Avenues, a/k/a the Cottage District

Mr. Simon explained this item was returning to the Board based on direction given at the April meeting. The RFP/RFQ will be issued on May 14th and the deadline to respond will be July 17th. Mr. Simon planned to bring the proposals and selection criteria to the August meeting and noted there are four items specifically listed. Staff needed direction on the incentives the Board would offer, the CRA Advisory Board role and the evaluation process as far as if the Board should hear the presentations prior to the Advisory Board or after. He asked if they wanted to cap the square foot price, but pointed out not capping the price per square foot gives the developer more freedom to determine the price of the product to make the development successful. Mr. Simon noted the latter could also be addressed through a development agreement and include greater details.

Board Member McCray favored the CRA Advisory Board hearing the presentations before the Board. Board Members Katz and Casello also agreed the price per square foot should be dictated by the developer.

Vice Chair Romelus asked if there was language in the agreement requiring the developer to have a community partner. Mr. Simon responded they would not have a community partner, but the CRA would use the same community wealth building and local hiring methods the City used. Vice Chair Romelus understood the nature of building wealth was to use local residents in the project. Mr. Simon explained the policy adopted by the City and CRA would not force the developer to align with one community partner, rather it gives the developer the opportunity to hire many residents. Additionally, using only one organization sometimes creates animosity in the community resulting in a negative outcome as they are not reaching all they could. He thought bringing in as many partners the developer could would be the best way to proceed. Vice Chair Romelus asked if the developer would be incentivized and encouraged to hire locally.

Thuy Shutt, CRA Assistant Director, pointed out Section I of the RFP has a requirement for local hiring and encouraging local business to apply. The developer has to provide a project description of how they will make attempts to use local residents and qualified contractors and subcontractors. It is a fee simple issue and not a management issue. The project will go through the Site Plan approval process which includes receiving public

input on the design and model types. She explained there are many opportunities for the design. The RFP/RFQ has a requirement to submit a marketing plan, reflecting how fast they can build, sell and the outreach to target a particular income market.

Vice Chair Romelus asked if the CRA would ask the developer to work with local unions and provide adequate pay. Ms. Shutt explained the program includes how the developer will connect the project to the local community. If the developer cannot procure subcontractors, services and employees from the community, they are required to provide a training program so when the next round of development comes in, they can pull from that pool. Vice Chair Romelus inquired how the CRA ensures local residents are paid properly. Ms. Shutt explained it is a HUD requirement. There is usually a Section 3 oversight person to review it and the living wages. It was noted there are certain trades that may make more than the minimum, but there are day laborers and unskilled workers that will need to be hired. The Board could set a policy, but it will have to be a measurable program. Vice Chair Romelus wanted the language clear in the RFP. Ms. Shutt explained they would work with Legal to include language in the contract as the CRA does not currently have that policy.

Chair Grant noted Section 10 discusses how the developer will make attempts to use local residents, advertising employment positions and employee training and more. Ms. Shutt commented if they give the developer guidance when they respond and detail how they would implement the requirements, staff could monitor it as part of the contract. The Development Agreement focuses on the specific outcomes, and in support of Vice Chair Romelus' concerns, the Board could approve language to require documents to be submitted and if their incentive is given on a reimbursement per unit sold basis or in phases, the developer could provide requested documents to support local wages for those jobs in Palm Beach County. When reviewed and approved, the incentive could be distributed.

Attorney Duhy recommended amending Section 10 A which currently reads "advertise the employment positions and training" to "advertise the employment positions at a prevailing wage" as it would tie the RFP to the concept.

Chair Grant noted the RFP was asking for a minimum of three projects completed in the last five years. The first letter of intent the Board received was not in the development field. He wanted to amend the requirement to name two projects and not limit it to the last five years. There was agreement.

Board Member Katz asked if staff investigated options regarding Susan Oyer's request about land abutting her property. Mr. Simon explained he, Ms. Oyer, Mike Rumpf, Planning Director, and Andrew Mack, Development Director, met and discussed the Land Development Regulations (LDR), which is the legal document that requires the buffer. He recommended deferring to the LDRs initially. If there is a problem that arises from the site plan and the Board feels the LDR does not address the issue, the Board could address it then. He noted every other developer has to adhere with the LDRs and

between the alleyway abandonment and the setbacks on the east and south side of the property that will be required, the result would be as good as giving her 15 feet. The buffer requirement should alleviate the matter without any statutory conflict.

Chair Grant opened public comment

Susan Oyer, 140 SE 27th Way, reviewed the agenda item and inquired about the density. She had viewed different architectural examples and design guidelines and it showed all kinds of things. She liked Tri-Unity's design and thought it was appropriate for the location. She wanted more specifics and transparency.

Board Member Katz explained once the Board receives responses and proposals, they could go from there. The Board was specific in the past and the responses were poor. She asked if the Board was looking for one or two stories. Board Member Katz noted some options involved square footage and he did not like multi-story complexes. He had no preference as long as there was continuity in the process.

Chair Grant commented at 512 N. Seacrest, there are two-story homes next to one-story homes and the variation is already there. He thought the three properties that will remain would create the variances to go two stories and have some homes be bigger or smaller. Chair Grant commented they are requiring concrete brick, which prohibits modular homes. He wanted to ensure the homes were affordable and he thought modular homes was the best way to go so as they are constructed off-site. Chair Grant asked if the Board would inquire about the modular homes or stay with the concrete brick.

Board Member Casello noted those are the types of concepts they could put in the RFP. Ms. Shutt explained there will be guidelines. As for modular homes, there are many forms such as concrete block stucco and insulated concrete forms, which are more durable and can be assembled in five weeks. There are also mag and structural boards. Chair Grant noted attachment I, design criteria. Ms. Shutt explained the CRA wanted more options. She explained maintenance and utility costs associated with CBS have a higher R value and it is cheaper in the long run for the homeowner to have insulated concrete. Board Member Casello supported nothing over two stories.

Board Member McCray supported compatibility and casting the widest net to see what comes back. Mr. Simon explained the criteria in the RFP does not allow for rentals only single-family homes. Attachment I, letter E under Streetscape, discusses landscaping, building mass or scale, alternating one or two stories and it establishes to the respondent an alternating one or two story building and a 45 foot height limit. He did not know how affordably a developer could build single-family homes. In general, by having other restrictions, it eliminates four story homes, but if the Board wants to limit the number of stories on the design, it could. The language provides guidance to the type of home that is preferred. Vice Chair Romelus commented the RFP allows for developers to come back with their ideas and sought to have affordable housing in the community.

Harry Woodworth, 685 NE 15th Place, commented on the requirement for local contractors as he had worked on several projects that had contract requirements for content, local manufacture and labor, women and minority owned business, and others. He thought developers would say it could not be done and the only thing the requirements would achieve would be irrigation and dirt and shovel work. He pointed out when residents are hired and trained it is important to mandate local content, include a number, scope of work, and include table of values in the front of the contract where it will be read first. Then they will hire, supervise and train local residents. He also explained developers will not want to participate in anything over 15 feet from the ground unless the Board makes them participate.

Dr. Piotr Blass agreed with Mr. Woodworth and Ms. Oyer's comments. He spoke about public/private partnerships and thought in the future, the City should participate in building. He wanted lower taxes and thought the only way to effect lower taxes was for the City to produce. He wanted to educate all to a different way of thinking. Board Member McCray noted a Mayor serves a three-year term and asked if he would be in the City as Dr. Blass travels frequently.

No one else coming forward, public comment was closed.

Attorney Duhy commented a motion was needed to approve the RFP as proposed with the changes as discussed which were: a change to page 6, Section 37.10 A to add prevailing wage; number 5 on page 6 of 37, instead of three projects in five years to two projects and delete "in five years"; regarding the design criteria where it discussed CBS construction to say etc. so developers know other design options would be considered, and the CRA Advisory Board will see the proposals before the CRA Board.

Motion

Board Member Casello moved to approve. Board Member McCray seconded the motion that unanimously passed. Mr. Simon requested clarification the CRA Advisory Board will get the responses first. Mr. Simon explained the Review Committee is separate. Board Member Katz wanted the Board to hear the presentations first and then refer the Board's selection to the CRA Advisory Board to refine. The members unanimously agreed.

E. Consideration of Boynton Village, LLC Compliance Audit

Motion

Vice Chair Romelus moved to remove the item from the table. Board Member McCray seconded the motion that unanimously passed.

Meryl Wolf, Cornerstone Group, 2100 Hollywood Boulevard, Hollywood, Florida, and Joel Mutnick, CPA and partner with FISK & Company, 1,000 Pine Island Road, Plantation, Florida were present in response to a letter they received from the CRA on May 1^{s.t}



The Boynton Beach Community Redevelopment Agency Request for Proposals and Developer Qualifications

Cottage District Infill Housing Redevelopment Project

Location: N.E. 4th Avenue and N.E. 5th Avenue & Seacrest Blvd. and N.E. 1st Street Boynton Beach, Florida

Issue Date: May 14, 2018

Submittal Date: July 17, 2018, no later than 2:00 p.m.



The Boynton Beach Community Redevelopment Agency (BBCRA) is issuing a **Request for Proposals** and Developer Qualifications (RFP/RFQ) for the acquisition and redevelopment project site listed below and will accept sealed proposals at its office located at 710 N. Federal Highway, Boynton Beach, FL 33435 ON OR BEFORE July 17, 2018, no later than 2:00 p.m. Eastern Standard Time. Developer proposals received after to the date and time set forth above will NOT BE ACCEPTED FOR CONSIDERATION. All proposals will be date and time stamped by the BBCRA. The time stamp or clock at the BBCRA's Reception Area is the time of record. Faxed or emailed Proposals will not be accepted. The RFP/RFQ documents and related attachments must be obtained from the BBCRA office or website at www.catchboynton.com.

The Boynton Beach Community Redevelopment Agency Request for Proposals and Developer Qualifications

Cottage District Infill Housing Redevelopment Project

Issue Date: May 14, 2018

Submittal Deadline: July 17, 2018, no later than 2:00 p.m.

A. <u>Community and Economic Setting</u>

The City of Boynton Beach (City), with a population of 71,000, is the third largest city in Palm Beach County, Florida. It is located approximately 45 miles north of Miami and 15 miles south of West Palm Beach. This puts it in the heart of southeast Florida's rapidly growing tri-county Miami-Dade/Broward/Palm Beach Metropolitan area.

Boynton Beach has direct access to the Intracoastal Waterway, Interstate 95 (I-95) and the Florida Turnpike. It also has a market of more than 6 million people within a two-hour radius and ready access to three international airports, two major rail lines, as well as the Tri-Rail regional commuter rail system.

The Heart of Boynton District is bounded to by I-95the west, Federal Highway to the east, the Boynton Beach Canal (C-16) to the north and Boynton Beach Boulevard to the south. Seacrest Boulevard runs north-south through the center of the community.

Over the past ten years there has been approximately \$28M of public investment into the Heart of Boynton community in property acquisition, construction of new homes and rehabilitation of existing homes. Some of the projects are:

- The City completed the redevelopment of the Carolyn Sims Park for a total of \$10M. The park is located at NW 12th Avenue and is the center of neighborhood activities.
- The City is also invested \$1.5M of federal stimulus dollars into the Seacrest Avenue corridor from Boynton Beach Boulevard north to the C-16 canal to create an attractive streetscape with new lighting, landscaped medians, and public art.
- The City and BBCRA are currently partnering on developing a block of new single-family homes at NW 10th Avenue and Seacrest. The project includes upgraded streetscapes and utilities. Construction is anticipated to commence in June 2018.

- In 2015, the BBCRA partnered with Boos Development Group to create the first new retail development in the neighborhood in over 45 years. The Family Dollar opened in 2016 at the SE corner of Seacrest Blvd. and Martin Luther King, Jr. Blvd., giving residents the opportunity to shop for brand name products at a reasonable price. The BBCRA has also been assembling properties along the Boulevard and will be looking to release an RFP for the redevelopment of the corridor by Summer of 2018.
- The BBCRA, in partnership with Centennial Management Corporation, will be redeveloping a 4.3 acre site between Seacrest Boulevard and NE 1st Street and between, NE 6th and 7th Avenues. The \$26 million dollar project will consist of 123 multi-family affordable 1-3 bedroom rental units with residential and site amenities, including a small flex and community space.
- The BBCRA has been assembling land to enlarge and improve Sara Sims Park at the SW corner of Martin Luther King, Jr. Blvd. and Seacrest. A master plan has been developed and several blighted structures have been removed. The project is currently under the design phase of the project and construction is anticipated to commence in early 2019.

B. <u>Property Disposal and Project Description</u>

The Boynton Beach Community Redevelopment Agency (BBCRA) is issuing a Request for Proposals and Developer Qualifications (RFP/RFQ) and for the redevelopment of a BBCRA-owned property identified and referred to as the Cottage District Infill Housing Redevelopment Project. The BBCRA owns approximately 4.2 acres of vacant property within the Cottage District Infill Housing Redevelopment Project site located between N.E. 4th and N.E. 5th Avenue and Seacrest and N.E. 1st Street, Boynton Beach, Florida. The Cottage District Infill Housing Redevelopment Project site lies within the BBCRA Heart of Boynton District boundaries and is identified in 2016 Boynton Beach Community Redevelopment Plan (Redevelopment Plan) as a priority residential or mixed use redevelopment site.

The proposed redevelopment of this site (the "project") shall be consistent with the project recommendations made within the Redevelopment Plan. The Redevelopment Plan's goals are to leverage this publicly owned real estate asset to support the overall redevelopment of the Heart of Boynton community and surrounding area, to increase home ownership opportunities for low and moderate income households (80-120% AMI), and to provide quality public enhancements that improve the economic, cultural and aesthetic quality of life for residents of the community. http://discover.pbcgov.org/pzb/planning/PDF/Projects/Housing/2017WHPIncomeRanges.pdf#search=pbc%20ami)

Development proposals should include traditional residential amenities, as well as enhance or improve existing community assets. Overriding goals for the future project include quality design through the use of urban design principles, and the use of alternative energy sources where possible. Proposals shall incorporate a publicly accessed neighborhood pocket park to be located along the eastern portion of the site.

Firms or entities responding to this RFP/RFQ (Proposers) are encouraged to exercise creativity in defining a concept that satisfies the vision of the 2016 BBCRA Redevelopment Plan, applicable zoning or entitlements, and sound real estate development practices.

C. <u>Land Use Regulations</u>

The BBCRA has completed a self-initiated Land Use and Zoning change creating the current approved Land Use designation for the property as High Density Residential (HDR) with a corresponding Zoning designation of Multi-family Residential District (R-4) or Infill Planned Unit Development District (IPUD) which may support a maximum density of 15 units/acre and maximum 45' feet in height.

In addition, since the property is located within the Downtown Transit Oriented Development (DTOD) boundaries, a density bonus of twenty-five percent (25%) can be applied to the project bring the maximum allowed density to 18 units/acre.

All proposals shall be subject to the City of Boynton Beach approval process.

D. Survey and Appraisal

The CRA will provide the most recent surveys and appraisals for the identified properties.

An appraisal of the subject properties was completed in July 2016 and is available in electronic form upon written request to the BBCRA. Proposers should not rely solely on the information in the appraisals when compiling a proposal. The appraised value should be considered with all offers and requests for BBCRA incentives.

E. Palm Beach County Impact Fees

Development of the property will be subject to Palm Beach County Impact Fees. Please contact Impact Fee Coordinator for PBC, Willie Swoope at (561) 233-5025, www.ope@pbcgov.org, for specific information regarding impact fees applicable to the proposed development, or go to http://discover.pbcgov.org/pzb/administration/Pages/Impact-Fees.aspx to download relevant information.

F. <u>Architectural and Design Considerations</u>

The project should include quality architectural design and site development standards that enhance the area and adjacent neighborhoods. Proposers should rely on the Redevelopment Plan and the Urban Design Guidelines for design guidance. Proposals will be evaluated on their adherence and incorporation of architectural and design elements presented in the Redevelopment Plan listed above and the design criteria of Attachments "I," Design Criteria, through "K." the Redevelopment Plan and the Urban Design Guidelines are available at: http://catchboynton.com/images/downloads/Design Guidelines.pdf

G. <u>Commitment to the Project</u>

The BBCRA encourages and incentivizes private sector development and civic improvements undertaken within its designated redevelopment boundary area. Under Chapter 163, Florida Statutes, the creation of the BBCRA and implementation of the Redevelopment Plan allows the tax increment revenue generated within the BBCRA District to be used for a variety of activities associated with the redevelopment of the BBCRA district, including the Heart of Boynton community.

The BBCRA is committed to meeting the goals and objectives of the various planning areas with both policies and funding.

The BBCRA has identified the flowing list of incentives available under this RFP/RFQ:

- Any offers to lease or acquire the property for less than the appraised value must indicate the value of other items of a public benefit, such as creation of jobs, parking and open space, provision of affordable housing, etc., and must state the specific benefits that the proposed project would bring to the surrounding area. Pursuant to Section 163.380(2), Florida Statutes, offers for the acquisition of the properties for less than fair value shall require approval by the Boynton Beach City Commission.
- The CRA Board may approve incentives to enhance home ownership opportunities, such as but not limited to, second mortgage subsidies, and/or assistance with County and State grant or funding applications.
- The CRA Board may also provide assistance with infrastructure improvements.
- Support and assistance with obtaining Palm Beach County Impact Fee credits, City of Boynton Beach Utility Cap fees or any other applicable fee credits or waivers that do not involve additional BBCRA funding.
- To the best of its ability, the BBCRA will be cooperative partners in pursuing any permits or approvals that may be required to expedite the selected development plan.

H. <u>Proposal Requirements for the Project Site Plan</u>

All development proposals or qualifications (Proposals) **must** include the following:

- 1. Street lights installed along the entire perimeter of the project that are complimentary to those existing along the east side of N. Seacrest Boulevard adjacent to the project site.
- 2. On-street parking spaces where feasible.
- 3. Minimum of 6-foot wide sidewalks along the entire perimeter of the project.
- 4. Street and site trees that exceed the size and caliper requirement of the City's Land Development Regulations to be installed along the entire perimeter of the project.
- 5. Open space area calculation that exceeds the requirement of the City's Land Development Regulations and enhanced resident amenities incorporated within the proposed project boundaries.
- 6. Minimum 0.20 acre neighborhood pocket park with landscape, hardscape and accent lighting features designed into the project's site plan located at the east portion of the site along NE 1st Street.

I. <u>Proposal Submission Requirements</u>

All of the following documents must be submitted or the Proposal will be considered incomplete and may be rejected:

1. Provide a written general statement of the qualifications of the Proposer, including examples of experience with similar projects, as well as background information on the principals. If the selected developer is a public corporation, provide copies of its annual report or SEC filings as appropriate.

- 2. Provide a certificate of good standing from the Secretary of State of Florida and the state in which the corporation is headquartered, if not Florida.
- 3. Provide a copy of the commercial lease agreement, if any, or proof of property ownership at the location the Proposer is currently licensed to do business. If the Proposal is submitted by more than one entity, each entity much provide the requested information separately.
- 4. Provide a list of personnel that will be part of the proposed project's development or management team, along with their professional qualifications and a list of similar projects on which they have actively participated. Provide no less than three and no more than ten projects for this item.
- 5. Provide a written list of similar projects developed by the Proposer that were completed, including photographs, addresses, date the projects were completed, and general project description. Provide no less than two and no more than ten projects for this item. If the Proposal is submitted by more than one entity, each entity must provide the information requested separately.
- 6. Provide a detailed description of the proposed project, with text and graphics. This should include but not limited to a schematic site layout plan; proposed density, intensity, and height; parking locations; typical floor plans; and elevations, as well as the items listed in Paragraph F, "Architectural and Design Considerations," and Paragraph H, "Proposal Requirements for Project Site Plan," of this RFP/RFQ document.
- 7. Provide a breakdown of the proposed total number of housing units and housing unit types (attached or detached), including number of bedrooms and bathrooms, and square footage for each unit type. Describe if the proposed project will be for sale units. Please estimate the number of units and type of units that will meet HUD's definition of "affordable" housing categories, if any.
- 8. Provide both a development and operating pro forma. The development pro forma shall include and clearly identify the cost of land acquisition from the BBCRA along with any proposed funding assistance being requested of the BBCRA, if any.
- 9. If the project is proposed to use other project based subsidies, Proposer must demonstrate extensive experience with obtaining such project-based subsidies for affordable housing by listing projects and the amount and type of subsidy utilized.
- 10. A program description of how the Developer will make attempts to utilize local residents, qualified contractors, and sub-contractors in the development, construction, operation and management of the proposed project. Documentation of this effort will be required for program monitoring. At minimum, the hiring and training program may include, but are not limited to, the following:
 - a. Advertising the employment positions at a prevailing wage and training;
 - b. Sponsoring (scheduling, advertising, financing, or providing in-kind services for) a job informational meeting;
 - c. Arranging assistance and conducting job interviews;
 - d. Participation from agencies specializing in workforce development and training
 - e. A signed written statement committing to the use of the described program if selected must accompany the program description.

- 11. A signed written statement of intent to purchase the project property indicating the proposed purchase price along with a statement of willingness to execute a Purchase and Development Agreement within ninety (90) days of selection if selected.
 - Any Purchase and Development Agreement ("Agreement") will contain performance based criteria and milestone timelines for items such as, securing debt funding, formal site plan application, commencement of construction, limitations on transferability or assignability of the Agreement without prior approval from the BBCRA, termination provisions for failure to meet the criteria listed and other provisions to adequately define the rights, duties and obligations of the parties. The Agreement may also contain a reverter clause.
- 12. Authorization to Perform Credit Check for each Proposer entity. The Authorization must be executed by the appropriate officer of Proposer entity. See Attachments "E" and "F," Authorization forms.
- 13. Proof of financial capability to complete the proposed project. Financial capability may be demonstrated by submitting a current (audited, if available) financial statement of the proposing entity which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the Proposer (and its parent entity if it is a subsidiary). If the proposing entity is to be created specifically for the intended project or if the proposing entity is less than three years old, then each partner or stockholder must submit its own financial statement as described above. Tax returns may be substituted for financial statements. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the proposer (or its principals or affiliates) to complete the project must be disclosed. Disclosure of any bankruptcies by any of the above or related entities during the past ten years must be made with the RFP/RFQ. Financial information should be submitted in a separate, sealed envelope or package and marked 'confidential.' Financial information will be accepted only from the proposing entity.
- 14. The Proposer must submit a Marketing Plan which will indicate how the units will be sold, strategies of outreach to the end users and community, proposed recommended sale price ranges that are supported by the finance plan and proforma, and the project's proposed absorption rate.
- 15. An acknowledgement letter attesting that the Proposer has read and understands all procedures of this RFP/RFQ (see Attachment "D").
- 16. A promotional PowerPoint presentation of the Proposal, consisting of 10 to 15 slides.
- 17. A list of all civil and criminal legal actions in which each Proposer entity (and its parent entity if it is a subsidiary) is currently a named party or was a named party in the past four (4) years, providing the case number, case description, the state of jurisdiction, and disposition of each case. Proposer(s) may include any additional relevant information.
- 18. All other requirements contained in this RFP/RFQ, including all attachments that request a response or information from the Proposer.

J. RFP/RFO Submission Evaluation & Selection Process

The BBCRA Board and staff will review each Proposal and make a determination as to whether each Proposal meets the minimum requirements contained in this RFP/RFQ document. In addition to

meeting the minimum requirements of the RFP/RFQ, the BBCRA Board and staff will evaluate each Proposal based on the information provided and on the following criteria:

- Experience in completing comparable development projects within markets similar to the project area.
- Experience in development of affordable and/or market rate single or multi-family fee simple developments.
- Project's adherence to the goals and objectives of the RFP/RFQ and referenced BBCRA planning documents, adherence to items listed in Paragraph F, "Architectural and Design Considerations," and Paragraph H, "Proposal Requirements for Project Site Plan," resident amenities, and public benefits.
- Proposed financial terms, purchase price, development and operating pro forma.
- Proposed plan or program to use local contractors, sub-contractors and residents in the project.

In addition to a presentation to the BBCRA Board, the Proposers may be asked to present their Proposals before the BBCRA Advisory Board at their regular meeting. The BBCRA Advisory Board acts as a recommendation body to the BBCRA Board. The three highest ranking proposers will also present their PowerPoint slide presentation before the Board of the BBCRA at their regularly scheduled meeting in the City Commission Chambers at City Hall located at 100 E. Boynton Beach Boulevard.

At the conclusion of the public presentations, the BBCRA Board may select a successful Proposer and authorize negotiation of a Purchase and Development Agreement for the land and project completion. Any resulting agreement must be in a form approved of by the BBCRA Board and BBCRA Board Attorney. In the event the terms and conditions of an agreement cannot be mutually agreed upon within ninety (90) days of the Board's selection of the Proposer, either party shall have the right to terminate the negotiations. Once the BBCRA formally issues an offer of agreement, if the successful Proposer fails to return an executed agreement within 30 days of receipt, the CRA may terminate negotiations or withdraw its offer of agreement. Upon termination of negotiations or withdrawal of an offer of agreement, the BBCRA shall have the right to commence negotiations with another Proposer, issue a new RFP/RFQ for the development site, elect not terminate the project, or take any other action with no further obligation to the Proposer.

It is expected that there will be no communication with parties other than those specifically noted herein and such communication will be for clarification regarding procedures and objectives specified within the RFP/RFQ document. The BBCRA prohibits communication to or with any BBCRA Board Member, Advisory Board Member, officer, or employee during the submission process. Communication with any parties for any purposes other than those expressly described herein may cause an individual or firm to be disqualified immediately from participating in the development proposal or selection process. All questions or inquiries should be directed via email to Michael Simon, BBCRA Executive Director at simonm@bbfl.us.

It will be necessary for responding parties to comply fully with the general terms and conditions outlined in this document if they are to be considered.

K. <u>Anticipated Schedule and Sequence of Events</u>

The BBCRA has established a tentative schedule for proposal submission and selection of the successful Proposer(s). The BBCRA however, reserves the right to amend milestone dates.

L. Tentative Schedule of Events

Issue Date: May 14, 2018

Request for Information Deadline:

Submittal Deadline:

Presentation to the BBCRA Advisory Board*:

Presentation to BBCRA Board*:

July 6, 2018, 10:00 a.m., BBCRA Office

July 17, 2018, by 2:00 p.m., BBCRA Office

August 2, 2018 at 6:30 p.m., City Hall

August 14, 2018 at 6:30 p.m., City Hall

Purchase & Development Agreement

to BBCRA Board: September 2018 at 6:30 p.m., City Hall

(*Note: Dates above subject to change – registered interested parties will be notified by email of changes, if any)

M. Documents Available For Review

The following planning and site documents are included in this RFP/RFQ, are available in electronic format, and may be retrieved from the BBCRA's website at: http://catchboynton.com/index.php?option=com k2&view=item&layout=item&id=761&Itemid=586

- Geo-technical Report
- Project Site Survey
- 2016 BBCRA Redevelopment Plan
- The Downtown Vision and Master Plan

N. RFP/RFO Additional Submission Criteria

The failure to strictly meet the submittal deadline or the failure to include any required element of the submission criteria will result in the submittal being deemed incomplete and may be rejected and returned at the sole discretion of the BBCRA. Any question regarding whether a submittal has been submitted timely shall be resolved by reference to the time kept at the BBCRA office.

O. Number of Copies

In total, one (1) bound and tabbed original Proposal document should be submitted with a title page listing the name of the RFP/RFQ and the submitting Proposer and one (1) unbound but clipped copies of the Proposal. In addition, one (1) digital copy of the complete Proposal in PDF format on CD/DVD or thumb drive must be submitted. **Facsimile or emailed copies of the Proposal will not be accepted.** Proposals shall be clearly marked on the outside of the envelope or delivery box container as follows:

Request for Developer Qualifications and Proposals Cottage District Infill Housing Redevelopment Project

Issue Date: May 14, 2018 Submittal Deadline: July 17, 2018, no later than 2:00 p.m.

P. Contacts

All correspondence and requests for information regarding the RFP/RFQ should be directed to:

Michael Simon, Executive Director Boynton Beach Community Redevelopment Agency 710 N. Federal Highway Boynton Beach, Florida 33435

Phone: (561) 600-9091 Fax: (561) 737-3258 Email: SimonM@bbfl.us

Q. Answers to Ouestions

Proposers are required to restrict all contact, questions and requests for clarifications regarding this RFP/RFQ to the named individual(s) listed above. All such requests must be submitted in writing via email and may be submitted at any time but no later than 5:00 p.m., on July 6, 2018. All answers to questions, clarifications, and interpretations will be issued in the form of addenda. Oral explanations, information, and instructions shall not be considered binding on the BBCRA. All Proposers are encouraged to independently verify the accuracy of any information provided. Neither the BBCRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer, or to any assumptions made by Proposer. Written responses to all written questions submitted shall be maintained by in the BBCRA RFP/RFQ file.

R. Registration and Addenda

All interested parties must register their name, address, telephone number and e-mail address with Michael Simon, Executive Director, at SimonM@bbfl.us, in order to receive any changes, additions, addendums or other notices concerning this project. All addenda issued before the Proposals are due are part of this RFP/RFQ and must be acknowledged as part of the Proposal.

S. <u>Limitations on Communications - Cone of Silence/No Lobbying</u>

As to any matter relating to this RFP/RFQ, any Proposer, consultant, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the BBCRA Board, BBCRA Advisory Board, BBCRA staff, or any other person working on behalf of the BBCRA on any matter related to or involved with this RFP/RFQ. For purposes of clarification, a Proposer's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer. All inquiries after the Pre-Submission meeting must be in writing and directed to the BBCRA as indicated in the paragraph above. Any violation of this condition may result in rejection and/or disqualification of the Proposer's response. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the RFP/RFQ and shall terminate at the time the BBCRA Board selects a Developer, rejects all proposals, or otherwise takes action which ends the solicitation process.

T. Non-Discrimination

The selected Proposer, agree that no person shall on the ground of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation be subjected to discrimination in connection with this RFP/RFQ and any resulting agreement or project.

U. Protests

Any and all decisions by the BBCRA Board to modify the schedule described herein, requests for additional information, reject insufficient or unclear proposals, formulate an objective point system for review, rate and rank proposals, negotiate agreements, abandon negotiations, approve agreements, etc., shall be at the BBCRA's sole discretion and no protests whatsoever shall be considered by the BBCRA Board. Submittal of a Proposal in response to this RFP/RFQ constitutes acceptance of this policy.

V. Formation of Contract

The existence of a contractual relationship between the parties is contingent upon the terms and conditions of the contract (also referred to in the RFP/RFQ as an agreement) being negotiated to the satisfaction of both parties and the execution of said contract by both parties. Unless otherwise agreed upon, the contract documents shall include, but not be limited to, terms and conditions substantially similar to those contained in this RFP/RFQ, the submitted proposal inclusive of qualifications and the negotiated services as agreed by both parties. Any contract or agreement must be in a form approved of by the BBCRA Board and BBCRA Board Attorney

W. Right to Withdraw

The BBCRA specifically reserves the right to refrain from awarding a contract for the sale of any or all of the subject property to any persons and to withdraw from the process and/or negotiations at any time at its sole and absolute discretion. The BBCRA reserves the right to enter into a contract with any of the Proposers on the basis of the impact on redevelopment by the proposed project at the BBCRA's sole and absolute discretion and not necessarily to the Proposer offering the highest purchase price. The BBCRA expressly reserves the right to obtain economic feasibility studies or third party evaluation with regard to any part of the subject proposals.

Y. <u>Deed Restriction and Homeowners and Property Owners Associations</u>

The BBCRA may require a deed restriction on the use of the properties as fee-simple residential development to preserve the home ownership opportunities in the neighborhood and/or require the establishment of a Homeowners or Property Owners Association.

Z. Permits, Taxes and Licenses

Proposer shall obtain, at its own expense, all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state, and federal laws, rules and regulations applicable to the business to be carried on under the contract.

AA. Public Records

The BBCRA is public agency subject to Chapter 119, Florida Statutes. The successful Proposer shall comply with Florida's Public Records Law. Specifically, the successful Proposer shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the BBCRA in order to perform the service;
- Provide the public with access to such public records on the same terms and conditions that the BBCRA would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer to the BBCRA, at no cost, all public
 records in possession of the Proposer upon termination of the contract and destroy any duplicate
 public records that are exempt or confidential and exempt. All records stored electronically must
 be provided to the BBCRA in a format that is compatible with the information technology systems
 of the BBCRA.
- IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES,
 TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP/RFQ, CONTACT THE
 CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 710 North Federal Highway, Boynton Beach,
 Florida 33435, <u>BoyntonBeachCRA@bbfl.us</u>.

BB. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit Proposals, bids or qualifications (as applicable), in response to a solicitation for said products/services in support of a public entity, and may not submit qualifications, a proposal or bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact businesses with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CC. <u>Drug Free Workplace Certification</u>

In accordance with Section 287.087, Florida Statute, preference shall be given to Proposer(s) with drug free work programs. Whenever two (2) or more Proposals, which are equal with respect to price, quality and service, are received by the BBCRA or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to receive such preference, the Proposer shall complete and submit with its Proposal the attached certification, Attachment "M," Drug Free Workplace Certification.

"This establishes the end of the main document"

ATTACHMENT "A"

PROJECT SITE LOCATION MAP



BBCRA Cottage District Project Area:

Yellow line denotes the boundaries of the proposed Cottage District Project area.

Red line outlines the boundaries of the CRA owned properties within the Project area.



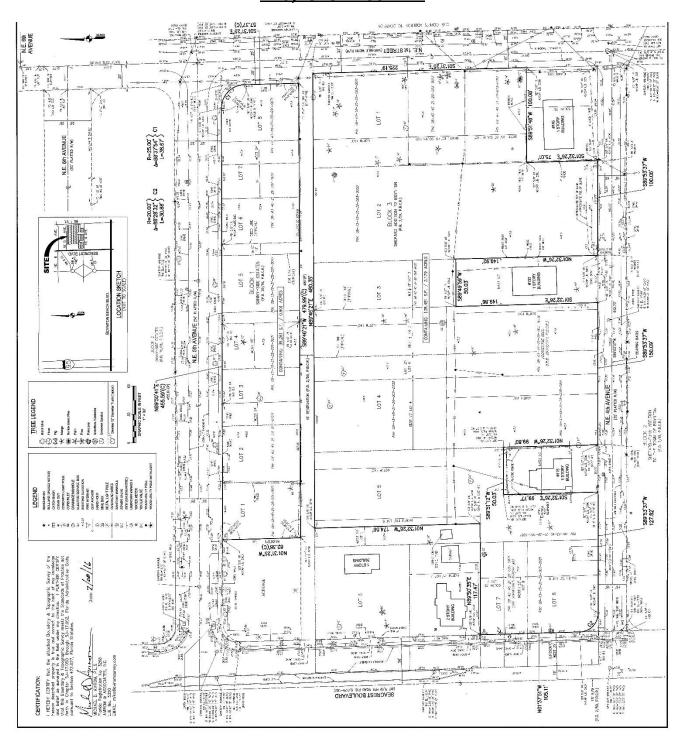
ATTACHMENT "B"

PROPERTY INFORMATION

BBCRA COTTAGE DISTRICT PROJECT: Property Identification Table					
Street #	Property Address	Structure or Lot?	Legal	Status	Parcel ID
101	NE 5th Avenue	Vacant	21-45-43,ELY 108.9 ft of WLY 158.9 ft of S 160 ft of N 185 ft & ELY 108.61 ft of WLY 158.61 ft. of SLY 82.93 ft	Privately Owned by Blanche Girtman	Portion of PCN #08-43- 45-21-00-000-5010
114	NE 5th Avenue	Vacant	Lot 1, Blk 1, Sunny Side Ests	Owned by BBCRA	08-43-45-21-28-001-0010
118	NE 5th Avenue	Vacant	Portions of Lots 2 & 3, Blk 1, Sunny Side Ests.	Owned by BBCRA	08-43-45-21-28-001-0020
122	NE 5th Avenue	Vacant	Portions of Lots 3 & 4, Blk 1, Sunny Side Ests.	Owned by BBCRA	08-43-45-21-28-001-0031
136	NE 5th Avenue	Vacant	Portions of Lots 4, 5 & 6, Blk 1, Sunny Side Ests	Owned by BBCRA	08-43-45-21-28-001-0041
140	NE 5th Avenue	Vacant	Portions of Lost 6 & 7, Blk 1, Sunny Side Ests	Owned by BBCRA	08-43-45-21-28-001-0061
144	NE 5th Avenue	Vacant	Portions of Lots 7 & 8, Blk 1, Sunny Side Ests	Owned by BBCRA	08-43-45-21-28-001-0071
517	NE 1st Street	Vacant	N 100 Ft. of Lot 1, Blk 3, Shepard Addition to Boynton	Owned by BBCRA	08-43-45-21-29-003-0011
515	NE 1st Street	Residential Structure - demolition	N 60 Ft. of S. 200 Ft of Lot 1, Blk 3, Shepard Addition to Boynton	Privately Owned by Vonerick Capital Partners, LLC	08-43-45-21-29-003-0013

511	NE 1st Avenue (Property Appraiser has it as 511 NE 1st Street)	Vacant	Portions of Lot 1, Blk 3, shepard Add	Owned by BBCRA	08-43-45-21-29-003-0012
145	NE 4th Ave	Residential Structure - demolition	Shepard Add S 75 ft. or Lot 1, Blk 3	Privately Owned by Community Caring Center	08-43-45-21-29-003-0014
xxx	NE 4th Avenue	Vacant Lots	Lot 2 and the NE 1/4 of Lot 3, Block 3, Shepard Addition to Boynton	Owned byBB CRA	08-43-45-21-29-003- 0032, 08-43-45-21-29- 003-0020
133	NE 4th Ave	Residential Structure - demolition	Shepard Add SE 1/4 of Lot 3, Blk 3	Privately Owned by Jean B & Jean O Francois	08-43-45-21-29-003-0031
127	NE 4th Avenue	Vacant	Portions of Lot 3, Blk 3, Shepard Add	Owned by BBCRA	08-43-45-21-29-003-0034
121	NE 4th Avenue	Vacant	W 75' of Lot 4/Less N 140'/ Blk 3 Shepard Add	Owned by BBCRA	08-43-45-21-29-003-0041
xxx	NE 4th Ave	Vacant	Portions of Lots 3, 4, & 5, Blk 3, Shepard Add	Owned by BBCRA	08-43-45-21-29-003-0033
115	NE 4th Avenue	Residential Structure - demolition	E 50 ft of S 100 ft of Lot 5, Blk 3 Shepard Add	Privately Owned by Valrie McIntosh Brown	08-43-45-21-29-003-0052
105	NE 4th Avenue	Vacant	Portions of Lot 5, Blk 3, Shepard Add	Owned by BBCRA	08-43-45-21-29-003-0051
103	NE 4th Avenue	Vacant	Portion of Lot 8, Blk 3, Shepard Add	Owned by BBCRA	08-43-45-21-29-003-0081
508	N. Seacrest Blvd.	Vacant	Portions of Lots 7 & 8, Blk 3, Shepard Add	Owned by BBCRA	08-43-45-21-29-003-0071
512	N. Seacrest Blvd.	Residential Structure	N 175 ft of W 20 ft of Lot 5 & Lot6 & N 75 ft of Lot 7; Blk 3, Shepard Add	Privately Owned by 500 Ocean Properties, LLC	08-43-45-21-29-003-0054

PROJECT SITE SURVEY



ATTACHMENT "C"

PROPOSER(S) INFORMATION

Name:			
Street Address:			
Mailing Address (if different):			
City, State, Zip:			
Telephone No: Fax No:			
Email Address of Contact Person:			
Ownership Status - Is the company currently for sale or involved in any transaction to expand or to acquired by another business entity? If yes, please explain the impact to the organization and managefforts.			
Age of Organization – In continuous business since:			
Leadership - List Corporate Officers, Principals, Partners or owners of your Organization with titles addresses. If a publically held company, list Chairman of the Board, CEO, and President:			
Federal Identification No.:			
State of Incorporation & Registration No.:			
If not a corporation, explain your status:			

ATTACHMENT "D"

ACKNOWLEDGMENT LETTER

PROPOSERS SHALL INCORPORATE THIS ACKNOWLEDGEMENT LETTER IN THEIR SUBMITTAL PACKAGE

	<u> </u>
Re:	Boynton Beach Community Redevelopment Agency Cottage District Infill Housing Redevelopment Project, Request for Proposal/Request for Qualifications (RFP/RFQ) dated May, 2018
To W	hom It May Concern:
Quali and o	undersigned has read the Boynton Beach CRA (BBCRA) Request for Proposal/Request for fications (RFP/RFQ) for the Cottage District Infill Housing Redevelopment Project dated May _, 2018. On behalf of our proposal team, we agree to and accept the terms, specific limitations conditions expressed therein. We have read, rely upon, acknowledge and accept the BBCRA's osure and disclaimer, which is fully incorporated by reference into this letter, and certify that the requirements as described in the RFP/RFQ are enclosed.
Since	rely,
Name	e of Proposer
Print	Name and Title
Auth	orized Signature (Must be able to legally bind the Proposer)
Date	

ATTACHMENT "E"

AUTHORIZATION TO PERFORM CREDIT CHECK

For Principal/Owner:

(Please use a separate form for each principal/owner)

The Proposer hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("BBCRA") investigation into the credit worthiness of the Proposer. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the Proposer's credit worthiness on behalf of the BBCRA, including independent contractors and credit agencies retained by the BBCRA for such purpose.

Any information provided to the CRA is a public record subject to the provisions of Ch. 119 F.S.

Proposer grants such consent and authorization to the BBCRA for the period commencing as of the date of this authorization and terminating at the time a Proposal is selected by the BBCRA Board.

This Proposer hereby waives any and all claims, past present or future, which the Proposer may have against the BBCRA by reason of any credit investigation made pursuant to Proposer's consent and authorization herein given to the BBCRA.

An authorization to Perform Credit Check will need to be completed by each Principal/Owner and by the Business.

Principal/Owner Name:			
Date of Birth:			
Current Home Address:			
			_
Previous Home Address:			
Email:	Phone #:		
Signature:		Date:	

ATTACHMENT "F"

AUTHORIZATION TO PERFORM CREDIT CHECK

For Business:

The Proposer hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("BBCRA") investigation into the credit worthiness of the Proposer. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the Proposer's credit worthiness on behalf of the BBCRA, including independent contractors and credit agencies retained by the BBCRA for such purpose.

Any information provided to the BBCRA is a public record subject to the provisions of Ch. 119 F.S.

Proposer grants such consent and authorization to the BBCRA for the period commencing as of the date of this authorization and terminating at the time a Proposal is selected by the BBCRA Board.

This Proposer hereby waives any and all claims, past present or future, which the Proposer may have against the BBCRA by reason of any credit investigation made pursuant to Proposer's consent and authorization herein given to the BBCRA.

An authorization to Perform Credit Check will need to be completed by each Principal/Owner and by the Business.

Business Name (D/B/A if ap	plicable):	
Current Business Address:		
Federal Tax ID#	State of Incorporation:	
Phone #l:	Fax#:	
Signature:	Date:	
Title:		

ATTACHMENT "G"

AUTHORIZATION FOR RELEASE OF INFORMATION

To whom it may concern:

The undersigned hereby authorizes you to release to the Boynton Beach Community Redevelopment Agency (BBCRA) of the City of Boynton Beach any information in your possession regarding the undersigned either of a professional credit or personal nature including the statement of your opinions with regard to the undersigned's professional credit and personal character.

	Ву:	
STATE OF FLORIDA COUNTY OF PALM BEACH		
THE FOREGOING INSTRUMENT was acknowledge	ed before me this	day of who is personally
, 2018, by known to me or who has respectively produced a	s identification and did not tak	e an oath.
Notary	Public:	
Print Name:		
Commission No:(Seal)		
My Commission Expires:		
Name:		
Home Address:		
Home Telephone Number:		
Business Telephone Number:		
Fax Number:		
Date of Birth:		
Professional License Number:		

ATTACHMENT "H"

LOCAL HISTORIC ARCHITECTURAL EXAMPLES







Page **23** of **36**

ATTACHMENT "I"

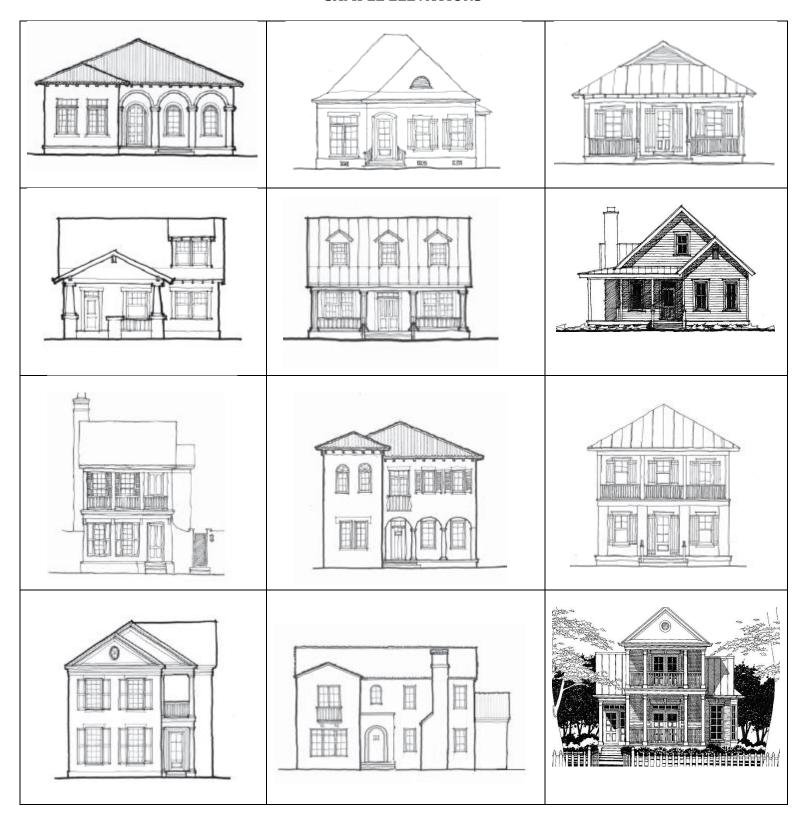
DESIGN CRITERIA

Minimum design guidelines

- A. Unit Size (1,200-1,600 s.f., 3 bedroom/2 bath)
- B. Unit amenities (1 car garage minimum, front porch minimum, French doors instead of sliding glass)
- C. Type of Construction (CBS, Insulated Concrete Forms, etc.)
- D. Energy Efficiency and Green Building (see Attachment "K")
- E. Streetscape (landscaping, building mass/scale alternating one or two-story preferred, identical building elevation not permitted adjacent to or directly in front of the same elevation to avoid a repetitious pattern or duplication of the same elevation or color scheme within close proximity of one another)
- F. Other unique and creative site design elements that would support the urban lifestyle of the neighborhood (e.g. pedestrian scale, neighborhood amenities, trellises, arbors, shared driveways, motor courts, etc.)
- G. Other unique and creative architectural elements that would enhance the character of the homes (e.g. multi-paned windows, front porches, decorative vents, proportioned fenestration, dormers, durable exterior finishes, shutters, recesses and projects, etc.)

ATTACHMENT "J"

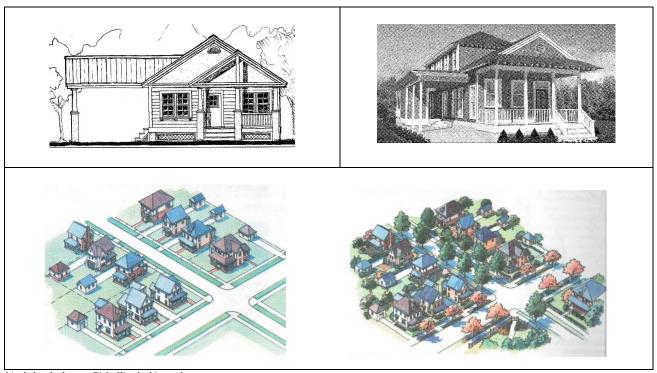
SAMPLE ELEVATIONS



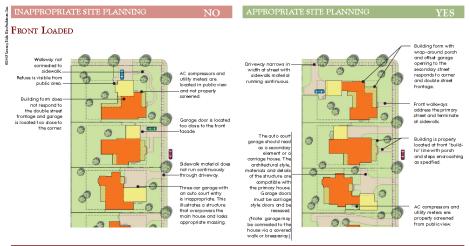
Page **25** of **36**

EXHIBIT I (Cont.)

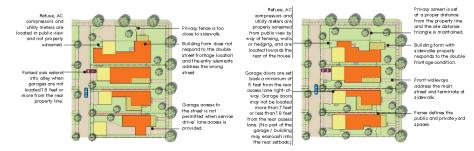
Alternative Carport Options and Urban Neighborhood Site Plan Concepts



graphics below by Looney Ricks Kiss Architects, Inc.



REAR LOADED



SITE PLANNING ELEMENTS

Buildings define the streetscape through the use of generally consistent setbacks. The character of the streetscape will also be reinforced by projecting porches, shade trees and other vertical elements, such as garden walls, hedges or appropriate fencing, which define front yards and street edges.

Building Orientation
Buildings will be sited towards and relate to the street. Comer and
multiple frontages sites should address all frontages, with the main entry
located along the primary street or public space. Each building will have a walkway connection between the front entrance and the street

All paving materials for front walks and driveways, including toned or colored concrete or masonry pavers, shall compliment the primary structure and be compatible with the overall streetscape.

Utility / Equipment

Electrical and gas utility meters and AC compressors will be unobtrusively located and screened from public view by landscaping or appropriate fencing. Transformers on individual lots will be screened with landscaping to minimize visual impact.

Refuse / Storage
Refuse containers, wood piles, etc., will be stored within an enclosed storage area, appropriately fenced, and walled or screened from public view by landscaping.

Clear Sight Triangle

Clear Sight Irrangle.

On corner lost facing two or more streets, no structure or other vision obstructing o bject, including landscaping, shall be placed higher than 50° at intersecting local streets and allers nor shall any object higher than 50° be placed elsewhere within the site triangle. The site triangle area shall be formed by measuring 25° along each ourb line from the point of intersecting curb lines and connecting such points to form a triangle.

Other Site Issues

Other Site Issues
Antenna and play equipment shall be located out of public view and
must be approved. Pools, spas, and accessory structures will match or
compliment the home design and detailing and must be approved. No
pre-fabricated storage buildings are allowed. Satellite dishes shall be
located in less conspicuous locations.







Homes that define the street edge of cent to a public open space.



Architectural character, materials and detailing continue from the front to the side facade appropriately addressing both streets.



Site orientation and building form emphasize the axis or food point of this streetscape and appropriately erminate the view.



Homes and entries front on the public open space, clearly defining it and creating an attractive 'outdoor



Inappropriate architectural character, massive irregular form and a lack of appropriate detailing fail to address the secondary street facade.



Inappropriate site orientation and building form does not acknowledge the food point on this streetscape a fails to appropriately terminate the view.



Homes that turn their side or rear to the public open space offer no added value to this area.

SPECIAL CONDITION LOTS & HOMES

Special Condition Homes are typically located at street and lane intersections, at the end of a street intersection or view corridor, and or against a street edge that defines common property or public outdoor space. Special Condition Homes and all other homes where the proposed improvements may have a greater impact upon the character of the community will receive more intensive review in all aspects.

The following are examples of Special Condition Home conditions

Corner and Multiple Frontage Homes

Homes on lots with two or more facades visibly exposed to the street or common open space will be designed specifically to respond to these more prominent locations. These homes will have appropriate massing and/or other architectural treatments on all publishy visible facades. All exposed facades will be treated with the same architectural quality and detail.

Homes Terminating Views
Homes on lots located at the termination of view corridors, vistas or street axis are considered Special Condition Homes. Appropriate design considerations will be required in terms of their building form and architectural treatment to enhance and emphasize these focal points.

Homes Defining Public Areas

Homes on loss adjacent to a street edge defining common property or a public outdoor space must be designed with porches, massing and other elements that respond to both the street and the public space.

















GARAGE DESIGN AND SITING

A variety of garage and parking arrangements will be considered in order to create more visually interesting streets and alleys.

Front Entry & Side Garages
The massing and scale of the garage must not compete with or overwhelm the main body of a building and to the extent possible must be located to the rear of the lot. The siting of a garage on a corner lot be located to the rear of the lot. The siting of a gauge on a corner lot requires additional consideration. Front ently gauges must be recessed a minimum of 7 behind the front face of the home. Up to 40% of all front-loaded homes in a block will be permitted without the recess, provided no more than two adjacent homes have this condition and that more substantial knoiscape treatments, as illustrated on page 5.10, adequately address the public realm. Three car, front entry gauges are permitted only with special approval. Gauge forms, design and detailling must be similar in qualify to the orimary facede elements detailing must be similar in quality to the primary facade elements detailing must be similar in quality to the primary facade elements of the building. If a gauge is recessed to the rear of the lot behind the main body of the building, this requirement may be waived. Side entry gauges on interior lots are permitted, provided the face of the side entry gauge doors are set back a minimum of 25° from the side lot line. Acceptable forms of front-loaded gauges include:







Front Loaded

Motor Court

To the extent possible, front loaded driveways shall be a maximum of 9' in width between the street curb and the lot line. Non-alley drieway aprons, between the curb line and the street edge of the sidewalk, must be concrete. Sidewalks must also be concrete, in their entirety. The remainder of each alley and non-alley driveway can be constructed of bituminous paving, unless an alternative is approved.

Alley Garages

Drieway access to primary or side streets is not allowed from lots abutting an alley. Garage forms, design and detailing must compliment, albeit in a simplified fashion, the primary facade elements of the building. To the extrant possible, garages should be used to close down alley openings and limit views from public streets and spaces.





Zones within the Lot



Building Placement

Carriage House Lot / 35'

The Carriage House is a small detached singlefamily lot type that is essentially a townhouse unit with a side courtyard. These homes will be situated close to the street and will be located in low density areas in between bigger lots. There should be no more than two of these in a block fixade. Agarden will between the buildings will delineate the street edge and provide prizary to the side courtyards. They will be designed to look like a Carriage House belonging to a larger unit.

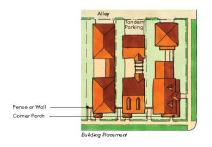
Patterning
Orange and Driveway Configuration: Front-loaded,
Yard/Landscape Patterns: Front garden green wall.
Bulk Requisements
Minimum Lot Width: 55', no corner lots
Minimum Lot Depth: 120'
Front Facade Area (Encroachment): 5'
Front Setback: 20'
Side Setback: 10'
Rear Setback: 5' minimum











Patio Lot / 35'

The Patio Lot homes are among the small detached single-family lot types. They are essentially townhouse units with a zero lot line along one property line and a side courtyard on the other. These homes will be situated close to the street and will be located in denser areas and used to frame public spaces. A graden wall between the buildings will delineate the street edge and provide privacy to the side courtyards.

Patterning

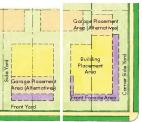
Patterning
Garage and Driveway Configuration: Rear-loaded.
Yard / Landscape Patterns: Front garden wall.
Bulk Requirements
Minimum Lot Width: 35'; 50' on corner lots
Minimum Lot Depth: 120'
Front Facade Area (Enconschment): 10'
Front Setback: 15'
Side Setback: 0' with no openings, 10', or 15' on corner lots
Rear Setback: 5' minimum, 20' maximum







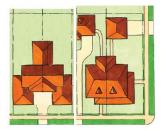
Front Loaded

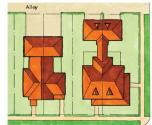


Rear Loaded



Zones within the Lot







PAIRED VILLA LOT / 35'-45'

The Paired Villas are grouped in pairs to form a single building. Each unit has its own lot with a shared party wall along the center property line.

Garge and Driveway Configuration: Front-loaded, rear-loaded.

Bulk Requirements

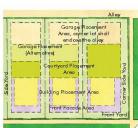
Minimum Lot Width: 35', 45' on corner lots

Minimum Lot Depth: 120'

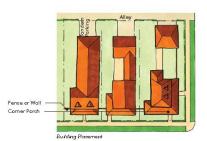
Minimum lot Depth: 120° Front Facade Area (Eneroachment): 10° Front Setback: 25' Side Setback: 03', 10'; 20' on corner lots Rear Setback: Rear-loaded 5° minimum; front-loaded 20° maximum







Zones within the Lot



GARDEN LOT / 40'-50'

The Oarden Homes in this community are small one or one and a half-story single family homes. They are modeled after the bungalow courts of the 1920s where homes have a shared parking lot behind the main buildings. Since the bungalows are situated around a common green space, all of these homes may have a front poorh and a similar frontyard / fence treatment for a unified courtyard design.

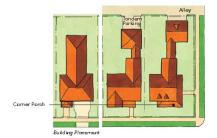
Patterning

Patterning
Oarage and Driveway Configuration: Rearloaded
Yard/Landscape Patterns: Front garden or lawn, pioket and metal
fencing
Bulk Requirements
Minimum Lot Width, 40°, 50° on corner lots
Minimum Lot Depth: 120°
Front Facade Area (Encroachment): 10°
Front Facade Area (Encroachment): 10°
Front Setback: 20°
Side Setback: 5°, 10° on corner lots
Rear Setback: 5° minimum, 20° maximum.









COTTAGE LOT / 50'-60'

These homes have tight setbacks for a more intimate streetscape. Front yards will be a mix of lawn and front gardens behind. Because of the closer proximity to the street, all of these homes should have a front porch.

Patterning

Patterning
Oarage and Driveway Configuration: Rear-Loaded, Front loaded.
Bulk Requirements
Minimum Lot Width: 50', corner lots: 60'
Minimum Lot Depth: 120'
Front Facade Area (Encroachment): 10'
Front Setback: 20'
Side Setback: 5', corner lots: 20'
Rear Setback: 5' minimum, 20' maximum

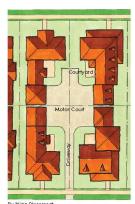








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Building Placement

MOTOR COURT LOT / 60'-70'

In the motor court lots four separate single-family homes share a common drive way. These units have garage access from the interior portion of the lot. This creates a courtyard in the center of the four units for a nice gathering location.

Patterning
Oanse and Drive way Configuration: front-loaded, rear-loaded
Yard/Jands cape Patterns: front-courtyard, hedging or garden wall
Bulk Roquitements
Minimum Lot Width: 60'; 70' on corner lots
Minimum Lot Depth: 120'
Front Facade Area (Enerosantment): 10'
Front Facade Area (Enerosantment): 10'
Front Stabel: 20'
Side Sethach: 20'
Re ar Setback: 0'







Street Elevation

ATTACHMENT "K"

ENERGY EFFICIENCY CHECKLIST

The respondent will ensure that, to the greatest extent possible, all construction within the proposed Cottage District development meets the following minimum standards.

Through the execution of this Exhibit, the Proposer is certifying that the following elements checked below will be incorporated into their development plan.

Energy-efficient Construction Techniques and Products

	Proper installation of insulation to ensure even temperatures throughout the house per FBC-Residential requirements
	Installation of high performance impact windows per Florida Building Code (FBC)-Residential requirements
	Installation of energy-efficient HVAC systems – Energy Star compliant
	Installation of new Energy Star compliant products including light fixtures, LED bulbs, ventilation and exhaust fans and appliances (refrigerators, dishwashers, and washer/dryer machines)
<u>Im</u>	proved Indoor Environments
	Building envelope, duct systems and vents must be properly sealed to prevent cracks and holes
	Carpet, pads, and other surface materials and installation must comply with the Carpet and Rug Institute's Green Label Certification
	Utilization of only low Volatile Organic Carbon paints, finishes, and sealants
	Utilization of proper water vapor barrier and other applicable sealing methods to eliminate any possibility of mold
	Installation of programmable thermostats in all units
<u>In</u>	creased Water Efficiency
	Installation of low volume, non-spray irrigation system
	Incorporation of landscape practices recommended by the University of Florida's Florida Friendly Landscape Program (http://fyn.ifas.ufl.edu/) and compliance with the Landscape Regulations of the City of Boynton Beach.
	Installation of low flow toilets and sink faucets
I, _	(Proposer's Signature and Printed Name) certify that the items ecked above will be incorporated into the development plan.
UII	cencu above will be incorporated into the developinent plan.

ATTACHMENT "L"

PUBLIC ENTITY CRIMES STATEMENT

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

As the person authorized to sign the Statement, I certify that Bidder complies fully with the above requirements.

Proposer's Signature	
Print Name	_
Title	_
 Date	_

ATTACHMENT "M"

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of responding to this RFP/RFQ maintains a drug-free
workplace program, and that the following conditions are met: (1) We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such programs.
(2) We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
(3) We give each employee engaged in providing the commodities or contractual services included in this RFP/RFQ a copy of the statement specified in Subsection (1).
(4) In the statement specified in Subsection (1), we notify the employee that, as a condition of working in the commodities or contractual services covered under this RFP/RFQ, they will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
(5) We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
(6) We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.
Authorized Signature: Date
Name & Title (typed)

ATTACHMENT "N"

ADDENDA ACKNOWLEDGEMENT

Receipt is hereby acknowledged of the following addenda to the

The Boynton Beach Community Redevelopment Agency Request for Proposals and Developer Qualifications

Cottage District Project Site

By entering checking **YES** or **NO** in the space provided and indicating date received. No. 1 Yes □ No Date_____ No. 2 Yes Date □ No No. 3 Yes No Date _____ No. 4 Yes Date _____ No No. 5 Yes No Date _____ RFP/RFQ INFORMATION WAS OBTAINED FROM: ☐ City Hall ☐ Other, please specify: BBCRA Website Newspaper Ad **Proposer's Signature Print Name**

Title

Date

ATTACHMENT "O"

PROPOSAL CHECKLIST

	is Checklist is provided as an abbreviated reference to Paragraph I, Proposal Submission quirements. This checklist is NOT intended to replace the requirements of Paragraph I:
1.	Provide a written general statement of the qualifications of the Proposer.
2.	Provide a certificate of good standing from the Secretary of State of Florida and the state in which the corporation is headquartered, if not Florida.
3	Provide a copy of the commercial lease agreement, if any, or proof of property ownership at the location the Proposer is currently licensed to do business.
4.	Provide a list of personnel that will be part of the proposed project's development or management team, along with their professional qualifications and a list of similar projects on which they have actively participated.
5	Provide a written list of similar projects developed by the Proposer that were completed within the last five years, including photographs, addresses, date the projects were completed, and general project description.
6. ₋	Provide a detailed description of the proposed project, with text and graphics. This should include but not limited to a schematic site layout plan; proposed density, intensity, and height; parking locations; typical floor plans; and elevations, as well as the items listed in Paragraph F, "Architectural and Design Considerations," and Paragraph H, "Proposal Requirements for Project Site Plan," of this RFP/RFQ document.
7.	Provide a breakdown of the proposed total number of housing units and housing unit types (attached or detached), including number of bedrooms and bathrooms, and square footage for each unit type.
8.	Provide both a development and operating pro forma. The development pro forma shall include and clearly identify the cost of land acquisition from the BBCRA along with any proposed funding assistance being requested of the BBCRA, if any.
9.	If the project is proposed to use other project based subsidies, Proposer must demonstrate extensive experience with obtaining such project-based subsidies for affordable housing by listing projects and the amount and type of subsidy utilized.
10.	A program description of how the Developer will make attempts to utilize local residents, qualified contractors, and sub-contractors in the development, construction, operation and management of the proposed project.
11.	A signed written statement of intent to purchase the project property indicating the proposed purchase price along with a statement of willingness to execute a Purchase and Development Agreement within ninety (90) days of selection if selected.
12.	Authorization to Perform Credit Check for each Proposer entity. The Authorization must be executed by the appropriate officer of Proposer entity. See Attachments "E" and "F," Authorization forms.
13.	Proof of financial capability to complete the proposed project.

5	The Proposer must submit a Marketing Plan which will indicate how the units will be d, strategies of outreach to the end users and community, proposed recommended sale price ages that are supported by the finance plan and proforma, and the project's proposed sorption rate.
	An acknowledgement letter attesting that the Proposer has read and understands all ocedures of this RFP/RFQ (see Attachment "D").
16.	A promotional PowerPoint presentation of the Proposal, consisting of 10 to 15 slides.
3	A list of all civil and criminal legal actions in which each Proposer entity (and its parentity if it is a subsidiary) is currently a named party or was a named party in the past four (4) ars, providing the case number, case description, the state of jurisdiction, and disposition of the case. Proposer(s) may include any additional relevant information.
	All other requirements contained in this RFP/RFQ, including all attachments that quest a response or information from the Proposer.
Proj	ser's Signature
Prin	Name
Title	
Date	



ADDENDUM NO. 1

TO

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY REQUEST FOR PROPOSALS AND DEVELOPERS QUALIFICATIONS (RFP/RFQ) COTTAGE DISTRICT INFILL HOUSING REDEVELOPMENT PROJECT May 24, 2018

TO ALL PROPOSERS AND OTHERS CONCERNED

The Boynton Beach Community Redevelopment Agency ("BBCRA") is issuing a **Request for Proposals** and **Developer Qualifications (RFP/RFQ)** for the acquisition and redevelopment project site within the Heart of Boynton Cottage District Project Site located between N.E. 4th and N.E. 5th Avenues and Seacrest Boulevard and N.E. 1st Street, Boynton Beach, Florida. The intent of this RFP/RFQ Addendum is to address to address any errors or misprint, provide supplement information, or provide clarification when requested. Proposers submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the RFP/RFQ which shall become a part of and have precedence over anything shown or described otherwise.

1. Question #1: Is the RFA looking for either homeownership or multifamily rental?

Answer: The RFP/RFQ is requesting Proposals for homeownership, owner-occupied single-family detached or attached units. Rental is not being considered.

2. Question #2: Under G. Commitment to Project the first bullet point mentions "appraised value" for the land. Do you have an appraisal you can share?

Answer: Please see attached Anderson & Carr, Inc. 2016 Appraisal for the subject site. The CRA is in the process of obtaining an updated appraisal and will make it available as soon as it is received.

3. Question #3: Pursuant to the Cottage District RFP/RFQ request for information guidelines, we are requesting the following information, if available:

PDF of the most recent survey and a CAD file of such survey Documentation of any utility easements
Title reports
Appraisals
Documentation of any Right of Way dedications
Environmental Site Assessments

Answer: The available requested documents are provided as attachments.

- PDF and DWG files of the most recent boundary survey for the CRA-owned properties
- PDF files of the alleyway survey for the CRA's Alleyway Abandonment Application
- Title documents for the CRA-owned properties
- Appraisals (see answer to Question #2 above)
- 2016 NEF Phase I Environmental Site Assessment
- 2017 Nutting Engineers Geotechnical Report



ADDENDUM NO. 2

TC

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY REQUEST FOR PROPOSALS AND DEVELOPERS QUALIFICATIONS (RFP/RFQ) COTTAGE DISTRICT INFILL HOUSING REDEVELOPMENT PROJECT June 14, 2018

TO ALL PROPOSERS AND OTHERS CONCERNED

The Boynton Beach Community Redevelopment Agency ("BBCRA") is issuing a **Request for Proposals and Developer Qualifications (RFP/RFQ)** for the acquisition and redevelopment project site within the Heart of Boynton Cottage District Project Site located between N.E. 4th and N.E. 5th Avenues and Seacrest Boulevard and N.E. 1st Street, Boynton Beach, Florida. The intent of this RFP/RFQ Addendum is to address to address any errors or misprint, provide supplement information, or provide clarification when requested. Proposers submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the RFP/RFQ which shall become a part of and have precedence over anything shown or described otherwise.

1. Question #1: With respect to the Cottage District RFP, will the proposed development have to comply with the City of Boynton Beach Art in Public Spaces requirement?

Response #1: For purposes of the Cottage District RFP, Proposals should not include consideration of the City of Boynton Beach Arts in Public Places requirements.

2. <u>Question #2</u>: Pursuant to the Cottage District RFP/RFQ request for information guidelines, we are requesting the following information, if available: "Appraisal Reports"

<u>Response #2</u>: Please see the updated Appraisal report as performed by Anderson & Carr, Inc, dated June 7, 2018 for the subject site as Attachment I to this Addendum No. 2.

3. Paragraph L, Tentative Schedule of Events, (Page 9 of RFP/RFQ) is hereby amended to state: (The <u>underlined</u> language below indicates language that is added. The <u>strikeout</u> language below indicates language that is deleted).

L.Tentative Schedule of Events

Issue Date: May 14, 2018

Request for Information Deadline: July 6, 2018, 10:00 a.m., BBCRA Office Submittal Deadline: July 17, 2018, by 2:00 p.m., BBCRA Office

Presentation to the BBCRA Advisory Board*:

August 2, 2018 at 6:30 p.m., City Hall

Presentation to BBCRA Roard*:

August 14, 2019 at 6:30 p.m., City Hall

Presentation to BBCRA Board*: August 14, 2018 at 6:30 p.m., City Hall

<u>Presentation to the BBCRA Advisory Board*:</u> <u>September 6, 2018 at 6:30 p.m., Intracoastal Park</u>

Clubhouse

Purchase & Development Agreement

to BBCRA Board: September 11, 2018 at 6:30 p.m., City Hall.

Intracoastal Park Clubhouse

(*Note: Dates above subject to change - registered interested parties will be notified by email of changes, if any)

END OF ADDENDUM No. 2



ADDENDUM NO. 3

TO

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY REQUEST FOR PROPOSALS AND DEVELOPERS QUALIFICATIONS (RFP/RFQ) COTTAGE DISTRICT INFILL HOUSING REDEVELOPMENT PROJECT

Addendum issue date: July 2, 2018

TO ALL PROPOSERS AND OTHERS CONCERNED

The Boynton Beach Community Redevelopment Agency ("BBCRA") is issuing a **Request for Proposals and Developer Qualifications (RFP/RFQ)** for the acquisition and redevelopment project site within the Heart of Boynton Cottage District Project Site located between N.E. 4th and N.E. 5th Avenues and Seacrest Boulevard and N.E. 1st Street, Boynton Beach, Florida. The intent of this RFP/RFQ Addendum is to address to address any errors or misprint, provide supplement information, or provide clarification when requested. Proposers submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the RFP/RFQ which shall become a part of and have precedence over anything shown or described otherwise.

1. Question #1: Is the land now unified? The appraisal says it is not?

<u>Response #1</u>: The project site consists of individually platted parcels and the CRA owned parcels identified in this RFP-RFQ are not unified by title.

2. Question #2: Will the land be sold 'as-is' and zoned 'as-is'?

<u>Response #2</u>: The land will be sold "as is". The CRA and City are committed to working together to facilitate the redevelopment projects within the CRA Area. However, the CRA is currently processing an abandonment application for the East-West traversing alley lying in the northern portion of the site as shown on the survey provided and available as part of this RFP-RFQ and found on the CRA's website: www.catchboynton.com

3. Question #3: Will the new HDR R-4 zoning be in place and will it match the comprehensive land use plan? Is it the developer who will change (and pay for) the comp plan revision?

Response #3: The land will be sold "as is". The CRA and City are committed to working together to facilitate the redevelopment projects within the CRA Area. Respondents will need to evaluate all development costs and impacts associated with his/her/its development proposal and submit a proposal that will meet the requirements of the RFP/RFQ. If gap financing and/or additional financial resources or other considerations are requested of the CRA to successfully implement the proposed development plan, respondents will need to clearly identify what those are and provide documentation to support the request(s).

4. Question #4: If the zoning and the comp plan do not match, will the CRA consider some delay of the sale of the land until new zoning matches the comp plan and the land is unified and platted? There are also other approvals thru the county before construction needed before construction.

Response #4: As required in the RFP-RFQ, the Proposer should include a development timeline that includes activity details such as negotiation of the sale and purchase, property closing, zoning or land use application processes, site plan approval, securing project financing, etc. The CRA Board has sole discretion to consider any and all requests that serve the best interest of the agency and the project's success. The Purchase and Development Agreement will be negotiated between the CRA Board and the successful Proposer and will take into consideration the timeframe of the City's review processes. The CRA and City are committed to working together to facilitate the redevelopment projects within the CRA Area.

5. Question #5: Will the city make the land 'utility ready' with water, sewer, and streets ready upon start of construction? Or will the developer pay for utility upgrades?

Response #5: Water, sewer, electricity and roadways currently exist and supplied to the project site area. Due to the variety of development options available, the required infrastructure (e.g. utilities, internal and exterior roadways improvements, etc.) will be designed and constructed by the developer, subject to the City's entitlement and land development application review processes.

6. Question #6: Will this new construction project pay a reduced utility impact or hook up fees and how much?

<u>Response #6</u>: No, there are no provisions in the City of Boynton Beach for reduction in impact or hook up fees for this project. Applicable residential impact fee credits may be obtained by the successful developer under the guidelines and process of Palm Beach County through the PBC Impact Fee Coordinator, Mr. Willie Swoope. See RFP-RFQ Paragraph E, <u>Palm Beach</u> County Impact Fees.

7. Question #7: The appraisal assumes that the land is unified (and platted) and it does not take into account, that SFWMD will require a permit and to hold water. Also, the city of Boynton Beach will require to pre-treat that water. All of this has a cost and time delay impact not in the appraisal. Can the appraisal be revised to reflect fair value?

Response #7: The appraisal will not be revised during the time period of this RFP-RFQ. Respondents will need to evaluate all development costs and impacts associated with his/her/its development proposal and submit a proposal that will meet the requirements of the RFP/RFQ. If gap financing and/or additional financial resources or other considerations are requested of the CRA to successfully implement the proposed development plan, respondents will need to clearly identify what those are and provide documentation to support the request(s).

8. Question #8: What is the Request for Information deadline time? Page 9 indicates 5:00 p.m. while page 10 indicates 10:00 a.m.?

Response #8: The correct deadline for "Requests for Information" is July 6, 2018, 5:00 p.m.

Paragraph L, Tentative Schedule of Events, (Page 9 of RFP/RFQ) is hereby amended to state: (The <u>underlined</u> language below indicates language that is added. The strikeout language below indicates language that is deleted).

L. <u>Tentative Schedule of Events</u>

Issue Date: May 14, 2018

Request for Information Deadline: July 6, 2018, 10:00 a.m.5:00 p.m., BBCRA

Office

Submittal Deadline: July 17, 2018, by 2:00 p.m., BBCRA Office Presentation to BBCRA Board*: August 14, 2018 at 6:30 p.m., City Hall

Presentation to the BBCRA Advisory Board*: September 6, 2018 at 6:30 p.m., Intracoastal

Park Clubhouse

Purchase & Development Agreement

to BBCRA Board: September 11, 2018 at 6:30 p.m., Intracoastal

Park Clubhouse

(*Note: Dates above subject to change - registered interested parties will be notified by email of changes, if any)

THIS MARKS THE END OF ADDENDUM No. 3

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COTTAGE DISTRICT INFILL HOUSING REDEVELOPMENT PROJECT RFP/RFQ AUGUST 14, 2018

CRA BOARD MEMBER INDIVIDUAL EVALUATION AND RANKING FORM

PROPOSER/DEVELOPER	PROPOSER/DEVELOPER RANKING Please rank each Proposer in order of preference (1 - highest to 3 - lowest)
Neighborhood Renaissance, Inc.	
Paragon Legacy, LLC	
Sunrise City CHDO	

Signature	Date:	

Name (Please Print)

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COTTAGE DISTRICT INFILL HOUSING REDEVELOPMENT PROJECT RFP/RFQ AUGUST 14, 2018

CRA Board Overall Ranking

PROPOSER/DEVELOPER	Board Chair Steven Grant	Vice Chair Christina Romelus	Board Member Mack McCray	Board Member Joe Casello	Board Member Justin Katz	Total
Neighborhood Renaissance, Inc.						0
Paragon Legacy, LLC						0
Sunrise City CHDO						0

APPRAISAL OF A 4.29 ACRE LSNF ASSEMBLAGE LOCATED BETWEEN NE 4TH AND NE 5TH AVENUES EAST OF NORTH SEACREST BOULEVARD BOYNTON BEACH, FLORIDA 33436

FOR

MICHAEL SIMON, EXECUTIVE DIRECTOR BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

BY

ROBERT B. BANTING, MAI, SRA CERT GEN RZ4

AND

GARY K. ORR CERT GEN RZ2335

WITH

ANDERSON & CARR, INC. 521 SOUTH OLIVE AVENUE WEST PALM BEACH, FLORIDA 33401

DATE OF INSPECTION: MAY 24, 2018 DATE OF REPORT: JUNE 7, 2018 DATE OF VALUE: MAY 24, 2018

FILE NO.: 2180268.000 CLIENT REFERENCE: COTTAGE DISTRICT ASSEMBLAGE





June 7, 2018

Michael Simon Executive Director Boynton Beach Community Redevelopment Agency 710 North Federal Highway Boynton Beach, FL 33435

Dear Mr. Simon:

Pursuant to your request, we have personally appraised the real property being a 4.29 acre assemblage of vacant residential land on Northeast 4th and Northeast 5th Avenues east of North Seacrest Boulevard in Boynton Beach, Florida.

The purpose of this narrative appraisal is to estimate the market value of the fee simple estate of the subject property as of May 24, 2018. The intended use of the report is to assist the client and intended user in establishing a selling price. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

The subject property consists of 17 individual vacant lots that have been assembled for redevelopment. The property is irregular in shape but still has potential for residential development with up to 10 dwelling units per acre under current zoning and potentially 15 dwelling units per acre if zoning / land use changes could be obtained.

The subject property is located within in the CRA's Heart of Boynton redevelopment area. Over the past 10 years or so the general area has experienced significant strides in neighborhood revitalization. This locale includes a recently opened Family Dollar and a newly developed single family section (Ocean Breeze West), a new project multi-family project planned (Ocean Breeze East), and the city is trying to attract developers for several other redevelopment projects.

At the clients request we have included an alley in our assembled land area. We are assuming this 15 foot east-west running alley in the middle of the block has been abandoned and incorporated into the subject property. We are also assuming the inclusion of a 750 square foot area show on the survey as 'not included'.

We have utilized the sales comparison approach to value, the most common method used for valuing properties such as the subject property.



Michael Simon

Page 2

June 7, 2018

As a result of our analysis, we have developed an opinion that the market value of the fee simple estate (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of May 24, 2018 was:

MARKET VALUE: \$1,120,000

The following presents our analysis and conclusions in a narrative appraisal report. This letter must remain attached to the report, which contains 57 pages plus related exhibits, in order for the value opinion set forth to be considered valid. Your attention is directed to the General Limiting Conditions contained within this report.

Respectfully submitted,

ANDERSON & CARR, INC.

Robert B. Banting, MAI, SRA

Cert Gen RZ4

Gary K. Orr

Cert Gen RZ2335

RBB/GKO:cmp

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Qualifications for Robert B. Banting, MAI, SRA, Cert Gen RZ4 Qualifications for Gary K. Orr, Cert Gen RZ2335

Addendum: Survey



Page No.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Client: Boynton Beach Community Redevelopment Agency

Intended User: Boynton Beach Community Redevelopment Agency

Taxpayer of Record:Boynton Beach CRA

Property Rights Appraised: Fee Simple Estate

Special Assumptions Reference: None

Extraordinary Assumptions: None

Hypothetical Conditions: Abandoned alley and 'not included' parcel on survey

included

Unusual Market Externality: None

Location: Between North Seacrest Boulevard and Northeast 1st

Street between Northeast 4th and Northeast 5th

Avenues in Boynton Beach, Florida

Site/Land Area: 186,689 square feet / 4.29 acres

Improvements: Vacant land

Zoning: R-2 (Single and Two-Family Residential) by City of

Boynton Beach

Land Use Plan: MEDR (Medium Density Residential / 10 Du/Ac

Max) by City of Boynton Beach

Flood Zone & Map Reference: Zone X (unshaded), Community Panel Number

12099C0787F and 12099C0789F, effective date of

October 5, 2017

Census Tract: 0061.00

Current Use: Vacant

Highest and Best Use:Multi-Family Residential

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Exposure Time: 6 to 12 months

Marketing Time: 6 to 12 months

Estimated Property Values:

Value via Cost Approach: N/A
Value via Income Capitalization Approach: N/A

Value via Sales Comparison Approach: \$1,120,000

MARKET VALUE: \$1,120,000

Date of Inspection:May 24, 2018Date of Report:June 7, 2018Date of Value:May 24, 2018

Appraisers: Robert B. Banting, MAI, SRA

Cert Gen RZ4

Gary K. Orr

Cert Gen RZ2335

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

I have performed valuation services, as an appraiser, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Gary K. Orr and Robert B. Banting, MAI, SRA have made a personal inspection of the property that is the subject of this report.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.

Robert B. Banting, MAI, SRA

Cert Gen RZ4

Gary K. Orr //
Cert Gen RZ2335

GENERAL LIMITING CONDITIONS

- 1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.
- 2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.
- 3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.
- 4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.
- 5. Liability of Anderson & Carr, Inc. and its employees is limited to the fee collected for the appraisal. There is no accountability or liability to any third party.
- 6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.
- 7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.
- 8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.
- 9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.

- 10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.
- 11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.
- 12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- 13. If applicable, the distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, no matter how similar and are invalid if so used.
- 14. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.
- 15. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.
- 16. The value estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
- 17. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.
- 18. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

ANDERSON CARR

- 19. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- 20. This appraisal report has been prepared for the exclusive benefit of the client and intended users, Boynton Beach Community Redevelopment Agency. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.
- 21. ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

EXTRAORDINARY ASSUMPTIONS

No Extraordinary Assumptions were utilized in the preparation of this appraisal.

HYPOTHETICAL CONDITIONS

Abandoned alley and 'not included' parcel on survey included



6

SUBJECT PROPERTY PHOTOS (MAY 24, 2018)



View of subject property looking northeast at the northeast corner of North Seacrest Boulevard and Northeast 4th Avenue



View looking north into the subject property from Northeast 4th Avenue



Another view looking north into the subject property from Northeast 4th Avenue



View looking west into the subject property from Northeast 1st Street



View looking southwest into the subject property at the southwest corner of Northeast 1st Street and Northeast 5th Avenue



View looking south into the subject property from Northeast 5th Avenue



Another view looking south into the subject property from Northeast 5th Avenue



View looking south on North Swinton Boulevard with the subject in the distance on the left



View looking north on North Seacrest Boulevard with the subject property on the right



View looking east on Northeast 4th Avenue from North Seacrest Boulevard with the subject on the left



View looking north on Northeast 1st Street with the subject on the left



View looking south on Northeast 1st Street with the subject on the right

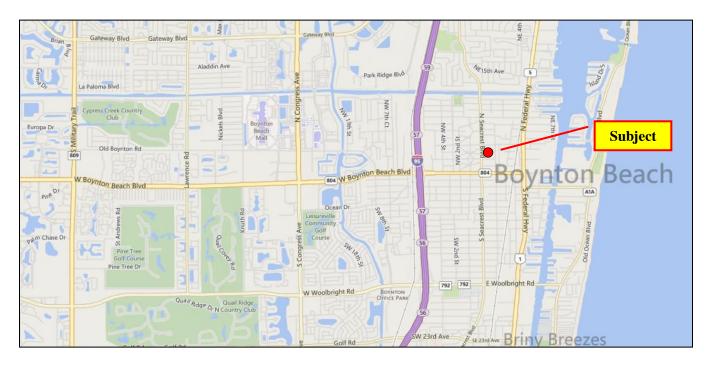


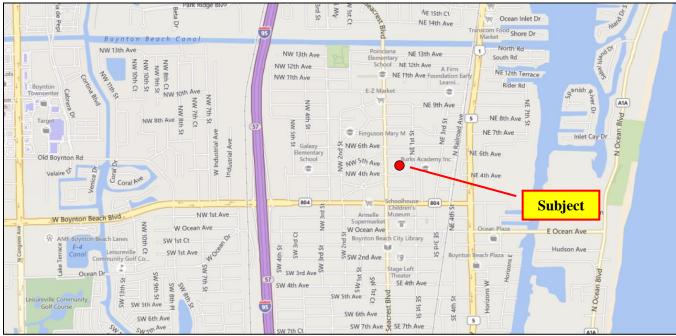
View looking west on Northeast 5th Avenue with the subject on the left



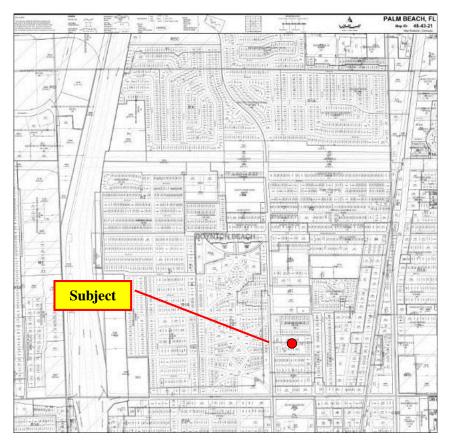
View looking east on Northeast 5th Avenue from North Seacrest Boulevard with the subject on the right

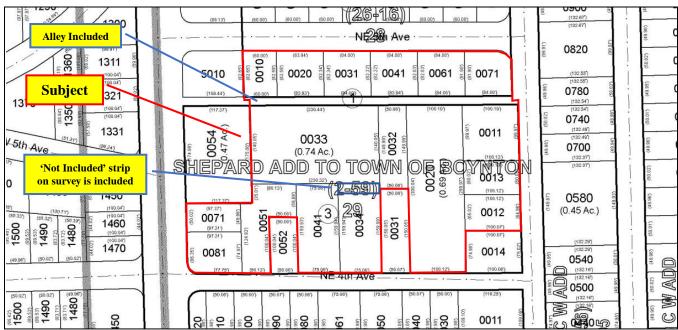
AREA/LOCATION MAPS



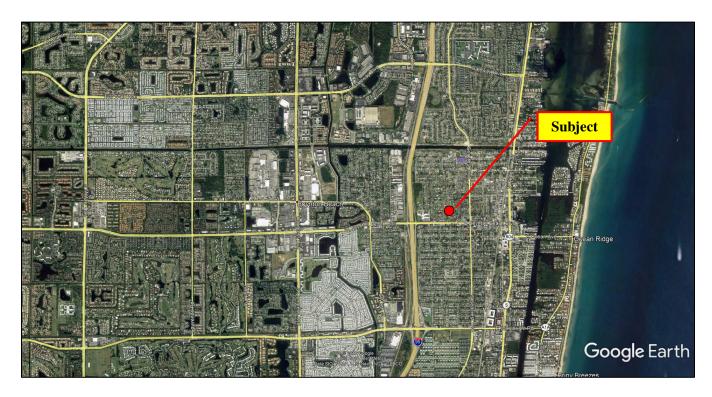


PARCEL MAP

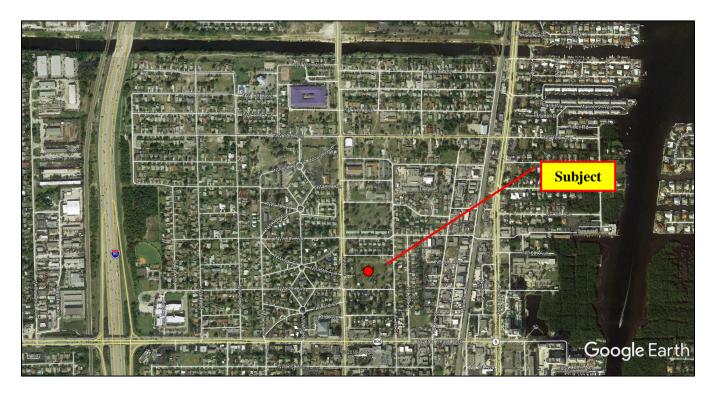




AERIAL PHOTOGRAPHS









PURPOSE AND DATE OF VALUE

The purpose of this appraisal is to estimate the market value, fee simple estate, of the subject property as of May 24, 2018.

PROPERTY APPRAISED

The subject property consists of 4.29 acres located east of North Seacrest Boulevard between Northeast 4th and 5th Avenues, Boynton Beach, Florida. The property is composed of 17 assembled parcels plus an alley and is zoned for residential development.

LEGAL DESCRIPTION

Long legal description in Block 1, Sunny-Side Estates, Plat Book 26, Page 16 and in Block 3, Shepard Addition to Boynton, Plat Book 2, Page 59, Palm Beach County, Florida. See survey in addendum. The legal description does not include the 15 foot alley along the south side of Map Parcels 1 through 6 or a 9.99 x 75.04 strip in the center of the survey. We are including both the alley and the strip shown as 'not included' on the survey.

DISCLOSURE OF COMPETENCY

Per the Competency Rule contained within the Uniform Standards of Professional Appraisal Practice, the appraisers hereby affirm that they are competent to complete the appraisal assignment for which they have been engaged by the client.

INTENDED USE AND USER

The intended use of this report is to assist the client and intended user in establishing a selling price. The intended user of the report is Boynton Beach Community Redevelopment Agency.

This report has been prepared utilizing generally accepted appraisal guidelines, techniques, and methodologies as contained within the Uniform Standard of Professional Practice (USPAP), as promulgated by the Appraisal Foundation.

CLIENT

Boynton Beach Community Redevelopment Agency 710 North Federal Highway Boynton Beach, FL 33435



DEFINITIONS

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) Buyer and seller are typically motivated; (2) Both parties are well informed or well advised, and acting in what they consider their own best interests; (3) A reasonable time is allowed for exposure in the open market; (4) Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) The price represents normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010).

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the fee simple estate.

Fee simple estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat (The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015).

TYPICAL BUYER PROFILE

We found that buyers of similar properties in this market are primarily investors who are purchasing property in this urban infill area for development or assemblage for redevelopment. The sales comparison approach reflects the actions of typical buyers.

SCOPE OF ASSIGNMENT

The traditional appraisal approaches include the cost approach, the sales comparison approach, and the income capitalization approach. We have considered all three approaches in this assignment, and determined the sales comparison approach to be applicable in this assignment.

The cost and income capitalization approaches are not applicable in the valuation of land.

In the process of gathering data for the sales comparison approach to value, we conducted a search of our appraisal files and public information sources such as the Palm Beach County Property Appraiser's public access system and the Palm Beach County Clerk's Office, as well as subscription based information services such as CoStar.com for comparable sales in the relevant market area. We searched for the most similar sales to the subject property.



ANDERSON CARR

The sales ultimately selected for further analysis were the best comparable sales we were able to find in this market. We obtained and verified additional information on the comparable properties with a party to the transaction, or a broker or agent of the parties when possible.

We inspected the exterior of the subject property and the comparables. Physical data pertaining to the subject property was obtained from an inspection of the premises and public information sources such as the Palm Beach County Property Appraiser's records. Other data pertaining to the subject property was obtained from the Palm Beach County Clerk's and Tax Collector's offices and local planning and zoning departments.

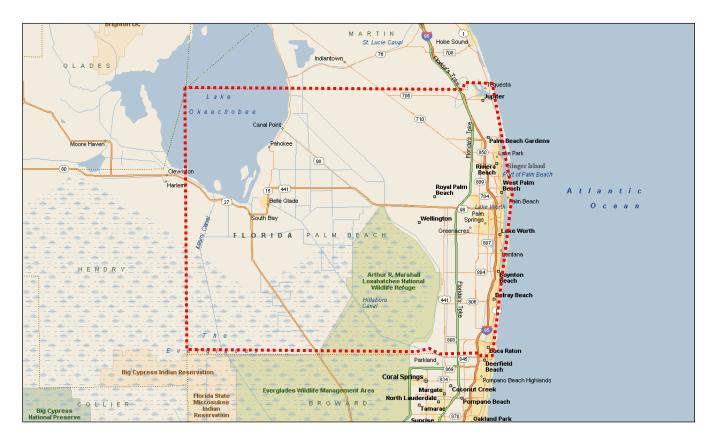
The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being appraised. Additionally, we have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified sales, rental, and other information. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

We have included the abandoned alley and 'not included' parcel shown survey. These areas have been added to the size of the subject land – see site analysis on page 35.

Per USPAP Standard Rule 2-2 this analysis is an Appraisal Report presented in written format. The analysis and conclusions of this appraisal assignment are presented in a narrative appraisal report.

PALM BEACH COUNTY SUMMARY



Geography

Palm Beach County is located along Florida's Southeast coast. It is bordered by Martin County to the north, Hendry and Glades Counties to the west, Broward County to the south and the Atlantic Ocean to the east. The northwestern portion of the county is made up of Lake Okeechobee, the largest freshwater lake in Florida. The county is located approximately 80 miles north of Miami and 260 miles south of Jacksonville.

Palm Beach County encompasses approximately 2,203 square miles with roughly 1,974 square miles of land area, 229 square miles of water, and 47 miles of coastline. According to the U.S. Census Bureau's 2015 estimate, Palm Beach County has a population of 1,422,789; an increase of 7.8 percent from the 2010 census statistics of 1,320,134. The vast majority of the county's growth has been a result of in-migration from the northern states as well as from Miami-Dade and Broward Counties to the south. Palm Beach County ranks as the third most populous county in Florida behind Miami-Dade and Broward Counties.

The county includes 38 incorporated municipalities; the largest of which is West Palm Beach, the county seat. Boca Raton, located at the south end of the county, is the second largest city and one of the highest income retail trade areas in the United States.

Palm Beach County along with Broward and Miami-Dade Counties to the south are known as the Gold Coast. At 110 miles north-south, it is the second longest urbanized area in the United States behind the New York Metropolitan area.

Transportation

Interstate 95 is a major north/south thoroughfare that connects Palm Beach County to the southeastern and northeastern portions of the state, and then continues along the Eastern Seaboard to Maine. Florida's Turnpike also passes through the county and provides connections to the north central area of the state and Miami to the south. Other north/south highways include A1A, U.S. Highway 1, Congress Avenue, Military Trail and U.S. 441. There are numerous local east/west roadways with Southern Boulevard providing access to the western portions of the county, as well as Florida's West Coast.

The expanded Palm Beach International Airport is conveniently located to provide air service to and from Palm Beach County. The airport's growth necessitated a direct access overpass interchange with I-95 which significantly improved ingress and egress for PBIA. Other transportation services in Palm Beach County include the Florida East Coast Railway for rail service and The Port of Palm Beach for the shipping and cruise industries. Tri-Rail provides commuter service through Miami-Dade, Broward, and Palm Beach Counties. Palm Beach County provides a bus service for transportation throughout the county and several of the local municipalities have various forms of local downtown transportation including trolley service and electric cars.

Economy

The unemployment rate in Palm Beach County reached a peak of 12 percent in July 2010. As of February 2018, the unemployment rate was 3.7 percent with a net annual change of -0.6 percent according to the U.S. Bureau of Labor Statistics. Tourism is the county's leading industry, employing over 70,000 people and generating about two billion dollars annually. The other multi-billion dollar industries are construction and agriculture. All three industries experienced some decline due to economic conditions from 2007 until the middle of 2011. The economy began to stabilize in mid-2011 and these industries continued to experience signs of recovery through the first quarter of 2018.

The largest employer in Palm Beach County is the Palm Beach County School Board, the fifth largest school district in Florida and the eleventh largest in the United States, with over 27,000 employees and a \$2.9 billion dollar budget for the 2017-2018 school year. The five largest private sector service producing employers according to the Business Development Board of Palm Beach County are shown in the following table.

Palm Beach County's favorable economic profile is partially defined by its biotech sector; however, a growing educational sector has emerged to enhance the economic base. Colleges and universities in the county include Palm Beach State College, two Florida Atlantic University campuses, Palm Beach Atlantic University, and Lynn University.

FIVE LARGEST PRIVATE SECTOR EMPLOYERS								
Employer	Type of Business	Employees						
Tenet Healthcare Corporation	Healthcare	6,100						
NextEra Energy, Inc. (FP&L parent co.)	Utilities	3,804						
G4S Secure Solutions (USA) Inc.	Security Services	3,000						
HCA, Inc.	Healthcare	2,714						
Bethesda Hospital, Inc.	Healthcare	2,643						

Commercial Real Estate

According to Marcus & Millichap's *Special Report: Emerging Trends, 4th Quarter 2017* there is a positive outlook for 2018. Amidst higher long term interest rates and a steady decline in vacancy rates, the commercial property sectors are performing well. "The 2018 economic outlook points to another positive year for apartment, retail, industrial and office properties. Limited additions to supply are helping reduce vacancy and expand rental rates.

Consistent job growth and a resumption of favorable demographic trends are converging to provide momentum in Palm Beach County growth. A growing population of office workers due to job growth, expanded options for renters and strengthening job prospects are sparking resurgence in relocations from outside the county. Palm Beach County has experienced a steady pace of employment in fields that serve the older segment of the population including healthcare, retail and wealth management. Hiring in these areas increased the sizable pool of prospective tenants and a consistent flow of new residents into the county. In all, the forecast for Palm Beach County in 2018 is positive.

According to CoStar's first quarter 2018 data, the Palm Beach County commercial real estate market has experienced little change from the fourth quarter 2017 with specifics of each property class as follows.

Industrial

The Palm Beach County industrial market ended first quarter 2018 with a vacancy rate of 2.9 percent, up over the previous quarter. Rental rates ended the first quarter 2018 at \$10.72 per square foot, an increase over the previous quarter. Net absorption totaling negative (94,363)square feet in the first quarter 2018. Vacant sublease space increased ending the quarter at 30,555 square feet. A total of one building delivered to the market, totaling 3,400 square feet with 184,322 square feet still under construction at the end of the quarter.

Total Industrial Market Statistics

First Quarter 2018

	Existing Inventory			Vacancy		Net	D	eliveries	UC	Inventory	Quoted
Period	# Blds	Total RBA	Direct SF	Total SF	Vac %	Absorption	# Blds	Total RBA	# Blds	Total RBA	Rates
2018 1q	3,266	62,023,302	1,779,187	1,809,742	2.9%	(94,363)	1	3,400	5	184,322	\$10.72
2017 4q	3,265	62,019,902	1,689,157	1,711,979	2.8%	187,676	2	189,838	4	30,969	\$10.48
2017 3q	3,263	61,830,064	1,691,659	1,709,817	2.8%	399,138	2	12,397	5	210,807	\$10.03
2017 2q	3,261	61,817,667	2,079,785	2,096,558	3.4%	296,886	2	43,325	5	205,635	\$10.03
2017 1q	3,256	61,510,778	2,078,802	2,086,555	3.4%	274,379	3	157,725	8	342,732	\$10.04
2016	3,253	61,353,053	2,198,056	2,203,209	3.6%	1,506,443	10	1,026,930	9	467,901	\$9.88
2015	3,245	60,338,415	2,684,961	2,695,014	4.5%	1,339,179	3	745,634	7	626,666	\$9.40
2014	3,244	59,606,677	3,259,824	3,302,455	5.5%	710,045	3	240,400	3	745,634	\$8.93
2013	3,241	59,366,277	3,702,299	3,772,100	6.4%	1,076,030	2	29,960	3	860,400	\$8.64
2012	3,239	59,336,317	4,728,865	4,818,170	8.1%	700,122	1	16,227	2	29,960	\$8.41
2011	3,240	59,345,765	5,327,361	5,527,740	9.3%	804,976	5	272,261	1	16,227	\$8.03
2010	3,237	59,082,740	5,739,370	6,069,691	10.3%	802,688	5	200,423	3	39,261	\$8.18
2009	3,232	58,882,317	6,334,158	6,671,956	11.3%	(1,638,141)	3	32,755	4	189,923	\$8.65
2008	3,229	58,838,114	4,822,078	4,989,612	8.5%	69,455	23	806,970	6	199,278	\$9.63
2007	3,195	57,697,564	3,794,793	3,918,517	6.8%	(759,122)	26	536,343	29	1,040,903	\$10.25
2006	3,153	56,764,165	2,224,291	2,225,996	3.9%	329,837	24	644,589	35	868,658	\$9.76

Source: CoStar Property®



Office

The total vacancy rate for the Palm Beach County office market first quarter 2018 was 10.3 percent. Rental rates averaged \$29.57 per square foot, an increase over the previous quarter. Net absorption for the first quarter 2018 totaling negative (138,544) square feet. Vacant sublease space increased in the quarter ending at 176,723. A total of two buildings delivered to the market in the quarter totaling 18,200 square feet with 297,744 square feet still under construction at the end of the quarter.

Total Office Market Statistics

First Quarter 2018

	Existing Inventory			Vacancy		Net	D	eliveries	UC	Inventory	Quoted
Period	# Blds	Total RBA	Direct SF	Total SF	Vac %	Absorption	# Blds	Total RBA	# Blds	Total RBA	Rates
2018 1q	2,854	55,496,187	5,539,677	5,716,400	10.3%	(138,544)	2	18,200	11	297,794	\$29.57
2017 4q	2,851	55,475,232	5,399,930	5,559,656	10.0%	(106,518)	2	10,849	13	315,994	\$29.28
2017 3q	2,849	55,464,383	5,329,308	5,442,289	9.8%	207,140	3	33,400	13	202,004	\$28.80
2017 2q	2,847	55,394,623	5,466,027	5,579,669	10.1%	86,417	0	0	11	161,910	\$28.51
2017 1q	2,845	55,367,423	5,545,172	5,638,886	10.2%	63,600	0	0	10	135,711	\$28.01
2016	2,847	55,373,420	5,629,663	5,708,483	10.3%	907,517	10	178,969	7	115,462	\$27.90
2015	2,839	55,190,204	6,349,431	6,432,784	11.7%	912,085	3	33,732	12	222,369	\$26.96
2014	2,836	55,156,472	7,215,339	7,311,137	13.3%	1,020,770	12	243,848	4	38,482	\$26.15
2013	2,828	54,925,657	8,004,139	8,101,092	14.7%	173,833	6	124,332	11	202,193	\$25.62
2012	2,824	54,924,027	8,167,923	8,273,295	15.1%	639,917	2	61,901	6	171,082	\$25.36
2011	2,825	54,927,459	8,712,049	8,916,644	16.2%	569,917	4	166,840	3	100,901	\$25.63
2010	2,820	54,755,577	9,072,171	9,314,679	17.0%	205,227	7	158,934	4	166,840	\$25.91
2009	2,814	54,594,118	8,929,845	9,358,447	17.1%	(120,588)	13	549,740	7	129,719	\$26.27
2008	2,795	53,748,684	7,926,985	8,392,425	15.6%	659,893	43	2,233,081	21	886,934	\$27.97
2007	2,743	51,055,082	6,035,581	6,358,716	12.5%	(902,677)	38	1,102,703	47	2,779,087	\$28.31
2006	2,699	49,712,051	4,020,703	4,113,008	8.3%	704,091	50	1,254,271	49	2,786,847	\$26.89

Source: CoStar Property®

Retail

The Palm Beach County retail market did not experience much change in market conditions in the first quarter 2018. The vacancy rate went from 3.9 percent the previous quarter to 4.0 percent in the current quarter. Average quoted rental rates increased from the previous quarter to \$24.24 per square foot per year. Vacant sublease space decreased by (8,984) square feet. The first quarter 2018 net absorption rate was a positive 6,391 square feet. A total of seven retail buildings with 47,131 square feet were delivered, with 548,828 square feet still under construction at the end of the quarter.

Total Retail Market Statistics

First Quarter 2018

	Existing Inventory			Vacancy		Net	De	eliveries	UCI	nventory	Quoted
Period	# Blds	Total GLA	Direct SF	Total SF	Vac %	Absorption	# Blds	Total GLA	# Blds	Total GLA	Rates
2018 1q	5,097	80,145,518	3,163,505	3,182,219	4.0%	6,391	7	47,131	33	548,828	\$24.24
2017 4q	5,091	80,099,751	3,115,145	3,142,843	3.9%	189,113	10	137,365	36	488,220	\$22.33
2017 3q	5,084	79,976,826	3,179,100	3,209,031	4.0%	329,021	9	104,313	39	587,246	\$21.73
2017 2q	5,079	79,915,796	3,418,181	3,477,022	4.4%	(15,811)	5	43,979	32	505,281	\$21.63
2017 1q	5,074	79,850,542	3,322,566	3,395,957	4.3%	53,397	17	162,189	25	466,370	\$20.61
2016	5,063	79,726,559	3,264,658	3,325,371	4.2%	1,389,215	40	471,660	32	548,684	\$19.90
2015	5,035	79,343,711	4,232,510	4,331,738	5.5%	702,248	27	379,776	38	377,437	\$19.20
2014	5,009	78,948,403	4,552,895	4,638,678	5.9%	1,184,969	28	1,011,212	18	244,807	\$18.00
2013	4,982	77,826,777	4,651,567	4,702,021	6.0%	(93,383)	26	618,749	21	1,026,903	\$17.37
2012	4,964	78,812,420	5,407,001	5,594,281	7.1%	708,433	8	190,623	22	558,367	\$17.39
2011	4,952	78,591,179	5,883,519	6,081,473	7.7%	759,039	10	306,121	1	3,039	\$17.59
2010	4,941	78,230,982	6,428,827	6,480,315	8.3%	353,662	17	240,565	8	206,920	\$18.47
2009	4,922	77,985,981	6,445,382	6,588,976	8.4%	(621,538)	36	845,452	14	194,207	\$20.69
2008	4,880	77,078,276	4,793,888	5,059,733	6.6%	684,793	58	1,745,959	32	778,070	\$20.85
2007	4,800	75,113,085	3,768,325	3,779,335	5.0%	1,002,688	46	1,239,239	57	1,545,251	\$20.14
2006	4,733	73,158,089	2,812,185	2,827,027	3.9%	1,331,101	65	1,243,957	62	2,084,691	\$18.42

Source: CoStar Property®



Rental Apartments

According to *Marcus & Millichap's Multifamily North American Investment Forecast 2018*, the Palm Beach County apartment sector entered 2018 holding strong prospects of attaining higher rents for the eighth consecutive year, though with developers adding new apartments in 2017, growth is expected to be slower than the previous year.

This same report indicates the most significant demographic factor driving the multifamily market in Palm Beach County is the in-migration of the retiree population which largely supports employment in the service sector. Due to this demand, the younger population in Palm Beach County is growing faster than in the remainder of South Florida, altering the character of the Palm Beach County market. Many employed in the service sector are part of the younger generation attending local colleges and universities, and have a high propensity to rent.

Consistent hiring and robust household formation will drive the continued demand for apartments. The labor market is also supported by the growing number of biotech firms located in Palm Beach County. High home prices also contribute to the renter pool. Though rent growth is anticipated to slow due to influx of new properties in 2017, this sector is expected to retain a positive outlook for 2018 because of increased demand.



Residential Real Estate

PALM BEACH COUNTY

Local Market Update

MARCH 2018

SINGLE FAMILY HOMES	03/2018	03/2017	% CHANGE
Closed Sales	1,669	1,676	-0.4%
Closed Sales (Paid In Cash)	625	651	-4.0%
Median Sale Price	\$348,000	\$325,000	7.1%
Median % Original List Price Received	94.7%	94.5%	0.2%
Median Days to Contract	56	56	0.0%
Inventory (Active Listings)	7,333	7,655	-4.2%
Months Supply of Inventory	5.1	5.2	-1.9%
TOWNHOUSES/CONDOS	03/2018	03/2017	% CHANGE
TOWNHOUSES/CONDOS Closed Sales	03/2018 1,347	03/2017	% CHANGE -0.4%
Closed Sales	1,347	1,352	-0.4%
Closed Sales Closed Sales (Paid In Cash)	1,347 846	1,352 861	-0.4% -1.7%
Closed Sales Closed Sales (Paid In Cash) Median Sale Price	1,347 846 \$177,000	1,352 861 \$162,000	-0.4% -1.7% 9.3%
Closed Sales Closed Sales (Paid In Cash) Median Sale Price Median % Original List Price Received	1,347 846 \$177,000 93.6%	1,352 861 \$162,000 93.2%	-0.4% -1.7% 9.3% 0.4%

RAPB + GFLR Statistics provided by Florida Realtors® Research and distributed by Realtors® of the Palm Beaches and Greater Fort Lauderdale.

A&C Job No.: 2180268.000

Conclusion

Some of the factors that fed Palm Beach County's past growth diminished in 2007 with a decline in the national economy which included reduced home prices and high unemployment. This trend continued until the middle of 2011 when signs of stabilization began to emerge. In the fourth quarter 2011, sales activity began to show signs of recovery. A slow but steady rebound in the market has continued into the first part of 2018.

Unemployment rates have steadily decreased and home prices are trending upward. The market is experiencing a steady climb from the depths of the recession which has spurred investors into action. The long-term outlook for Palm Beach County is considered positive due to the broad employment base and desirability as a winter tourist destination. As population grows, more supporting commercial, industrial, and service development will be required. These factors, combined with a finite quantity of developable land create a positive real estate outlook for the future.

NEIGHBORHOOD SUMMARY



The subject property is located in a primary residential locale just west and north of downtown Boynton Beach. This area was targeted for enhancement by the CRA about 10 years ago and the 380 acre Heart of Boynton Community Redevelopment Plan was developed.

Historically, this area has been a downtrodden location with numerous vacant lots and old dilapidated homes and multi-family properties with dated infrastructure. More recently, through private and community efforts, a noticeable revitalization has been taking place. Older properties have either been demolished or renovated and many new homes have been built. Additionally, roads, sidewalks, and street lighting have been upgraded. There are still many vacant lots and much to be done but obvious changes have been taking place.

Revitalization of the subject neighborhood is evident from a casual drive through the area. Over 20 new homes have been built in the Ocean Breeze West project in the recent past and numerous new homes have been built over the past 10 years in the Heart of Boynton area. New multi-family projects are intended on the Ocean Breeze East and the Cottage District (subject) sites and on MLK Jr. Boulevard. Galaxy Elementary School has a recently rebuilt campus, the Carolyn Sims Center was redeveloped in 2009, and the Poinciana Elementary School was completed in 2009. Seacrest Boulevard's streetscape project was completed in 2011. The area also includes a large Head Start center. The city intends to redevelop Sara Sims park and a new church on almost an acre lot was just completed at 202 Northeast 11th Avenue.



In 2014 the CRA revised and updated their Heart of Boynton Community Redevelopment Plan. Additional updates have recently been made and future revisions to the overall CRA efforts are planned. The plans call for further redevelopment of several specific areas with the western and northeastern area remaining primarily single family residential in nature and the southeastern portion being a multi-family, light industrial and mixed use area. Along the east edge of the area is an existing light industrial strip. Many of these plans have been implemented and incorporated into revised land use and zoning regulations and maps including expansion of the CBD district into the southeast quadrant of the area. Additional updating to the plan was done in 2015 and 2016 refining some development areas while increasing and stipulating residential and commercial densities to specific areas.

Revitalization of a low income locale can be problematic. But when accompanied by nearby, upscale, highend projects there is generally has a higher probability of success. Redevelopment of the downtown Boynton Beach waterfront has finally become a reality and this area is just blocks from the Heart of Boynton area. The city also has plans for extensive redevelopment of its city hall / police / fire / safety facilities just south of the Heart of Boynton.

The main east-west through street in the Heart of Boynton is Martin Luther King Jr. Boulevard. This area in the center of the eastern part of the area is intended for multi-family use with a commercial nodes at each end of Martin Luther King Jr. Boulevard. In this mix at Northeast 8th Avenue and North Seacrest Boulevard is a large Baptist church with school and the city's public works department. The church intends to eventually build a life center on a vacant quarter block they own.

A new Family Dollar opened at the southeast corner of Martin Luther King Jr. and North Seacrest Boulevard a few years ago and the CRA has been acquiring land at the northeast corner of the intersection with the hopes of attracting more commercial redevelopment.

In order to enhance the CRA efforts in the Heart of Boynton an increase in residential density and more intense commercial uses through land use and zoning changes and mixed use designations in the central and southern areas of the eastern part of the area have been implemented. The subject property assemblage has been designated as the Cottage District with a density of up to 10 units per acre for single family development in attached or detached buildings.

Just to the south of the Heart of Boynton lies the city hall / fire-safety / library facilities. This 14 acre area of four city blocks at the southeast corner of East Boynton Beach Boulevard and South Seacrest Boulevard is planned for a massive redevelopment project with new city facilities and a mixed use residential / commercial shopping and entertainment complex. This Beach Town Square project will greatly enhance and spur additional redevelopment in nearby neighborhoods.

The redevelopment efforts by both public and private entities have greatly enhanced the area but the area still needs noticeable improvement. Over the past several years real estate values have increased and unemployment rates decreased although the Heart of Boynton area remains well below county norms in both aspects. Predictions are for continued improvement and additional redevelopment within the locale.

PROPERTY DATA

Taxpayer of Record

Boynton Beach CRA

Palm Beach County Property Control Numbers

See below

Assessed Value and Taxes for 2017

The following information was taken from the Palm Beach County Property Appraiser's and Tax Collector's web sites.

2017 SUBJECT CONTROL NUMBERS, ASSESSMENTS & TAXES										
Parcel No.	Parcel Control No.	Appraised Value			Assessed and Taxable Values			Taxes		
(See Pg. 17)		Land	Improvements	Total Market Value	Assessed Value	Exemption Amount	Taxable Value	Ad Valorem Tax	Non Ad Valorem Tax	Total Tax
1	08-43-45-21-28-001-0010	\$13,874	\$176	\$14,050	\$9,946	\$9,946	\$0	\$0.00	\$0	\$0
2	08-43-45-21-28-001-0020	\$13,874	\$0	\$13,874	\$7,986	\$7,986	\$0	\$0.00	\$0	\$0
3	08-43-45-21-28-001-0031	\$13,874	\$0	\$13,874	\$7,986	\$7,986	\$0	\$0.00	\$0	\$0
4	08-43-45-21-28-001-0041	\$13,874	\$0	\$13,874	\$7,986	\$7,986	\$0	\$0.00	\$0	\$0
5	08-43-45-21-28-001-0061	\$13,874	\$0	\$13,874	\$7,986	\$7,986	\$0	\$0.00	\$0	\$0
6	08-43-45-21-28-001-0071	\$13,874	\$0	\$13,874	\$7,986	\$7,986	\$0	\$0.00	\$0	\$0
7	08-43-45-21-29-003-0011	\$13,874	\$0	\$13,874	\$13,874	\$13,874	\$0	\$0.00	\$0	\$0
8	08-43-45-21-29-003-0013	\$13,874	\$0	\$13,874	\$13,874	\$13,874	\$0	\$0.00	\$0	\$0
9	08-43-45-21-29-003-0012	\$13,874	\$0	\$13,874	\$9,664	\$9,664	\$0	\$0.00	\$0	\$0
10	08-43-45-21-29-003-0020	\$67,760	\$0	\$67,760	\$40,263	\$40,263	\$0	\$0.00	\$0	\$0
11	08-43-45-21-29-003-0032	\$13,874	\$0	\$13,874	\$7,731	\$7,731	\$0	\$0.00	\$0	\$0
12	08-43-45-21-29-003-0033	\$67,760	\$0	\$67,760	\$26,620	\$26,620	\$0	\$0.00	\$0	\$0
13	08-43-45-21-29-003-0034	\$23,123	\$0	\$23,123	\$23,123	\$23,123	\$0	\$0.00	\$0	\$0
14	08-43-45-21-29-003-0041	\$23,123	\$0	\$23,123	\$23,123	\$23,123	\$0	\$0.00	\$0	\$0
15	08-43-45-21-29-003-0051	\$13,874	\$0	\$13,874	\$7,986	\$7,986	\$0	\$0.00	\$0	\$0
16	08-43-45-21-29-003-0081	\$13,874	\$0	\$13,874	\$7,986	\$7,986	\$0	\$0.00	\$0	\$0
17	08-43-45-21-29-003-0071	\$15,246	\$0	\$15,246	\$9,664	\$9,664	\$0	\$0.00	\$0	\$0
	Totals	\$363,500	\$176	\$363,676	\$233,784	\$233,784	\$0	\$0.00	\$0	\$0

A typical informed buyer would recognize the possibility of a reassessment following a sale of the property and the possibility that taxes could change as a result, if the assessed value is substantially different than the true market value. That said, considering the market value conclusion contained herein, the subject appears to be under assessed. The subject property is under governmental ownership resulting in no tax liability and an informed buyer would recognize that under private ownership the property would be subject to a normal real estate tax liability.

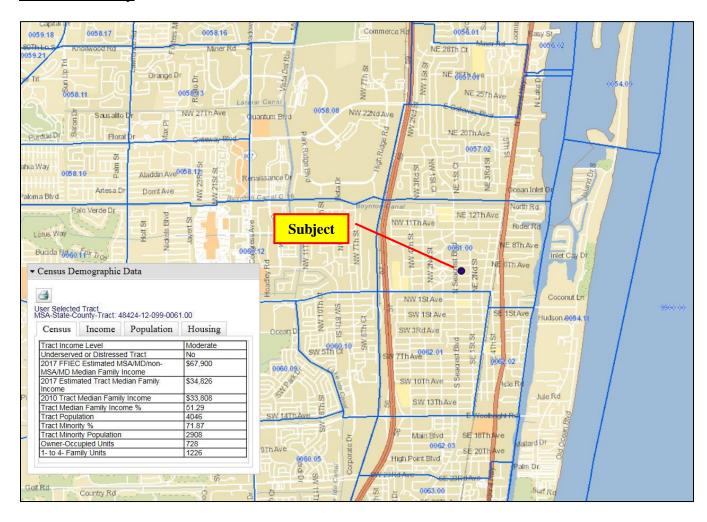
Our value conclusion does not discount for any taxes owed on the property, current or delinquent. The value assumes the property is free and clear and not subject to any prior year's delinquencies or outstanding tax certificates. The appraisers strongly suggest any potential buyer, mortgagee, or other investor in the property fully investigate the tax status of the subject property with the County's Tax Collectors office.

A&C Job No.: 2180268.000

Census Tract

The subject property is located in census tract 0061.00.

Census Tract Map





Flood Zone Designation

The subject property is located on the National Flood Insurance Program Map on Community Panel Numbers 12099C0787F and 12099C0789F, effective date of October 5, 2017. The subject appears to lie in an area designated as Zone X (unshaded).

Flood Zone X (unshaded) is determined to be outside the 0.2% annual chance floodplain.

Flood Map





Zoning and Future Land Use

The subject property's use is dictated by the City of Boynton Beach Zoning Code and Comprehensive Plan. The City of Boynton Beach zoning and future land use maps indicate the subject property has a zoning designation of R-2 (Single and Two Family Residential) with an underlying land use designation of MEDR (Medium Density Residential / 10 du/ac Max). The subject is also located in the DTOD (Downtown Overlay District).

According to Hanna Tatras, a senior planner with the Boynton Beach Planning and Building Department, the Boynton Beach Community Redevelopment Plan would allow for zoning and land use changes to R-4 and HDR (High Density Residential) increasing residential density to 15 dwelling units per acre. Ms. Tatars stated that a 25% density bonus permitted under the DTO district would not apply as the bonus is restricted to mixed use (commercial / residential) projects.

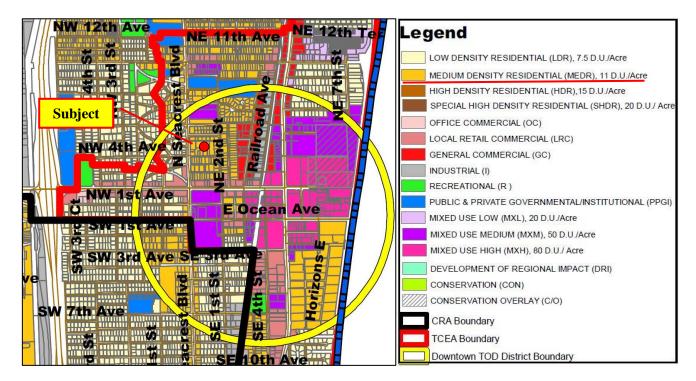
The subject property contains 4.286 acres. Under current zoning / land use plans designations a density of 10 dwelling units per acre would be allowed or 42 units. A total of 64 units at 15 dwelling units per acre would be allowed through the potential in changing the zoning / land use designations. The potential for these changes is considered good with both the city encouraging efforts to enhance the density in the Heart of Boynton area. The CRA, however, still wants the subject property use to be for detached or attached single family owner occupied units excluding apartment or condominium flat type units.

Zoning Map (April 2018)





Land Use Map (February 2018)



Concurrency

The strongest growth control measure ever imposed was passed by the Florida Legislature and became effective on February 1, 1990. This was mandated by Chapter 163, Florida Statutes, otherwise known as the Growth Management Law. One provision of this law is referred to as Concurrency which dramatically limits the ability to develop real property. It is basically the requirement that adequate infrastructure be available to serve new development. Eight types of infrastructure are affected including traffic, potable water, sewer, drainage, solid waste, recreation and open space, mass transit, and fire rescue.

In May of 2011, House Bill 7172 amended the Growth Management act in an effort to spur economic growth through streamlining and lessening growth management controls. Transportation concurrency requirements were exempted in dense urban land areas with populations of at least 1,000 people per square mile. Also, within dense urban land areas, the DRI process has been exempted. State review of local comprehensive plans was streamlined and zoning changes are now allowed to be considered concurrently with land use plan amendments.

It is the appraisers' understanding that the subject is not subject to any concurrency restrictions and that the potential of the subject for development under current zoning and CRA guidelines would not be constricted by concurrency regulations.

Utilities

The following utilities are available to the subject property: Water, electricity, municipal sewer.

Subject Property Sales History

The appraisers have not been provided with a title abstract on the property appraised nor have they conducted a title search of their own. The Palm Beach County Property Appraiser's records indicate that the subject property was assembled between April 2007 and May 2015 in 10 transactions with a total recorded price of \$3,101,500.

The city had issued an RFP (Request for Proposal) attempting to sell the subject property several few years ago for low density residential development but was not well received in the market and did not sell. The city has a current RFP for sale / development with potential uses restricted to detached or attached single family residences sold solely for owner occupancy with no rentals allowed.

Site Analysis

The following analysis is based upon a personal inspection of the site, a survey (see addendum), and Palm Beach County Public Records.

Location

The subject property is located east of North Seacrest Boulevard between Northeast 4th and 5th Avenues in Boynton Beach, Florida.

Size and Shape

We have relied on the site size for the property from survey plus two inclusions by assumptions and discussions with the client. The property is irregular in shape and has frontage on all four roads surrounding the block. See aerial on following page.

The survey states a land area of 178,737 square feet which is 4.10 acres. When an alley is abandoned and has properties / owners on each side, half of the strip goes to each adjoining property / owner. The alley is 15 feet wide. The survey shows the properties adjoining to the north have an alley frontage of 479.79 feet and the adjoining properties to the south an alley frontage of 480.45 feet. Accordingly, the alley area assumed to be abandoned contains 7,202 square feet (7.5 x 479.79 feet plus 7.5 x 480.45 feet). The 'not included' strip as shown on the survey measures 9.99 x 75.04 feet for a total of 750 square feet. Adding these areas to the stated survey area reflects a subject land area of 186,689 square feet or 4.286 acres.



Topography and Drainage

The site is level and near road grade. Drainage appears to be adequate with an off-site public drainage system. No apparent drainage problems were noted during the inspection. However, we have not had the opportunity to visit the site during a time of heavy rainfall. It is presumed that the subject does not suffer from any detrimental drainage problems.

Access

Access is via all four public roads surrounding the subject block. North Seacrest, a four lane neighborhood throughway, is along the west side of the block. This roadway has nearby connections to major roadways including Boynton Beach Boulevard with an I-95 interchange just to the west and US 1 just to the east.

Easements or Encroachments

The survey does not show typical utility easements believed to exist but does show some minor fencing encroachments. These issues would be addressed, changed, and/or corrected with development of the property. We have no reason to believe that there are any easements or encroachments on the property that would affect its use in such a way as to have a negative impact on value.



Soil/Environmental Conditions

We have not been provided with nor have we commissioned a soil or sub-soil condition report. The subject's land appears to be composed of typical loose South Florida sand.

The appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Improvement Analysis

The subject property is vacant land void of improvements. There is, however, a patio still shown / assessed on the property appraiser records on one parcel.



HIGHEST AND BEST USE

The Appraisal Institute defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015).

The analysis of highest and best use normally applies these considerations in a three step process, involving the analysis of the highest and best use of the site as if vacant, determination of the ideal improvement, and a comparison of the existing improvement with the ideal improvement, in order to estimate the highest and best use as improved. The subject is vacant land, therefore only the first two steps apply.

The subject site contains roughly 4.29 acres and is suitable in size and, while irregular in configuration, is suitable to physically support a number of uses. The physically possible uses must be legal, reasonable, probable, and a logical continuation of surrounding uses within the subject property's neighborhood. The subject property is zoned for residential use with zoning allowing up to 42 dwelling units (10 du/ac) with potential of up to 64 dwelling units (15 du/ac). The surrounding area has been developed mainly with mix of multi-family and single family uses in the past.

The CRA is restricting development of the subject property to detached or attached single family uses with owner occupancy. It is our understanding that they will, however, be flexible on design and that clusters of short rows of townhouses or four-plex townhouses might be acceptable. A concept plan by REG architects from 2009 shows a layout of 21 cottage units. A similar plan of attached single family units in duplex buildings would result in 42 dwelling units. This layout would suggest a similar site layout using row four to six unit buildings of row townhouse could result in a higher density with a zoning / land use change.

In consideration of the site's location, land use classification, zoning and surrounding uses, the highest and best use for the subject, as if vacant, would be development with some type of single family housing development in keeping with the zoning, land use, and neighborhood uses with potential density in the 10 to 15 dwelling units per acre range.

EXPOSURE AND MARKETING TIME

Exposure time is: 1) The time a property remains on the market; 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; 3) A retrospective estimate based on an analysis of past events assuming a competitive and open market.

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions address the determination of reasonable exposure and marketing time. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015).

Financing for commercial properties appears to be readily available at this time. Most properties offered for sale have been exposed on the market for six to twelve months or longer.

We found 13 sales of multi-family or mixed use land in the Boynton Beach area in the local Multiple Listing Service from January 2016 through June 2018. Marketing times ranged from 24 to 546 days with a mean marketing time of 124 days.

The CoStar Group reported the sale of 37 residential land properties where they reported marketing times in Palm Beach County from January 2016 through June 2018. The marketing times ranged from 23 to 1,575 days, with a mean 414 days or just over a year. We note that the Costar data is skewed by only a few properties that were significantly overpriced by unmotivated sellers and/or were not properly marketed and languished on the market for several years. The majority of the transactions, 33 of the sales, took place in 3 years or less and reflect a mean marketing time of 299 day or about 10 months.

Considering the preceding, as well as sales that have taken place in the local market, and assuming a prudent pricing strategy, we estimate an exposure time of 6 to 12 months. Looking forward, we feel this would be a reasonable estimate for marketing time as well.

SALES COMPARISON APPROACH

The sales comparison approach is the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. (Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015.)

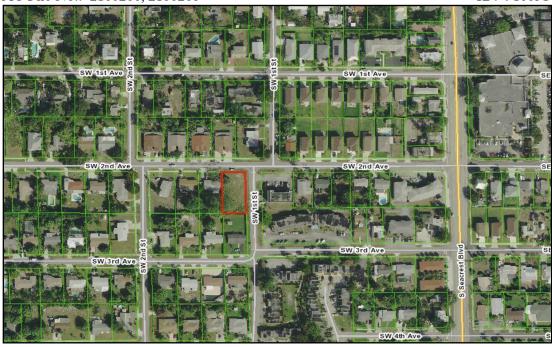
The sales comparison approach requires that the appraiser locate recent sales of similar properties and through an adjustment process arrive at an indication of what these properties would have sold for if they possessed all of the salient characteristics of the subject property. These adjusted sales prices are then correlated into an estimate of the market value of the property via the sales comparison approach to value.

A search of the Palm Beach County official records, local multiple listing service records, discussions with local brokers and appraisers and a personal inspection of the subject area produced several sales of similar type properties. The sales used in the analysis were the best comparables that we were able to verify with public records and/or a party to the transaction.

The following pages feature a detailed write up of each comparable used in the analysis, a location map and summary of the selected comparable sales data, which is followed by a discussion of the pertinent adjustments and conclusion of value.

SALE NO. 1 - Southwest 2nd Avenue, Boynton Beach, FL 33435

AC File No.: 2160266, 2180268 ID: 910051



OR Book/Page: 28265/0779

Type: Land Sale Status: Sale

Sub-Type: Multi-Family (> 1 Unit)

Date: April 22, 2016

Grantor: S & P Capital, LLC

Grantee: George Ball

Legal: Lot 4, Block 2, Crescent Heights, Plat Book 24, Page 170, Palm Beach County,

Florida

Folio No.: 08-43-45-28-17-002-0040

Location: Southwest corner of Southwest 2nd Avenue and Southwest 1st Street just south of

West Boynton Beach Boulevard and just west of South Seacrest Boulevard, Boynton

Beach

Zoning: R-2 - Single and Two Family Residential by City of Boynton Beach

Land Use: Medium Density Residential

Utilities: Water, electricity, municipal sewer

Site Size: Square Feet: 10,875 Acres: 0.250

Shape: Rectangular Street Frontage (Ft.): 75

Topography/Elevation: Level, near road grade

Density: <u>Total No. of Units:</u> 2 (Per Zoning)

Units/Acre: 8.00

Use: Use at Time of Sale: Vacant

Intended Use: Residential

Highest and Best Use: Residential

Verification: Source: Suzanne Bower via MLS, Deed

<u>Relationship:</u> Listing Broker <u>Conditions of Sale:</u> Arm's-length

<u>Verified By:</u> Gary Orr <u>Date:</u> June 22, 2016

Sales History: \$900, December 2015, OR 28019/1096, Foreclosure

Sales Price: \$67,500

Price/SF Land: \$6.21

Price/Acre: \$270,000

Price/Unit: \$33,750

Financing: Cash

Comments:

This is the sale of a duplex lot in central Boynton Beach. The property was listed in MLS for \$74,900 and sold after 121 days on the market.

SALE NO. 2 - 4280 Hypoluxo Road, Boynton Beach, FL 33436

AC File No.: 2170498 ID: 909844



OR Book/Page: 28395/1115 Type: Land Sale Status: Sale Sub-Type: Multi-Family (> 1 Unit)

Date: June 16, 2016

Grantor: Andrea Lopiccolo and Pietra Lopiccolo

Grantee: Miller Property Investment, LLC

Legal: The East Half of Tract 4 in the NE 1/4 of Section 12, according to the amended Plat

of Section 12, Township 45 South,, Range 42 East, Mary A. Lyman et al, as recorded in Plat Book 9, Page 74, Palm Beach County, Florida, Less and Except the North

25.00 feet thereof.

Folio No.: 00-42-45-12-02-004-0040, 00-42-45-12-02-004-0030

Location: South side of Hypoluxo Road, just west of Glenwood Drive, East of South Military

Trail, Boynton Beach, Florida.

Zoning: AR - Agricultural Residential by Palm Beach County

Land Use: MR-5

Utilities: Municipal water and sewer, electricity, and telephone

Site Size: <u>Square Feet:</u> 174,240 <u>Acres:</u> 4.000

Shape: Rectangular Street Frontage (Ft.): 167

Topography/Elevation: Level, near road grade

Density: <u>Total No. of Units:</u> 20 (Per Zoning)

Units/Acre: 5.00

Use: Use at Time of Sale: Vacant Land

Intended Use: Investment

Highest and Best Use: Residential

Verification: Source: Donald J. Van Harken

Relationship: Listing agent Conditions of Sale: Arm's-length

Verified By: K. Doran Date: January 30, 2018

Sales History: No transactions in the previous five years

Sales Price: \$870,000

Price/SF Land: \$4.99

Price/Acre: \$217,500

Price/Unit: \$43,500

Financing: Cash to seller

Comments:

This property was on the market for approximately 5 months prior to contract. The site was mostly wooded and is surrounded by residential developments on three sides.

SALE NO. 3 - 6575 Lawrence Road, Lake Worth, FL 33462

AC File No.: 2170012.000 ID: 909156



OR Book/Page: 28450/583 Type: Land

Sale Status: Sale Sub-Type: Multi-Family (> 1 Unit)

Date: July 19, 2016

Grantor: Gateway Community Church, Inc.

Grantee: D. R. Horton

Legal: Long legal being a portion of the NE 1/4 of the NE 1/4 of the SE 1/4 of Section 1,

Township 45 South, Range 42 East Palm Beach County, Florida

Folio No.: 00-42-45-01-00-000-5190

Location: West side of Lawrence Road, roughly 0.4 miles north of Hypoluxo Road, Lake

Worth

Zoning: RS - Residential Single Family by Palm Beach County

Land Use: MR-5 - Medium Density Residential 5 units per acre

Utilities: Municipal water and sewer, electricity, and telephone

Site Size: Square Feet: 226,076 Acres: 5.190

Shape: Rectangular Street Frontage (Ft.): 355

Topography/Elevation: Level, near road grade

Density: <u>Total No. of Units:</u> 23 (Approved)

Units/Acre: 4.43

Use: Use at Time of Sale: Vacant

Intended Use: Residential

Highest and Best Use: Residential/Civic

Verification: Source: Doug Murray w/ WGI, Costar, public records

<u>Relationship:</u> Buyer's project planner <u>Conditions of Sale:</u> Arm's-length

<u>Verified By:</u> B. Arnold <u>Date:</u> February 13, 2017

Sales History: No arm's length transactions in the previous five years

Sales Price: \$1,200,000

Price/SF Land: \$5.31

Price/Acre: \$231,214

Price/Unit: \$52,174

Financing: None recorded

Comments:

Site was first approved in late 2015 for a 23 unit zero lot line single family residential development, known as Auburn Park. Approvals were gained by the buyer. The site was previously planned for a church.

SALE NO. 4 - 3479 South Seacrest Boulevard, Boynton Beach, FL 33435

AC File No.: 2180268 ID: 910047



OR Book/Page: 29104/0379

Sale Status: Sale

Sub-Type: Multi-Family (> 1 Unit)

Date: May 19, 2017

Grantor: Chris, Angela, Lance, and Kendra Seiler

Grantee: Eden Ridge, LLC

Legal: The North 1/2 of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the

Northwest 1/4 of Section 4, Township 46 South, Range 43 East, Less the West 40

foot road right-of-way, Palm Beach County, Florida

Folio No.: 08-43-46-04-00-000-3030

Location: East side of South Seacrest Boulevard about 1 mile south of Southwest 23rd

Avenue, Boynton Beach

Zoning: R-1AA - Single Family Residential by City of Boynton Beach

Land Use: Low Density Residential

Utilities: Water, electricity, municipal sewer

Site Size: Square Feet: 105,415 Acres: 2.420

Shape: Rectangular Street Frontage (Ft.): 197

Topography/Elevation: Level, above road grade

Density: <u>Total No. of Units:</u> 13 (Per Zoning)

Units/Acre: 5.37

Use: Use at Time of Sale: Single Family Residence

Intended Use: Residential Redevelopment

Highest and Best Use: Residential Redevelopment

Verification: Source: Jeremy VanDervort, Ocean Capital RE Services Group

<u>Relationship:</u> Listing Broker Conditions of Sale: Arm's-length

<u>Verified By:</u> Gary Orr <u>Date:</u> June 6, 2018

Sales History: No transactions in the previous five years

Sales Price: \$1,100,000

Price/SF Land: \$10.43

Price/Acre: \$454,545

Price/Unit: \$84,615

Financing: Cash to seller

Comments:

This property backs to the Seacrest Scrub Natural Area (53 acre upland preserve) on the north and east sides. The property is improved with a single family compound built in 1997 (two homes, common laundry and studio totaling about 6,300 square feet) surrounding a pool. The property was listed in MLS as a prime redevelopment opportunity with an asking price of \$1,500,000 and sold after 139 days on the market. The broker thought the buyer intends to demolish the buildings and build single family homes on the site.

SALE NO. 5 - 1206 Northeast 2nd Street, Boynton Beach, FL 33435

AC File No.: 2180268 ID: 910048



OR Book/Page: 29294/1058 Type: Land Sale Status: Sale Sub-Type: Multi-Family (> 1 Unit)

Date: August 10, 2017

Grantor: Iran Guzman and Lilian Garcia Trust

Grantee: Albert Thomas and Kelly Louidort

Legal: Long legal in Lots 9 and 10, Block 1, Meeks and Andrews Addition to Boynton

Beach, Plat Book 5, page 84, Palm Beach County, Florida

Folio No.: 08-43-45-21-22-001-0090 and -0100

Location: Northeast corner of Northeast 2nd Street and Northeast 11th Avenue just north of

Martin Luther King Jr. Boulevard and just east of North Seacrest Boulevard,

Boynton Beach

Zoning: R-2 - Single and Two Family Residential by City of Boynton Beach

Land Use: Medium Density Residential

Utilities: Water, electricity, municipal sewer

Site Size: Square Feet: 17,629 Acres: 0.404

Shape: Rectangular Street Frontage (Ft.): 90

Topography/Elevation: Level, near road grade

Density: <u>Total No. of Units:</u> 3 (Per Zoning)

Units/Acre: 7.43

Use: Use at Time of Sale: Vacant

Intended Use: Residential

Highest and Best Use: Residential

Verification: Source: Lilian Garcia, Partnership Realty

<u>Relationship:</u> Seller / Listing Broker <u>Conditions of Sale:</u> Arm's-length

<u>Verified By:</u> Gary Orr <u>Date:</u> June 6, 2018

Sales History: \$10, August 2017, OR 29294/1056; \$1, March 2017, OR 29103/0503; \$62,500,

February 2016, OR 28112/0282

Sales Price: \$79,000

Price/SF Land: \$4.48

Price/Acre: \$195,545

Price/Unit: \$26,333

Financing: Cash to seller

Comments:

This is the sale of two adjoining lots. Combined they can be improved with a triplex. They were listed separately in MLS with an asking price of \$90,000 (\$40,000 and \$50,000) and sold at one time through one deed to the same buyer after being on the market for 94 days.

SALE NO. 6 - Northwest 10th Street, Boynton Beach, FL 33426

AC File No.: 2180268

ID: 910046

NW/6m/Way

NW/6m/AXO

OR Book/Page: 29304/1898

Type: Land Sale Status: Sale

Sub-Type: Multi-Family (> 1 Unit)

Date: August 15, 2017

Grantor: MVP Homes, LLC

Grantee: J.B.A Realstate, LLC

Legal: Tract 19, Subdivision of Sections 29 and 20, Township 45 South, Range 43 East, Plat

Book 7, Page 20, Palm Beach County, Florida

Folio No.: 08-43-45-20-01-000-0190

Location: Northwest 10th Street almost 1/2 mile north of West Boynton Beach Boulevard and

1/2 mile west of I-95, Boynton Beach

Zoning: R-1AA - Single Family Residential by City of Boynton Beach

Land Use: Low Density Residential

Utilities: Water, electricity, municipal sewer

Site Size: Square Feet: 108,900 Acres: 2.500

Shape: Rectangular Street Frontage (Ft.): 200

Topography/Elevation: Level, near road grade

Density: <u>Total No. of Units:</u> 10 (Approved)

Units/Acre: 4.00

Use: <u>Use at Time of Sale:</u> Vacant

Intended Use: Residential

Highest and Best Use: Residential

Verification: Source: Prior Listing, Deed

Relationship: MLS/Public Records Conditions of Sale: Arm's-length

<u>Verified By:</u> Gary Orr <u>Date:</u> May 29, 2018

Sales History: \$250,000, July 2015, OR 27710/1791; \$285,000, December 2016, OR 28762/1613

Sales Price: \$665,000

Price/SF Land: \$6.11

Price/Acre: \$266,000

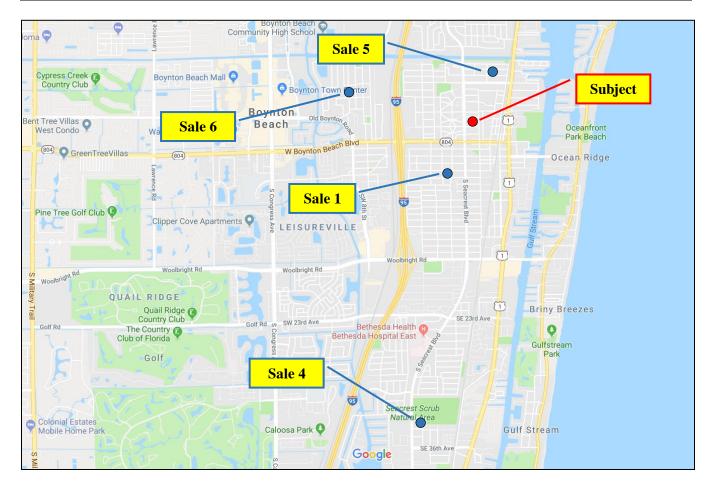
Price/Unit: \$66,500

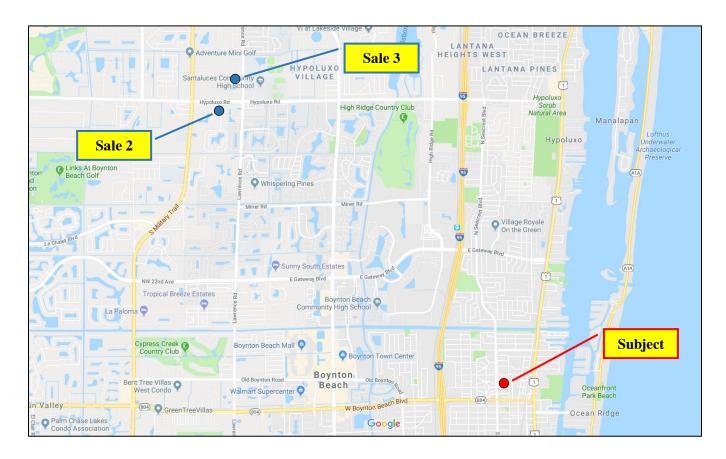
Financing: Cash to seller

Comments:

This is a vacant tract with frontage on Northwest 10th Street but has two other streets that dead-end into it on the north and south sides. The prior sale of the property in December 2016 for \$385,000 took place after 74 days on the market with an asking price of \$399,500. The MLS listing stated the property had been approved for 10 single family homes.

SALES SUMMARY TABLE								
Sale No. Date	OR Bk Page	Property Address	<u>Land Area</u> SF Acres	Sale Price	Price/SF of Land			
1 Apr-16	28265 0779	Southwest 2nd Avenue Boynton Beach	10,875 0.25	\$67,500	\$6.21			
2 Jun-16	28395 1115	4280 Hypoluxo Road Boynton Beach	174,240 4.00	\$870,000	\$4.99			
3 Jul-16	28450 583	6575 Lawrence Road Lake Worth	226,076 5.19	\$1,200,000	\$5.31			
4 May-17	29104 0379	3479 South Seacrest Boulevard Boynton Beach	105,415 2.42	\$1,100,000	\$10.43			
5 Aug-17	29294 1058	1206 Northeast 2nd Street Boynton Beach	17,629 0.40	\$79,000	\$4.48			
6 Aug-17	29304 1898	Northwest 10th Street Boynton Beach	108,900 2.50	\$665,000	\$6.11			
Subj. May-18		Northeast 4th & 5th Avenues Boynton Beach	186,689 4.29					





Sales Summary and Discussion

In this analysis, we considered differences between the sales and the subject in terms of property rights sold, conditions of sale, financing, market conditions (trend or time adjustment), location, land size, and quality and condition of any existing improvements.

The appraisers based the comparisons on a standardized unit of measure, the sale price per square foot of land. The sale price per square foot of land correlates well among the comparable sales and is commonly used by buyers in this type of analysis.

Property Rights

The property rights transferred were believed to be those of the fee simple estate. No differences between the sales and the subject are reflected.

Conditions of Sale

All sales were reportedly market oriented. No adjustment consideration for conditions of sale was necessary.



Financing

We considered any indication of favorable financing. All sales were either on a cash basis or had market oriented financing, therefore, no differences were noted nor were adjustments made.

Market Conditions

The sales occurred over the period from April 2016 to August 2017. The date of value is May 24, 2018. The market has shown improving market conditions over this time period and the sales have been adjusted upward accordingly. This is supported by the prior sales of comparable sales 5 and 6.

Location

The subject property is located between Northeast 4th and 5th Avenues east of North Seacrest Boulevard in Boynton Beach. Sales 1, 4, and 6 are located just south and east of the subject in superior areas of Boynton Beach. Sale 4 is also located next to a preserve. Sales 2 and 3 are located in suburban Boynton Beach also within superior areas of the subject. These five sales have been adjusted downward for their locational differences to the subject property. Sale 5 is located just to the north of the subject within the subject neighborhood and no adjustment for location is warranted.

Size

Generally, larger properties will sell for a somewhat lower price per square foot of land than smaller ones, and vice versa, when all else is equal. The subject property contains roughly 4.29 acres with the sales ranging from 0.25 to 5.19 acres. The sales in this data set do not appear indicate an adjustment for size is warranted.

Site Conditions

Properties of all different shapes can typically be developed. Some properties, however, allow for a more efficient development of the site providing for the maximum development intensity. Neither the subject nor the comparables appear be impacted by their shape in such a manner as to limit their development. Another factor considered here is the existence of any physically detrimental site conditions such as contamination or muck. Neither the subject nor any of the comparables were known to suffer from any detrimental site conditions.

Zoning/Land Use

The subject and all of the sales are zoned for residential use. The subject property has a current zoning designation for residential development of up to 10 dwelling units per acre and possibly 15 units per acre. The sales are similar but most have lower density zoning regulations. It appears the subject's higher density, however, would be offset by end unit pricing and no adjustment for zoning / land use regulations is warranted.



	QUANTITATIVE SALES ADJUSTMENT CHART - PRICE/LAND SF											
Sale Date	Property Address	Land SF	Price/ Land SF	Financing/ Adj. Price/ Land SF	Conditions of Sale/ Adj. Price/ Land SF	Market Conditions/ Adj. Price/ Land SF	Location	Land Size	Site Conditions	Zoning/ Land Use	Final Combined Adjustment	Overall Indication
1	Southwest 2nd Avenue	10.055	Φ.C. 2.1	0%	0%	20%	-20%	0%	0%	0%	-20%	\$5.96
Apr-16	Boynton Beach	10,875	\$6.21	\$6.21	\$6.21	\$7.45						
2	4280 Hypoluxo Road	151210	# 4.00	0%	0%	20%	20.07	0%	0%	0%	-20%	\$4.79
Jun-16	Boynton Beach	174,240	\$4.99	\$4.99	\$4.99	\$5.99	-20%					
3	6575 Lawrence Road	224.054	Φ.7. 2.1	0%	0%	20.0%	-20%	0%	0%	0%	-20%	\$5.10
Jul-16	Lake Worth	226,076	\$5.31	\$5.31	\$5.31	\$6.37						
4	3479 South Seacrest Boulevard	105 415		0%	0%	10.0%	-25%	0%	0%	0%	-25%	\$8.61
May-17	Boynton Beach	105,415	\$10.43	\$10.43	\$10.43	\$11.48						
5	1206 Northeast 2nd Street	17,629	\$4.48	0%	0%	5.0%	0%	0%	0%	0%	0%	\$4.71
Aug-17	Boynton Beach			\$4.48	\$4.48	\$4.71						
6	Northwest 10th Street	108,900	\$C.11	0%	0%	5%	-10%	% 0%	0%	0%	-10%	\$5.77
Aug-17	Boynton Beach		\$6.11	\$6.11	\$6.11	\$6.41						
Subj. May-18	Northeast 4th & 5th Avenues Boynton Beach	186,689										

Conclusion

Considering all of these differences, we developed the preceding quantitative comparison chart listing the sales as they compare to the subject property, based on a price per square foot of land. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is \$4.48 to \$10.43 per square foot of land area. The preceding quantitative comparison chart shows the value range for the subject property after adjustment based on a price per square foot of land area to be from \$4.71 to \$8.61 with a mean of \$5.82. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of land area for the subject property of \$6.00 as of May 24, 2018. Total value is calculated as follows:

186,689 Square Feet @ \$6.00 per Square Foot =

\$1,120,134

Rounded To:

MARKET VALUE VIA SALES COMPARISON APPROACH:

\$1,120,000



QUALIFICATIONS OF APPRAISER ROBERT B. BANTING, MAI, SRA

PROFESSIONAL DESIGNATIONS - YEAR RECEIVED

MAI - Member Appraisal Institute - 1984

SRA - Senior Residential Appraiser, Appraisal Institute - 1977

SRPA - Senior Real Property Appraiser, Appraisal Institute - 1980

State-Certified General Real Estate Appraiser, State of Florida, License No. RZ4 - 1991

EDUCATION AND SPECIAL TRAINING

Licensed Real Estate Broker - #3748 - State of Florida

Graduate, University of Florida, College of Business Administration, BSBA (Major - Real Estate & Urban Land Studies) 1973 Successfully completed and passed the following Society of Real Estate Appraisers (SREA) and American Institute of Real Estate Appraisers (AIREA) courses and/or exams: Note: the SREA & AIREA merged in 1991 to form the Appraisal Institute.

Case Study of Single Family Residence SREA R2: Principles of Income Property Appraising SREA 201: SREA: Single Family Residence Demonstration Report SREA: Income Property Demonstration Report Capitalization Theory and Techniques AIREA 1B: SREA 101: Introduction to Appraising Real Property Case Studies in Real Estate Valuation AIREA: AIREA: Standards of Professional Practice

AIREA: Introduction to Real Estate Investment Analysis

AIREA 2-2: Valuation Analysis and Report Writing

AIREA: Comprehensive Examination

AIREA: Litigation Valuation

AIREA: Standards of Professional Practice Part C

ATTENDED VARIOUS APPRAISAL SEMINARS AND COURSES, INCLUDING:

The Internet and Appraising Golf Course Valuation Discounting Condominiums & Subdivisions
Narrative Report Writing Appraising for Condemnation Condemnation: Legal Rules & Appraisal Practices

Condominium Appraisal Reviewing Appraisals Analyzing Commercial Lease Clauses

Eminent Domain Trials Tax Considerations in Real Estate Testing Reasonableness/Discounted Cash Flow

Mortgage Equity Analysis Partnerships & Syndications Hotel and Motel Valuation

Advanced Appraisal Techniques

Valuation of Leases and Leaseholds

Rates, Ratios, and Reasonableness

Federal Appraisal Requirements

Valuation Mock Trial

Analytic Uses of Computer in the Appraisal Shop

Residential Construction From The Inside Out

Development of Major/Large Residential Projects

Standards of Professional Practice Regression Analysis In Appraisal Practice Federal Appraisal Requirements

Engaged in appraising and consulting assignments including market research, rental studies, feasibility analysis, expert witness testimony, cash flow analysis, settlement conferences, and brokerage covering all types of real estate since 1972.

President of Anderson & Carr, Inc., Realtors and Appraisers, established 1947

Past President Palm Beach County Chapter, Society of Real Estate Appraisers (SREA)

Realtor Member of Central Palm Beach County Association of Realtors

Special Master for Palm Beach County Property Appraisal Adjustment Board

Qualified as an Expert Witness providing testimony in matters of condemnation, property disputes, bankruptcy court, foreclosures, and other issues of real property valuation.

Member of Admissions Committee, Appraisal Institute - South Florida Chapter

Member of Review and Counseling Committee, Appraisal Institute - South Florida Chapter

Approved appraiser for State of Florida, Department of Transportation and Department Natural Resources.

Instructor of seminars, sponsored by the West Palm Beach Board of Realtors.

Authored articles for The Palm Beach Post and Realtor newsletter.

Real Estate Advisory Board Member, University of Florida.

TYPES OF PROPERTY APPRAISED - PARTIAL LISTING

Air Rights	Medical Buildings	Apartment Buildings	Churches
Amusement Parks	Department Stores	Hotels - Motels	Marinas

Condominiums Industrial Buildings Office Buildings Residences - All Types

Mobile Home Parks Service Stations Special Purpose Buildings Restaurants
Auto Dealerships Vacant Lots - Acreage Residential Projects Golf Courses
Shopping Centers Leasehold Interests Financial Institutions Easements

[&]quot;I am currently certified under the continuing education program of the Appraisal Institute."

QUALIFICATIONS OF APPRAISER GARY K. ORR

GENERAL INFORMATION

State-Certified General Real Estate Appraiser RZ2335

Licensed Real Estate Salesman - State of Florida - 1978/1991

Realtor Associate Member - Florida Association of Realtors - 1978/1991

Realtor Associate Member - National Association of Realtors - 1978/1991

Realtor Associate Member - West Palm Beach Multiple Listing Service - 1978/1991

EDUCATION AND SPECIAL TRAINING

Graduate of Forest Hill High School - West Palm Beach

Graduate of Palm Beach Junior College; AA Degree Business Administration

Attended University of Florida at Gainesville; College of Business Administration (1976 and 1977)

Successfully completed and passed the following courses and/or seminars:

SREA 101: Introduction to Appraising Real Property SREA 201: Principles of Income Property Appraising

SREA: Principles of Cash Equivalency

SREA: Adjusting for Financing Differences in Residential Property

SREA: Market Interpretations of Extraction

SREA: R41b Seminar - John Underwood, MAI, SREA SREA: R41c Seminar - Dr. William Kinnard, MAI, SREA

AI: Standards of Professional Practice - Part A

AI: Exam Prep. for Commercial Appraiser Certification/Licensing

EMPLOYMENT EXPERIENCE

Engaged in appraising real estate in the State of Florida since 1978.

Residential and Commercial appraiser for Anderson & Carr, Inc. 1978-1992.

Residential and Commercial appraiser for Sayles & Sayles, Inc. 1992- August, 1995.

Presently working as appraiser for Anderson & Carr, Inc., Realtors/Appraisers.

APPRAISAL EXPERIENCE

Charitable R.E. Donations

Estate Settlements

Executive Relocations

General Law Suits

Divorce Settlements

Executive Relocations

Fractional Interests

REO Properties

Partnership Buyouts PBC R.E. Assessment Appeals

TYPES OF PROPERTY APPRAISED

Acreage Apartment Buildings Automobile Showrooms
Churches Citrus Groves Convenience Stores
Equestrian/Polo Estates Farms Foliage Nurseries
Funeral Homes Industrial Buildings Industrial Complexes

Lumber Yards Medical Offices Mini-Warehouse Complexes

Motels Multi-Family Projects Office Buildings

Peat & Soil Plants Post Office Buildings Residences/Estates-All Types

Restaurants Service Stations Shopping Centers

Special Purpose Properties Synagogues Vacant Residential Lots Vacant Commercial Tracts Warehouse Buildings Wetlands Properties RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER

RZ4

The CERTIFIED GENERAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2018

> BANTING, ROBERT B 521 S OLIVE AVE WEST PALM BEACH FL 33401



ISSUED: 09/14/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1609140002390

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER

RZ2335

The CERTIFIED GENERAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2018

ORR, GARY K 521 S OLIVE AVE W PALM BEACH

FL 33401

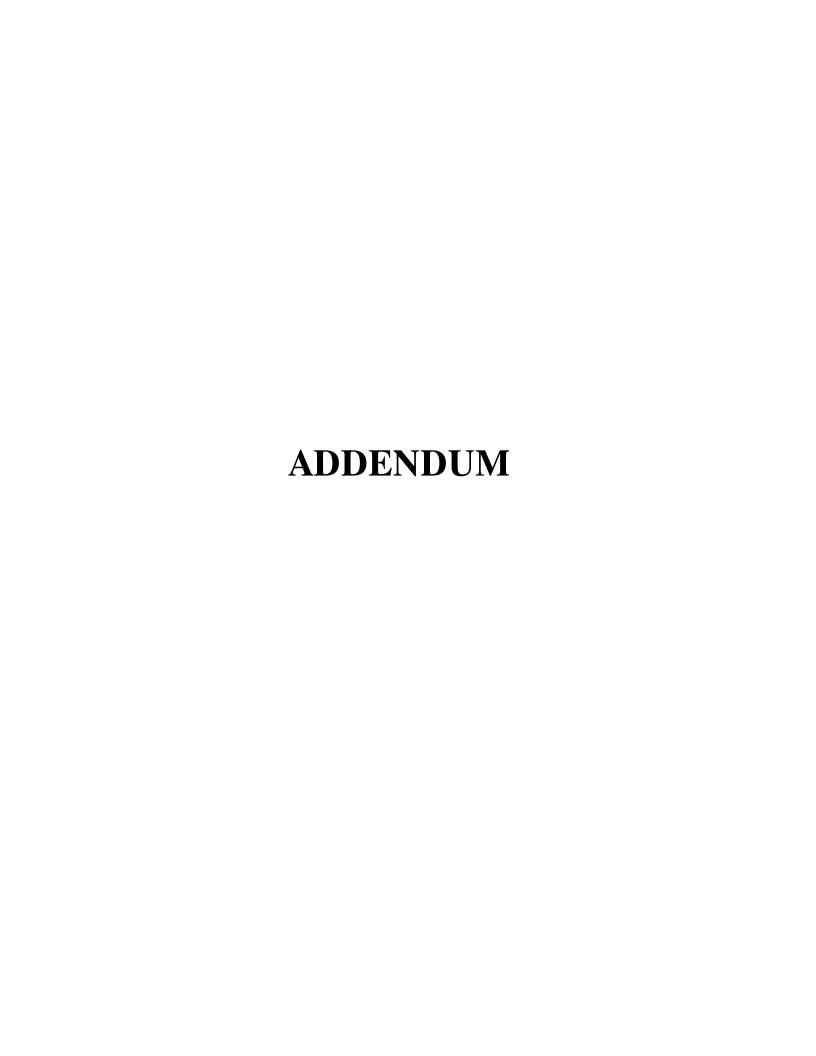


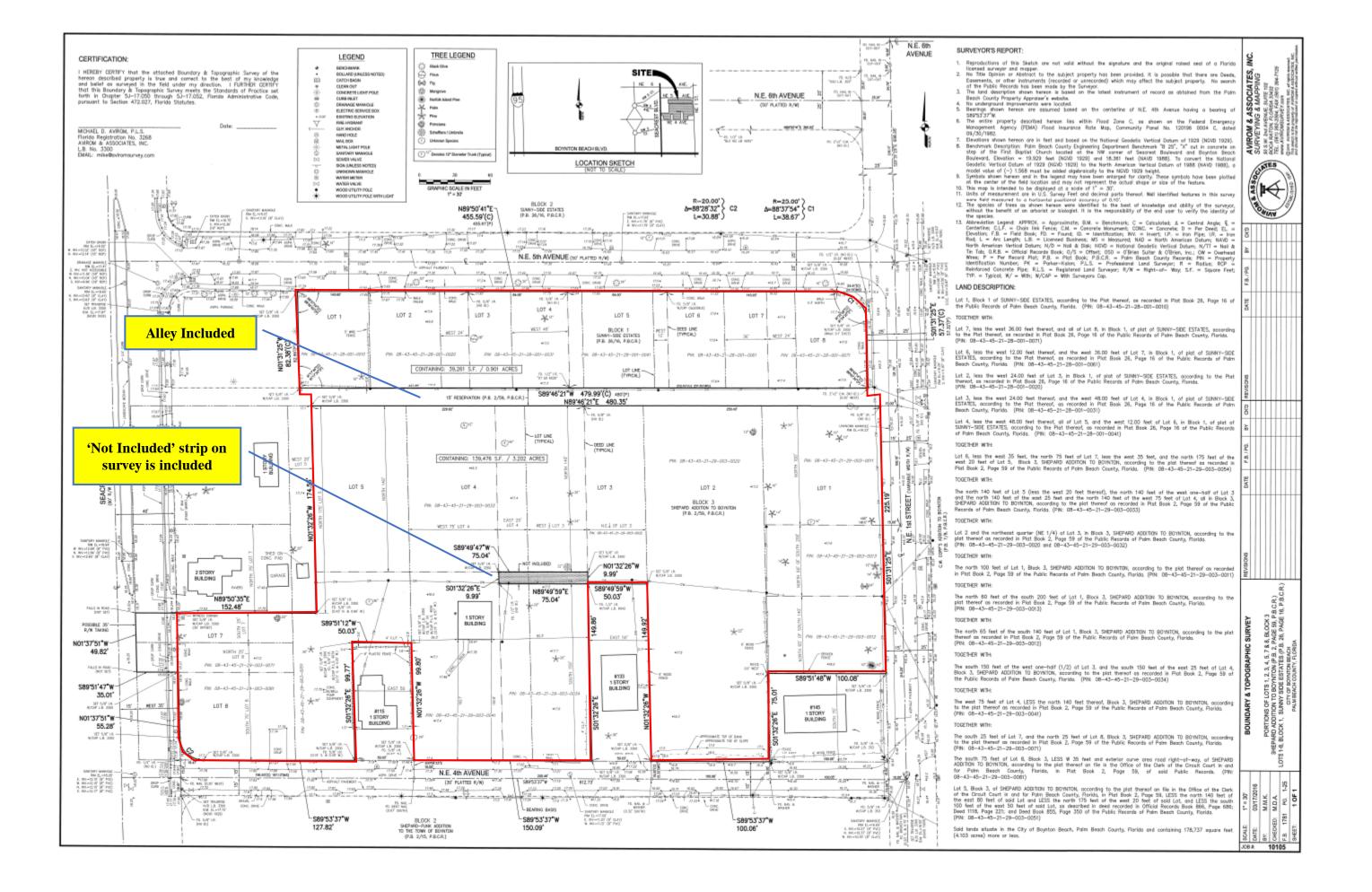


ISSUED: 11/08/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611080003353







CRA BOARD MEETING OF: August 14, 2018

NEW BUSINESS

AGENDA ITEM: 14.C.

SUBJECT:

Consideration of Disposal of Thomas Property to the City for Sara Sims Park

SUMMARY:

On November 14, 2017 the CRA Board approved the purchase of a vacant lot located on NW 10th Avenue adjacent to Sara Sims Park (Attachment I - November 14, 2017 Minutes) and approved and executed the Purchase and Sale Agreement of the property on December 12, 2017 for the amount of \$81,500 (Attachment II – December 12, 2017 minutes).

The acquisition of this parcel was done in order to provide additional open space to the park (Attachment III – Location Map). Now that the City and CRA are preparing to begin physical work under the Sara Sims Park Improvement Project, staff is requesting approval to transfer the property to City.

FISCAL IMPACT:

Original purchase price and closing costs totaled \$82,316.44 from Budget Line Item 02-58200-401

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan - Heart of Boynton District - Sara Sims Park Expansion

CRAAB RECOMMENDATION:

CRAAB recommended approval of the purchase of the property at their meeting held on November 2, 2017, and would be transferred to the City for use as part of the Sara Sims Park.

CRA BOARD OPTIONS:

1. Approve the disposal and transfer of ownership of the vacant parcel located on NW 10th Avenue to the City of Boynton Beach for use in Sara Sims Park and authorize the Board Chair to execute any legally approved documents associated with the transfer of the deed.

2. Do not approve the disposal and transfer ownership of the vacant parcel located on NW 10th Avenue to the City of Boynton Beach for use in Sara Sims Park.

ATTACHMENTS:

Description

- **D** Attachment I November 14, 2017 Minutes
- Attachment II December 12, 2017 Minutes
- Attachment III Location Map

B. Consideration of Purchase of Lot 13 on NW 10th Avenue

Mr. Simon presented the item. The purchase price was \$85K. Board Member McCray asked how many more properties in Sara Sims Park would the CRA have to buy and learned three more properties were needed. The CRA had approached the Lucci and Jenkins continuously and they are not selling because they want too much money. Board Member McCray asked if they would have to use eminent domain when the park is built and learned it is up to the Board. The property would immediately be incorporated into the new improvements that are being scheduled and designed and budgeted for this year with the City. The funds to purchase the property would come from the Property Acquisition line item.

Motion

Board Member McCray moved to approve. Board Member Romelus seconded the motion that unanimously passed.

C. Discussion of Maintenance Costs for the Boynton Harbor Marina and the Fuel Discount

Board Member McCray wanted to table the item as Board Member Casello had brought up the item and he was not present.

(Board Member Romelus left the dais at 9:36 p.m.)

Motion

Board Member McCray so moved. Vice Chair Katz seconded the motion that unanimously passed. Board Member Romelus not present for the vote.

D. Recap of Costs and Damages Associated with Hurricane Irma

Mr. Simon commented the Board requested a report on the expense the CRA paid due to Hurricane Irma. The total was \$11,114 for all CRA owned properties. A list was included in the meeting backup.

E. Consideration of 2018 CRA Board Meeting Dates

Mr. Simon explained staff drafts the schedule annually. The January 9th meeting falls on Palm Beach County days and staff investigated alternate meeting dates would could January 17 or 18th. There was agreement to meet on the 18th. It was also noted September 11th is on the eve of a Jewish holiday. There was agreement to meet on September 11th.

(Board Member Romelus returned to the dais at 9:40 p.m.)

Board Member McCray thought the Board was putting too much into the item than was necessary. He suggested going with what staff proposed and if it did not work, the Board could make amendments. Board Member Romelus was fine with what staff proposed. No changes were made. Final form and rental agreements will be brought to the Board and the rental agreements presented at the January 18th meeting.

D. Consideration of Purchase and Sale Agreement with Annie and E.L. Thomas for Lot 13 on NW 10th Avenue

Mr. Simon advised the item was heard at the November 14th meeting and there was agreement to move forward with acquisition and a contract with the property owner for the property that was adjacent to Sara Sims Park. The agreement at the last meeting was the CRA would pay the appraised value of \$81,500. The item was the actual purchase and sale agreement signed by the sellers.

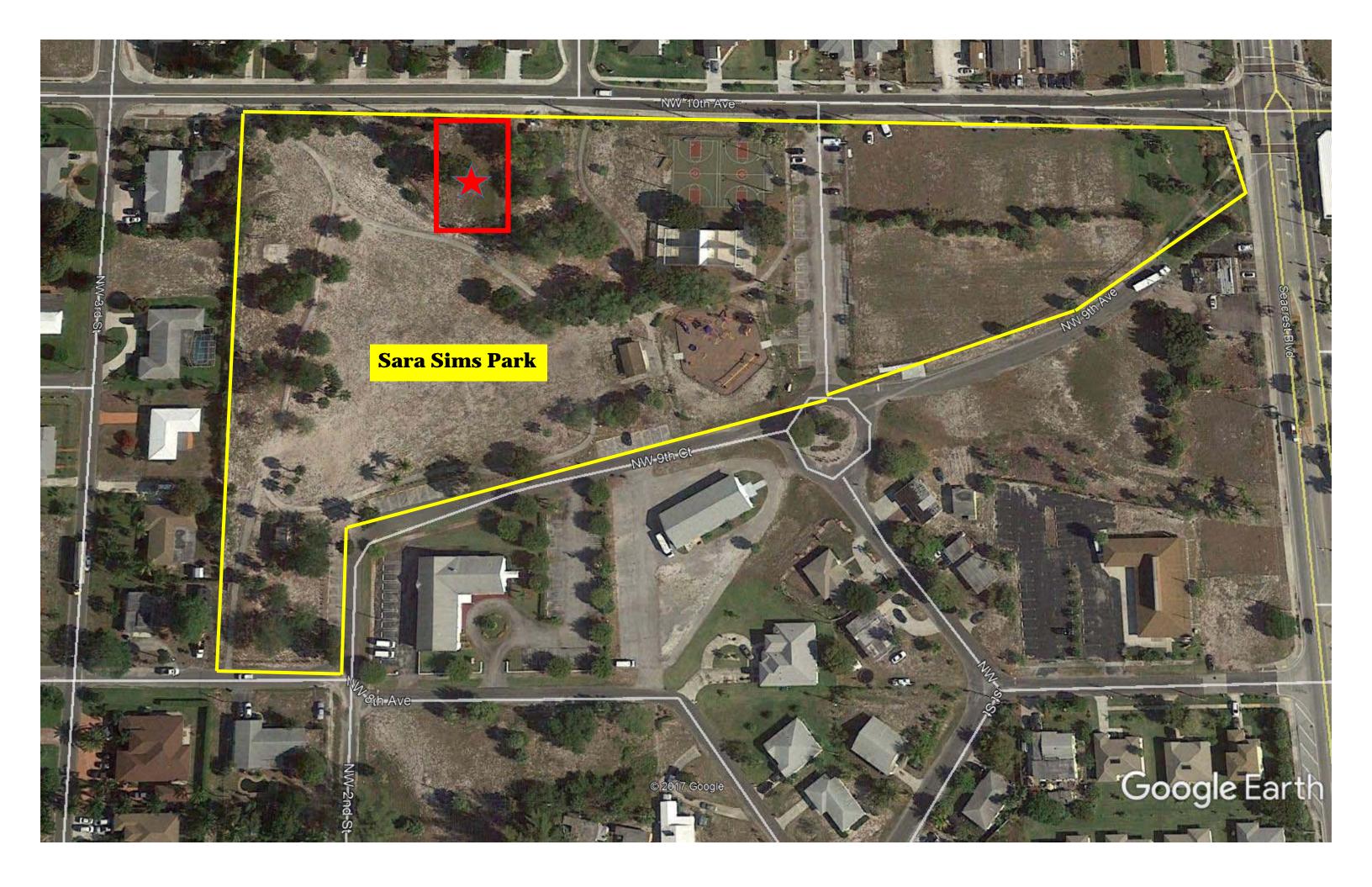
Motion

Board Member McCray moved to approve. Board Member Casello seconded the motion that unanimously passed.

E. Consideration of Amendment to extend the Project Completion Date for the 500 East Ocean Project

Mr. Simon advised staff received a request from the management team to extend the completion date from December 31, 2017, to June 30, 2018. The original DIFA agreement showed the completion date in June 2017 and they asked for an extension to December 31, 2017 and then requested the second extension to June 30, 2018.

Tom Hayden, 650 S. Lakemont Boulevard, Altamonte Springs, explained the request was the second extension request and completion means different things to different people. The project began in July 2015 and is a complex building with a lot of detail. There are 341 units, 20,000 square feet of commercial space and a garage for 640 cars. The building was also constructed on previously occupied land. When they began construction, they had to deviate from their construction timeline as they experienced delays due to items found buried. Currently, the exterior of the building will look complete by the end of the year, but they are working on items inside the building and have been working with Planning and Zoning and Building staff to comply with the development agreement. There are Planning and Zoning items that need to be completed. The TIF agreement requires green building and there are other details that need to be addressed with green building. Many items will need to be addressed over the coming months, which predicated the extension request to June 30, 2018. Mr. Hayden commented there will be 75 people living in the building by the end of the year and by this time next year, there will be well over 300.





CRA BOARD MEETING OF: August 14, 2018

NEW BUSINESS

AGENDA ITEM: 14.D.

SUBJECT:

Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2018 Annual Conference on October 24-26, 2018 in Fort Myers, Florida

SUMMARY:

The Florida Redevelopment Association (FRA) annual conference will be held on October 24-26, 2018 at Sanibel Harbour Marriott Resort & Spa in Fort Myers, Florida. The deadline to register is October 9, 2018 (Attachment A).

The FRA is our agency's statewide professional organization under the Florida League of Cities. The conference always provides great information to staff and board members on CRA related issues, best practices, programs and legislative updates (Attachment B).

The CRA Board established a policy during fiscal year 2016-2017 that only two members of the CRAAB are permitted to attend the FRA Annual Conference. At their meeting held on August 2, 2018, the CRAAB approved sending Anthony Barber and the second member to be selected at their September 6, 2018 meeting.

FISCAL IMPACT:

FY 2017–2018 Budget, General Fund, Line Item 01-51010-225. Conference registration is \$395 plus mobile tour \$49, 2 nights hotel \$550, per diem and mileage \$300 +/-.

CRA PLAN/PROJECT/PROGRAM:

N/A

CRAAB RECOMMENDATION:

N/A

CRA BOARD OPTIONS:

Attendance to be determined based on CRA board discussion and consideration.

ATTACHMENTS:

Description

- Attachment A: FRA Registration Form
- Attachment B: Tentative Program Schedule
- **Attachment C: Conference Hotel Information**



Florida Redevelopment Association October 24-26, 2018 Sanibel Harbour Marriott Resort & Spa

We look forward to seeing you! If you are paying by check, you are welcomed to send this completed form to us with the check. However, if you would like to pay by credit card (Visa or MC), you will need to register online, at http://redevelopment.net/2018-annual-conference/. Please complete a form for each registrant with all fees payable to **FRA Annual Conference**, P.O. Box 1757, Tallahassee, Florida, 32302-1757. Visa or MasterCard payments are accepted online only. Note: FRA dues must be paid by October 1, 2018 to receive the member rate. Conference registration deadline is October 9, 2017. Cancellations must be made in writing by the close of business on October 15, 2018 to receive a refund and will be subject to a \$50 processing fee.

Full Name:			_ Nickname:		
Title:		 Organization _			_
Mailing Address:		 	_City:	State:	
Zip:	_ Phone:	 Email:			
Guest** (if purch	asing):	 	Nickname:		

REGISTRATION TYPE (see notes page two)	MEMBER	NON - MEMBER	SUB-TOTALS
Full Registration	\$ 395	\$ 480	
Wednesday, Oct. 24 Only	\$ 325	\$ 350	
Thursday, Oct. 25 Only	\$ 345	\$ 375	
Guest/Spouse	\$ 315	\$ 345	
CRA Boot Camp Wednesday, Oct. 24 8:00 a.m. – 11:00 a.m.	\$ 49	\$ 49	
Mobile Tour Wednesday, Oct. 24 8:00 a.m 11:00 a.m. Fort Myers CRA Districts (Space available basis)	\$49 each		\$
Fulltime Student (sessions only)	COMP	COMP	COMP
GRAND TOTAL			\$

See next page for payment information



Florida Redevelopment Association October 24-26, 2018 Sanibel Harbour Marriott Resort & Spa

Registration Payment Notes

www.redevelopment.net

Members: FRA dues must be paid by 10/1/18 to receive the member discount in advance.

Full and Guest registrations include all workshops and meal functions. Guests are spouses, partners or non-professional relations. <u>Guest registration may not be used for staff or company representatives</u>.

One-day registration: Includes workshops and meal functions scheduled for that day only.

Mobile tour and CRA Boot Camp registrations require an additional \$49 fee.

Student Registration is available to full-time university students. Fee includes access to all workshops, but no meal functions.

Extra Tickets: Email **Samantha Pedrosa at** speedrosa@flcities.com to order additional tickets for ticketed functions.

Special Needs: If you have special physical needs, or a dietary preference, please let us know on this registration form.

Payment Type

 Check payable to FRA Annual Conference - please mail check payment for all registrations to FRA Annual Conference, P. O. Box 1757, Tallahassee, FL 32302

Credit Card payments are available online only (Visa or Master Card)

If paying by check, please be sure to send pages 1 & 2 to Samantha Pedrosa at spedrosa@flcities.com or FAX to Samantha at (850) 222-3806.



FLORIDA REDEVELOPMENT ASSOCIATION 2018 ANNUAL CONFERENCE

Tentative Program

WEDNESDAY, OCTOBER 24, 2018

Mobile Tour of Fort Myers CRA (separate registration) 8:00 a.m. – 11:15 a.m.

CRA Boot Camp (separate registration)

8:00 a.m. – 11:15 a.m.

We will be covering what you need to know generally and where to go to learn more about Community Redevelopment Agencies (CRAs) in Florida. Geared towards policy setters, administrators and volunteers, this will be a review and an outline of the top issues with CRAs in Florida. We will share real life examples of how others have dealt with and met the challenges that can come up in any CRA. Space is limited.

Welcome Luncheon in the Exhibit Hall

11:00 a.m. – 12:30 p.m.

Welcome Plenary Session and Keynote Presentation

12:45 p.m. − 2:00 p.m.

The Community Reinvestment Act for Community Redevelopment Agencies

2:15 p.m. – 3:15 p.m.

Learn about the Community Investment Act (CRA) and how city and county CRAs can partner with banks to meet community development needs. Examples of economic development, small business support, affordable housing as well as revitalization and stabilization will be discussed. The session will include a presentation and exercise in identifying bank Community Reinvestment Act opportunities. You will leave with a general knowledge of the Act and understanding

about how redevelopment areas can use their plan goals and objectives to partner on your projects.

WEDNESDAY, OCTOBER 24, 2018

Speakers: **April A. Atkins**, AICP, Community Affairs Specialist, FDIC; **Lisa Mifflin**, Office of the Comptroller

No Brainer Social Media for Local Small Businesses

2:15 p.m. – 3:15 p.m.

Learn how to sustain your small businesses through education about the fundamentals of marketing and analytics. We will share some valuable strategies necessary to reach new customers and develop brands. These include creative partnerships, measurable results, video testimonials, and other inexpensive but effective deliverables. You can also learn how your city, county, CRA or other program can provide small businesses with a lot of information about simple ideas and tools that help them grow their business in your community.

Speakers: **Michael Corbit**, Director of Business Development for CareerSource Palm Beach County; **Jamil Donith**, Social Media Consultant for the Boynton Beach CRA; and **Theresa Utterback**, Development Services Manager, Boynton Beach CRA

Engaging the Underserved Community

2:15 p.m. – 3:15 p.m.

Emphasis will be on reviewing the PROCESS for getting projects funded, or issue included in the plan, or supporting certain issues before a CRA Board. Our "Diversity Session" later on will dig into any ideas or suggestions on actual actions that has been effective in building trust in a community. In both sessions, you can actively engage in the discussion.

2019 Legislative Outlook for CRAs

3:30 p.m. – 5:00 p.m.

How to Deal with Construction in Support of Businesses

3:30 p.m. – 5:00 p.m.

It does not last forever it just seems that way – street construction in front of your valued and vital businesses. How can you mitigate the effects, in the best and most effective manner? Our panel will tell stories about what works and what didn't, and why. Don't miss the opportunity to learn from those that have been there and can still talk about it!

Moderator: Adam Rosmell, Burkhardt Construction

WEDNESDAY, OCTOBER 24, 2018

Land Use and Economics

3:30 p.m. – 5:00 p.m.

Learn the latest on land use economics and gain an understanding about how it is an effective tool for managing growth, making smart redevelopment decisions using land value as a guide. Joe Minicozzi, Urban3's principal and innovative planner, will lead the presentation overview and guide participants in the discussion. We will also discuss a case study in Gainesville, Florida, where Urban3 conducted an analysis to put the theories to work. The practical and on-the-ground application of the study revealed benefits and challenges that come with a greater understanding of economic visualizations. Want to know what things are important to measure, and how it is customizable to your community? This information can get officials, citizens and volunteers excited about your efforts.

Speakers: **Joe Minnicozzi**, Urban3, LLC; **Sarah Vidal-Finn**, Director, Gainesville Community Redevelopment Agency.

Reception in the Exhibit Hall

5:30 p.m. – 7:30 p.m.

Meet the private sector supporters of Florida redevelopment and learn what they are doing in various areas around the state. Leave your business cards to be eligible for great give-aways.

THURSDAY – OCTOBER 25, 2018

Revitalizing Communities through Strategy and Infrastructure Initiatives 8:00 a.m. – 9:00 a.m.

This session will share successful strategies to revitalize communities. We will look at case studies, one large and one small, on how redevelopment efforts resulted in more vibrant and livable communities. How they did it, through partnerships, incentives, and initiatives, is the focus of each case study. Attendees will learn about practical and readily available tools from experts in engineering, planning, and economic development.

Moderators: **Cyndi Jantomaso**, President, Haines City Economic Development Council, Inc. and **Adriana Trujillo-Villa**, Public Works Operations Manager, City of Haines City

Speakers: Addie Javed, Public Works Director, City of Haines City;

Tom Polk, Impact Fee Administrator, Sarasota County; and

Kelley Klepper, Project Manager, Kimley Horn

Analyzing Internal Data with OneNote and GIS

8:00 a.m. – 9:00 a.m.

Learn how to use OneNote and GIS online applications to integrate the myriad of plans for your city and special districts. You can get more out of both government plans and consultant reports, by matching redevelopment goals to the strategies and implementation tools you have available. Any agency with their own files on hand is welcome to contribute them to help us identify what data is important to what redevelopment strategies. We will leave with a good base knowledge on how to analyze internal data using tools readily available and demonstrate exactly how it can be done.

Moderator: Jeffrey Burton, CRA Director, City of Palmetto

Speakers: **Wes Benge**, Strategic Plan Specialist, City of Palmetto; **Zachary Schwartz** - GIS Specialist, City of Palmetto; and **Nicole Tremblay** - Strategic Plan Specialist, City of Palmetto

Murals and Other Ways to Succeed with Public Art in Your Community 8:00 a.m. – 9:00 a.m.

This session will review and discuss the current trends, best practices and critical issues for public art programs in urban settings. Working with transportation groups, private developers and local officials will be discussed. Come see what can be done with artists to create stunning murals. We will talk about it all – join in the conversation and bring your questions!

THURSDAY – OCTOBER 25, 2018

Moderator and Speaker: **Melissa LeBaron Davies**, Project Coordinator for Arts Programs, City of Tampa; **Jorge Camejo**, CRA Director, City of Hollywood CRA

Key Elements of Successful Neighborhood Transformation

9:15 a.m. – 10:15 a.m.

We will present examples of how to successfully transform a neighborhood. The presentation will include how a holistic approach that addresses the environmental, built and social aspects of communities can work. In these examples, areas came alive through great design, and walkable, flexible spaces. They were also designed to adapt to changing markets. Don't think it will work for you? Join us!

Speakers: **Felix Deloatch,** Senior Associate, Associate AIA; **Troy McGhee**, Principal, AICP, LEED AP; and **Tom Gallas,** Chief Executive Officer and National Capital Planning Commissioner, CPA, LEED AP BD+C

Good Properties Gone Bad - Redevelopment of Environmentally Challenging Sites

9:15 a.m. - 10:15 a.m.

This interactive discussion will consider the challenges of redeveloping brownfield sites – and the variety of remedies. How do you create a vibrant catalyst site for your community? How clean is clean? We will leave with an understanding of redevelopment options for sites with environmental issues, and potential funding resources for the cleanup and revitalization of an existing site.

Speakers: **Frank L. Hearne**, Esquire, Terracon; **Stephanie Seawright**, Project Manager, City of Gainesville CRA; **Mark Milligan** P.G., Environmental Manager, Terracon; and **Brad Tompa** P.G., Environmental Manager, Terracon

Taking it to the (Complete) Streets

9:15 a.m. – 10:15 a.m.

The session will describe how a four-lane undivided roadway was successfully transformed into a "complete street". The project was completed in May 2017 at \$1.875 million. This case study will overview the public process, including takeaways for proper communication with the public, advisory boards, partners, and agencies. We will hear from these partners about the pitfalls, resources, and opportunities for creative coordination in capital project planning. The experience gained from this project will be passed on to you, including tips on urban design theory for complete street making.

THURSDAY – OCTOBER 25, 2018

Speakers:

Kyle Dudgeon, Economic Development/CRA Manager, City of Winter Park; TBA

Do's and Don'ts of Marketing & Special Events (Activating Spaces)

10:30 a.m. − 11:30 a.m.

Many CRA's sponsor or produce events, programs and campaigns to activate public spaces and reinvent blighted commercial districts. This session will highlight creative strategies to ensure statutory compliance while producing engaging community events or campaigns designed to further your CRA goals. Attendees will gain valuable insight to ensure that their existing or future event programs and marketing campaign strategies contain the specific elements necessary to meet or exceed statutory guidelines.

Speakers: **Sharon West McCormick**, Director of Business Attraction & Marketing, RMA and **Claudia McKenna**, Esq., CRA Attorney, Community Redevelopment Legal Services

Meeting Your CRA's Plan through Bank Partnerships

10:30 a.m. – 11:30 a.m.

Our panel of Community Development Financial Institutions (CDFI's) as partners in redevelopment will share what resources they have for a city, county or community seeking loan support and resources. We will discuss community development loans, small business loans and technical assistance of all kinds. Learn how to plug into your financial community as a CRA or governmental entity.

Moderator: Lisa Mifflin, Office of the Comptroller

Lunch in the Exhibit Hall

11:30 a.m. – 1:15 p.m.

1:30 p.m. - 2:45 p.m. **Keynote Presentation**

Neda Navab, Associate Director, Urban Systems, at Sidewalk Labs

Supporting Diversity: Gaining and Keeping the Community's Trust 3:00 p.m. – 4:30 p.m.

LDRs and CRAs

3:00 p.m. – 4:30 p.m.

Are there any examples of "relief" given to CRA's from land development regulations in a municipal or county comprehensive plan. For instance, are there any CRA's that have separate or different heights, densities, set-backs from the rest of the City to which they belong? In some cities, certain land uses are allowed only in CRA areas. How is this working out?

Moderator: Joan Oliva, CRA Director, City of Lake Worth

Speakers: **Elizee Michel,** CRA Director, West Gate Belvedere Palm Beach County; **Karissa Rojas-Norton,** CRA Manager, City of Largo; and Redevelopment Planner regarding top ten things to know.

Expert Reveal: Redevelopment Housing

3:00 p.m. – 4:30 p.m.

The topic is housing in redevelopment areas, and not necessarily affordable, but all kinds of housing. Our five panelists from the public and private sector will each be asked to answer questions of our moderator, and the audience, relative to how CRAs most successfully can support housing redevelopment projects. Whether infill, workforce, market or luxury, we will pepper the panelists with our incisive questions while we have this rare opportunity to pick their brains!

Moderator: Evan Johnson, Tindale Oliver, Senior Project Manager

Awards Dinner

This year we are jazzing up the ceremony to be a celebration that is a lot of fun for all. We will recognize the winners of the 2018 Redevelopment Awards, and graduates of the FRA Academy.

FRIDAY - OCTOBER 26, 2018

Breakfast

7:30 a.m. - 9:00 a.m.

No worries, you don't have to appear at this hour, but beverages and a full hot breakfast will be waiting!

Business Meeting

8:30 a.m.

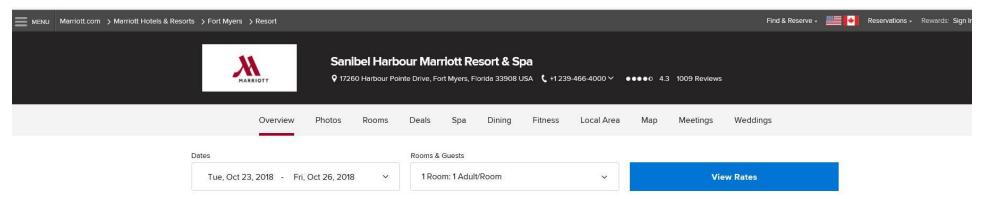
Awards Showcase

9:00 a.m. - 10:15 a.m.

A fast paced and fun celebration of the details of our winners' successes, big and small.

10:30 am Keynote Presentation *Joseph Parilla*, Brookings Metropolitan Policy Program

12 noon ADJOURN







CRA BOARD MEETING OF: August 14, 2018

NEW BUSINESS

AGENDA ITEM: 14.E.

SUBJECT:

Consideration of Purchase of the Property Located at 106 NE 3rd Avenue

SUMMARY:

In June, 2017 the Grav Inc., as owner, contacted the CRA with respect to selling the property located at 106 NE 3rd Avenue.

Due to the proximity of the property to Town Square and the recommended land use/zoning of mixed-use medium (Attachment I - Location Map) an appraisal was ordered and is provided as Attachment II.

The appraised value of the lots as determined by Vance Real Estate Service is \$80,100. The owner has agreed to a sales price of \$100,000.00.

The property is adjacent to the Express Food & Beverage store located on the corner of E. Boynton Beach Blvd. & Seacrest Ave (Attachment III - Express Food & Beverage). This is a signficant corner for redevelopment.

FISCAL IMPACT:

\$100,000.00 plus closing costs from Budget Line Item 02-58200-401

CRAPLAN/PROJECT/PROGRAM:

2016 CRA Redevelopment Plan - Boynton Beach Boulevard District

CRAAB RECOMMENDATION:

CRAAB approved the purchase of 106 NE 3rd Avenue in the amount of \$100,000.00 on August 2, 2018.

CRA BOARD OPTIONS:

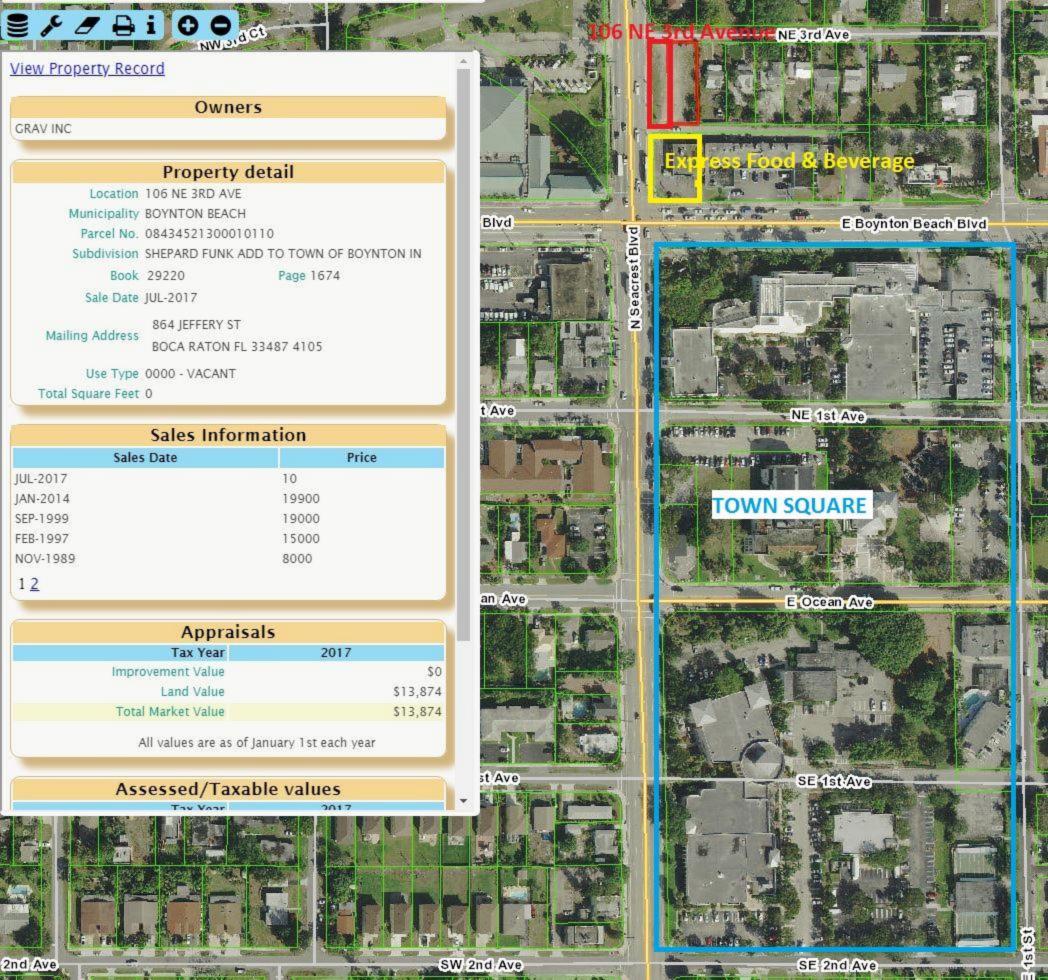
1. Approve the purchase of the property located at 106 NE 3rd Avenue.

- 2. Do not approve the purchase of the property located at 106 NE 3rd Avenue.
- 3. Provide alternative direction to CRA staff.

ATTACHMENTS:

Description

- Attachment I Location Map
- Attachment II Appraisal
- Attachment III Express Food & Beverage



APPRAISAL REPORT

VACANT LOT 11 & VACANT PARTIAL LOT 12 106 NORTHEAST 3 AVENUE BOYNTON BEACH, FLORIDA 33435

by

Vance Real Estate Service 7481 Northwest Fourth Street Plantation, Florida 33317-2204

for

Boynton Beach Community Redevelopment Agency 710 North Federal Highway Boynton Beach, FL 33435

July 2, 2018

Vance Real Estate Service

July 2, 2018

Boynton Beach Community Redevelopment Agency 710 North Federal Highway Boynton Beach, FL 33435



RE: Vacant Lot 11 & Vacant partial Lot 12, 106 Northeast 3 Avenue, Boynton Beach, FL 33435 (*Legal description is in the report.*)

Ladies and Gentlemen:

In fulfillment of our agreement, we transmit our Appraisal Report, in which we develop an opinion of market value for the fee simple estate in the referenced real property as of July 2, 2018. The report sets forth our value conclusion, along with data and reasoning supporting our opinion.

This report was prepared for and our professional fee billed to Boynton Beach Community Redevelopment Agency. Our analyses have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019). This report is for exclusive use of the client for possible acquisition.

Jesse B. Vance, Jr. and Claudia Vance visited the property. If you have questions or further needs, please contact the undersigned.

As a result of our analyses, we have developed the following opinion of the market value of the appraised property, subject to definitions, certifications, and limiting conditions set forth in the attached report.

EIGHTY THOUSAND ONE HUNDRED DOLLARS \$80,100

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SEVENTY-FOUR (74) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)

Respectfully submitted,

Jesse B. Vance, Jr., MAI, SRA, ASA

State-Certified General Real Estate Appraiser RZ-85

Claudia Vance, MAI

State-Certified General Real Estate Appraiser RZ-173

MBA in REAL ESTATE DEVELOPMENT & MANAGEMENT

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INTRODUCTION



Appraised land looking east from N Seacrest Blvd



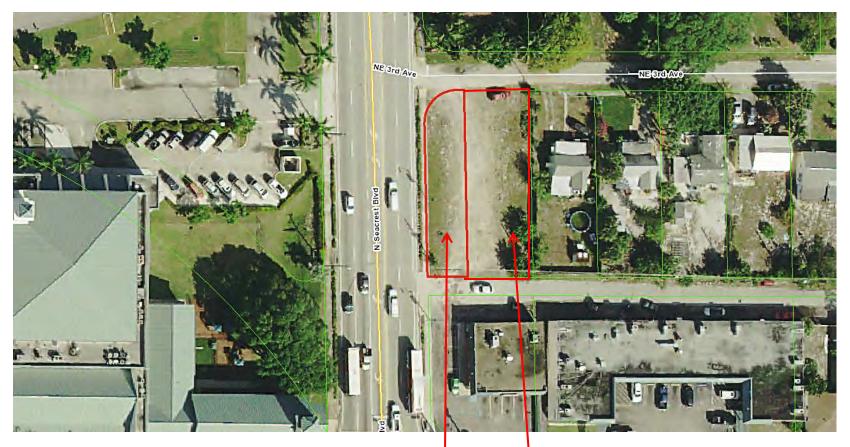
Appraised land looking southwest from NE 3 Avenue



Appraised land looking southeast from N Seacrest Blvd

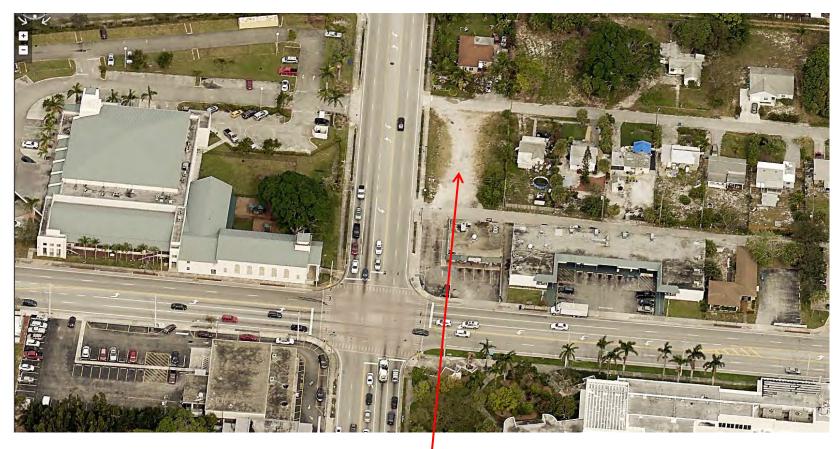


Alley to the south of the appraised land, looking east



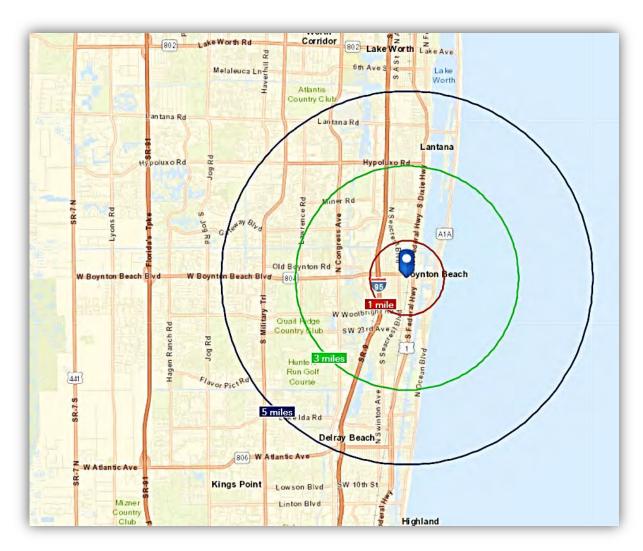
Parcel 0120 Parcel 0110

AERIAL VIEW OF THE APPRAISED LAND 106 NORTHEAST 3 AVENUE BOYNTON BEACH, FL 33435



SUBJECT PROPERTY

AERIAL VIEW OF THE IMMEDIATE AREA OF THE APPRAISED LAND



1-3-5 MILE RADII FROM THE VALUED PROPERTY 106 NE 3 Avenue Boynton Beach, Florida



Demographics

106 NE 3rd St, Boynton Beach, Florida, 33435 Rings: 1, 3, 5 mile radii

VANCE REAL ESTATE SERVICE

Latitude: 26.52722 Longitude: -80.06063

	1 mile	2 miles	F miles
	1 mile	3 miles	5 miles
Population			
2000 Population	12,290	66,432	156,35
2010 Population	12,570	74,535	173,36
2018 Population	14,715	82,126	188,71
2023 Population	16,002	87,644	199,92
2000-2010 Annual Rate	0.23%	1.16%	1.049
2010-2018 Annual Rate	1.93%	1.18%	1.039
2018-2023 Annual Rate	1.69%	1.31%	1.169
2018 Male Population	49.2%	47.8%	47.79
2018 Female Population	50.8%	52.2%	52.39
2018 Median Age	41.9	44.4	47

In the identified area, the current year population is 188,716. In 2010, the Census count in the area was 173,369. The rate of change since 2010 was 1.03% annually. The five-year projection for the population in the area is 199,929 representing a change of 1.16% annually from 2018 to 2023. Currently, the population is 47.7% male and 52.3% female.

Median Age

The median age in this area is 41.9, compared to U.S. median age of 38.3.

Race and Ethnicity			
2018 White Alone	47.9%	60.2%	64.9%
2018 Black Alone	45.0%	31.6%	26.4%
2018 American Indian/Alaska Native Alone	0.3%	0.3%	0.3%
2018 Asian Alone	1.1%	1.8%	2.2%
2018 Pacific Islander Alone	0.0%	0.0%	0.0%
2018 Other Race	3.2%	3.4%	3.6%
2018 Two or More Races	2.5%	2.7%	2.5%
2018 Hispanic Origin (Any Race)	13.9%	16.6%	16.9%

Persons of Hispanic origin represent 16.9% of the population in the identified area compared to 18.3% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 64.6 in the identified area, compared to 64.3 for the U.S. as a whole.

Households			
2000 Households	4,774	29,007	68,478
2010 Households	4,923	32,125	74,967
2018 Total Households	5,861	35,382	81,185
2023 Total Households	6,417	37,793	85,967
2000-2010 Annual Rate	0.31%	1.03%	0.91%
2010-2018 Annual Rate	2.14%	1.18%	0.97%
2018-2023 Annual Rate	1.83%	1.33%	1.15%
2018 Average Household Size	2.50	2.29	2.30

The household count in this area has changed from 74,967 in 2010 to 81,185 in the current year, a change of 0.97% annually. The five-year projection of households is 85,967, a change of 1.15% annually from the current year total. Average household size is currently 2.30, compared to 2.29 in the year 2010. The number of families in the current year is 46,505 in the specified area.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023. Esri converted Census 2000 data into 2010 geography.

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Demographics

106 NE 3rd St, Boynton Beach, Florida, 33435 Rings: 1, 3, 5 mile radii

VANCE REAL ESTATE SERVICE

Latitude: 26.52722 Longitude: -80.06063

			. 9
	1 mile	3 miles	5 miles
Median Household Income			
2018 Median Household Income	\$46,115	\$50,401	\$52,750
2023 Median Household Income	\$54,030	\$56,837	\$60,244
2018-2023 Annual Rate	3.22%	2.43%	2.69%
Average Household Income			
2018 Average Household Income	\$72,997	\$72,052	\$77,500
2023 Average Household Income	\$87,516	\$85,058	\$91,723
2018-2023 Annual Rate	3.69%	3.37%	3.43%
Per Capita Income			
2018 Per Capita Income	\$29,981	\$31,695	\$33,753
2023 Per Capita Income	\$36,108	\$37,319	\$39,838
2018-2023 Annual Rate	3.79%	3.32%	3.37%
Households by Income			

Current median household income is \$52,750 in the area, compared to \$58,100 for all U.S. households. Median household income is projected to be \$60,244 in five years, compared to \$65,727 for all U.S. households

Current average household income is \$77,500 in this area, compared to \$83,694 for all U.S. households. Average household income is projected to be \$91,723 in five years, compared to \$96,109 for all U.S. households

Current per capita income is \$33,753 in the area, compared to the U.S. per capita income of \$31,950. The per capita income is projected to be \$39,838 in five years, compared to \$36,530 for all U.S. households

Housing			
2000 Total Housing Units	5,871	34,928	81,699
2000 Owner Occupied Housing Units	3,143	20,914	51,845
2000 Renter Occupied Housing Units	1,631	8,093	16,633
2000 Vacant Housing Units	1,097	5,921	13,221
2010 Total Housing Units	6,710	41,067	93,339
2010 Owner Occupied Housing Units	2,934	20,608	52,623
2010 Renter Occupied Housing Units	1,989	11,517	22,344
2010 Vacant Housing Units	1,787	8,942	18,372
2018 Total Housing Units	7,853	44,352	99,414
2018 Owner Occupied Housing Units	3,148	20,580	52,492
2018 Renter Occupied Housing Units	2,712	14,802	28,694
2018 Vacant Housing Units	1,992	8,970	18,229
2023 Total Housing Units	8,533	46,852	104,654
2023 Owner Occupied Housing Units	3,549	22,401	56,497
2023 Renter Occupied Housing Units	2,867	15,391	29,469
2023 Vacant Housing Units	2,116	9,059	18,687

Currently, 52.8% of the 99,414 housing units in the area are owner occupied; 28.9%, renter occupied; and 18.3% are vacant. Currently, in the U.S., 56.0% of the housing units in the area are owner occupied; 32.8% are renter occupied; and 11.2% are vacant. In 2010, there were 93,339 housing units in the area - 56.4% owner occupied, 23.9% renter occupied, and 19.7% vacant. The annual rate of change in housing units since 2010 is 2.84%. Median home value in the area is \$217,639, compared to a median home value of \$218,492 for the U.S. In five years, median value is projected to change by 2.71% annually to \$248,743.

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023. Esri converted Census 2000 data into 2010 geography.

2018 Esri Page 2 of 2

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED: Vacant Lot 11 & Vacant partial Lot 12

106 Northeast 3 Avenue Boynton Beach, FL 33435

OWNERSHIP: GRAV, Inc.

864 Jeffery Street Boca Raton, FL 33487

LAND AREA: Lot 11: 7,150 square feet

Lot 12, part: 4,291 square feet Total: 11,441 square feet

(Size is from public records, no sketch of survey is

available for review)

IMPROVEMENTS: None

ZONING: "R-2", Single and two-family residential district in

the city of Boynton Beach

FUTURE LAND USE: "MU-Med", Mixed Use Medium intensity, in the

city of Boynton Beach

APPRAISAL PURPOSE: To develop an opinion of market value

INTEREST APPRAISED: Fee simple

CURRENT USE: Vacant land

HIGHEST AND BEST USE: Any mixed use permitted in the future "MU-Med"

land use district when the appraised land is assembled with other parcels to a minimum standard land area of 0.75 of an acre (32,670 square

feet).

VALUE BY THE SALES COMPARISON APPROACH:

EIGHTY THOUSAND ONE HUNDRED DOLLARS \$80,100

VALUATION DATE: July 2, 2018

Exposure Time: 6 months prior to selling at the appraised value

DESCRIPTIONS, ANALYSES, CONCLUSIONS

APPRAISAL REPORT

This is an APPRAISAL REPORT that complies with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2018 - 2019)

2-2(a)(i) State the identity of the client; state the identity of any intended users by name or type;

The client and intended user of this report is the Boynton Beach Community Redevelopment Agency.

2-2(a)(ii) State the intended use of the appraisal;

The intended use of the appraisal is for possible acquisition of the appraised property. Any other use is not intended.

2-2(a)(iii) Summarize information sufficient to identify the real involved in the appraisal, including the physical, legal and economic property characteristics relevant to the assignment;

Owner: GRAV, Inc.

864 Jeffery Street

Boca Raton, FL 33487

Property Address: 106 Northeast 3 Avenue

Boynton Beach, FL 33435

Legal Description: Lot 11 and part of Lot 12, Block 1, SHEPARD-

FUNK ADDITION TO THE TOWN OF BOYNTON, FL, Plat Book 2, page 15, Palm Beach County, FL (Complete legal description on

the acquiring deeds in the Addenda)

Census Tract No. 61

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Real Estate Tax: Parcel Control Numbers: 08 43 45 21 30 001 0110

& 0120

Land Value: \$27,748
Improvement Value: -0Total Market Value: \$27,748
Assessed Value: \$27,748

Ad Valorem Tax: \$ 592 Non Ad Valorem Tax: \$ -0-Total Tax: \$ 592

No exemptions for this property.

Properties are assessed in arrears by the county property appraiser. The tax bill is issued in November and a 4% discount is given to a tax payer if the amount is paid in November. The discount diminishes until March, when the tax is due and payable.

In Florida, the taxable (assessed) value for non-homesteaded properties can be increased to a maximum of 10% per year, from tax year 2009 going forward, based on a constitutional amendment voted on by the electorate of the state. There are some exceptions which relate to school taxing districts. However, the millage of the city can increase; thus, real estate taxes can continue to increase from year to year. The 10% per year increase cap accounts for the difference between the Total Market Value of the appraised property and the Assessed Value.

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Market Area Description: Boundaries and Market Composition & Transportation Infrastructure

The general market area is the City of Boynton Beach in eastern-central Palm Beach County. Population of the city is about 72,000 residents; land area of the municipality is about 16 square miles situated between Delray Beach on the south and Lake Worth on the north. The town was named for an early developer, Nathan Boynton, a former major in the Union Army in the Civil War. The city was founded in 1898 and incorporated in 1920. Most of the original buildings were destroyed in the hurricane of 1926, though a few remain. Others which were constructed in the early 1920's are still in use with repairs and replacements over the decades. Time and economic trends take a toll on properties; thus, in 1984 a redevelopment plan was adopted for the Community Redevelopment Area (CRA) in the city. It covers 1,650 acres in the central part of the municipality west of the Intracoastal Waterway.

One of the districts in the CRA is the immediate subject market area known as the Boynton Beach Boulevard corridor, extending from the Florida East Coast (FEC) Railroad on the east to Interstate 95 on the west. The width of this district is narrow only several blocks from NE 3 Avenue on the north to Ocean Avenue a few blocks to the south. Another district in the CRA, Heart of Boynton (HOB), contains 380 acres, sitting to the north of the subject district. The Downtown District is to the east; the Cultural District is to the south.

Agriculture and farming had been important activities in past centuries in Boynton Beach. Commerce came to the area when Henry Flagler extended the Florida East Coast Railway from West Palm Beach to Miami in 1896. The railroad was the main mode of transportation to bring visitors and manufactured products to the city as well as transporting produce grown in the vicinity out of the area to other cities in the southeastern United States. Now the railroad is primarily used for freight transportation and the new Brightline rapid passenger service; however, there are no depots in the city for this train.

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

Boynton Beach Boulevard is the principal east-west artery in the subject market area, having an interchange with Interstate 95 on the west side of the subject district. The boulevard continues west through Palm Beach County to its terminus at State Road 7/ U S Highway 441. Two miles east of State Road 7, it has an interchange with Florida's Turnpike. Boynton Beach Boulevard commences on the east at U S Highway 1, just to the east of the FEC Railroad. U S Highway 1 is the main north-south artery through eastern Palm Beach County and extends along the eastern seaboard of the United States.

Seacrest Boulevard is a main north-south artery through the City of Boynton Beach and south into Delray Beach. Martin Luther King, Jr. Boulevard is an east-west thoroughfare through the Heart of Boynton. The immediate subject market area is easily accessible by main roads and Interstate 95.

Property types in the Boynton Beach Boulevard district are smaller, older commercial establishments flanking the boulevard. At the signalized intersection of Boynton Beach Boulevard and Seacrest Boulevard are the existing City Hall complex, United States Post Office and a house of worship complex. The City Hall complex will be demolished and replaced by the Boynton Beach Town Square project which will be described in the Economic Trends sub-section of this report. To the north and south of Boynton Beach Boulevard are older single family residences and a few small multi-family properties.

Population Trends

The demographic survey in the beginning of the report of 1, 3, and 5 mile radial circles from the appraised property shows the median household income for 2018 in the one-mile radius is \$46,115, for three miles it is \$50,401, and \$52,750 for the five mile circle. All are lower than the median household income for Palm Beach County of \$54,400, even though the east parts of the circles include the residents all the way to the Atlantic Ocean.

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

In the one-mile circle, population is 14,715. In three miles, population increases to 83,126; at five miles, it is 188,716. However, about one-third of the three and five mile circles are over the Atlantic Ocean. Annual growth rate is anticipated to be 1.16% to 1.69% in the three circles during the next five years as the economy and job market improves in South Florida and new multi-family residential complexes are constructed. The median age in the market area is 41.9 years compared to the U. S. median age of 38.3 years. 53% of the housing units are owner occupied, with 29% rented. The percentage of renters is higher in this market because many of the single family houses are owned by investors who purchased them after the economic crash in 2008. Vacancy is reported to be 18%; however, this amount is high due to the undercount of the other two categories. Median home value in the five-mile area is \$217,639, including waterfront homes, compared to median home value of \$218,492 in the United States.

The life cycle stage of the market area is stability, a period of equilibrium without marked gains or losses, after a period of decline. The purpose of the Boynton Beach Community Redevelopment Plan is to revitalize the market area with new housing options and business opportunities. After decades of planning and purchasing properties for redevelopment, the CRA Plan has tangible results as will be discussed in Economic Trends.

Economic Trends

During 2005-2006, the subject market area was experiencing a rise in property prices due primarily to the availability of financing with adjustable rate mortgages. Interest rates adjusted upward, but rental rates of multi-family properties did not. For single family residences, interest rates on mortgages adjusted upward, but homeowners' incomes did not increase. Scenarios were the same for many property types, all with the same result of owners' inability to make the payments and mortgages foreclosed. This situation was exacerbated by the economic crash in late 2008, followed by the Great Recession.

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

The foreclosure cycle appears to have ended. Currently, sales are between individuals or investors who previously purchased the properties from foreclosing lenders. Current buyers will reside in the properties or hold them in their investment portfolios.

Third party lenders are providing financing to investors and residents, at high loan to price ratios. Sale prices for single-family residences in the subject market area and close vicinity are in the range of \$85,000 to \$180,000, depending on building size, age and condition. Price range for multi-family dwellings are from about \$70,000 to \$100,000 per unit based on the same factors. Land unit prices are mostly from about \$4.00 to \$7.00 per square foot.

Revitalization in the CRA is taking place along US Highway 1, in the southern part of the corridor near Ocean Avenue and Boynton Beach Boulevard with projects such as 500 Ocean, with 341 residential units, 20,000 square feet of retail space and 6,000 square feet of office. Ocean One at 114 N Federal Highway is planned for 358 apartments, 12,075 square feet of retail, 120 hotel room and 439 parking spaces. The Villages at East Ocean Avenue were approved for 371 dwelling units and 15,757 square feet of commercial space.

Town Square, a major redevelopment project, will take place in three sections extending from the south side of Boynton Beach Boulevard south to SE 2 Avenue, encompassing 16.5 acres of land. The north section covers the area of the old city hall and police station which will be demolished and removed. The projects consists of the following:

- North parcel 225 residential units, 120 hotel rooms, 65,000 square feet of office/ retail space and 927 space parking garage
- Middle parcel 200 residential units, 18,887 square feet of retail space
- South parcel 280 residential units, 820 space parking garage, 4,000 public space

Included in the project are spaces for a new city hall, police station, fire station and park. Renovation of the historic high school is part of the project. The first phase of the project is underway.

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

The redevelopment goal is to transform Boynton Beach from a retirement community to a vibrant city where residents can enjoy living and working in an attractive setting.

Conclusion

Zoning:

The immediate subject market area of the Boynton Beach Boulevard corridor district serves as the linkage between the city and the rest of Palm Beach County, and it is the main business district of the eastern part of the city. It is easily accessible by main roads and Interstate 95. The corridor will grow in importance when the Town Square project is completed. Older properties will either be renovated or razed to make way for new ones to take advantage of the wave of development in Boynton Beach and Delray to the south.

Land Use: Medium Density Residential, maximum density

9.58 dwelling units per acre

"R-2", Single and Two-family Residential District with the purpose to implement the medium density residential future land use map classification of the comprehensive plan. The intent of the district is to stabilize and protect existing residential neighborhoods with density no greater than 10 dwelling units per acre, and allow limited types of non-residential uses. Minimum lot area is 4,500 square feet per unit for a duplex; minimum lot frontage is 75 feet.

Single family dwellings shall be constructed on lots that are no less than 6,000 square feet with a width of at least 60 feet and follow the building and site regulations of the "R-1", Single Family District. Excerpt from the zoning code is in the Addenda.

2-2(a)(iii) Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

The appraised site is comprised of two platted lot, with part of the west lot taken in the past for the widening of Seacrest Boulevard. Lot 11 was platted at 50 feet in width; the remainder of Lot 12 appears to be 30 feet. Since Lot 11 was platted prior to the current zoning standards, it appears to be a legal non-conformity to be used as for a single family residence. The size of Lot 12 is substandard for a single family residence. Together, the two lots have a combined width of 80 feet and size of 11,441 square feet, meeting the criteria of 75 foot width for a duplex and 4,500 square feet per unit or 9,000 square feet. **However, determination of use of the sites is made by Boynton Beach City officials.**

Future Land Use:

The recommended future land use for the subject site in the Boynton Beach Boulevard District is "MU-Med", Mixed Use Medium Intensity. The zoning district would potentially be the same. Single family residential use is not permitted in the mixed use districts. Minimum lot area for "MU-Med" is 0.75 of an acre or 32,670 square feet. Individual whole lots in the subject plat contain 7,150 square feet or less. Most probably, five lots would have to be assembled to be of sufficient size for development. Minimum lot frontage is 100 feet. Maximum density is 50 units per acre. An excerpt from the zoning ordinance is in the Addenda.

Permitted residential uses in mixed use districts include two-family dwellings, multi-family dwellings, mixed use, live-work units, and townhouses.

2-2(a)(iii)Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic characteristics relevant to the assignment; (continued)

> Commercial uses are only permitted on arterials and collector roads. Sites on local roads would be restricted to residential uses. City officials make the determination of allowed uses and permitted density of sites.

Site Description:

As will be discussed, the Highest and Best Use of the two appraised lots is for them to be used as one site for either current duplex development or for mixed use in conjunction with lots to the east. In either event, the lots will be described as one site here.

The shape of the site is rectangular, less a radius off of the northwest corner. No sketch of survey is available for review. Approximate size and dimensions are from public records.

North boundary on NE 3 Avenue: 80 feet East boundary on adjacent property: 143 feet South boundary on alley: 80 feet West boundary on Seacrest Boulevard: 143 feet Approximately 11,441 square feet or Total: 0.26 of an acre

All utilities are available to the site. **Utilities:**

Access:

The site is accessible via Seacrest Boulevard, a fourlaned thoroughfare with sidewalks and streetlights, and by NE 3 Avenue, a two-laned, local road with streetlights, but no sidewalks. Seacrest Boulevard has a signalized intersection with Boynton Beach Boulevard one block to the south of the appraised site.

Easements: No sketch of survey to review to note easements. If

they exist, utility easements would most probably be

around the perimeter of the lot.

Improvements: None

Environmental Assessment: No assessment was available for review.

2-2(a)(iv) State the real property interest appraised;

A person who owns all the property rights is said to have *fee simple title*. A fee simple title implies absolute ownership unencumbered by any other interest or estate. Partial interests in real estate are created by selling, leasing, et cetera. Partial estates include *leased fee and leasehold estates*.

The interest appraised is fee simple.

2-2(a)(v) State the type and definition of value and cite the source of the definition;

The purpose of the appraisal is to develop an opinion of market value of the subject property as of July 2, 2018.

MARKET VALUE: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories:

- 1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
- 2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
- 3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale).

Market value appraisals are distinct from appraisals completed for other purposes because market value appraisals are based on a market perspective and on a normal or typical premise. These criteria are illustrated in the following definition of *Market Value**, provided here only as an example.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;
- 2. both parties are well informed or well advised and acting in what they consider their own best interests;
- 3. a reasonable time is allowed for exposure in the open market;
- 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the *Interagency Appraisal and Evaluation Guidelines*, dated December, 2010.

Florida Court Definition: "Market Value is the price that a seller willing, but not compelled to sell, and a buyer willing, but not compelled to buy, would agree to in fair negotiations with knowledge of all the facts." [Source: Fla. Power & Light Co., v. Jennings, 518 So.2d 895 (Fla. 1987)]

2-2(a)(vi) State the effective date of the appraisal and the date of the report;

A) Effective Date of the Appraisal: July 2, 2018

B) Date of the Report: July 2, 2018

2-2(a)(vii) Summarize the scope of work used to develop the appraisal;

The appraisal problem is to develop an opinion of value of the property based on its highest and best use. The appraiser inspected the property and photographed it. A thorough investigation was made into the physical characteristics of the property that could affect its value. The market area was surveyed to determine its stage of the life cycle. Research was conducted to ascertain economic factors that might influence value. Data research consisted of collecting, confirming, and reporting land sales.

The process included searches and analyses, inspections and confirmations, and final reporting. The appraiser examined several sources of sales data, including the multiple listing service, Palm Beach County Appraiser's records, the public records, and data from the appraiser's plant.

For Sales Comparison Approach-Land Valuation, land sales are compared to each other and to the property under appraisement to arrive at an opinion of value.

2-2(a)(viii) Summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained;

The information analyzed and appraisal method used is detailed in the valuation section of the report. Further, the reasoning that supports the analyses, opinion, and conclusion is explained in that section. Cost Approach is not used because there are no structures on the site. The Income Approach is not employed in this appraisal because most land is typically purchased for immediate use, not for lease. Sales Comparison Approach is the best method to value vacant land. Exclusion of the Cost Approach and Income Approach still produce a creditable report.

- SR 1-5 When the value opinion to be developed is market value, if such information is available in the normal course of business:
 - a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal; and

There are no known agreements for sale, options or listings of the subject property as of the effective date of appraisal.

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

Lot 11 and part of Lot 12 were acquired by warranty deed on January 10, 2014 for \$19,900. Ownership was transferred by quit claim deed on July 14, 2017 in a non-arm's length transaction. Copies of the deeds are in the Addenda. The amount of the sale price and date of earlier sale are too far removed from the date of valuation to be of any relevance in this appraisal.

2-2(a)(ix) State the use of the real estate existing as of the date of value, and the use of the real estate or personal property reflected in the appraisal;

The use of the real estate on the date of valuation is vacant land, and it is this use which is reflected in the appraisal. No personal property is included in the valuation.

2-2(a)(x) When an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Physically Possible as Vacant

No soil or subsoil tests are available for review. However, there are residential structures on the surrounding properties. The land is level and filled to street grade. Land size is approximately 11,441 square feet and rectangular in shape. All utilities are available to the site. The site is accessible via Seacrest Boulevard and Northeast 3 Avenue. Physical constraint to develop the site is its size which governs the size and number of potential improvements which can be placed on it.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Legally Permissible as Vacant

Legal restrictions to the development of the site consist of land use designation, building and zoning codes, platting restrictions and restrictive covenants. Land use designation is Medium Density Residential, maximum density 9.58 dwelling units per acre. Recommended future land use is "MU-Med", Mixed Use Medium Density, 50 dwelling units per acre. Minimum lot area would be 0.75 of an acre or 32,670 square feet. The site (two lots) concerned contains 11,441 square feet with a width of 80 feet, not meeting the standards of the "MU-Med" district. It would most probably have to be assembled with adjoining lots to meet the requisite size.

Current zoning is "R-2", One and Two-family residential district. A two-family residence might be permitted; however, single family residence would not be allowed in a mixed use zoning or land use district. The subject site appears to meet the size and width requirement for a duplex to be constructed on the site.

Financially Feasible as Vacant

The third test of Highest and Best Use is economic feasibility. Demand for a certain property type must be evident for it to be feasible. For it to be financially feasible, the use must be marketable and provide the investor with a competitive return when compared with alternate uses. The subject market area has been improved with single-family residences and small multi-family dwellings for almost 100 years. Structures come to the end of their useful lives, improvements are razed and the sites are redeveloped with modern projects. There are examples of this cycle throughout the subject market area. New single family redevelopment projects in the subject vicinity are Ocean Breeze West with 21 homes, Eastview Park with market rate houses ranging from \$255,000 to \$300,000 constructed by D R Horton, and four new houses on West Martin Luther King, Jr. Boulevard sold from \$166,000 to \$195,000. The four houses are the result of the work of the Boynton Beach CRA and Boynton Beach Faith-Based Community Development Corporation. Higher density residential projects or mixed use projects are being constructed to the south of Boynton Beach Boulevard and to the east of Seacrest Boulevard.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Current financially feasibility for the lots concerned is to develop them together with a two-family residence. As discussed, partial Lot 12 is too small to be independently improved. Example of a partial lot and whole lot purchased or used together exist in the immediate subject market area as follows:

- 106 NE 4 Avenue, 1.5 lots purchased in December, 2017 for \$95,000
- 103 NE 3 Avenue, 1.5 lots owned by same entity
- 121 NE 3 Avenue, 2.5 lots owned by same entity
- 127 NE 3 Avenue, 1.5 lots owned by the same entity

The subject lots have been under the same ownerships for many years, with the Highest and Best Use for them to be improved that way. The most probable buyer would be a local developer who is familiar with the revitalization of the subject market area and wanting to be part of it. More intense future development would come when 0.75 of an acre or greater can be assembled.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the appraised property as vacant is currently for a two-family residence. Such uses would be physically possible, most probably legally permissible, financially feasible and maximally productive.

2-2(a)(xi) Clearly and Conspicuously: State all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment result.

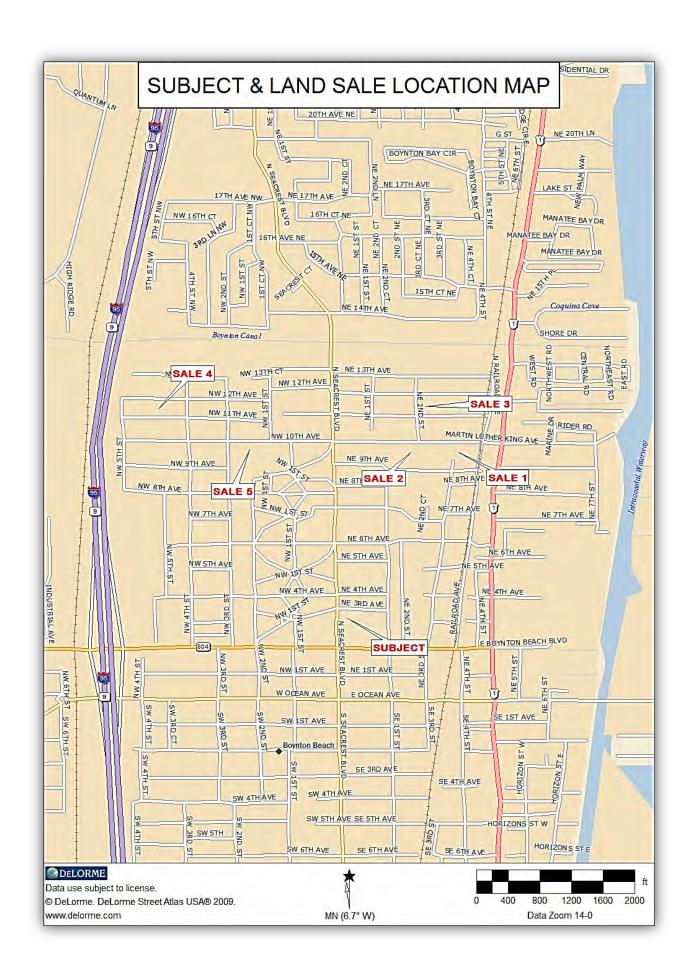
There are no extraordinary assumptions or hypothetical conditions in this report.

2-2(a)(xii) Include a signed certification in accordance with Standards Rule 2-3

See signed certification in report.

SALES COMPARISON APPROACH

LAND VALUATION



SALE NO. 1

LEGAL DESCRIPTION Lot 5, ROBERT WELLS' SUBDIVISION, Plat Book 11, page

66, Palm Beach County, FL, less the north 10 feet for road

RECORDED O. R. Book 29172, Page 1071, Palm Beach County Records

GRANTOR Larann Land Investments, LLC

GRANTEE Boynton Beach Community Redevelopment Agency

DATE OF SALE June 15, 2017

LOCATION 340 East Martin Luther King, Jr. Boulevard

Boynton Beach, Florida

ZONING "R-2", Single and two-family residential district

FUTURE LAND USE "MU-L1", Mixed Use Low Intensity

SALE PRICE \$50,000

LAND SIZE 7,750 square feet (50' x 155')

UNITS OF COMPARISON \$6.45 per square foot

FOLIO NUMBERS 08-43-45-21-04-000-0050

CONDITIONS OF SALE Cash sale. Arm's length transaction.

CONFIRMED Grantee, Boynton Beach CRA

COMMENTS Boynton Beach CRA is acquiring properties in the area to be

assembled into larger sites and readied for redeveloped.



LAND SALE 1
340 EAST MARTIN LUTHER KING, JR. BOULEVARD
BOYNTON BEACH, FL 33435

SALE NO. 2

LEGAL DESCRIPTION Lot 27, Block 1 of E. Roberts Addition to Boynton, FLA, Plat

Book 1, Page 123 of Palm Beach County Public Records.

RECORDED O. R. Book 28358, Page 1638, Palm Beach County Records

GRANTOR Larann Land Investments, LLC

GRANTEE Bride of Christ Tabernacle, Inc.

DATE OF SALE June 6, 2016

LOCATION 199 E. Martin Luther King Blvd. (NE 10 Avenue)

Boynton Beach, Florida

ZONING "R-2" Residential/ Duplex

FUTURE LAND USE "MU-L1", Mixed Use Low Intensity

SALE PRICE \$50,000

LAND SIZE 7,000 square feet (50.00' x 140')

UNITS OF COMPARISON \$7.14 per square foot

FOLIO NUMBER 08-43-45-21-27-001-0270

CONDITIONS OF SALE Arm's length cash transaction.

CONFIRMED Grantee: Mr. Claude Maxime

COMMENTS Purchased by adjacent church for church parking.



LAND SALE 2 199 E MARTIN LUTHER KING, JR. BLVD. BOYNTON BEACH, FL

SALE NO. 3

LEGAL DESCRIPTION Lots 9 and 10, Block 1, THE MEEKS AND ANDREWS

ADDITION TO BOYNTON, Plat Book 5, page 84, Palm Beach

County, FL

RECORDED O. R. Book 29294, Page 1058, Palm Beach County Records

GRANTOR Iran Guzman, et al

GRANTEE Albert Thomas, et al

DATE OF SALE August 10, 2017

LOCATION 309 NE 11 Avenue and 1106 NE 2 Street

Boynton Beach, Florida

ZONING "R-2", Single and two-family residential district

FUTURE LAND USE "MDR", Medium Density Residential

SALE PRICE \$79,000

LAND SIZE 17,629 square feet (approximately 115' x 155')

UNITS OF COMPARISON \$4.48 per square foot

FOLIO NUMBERS 08-43-45-21-22-001-0090, 0100

CONDITIONS OF SALE Cash sale. Arm's length transaction.

CONFIRMED Kelly Louidort for grantee

COMMENTS Two adjacent lots purchased for future residential use.



LAND SALE 3
309 NE 11 Avenue & 1106 NE 2 Street
Boynton Beach, FL

SALE NO. 4

LEGAL DESCRIPTION Lots 340-341, CHERRY HILLS, Plat Book 4, page 58, Palm

Beach County, FL,

RECORDED O. R. Book 29557, Page 221, Palm Beach County Records

GRANTOR FR Investments Group, LLC

GRANTEE PJMC LLC

DATE OF SALE December 21, 2017

LOCATION 515 NW 11 Avenue

Boynton Beach, Florida

ZONING "R-2", Single and two-family residential district

FUTURE LAND USE "MDR", Medium Density Residential

SALE PRICE \$32,500

LAND SIZE 5,000 square feet (50' x 100')

UNITS OF COMPARISON \$6.50 per square foot

FOLIO NUMBERS 08-43-45-21-14-000-3400

CONDITIONS OF SALE Cash sale. Arm's length transaction.

CONFIRMED Juan Franco, grantor

COMMENTS This lot and the one adjacent to the west were purchased for a

total of \$53,000 in August, 2016.



LAND SALE 4
515 NORTHWEST 11 AVENUE
BOYNTON BEACH, FL

SALE NO. 5

LEGAL DESCRIPTION Lot 13 and the East 38 feet of Lot 14, HILLTOP VILLAGE, Plat

Book 24, page 70, Palm Beach County, FL

RECORDED O. R. Book 29551, Page 1131, Palm Beach County Records

GRANTOR Eddie Thomas et al

GRANTEE Boynton Beach Community Redevelopment Agency

DATE OF SALE December 21, 2017

LOCATION 230 West Martin Luther King, Jr. Boulevard

Boynton Beach, Florida

ZONING "R-2", Single and two-family residential district

FUTURE LAND USE "MDR", Medium Density Residential

SALE PRICE \$81,500

LAND SIZE 11,648 square feet (irregular shape)

UNITS OF COMPARISON \$7.00 per square foot

FOLIO NUMBERS 08-43-45-21-09-000-0130

CONDITIONS OF SALE Cash sale. Arm's length transaction.

CONFIRMED Grantee, Boynton Beach CRA

COMMENTS Boynton Beach CRA is acquiring properties in the area to be

assembled into larger sites and readied for redeveloped.



LAND SALE 5
230 W MARTIN LUTHER KING, JR. BLVD.
BOYNTON BEACH, FL

LAND SALE COMPARISON CHART

<u>Land</u> <u>Sales</u>	<u>Sale</u> <u>Date</u>	<u>Sale</u> <u>Price</u>	<u>Size</u> Sq.Ft.	Site Zoning	Price per Square Foot
1 340 E MLK, Jr. Blvd. Boynton Beach, Florida	6/15/2017	\$50,000	7,750	"R-2"	\$6.45
2 199 E. MLK Boulevard Boynton Beach, Florida	06/06/2016	\$50,000	7,000	"R-2"	\$7.14
3 309 NE 11 Ave & 1106 NE 2 St Boynton Beach, Florida	08/10/2017	\$79,000	17,629	"R-2"	\$4.48
4 515 NW 11 Avenue Boynton Beach, Florida	12/21/2017	\$32,500	5,000	"R 2"	\$6.50
5 230 W MLK, Jr. Blvd. Boynton Beach, Florida	12/21/2017	\$81,500	11,648	"R 2"	\$7.00
SUBJECT 106 NE 3 Avenue Boynton Beach, FL	Value Date 07/02/2018	<u>Value</u> \$80,100	11,441	"R-2"	<u>Unit Value</u> <u>\$7.00</u>

SALES COMPARISON APPROACH LAND VALUATION

Of the several methods to develop an opinion of land value, the one considered to be the most reliable is the Sales Comparison Approach. In this method, sales of other similar vacant parcels are compared to the site concerned; then adjusted for differences to arrive at land value. For the opinion to be supportable, there must be an adequate number of sales of similar properties for comparison to the subject.

The steps of sales comparison in Land Valuation are:

- 1) Locate and collect information of recent sales of sites most similar to the land being appraised.
- 2) Verify the sales information with parties to the transactions, including details of financing and any special considerations or non-typical market features.
- 3) Select relevant units of comparison and develop a comparative analysis for each unit.
- 4) Compare and adjust the sales to the subject using the significant, market-derived units of comparison.
- 5) Reconcile all value indications from the comparisons into a single value opinion by this approach.

The appraised vacant land contains 11,441 square feet. Current zoning is "R-2", one and two family-residential district, in the City of Boynton Beach. Recommended future land use is mixed use medium intensity.

A search was made to find recent sales of sites similar to the subject in the Boynton Beach Boulevard corridor district, with none found. The search was widened to include the Heart of Boynton district, immediately to the north of the subject district. Five recent land sales were located in this similar CRA district. The five land sales in the report are most representative of market value for the land being valued. Details of the transactions are on the sale sheets and chart.

The unit of comparison relevant to this valuation is Sale Price per Square Foot of Land. The range of unit prices is from \$4.48 per square foot to \$7.14 per square foot of land.

ELEMENTS OF COMPARISON

Elements of comparison are the characteristics of transactions and properties that cause variation in prices paid for real estate. **The Appraisal of Real Estate** continues by stating that there are basic elements of comparison that may be considered in sales comparison analysis for land valuation. The first group is termed transactional elements being: real property rights conveyed, financing terms, conditions of sale and market conditions. This second group of property elements consists of location, physical characteristics and use. Each element is hereafter addressed.

(Continued)

LAND VALUATION

(Continued)

Real Property Rights Conveyed

A transaction price is always predicated on the real property interest conveyed. Property interests conveyed can either be fee simple (without tenants) or leased fee (subject to leases). An adjustment for property rights conveyed is based on whether a leased fee interest was sold with leases at market rent, or below or above market rent.

In the case of land, there could be a land lease on the site that would create a leased fee interest. The lease amount would require examination to see if the tenant (the leasehold interest) had a value greater than zero. If it is, then the submarket rental rate would give some of the property value to the tenant.

The real property right conveyed in the land sales was fee simple interest, the same interest valued for the land in question. No numerical adjustment is warranted for this element of comparison.

Financing Terms

Financing terms may have a bearing on the price paid for a property. Such terms that may affect price include assuming a mortgage at lower than current interest rates, the seller paying a buydown for the buyer to have a lower interest rate, or the seller providing financing for a transaction at lower than typical institutional rates. In all of these cases, the buyer could have paid higher prices in such transactions to obtain favorable financing.

All of the land sales were in cash, which is the most common form of payment for vacant lots in the subject area. No adjustments are made for this element of comparison.

Conditions of Sale

Condition of sale addresses the motivation of buyers and sellers. Such motivations include a seller accepting a lower than market price for needed cash, a lender selling a previously foreclosed property to comply with regulations imposed on the institution, or a buyer purchasing an adjacent property. Even arm's length transactions may be the result of atypical motivation, such as lack of exposure time to the market, the result of an eminent domain proceeding, or tax consideration.

The land sales cited in this report are arm's length transactions. The Boynton Beach Community Redevelopment Agency (BB CRA) purchased Nos. 1 and 5 in negotiated sales at market prices. Grantors and grantees of Land Sales 2, 3 and 4 were private parties. The data show the BB CRA is paying the market rate for land in the vicinity. No adjustments are necessary for conditions of sale.

(Continued)

LAND VALUATION

(Continued)

Market Conditions

Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of the value estimate require adjustment for any differences that affect their value. The most common adjustment for market condition is time; however, the passage of time itself is not the cause of the adjustment. Market conditions which change over time are the reason to make the adjustment, such as appreciation or depreciation due to building inventory, changes in tax laws, investor's criteria, building moratoriums, fluctuation in supply and demand, et cetera. It is also possible that there is no change in market condition over time.

Four of the sales occurred in 2017, and one in 2016. All of the land sales occurred during market conditions which are similar to those at the time of valuation. Hence, no adjustment is necessary for this element of comparison.

Adjustments for transactional elements of comparison were considered; now, the land sales are likened to the subject and to each other for property elements of comparison.

Location

The location of a property is a key factor in prompting a buyer to purchase it. Location encompasses many aspects such as road frontage, access, traffic count, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, et cetera.

Typically, properties in a neighborhood share some of the same locational characteristics such as age, condition, and style. However, there may be differences such as corner location, view, and zoning, to name a few. Properties of a similar type may be in different locations, yet the locations may share enough similarities to justify comparison. Factors of similarity between locations include average daily traffic counts, zoning and/or land use, and market composition.

Locations of the appraised parcel and the land sales are in central Boynton Beach, where the peak of construction took place in the mid-twentieth century. Redevelopment is occurring because old improvements are razed to make way for new residential and commercial projects, most with the financial support or incentives from governmental and social agencies. Land Sale 1 was purchased by the Boynton Beach Community Redevelopment Agency, the primary buyer of properties in the subject market area. Future plan for the subject market area is to assemble sufficient land to be of a size to be attractive to a private developer to purchase for a new residential, commercial or mixed use project.

Land Sales 1 and 2 border East MLK, Jr. Boulevard, a main neighborhood thoroughfare with an improved streetscape. Land Sales 3 and 4 are situated along neighborhood streets. No. 5 fronts West MLK, Jr. Boulevard, west of Seacrest Boulevard. Sales 1 and 2 are in a future land use district potentially permitting 20 dwelling units per acre for a mixed use project if they are part of a larger parcel containing at least 0.50 of an acre. The appraised site is in a future land use district potentially permitting 50 dwelling units per acre for a mixed use; however, the minimum size is 0.75 of an acre, requiring assemblage of at least three lots to the east.

(Continued)

LAND VALUATION

(Continued)

For Land Sales 3, 4 and 5, future density by land use would be 11 units per acre, or they could be improved with single family dwellings or two family dwellings. The new mixed use districts do not allow single family use. There are positive and negative aspects to both groups of lots. Overall, the possibility of greater future density would put the unit value of the subject site in the upper end of the range of unit prices along with Land Sales 1 and 2.

Physical Characteristics

Physical characteristics to be considered for adjustments are those that cause a difference in price to be paid by the market. A wide range of such items includes land size, shape, frontage, topography, view, access, functional utility, et cetera. Adjustments for physical characteristics are best derived from the market by paired sales comparison.

Through the process of searching for comparable sales, the physical characteristics are of great import. From the universe of possible comparable sales, those that are most similar to the site appraised are presented in the report for analysis and comparison to the subject. The less the number of physical differences, the better.

The land sales consist of either one lot, 1.5 lots or two lots. The range of sizes for the sales is from 5,000 to 17,629 square feet. The appraised site is closest in size to Land Sale 5, consisting of one lot and part of another, with a sale unit price of \$7.00 per square foot. More weight is placed on No. 5 for physical characteristics at the unit price of \$7.00 per square foot.

Use

For sites to be comparable, they should have similar uses. Future Highest and Best Use for the land concerned along with Land Sales 1 and 2 is to be assembled with adjacent lots to have sufficient size for mixed use projects. More emphasis is placed on the unit prices of these land sales for the final value opinion of the subject. Land Sales 3, 4 and 5 could also be assembled with adjacent lots for lower density residential projects. The elements of comparison of location and use are closely related in this data set. Land Sales 1 and 2 are more similar to the subject for these elements of comparison.

FINAL VALUE OPINION

Following is a summary of the square foot unit sale prices for the five land sales:

Land Sale	Sale Price per Square Foot
1	\$6.45
2	\$7.14
3	\$4.48
4	\$6.50
5	\$7.00

The elements of comparison of location and use place the unit value of the appraised land close to the unit sale prices of Land Sales 1 and 2 at \$7.00 per square foot.

The quantity of the comparable data is sufficient to have an overview of the market for lots in the mid-section of the city of Boynton Beach. The quality of the data is good in that it provides a sound basis to develop an opinion of value for the land under appraisement. Based on the analysis and conclusions presented within the report, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of July 2, 2018 is:

\$7.00/sq.ft. x 11,441 square feet =

\$80,100

EIGHTY THOUSAND ONE HUNDRED DOLLARS

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in the property that is the subject of this report, and I have no bias or personal interest with the parties involved.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is (*also*) subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on June 20, 2018.

Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions and opinions concerning real estate set forth in this report. No one else has provided significant professional service to the persons signing this report.

The Appraisal Institute and the American Society of Appraisers each conduct programs of continuing education for their designated members. As of the date of this report, Jesse B. Vance, Jr. and Claudia Vance have completed the requirements of the continuing education program of the Appraisal Institute. Continuing educational requirements are also completed for the American Society of Appraisers and the State of Florida.

July 2, 2018

July 2, 2018

Jesse B. Vance, Jr., MAI, SRA, ASA

Dandis / mice

Florida State-Certified General Real Estate Appraiser No. RZ-85

Claudia Vance, MAI

Florida State-Certified General Real Estate Appraiser No. RZ-173

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CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

- The undersigned have personally inspected the subject of this report. No pertinent information has been knowingly withheld.
- 2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.
- 3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple, unless excepted.
- 4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.
- 5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.
- 6. The writers are not required to testify without prior agreement.
- 7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.
- Where divisions are made between land, improvements, etc., the values estimated for each apply only under the cited use
 or uses.
- 9. The value applies ONLY as of the date of valuation stated within the report.
- The writers certify that they have no present, past or contemplated interest in the subject of this report unless specifically stated.
- 11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.
- 12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.
- 13. Soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.
- 14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.
- 15. Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions, and opinions of real estate set forth in this report. No one else provided significant professional assistance to the signers of this report.
- 16. Prospective value is based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events which might alter market conditions upon which market value opinion has been developed.
- 17. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.
- 18. The appraisers reserve the right to amend or change this report at any time additional market information is obtained which would significantly affect the value.

Jesse B. Vance, Jr., MAI, SRA, ASA

State-Certified General Real Estate Appraiser No. RZ 85 July 2, 2018

Claudia Vance, MAI

State-Certified General Real Estate Appraiser No. RZ 173 July 2, 2018

ADDENDA



This Document Prepared By and Return to: Delray Title & Abstract Co. 210 N.E. 6th Avenue, Suite 105 Delray Beach, Florida 33483 W/C 43

Parcel 1D Number:

CFN 20140019171 OR BK 26564 PG 0898 RECORDED 01/17/2014 09:10:09 Palm Beach County, Florida ANT 19,900.00 Doc Stamp 139.30 Sharon R. Bock, CLERK & COMPTROLLER Pg 0898; (1pg)

Warranty Deed

Made this 10 Sunshine Events, Inc., a Florida Corporation day of This Indenture,

, 2014 A.D.. Between

of the County of Palm Beach State of Florida grantor, and Capteal Partners of Palm Beach, LLC, a Florida limited liability COMPANY whose address is 864 Jeffery Street, Boca Raton, FL 33487

of the County of Palm Beach Witnesseth that the GRANTOR, for and in consideration of the sum of

, grantee.

------TEN DOLLARS (\$10)-----and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and south to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the Connect Palm Beach State of Florida

State of Florida

Lots 11 and 12 Block 1, of SHEPARD-FUNK ADDITION TO THE TOWN OF BOYNTON, FLORIDA, according to the Plat thereof, as recorded in Plat Book 2, Page 15, of the Public Records of Palm Beach County, Florida.

Less and Except: A parcel of land for road right of way purposes in Section 21, Tomship 45 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows: All that portion of Lot 12, Block 1, of SHEPARD-FUNK ADDITION TO THE TOWN OF BOYNTON, FLORIDA, according to the Plat thereof, as recorded in Plat Book 2, Page 15, of the Public Records of Palm Beach County, Florida, lying West of the proposed Easterly right of way way as shown on the Right-of-Way Map of Seacrest Boulevard as recorded in Road Book 5, Pages 179 through 183 of sand Palm Beach County Records.

Subject to current taxes pasements and restrictions of record.

and the granter does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sunshine Events, Inc., a Florida

Corporation

Tayed Name: VIRGINIA HASIET

Jim Zengage. Presiden

P.O. Aduress: 1120 S. Federal Highway, Suite 200 Delray Beach, FL 33483

Pristed Name: DANIEL CASTRO

Witness

(Corporate Seal)

STATE OF Florida COUNTY OF Palm Beach

194M day of The foregoing instrument was acknowledged before me this , 2014 January Jim Zengage, President of Sunshine Events, Inc., a Florida Corporation on behalf of the corporation

who is personally known to me or who has produced his driver's license as identifical

VIRGINIA HASLETT MY COMMISSION # EE 198819 EXPIRES: May 23, 2016 Bonded Thru Notary Public Underwriters

Printled Name: VIRGINIA HASLETT

Notary Public

My Commission Expires: MAY 23, 2016 Commission + EE 198819

16304

CFN 20170253699

DR BK 2920 PG 1674
RECORDED 07/14/2017 15:20:04
AMT 10.00
Doc Stamp 0.70
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pss 1674 - 1675; (2pss)

Prepared by and return to: John 8, Yudin, Esq. PA 53 East Ocean Blvd. Stuart, FL 34994 772-186-7372 File Number: 17-3000

[Space Above This Line For Recording Data]

Quit Claim Deed

This Claim Deed made this 14th day of July, 2017 between Capital Partners of Palm Beach LLC, a Florida limited liability company whose post office address is 864 Jeffery St., Boca Raton, FL 33487, grantor, and Grav Inc, a Florida corporation whose post office address is 864 Jeffery St., Boca Raton, FL 33487, grantee:

(Whenever used herein the terms pantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to (and grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quite and to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has an and to the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

Lots 11 and 12, Block 1, of SHEPARD-FUNK ADDITION TO THE TOWN OF BOYNTON, FLORIDA according to the Plat thereof, as recorded in Plat Book 2, Page 15, of the Public Records of Palm Beach County, Florida.

Less and except: A parcel of land for road right of way purposes in section 21, Township 45 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows: All that portion of Lot 12, Block 1, of SHEPARD-FUNK ADDITION TO THE TOWN OF BOYNTON, FLORIDA, according Plat thereof, as recorded in Plat Book 2, Page 15, of the Public Records of Palm Beach County, Florida, lying West of the proposed Easterly right of way as shown on the Right-of-Way Map of Seacrest Boulevard as recorded in Road Book 5, Pages 179 through 183 of Said Polm Beach County Records.

Subject to current taxes, easements and restrictions of record.

PCN 08-43-45-21-30-001-0110 PCN 08-43-45-21-30-001-0120

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:	CAPITAL PARTNERS OF PALM BEACH LLC
	By (Seal)
Witness Name. HIR CRW	Michael Gravallese
A A A C I I A A A C I I A A A A C I I A A A A	Its: Managing Member
Witness Name Alex MACHINO	
State of Florida	
County of Palm Beach	
The foregoing instrument was acknowledged before me this of CAPITAL PARTNERS OF PALM BEACH LLC, who identification.	4th day of July, 2017 by Michael Gravallese, as Managing Member] is personally known or [] has produced a driver's license as
[Notary Seal]	Notary Public
	Printed Name: Aritle CtW
	My Commission Francisco
	My Commission Expires:
	ARIELLE CREW MY COMMISSION # GG 075944 EXPIRES: February 22, 2021 Bonded Thru Notary Public Underwriters

E. R-2 Single and Two-family Residential District.

- 1. General. The purpose of the R-2 zoning district is to implement the medium density residential (MeDR) future land use map (FLUM) classification of the Comprehensive Plan. The intent of this conventional district is to stabilize and protect existing residential neighborhoods with densities no greater than ten (10) dwelling units per acre, and allowing limited types of non-residential uses.
 - 2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.
- 3. Building and Site Regulations (Table 3-9). Existing and/or planned single-family homes shall conform to the R-1 district requirements; however, for duplex homes, the following lot and building requirements shall be observed:

BUILDING/SITE REGULATIONS R-2 District	
Minimum lot area (per unit):	4,500 s.f. ¹
Minimum lot frontage:	75 feet
Minimum yard setbacks:	
Front:	25 feet ²
Rear:	25 feet ³
Interior side:	10 feet ²
Corner side:	25 feet ^{2,3}
Minimum living area:	750 s.f.
Maximum lot coverage:	40%
Maximum Floor Ratio Area (FAR)	0.10 ⁴
Maximum structure height:	25 feet ⁵

Single-family dwellings shall be constructed on lots that are no less than six thousand (6,000) square feet.

² Pursuant to Section 8.B. below, parcels that have frontage on Martin Luther King Jr. Boulevard and are located within the Martin Luther King Boulevard Overlay Zone shall have front, side interior, and side corner setbacks in accordance with the mixed use-low intensity 1 zoning district (see Section 6.H. below).

On corner lots, the side setback adjacent to the street shall be not less than one-half (1/2) the front yard setback. However, where orientation of adjacent lots on both street frontages provide typical front yard setbacks, the corner lot shall provide for front yard setbacks along both streets. When two (2) front yard setbacks are provided for on a corner lot, no rear yard setback shall be required, only side yard setbacks shall be imposed.

⁴ A floor area ratio (FAR) up to 0.10 may be considered for non-residential uses allowed within the R-2 district (see "Use Matrix" – Chapter 3, Article IV, Section 3), pursuant to the medium density residential land use category of the Comprehensive Plan.

⁵ Not to exceed two (2) stories.

D. R-1 Single-family Residential District.

- 1. General. The purpose of the R-1 zoning district is to implement the moderate density residential (MoDR) future land use map (FLUM) classification of the Comprehensive Plan. The intent of this conventional district is to encourage single-family dwellings and structures at densities no greater than seven and one-half (7.5) dwelling units per acre, and allowing limited types of non-residential uses.
 - 2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.
- 3. Building and Site Regulations (Table 3-8). The following lot and setback requirements shall be observed:

BUILDING/SITE REGULATIONS	
R-1 District	N.
Minimum lot area: ,	6,000 s.f.
Minimum lot frontage:	60 feet
Front:	25 feet
Rear:	20 feet
Special rear yard setback reduction for single-story building additions: 1	
Abutting: I-95 or railroad tracks:	50%
Abutting: Intracoastal:	50%
Abutting: Lakes:	50%
Abutting: Golf Course:	50%
Abutting: Canals wider than 150 ft	50%
Abutting: Canals narrower than 150 ft	33%
Abutting: Perimeter walls of community that abut other than residential:	
Abutting: Commercial or Industrial	50%
Abutting: Public or private park:	50%
Interior side:	7.5 feet
Corner side:	25 feet ²
Minimum living area:	1,200 s.f.
Maximum lot coverage:	50%
Maximum structure height:	30 feet

Boynton Beach, FL Code of Ordinances

PART III LAND DEVELOPMENT REGULATIONS*

CHAPTER 3. ZONING

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

Sec. 1. Overview.

A. General. Pursuant to Chapter 1, Article III, Section 5.B., any given parcel of land in the city shall have a zoning district that corresponds with the future land use map (FLUM) classification of the Comprehensive Plan.

B. Residential Building and Site Regulations (Table 3-1).

RESIDENTIAL	R-1 AAB	R-1 AA	R-1 A	R-1	R-2 Duplex	R-3 Multi	IPUD	PUD	MHPD
Density (dwelling units per acre):	5	5.5	6	7.5	10	Flexible ¹³	Flexible ¹³	Flexible ¹³	Flexible ¹³
Project Area, Minimum (acres)	N/A	N/A	N/A	N/A	N/A	N/A	1 to 5	5+	10+
Lot Area per unit, Minimum (square feet):	9,000	8,00011	7,500	6,000	4,500	4,000 ¹⁵	Flexible ¹⁰	Flexible ¹⁰	4,200
Lot Frontage, Minimum (feet):	90	75	60	60	75	100	Flexible ¹⁰	Flexible ¹⁰	N/A
Living Area, Minimum A/C (square feet):	1,800	1,600	1,400	1,200	750	750	750	750	N/A
Lot Coverage, Maximum:	45%	45%	45%	50%	40%	40%	50%	N/A	N/A
Floor-Area-Ratio (FAR) for Non-Residential,	N/A	N/A	N/A	N/A	0.10^{6}	N/A	0.20^{6}	N/A	N/A

Maximum:									
Structure Height, Maximum (feet):	30	30	30	30	25 ⁷	458	459	45 ⁸	30
Building Setbacks, Minimum (feet):									
Front:	25	25	25	25	25	40	Flexible ⁵	Flexible ⁵	20
Interior side:	10	10 ¹¹	7.5	7.5	10	20	Flexible ⁵	Flexible ⁵	5
Corner side:	25 ⁴	25 ⁴	25 ⁴	25 ⁴	25 ⁴	40	Flexible ⁵	Flexible ⁵	10 ¹⁴
Rear:	20 ⁴	20 ⁴	20 ⁴	20 ⁴	25 ⁴	40	Flexible ⁵	Flexible ⁵	10 ¹⁴
Special rear yard setback reductions for 1-story building additions abutting:	Maxin	num Perc	entage o	of Reduc	tion:				
I-95 or railroad tracks:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Intracoastal Waterway (ICWW):	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Lake:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Golf course:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Canal wider than 150 feet:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Canal narrower than 150 feet:	33%	33%	33%	33%	N/A	N/A	N/A	N/A	N/A
Commercial/industrial:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Public/private park:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A

Sec. 11. Nonconforming Regulations.

A. Lots and Parcels.

- 1. R-1 District, R-1A District, R-2 District, and R-3 District. A detached single-family dwelling may be constructed on any parcel located in an R-1, R-1A, R-2, or R-3 district, provided that it meets all of the following requirements:
 - a. The parcel contains at least one (1) whole platted lot, platted prior to August 7, 2001;
- b. The parcel, or assemblage of platted parcels which individually meet the requirements of paragraph a. above, has a frontage of not less than fifty (50) feet, and a lot area of not less than five thousand (5,000) square feet (irregular, other than rectangle-shaped lots with less than five thousand (5,000) square feet of area may be developed if in conformance with all other lot regulations);
- c. All such parcels, when developed, shall comply with all provisions of the Land Development Regulations and applicable building code regulations, including without limitation sections of the building code regulations regarding the impact of construction and drainage on or to adjacent properties.
- 2. R-2 District. Within R-2 districts, in subdivisions platted prior to the effective date of these Regulations, where the platted lots have a frontage of at least forty (40) feet but less than fifty (50) feet, the following rules shall apply:
- a. A detached single-family dwelling may be constructed on any such parcel, provided that the parcel contains at least one (1) whole platted lot.
- b. A duplex dwelling may be constructed on any parcel, provided that it meets the following requirements:
 - (1) The parcel contains at least two (2) whole platted lots;
- (2) Property cannot be acquired from adjacent parcels so as to make the subject parcel conforming, without causing the adjacent parcels to become nonconforming or more nonconforming.
- c. For any parcel, lot, or combination of lots, where the total frontage is equal or greater than one hundred twenty (120) feet, and the total area is greater than twelve thousand (12,000) square feet, said property shall not be developed except in accordance with the minimum frontage and lot area required in the R-2 zoning district.
- d. Ownership of parcels shall be determined by the property tax rolls on file in the Palm Beach County Property Appraiser's Office as of the effective date of these Regulations.
- 3. R-1AA District. A detached single-family dwelling may be constructed on any parcel located in an R-1AA district, without requiring a variance, provided that it meets the following requirements:
 - a. The parcel contains at least one (1) whole platted lot.
- b. The parcel has a frontage of not less than sixty (60) feet, and a lot area of not less than six thousand, seven hundred fifty (6,750) square feet in area.
- c. It would not be possible to acquire property from adjacent parcels so as to make the subject parcel conforming, without causing the adjacent parcels or structures thereon to become nonconforming or more nonconforming.

For any parcel or lot, or combination of lots under the same ownership, where the total frontage and the total area is equal to or greater than that which is required by the R-1AA district building and site regulations, said property shall not be developed except in accordance with the minimum frontage and lot area required in the particular zoning district.

Not more than one (1) parcel or lot, or combination of lots under the same ownership, that is nonconforming but which meets the requirements under b. above may be developed for a single-family house.

Sec. 2. Standards.

- A. General.
 - 1. Rules and Methodology.
- a. Parking space requirements shall be computed on the basis of the principal use of a structure or lot, and using gross floor area unless stated otherwise in this article. Gross floor area, for the purposes of this subsection, shall include the floor area occupied by the principal use, plus the floor area occupied by all other enclosed spaces, including but not limited to storage rooms, maintenance and mechanical rooms, offices, lounges, restrooms, lobbies, basements, mezzanines, and hallways.
- b. Where several principal uses exist in one (1) structure or on one (1) lot, parking space requirements shall be computed separately for each principal use, unless stated otherwise in this article. Where parking spaces are required in this article for each of several principal uses that commonly occur together, this is done for the purpose of clarification only, and shall not limit the application of the requirement contained in this paragraph.
- c. A use shall be considered a principal use, for the purposes of this subsection, if it could exist separately from all other uses in the same structure or on the same lot, and would by itself generate significant parking demand.
- d. Where several principal uses exist in one (1) building or part of a building, and the floor area of each principal use cannot be clearly delineated, the parking space requirement for the use requiring the greatest number of parking spaces shall apply.
- e. Where a use is not listed below, parking space requirements shall be determined by the City Commission after review and recommendation by the Director of Planning and Zoning or designee.
- f. Where the number of required parking spaces as computed includes a fraction, the number of required parking spaces shall be the computed number rounded to the next highest whole number.
- g. Except as provided in Section 3.E. below, there shall be provided, at the time of the erection of any structure or establishment of any use, a number of off-street parking spaces in accordance with the following minimum requirements, and subject to the parking requirements of this subsection. Where a structure or use is enlarged or increased in capacity by any means, including a change in building occupancy which requires the provision of additional parking spaces, or a change in use to or which requires additional parking spaces, the minimum number of parking spaces shall be computed by applying these requirements to the entire structure or use.
- 2. Minimum Number of Required Off-Street Spaces for Non-Residential Uses. No fewer than four (4) parking spaces shall be provided for any non-residential use.
 - 3. Location of Off-Street Parking Areas.
- a. Residential. Required parking spaces for all dwellings shall be located on the same lot as the dwelling to be served.
- b. Non-residential. Required parking spaces for all non-residential uses shall be owned by the owner of the building or lot to be served, and shall be located on the same lot, or not more than three hundred (300) feet distance, unless the property is located within those areas defined within the adaptive re-use section of the Code (Chapter 4, Article 5, Section 4). In those areas, required parking spaces may be leased within three hundred (300) feet of the use in which they serve, subject to Board and City Commission approval, and the property shall be posted with signage indicating to patrons the location of the leased parking.
 - B. Table 4-17. Residential and Lodging Uses.

Residential and Lodging Uses	Standard Number of Required Parking Spaces

Building area size is based upon gross floor area (in sotherwise.	equare feet) unless specifically expressed
Single-family, duplex dwelling, or mobile home:	21
Efficiency or one (1)-bedroom apartment:	1.5 ^{1,2}
Within mixed use high district:	1.33 ²
Two (2) or more bedroom apartment:	2 ^{1,2}
Within mixed use high district:	1.66 ^{1,2}
Dormitories:	1 per unit
Hotel & motel units containing one (1)-bedroom:	1.25 per unit
Within mixed use high district:	1 per unit
Hotel & motel suite containing two (2) or more bedrooms:	2 per unit
Within mixed use high district:	1 per unit
Group home (types 1 through 4):	1 per 3 beds
Bed & breakfast:	1 ³
Live/work unit:	1 per 2 units ⁴

¹ Residential driveways shall satisfy the parking space requirements for single-family detached dwelling units, duplexes, and multi-family dwelling units containing garages, provided such driveways are of sufficient size to meet the parking space requirements of this subsection. A residential driveway of sufficient size shall be provided prior to the issuance of a certificate of occupancy. For all required parking spaces not located within an enclosed garage, the first parking space shall be the minimum size required for a handicap space, exclusive of public or private rights-of-way, and all other required spaces must be dimensioned in accordance with current city standards. All driveways shall be setback at least two (2) feet from interior side and corner side property lines, and maintained and drained so as to prevent nuisance conditions or a danger to the public and/or adjacent property owners. Any expansion to an existing driveway shall require a zoning permit from the Planning and Zoning Division in accordance with the procedures specified in Chapter 2, Article II, Section 5.B.; however, any driveway expansion (or similar impervious surface) that is equal to or greater than eight hundred (800) square feet shall require the approval of a land development permit in accordance with Chapter 2, Article III, Section 3. Any work, such as a driveway, proposed within the swale (right-of-way) shall require a permit from the Engineering Division in accordance with the procedures specified in Chapter 2, Article III, Section 4.

Guest parking shall be provided at a rate of 0.15 spaces per unit for residential developments consisting of three (3) or more dwelling units.

Required parking shall be calculated on the basis of one (1) space per each employee, manager, or owner and one (1) parking space for each guest unit. Newly created parking may be located only in the rear and side yard.

In addition to the required parking for the residential unit, the city requires that one (1) parking space per two (2) live/work units be provided to meet business activity needs. Parking provided to meet this requirement shall be located on the lot, built into or under the structure, or within three hundred (300) feet of the unit in which the use is located. The distance shall be a straight line measurement from a point on the boundary line of the property of the subject unit to the closest boundary line of the property on which the parking is located. Parking provided to accommodate said space, including driveways of adequate depth in front of the unit's garage, shall not serve as meeting required parking for the unit's residential use.

E. Mixed Use Urban Building and Site Regulations (Table 3-4).

MIXED USE, URBAN	MU-L1	M	U-L2	N	IU-L3	MU	-4	M	IU-H	
Lot Area, Minimum (acı	res):									
Public park			N/A		N/A	N/A	N.	/A	N/A	A
All other uses			0.50		0.75	1		1	1	
Lot Frontage, Minimum	(ft.) ¹		100		100	150 ²	20	00	200	0
Structure Ht., Minimum (ft.)			30		30	30	4	5	45	í
Maximum Height (ft.) ⁵			45		65	75	10	00	150/1	25 ⁶
Maximum Density (DUs	/Acre) ^{14, 16}	5	20		30	40	6	0	80	
Maximum F.A.R. ¹⁵			1.0		2.0	3.0	4.0		4.0)
Build-to-line (ft.) ¹¹					<u> </u>		<u> </u>			
All sides abutting a collector	or arterial ro	oad	Factor of Pedestrian Zone Requirement ¹⁰							
Abutting a Local street			010 010		0^{10}	0	10	010)	
Interior side			010 010		0^{10}	0	10	010)	
Building Setback, Minimu	ım (ft.) ¹¹									
Rear abutting:										
Residential single-family			257/07	5 ⁷ /0 ^{7, 8} 25 ⁷ 25		25 ⁷	25 ⁷		25	7
Intracoastal waterway			25 ⁷		25 ⁷	25 ⁷	2.	5 ⁷ 25 ⁷		
Side abutting										
Residential single-family				, 8	25 ⁷	25 ⁷	2.	5 ⁷	25	7
Usable Open Space, Minimum	m (sq. ft.) ¹³		N/A		N/A	N/A	1	%	2%	Ď

- 1. May be reduced if frontage extends from right-of-way to right-of-way.
- 2. Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.
- 5. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations.

- 6. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any MU-L or residential zoning district not separated by a right-of-way.
- 7. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.
- 8. Where there is an intervening right-of-way of at least forty (40) feet.
- 9. Subject to permitting agency approval.
- 10. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the min. width and design of the PZ. Except for the Downtown District, where the minimum PZ width is 18', the minimum PZ in all other districts if 16 ft. See Section 5.C.2. below for additional relief provisions from build-to line requirements.
- 11. Listed eligible historic structures are not required to meet these standards.
- 13. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.
- 14. Projects within the transit core shall have minimum densities as follows: MU-1 eleven (11), MU-2 twenty (20), MU-3 thirty (30), MU-4 thirty-five (35) and MU-H forty (40) dwellings per acre (except that minimum density for the MU-H district applies to projects located within the entire station area).
- 15. Projects within the transit core shall have a minimum FAR as follows: MU-L3 one and three-quarters (1.75), MU-4 (2.0) and MU-H two (2.0) (except that minimum FAR for the MU-H district applies to projects to be located within the entire station area).
- 16. The maximum density for projects within the Downtown Transit-Oriented Development District Overlay Zone (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district.

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 14-009, passed 7-1-14; Am. Ord. 15-006, passed 3-2-15; Am. Ord. 16-023, passed 1-3-17)

<u>SUMMARY OF 2018 – 2019 USPAP (Uniform Standards of Professional Appraisal Practice)</u> Standard Rule 2: Real Property Appraisal, Reporting

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. STANDARD 2 addresses the content and level of information required in a report that communicates the results of the real property appraisal. STANDARD 2 does not dictate the form, format, or style of real property appraisal reports. The form, format, and style of the report are functions of the needs of intended users and appraisers. The substantive content of a report determines its compliance.

STANDARDS RULE 2-1

Each written or oral real property appraisal report must:

- (a) clearly and accurately set forth the appraisal in the manner that will not be misleading;
- (b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and
- (c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment.

STANDARDS RULE 2-2(a)

Each written rental property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.

The content of an Appraisal Report must be consistent with the Intended Use of the appraisal and, at a minimum:

- (i) state the identity of the client, unless the client has specifically requested otherwise; state the identity of any intended users by name or type;
- (ii) state the intended use of the appraisal;
- (iii) summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;
- (iv) state the real property interest appraised;
- (v) state the type and definition of value and cite the source of the definition;
- (vi) state the effective date of the appraisal and the date of the report;
- (vii) summarize the scope of work used to develop the appraisal;
- (viii) summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach or income approach must be explained;
- (ix) state the use of the real estate existing as of the date of value in the use of the real estate reflected in the appraisal;
- (x) when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion;
- (xi) clearly and conspicuously:
 state all extraordinary assumptions and hypothetical conditions: and
 state that their use might have affected the assignment results; and
- (xii) include a signed certification in accordance with Standards Rule 2-3.

475.611 Florida Statutes: Definitions .--

- (1) As used in this part, the term:
- (a) "Appraisal" or "appraisal services" means the services provided by certified or licensed appraisers or registered trainee appraisers, and includes:
- "Appraisal assignment" denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting, as an agent or a disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.
- 2. "Analysis assignment" denotes appraisal services that relate to the employer's or client's individual needs or investment objectives and includes specialized marketing, financing, and feasibility studies as well as analyses, opinions, and conclusions given in connection with activities such as real estate brokerage, mortgage banking, real estate counseling, or real estate consulting.
 - 3. "Appraisal review assignment" denotes an engagement for which an appraiser is employed or retained to develop and communicate an opinion about the quality of another appraiser's appraisal, appraisal report, or work. An appraisal review may or may not contain the reviewing appraiser's opinion of value.
- (b) "Appraisal Foundation" or "foundation" means the Appraisal Foundation established on November 20, 1987, as a not-for-profit corporation under the laws of Illinois.
- (c) "Appraisal report" means any communication, written or oral, of an appraisal, appraisal review, appraisal consulting service, analysis, opinion, or conclusion relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property, and includes any report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. However, in order to be recognized in a federally related transaction, an appraisal report must be written.
- (d) "Appraisal review" means the act or process of developing and communicating an opinion about the quality of another appraiser's appraisal, appraisal report, or work.
- (e) "Appraisal subcommittee" means the designees of the heads of the federal financial institutions regulatory agencies established by the Federal Financial Institutions Examination Council Act of 1978 (12 U.S.C. ss. 3301 et seq.), as amended.
 - (f) "Appraiser" means any person who is a registered trainee real estate appraiser, licensed real estate appraiser, or a certified real estate appraiser.

An appraiser renders a professional service and is a professional within the meaning of s. 95.11(4)(a).

- (g) "Board" means the Florida Real Estate Appraisal Board established under this section.
- (h) "Certified general appraiser" means a person who is certified by the department as qualified to issue appraisal reports for any type of real property.
- (i) "Certified residential appraiser" means a person who is certified by the department as qualified to issue appraisal reports for residential real property of one to four residential units, without regard to transaction value or complexity, or real property as may be authorized by federal regulation.
 - (j) "Department" means the Department of Business and Professional Regulation.



Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

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Web Page: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Currently registered in "SAM" (U.S. Government System for Award Management – DUNS 826494957). Designated appraisers perform the appraisal work, no trainees. Jesse B. Vance, Jr., MAI, SRA, ASA, MBA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, bankruptcies, deficiency judgments, marriage dissolution, and estate valuations. Our firm values most types of real property interests for sale, mortgage loans, litigation and investment reasonably, timely and professionally. As licensed real estate brokers, we perform most other real property functions. We also do "Valuations for Financial Reporting."

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ DEGREES/ LICENSES & CERTIFICATIONS

MAI DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781

SRA DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781

ASA DESIGNATION - AMERICAN SOCIETY OF APPRAISERS (RE-Urban) #003439

MBA DEGREE - REAL ESTATE MANAGEMENT AND DEVELOPMENT

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ-85 (Florida)

FLORIDA STATE LICENSED REAL ESTATE BROKER NO. BK. 91050

REGISTERED VETERAN-OWNED SMALL BUSINESS (CCR/Duns 826494957)

FLORIDA CERTIFIED SDVBE BUSINESS ENTERPRISE (Minority Business Enterprise - MBE)

FLORIDA "D.E.P." APPROVED APPRAISER

Currently registered in "SAM" (U.S. Government System for Award Management).

B) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

- 1. U.S. Court of Appeals, Eleventh Circuit
- 2. U.S. District Court, Southern District of South Florida
- 3. U.S. District Court, New Jersey
- 4. U.S. Bankruptcy Court, Southern District of Florida
- 5. U.S. Bankruptcy Court, District of New Jersey
- 6. U.S. Bankruptcy Court, Western (Pittsburgh) Division of Pennsylvania
- 7. Florida Circuit Courts: Broward, Dade, Palm Beach, Lee, Collier, Martin, and Okeechobee Counties
- 8. Appraiser on landmark eminent domain cases: TESSLER, NESS TRAILER PARK, PATEL, SIMPSON v. FILLICHIO, RUBANO, PALM BEACH COUNTY (FL) vs. COVE CLUB INVESTORS, LTD.

C) EXPERIENCE Over thirty-five (35) years appraising and analyzing real property interests in South Florida.

Partial list: RESIDENCES, RESTAURANTS/BARS, APARTMENT BUILDINGS, OFFICE BUILDINGS HOTELS/MOTELS, CHURCHES, CONDOMINIUMS/COOPS, HOSPITALS & NURSING HOMES, VACANT LAND, GOLF COURSES, GOLF CLUBS, GASOLINE SERVICE STATIONS, MARINAS, TRAILER PARKS, SHOPPING CENTERS, BANKS/THRIFT INSTITUTIONS, BOWLING ALLEYS, P.U.D.'S, INDUSTRIAL BUILDINGS, TIME-SHARE DEVELOPMENTS, ROCK PITS, SCHOOLS, AGRICULTURAL PROPERTIES, WATER MANAGEMENT DISTRICT, MARKETABILITY, FEASIBILITY ANALYSES, INVESTMENT ANALYSES, AUTO SALES FACILITIES, LEASE VALUATIONS, TAX & ASSESSMENT APPEALS, CONDEMNATION, EXPERT WITNESS (Member National Forensic Center), BUSINESS ENTERPRISE VALUATIONS (BEV), (VFR) VALUATION FOR FINANCIAL REPORTING, AVIGATION & CLEARANCE EASEMENTS, ESTATES, DIVORCES, PLANNING/LAND USE STUDIES, HIGHEST & BEST USE ANALYSES, DEPRECIATION ANALYSES, COMPONENT APPRAISALS, ENVIRONMENTALLY SENSITIVE LAND, CONTAMINATED PROPERTIES, SUGARCANE & TURFGRASS LAND, DAY CARE CENTERS, SELF-STORAGE FACILITIES, FUNERAL HOMES, ANIMAL HOSPITALS, SUBMERGED LAND, CITY CENTERS, etc.

D) PARTIAL LIST OF CLIENTS

PRIVATE INDIVIDUALS AND CORPORATIONS, ATTORNEYS, ACCOUNTANTS, TRUST DEPARTMENTS, COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; American National Bank; Landmark Bank; City National Bank; BankUnited; Gateway American Bank; State Farm Bank; Englewood Bank & Trust; SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES; FLORIDA CITIES: FORT LAUDERDALE, PLANTATION, COOPER CITY, TAMARAC, LAUDERHILL, BOCA RATON, DEERFIELD BEACH, OAKLAND PARK, WILTON MANORS, HOLLYWOOD, WEST PALM BEACH, DELRAY BEACH, HALLANDALE, PEMBROKE PINES, COOPER CITY, TOWN OF DAVIE. TOWN OF SOUTHWEST RANCHES, MIRAMAR. FLORIDA COUNTIES: BROWARD, PALM BEACH, COLLIER, OKEECHOBEE; BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; OKEECHOBEE BOARD OF COUNTY COMMISSIONERS. SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY HOUSING AUTHORITY, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (DOT); STATE OF FLORIDA DIVISION OF GENERAL SERVICES(GSA); N. BROWARD GENERAL HOSPITAL DISTRICT; STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Approved Vendor); U.S. TREASURY DEPARTMENT (General Counsel, I.R.S.); U.S. MARSHAL'S SERVICE – U.S. ATTORNEY'S OFFICE CENTRAL DIVISION – U.S. Dept. of Justice; <u>VETERANS ADMINISTRATION</u>

E) EDUCATIONAL BACKGROUND - (Partial List)

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

- Basic Principles of Appraising Course 1 (AIREA) Course 2 (AIREA) - Urban Property Valuation (Income) Course 4 (AIREA) - Condemnation Appraising

Course 6 (AIREA) - Income Capitalization & Analysis

Course 101 (SREA) - Introduction to Appraising

- Income Property Valuation, Theory Course 201 (SREA) Course 202 (SREA) - Applied Income Property Valuation Course 301 (SREA) - Applications/Appraisal Analysis - Market Analysis, 1978, Virginia Symposium (SREA) Symposium (SREA) - Market Analysis, 1979, Arizona Symposium (SREA) - Market Analysis, 1980, South Carolina - Market Analysis, 1981, Tennessee Symposium (SREA) - Market Analysis, 1982, New Mexico Symposium (SREA)

Symposium (SREA) - Market Analysis, 1983, Pennsylvania Symposium (SREA) - Market Analysis, 1984, Georgia Symposium (SREA) - Market Analysis, 1985, Vancouver, B.C.

- #201 Instructor, 1987, U. of Illinois Clinic (SREA) Clinic (SREA) - #201 Instructor, 1988, Illinois Seminar (SREA) - Professional Practice, 1988, Florida Symposium (SREA) - Market Analysis, 1988, California - Market Analysis, 1989, Minnesota Symposium (SREA)

MBA Graduate School Courses: 1990 – 1991

Symposium (SREA)

Successfully completed the following graduate school courses:

- "Regulation of Real Estate Development"
- "Legal Issues In Real Estate"
- "Organizational Behavior and Management""
- "Real Estate Economics"
- "Urban Infrastructure & Environmental Analysis"
- "Marketing Management for Real Estate"
- "Commercial Real Estate Lending" - "Construction Technology and the Building Development Process"

- Market Analysis, 1986, New Jersey

- SEMINAR (AI) - Cost Approach (1992/Boston)
- Rates & Ratios (1992/Boston) SEMINAR (AI)
- SEMINAR (AI) - International Appraising (1992/Boston)
- SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
- ADA ACT (1993/Reno) SEMINAR (AI)
- Hotel Valuation (1993) SEMINAR (AI)
- SEMINAR (AI) - Income Capitalization, Methods (1993)
- SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
- SEMINAR (AI) - Verifying Market Data (1994)
- SEMINAR (AI) - Market Studies for Appraisals (1994)
- Florida Appraiser Core Law (USPAP/1994) SEMINAR (AI)

- "Real Properties Management"

- "Real Estate Accounting"

"Market Analysis and Site Selection"

- "R. E. Finance: Instruments, Institutions & Investment Analysis"

"Human Resource Management"

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E)EDUCATIONAL BACKGROUND - (Partial List, continued)
SEMINAR (AI)
                  - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI)
                  - Public Safety & Property Values (1995)
SEMINAR (AI)
                  - Outparcel Valuation (1995)
                  - Computer Technology Video Conference (1995)
SEMINAR (AI)
SEMINAR (AI)
                  - The Internet & the Appraiser (1996)
                  - Florida Commercial Construction (1996)
SEMINAR (AI)
                  - Real Property Rights in Florida (1996)
SEMINAR (AI)
COURSE (AI)
                  - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI)
                  - Valuation of Trees (1997)
                    - Environmental Permitting/Mitigation/Mitigation Banking/Contamination Risk Management-
3-DAY COURSE
                      Liability/Wetlands/ Hazardous Wastes/Lender Liability (1997/Marco Beach. FL)
SEMINAR (AI)
                   - Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI)
                   - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI)
                   - Non-Conforming Uses (1998)
SEMINAR (AI)
                   - The Impact of Contamination on Real Estate Value (1998)
                   - USPAP & Florida Real Estate Core Law (1998)
COURSE (AI)
SEMINAR (AI)
                   - Econometrics/Statistical Valuation Methods (1999)
                   - 14 Hour (2-day) Advanced Spreadsheet Modeling for Valuation Applications
COURSE (AI)
                   - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI)
SEMINAR (AI)
                   - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI)
                   - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI)
                   - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI)
                   - Attacking and Defending an Appraisal (1999)
                   - Federal Appraisal Requirements ("Yellow Book") (2000)
SEMINAR (AI)
SEMINAR (AI)
                   - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
SEMINAR (AI)
                   - Analyzing Income Producing Properties (2000)
SEMINAR (ATIF) - 1031 Tax Deferred Exchanges (2000)
COURSE (AI)
                   - USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI)
                   - Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI)
                   - State of the Appraisal Profession (2001)
                  - Eminent Domain, by CLE International, Tampa, Florida (2001)
2-Day SEMINAR
SEMINAR (AI)
                   - Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI)
                   - Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI)
                   - Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI)
                    - How to Appraise the Ugly House (2002)
COURSE (AI)
                   - 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI)
                   - Market Trends for 2003 (2003)
SEMINAR (AI)
                   - Update on Code of Professional Ethics (2003)
PANEL (AI)
                   - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI)
                   - Florida State Law for Real Estate Appraisers (2003)
                   - Appraisal Agreements (2003)
SEMINAR (AI)
SEMINAR (AI)
                   - Analyzing Distressed Real Estate (2004)
                     - Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI)
SEMINAR (AI)
                  - 7 Hour National USPAP Update Course #1400 (2004)
SEMINAR (AI)
                   - Inverse Condemnation (2004)
SEMINAR (AI)
                   - Appraiser Independence in the Loan Process (2004)
SUMMIT (AI)
                   - Moderator at 2-day Appraisal Summit in Washington, D.C. (12/2004)
SEMINAR (AI)
                   - Loss Prevention Program for Real Estate Appraisers (2005)
                   - Valuation of Wetlands (7/2005)
SEMINAR (AI)
SEMINAR (AI)
                   - Tri-County Residential Symposium (8/2005)
SEMINAR (AI)
                   - "Cool Tools" Internet Resources and Use for Valuation (2/2006)
SEMINAR (AI)
                   - FREAB 7-Hour National USPAP Update (5/2006)
                   - FREAB 3-Hour Florida State Law for Real Estate Appraisers (5/2006)
SEMINAR (AI)
SEMINAR (AI)
                   - USPAP Scope of Work & New Requirements (8/2006)
                   - USPAP Reappraising, Readdressing & Reassigning Appraisal Reports (2/2007)
SEMINAR (AI)
SEMINAR (AI)
                   - AI Summary Appraisal Report/Residential (4/07)
                   -14-Hour Continuing Education (including 3-Hour Florida Core Law) (7/2007)
COURSE (Fla.)
SEMINAR (AI)
                   - Real Estate Fraud: Appraisers Beware! (8/2007)
SEMINAR (AI)
                      Florida Law for Real Estate Appraisers (11/2007)
COURSE (AI)
                   - Business Practices and Ethics – 8 hours (12/2007)
SEMINAR (AI)
                   - Supervisor Trainee Roles and Rules (2/2008)
SEMINAR (AI)
                  -7 Hour National USPAP (4/2008)
SEMINAR (AI)
                  - USPAP Hypothetical Conditions & Extraordinary Assumptions (5/2008)
SEMINAR (AI)
                  - Litigation Skills for the Appraiser – 7-Hour Seminar (9/2008)
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- Public Sector Appraising (2/2009)

SEMINAR (AI)

Page 4 of 5 E) EDUCATIONAL BACKGROUND - (Partial List, continued) WEBINAR (AI) - Develop an Effective Marketing Plan (3/2009) SEMINAR (AI) - Inspecting the Residential "Green House" (4/2009) SEMINAR (AI) - Property Tax Assessment (5/2010) SEMINAR (AI) - Supervisor Trainee Roles and Rules (7/2010) - Florida Law for Real Estate Appraisers (7/2010) SEMINAR (AI) SEMINAR (AI) - 7-Hour Introduction to Valuation for Financial Reporting – Chicago (5/2009) SEMINAR (AI) - Government Regulations & Their Effect on R.E. Appraising (8/2009) SEMINAR (AI) - R.E.Market: How We Got Here, Where We Are, Where We're Going (10/2009) SEMINAR (AI) - 7 Hour National USPAP Update Course (10/1/2010) - 7 Hour Introduction to Conservation Easement Valuation (12/10/2010) COURSE (AI) - The Real Estate Market (2/18/2011) SEMINAR (AI) COURSE (AI) - 16 Hours Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book") (2/25-26/2011) WEBINAR (AI) - Real Estate Industry Perspectives on Lease Accounting (4/7/2011) COURSE (AI) - 15 Hour Appraisal Curriculum Overview (5/19-20/2011) WEBINAR (AI) - 2-hour Investment Property Accounting Standards (6/8/2011) SEMINAR (AI) - 3 Hour Spotlight on USPAP – Agreement for Services (7/15/2011) COURSE (AI) - 14 Hours (2-day) Advanced Excel Spreadsheet Modeling for Valuation Applications (9/22 & 9/23/2011) Trial Components (11/4/11) SEMINAR (AI) SEMINAR (AI) - Lessons from the Old Economy Working in the New (1/20/2012) 7-Hour USPAP - National USPAP Update (3/9/2012) 3-Hour Fla. Law - State Law Update (3/9/2012) - Appraisal Review for General Appraisers (4/12/2012) SEMINAR (AI) SEMINAR (AI) - Land Valuation (4/20/2012) SEMINAR (AI) - The Valuation of Warehouses (6/22/2012) SEMINAR (AI) - Town Hall Meeting: 2012 Appraisal Institute Forum (7/12/2012) - IRS Valuation (7/19/2012) SEMINAR (AI) - 7 Hour Business Practices and Ethics Course (12/7/2012) SEMINAR (AI) - Real Estate Forecast 2013 (1/25/2013) SEMINAR (AI) - 7 Hour Advanced Marketability Studies (5/6/2013) COURSE (AI) - Developing a Supportable Workfile (11/15/2013) SEMINAR (AI) - Florida Appraisal Law Course (2/7/2014) SEMINAR (AI) SEMINAR (AI) - Liability Issues for Appraisers performing Litigation & Non-Lending Work (2/24/2014) COURSE (AI) - 7 Hour National USPAP Update Course (4/25/2014) - Economic Conditions (5/16/2014) SEMINAR (AI) - Fundamentals of Going Concerns (7/16/2014) SEMINAR (AI) - Litigation Assignments for Residential Appraisers (7/24/2014) SEMINAR (AI) - Economic Engines of Miami-Dade County, Florida (1/23/2015) SEMINAR (AI) SEMINAR (AI) - Economic Engines Driving Broward County, Florida (5/15/2015) 3-Hour Fla.Law - Florida Real Estate Broker 14-hour Continuing Education Course (incl. 3 hour core law) with exam (9/2015) SEMINAR (AI) - Drone Technology & its Effect on Real Estate Valuations (11/2015) SEMINAR (AI) - Loss Prevention for Real Estate Appraisers (1/22/2016) COURSE (AI) - 7-Hour National USPAP Update Course (4/22/2016) - 3-Hour Florida Appraisal Law (4/22/2016) SEMINAR (AI) - 4-Hour Appraisals in the Banking Environment (5/6/2016) SEMINAR (AI) - Appraising the Tough One: Mixed Use Properties (8/19/2016) SEMINAR (AI) - 4-Hour Business Practices & Ethics (12/02/2016) 5-Year Requirement SEMINAR (AI) - 2-Hour Yellow Book Changes – Overview for Appraisers (1/11/2017) WEBINAR (AI) - 3-Hours Economic Engines Driving Broward County in 2017 (1/27/2017) SEMINAR (AI) COURSE (AI) - 7-Hours: Introduction to Green Buildings Principles & Concepts (2/24/2017) COURSE (AI) - 4 Hours: Another View of the Tough One: Sales Comparison Approach for Mixed-Use Properties (5/19/2017) SEMINAR (AI) - 4 Hours: Appraising for Federal Office of Valuation Services & Yellow Book Review (8/18/2017) COURSE (BR) - 14 Hours Real Estate Continuing Education, including 3-Hour Florida Real Estate Core Law (9/13/2017) - 4-Hours: 2-4 Unit Small Residential Income Property Appraisals (11/3/2017) COURSE (AI)

- 3 Hours "Hot Topics and Myths in Appraiser Liability" (1/26/2018)

7-Hour National USPAP Update Course (2/9/2018)

- 3 hours Florida Appraisal Law (2/9/2018)

COURSE (AI)

SEMINAR (AI)

COURSE (AI) SEMINAR (AI) - 15 Hours "Yellow Book" Uniform Appraisal Standards for Federal Land Acquisitions - Passed Exam (11/10/2017)

F) APPRAISAL TEACHING EXPERIENCE

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

G) PROFESSIONAL OFFICES HELD/AWARDS

NATIONAL B.O.D. MEMBER - BOARD OF DIRECTORS of APPRAISAL INSTITUTE (2006-2008)
AWARD - Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011

For "high ethical standards, contributions to the Appraisal Institute, Community and

Appraisal Profession for at least 20 years."

CHAIR - REGION X - All of Florida - Appraisal Institute (2008)
VICE-CHAIR - REGION X - All of Florida - Appraisal Institute (2007)
THIRD DIRECTOR - REGION X - All of Florida - Appraisal Institute (2006)
FINANCE OFFICER - REGION X - All of Florida - Appraisal Institute (2006)

PRESIDENT - BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
PRESIDENT - BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
CHAIR - FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
CHAIR - FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

G) PROFESSIONAL OFFICES HELD/AWARDS

CHAIR - FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS

CHAIR - EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI

CHAIR - CANDIDATES GUIDANCE COMMITTEE, FT .LAUDERDALE CHAPTER AI
CHAIR - NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
VICE CHAIR & MEMBER - NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)

MEMBER - NATIONAL LONG RANGE PLANNING COMMITTEE OF AI

MEMBER - NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI

DIRECTOR - REGION X (Florida) Appraisal Institute

MEMBER - REGION X (FLORIDA) ETHICS AND COUNSELING PANEL

DIRECTOR - BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS

DIRECTOR - SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS

MEMBER - NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
SPECIAL MASTER - BROWARD COUNTY BOARD OF TAX ADJUSTMENT
COMMISSIONER - 17TH JUDICIAL CIRCUIT COURT, Broward County, FL

MEMBER - 2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education; Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;

Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.

Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.

Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.

Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.

Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

I) CIVIC INVOLVEMENT

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW

MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD

MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES

MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")

MEMBER CIRCLE OF FRIENDS - NOVA SOUTHEASTERN LIBRARY FOUNDATION

MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION

MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY

MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS

MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE

MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA

LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION

MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE

U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949



Claudia Vance, MAI

Appraiser · Real Estate Analyst · Reviewer Vance Real Estate Service · 7481 NW 4 Street · Plantation · FL · 33317 Office: 954·583·2116 Cell: 954·647·7148 Email: vanceval@att.net

Web Site: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Designated appraisers perform the appraisal work, no trainees. Our appraisals are used for financial/ mortgage loan purposes from large mixed use complexes to small owner- occupied properties. We have the qualifications for appraisals submitted to SBA.

Jesse B. Vance, Jr., MAI, SRA, ASA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, deficiency judgments, marriage dissolution, and estates. Our firm values most types of real property interests, timely, professionally, and at competitive costs.

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ LICENSES

MAI Designation - APPRAISAL INSTITUTE No. 9451 State-Certified General Real Estate Appraiser No. RZ-173 Florida State Licensed Real Estate Broker No. BK 0161305 VOSB Veteran-Owned Small Business (CCR/Duns 826494957)

B) WORK HISTORY

1983 - Current	Vice President - Vance Real Estate Service
1981 - 1983	President - The Appraisal Company, Fort Lauderdale, Florida
1979 – 1981	Staff Appraiser - Real Property Analysts, Inc., Fort Lauderdale, Florida
1976 - 1980	REALTOR-Associate - The Atwood Corporation, Fort Lauderdale, Florida
1973 - 1975	Teacher of Secondary Language Arts in the Jefferson Parish School in Louisiana

C) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

U.S. Bankruptcy Court, Southern District of Florida

Florida Circuit Court: Broward County

D) APPRAISER SPECIAL MAGISTRATE FOR THE BROWARD CO VALUE ADJUSTMENT BOARD 2002-2010

E) **EXPERIENCE:** 35+years appraising and analyzing real property interests in South Florida.

Partial list of real property types valued:

High value residences, Condominiums/ Co-operatives, Office, Industrial, Multi-family, Restaurants/ bars, Auto dealerships, City Centers, Hotels/ motels, Houses of worship, Schools, Child care centers, Self-storage, Funeral home, Animal Hospital, Mixed use, Nursing homes, Gas sales stations, Marinas, Mobile home parks, Shopping centers, Country clubs/ golf courses, Financial institutions, Bowling centers, Vacant land, Agricultural properties, Environmentally sensitive land

Types of Reports:

Market Value, Eminent Domain, Marketability, Feasibility, Highest and Best Use, Investment Analyses, Partial Interests, Easement Valuations, Estate planning, Marriage dissolution, Land use studies, Damage/Contamination studies

F) PARTIAL LIST OF CLIENTS -

PRIVATE: Individuals, Corporations, Attorneys, Accountants, Habitat for Humanity, Seminole Tribe of Florida

COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; Citigroup; Space Coast Credit Union; State Farm Bank; Florida Shores Bank; American National Bank; Landmark Bank; City National Bank; Englewood Bank & Trust

SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES

FLORIDA CITIES: Fort Lauderdale, Plantation, Cooper City, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, Davie, Hollywood, Pembroke Pines, Hallandale Beach, Lauderhill, Southwest Ranches, Miramar, Boca Raton, Boynton Beach, West Palm Beach, Delray Beach

FLORIDA COUNTIES and AGENCIES: Broward, Palm Beach, Broward County Board of County Commissioners, School Board of Broward County, Broward County Housing Authority

STATE OF FLORIDA Department of Transportation (FDOT), Department of Environmental Protection

U.S. Department of Veterans Affairs, U.S. Department of Treasury (IRS), U.S Marshall's Service, U.S. Attorney

G) EDUCATIONAL BACKGROUND

Academic:

Bachelor of Arts Degree - University of New Orleans, New Orleans, LA - Major: English

Professional:

SEMINAR (AI)

Course 1-A (AIREA) -Introduction to Appraising Real Property, 1977, Passed Exam Capitalization Theory and Techniques, 1978, Passed Exam Course 1-B (AIREA) -Course VIII (AIREA) -Residential Appraising, 1978, Passed Exam Course SPP (AI) Standards of Professional Practice, 1992, Passed Exam Course 2-1 (AIREA) -Case Studies, 1987, Passed Exam Course 2-2 (AIREA) -Report Writing, 1987, Passed Exam Course R-2 (SREA) -Report Writing, 1978, Passed Exam Applied Income Property Valuation, 1983, Passed Exam Course 202 (SREA) -Course 301 (SREA) -Applications/Appraisal Analysis, 1984, No Exam Course SPP (SREA) -Standards of Professional Practice, 1989, No Exam Market Analysis, 1983, Philadelphia Symposium (SREA) -Market Analysis, 1984, Atlanta Symposium (SREA) -Symposium (SREA) -Market Analysis, 1985, Vancouver Symposium (SREA) -Market Analysis, 1986, Atlantic City Symposium (SREA) -Market Analysis, 1988, Los Angeles SEMINAR (AI) Cost Approach (1992/Boston) SEMINAR (AI) - Rates & Ratios (1992/Boston) SEMINAR (AI) - International Appraising (1992/Boston) SEMINAR (AI) - Litigation Valuation/Mock Trial (1993) SEMINAR (AI) - ADA ACT (1993/Reno) - Hotel Valuation (1993) SEMINAR (AI) - Income Capitalization, Methods (1993) SEMINAR (AI) SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994) SEMINAR (AI) - Verifying Market Data (1994) - Market Studies for Appraisals (1994) SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994) SEMINAR (AI) SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994) - Public Safety & Property Values (1995) SEMINAR (AI) - Outparcel Valuation (1995) SEMINAR (AI) - Computer Technology Video Conference (1995) SEMINAR (AI) SEMINAR (AI) - The Internet & the Appraiser (1996) SEMINAR (AI) - Florida Commercial Construction (1996) SEMINAR (AI) - 1996 Data Exchange (1996) - Real Property Rights in Florida (1996) SEMINAR (AI) COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)

- Valuation of Trees (1997)

G) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)

COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)

SEMINAR (AI) - Non-Conforming Uses (1998)

SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)

COURSE (AI) - USPAP & Florida Real Estate Core Law (1998) SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)

SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)

SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)

SEMINAR (AI)

SEMINAR (AI)

- Technology Forum Part II/Intermediate (1999)

Client Satisfaction/Retention/Development (1999)

SEMINAR (AI)

- Attacking and Defending an Appraisal (1999)

SEMINAR (AI) - Federal Appraisal Requirements (2000)

SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)

SEMINAR (AI)

- Analyzing Income Producing Properties (2000)

COURSE (AI)

- USPAP & Florida Real Estate Core Law (2000)

SEMINAR (AI) - Mediation & Alternate Dispute Resolution Seminar (2001)

SEMINAR (AI) - State of the Appraisal Profession (2001)

SEMINAR (AI) - Ad Valorem Assessment Process in Florida (2002)

SEMINAR (AI)
- Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI)
- Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)

SEMINAR (AI) - How to Appraise the Ugly House (2002)

COURSE (AI) - 2-Day Course #430, Standards of Professional Practice, Part C (2002)

SEMINAR (AI) - Market Trends for 2003 (2003)

SEMINAR (AI) - Update on Code of Professional Ethics (2003)

PANEL (AI) - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)

SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2003)

SEMINAR (AI) - Appraisal Agreements (2003)

SEMINAR (AI) - Analyzing Distressed Real Estate (2004)

SEMINAR (AI) - Valuation for Financial Reporting Purposes (2004)

SEMINAR (AI)
SEMINAR (AI)
SEMINAR (AI)
SEMINAR (AI)
- National USPAP Course (2004)
- Inverse Condemnation (2004)
- Loss Prevention (2005)

SEMINAR (AI) - Single Family Fraud Awareness (2005) SEMINAR (AI) - Guide to the new URAR form (2005)

SEMINAR (AI) - Technologies for Real Estate Appraisers (2006) SEMINAR (AI) - The Appraiser's Role in New Urbanism (2006)

SEMINAR (AI) - National USPAP Update (2006)

SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2006)
SEMINAR (AI) - Scope of Work and the New USPAP Requirements (2006)

SEMINAR (AI) - Energy Star and the Appraisal Process (2006)

SEMINAR (AI) - Reappraising, Readdressing, and Reassigning Appraisals (2007)

SEMINAR (AI) - Real Estate Fraud (2007) SEMINAR (AI) - Forecasting Revenue (2007)

SEMINAR (AI)

COURSE (AI)

SEMINAR (AI)

COURSE (AI)

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COURSE (AI)

SEMINAR (AI)

COURSE (AI)

SEMINAR (AI)

- Trainee Roles and Rules (2008)

- Thour National USPAP Update #400 (2008)

SEMINAR (AI)

- Hypothetical Conditions and Assumptions (2008)

SEMINAR (AI) - Real Estate Economy (2008) SEMINAR (AI) - Public Sector Appraising (2009)

SEMINAR (AI) - Inspecting the residential "green" house (2009)

WEBINAR (AI)
SEMINAR (AI)

SEMINAR (AI) - Florida Law for Real Estate Appraisers (2010) SEMINAR (AI) - Supervisor/ Trainee Roles and Rules (2010)

SEMINAR (AI) - The Real Estate Market (2011)

SEMINAR (AI) - Uniform Appraisal Standards for Federal Land Acquisitions- "Yellow Book" (2011)

COURSE (AI) - 15 Hour Appraisal Curriculum Overview (2011) SEMINAR (AI) - Spotlight on USPAP – Agreement for Services (2011)

SEMINAR (AI) - Trial Components (2011)

G) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI) - Lessons from the Old Economy Working in the New (2012)

SEMINAR (AI) - Appraisal Review for General Appraisals (2012)

COURSE (AI) - National USPAP Update (2012)

SEMINAR (AI) - Florida Law (2012) SEMINAR (AI) - Land Valuation (2012)

SEMINAR (AI) - Valuation of Warehouses (2012)

SEMINAR (AI) - IRS Valuation (2012)

SEMINAR (AI) - Business Practices and Ethics (2012)

SEMINAR (AI) - Real Estate Forecast (2013)

SEMINAR (AI) - Advanced Marketability Studies (2013)
SEMINAR (AI) - Developing a Supportable Workfile (2013)

SEMINAR (AI) - Florida Appraisal Law (2014)

SEMINAR (AI) - Liability Issues for Appraisers performing Litigation & Non-Lending Work (2014)

COURSE (AI) -7 Hour National USPAP Update Course (2014)

SEMINAR (AI) - Florida Law (2014)

SEMINAR (AI) - New Real Estate Economy (2014)

SEMINAR (AI) - Economic Engines of Miami-Date County (2015) SEMINAR (AI) - Economic Engines of Broward County (2015)

SEMINAR (AI) - Tightening the Appraisal (2015)

SEMINAR (AI) - Evaluating Commercial Construction (2015)

SEMINAR (AI) - Drone Technology (2015)

SEMINAR (AI) - Loss Prevention for Appraisers (2016) COURSE (AI) - 7 Hour National USPAP Update (2016)

SEMINAR (AI) - Florida Law (2016)

SEMINAR (AI) - Redefining the Appraisal & Its Role in an Evolving Banking Environment (2016)

SEMINAR (AI) - The Tough One, Mixed use properties (2016)

SEMINAR (AI) - Business Practices & Ethics (2016)

SEMINAR (AI) - Economic Engines Driving Broward County (2017) SEMINAR (AI) - Introduction to Green Buildings & passed exam (2017)

SEMINAR (AI) - Another View of the Tough Ones (2017)

SEMINAR (AI)

- Appraising for the Office of Valuation Services, Department of the Interior (2017)

SEMINAR (AI)

- Case Studies in Appraising Green Residential Buildings & passed exam (2017)

SEMINAR (AI)

- Uniform Appraisal Standards for Federal Land Acquisitions & passed exam (2017)

H) PROFESSIONAL INVOLVEMENT

Region X Representative of the Appraisal Institute 2006 – 2009

President of the South Florida Chapter of the Appraisal Institute - 2003

First Vice-President of the South Florida Chapter of the Appraisal Institute -2002

Second Vice-President of the South Florida Chapter of the Appraisal Institute -2001

Secretary of the South Florida Chapter of the Appraisal Institute -2000

Treasurer of the South Florida Chapter of the Appraisal Institute - 1999

Chair of the Education Committee of the S. Florida Chapter of the Appraisal Institute - 1995, 1996, 1997, 1998, 2007-2018

Chair of the University Relations Committee of the South Florida Chapter of the Appraisal Institute - 2006

Director of the South Florida Chapter of the Appraisal Institute 1996 - 1998

Member of Region X (Florida) Ethics and Counseling Panel -AI

Graduate of the Florida REALTORS Institute (GRI)

Director of the Florida Association of REALTORS (FAR) - 1981

Committee Member of the Florida Association of REALTORS, Education Committee 1980 & 1981

Chairman of the Education Committee of the Fort Lauderdale REALTORS - 1981 and 1982; Member 1978, 1979, 1980

Member of the Long Range Planning and Awards Committees of the Fort Lauderdale REALTORS

Instructor for the Investment Division of the Fort Lauderdale REALTORS

I) PROFESSIONAL PUBLICATIONS & PRESENTATION

Prepared and taught Mastering Real Estate Mathematics at the Fort Lauderdale Area Board of REALTORS

Prepared and taught A Guide to Researching Real Estate Information in Broward County and Working Through the Basic Approaches to Market Value, Fort Lauderdale Area Board of REALTORS

J) CIVIC INVOLVEMENT

Member of the Navy League of the United States – Fort Lauderdale Council

Lifetime Honorary Member-Florida Sheriff's Association

Member of Zeta Tau Alpha Alumnae Fraternity



View facing north



View facing east



CRA BOARD MEETING OF: August 14, 2018

PENDING ASSIGNMENTS

AGENDA ITEM: A.1.

SUBJECT:

Consideration and Discussion of the Letter Submitted by the Community Caring Center Boynton Beach, Inc. (CCC), for their property located at 145 NE 4th Ave, Boynton Beach, Florida

SUMMARY:

The Community Caring Center's (CCC) existing property and operation is located within the CRA's Cottage District Project site area and was appraised in April 2017 with a estimated market value of \$171,000 (see Attachment I). While the community outreach functions of the CCC are well received, the commercial nature of the activities provided by the Center create a less than ideal situation for neighboring residential uses. This conflicting, quasi-commercial use has been identified by staff and development professionals, as an obstacle to consumer appeal as a future residential redevelopment project if not relocated.

CRA staff has been working with Sherry Johnson, Executive Director of the CCC over the years to formulate a mutually beneficial acquisition and relocation plan for the CCC. On July 9, 2017, CRA staff received a letter from Ms. Johnson, outlining conceptual terms for the CRA's proposed acquisition of the CCC's existing property and financial conditions necessary for the redevelopment of a new facility. At that time, Ms. Johnson estimated construction costs of approximately \$785,000 to construct. At that time, their offering purchase price to the CRA was \$300,000 with an additional \$100,000 requested in financial assistance toward the construction of their new facility as well as providing the CRA owned relocation site for the sum \$10.00 (see Attachment II).

In January 2017, the CRA purchased the vacant lot located at the corner of NE 3rd Street and NE 9th Avenue, adjacent to two vacant lots owned by the City. According to City Planning and Development staff, combining these three lots would create a parcel large enough for the construction of a new two story, 9,000 square feet building facility and associated parking (see Attachment III). CRA staff and Ms. Johnson met on November 27, 2017 to discuss the status of the proposal and any issues with the site plan or financial terms. During the meeting, Ms. Johnson expressed her desire to explore the possibility of expanding the size of the originally proposed building to accommodate new programs being developed for the future of the CCC.

On June 18, 2018, the CRA's Director and Assistant Director attended the special meeting of the CCC's Board of Directors to discuss new details concerning the proposed construction budget, financial breakdown, size, capacity and timeline for development of the new facility. An email and costs breakdowns were sent to CRA staff on July 3, 2018 (see Attachment IV). The revised

project development budget shows an estimated total cost of construction to be \$2,033,925. The CCC has identified \$875,000 in funding sources and is requesting \$1,158,925 in CRA funding, \$750,000 for acquisition of their current property in FY 2018-2019 and \$408,925 as a site development grant in FY 2019-2020.

FISCAL IMPACT:

To be determined based on CRA board discussion and consideration.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan; Heart of Boynton District

CRAAB RECOMMENDATION:

Mr. Hendricks recused himself citing a conflict of interest. As a result, the item was tabled to the September 6, 2018 CRAAB meeting due to lack of a quorum.

CRA BOARD OPTIONS:

To be determined based on CRA board discussion.

ATTACHMENTS:

Description

Attachment IV - July 3, 2018 email from Ms. Sherry Johnson with updated project cost breakdown.



Community Caring Center of Greater Boynton Beach, Inc.

The Secret Garden Café, A Culinary Incubator Program http://www.cccgbb.org

Board of Directors:

Joyce C. Portnoy, *President*Everlene Baker, *Ist Vice President*Doreen Robinson, *2nd Vice President*Josephine Casello
Janet Dadia *Secretary*Dr. James DeVoursney
Larry Diljohn
Maureen Connolly Shannon
Sharonda McClendon
John E. McGovern, PhD
Arturo Wittman

Advisory Board

Harold Dom Meghan Hayes Dr. Timothy Kehrig Nate Nichols, PhD Dr. Mary Eliz Roth Jane Snell

Staffing

Sherry Johnson, Executive Director Michelle Davis-White, Senior Care Giving Coordinator Tony Miller, Community Outreach Rachel B Waterman, Grant Writer

Social Services
Emergency Food, & Shelter
Senior Care Giving
Senior Veggie Mobile
Home Delivered Meals
Chronic Meal Plans

Economic Development
Culinary Business Development &
Job Training Center

Urban Farming Project
Children's Gardening & Nutrition
Education
Nutrition Cooking Classes
Food Preservation Classes







June 30, 2018

Michael Simon, Executive Director 710 N. Federal Highway Boynton Beach, FL 33435

RE: Sale of CCC Property Located at 145 NE 4th Ave and Purchase of CRA Property NE 9th Ave & NE 3rd St

Dear Mr. Simon:

Thank you for allowing us to take some time to really look at this project and for the assistance you've provided helping to resolve our need to create a new campus that allows for CCC to continue to be a valuable resource to the community. To do that, CCC needs to double its current combined spaces of 5,135 sf to 10,270 sf. The project on the NE 9th Ave 3 parcels might be able to accommodate a 2-story, 9,000 sf structure due to required parking constraints. It would cost \$2,033,925. The CCC has identified potential sources of funding totaling \$875,000, leaving a gap of \$1,158,925 for the CRA's consideration. This could be funded through the acquisition of our existing property located at 145 NE 4th Ave, and other CRA site development resources budgeted over the next two fiscal years: FY 2018/19 and 2019/20.

Background

CCC is faced with having out grown both the CCC offices site (1635 sf), as well as, the business development & job training space (3500 sf). Not to mention, our lease for the incubator is going to expire, and the landlord is preparing to start building his project very soon. So, it is imperative that this project be able to solve space issues for both programs.

In the last year, we have obtained grants and contracts for senior meals, chronic meal plans, and job training programs. CCC is now a United Way funded organization with a 3-year chronic meals contract and CCC will be contracting with a major health care agency for a pilot program to provide chronic meals for renal failure patients. *This one program utilizes* both the talent of our incubator chefs and integrates hands on training and experience for our culinary food prep students. The program is at its infancy this year and will provide 20,000 meals for this one disease, however, there are plans for additional meal plans for other chronic diseases, like chemotherapy patients.

CCC requires enough space to accommodate 1) the growth of our small businesses and their ability to provide jobs; and 2) the continued expansion of our senior & chronic meals program. This includes the opportunity to incorporate job training classes to provide hands on experience, enhancing student's ability to seek employment.

Construction Stats

Our combined square footage is 5,135 for the incubator and offices. We need to try to double that to allow for future programmatic growth for the agency. We have been working with a site planner, Caulfield and Wheeler, Mr. Allan Hendricks. We believe that we can get the first floor footprint on the 3 lots you are offering on NE 9th to about 5,200 sf and then consider going up to a 2nd floor for another 3,800 sf which might be as large as we can go and provide for all the required parking that will be needed.

Looking at a site development of around 9,000 square feet, we obtained enough proposals to feel that the costs associated with the development this project would be approximately \$2M. I'm attaching a preliminary project proforma to this letter you can refer to.

TABLE: IDENTIFIED SOURCES OF PROJECT FUNDING

Site Development	\$2,033,925		
Costs:			
Funding Sources:			
CCC			
Fundraising/Capital		\$250,000	
Campaign			
1 st Presby Delray		\$100,000	
Lost Tree		\$100,000	
Lattner		\$100,000	
JMoran		\$ 50,000	
Kresge		\$100,000	
NY Comm Bank		\$ 75,000	
Others		<u>\$100,000</u>	
CCC Resources:		\$875,000	
GAP	\$2,033,925 less	\$875,000 =	\$1,158,925
CRA purchase of			
CCC Property			\$ 750,000
CRA Site			
Development Grant			\$ 250,000
Additional funding			
short fall			\$ 258,925

NOTES: Should our fundraising or grant applications not produce desired amounts, CCC has a \$300,000 mortgage capacity.

We are requesting that the CRA look at the \$1,158,925 gap in financing as a multi-year commitment to the development of our new Small Business Development and Job Training Center. This could be budgeted over 2 consecutive years: FY 2018/19 \$750,000 & FY 2019/20 \$508,925. Things to consider would be items in the development of the site that could be paid by you like unification of title, alley abandonment, sidewalks, on street improvements, lighting, soil borings, surveys, and soil reports that we might be required as a developer to provide and possibly site development grants for things like engineering drawings, architecture, permitting costs, FPL fees, etc.

Sincerely,

Sherry Johnson, Executive Director

Sherry Johnson

SITE DEVELOPMENT

SITE DEVELOPINE				
Site Development			TOTAL	Notes
Expenses:				2-Story 9,000 sf
Land Acquisition				
Presentation	2,000			
Renderings	2,800			
Legal	2,500			
Accounting	1,800			
Title Company	2,800			
Financing \$300,000 construction cost 18 mo @ 6.75	30,375			
Closing Costs 1.5% of \$300,000	4,500			
Acquisition Cost	\$46,775		46,775	
CAULFIELD & WHEELER FEES				

r	Ι	
Unification of		
Properties	1,750	1,750
Engineering		
Boundary/Surveys	2,900	
Site Plan Development	2,750	
Landscaping Plan	2,250	
Irrigation Plans	1,350	
Tree Mitigation	800	
Photometric Plan	1,670	
Total Engineering	11,720	11,720
Civil Engineering - Design Phase		
Polution Prevention Plan	405	
Paving, Grading & Drainage Plans	2,700	
Water Distribution Plan	1,215	

Sanitary Sewer Plans	1,200			
Engineer's Opinion of				
Costs	350			
Traffic Statement	1,000			
Total Civil Engineering				
Fees	6,870		6,870	
	0,010		0,010	
Preparation of Permits				
Applications and				
Approvals Fees				
to the City of Boynton				
Beach	1,080			
to the City of BB				
Engineering Dept	1,185			
to PBC Health Dept	945			
Total Permil				
Application Pkg	3,210		3,210	
1,1,	3,210		3,210	
TOTAL CAULFIELD &				
WHEELER FEES	\$23,550		 \$23,550	
	\$23,550		\$23,550	

1		
Building 9000 sf @ \$225 sf	\$1,700,000	\$1,700,000
Exterior		
27 parking spaces @ \$1800 ea	48,600	
Lighting	5,000	
Fencing	6,000	
Security	4,000	
Total Exterior	\$63,600	\$63,600
Total Expenses	\$1,833,925	\$1,833,925
Site Development		
Equipment		
contingencies	\$200,000	\$200,000
	\$2,033,925	\$2,033,925