Community Redevelopment Agency Board Meeting
Tuesday, October 9, 2018 - 6:30 PM
Intracoastal Park Clubhouse, 2240 N. Federal Highway
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**
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**
   - **A.** The 7th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash Official Proclamation
   - **B.** Florida Redevelopment Association (FRA) 2018 Roy F. Kenzie Awards and International Festivals & Events Association (IFEA) 2018 Pinnacle Awards
8. **Information Only**
   - **A.** Public Comment Log
   - **B.** CRA Cottage District Project Update
9. **Public Comments**
10. **Consent Agenda**
    - **A.** Financial Report Period Ending September 30, 2018
    - **B.** Finance Department Purchase Orders for amounts exceeding $10,000 for the month of September 2018
    - **C.** Approval of CRA Board Meeting Minutes - August 14, 2018
    - **D.** Approval of Extension for Divine N Corp, d/b/a That's Amore's Commercial Facade Improvement Grant Programs located in Casa Costa

11. Pulled Consent Agenda Items

12. Public Hearing

13. Old Business

A. Approval of Modifications to the Economic Development Grant Programs for FY 2018-2019

B. Consideration of the FY 2018-19 Non-Profit Organization Grant Funding Program

C. Project Update 211 E. Ocean Avenue

D. Consideration of a Holiday Tree Lighting

14. New Business

A. Consideration of Purchase of a Portion of the Property Located at 1003 NE 3rd Street

B. Consideration of Second Renewal Option of the Boynton Harbor Marina Management Agreement with Waypoint Marine, Inc.

15. CRA Advisory Board

A. CRA Advisory Board Agenda - October 4, 2018

B. CRA Advisory Board Meeting Minutes - September 6, 2018

C. 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 **Tabled (8/2/18)**

D. Reports on Pending Assignments

1. None

E. New Assignments

1. None

16. Future Agenda Items

A. Consideration of Responses to a RFP/RFQ for Redevelopment of CRA-Owned Properties within the MLK, Jr Boulevard Corridor

B. Discussion and Consideration of Amendments to the 2016 Community Redevelopment Plan, Modifying Future Land Use Recommendations for Properties Located in the Federal Highway Corridor District South (Totaling Approximately 5.7 Acres), Correcting Errors in the Heart of Boynton District, and Updating the Implementation Guide

C. Discussion of the Goals and Objectives of the Neighborhood Officer Program for Fiscal Year 2018-2019.

17. Adjournment

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CRA BOARD WITH RESPECT TO ANY

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

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

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

CRA BOARD MEETING OF: October 9, 2018

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.A.

SUBJECT:

The 7th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash Official Proclamation

SUMMARY:

The Boynton Beach Community Redevelopment Agency will host the 7th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash on Saturday, October 27th from 11:00 a.m. to 9:00 p.m. and Sunday, October 28th from 11:00 a.m. to 6:00 p.m.

The free festival will take place in downtown Boynton Beach along East Ocean Avenue between N.E. 3rd Street and Federal Highway, and along N.E. 4th Street.

The festival will feature 12 areas of nonstop entertainment and swashbuckling activities, including:

- Acrobats
- Wheel Walkers
- Magicians
- Live music
- Cannons
- Gypsy Dancers
- Pirate Re-enactments
- Silk Dancers
- Fire Dancers
- Comedy Shows
- Dance performances
- Live mermaid encounters
- Pirate characters
- Kid's fun zones

A variety of CRA District businesses, offering retail and professional services will be featured in the festival's *Enchanted Market*. Event patrons who participate in the festival's treasure hunt will be guided to interact with participating CRA District businesses. Additionally, the *Oasis*, a newly added area of the festival, will be a designated exhibition tent where CRA District businesses, event sponsors, and community partners will feature product, service, and educational demonstrations.

Furthermore, the festival will feature the Royal Haunt Wedding, Mermaid Pageant, multiple costume contests, and many other interactive activities. There will also be a variety of unique craft and retail vendors, as well as food and beverage options including The Pirate's Rebellion, a craft beer specially developed for the festival by Due South Brewing Company.

Visit www.bbpiratefest.com for more details.

EVENT MARKETING & BUSINESS DEVELOPMENT

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 October full-page ad featured the Boynton Beach Haunted Pirate Fest & Mermaid Splash with sponsorship placement. $450.00 (Exhibit A)

Delray Beach Newspaper - The October issue of the Delray Newspaper featured a full-page color ad highlights the Boynton Beach Haunted Pirate Fest & Mermaid Splash with sponsorship placement. 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 and was also in the Boca Newspaper with 12,000 more papers distributed in Boca Raton**. $795.00 (Exhibit B)

Coastal Angler - A quarter-page ad in the Coastal Angler Magazine featured the Boynton Beach Haunted Pirate Fest & Mermaid Splash. Coastal Angler Magazine is a source for anglers, boaters, and conservationists and is the **second largest free outdoor publication in the nation with 40,000 circulation per month in Palm Beach, Broward, Dade, and Monroe counties**. $265.00 (Exhibit C)

Alco Capital Theaters- A Boynton Beach Haunted Pirate Fest & Mermaid Splash screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm. The screen shot advertisement will air September 21 - October 25. $300.00 (Exhibit D)

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 Pirate Fest ad appeared in the northern addition *also* as a bonus it appeared in the Southern addition, which cover Boca Raton and Highland Beach. $525.00 quarter page ad (Exhibit E)

Pirate Fest Promo Video - A Pirate Fest 30 sec. video was created and edited as a promo video that will be aired before every movie at Cinemark Boynton Beach 14, Cinemark Palace 20 in Boca Raton, and Shadowood 16 in West Boca Raton starting October 5 – October 25. The video will air 250 times a day and 1,750 times a week at all three theaters combined. $3,835.00 (Exhibit F)

iHeart Radio & Video Campaign – iHeart Media has been a sponsor for 4 years, the sponsorship entails the CRA purchase 30 sec promos for $3,982.00 and iHeart Radio provided

$44,000.00 promotional value of in kind dollars which includes:

- 60 live promotional announcement
- 60 pre-recorded 30 second stream promos Mermaid Shelly & Lord Governor Hyde
- Website inclusion
- 4 Social Media posts on KOOL 105.5
- 2 full day station appearances at the event KOOL105.5 The GATER 98.7
- 4 pre-recorded interviews with cast members Mermaid Shelly and Lord Governor Hyde on KOOL 105.5 - Moe & Sally, GATER 98.7 - Andy Preston, WILD 95.5 - Carmine, and REAL RADIO 94.3 - Franny Cam

($3,982.00 plus voice over actors - Mermaid Shelly $325.00 and Tim Fraley $150.00) total $4,457.00 (Exhibit G)

Hampton Inn Event Banner - As part of the on-going marketing efforts for the Boynton Beach Haunted Pirate Fest & Mermaid Splash the 10 ft. banner was hung on the Boynton Beach Hampton Inn & Guest Suites. $700.00 (Exhibit H)

Posters & Postcards Pirate Fest & Mermaid Splash- Marketing material such as 100 posters, 5,000 6"x9" postcards and flyers for the Boynton Beach Haunted Pirate Fest & Mermaid Splash were delivered to businesses in the CRA district and the Congress Avenue corridor. Staff also delivered flyers to area Boynton Beach elementary schools and postcards delivered to area high schools. $ 823.00 (Exhibit I)

Billboards- The Billboard location at 10th Ave & I-95 and Gateway Blvd. & 1-95 were up 10/1-10/28. This digital billboard location has a 9-second spot looping every 72 seconds. (eight flips per board) each board is highlighted 50 times in an hour. $4,000.00 - The City billboard off Gateway is free. (Exhibit J)

New Times- The New Times campaign runs from October 4 – October 26 with a digital presence on the New Times website http://www.browardpalmbeach.com/, and email newsletter blast delivered to 15,475 emails. $2,500.00 (Exhibit K)

The 7th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash PTV (Pirate Television) videos - 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 and local businesses before, during, and after. Mermaid Shelly was live via satellite on Facebook and Instagram announcing the Mermaid Pageant. 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 at four businesses. The businesses were Alchemy Salon, By Cycle, Ocean Ave. Cafe and So Linda Waxing Oasis. $975.00 (Exhibit L)

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 year's event. Staff is also promoting the Hooks & Tails Costume Contest inviting event goers to enter into the contest. Staff announced the 30-day mark with a video from last year. (Exhibit L)

FISCAL IMPACT:

FY 2018-2019 Project Fund, line item 02-58500-480

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Redevelopment Plan

CRA BOARD OPTIONS:

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

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ATTACHMENTS:

	Description
🗋	**Exhibit A-K**
🗋	**Exhibit L**

Exhibit A Neighborhood News

Exhibit B Delray News and Boca Raton News

Exhibit C Coastal Angler

Exhibit D Alco Theater

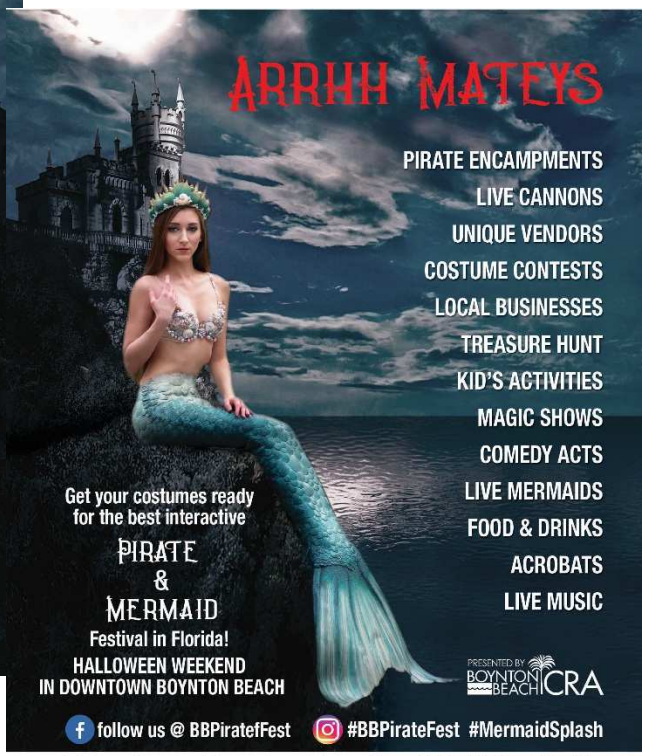
Exhibit E Coastal Star

Exhibit F Promo Video

Exhibit G iHeart Radio

Exhibit H Hampton Inn Banner

Exhibit I Postcards



Downtown Boynton Beach • 100 N.E. 4th St.

FROM I-95
Get off at exit 57 for FL-804/Boynton Beach Blvd. Head east onto Boynton Beach Blvd. Turn right onto Federal Hwy. The festival will be on the right (East Ocean Avenue).

FROM FLORIDA'S TURNPIKE
Get off at exit 86 for FL-804/ Boynton Beach Blvd. Head east onto Boynton Beach Blvd. Turn right onto Federal Hwy. The festival will be on the right (East Ocean Avenue).

INTERPRETERS AVAILABLE UPON REQUEST. Email Coppinm@bbfl.us or Call 561-600-9097

Exhibit I Poster

Exhibit J City Billboard

I-95 & 10th Ave.

Exhibit K New Times

Exhibit K New Times

Exhibit K New Times

Exhibit L

Pirate Fest Facebook

Boynton Beach Haunted Pirate Fest and Mermaid Splash

Published by Azim Hussain [?] · September 4 at 4:18 PM ·

The 7th Annual Haunted Pirate Fest & Mermaid Splash is truly a family-friendly event. Thanks to all of our fans who enjoyed the event last year! We can't wait for October 27 & 28! #BBPirateFest

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0 People Reached	0 Engagements	0 Clicks	Boost Post

Belkis L. Cabrera, Susan Finn and 56 others — 7 Shares

Like · Comment · Share

Performance for Your Post

0 People Reached

503 Video Views

65 Reactions, Comments & Shares

61 Like	46 On Post	15 On Shares
12 Love	12 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
7 Shares	7 On Post	0 On Shares

0 Post Clicks

0 Clicks to Play	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash

September 6 at 5:18 PM ·

Who knows they will still love cosplay many many years from now?

0 People Reached	0 Engagements	0 Clicks	Boost Post

20 — 2 Comments 1 Share

Like · Comment · Share

Performance for Your Post

0 People Reached

23 Reactions, Comments & Shares

16 Like	16 On Post	0 On Shares
3 Love	3 On Post	0 On Shares
1 Haha	1 On Post	0 On Shares
2 Comments	2 On Post	0 On Shares
1 Shares	1 On Post	0 On Shares

0 Post Clicks

0 Photo Views	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash

Published by Azim Hussain [?] · September 7 at 7:12 PM ·

This is one of our favorite acts, a must see during Boynton Beach Haunted Pirate Fest and Mermaid Splash

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0	0	0	
People Reached	Engagements	Clicks	Boost Post

Randy Prats and 52 others — 2 Comments 6 Shares

Like · Comment · Share

Performance for Your Post

0 People Reached

691 Video Views

61 Reactions, Comments & Shares

50 Like	44 On Post	6 On Shares
10 Love	9 On Post	1 On Shares
3 Wow	0 On Post	3 On Shares
2 Comments	2 On Post	0 On Shares
6 Shares	6 On Post	0 On Shares

0 Post Clicks

0 Clicks to Play	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash
September 8 at 6:08 PM

You only have until October 1st!
Winners receive a 2-night stay at the Hampton Inn & Suites Boynton Beach + much more! Enter at BBPirateFest.com

HOOKS & TAILS
COSTUME CONTEST
ENTER AT BBPIRATEFEST.COM

0 People Reached	0 Engagements	0 Clicks	Boost Post

Fay Ray, Catherine Downey and 44 others — 7 Shares

Performance for Your Post

0 People Reached

54 Reactions, Comments & Shares

47 Like	39 On Post	8 On Shares
8 Love	8 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
7 Shares	7 On Post	0 On Shares

0 Post Clicks

0 Photo Views	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash

Published by Azim Hussain [?] · September 10 at 5:17 PM

We are so excited for Boynton Beach Haunted Pirate Fest and Mermaid Splash this year we can barely keep it in the ship!!

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0	0	0	Boost Post
People Reached	Engagements	Clicks	

54 1 Comment 15 Shares

Like Comment Share

Performance for Your Post

0 People Reached

667 Video Views

16 Reactions, Comments & Shares

74 Like	0 On Post	74 On Shares
9 Love	0 On Post	9 On Shares
1 Wow	0 On Post	1 On Shares
1 Comments	1 On Post	0 On Shares
15 Shares	15 On Post	0 On Shares

0 Post Clicks

0 Clicks to Play	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash

September 12 at 5:56 PM

Check out the logo from the first Boynton Beach Haunted Pirate Fest and Mermaid Splash. Our ship has sailed so far since 2012!

0	0	0	Boost Post
People Reached	Engagements	Clicks	

43 2 Comments 7 Shares

Like Comment Share

Performance for Your Post

0 People Reached

52 Reactions, Comments & Shares

37 Like	36 On Post	1 On Shares
7 Love	7 On Post	0 On Shares
2 Comments	2 On Post	0 On Shares
7 Shares	7 On Post	0 On Shares

0 Post Clicks

0 Photo Views	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash

Published by Azim Hussain [?] · September 13 at 1:05 PM ·

Have you seen these banners around downtown Boynton Beach? It means the Pirates Are Coming!

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0	0	0	
People Reached	Engagements	Clicks	Boost Post

Alyn Bryan, Lucy Nguyen and 82 others — 3 Comments 22 Shares

Like · Comment · Share

Performance for Your Post

0 People Reached

1,416 Video Views

26 Reactions, Comments & Shares

146 Like	0 On Post	146 On Shares
22 Love	0 On Post	22 On Shares
3 Wow	0 On Post	3 On Shares
4 Comments	4 On Post	0 On Shares
22 Shares	22 On Post	0 On Shares

0 Post Clicks

0 Clicks to Play	0 Link Clicks	0 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

Performance for Your Post

0 People Reached

60 Reactions, Comments & Shares

45 Like	45 On Post	0 On Shares
11 Love	11 On Post	0 On Shares
4 Comments	4 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

0 Post Clicks

0 Photo Views	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash
September 16 at 4:44 PM ·

Who is planning on entering the Mermaid Pageant at The 7th Annual Haunted Pirate Fest & Mermaid Splash?

0 People Reached	0 Engagements	0 Clicks	Boost Post

Jerica Evans, David Gallego and 24 others — 1 Comment 3 Shares

Like · Comment · Share

Performance for Your Post

0 People Reached

31 Reactions, Comments & Shares

31 Like	22 On Post	9 On Shares
12 Love	5 On Post	7 On Shares
1 Angry	0 On Post	1 On Shares
1 Comments	1 On Post	0 On Shares
3 Shares	3 On Post	0 On Shares

0 Post Clicks

0 Photo Views	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash
Published by Azim Hussain [?] · September 17 at 3:50 PM ·

Dare modeling/performing page has entered the Hooks & Tails Costume Contest! Enter your costume at BBPirateFest.com

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0	0	0	Boost Post
People Reached	Engagements	Clicks	

19 1 Comment 5 Shares

Like Comment Share

Performance for Your Post

0 People Reached

445 Video Views

26 Reactions, Comments & Shares

27 Like	**19** On Post	**8** On Shares
2 Love	**1** On Post	**1** On Shares
1 Comments	**1** On Post	**0** On Shares
5 Shares	**5** On Post	**0** On Shares

0 Post Clicks

0 Clicks to Play	**0** Link Clicks	**0** 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash

September 18 at 5:42 PM ·

We heard a pirate is on his way to Boynton Beach this Friday, 9/21. If you can find him at By Cycle or 4 Reel Services Inc. you may be able to steal a photo with him, and win a prize!

0 People Reached	0 Engagements	0 Clicks	Boost Post

By Cycle and 15 others — 2 Comments

Like · Comment · Share

Performance for Your Post

0 People Reached

18 Likes, Comments & Shares

16 Likes	16 On Post
2 Comments	2 On Post
0 Shares	0 On Post

0 Post Clicks

0 Photo Views	0 Link Clicks

NEGATIVE FEEDBACK

0 Hide Post	0 Hid
0 Report as Spam	0 Unli

Reported stats may be delayed from wha

Boynton Beach Haunted Pirate Fest and Mermaid Splash
September 19 at 5:45 PM ·

PTV is live this Friday, 9/21 we will be at By Cycle, Alchemy and 4 Reel Services Inc.! If you can find us in downtown Boynton Beach you could win some pirate booty.

0	0	0	Boost Post
People Reached	Engagements	Clicks	

Misha Blackmon, Michael Albert and 6 others

Performance for Your Post

0 People Reached

8 Likes, Comments & Shares

8 Likes	**8** On Post	**0** On Shares
0 Comments	**0** On Post	**0** On Shares
0 Shares	**0** On Post	**0** On Shares

0 Post Clicks

0 Photo Views	**0** Link Clicks	**0** 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash
Published by Renee Michelle Roberts [?] · September 19 at 2:45 PM ·

Today is International Talk Like a Pirate Day! What's your favorite pirate lingo?

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0 People Reached	0 Engagements	0 Clicks	Boost Post

15 4 Shares

Like Comment Share

Performance for Your Post

0 People Reached

419 Video Views

19 Reactions, Comments & Shares

24 Like	**10** On Post	**14** On Shares
6 Love	**4** On Post	**2** On Shares
5 Haha	**1** On Post	**4** On Shares
0 Comments	**0** On Post	**0** On Shares
4 Shares	**4** On Post	**0** On Shares

0 Post Clicks

0 Clicks to Play	**0** Link Clicks	**0** 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash was live.

Published by Azim Hussain [?] · September 20 at 11:26 AM ·

We are live with WiLD 95.5 today! The Pirates Are Coming!

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0 People Reached	0 Engagements	0 Clicks	Boost Post

Fay Ray, Randy Prats and 19 others — 2 Comments 3 Shares

Like · Comment · Share

Performance for Your Post

0 People Reached

286 Video Views

26 Reactions, Comments & Shares

23 Like	19 On Post	4 On Shares
2 Love	2 On Post	0 On Shares
2 Comments	2 On Post	0 On Shares
3 Shares	3 On Post	0 On Shares

0 Post Clicks

0 Clicks to Play	0 Link Clicks	0 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash

Published by Azim Hussain [?] · September 21 at 5:32 PM ·

Fay Ray has entered the Hooks & Tails Costume Contest! If this isn't the most HAUNTED costume you have ever seen, we don't know what is. Don't forget that you can still enter the contest at BBPirateFest.com

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0	0	0	
People Reached	Engagements	Clicks	Boost Post

28 4 Comments 16 Shares

Like Comment Share

Performance for Your Post

0 People Reached

582 Video Views

49 Reactions, Comments & Shares

38 Like	20 On Post	18 On Shar
8 Love	6 On Post	2 On Shar
6 Wow	3 On Post	3 On Shar
4 Comments	4 On Post	0 On Shar
16 Shares	16 On Post	0 On Shar

0 Post Clicks

0 Clicks to Play	0 Link Clicks	0 Other Cli

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 pos

Boynton Beach Haunted Pirate Fest and Mermaid Splash was live.

Published by Renee Michelle Roberts [?] · September 21 at 3:15 PM ·

We're live at SoLinda Waxing Oasis!

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0 People Reached	0 Engagements	0 Clicks	Boost Post

April Jones Gascoine, Fay Ray and 16 others 3 Comments 6 Shares

Like Comment Share

Performance for Your Post

0 People Reached

489 Video Views

27 Reactions, Comments & Shares

40 Like	**16** On Post	**24** On Shares
8 Love	**2** On Post	**6** On Shares
3 Comments	**3** On Post	**0** On Shares
6 Shares	**6** On Post	**0** On Shares

0 Post Clicks

0 Clicks to Play	**0** Link Clicks	**0** 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

Boynton Beach Haunted Pirate Fest and Mermaid Splash was live.

Published by Azim Hussain [?] · September 21 at 12:46 PM ·

We're live at East Ocean Cafe for lunch!

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

0	0	0	
People Reached	Engagements	Clicks	Boost Post

Leah Sklar Nerges, Misty Ziminsky and 33 others

Like · Comment · Share

Performance for Your Post

0 People Reached

272 Video Views

36 Reactions, Comments & Shares

33 Like	33 On Post	0 On Shares
6 Love	6 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

0 Post Clicks

0 Clicks to Play	0 Link Clicks	0 Other Click

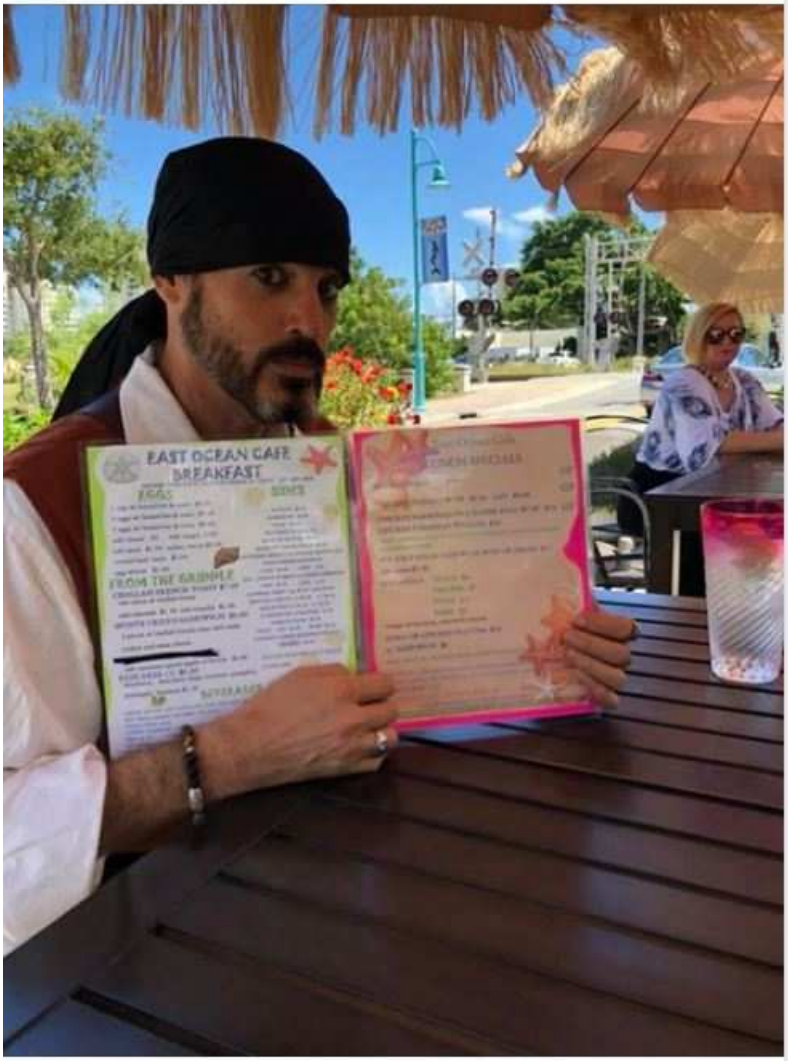
NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Boynton Beach Haunted Pirate Fest and Mermaid Splash
September 21 at 12:42 PM ·

Lunchtime at East Ocean Cafe!



0	0	0	
People Reached	Engagements	Clicks	Boost Post

Frank Cotugno, Randy Prats and 17 others

Performance for Your Post

0 People Reached

20 Reactions, Comments & Shares

18 Like	**18** On Post
1 Love	**1** On Post
1 Haha	**1** On Post
0 Comments	**0** On Post
0 Shares	**0** On Post

0 Post Clicks

0 Photo Views	**0** Link Clicks

NEGATIVE FEEDBACK

0 Hide Post	**0** Hide
0 Report as Spam	**0** Unlik

Reported stats may be delayed from what a

Boynton Beach Haunted Pirate Fest and Mermaid Splash was live.

Published by Renee Michelle Roberts · September 21 at 11:54 AM

We're live at Alchemy Eco Salon & Swim Boutique getting ready for Pirate Fest!

Get More Likes, Comments and Shares
Boost this post for $40 to reach up to 22,000 people.

1,796	144	282	
People Reached	Engagements	Clicks	Boost Post

31 22 Comments 10 Shares

Like Comment Share

Performance for Your Post

1,796 People Reached

1,240 Video Views

147 Reactions, Comments & Shares

83 Like	27 On Post	56 On Shares
36 Love	6 On Post	30 On Shares
1 Haha	0 On Post	1 On Shares
2 Wow	0 On Post	2 On Shares
29 Comments	25 On Post	4 On Shares
10 Shares	10 On Post	0 On Shares

282 Post Clicks

48 Clicks to Play	0 Link Clicks	234 Other Clicks

NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

CRA BOARD MEETING OF: October 9, 2018

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.B.

SUBJECT:

Florida Redevelopment Association (FRA) 2018 Roy F. Kenzie Awards and International Festivals & Events Association (IFEA) 2018 Pinnacle Awards

SUMMARY:

Florida Redevelopment Association 2018 Roy F. Kenzie Awards

The Florida Redevelopment Association (FRA) for outstanding redevelopment achievements has recognized the Boynton Beach Community Redevelopment Agency (BBCRA). The FRA presents awards annually to projects that exhibit the best practices in Florida redevelopment over the past year. The winners will be honored during FRA's 2018 Annual Conference awards dinner to be held October 25, 2018 in Ft. Myers, Florida.

This year, the BBCRA has earned two awards:

- **Out of the Box category - Social Media Outreach Program (SMOP)**

  Social media is rapidly changing the way companies market and promote their businesses. This wave of interactive technology has transformed our knowledge of day-to-day communication and business operations. Small businesses are unable to compete with the national brands who are interacting with customers more than ever on social media. Recognizing that need, the Boynton Beach CRA developed a Social Media Outreach Program free of charge to businesses within the CRA Area to supplement their marketing efforts and understanding of how social media may be used to customize strategies for business promotion and increase customer engagement through a professional online identity.

- **Annual Report category - FY 2016-2017 Annual Report**

  The Boynton Beach CRA's goal for this year's Annual Report was to highlight the coastal community's progress for fiscal year 2016-2017. The report includes detailed information on financial transparency, capital projects, upcoming neighborhood improvements and economic development initiatives through events in Downtown Boynton Beach. Throughout the year, the Annual Report was used to inform developers and community stakeholders of the progress within the CRA Area. Displayed throughout the community, distributed as an insert in the local newspapers, and made available for download from the CRA's website, the Annual Report increases public awareness about the CRA's ongoing revitalization efforts.

The FRA awards committee carefully selects the winners from over 60 entries. All of the entries embody the spirit of successful community redevelopment and revitalization (see Attachment I).

International Festivals & Events Association (IFEA) 2018 Pinnacle Awards

The International Festivals & Events Association (IFEA) paid tribute to the Boynton Beach Community Redevelopment Agency (BBCRA) events during the IFEA/Haas & Wilkerson Pinnacle Awards Ceremony held at the 63rd Annual IFEA Convention, Expo & Retreat in San Diego, California.

The BBCRA received **17 awards (4) Gold (7) Silver and (6) Bronze** in the prestigious IFEA/Haas & Wilkerson Pinnacle Awards competition:

1. **Gold** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash, Best Radio Promotion (Ad Spot or PSA)
   Budget: $250,000 to $1 Million
2. **Gold** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash, Best Single Newspaper Display Ad
   Budget: $250,000 to $1 Million
3. **Gold** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash, Best Event Promotional Photograph
   Budget: $250,000 to $1 Million
4. **Gold** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash, Flask-Best Give-Away Item
   Budget: $250,000 to $1 Million
5. **Silver** Boynton Beach CRA The 3rd Annual MLK Celebration of Unity, Best Single Newspaper Display Ad
   Budget: Under $250,000
6. **Silver** The 3rd Annual MLK Celebration of Unity, Best Outdoor Billboard
   Budget: Under $250,000
7. **Silver** The 46th Annual Boynton Beach Holiday Boat Parade, Best Single Digital/Social Ad
   Budget: Under $250,000
8. **Silver** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash A Picture Book for Sponsor Packages, Best Miscellaneous Printed Materials (Multiple Page)
   Budget: $250,000 to $1 Million
9. **Silver** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash, Best Ad Series
   Budget: $250,000 to $1 Million
10. **Silver** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash, Best Event Promotional Photograph
    Budget: $250,000 to $1 Million
11. **Silver** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash, Best Outdoor Billboard
    Budget: $250,000 to $1 Million
12. **Bronze** The 46th Annual Boynton Beach Holiday Boat Parade, Best Single Newspaper Display Ad

Budget: Under $250,000

13. **Bronze** The 47th Annual Boynton Beach Holiday Tree Lighting and Concert, Best Promotional Poster
Budget: Under $250,000

14. **Bronze** The 47th Annual Boynton Beach Holiday Tree Lighting and Concert, Tie Best Event Promotional Photograph
Budget: Under $250,000

15. **Bronze** The 4th Annual Boynton Beach Blarney Bash, Best Event Video Promotion
Budget: Under $250,000

16. **Bronze** The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash Event Map/Schedule Best Event Program
Budget: $250,000 to $1 Million

17. **Bronze** Bronze - The 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash Tumbler Best Give-Away Item
Budget: $250,000 to $1 Million

International contenders included such diverse event organizations as the Singapore Garden Festival in Singapore; RedFilo Events, Abu Dhabi, UAE; Destination NSW, Sydney, Australia; The Third China International Circus Festival, Guangzhou, China; Feria Estatal de Leon, Leon, Mexico; Ludwig Van Beethoven Easter Festival, Krakow, Poland; Cuckoo Events, Dublin, Ireland; Rotterdam Festivals, Rotterdam, Netherlands; Festival Lent, Maribor, Slovenia; and, the Ansan Street Arts Festival, Ansan, South Korea.

Awards were handed out in 71 different categories in total including Best TV Promotion; Social Media Site; Commemorative Poster; Sponsorship Program; Green Program; Parade; Educational Program, Children's Program; Social Media Campaign; and, Merchandising Program and Festival & Event Management Degree Programs in addition to the highest award given by the IFEA in recognition of those Festivals and events who have a balance of all the elements necessary to ensure a successful event – the Grand Pinnacle.

ATTACHMENTS:

Description

- **Attachment I - FRA Award Notifications**

From: Jessie Johnson <jjohnson@rboa.com>
Sent: Wednesday, September 19, 2018 3:25 PM
To: Smith-Coffey, Tracy <Smith-CoffeyT@bbfl.us>
Cc: 'Carol Westmoreland' <CWestmoreland@flcities.com>
Subject: RE: 2018 FRA Awards

Tracy – My apologies, I am running down a list of who entered. The judges have also selected the Boynton Beach CRA as an award recipient in the Out of the Box category.

Again, congratulations!

We look forward to seeing you in Fort Myers.

Jessie Johnson
Account Manager
Florida Redevelopment Association
jjohnson@rboa.com
RB Oppenheim Associates
2040 Delta Way
Tallahassee, FL 32303
Office: (850) 386-9100
Fax: (850) 386-4396
www.rboa.com

From: Jessie Johnson
Sent: Wednesday, September 19, 2018 3:11 PM
To: 'smith-coffeyT@bbfl.us'
Cc: 'Carol Westmoreland'
Subject: 2018 FRA Awards

Hi Tracy,

Congratulations! On behalf of the Florida Redevelopment Association, the judges have selected the Boynton Beach CRA as an award recipient in the annual report category. A winning entry is an acknowledgement of the excellence and hard work of your organization.

Please join us for a special awards ceremony during the annual conference on October 25 from 6:30-9 pm. During the ceremony we will officially announce our winners and honor you and your team's dedication to redevelopment.

Once again, congratulations, and thank you for your participation in our 2018 awards program!

We will be sending over media kits in the coming days to help you promote the award in your local community. If you have any questions or concerns, please feel free to reach out.

Sincerely,

Jessie Johnson
Account Manager
Florida Redevelopment Association
jjohnson@rboa.com
RB Oppenheim Associates
2040 Delta Way
Tallahassee, FL 32303
Office: (850) 386-9100
Fax: (850) 386-4396
www.rboa.com

CRA BOARD MEETING OF: October 9, 2018

INFORMATION ONLY

AGENDA ITEM: 8.A.

SUBJECT:
Public Comment Log

SUMMARY:
None.

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

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CRA BOARD MEETING OF: October 9, 2018

INFORMATION ONLY

AGENDA ITEM: 8.B.

SUBJECT:

CRA Cottage District Project Update

SUMMARY:

At their August 14, 2018 meeting the CRA Board heard presentations from three nonprofit entities (Neighborhood Renaissance, Inc., Paragon Legacy, LLC, and Sunrise City CHDO) that responded to the 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, see Attachment I).

The RFP/RFQ document listed potential incentives, site plan requirements, submission requirements, and evaluation requirements. CRA staff had reviewed each of the three proposals for sufficiency, adherence to the stated requirements, financial components, community engagement, and evaluation criteria. The CRA Board selected Sunrise City CHDO (SCC) and authorized staff to commence negotiations with SCC in the next 60 days but elected to terminate negotiations at their September 11, 2018 based on certain conditions presented by staff (see Attachment II).

Upon termination of negotiations with SCC, the CRA Board selected the second ranked Proposer, Neighborhood Renaissance, Inc. (NRI) and authorized staff to commence project development negotiations for a period not to exceed 90 days based on their Proposal as submitted (see Attachment III). On September 18, 2018, CRA staff met with representatives of the NRI development team to discuss the number and types of units, the construction pro-forma and financing options as well as the overall feasibility and timing of the project.

Unless otherwise directed by the CRA Board, staff will continue to work with NRI during the next 60 days of the negotiation process to develop terms and conditions which are consistent with the RFP/RFQ and are in the best interest of the CRA. It is anticipated that CRA staff and NRI will present further details of the negotiation process at the November 13, 2018 CRA Board meeting.

FISCAL IMPACT:

To be determined

CRA PLAN/PROJECT/PROGRAM:

2016 CRA Redevelopment Plan, Heart of Boynton District (pages 105-117)

CRA BOARD OPTIONS:

No action required unless otherwise determined by the CRA Board.

ATTACHMENTS:

	Description
🗋	**Attachment I - Issued Cottage District Infill Housing Redevelopment Project RFP/RFQ and Addenda**
🗋	**Attachment II - Agenda Cover - September 11, 2018 CRA Board Meeting**
🗋	**Attachment III - NRI's Cottage Distirct RFP/RFQ Proposal**

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. Community and Economic Setting

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. Property Disposal and Project Description

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. Land Use Regulations

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, wswoope@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. Architectural and Design Considerations

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. Commitment to the Project

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. Proposal Requirements for the Project Site Plan

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. Proposal Submission Requirements

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/RFQ 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. Anticipated Schedule and Sequence of Events

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:	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 Board*:	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/RFQ 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

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 Questions

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. Limitations on Communications - Cone of Silence/No Lobbying

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. Deed Restriction and Homeowners and Property Owners Associations

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, BoyntonBeachCRA@bbfl.us.**

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. Drug Free Workplace Certification

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.

Cottage District
CRA Owned Properties 4/16/18

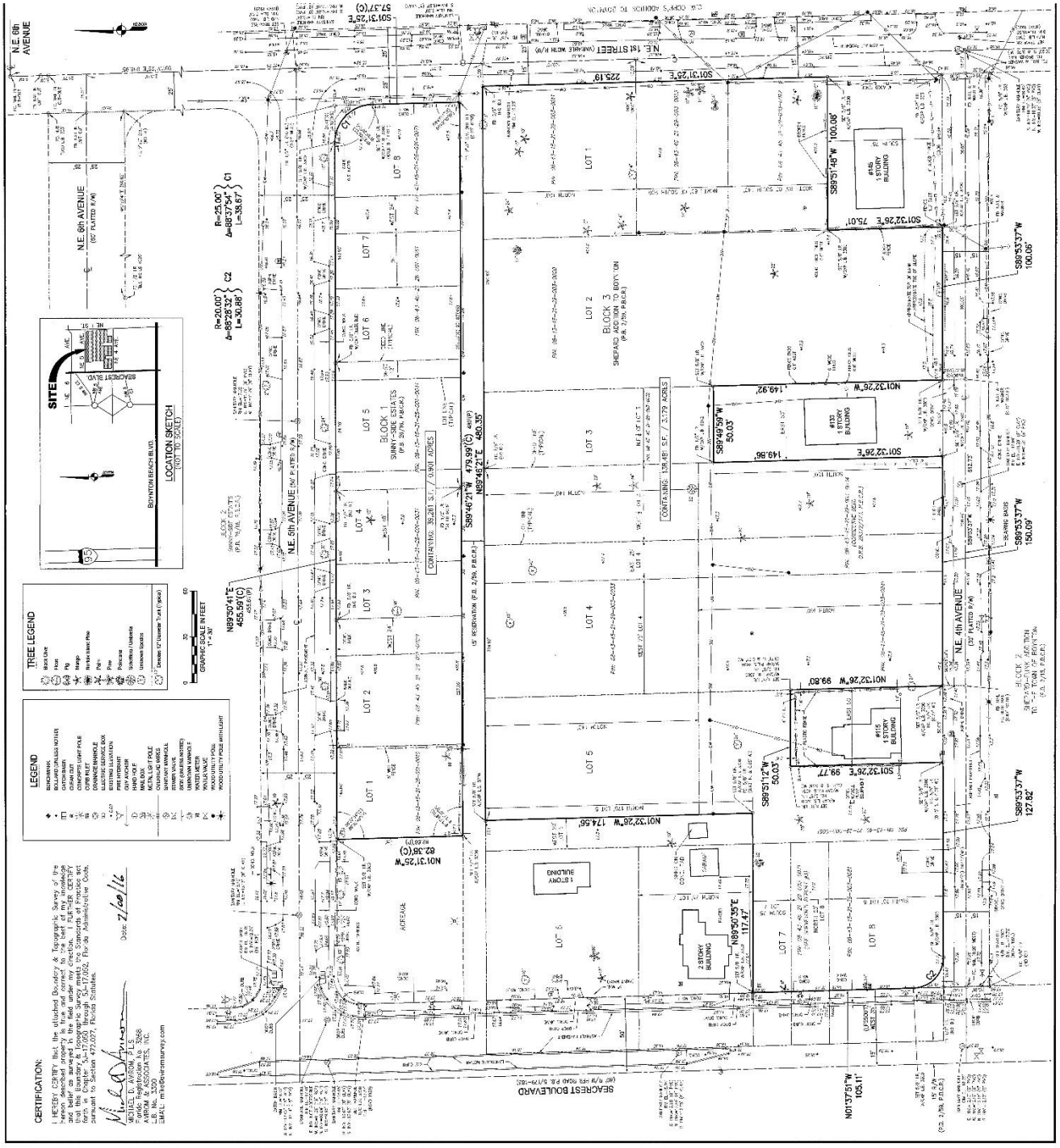
ATTACHMENT "B"

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 be acquired by another business entity? If yes, please explain the impact to the organization and management efforts. _____

Age of Organization – In continuous business since: _____

Leadership - List Corporate Officers, Principals, Partners or owners of your Organization with titles and addresses. If a 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

****

Re: Boynton Beach Community Redevelopment Agency
Cottage District Infill Housing Redevelopment Project, Request for Proposal/Request for Qualifications (RFP/RFQ) dated May _____, 2018

To Whom It May Concern:

The undersigned has read the Boynton Beach CRA (BBCRA) Request for Proposal/Request for Qualifications (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, and conditions expressed therein. We have read, rely upon, acknowledge and accept the BBCRA's disclosure and disclaimer, which is fully incorporated by reference into this letter, and certify that all of the requirements as described in the RFP/RFQ are enclosed.

Sincerely,

_____
Name of Proposer

_____
Print Name and Title

_____
Authorized 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 applicable):_____

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.

By:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____ _____, 2018, by _____ who is personally known to me or who has respectively produced as identification and did not take an oath.

Notary Public: _____

Print Name: _____

Commission No: _____
(Seal)
My Commission Expires: _____

Name: _____

Home Address: _____

Home Telephone Number: _____

Business Telephone Number: _____

Fax Number: _____

Date of Birth: _____

Professional License Number: _____

ATTACHMENT "H"

LOCAL HISTORIC ARCHITECTURAL EXAMPLES

ATTACHMENT "I"

DESIGN CRITERIA

Minimum design guidelines

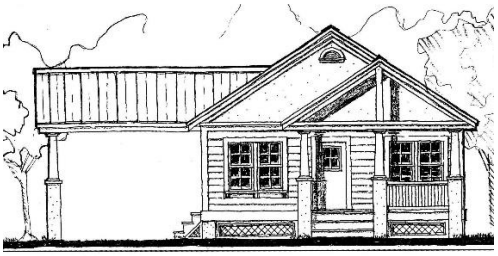
A. Unit Size (1,200-1,600 s.f., 3 bedroom/2 bath)
B. Unit amenities (1 car garage minimum, front porch minimum, French doors instead of sliding glass)
C. Type of Construction (CBS, Insulated Concrete Forms, etc.)
D. Energy Efficiency and Green Building (see Attachment "K")
E. Streetscape (landscaping, 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.)

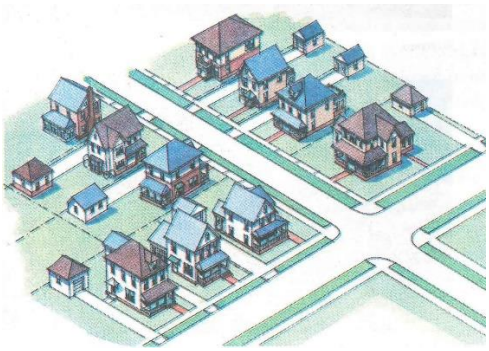
ATTACHMENT "J"

SAMPLE ELEVATIONS

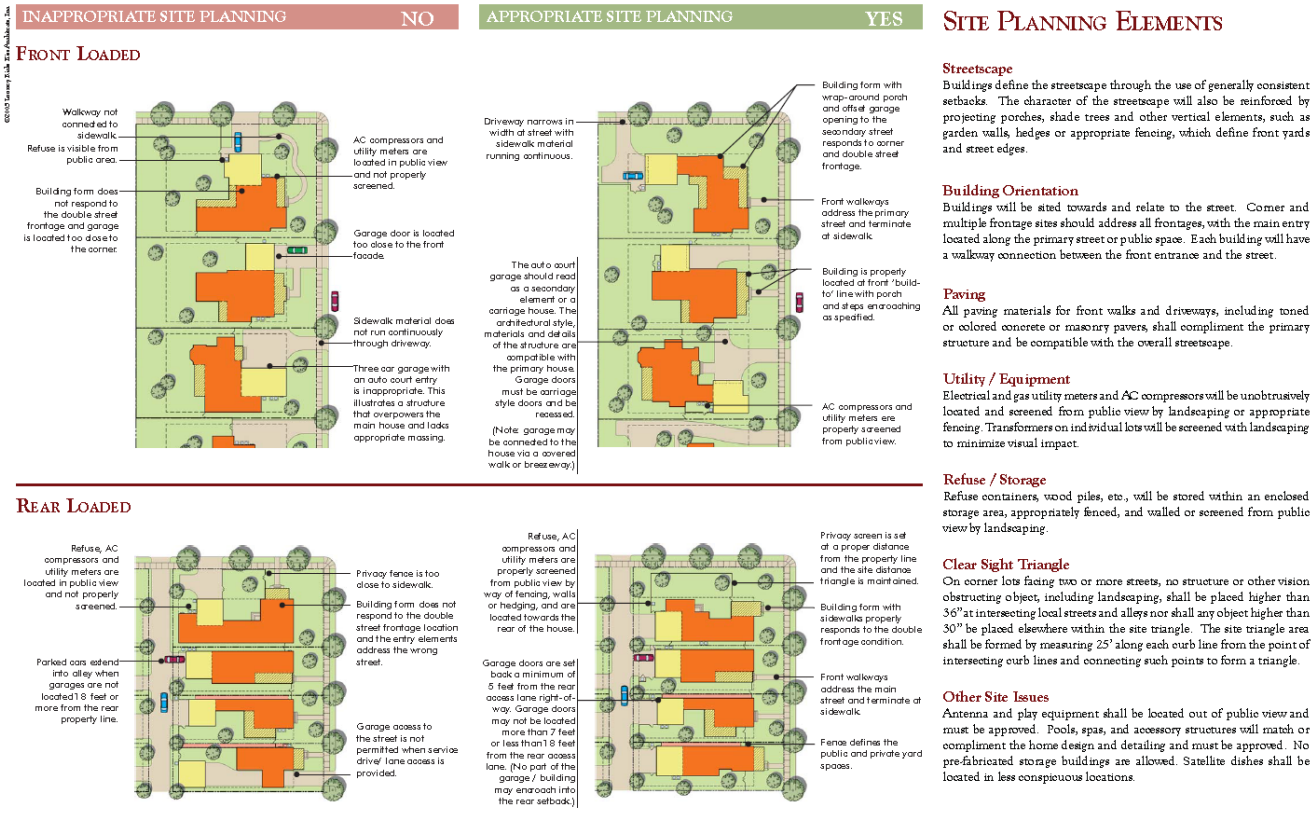
EXHIBIT J (Cont.)

Alternative Carport Options and Urban Neighborhood Site Plan Concepts





graphics below by Looney Ricks Kiss Architects, Inc.



SITE PLANNING ELEMENTS

Streetscape
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. Corner and multiple frontage 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.

Paving
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
On corner lots facing two or more streets, no structure or other vision obstructing object, including landscaping, shall be placed higher than 36" at intersecting local streets and alleys nor shall any object higher than 30" be placed elsewhere within the site triangle. The site triangle area shall be formed by measuring 25' along each curb line from the point of intersecting curb lines and connecting such points to form a triangle.

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.

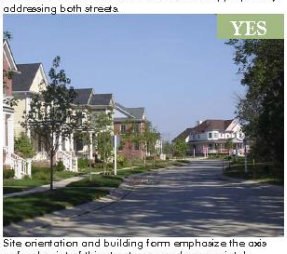
graphics below by Looney Ricks Kiss Architects, Inc.

Homes on corner lots with multiple frontages.

Architectural character, materials and detailing continue from the front to the side facade appropriately addressing both streets.

Inappropriate architectural character, massive irregular form and a lack of appropriate detailing fail to address the secondary street facade.

Homes that terminate views.



Site orientation and building form emphasize the axis or focal point of this streetscape and appropriately terminate the view.

Inappropriate site orientation and building form does not acknowledge the focal point on this streetscape and fails to appropriately terminate the view.

Homes that define the street edge and are located adjacent to a public open space.

Homes and entries front on the public open space, clearly defining it and creating an attractive 'outdoor room'.

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 publicly 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 lots 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.

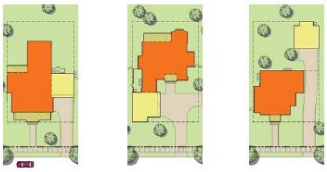
APPROPRIATE GARAGE DESIGN — YES

INAPPROPRIATE GARAGE DESIGN — NO

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 requires additional consideration. Front entry garages 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 landscape treatments, as illustrated on page 5.10, adequately address the public realm. Three car, front entry garages are permitted only with special approval. Garage forms, design and detailing must be similar in quality to the primary facade elements of the building. If a garage is recessed to the rear of the lot behind the main body of the building, this requirement may be waived. Side entry garages on interior lots are permitted, provided the face of the side entry garage doors are set back a minimum of 23' from the side lot line. Acceptable forms of front-loaded garages include:



Front Loaded | Motor Court | Detached

Driveways
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 driveway 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
Driveway access to primary or side streets is not allowed from lots abutting an alley. Garage forms, design and detailing must compliment, albeit in a simplifed fashion, the primary facade elements of the building. To the extent possible, garages should be used to close down alley openings and limit views from public streets and spaces.

graphics below by Looney Ricks Kiss Architects, Inc.

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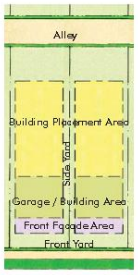
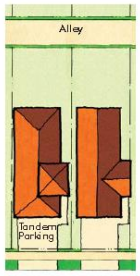


Zones within the Lot



Building Placement

Carriage House Lot / 35'

The Carriage House is a small detached single-family 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 facade. A garden wall between the buildings will delineate the street edge and provide privacy to the side courtyards. They will be designed to look like a Carriage House belonging to a larger unit.

Patterning
Garage and Driveway Configuration: Front-loaded.
Yard/Landscape Patterns: Front garden green wall.
Bulk Requirements
Minimum Lot Width: 35', no corner lots
Minimum Lot Depth: 120'
Front Facade Area (Encroachment): 5'
Front Setback: 20'
Side Setback: 10'
Rear Setback: 5' minimum

Street Elevation

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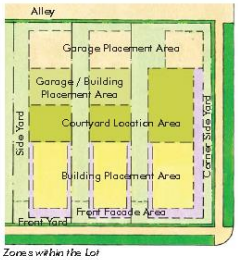
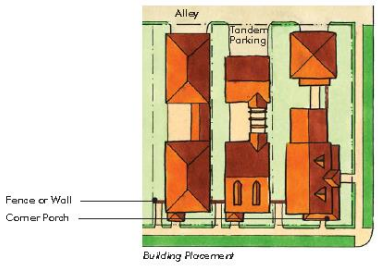


Zones within the Lot



Building Placement

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 garden wall between the buildings will delineate the street edge and provide privacy to the side courtyards.

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 (Encroachment): 10'
Front Setback: 15'
Side Setback: 0' with no openings, 10', or 15' on corner lots
Rear Setback: 5' minimum, 20' maximum

Street Elevation

Massing

graphics below by Looney Ricks Kiss Architects, Inc.

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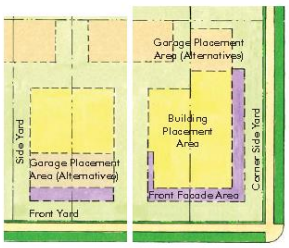
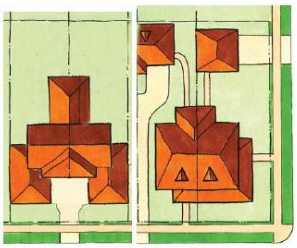
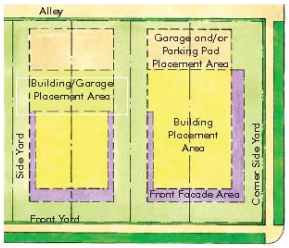
Front Loaded

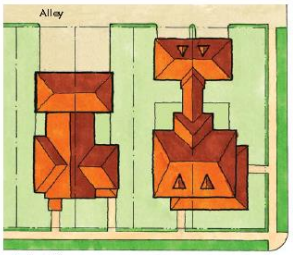




Rear Loaded



Zones within the Lot



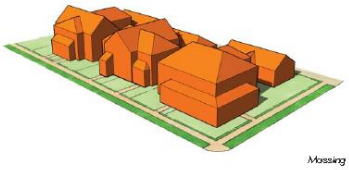
Building Placement

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.

Patterning
Garage and Driveway Configuration: Front-loaded, rear-loaded.
Bulk Requirements
Minimum Lot Width: 35', 45' on corner lots
Minimum Lot Depth: 120'
Front Facade Area (Encroachment): 10'
Front Setback: 25'
Side Setback: 0', 10'; 20' on corner lots
Rear Setback: Rear-loaded 5' minimum; front-loaded 20' maximum

Street Elevation



Massing

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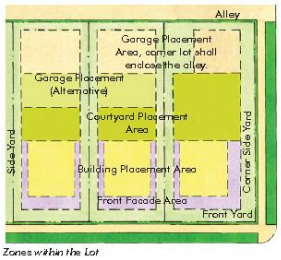
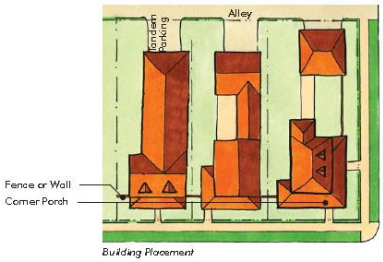


Zones within the Lot



Building Placement

Garden Lot / 40'-50'

The Garden 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 porch and a similar front yard / fence treatment for a unified courtyard design.

Patterning
Garage and Driveway Configuration: Rear-loaded
Yard/Landscape Patterns: Front garden or lawn, picket and metal fencing
Bulk Requirements
Minimum Lot Width: 40', 50' on corner lots
Minimum Lot Depth: 120'
Front Facade Area (Encroachment): 10'
Front Setback: 20'
Side Setback: 5'; 10' on corner lots
Rear Setback: 5' minimum, 20' maximum.

Street Elevation

Massing

graphics below by Looney Ricks Kiss Architects, Inc.

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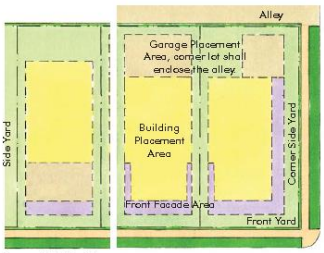
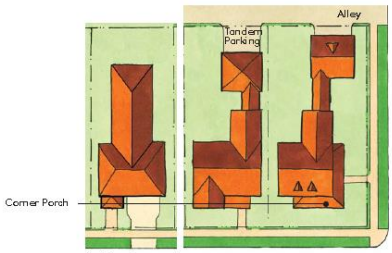


Zones within the Lot



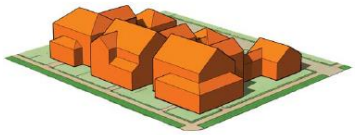
Building Placement

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
Garage 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

Street Elevation



Massing

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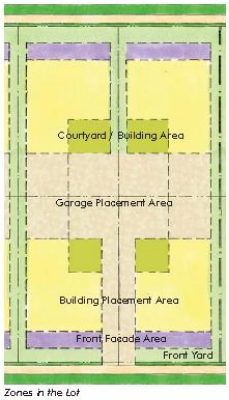
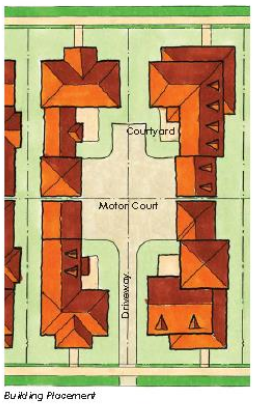


Zones in the Lot



Building Placement

Motor Court Lot / 60'-70'

In the motor court lots four separate single family homes share a common driveway. 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
Garage and Driveway Configuration: front-loaded, rear-loaded
Yard/Landscape Patterns: front courtyard, hedging or garden wall
Bulk Requirements
Minimum Lot Width: 60'; 70' on corner lots
Minimum Lot Depth: 120'
Front Facade Area (Encroachment): 10'
Front Setback: 20'
Side Setback: Driveway lots: 15'
Rear Setback: 0'

Street Elevation

Massing

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)

Improved 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

Increased 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 checked above will be incorporated into the development 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 ☐ No Date _____

No. 3 ☐ Yes ☐ No Date _____

No. 4 ☐ Yes ☐ No Date _____

No. 5 ☐ Yes ☐ No Date _____

RFP/RFQ INFORMATION WAS OBTAINED FROM:

☐ BBCRA Website ☐ Newspaper Ad ☐ City Hall ☐ Other, please specify:

_____

_____

Proposer's Signature

_____

Print Name

_____

Title

_____

Date

ATTACHMENT "O"

PROPOSAL CHECKLIST

This Checklist is provided as an abbreviated reference to Paragraph I, Proposal Submission Requirements. 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.

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.

_____
Proposer's Signature

_____
Print 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

END OF ADDENDUM No. 1

ADDENDUM NO. 2

TO
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. Question #2: Pursuant to the Cottage District RFP/RFQ request for information guidelines, we are requesting the following information, if available: "Appraisal Reports"

   Response #2: 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 underlined language below indicates language that is added. The ~~strikeout~~ 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 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., ~~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?

   Response #1: 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'?

   Response #2: 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?

Response #6: 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, Palm Beach 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 underlined language below indicates language that is added. The ~~strikeout~~ 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.~~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

CRA BOARD MEETING OF: September 11, 2018

OLD BUSINESS

AGENDA ITEM: 13.F.

SUBJECT:

Update Regarding the Sunrise City CHDO and the CRA Owned Properties Located at NE 4th and NE 5th Avenues, a/k/a the Cottage District

SUMMARY:

At their August 14, 2018 meeting the CRA Board heard presentations from three nonprofit entities (Neighborhood Renaissance, Inc., Paragon Legacy, LLC, and Sunrise City CHDO) that responded to the 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, see Attachments I and II).

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. The CRA Board selected Sunrise City CHDO (SCC) and authorized staff to commence negotiations with SCC in the next 60 days.

On August 20, 2018, CRA staff met with representatives of the SCC team to discuss the number and types of units, the proposed financing option (Section 8 Homeownership Voucher Program) or alternative which would provide the same price points (without the Section 8 Vouchers), and the overall feasibility of the project, including but not limited to, the funding commitments, amount and timing of of the payment for the CRA-owned properties, and the overall project schedule (Attachment III - August 20, 2018 Meeting Notes and Sign-In Sheet).

The SCC's original proposal indicated that all the units will be sold prior to breaking ground through the Section 8 Homeownership Vouchers and a payment of $1,065,000 to the CRA for the CRA-owned properties (see Attachment IV). Upon further discussion with representatives of Sunrise City, it was confirmed that only Public Housing Authorities (PHA) are able to give or administer the Section 8 program and that only 10-15% of the 61 total units (6-9 units) will be funded by the vouchers. SCC also indicated that there is no current partnership with a PBC PHA to commit to funding the required project based Section 8 Vouchers for the Cottage District Project but they have had talks with a PHA serving the Deerfield/Boca area. Alternative financing options were mentioned by SCC for the remaining units (52 units). These include financing from a Community Development Finance Institution (CDFI), a loan, contribution from the CRA, home pre-sales, and private equity investors.

Commitment letters from participating lenders or funding source(s) were both requested by CRA staff as well as the additional documents listed in the August 20, 2018 Meeting Notes.

Staff also performed due diligence on Sunrise City CHDO's representative projects in Pompano and Broward County and its financial capacity. Staff's research of the public records indicates that the two completed Pompano Beach CRA units were completed. However, construction on the remaining two units have not begun and is out of compliance with the executed 2016 development agreement (Attachment V, Article 4, Paragraph 4.5, Pages 9-10). Additionally, the six units in the unincorporated Broward County area are in various stages of construction and staff has concerns regarding the rate and progress of the construction since the land transfer in 2016 and the organization's inception in 2001. It should be noted that the organization's Experian credit report results received by the CRA is not favorable.

At time of publication, the only new documents received are SCC's 2017 tax return and the contact names for the participating non-profit partners associated with the Broward County units under construction. A follow up conference call with SCC team members on September 6, 2018 at 3:00 p.m. was held. SCC indicated that they are working on the requested additional documents and there are three changes to the team make-up originally submitted as part of the response packet. The changes are indicated below (see Attachment VI):

1. Miller Land Planning, Inc. was replaced by Aaron Taylor, Prof. Land Planner
2. Resignation of Eugene R. Fagan III, Technical Principal, Assante Architects
3. Addition of Bryan Fenney, Financial Consultant

Staff has requested bios and updated information for the new team members as Miller Planning, Inc. is a local business practicing in Boynton Beach since 1997 and Mr. Fagan's design experience with the Housing Authority projects was used by Assante Architect towards the team's expertise in multi-family affordable housing.

Staff has concerns with the team's turnover rate and departure from the original submission as the negotiation process is limited to the terms and conditions which are substantially similar to the original proposal. Unless otherwise directed by the CRA Board, staff will continue to work with SCC during the negotiations process to develop terms and conditions which are consistent with the RFP/RFQ and are in the best interest of the CRA.

FISCAL IMPACT:

To be determined

CRA PLAN/PROJECT/PROGRAM:

2016 CRA Redevelopment Plan, Heart of Boynton District (pages 105-117)

CRA BOARD OPTIONS:

To be determined by the CRA Board.

ATTACHMENTS:

Description

- **Attachment I - Sunrise City CHDO Response (Redacted)**
- **Attachment II - Issued Cottage District Infill Housing Redevelopment Project RFP/RFQ and Addenda**
- **Attachment III - August 20, 2018 Sunrise City CHDO Meeting Notes and Sign-in Sheet**
- **Attachment IV - Project Description and Proforma**
- **Attachment V - Pompano Beach CRA and Sunrise City CHDO Executed Property Disposition and Development Agreement**
- **Attachment VI - Project Team Member Changes**

Neighborhood Renaissance

Diverse Communities – Strong Economies

SUBMITTAL IN RESPONSE TO:

BOYNTON BEACH CRA

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.

Submitted To:
Michael Simon, Executive Director
Boynton Beach Community Redevelopment Agency
710 N. Federal Highway
Boynton Beach, FL 33435

Submitted By:
Neighborhood Renaissance, Inc.
510 24th Street, Suite A
West Palm Beach, FL 33407

COPY

SUBMITTAL IN RESPONSE TO:

COTTAGE DISTRICT INFILL HOUSING REDEVELOPMENT PROJECT

REQUEST FOR PROPOSALS AND DEVELOPER QUALIFICATIONS

BOYNTON BEACH CRA

July 17, 2018

BY:

Neighborhood Renaissance

Diverse Communities – Strong Economies

Carlos Toledo, Development Manager
510 24th Street, Suite A, West Palm Beach, FL 33407
561-832-6776 x107
ctoledo@neighborhoodrenaissance.org

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1. General Statement of Qualifications

Since 1992, Neighborhood Renaissance (**NR**) has expanded its programs, services, and real estate portfolio, while broadening its geographic reach to other communities in need of affordable housing within Palm Beach County. As of 2017, the organization's ***net worth rose to $13,800,000*** since its formation leveraging ***investments of over $30 million*** in the last five years.

Development, planning, construction and financing activities are managed by Terri Murray - Executive Director, Michael Pecar - Director of Real Estate and Carlos Toledo - Development Project Manager with a combined 90 years of experience in all aspects of commercial and residential development. Our executive team over the years has worked in many public-private partnerships. Please see Tab 4 for the respective biographies.

NR's projects range from construction of 13 new homes in the Westgate-Belvedere Homes CRA to $12 million program to acquire and renovate 76 distressed dwellings throughout Palm Beach County and held for rental to income-qualified households.

NR's development activities have occurred mostly in distressed neighborhoods with the goal of strengthening them with pride of home ownership and removing blight. We reinforce continued homeownership and protect investment of public investment of funds with deed restrictions on re-sale, restrictive loans and ground leases to assure the homes do not fall into the ownership of out of area investors.

Highlights of Neighborhood Renaissance's development achievements are the following:

- In 2018, broke ground on the construction of **Mango Cove, *a 36-unit apartment community*** in West Palm Beach at the cost of $8.2 million for families who earn less than 120% of median income with completion in mid-2019.

- Construction of the Lake Worth **West Village Art Lofts** will be completed in September 2018. The Lofts is a unique mixed-use residential and commercial development that includes ***eight live/work artist townhomes*** and a **2,000-sq.ft. Class A commercial** space at a cost of $3.2 million.

- In 2013, completed the construction of ***13 single-family homes*** as part of a comprehensive long-term strategy to revive the **Westgate-Belvedere Homes redevelopment area** to replace homes that were destroyed by Hurricanes Wilma and Francis.

- From 2011 to 2013, successfully implemented a $12 million grant as a sub-grantee of Palm Beach County's **Neighborhood Stabilization Program** to acquire and ***rehab 78 single-family and multi-family homes.***

- To date, completed and sold over ***170 single-family homes*** to working families in the following communities: West Palm Beach, Lake Worth, Riviera Beach, Royal Palm Beach & Palm Beach Gardens at a total investment of over $21 million.

- Completed a **"Model Block"** ***program***, that transformed the Northwood neighborhood and its business corridor through new home construction, substantial rehabilitation of historic homes, homebuyer purchase assistance, streetscape improvements and lush landscaping. This approach incorporated a two-year planning process that resulted in three new mixed-use zoning districts with new urban design standards that immediately paved the way for new commercial and residential developments. Within a span of five years Neighborhood Renaissance in partnership with the City of West Palm Beach achieved the following:

    - Constructed 35 new homes and rehabilitated 14 properties as well as assisted 65 families to purchase homes at a total investment of $8 million.
    - Administered a business district beautification, security, and small business incentive program, and developed new urban design guidelines for the ***Northwood Village***.
    - Developed within the business district, the ***Renaissance Courtyard,*** the first mixed-use residential and commercial project to be built in the Northwood Village, currently owned and managed by Neighborhood Renaissance; recipient of the ***Federal Home Loan Bank of Atlanta EDGE award***.
    - Provided small business training and assistance to approximately 150 low and moderate-income entrepreneurs resulting in over 115 jobs for low-income residents.
    - Completed streetscape improvements and landscaping for both the business corridor and the residential areas as part of the redevelopment of the neighborhood.
    - Received several national best practice awards in community development.

  This Model Block approach was replicated at a smaller scale in two other neighborhoods: *Royal Poinciana* in Boynton Beach and *Westgate* in unincorporated West Palm Beach.

- Formed the County's first community land trust in 2007; as of 2018, it contains nine homes. Implemented the County's first lease-purchase program through the Community Land Trust.

- Currently, NR owns and manages a ***scattered-site rental portfolio of 58 units*** comprised of single-family and multi-family homes. The homes are leased at below market rates to families earning less the 50% of the Area Median income and managed by NR's in-house property management team.

- Offered housing counseling services to over ***3,500 households*** since 1992.

2. Certificate of Good Standing

Please see a copy of the Certificate of Good Standing behind this page.

State of Florida
Department of State

I certify from the records of this office that NEIGHBORHOOD RENAISSANCE, INC. is a corporation organized under the laws of the State of Florida, filed on June 5, 1992, effective June 3, 1992.

The document number of this corporation is N49255.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 11, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of April, 2018

Ken Detzner

Secretary of State

Tracking Number: CC0860554178

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

3. Proof of Ownership of Business Location

Neighborhood Renaissance, Inc. is the sponsor and responsible entity for this development proposal.

Please see proof of business location ownership (PAPA record) behind this page. Neighborhood Renaissance, Inc. was formerly known as Northwood Business Development Corp.

Prepared by and return to:
DANIEL L. MONAHAN

HARVEY, WADDELL & MONAHAN
101 North J Street
Lake Worth, Florida 33460
561-585-4631
File No.: COSTELLO/NORTHW
Will Call No.: 23

Dec-30-1998 01:13pm 98-510982
ORB 10844 Pg 1065
Con 74,378.00 Doc 520.80

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 21st day of December, 1998 between

S. L. COSTELLO and CONNIE COSTELLO, his wife
whose post office address is
476 Glenbrook Drive, Atlantis, Florida 33462
grantor, and

NORTHWOOD BUSINESS DEVELOPMENT CORP.
whose post office address is
440 24th Street, West Palm Beach, Florida 33407
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 3, 4, 5, and 6, Block 50, NORTHWOOD ADDITION, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 9, page 47, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 74-43-43-09-05-050-0030

SUBJECT TO zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision and public utility easements of record.

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, 1995 .

This is not a certified copy

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:

Witness Name: Daniel L. Monahan

S. L. COSTELLO (Seal)

Witness Name: Pamela S. Mann

Witness Name: Daniel L. Monahan

CONNIE COSTELLO (Seal)

Witness Name: Pamela S. Mann

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st day of December, 1998 by S. L. COSTELLO and CONNIE COSTELLO, his wife, who is personally known to me or has produced a Driver's License as identification.

[Notary Seal]

PAMELA S. MANN
MY COMMISSION EXPIRES
JULY 25, 2000
#CC 561208
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
Printed Name: Pamela S. Mann
My Commission Expires: _____

Not a certified copy

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Location Address	504 24TH ST A
Municipality	WEST PALM BEACH
Parcel Control Number	74-43-43-09-05-050-0030
Subdivision	NORTHWOOD ADD IN PB 8 PGS 47 & 62, PB 9 PGS 30 & 47, PB 10 P 11, PB 11 PGS 18, 38
Official Records Book	10844 **Page** 1065
Sale Date	DEC-1998
Legal Description	NORTHWOOD ADD LTS 3 THRU 6 INC BLK 50

Owners	Mailing address
NEIGHBORHOOD RENAISSANCE INC	510 24TH ST # A WEST PALM BEACH FL 33407 5462

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-1998	$74,400	10844 / 01065	WARRANTY DEED	NEIGHBORHOOD RENAISSANCE INC
DEC-1998	$100	10844 / 01060	WARRANTY DEED	COSTELLO S L & CONNIE
MAR-1995	$29,000	08681 / 00397	WARRANTY DEED	
JAN-1980	$100,000	03375 / 00823		

Exemption Applicant/Owner	Year	Detail
NEIGHBORHOOD RENAISSANCE INC	2018	PART: AFFORDABLE HOUSING

Number of Units	2	***Total Square Feet**	5208	**Acres**	0.1860
Use Code	1200 - STORE/OFFICE/RESIDENTIAL	**Zoning**	NMUDTIII - (74-WEST PALM BEACH)		

Tax Year	2017	2016	2015
Improvement Value	$500,796	$455,480	$401,452
Land Value	$187,110	$178,200	$102,060
Total Market Value	$687,906	$633,680	$503,512

All values are as of January 1st each year

Tax Year	2017	2016	2015
Assessed Value	$595,563	$541,421	$492,201
Exemption Amount	$422,850	$449,913	$349,463
Taxable Value	$172,713	$91,508	$142,738

Tax Year	2017	2016	2015
Ad Valorem	$3,972	$2,704	$3,314
Non Ad Valorem	$985	$962	$969
Total tax	$4,957	$3,666	$4,283

4. Project Personnel with Qualifications and List of Similar Projects

Neighborhood Renaissance, Inc. is the developer and owner of the project to build and sell the homes. However, the strengths of our supporting team including the general contractor, architect and community liaison are important elements to delivering a great community of homes to the Heart of Boynton.

Neighborhood Renaissance, Inc.

Neighborhood Renaissance
Diverse Communities – Strong Economies

Terri Murray, Executive Director, joined Neighborhood Renaissance, Inc. in 1999. She is an accomplished community development professional with over 30 years of experience with mixed-income, mixed-use and affordable housing development. She designed, implemented and administered homeownership assistance, housing rehabilitation, new construction, small business assistance, workforce development, and property management programs. She worked effectively in the for-profit, non-profit and local government arenas. Ms. Murray holds a Masters in Urban Affairs in Housing and Community Development from Boston University.

Michael Pecar, Real Estate Development Director, joined Neighborhood Renaissance in 2011 to oversee the construction of the Westgate in-fill home ownership project and the rehabilitation of fifty-three NSP 2 properties. Pecar is also the designated Broker for NR's realty company, Your Way Home Realty, Inc. Over the past 35 years, he has managed the development process for all property types. He has played leading roles in the areas of new project identification, acquisition, government entitlements, financial structuring, site planning, architectural design and total project management. Mr. Pecar is a recognized developer of large-scale commercial centers including Laguna Hills Mall in Laguna Hills, CA and El Paseo de Saratoga in San Jose, CA for world-class development firms such as Simon Development Corporation, The Irvine Company, The O'Connor Group and the Pritzker family. Mr. Pecar has also served as an Investment Manager for private equity firm, New Boston Fund. He has managed development of retail projects in Asia for Trizec-Hahn. He holds a Master of Management degree from the Kellogg Graduate School of Management at Northwestern University.

The following list of similar projects were developed and managed by either Ms. Murray and/or Mr. Pecar:

- **West Village Art Lofts, Lake Worth**
- **Mango Cove Apartment Community**
- **Westgate-Belvedere DRI homes**
- **Palm Beach County National Stabilization Program**
- **Pleasant City and Lake Worth Infill Homeownership**

Carlos Toledo, Development Manager joined Neighborhood Renaissance in 2017. He served in numerous capacities including, Deputy Director of Fordham Bedford Housing Corporation in the New York, Interim President of Carrfour Supportive Housing, Inc., Controller, Real Estate Credit Underwriter, and Vice President of property management organizations. His experience includes various aspects of affordable housing development, financing and management, which includes but is not limited to, financing through use of Low Income Housing Tax Credits, Tax-Exempt bonds, HOME, SAIL, and AHP. He has developed over 2,500 units of affordable housing and managed over 5,000 multifamily units. He has a Bachelor of Science Degree from Herbert H. Lehman College of the City University of New York.

He has over thirty-two years of experience in multifamily affordable housing including new construction and re-development. He has developed the following new construction properties:

- Villa Aurora, Miami, Florida – 76-unit high-rise. 100% affordable rental property completed in 2009.
- Shuler Manor, Miami, Florida – 100-unit high-rise. 100% affordable rental property completed in 2011.
- Parkview Gardens, Miami, Florida – 60-unit garden. 100% affordable rental property completed in 2012.

Stuart and Shelby Development, Inc.

We consider our construction team, Stuart & Shelby, integral to the planning and construction of project and should be on board from the early planning stages to assure and efficient, buildable plan that can be built to within budget.

Stuart and Shelby Development, Inc. is a Delray Beach based general contractor headed by Chuck Halberg who has been in the South Florida construction industry since 1980. S&S was incorporated in 2006 by Chuck, it has completed affordable single family and multi-family residential projects for the Palm Beach County Community Land Trust, Adopt a Family, Lake Worth Community Redevelopment Agency, Delray Beach Community Land Trust and Neighborhood Renaissance.

S&S is experienced in federally funded projects, section 3 hiring practices and Davis-Bacon compliance.

Experience

Stuart & Shelby Development is a General Contractor licensed in the State of Florida and incorporated in Florida in 2006. President and owner Chuck Halberg and his staff have over 75 years of experience in residential construction in the South Florida market.

Chuck Halberg has been a Florida State Certified licensed General Contractor since 1986 and personally has been involved in over 2,500 single-family homes and over 300 multi-family units.

Stuart & Shelby currently employs 8 full employees, 1 part time employee and 1 contract worker.

Stuart & Shelby's experience includes working for several non-profit and governmental organizations in urban neighborhoods including the Delray Beach Community Land Trust, the Community Land Trust of Palm Beach County, Adopt-a-Family of the Palm Beaches, Inc., the Lake Worth Community Redevelopment Agency, the Hallandale Beach Community Redevelopment Agency, and the Delray Beach Community Redevelopment Agency. Several of the projects included federal funding including NSP2 and HOME funds. Our teams experience with federally funded projects includes NSP2, HOME, CDBG, DRI3, and Section 202.

Key members of the Stuart and Shelby team includes:

Chuck Halberg, President, Principal Point of Contact

- Delray Beach Chamber of Commerce 2013/ 2014 Business of the Year
- Florida Licensed General Contractor since 1986
- In the construction industry since 1975 including South Florida since 1980
- Construction Management/ Executive since 1980 for three top 200 National Builders
- Oversaw the construction of over 2500 residential single family units, 3500 apartments, and 800,000 SF of commercial space since 1975
- Personal strengths in business relations, product development, budget management quality control, customer satisfaction

Dave Dedman, Director of Construction

- In the South Florida construction industry since 1989
- Florida Licensed General Contractor
- Experience in both production and custom home construction
- Personal strengths in land development, quality control, and team development

Gary Winslow, Construction Manager

- In the South Florida construction industry since 2002
- Capable of taking a project front site development up through closing
- Portfolio includes product, semi-custom and custom homes
- Strengths include coordinating owners and owners rep, architect, designers and building
    - Officials, managing subcontractors and vendors, day to day scheduling and quality
    - control

AW Architects

AW Architects is a full service firm located in Boca Raton, Florida. Founded in 1976, we provide Award winning, innovative, and strategic, planning and design solutions that make each project uniquely successful. The services our firm provides to both public and private clients include:

- architectural design
- planning
- interior design
- 3D visualization

Our design excellence has given us the opportunity to work with clients worldwide. Our portfolio of projects includes:

- government facilities
- hospitality
- resorts
- country clubs
- clubhouses
- commercial parks
- industrial centers
- tenant improvements
- retail centers
- mixed-use centers
- residential single and multi-family
- student and workforce housing

As members of the United States Green Building Council, we are committed to sustainable design and development. We are LEED® Accredited and currently have over 425,000 square feet of LEED® building projects under construction.

Please see additional information behind this page.

Boynton Beach Faith-based Community Development Corporation

BOYNTON BEACH
FAITH BASED COMMUNITY DEVELOPMENT CORPORATION

POST OFFICE BOX 337 • BOYNTON BEACH, FL 33425-0337
2191 NO. SEACREST BLVD. • BOYNTON BEACH, FL 33435
PHONE (561) 752-0303 • FAX (561) 244-5046

Boynton Beach CDC is a tax exempt, 501 (c) (3) Florida Corporation, based in Boynton Beach with a target area of the entire city, and has among its purposes to develop affordable housing opportunities in Boynton Beach and surrounding communities. Key elements of the CDC's program are to:

a) Build/develop well-constructed, affordable/attainable cost housing units for individuals/families who earn between 30%- 120% of the area median income
b) Provide first-time homebuyer education
c) Provide credit and homebuyer counseling (pre & post-purchase)
d) Provide foreclosure prevention counseling and education

Boynton Beach CDC supports the Cottage District Development and desires to collaborate/partner with Northwood Renaissance on its successful implementation to ensure that there are maximum community benefits and opportunities for quality housing, job creation and capacity building.

5. Similar Projects completed by Neighborhood Renaissance

Also projects with total units including photos, add land assembly projects Anchor site and Village Square

Location	Size Under Air	Date Start	Date Complete (or UC)	Agency
Mango Cove Apartments, 1561 S. Florida Mango Road, 33406	36 new apartments, 900 sf each	January 2018	May 2019	Sale of 19 of NR's NSP2&3 homes
West Village Art Lofts and Commercial space, 110 N F Street, Lake Worth, 33460	8 – for sale townhomes (1,600 sf), Commercial (2,000 sf)	June 2017	September 2018	Lake Worth CRA, Palm Beach County
113 S D Street, 33460	3 BR – 1,307 sf	03/2017	08/2018	Lake Worth CRA
128 S E Street, 33460	3 BR – 1,307 sf	03/2018	08/2018	Lake Worth CRA
527 18th Street, 33407	4 BR – 1,740 sf	10/2017	02/2018 (UC)	West Palm Beach, HCD
530 18th Street, 33407	3 BR – 1,307 sf	12/2017	4/2017	West Palm Beach, HCD
531 18th Street, 33407	4 BR – 1,740 sf	12/2017	4/2017	West Palm Beach, HCD
544 18th Street, 33407	3 BR – 1,307 sf	12/2017	4/2017	West Palm Beach, HCD
Acquisition and Rehab of 53 properties containing 71 dwellings – NSP2&3	Various	08/2011	04/2013	Palm Beach County, HES NSP2&3 program
13 scattered site homes, Westgate-Belvedere	3 and 4 bedroom homes, 1,400 to 1,700 sf	October 2011	December 2012	Westgate Belvedere CRA
2495 HIAWATHA AVE, 33409	4 BR – 1,655 sf	3rd Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2487 HIAWATHA AVE, 33409	3 BR – 1,449 sf	3rd Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2479 HIAWATHA AVE, 33409	3 BR – 1,449 sf	3rd Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2903 SARANAC AVE, 33409	4BR – 1,655 sf	3rd Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2901 SARANAC AVE, 33409	3 BR – 1,449 sf	3rd Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2827 HIAWATHA AVE, 33409	3 BR – 1,449 sf	3rd Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA

Location	Size Under Air	Date Start	Date Complete (or UC)	Agency
2801 SARANAC AVE-A, 33409	3 BR DPLX – 1,589 sf	3rd Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2801 SARANAC AVE-B, 33409	3 BR DPLX – 1,589 sf	3rd Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2957 SAGINAW AVE, 33409	3 BR – 1,449 sf	4th Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2947 SAGINAW AVE, 33409	4BR – 1,655 sf	4th Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2941 SAGINAW AVE, 33409	3 BR – 1,449 sf	4th Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2935 SAGINAW AVE, 33409	4BR – 1,655 sf	4th Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
2929 SAGINAW AVE, 33409	3 BR – 1,449 sf	4th Qtr 2011	3rd Qtr 2012	Westgate Belvedere CRA
Northwood Model Block: Phase1, 2 : 600 blocks of: 32, 33 & 34th Sts. Phase 3: 26th, 38th, 48th & 51st. Sts.	34 – substantial rehab and new construction 3 and 4 bedroom homes	2004	2008	West Palm Beach, Housing and Community Development

Art Lofts of West Village, northeast corner of Lucerne Avenue and N. F Street, Lake Worth

The Art Lofts of West Village is a community of 8 newly constructed townhomes that will join a thriving community of 12 townhomes previously sold to artists in 2012. Each townhome includes a studio space and garage on the ground floor, living space on the second and 2 bedrooms and 2 baths on the third. They contain 1,600 sf under air and 2,000 sf gross and will be certified to meet the National Green Building Standards. They will be fee simple townhomes with a property owner's association (not a condo). Prices of the townhomes range from $245,000 to $255,000. A 2,000-sq. ft. commercial building will be located on the corner. A tree shaded park for the residents' exclusive use is located in the backyard. Sales closings will be in September 2018 upon completion of construction.

The project is assisted by the Lake Worth Community Redevelopment Agency (CRA) by donation of the land and a $700,000 NSP2 grant. NR applied and was awarded $532,000 of HOME purchase assistance from Palm Beach County. Four (4) townhomes will be sold to households earning less than 80% of AMI and four (4) will be sold to households earning less than 120% of AMI.

An integral part of the area's revitalization includes 2,000 square feet of commercial space also part of the project on the corner that will be leased to new businesses and draw customers into the West Village. NR secured a NeighborWorks grant of $500,000 to make the tenants' rent affordable.

Living level – Open kitchen, family room and den

Studio level- street level with storefront and ½ bath

Mango Cove Apartments, 1561 S, Florida Mango Road

Mango Cove, currently under construction, is a 36-unit apartment community situated on 8 acres. Designed in the "Old Coastal Florida" style, the two apartment buildings are three-stories with central breezeways overlooking a private lake. Planned with family living in mind, the homes feature open concept kitchens, large great rooms, in-unit laundry, 2 bedrooms and 2 bathrooms in 925 square feet. On-site amenities will include expansive lake views with walking paths, a recreational area with a tot-lot, play court and picnic area, lush landscaping and ample parking for residents and guests.

The energy efficient homes will be within the financial reach of low and moderate-income families with rents well below market rents. Mango Cove will be owned and operated by Neighborhood Renaissance and will be income restricted for at least 30-years by a Land Use Restrictive Agreement enforced by Palm Beach County (PBC).

MANGO COVE
APARTMENTS

Family oriented apartment community
36 homes with 2 bedrooms & 2 baths
Open kitchen with great room
Laundry in each unit
Playground, picnic & barbeque areas
Lakefront views & walking paths
Breaking ground in 2017

Developed and Managed by Neighborhood Renaissance

Neighborhood Renaissance
Diverse Communities - Strong Economies

WELLS FARGO

COMMUNITY FOUNDATION

PALM BEACH COUNTY FLORIDA

Department of Economic Sustainability

Pleasant City HOME CHDO and Lake Worth NSP2 single family homes

Neighborhood Renaissance recently completed the construction and sale of six single-family homes in the Pleasant City neighborhood of West Palm Beach and Lake Worth. Two more homes are being planned for the adjacent Coleman Park neighborhood and an additional home is under construction in Pleasant City with completion in August of 2018.

The Pleasant City homes were made affordable to households earning less than or equal to 80% of the Area Median Income (AMI) through funds provided by the City's HOME CHDO program. The Lake Worth homes were affordable to households earning less than 120% of the AMI through donation of land and fundraising from local corporations.

Palm Beach County NSP 2 – Residential Redevelopment Program

Neighborhood Renaissance recently completed the acquisition and substantial rehabilitation of seventy (70) scattered-site single-family and multi-family dwelling units located within Palm Beach County's Urban Redevelopment Area through a $12 million NSP 2 grant award as a sub-recipient of Palm Beach County's Department of Economic Sustainability. The average cost to rehab was $77,000 per unit. The total project cost is projected to be just over $12.7 million. The homes are leased to very-low and moderate-income eligible families.

The homes were remodeled to increase energy efficiency and reduce long-term maintenance. Features include impact windows and doors, roof replacement with life-time materials, ceramic tile floors throughout, SEER 16 HVAC systems with new R-8 ducting, increased attic insulation to R-30, energy star appliances, ceiling fans and CFL lighting. Florida-friendly landscaping and new irrigation systems were included at each property.

Neighborhood Renaissance owns and manages the properties. Tenant services include home maintenance training, financial literacy training and homebuyer education.

9-unit complex at 4509 Mathis Street, 33463

Wynnewood before and after

Mathis Street Tot Lot

Wynnewood after

Westgate Housing Replacement Housing Infill Project

Through a $2,056,361 State of Florida 2005 Disaster Recovery Initiative Program Grant from Palm Beach County, Neighborhood Renaissance completed the development and construction of thirteen (13) single-family homes in the Westgate CRA for a total project cost of $3,253,495 in 2013. As developer, we completed the land acquisition, creation of subdivided lots, architectural and engineering plans, bid and constructed the homes. The Grant was leveraged with an $850,000 interim loan from Florida Community Loan Fund. The homes have been sold to households earning at or below 80% of the area median income addressing the need for affordable homeownership in the Westgate CRA. This investment will help to increase the tax base, create jobs, prevent crime by reducing the number of vacant properties, and improve the quality life in the area. The housing mix is comprised as follows:

- 4 - 4BR/2.5BA single-family homes priced from $95,000 – $110,000
- 7 - 3BR/2BA single-family homes priced from $100,000 – $105,000
- 2 - 3BR/2.5BA townhomes priced at $85,000

These new homes have been certified to meet the standards of the Florida Green Building Coalition. Development design includes:

- Eco-Friendly architectural design to minimize energy use by the homeowner
- Use of renewable and easily accessible building materials minimizing the overall environmental impact of the development
- Drought resistant landscaping with grouping of plants with similar water needs and strategic placement to facilitate cooling of the home
- Preservation or donation of existing vegetation and top soil at the development sites when possible
- Installation of low-flow water fixtures and alternative flooring, i.e. minimal use of carpeting
- Inclusion of Energy Star and other high energy efficient appliances

Completed homes on Saginaw Avenue

Boynton Beach Model Block

NR received an UrbanLift grant from Wells Fargo that was administered by NeighborWorks. The City contributed additional CDBG funding. The total project budget was $289,982. Due to the use of CDBG funds, the project was subject to Davis-Bacon wages. The project included engineering and design, streetscape improvements, sidewalks, landscaping with irrigation, a bus shelter and private property facade enhancements in the Poinciana Gardens neighborhood located at Seacrest Avenue and MLK Boulevard.

The goal was to enhance the street environment to be more conducive to pedestrian activity and prepare for construction of 13 new homes within the block. To date, six new homes have been built by others and are owner-occupied.

Northwood Model Block Initiative
Infill Housing and Neighborhood Improvements

Our Model Block program, completed in 3 phases, resulted in the construction of 34 single-family homes, the rehabilitation of 14 properties, 30 homeowners and comprehensive neighborhood improvements for an investment of over $8 million in the Northwood community. In addition, our Community Land Trust (CLT) program has helped 9 low-income families to become homeowners. As part of these projects, we provided individualized housing counseling for all of the homebuyers.

For Model Block 1, we purchased 9 existing homes on 34th Street, West Palm Beach in need of substantial rehabilitation. Each household received initial housing counseling to determine their homeownership readiness. For those households not able to become homeowners, we provided relocation assistance that included: the identification of comparably sized affordable rental properties, setting appointments with potential landlords to look at available homes, and moving assistance. All the families that we assisted obtained new rental housing within the neighborhood that was of a higher quality and with a lower rent payment or the same than that was assumed by our agency from their previous absentee landlord. Phase 2 & 3 of the Model Block, resulted in the substantial rehab of 4 existing homes and the new construction of 21 homes. All of the Homes were sold to 80% low-income homebuyers through CHDO/HOME assistance.

Renovated Model Block 1 home at 631 34th St., WPB with comprehensive street improvements and landscaping

621 32nd Street – Model Block Phase 2

6. Project Description

Our proposed project is uniquely designed to complement and add value to the neighborhood and its residents. The addition of 39 quality new residences will add variety to the living choices of working families within the Heart of Boynton. The location of the project is excellent being within short walking distance of the new Town Square and revitalized Ocean Avenue that will provide dining, entertainment, social, educational and job options.

The mix of homes will include 21 detached single-family homes and 18 townhomes. The single-family homes will consist of one story, 3-bedrooms, 2 baths and a garage. The townhomes will be 2-story buildings and will have 3 bedrooms, 2 ½ baths and a garage. The townhomes will consist of five buildings with 2 dwelling units apiece and two 4-unit buildings. The living area of the homes range from 1,200 to 1,600 square feet. Based on the roughly 4.2+ acres, this equates to approximately 9 units per acre.

The neighborhood plan is laid out with internal streets and a village green for use by the residents. All the homes have generous porches facing the street to encourage interaction with neighbors, very much like the original beach towns of old Florida.

The homes will be sold to households earning less than 120% of the Area Median Income (AMI). In 2018, a household of 2 would be eligible with an income up to $73,921. Our plans include a mix of single-family and townhomes prices in the $260,000's. According to the Metrostudy report, no new homes were produced in 2016 with a sales price under $300,000. This indicates that the project will attract strong demand for these affordably priced homes.

Neighborhood Renaissance's mission and goals include making home ownership projects attainable to low and moderate income households. During the development process we will seek and apply for further funding to assist households earning less than 80% of the AMI (Household of 2 with income up to $49,281) purchase a new home in the Heart of Boynton.

NR will assure that the homes remain occupied by homeowners through deed restrictions for a minimum of 15 years and the HOA Declarations and Restrictions.

The homes will incorporate Florida Green Building Coalition (FGBC) standards which address the sustainability and efficiency of home ownership including energy and water use and Florida friendly landscaping. The location is walkable to entertainment, dining, shopping, schools and recreation and should appeal to baby boomers and millennials.

We anticipate that a homeowner's association (HOA) will be formed to maintain common area improvements such as the village green and the internal driveways. Consideration will also be made to have the HOA maintain the landscaping and provide irrigation in the front yards. The objective is to keep the properties well maintained at a very small cost to the homeowners.

Included in our plan is a public neighborhood park on .2 acres (approximately 90 feet by 90 feet) offering landscaped open-space filled with trees, walking paths and benches. If possible, a bus shelter will be installed at the corner of NE 4th Avenue and Seacrest by the proposer.

The perimeter of the property where it interfaces with the neighborhood will provide an attractive visual and pedestrian environment with street trees, 6 foot-wide sidewalks and street lighting along NE 4th and NE 5th Avenues and NE 1st Street.

Summary of Benefits to the City and neighborhood:

- Increase in real estate tax basis by $ 10 million based on projected sales prices.
- Economic development by bringing jobs during construction with local hiring goals.
- Attract 39 new households within the Heart of Boynton TOD.
- Redevelop blighted vacant lots with new energy efficient residences.
- Beautify the streetscape with new landscaping lighting, sidewalks and curbs.
- Create a public pocket park for area residents.

Schedule

Our work plan will begin upon award of the lots from the CRA.

- Upon finalizing the Purchase and Development Agreement, NR will complete due diligence activities including title work, survey, zoning, alley closure/abandonment and site plan approval and prepare construction plans for the first lots to begin construction. Environmental Study has been provided by the CRA and recommends no further study. (60 days).

- After receipt of all land use, zoning, site plan and platting approvals and completion of the construction plans, we will apply for sitework permits and building permits for each new home.

- Upon receipt of a sitework permit, we will begin constructing the land and infrastructure improvements so we can begin the home building construction. This includes the perimeter streetscape and interior access roads including utilities serving the interior lots.

- We plan to start construction of at least 2 homes immediately that would serve as model homes and sales center. We anticipate that a minimum of 2 purchase contracts will be executed per month. The homes will start construction every month thereafter depending upon signing sales contracts. Construction of each home will take approximately five (5) months from permit issuance to certificate of occupancy.

Please see Tab 18 for the timeline of the project schedule.

Attached are the following items:

- Proposed Site Plan
- Proposed Home Floor Plans
- Proposed Home Elevations
- Proposed Schedule

We will adhere to the design guidelines of the RFP, the CRA Redevelopment Plan and the Urban Design Guidelines.

UNITS BREAKDOWN

UNIT A:	**18 UNITS**
UNIT B:	**7 UNITS**
UNIT C:	**7 UNITS**
UNIT D:	**7 UNITS**

NOTE:
STREET LIGHT TO MATCH EXISTING
ON SEACREST BLVD.

COTTAGE DISTRICT INFILL HOUSING
39 UNITS

OPEN SPACE:
REQ. 200 SF PER UNIT = 7,800 SF
PROV. (EXCL. ROADS= 47,011 SF

COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #18130
07.16.2018

SITE PLAN
SCALE: 1" = 30'-0"

AW architects

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COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #18130
03.16.2018

FRONT ELEVATION
2 UNIT BUILDING

AW architects

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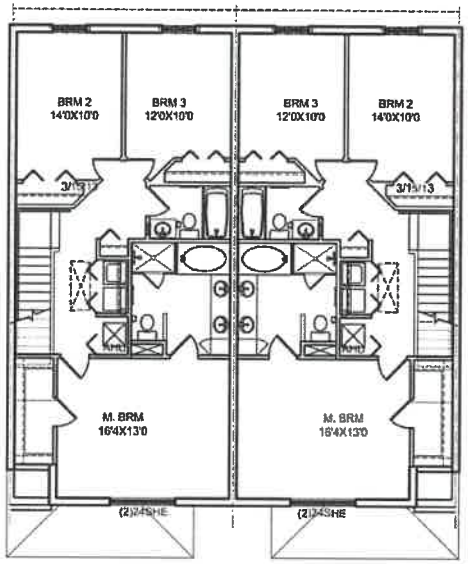
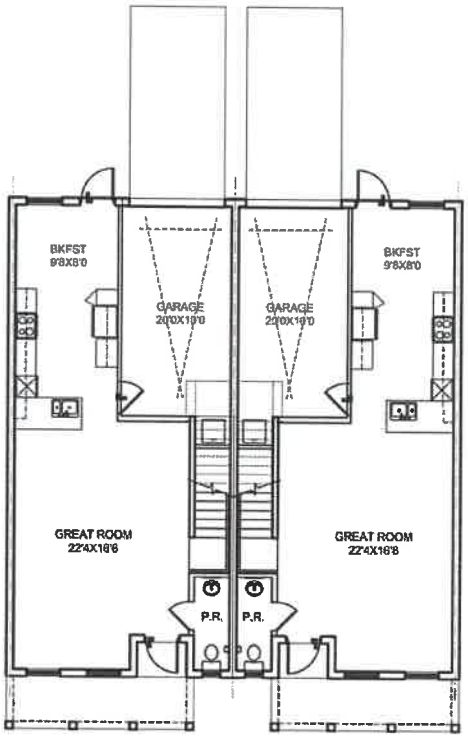


2ND FLOOR PLAN
UNIT A



1ST FLOOR PLAN
UNIT A

COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #1816
07.16.2018

FRONT ELEVATION
2 UNIT BUILDING

1,595 SF A/C EA. TH
230 SF GARAGE
104 SF COVER'D AREAS

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COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #18130
07.16.2018

FRONT ELEVATION
4 UNIT BUILDING

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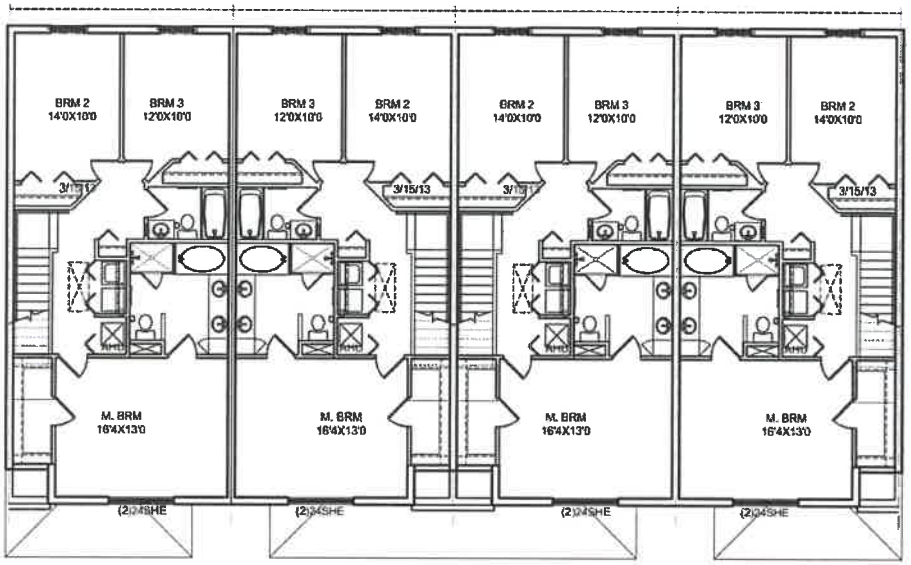
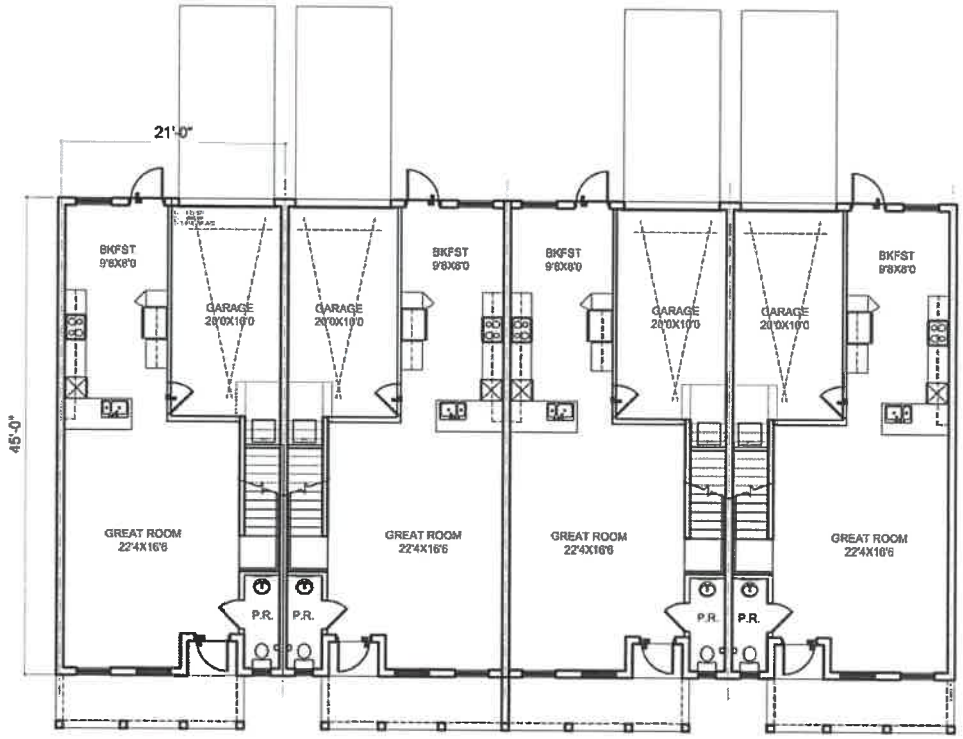


2ND FLOOR PLAN
UNIT A



1ST FLOOR PLAN
UNIT A

COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #1810
07.16.2018

FRONT ELEVATION
4 UNIT BUILDING

1,595 SF A/C EA. TH
230 SF GARAGE
104 SF COVER'D AREAS

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COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #18130
07.16.2018

FRONT ELEVATION
B UNIT BUILDING

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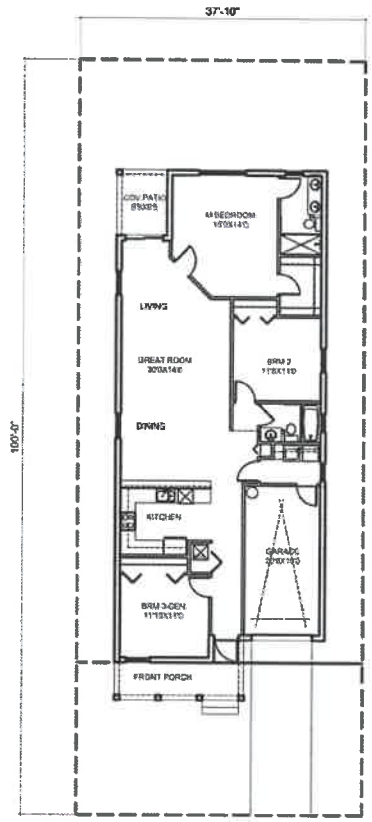

1ST FLOOR PLAN
UNIT B

COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #[9130]
07.16.2018

FRONT ELEVATION
B UNIT BUILDING

1,493 SF A/C
221 SF GARAGE
157 SF COVER'D AREAS

AW architects

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COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #18110
07.16.2019

FRONT ELEVATION
C UNIT BUILDING
DETACHED REAR LOADED GARAGE - OPT. 1

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COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #18128
03.16.2018

FRONT ELEVATION
C UNIT BUILDING
DETACHED REAR LOADED GARAGE - ALT. 2

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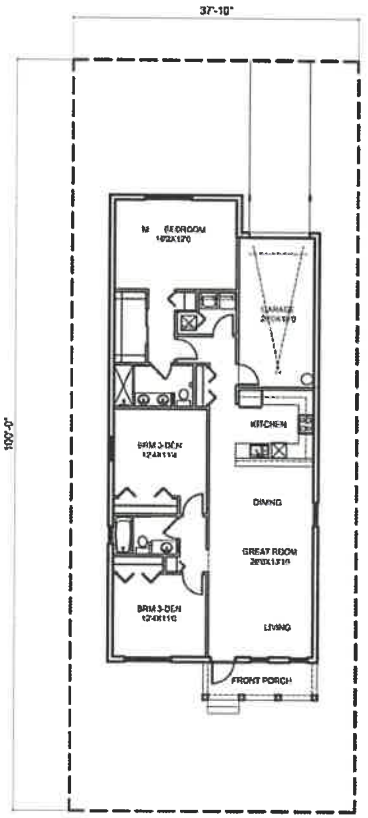

1ST FLOOR PLAN
UNIT C

COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #18130
07.16.2019

FRONT ELEVATION
C UNIT BUILDING

1,454 SF A/C
221 SF GARAGE
76 SF COVER'D AREAS

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COTTAGE DISTRICT

BOYNTON BEACH, FL
PROJECT #18136
07.16.2019

FRONT ELEVATION
D UNIT BUILDING

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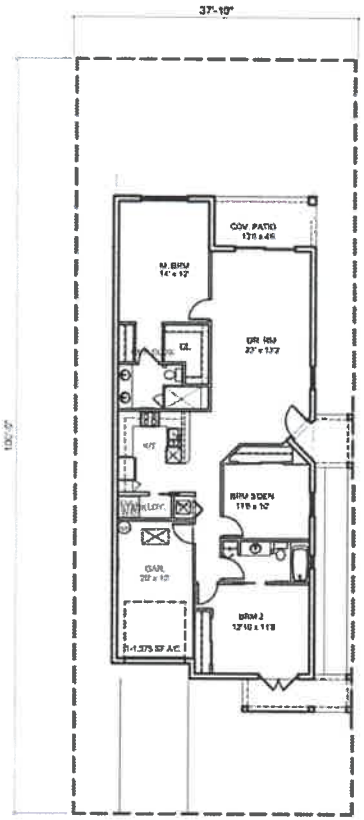

1ST FLOOR PLAN
UNIT D

COTTAGE DISTRICT

BOYNTON BEACH, FL
PRIOR CT #18130
02.16.2018

FRONT ELEVATION
D UNIT BUILDING

1,375 SF A/C
221 SF GARAGE
110 SF COVER'D AREAS

AW architects

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Cottage District Infill Housing Redevelopment Project

Select a period to highlight at right. A legend describing the charting follows.

Period Highlight: 1

Plan Duration | Actual Start | % Complete

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE
Respond to RFP	1	2	1	2	100%
Presentation	3	2	0	0	0%
Award	4	1	0	0	0%
Zoning/Land Use Approvals	4	8	0	0	0%
Architectural Plans	4	8	0	0	0%
Permitting	9	8	0	0	0%
GC Bidding	12	2	0	0	0%
Closing	15	2	0	0	0%
Construction	17	24	0	0	0%
Sales Start	17	20	0	0	0%
Sales Completion	36	7	0	0	0%

PERIODS

Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Cottage District Infill Housing Redevelopment Pl

Select a period to highlight at right. A legend describing the charting follows.

Actual (beyond plan)

% Complete (beyond plan)

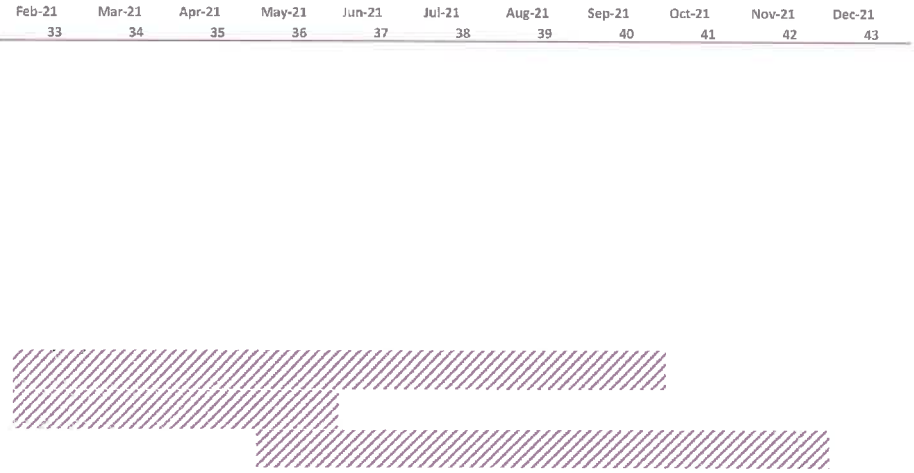
ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION
Respond to RFP	1	2	1	2
Presentation	3	2	0	0
Award	4	1	0	0
Zoning/Land Use Approvals	4	8	0	0
Architectural Plans	4	8	0	0
Permitting	9	8	0	0
GC Bidding	12	2	0	0
Closing	15	2	0	0
Construction	17	24	0	0
Sales Start	17	20	0	0
Sales Completion	36	7	0	0

Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32

Cottage District Infill Housing Redevelopment Pr

Select a period to highlight at right. A legend describing the charting follows.

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION
Respond to RFP	1	2	1	2
Presentation	3	2	0	0
Award	4	1	0	0
Zoning/Land Use Approvals	4	8	0	0
Architectural Plans	4	8	0	0
Permitting	9	8	0	0
GC Bidding	12	2	0	0
Closing	15	2	0	0
Construction	17	24	0	0
Sales Start	17	20	0	0
Sales Completion	36	7	0	0



Cottage District Infill Housing Redevelopment Project

Timeline

Activity	Timeline	
	Start	Completion
Respond to RFP	May-2018	Jul-2018
Presentation	Aug-2018	Sep-2018
Award	Sep-2018	Sep-2018
Zoning/Land Use Approvals	Sep-2018	Apr-2019
Architectural Plans	Sep-2018	Apr-2019
Permitting	Feb-2019	Sep-2019
GC Bidding	May-2019	Jun-2019
Closing	Aug-2018	Sep-2019
Construction	Oct-2019	Sep-2021
Sales Start	Oct-2019	May-2021
Sales Completion	May-2021	Nov-2021

7. Proposed Housing Units and Housing Unit Types

As noted above, we are proposing 39 homeownership units. All of the homes will be for households earning at or below 120% of the Area Median Income. All homes include one car garage and front porch.

Below is a proposed unit mix:

# of Units	Unit Size (sq.ft. under air)	Unit Type
18	"A" – 1,595 sq. ft. Townhome	3 Bedroom/2 Bath
7	"B" – 1,493 sq. ft. Single Family	3 Bedroom/2 Bath
7	"C" – 1,454 sq. ft. Single Family	3 Bedroom/2 Bath
7	"D" – 1,375 sq. ft. Single Family	3 Bedroom/2 Bath

Minimum construction standards for each home

Every home will be certified to Florida Green Building Coalition standards by an independent 3rd party consultant.

Inspiring Architecture and Design Features

- Monolithic Slab and CBS exterior walls with bond beams
- Prefabricated engineered wood truss system for floors and walls
- GAF Timberline Lifetime HD dimensional shingles (or equal)
- Gutters and downspouts per plan
- Stucco textured finish on exterior walls and overhangs
- Decorative stucco per plan
- Designer exterior paint schemes- fascia/ band white, walls one color, entry door and garage door one color
- Concrete patios, driveways and entry walks will be a broom swept finish
- Hurricane impact rated windows and French glass doors (where applicable)
- Hurricane impact rated metal embossed garage door with opener
- Hurricane impact rated fiberglass two panel entry door
- Exterior hose connection (minimum two per home)
- Exterior GFI receptacle (minimum two per home)
- Coach light on one side of garage door and motion sensor double flood lights on 3 other corners of home
- Minimum 16 SEER air conditioning system with digital thermostat (Carrier or equal)
- Fully irrigated lot with landscape and sod

Custom Interior

- Smooth drywall finish on ceilings and walls except bathroom ceilings and walls are orange peel)
- White flat paint on all ceilings & walls, white semi glass on all doors and trim.
- Stucco finish on garage masonry walls will be light texture
- R-30 ceiling insulation, R4.2 foil on exterior masonry walls
- Hollow core 6 panel or 2 panel interior doors
- Energy Star rated kitchen appliances including refrigerator, dishwasher, range and microwave
- Decorative 2-1/4"casing on all swing doors and 4-1/4" baseboards in all rooms except bathrooms.
- Lever door hardware on all interior doors (brushed chrome finish)
- Mohawk Pazzini or Heathland (or equal) 18" tile flooring on main core of house

- Mohawk carpet in the bedrooms
- Carrera white/ gray marble window sills
- Abundant bedroom and linen closets and kitchen pantry closets per plans.
- Ventilated "free glide" vinyl coated metal closet shelving
- Minimum 50 gallon electric water heater
- Minimum 150 amp electric service
- "Decora" rocker light switches through-out home with standard receptacle
- Smoke/ carbon detectors per code
- RG6 & Cat 6 data/ cable in all bedrooms and family room or living room
- 1 phone CAT 6 at kitchen or master bedroom
- 52" white ceiling fans with light kit in all bedrooms

Deluxe energy rated lighting fixture package for bathrooms, foyer, dining room, hallway and walk in closets

8. Development Pro forma

This project as proposed represents an $11,653,000 investment in the neighborhood which includes home construction, on and offsite infrastructure and soft costs.

The estimated assessor market value is approximately $10,000,000 based upon the aggregate sales price of all 39 homes priced to be affordable to 120% AMI households.

There is a shortfall of approximately $1,403,000 as the project costs exceed the sales proceeds. Assistance from the City and the CRA is requested to facilitate the development.

Uses:

Total Project Cost	$11,652,924

Sources:

Sale of homes	$10,249,864
City and CRA assistance:	
Utility Capacity Fee Waived	$ 152,100
Infrastructure Improvement Assistance CRA	$ 1,250,960
Total Sources	$11,652,924

In addition to donation of the land, we will be requesting direct assistance from the CRA and/or the Boynton Beach Utilities for reimbursement of infrastructure improvement costs and capacity fees.

Mainly attributed to the public infrastructure required to be installed, a desire for high density of homes and limited sales prices to end users, the development will require substantial public assistance.

The infrastructure improvements are high for an urban infill project since 3 of the street frontages require sidewalks, curbs, street lighting and upgraded street trees including properties that are not being redeveloped. Also, to attain the higher densities and take advantage of the depth of this block, internal streets and home sites are being created. The cost of the internal streets and extending utilities to them adds significantly to the shortfall. However, the master plan for the area encourages higher densities with an urban design. We estimate that an additional 14 homes are created by the efficient use of the land

Offsite improvements: These include sidewalks, curbs, street lighting and upgraded street trees along the 1,600 linear foot perimeter of the site except along Seacrest Blvd. Our pricing is based upon construction costs for the recently completed Davis Land West community of 24 homes completed by Stuart and Shelby. Adjusted for inflation, these improvements total $630,000, or $393 per linear foot.

Impact Fee Credit Assumption: Based on the Phase I Environmental Site Assessment, there at one time may have been 16-18 homes constructed on the site. We inquired how much credit may exist from the PBC Impact Fee Department but did not receive a response. We assume that there will be enough credits equal to 16 homes that are planned.

Home Construction: Construction costs of the new homes was developed by Stuart & Shelby based upon recent experience with the 24 home Davis Landing West projects.

Determination of Sales Price

Affordability

The generally accepted standard of housing affordability is that households should not expend more than 35% of their income on housing with includes principal, interest, insurance and property taxes. This suggests a median sales price for a home in the proposed development of approximately $260,000 with some models higher or lower.

Recent sales of similar, newer homes with ½ mile of the site are averaging $175 per square foot under air. The buyer of this home would need an income of $68,000 (see affordability calculation below) to purchase the home with FHA insured financing at current rates of 5.0%.

This suggests that no 1 person households can afford a home and that a few 2 person households would be able to afford to purchase.

We will be targeting households earning <= 120% AMI.

2018 Maximum Income Limits

Household Size	120% AMI
1	$64,680
2	$73,920
3	$83,160
4	$92,280
5	$99,720

Effective 3/30/2018 by HUD (HOME) and subject to change

Affordability Calculation

Sales price = $260,000, 3.5% down payment = $9,100, mortgage loan = $251,700.
Household Income = $67,760 per year/$5,647 per month,
Total monthly housing payments @ 35% = $1,976
Principal and interest @ 5.0% = $1,351 plus property taxes and insurance = $625
PITI = $1,976

A review of the 2018 Maximum Income Limits chart above shows that no "one-person" households and very few 2 person households can afford a $260,000 purchase price indicating the need for some purchase assistance for some buyers. Over the last 18 months NR has sold 19 homes of which only 7 could be sold for $260,000 or more even if the home appraised for a higher price. From recent experience, we believe that $260,000 is the best target sales price if the homes are to be marketed to household under 120% AMI.

Cottage District Infill Housing Redevelopment Project

		Total Development Costs	Per Unit
USES			
Land Purchase including closing costs		$ -	$ -
Actual Construction Costs			
Off-site Work (utilities, paving, streetscape)		$ 630,285	$ 16,161
On-site Work (utilities, paving)		812,500	20,833
Park		75,000	1,923
Construction of Homes		6,486,040	166,309
Contingency	10.00%	800,383	20,523
A1.3 Total Actual Construction Cost		$ 8,804,208	225,749
Financial Cost			
Construction Loan Interest	5.50%	$ 154,000	$ 3,949
Construction Loan Orig. Fee	1.00%	35,000	897
Total Financial Cost		$ 189,000	$ 4,846
General Development Cost			
Accounting Fees		$ 5,000	$ 128
Appraisal Costs		12,675	325
Architect's Fee - Design		176,100	4,515
Architect's Fee - Supervision		35,300	905
Builder's Risk Insurance - homes		33,150	850
Building Permits	1.20%	96,046	2,463
Civil Engineer		35,000	897
Environmental Testing and Report		-	-
BB Impact parks, storm	595	23,205	595
Impact Fees (PBC only)		325,648	8,350
Impact Fee Credit (estimated 16 homes)		(136,749)	(3,506)
Land Closing Costs		7,500	192
Legal Fees		20,000	513
Marketing and Advertising		50,000	1,282
Siteplan, zoning, platting		75,000	1,923
Property Taxes-during construction/holding period		21,257	545
Soil Test Report		10,000	256
Survey		12,000	308
Title Insurance on conveyance		5,000	128
Utility Connection and capacity Fees	3,900	152,100	3,900
Closing Costs (home sales)	1.50%	153,748	3,942
Commissions to third party agents	3.00%	307,496	7,885
Other soft cost contingency	10.0%	95,824	2,457
Total General Development Cost		$ 1,515,300	$ 38,854
Developer's Fee	11.5%	$ 1,144,416	$ 29,344
Total USES		**$ 11,652,924**	$ 298,793
SOURCES			
Sales Proceeds-see schedule below		$ 10,249,864	$ 262,817
Utility Capacity waiver		152,100	3,900
Infrastructure Improvement Assistance From CRA		1,250,960	32,076
Total SOURCES		**$ 11,652,924**	$ 298,793
NET SOURCES AND USES TO DATE		**$ 0**	

Sales	Units	Sq Feet	Sale Price PU	Sales GROSS	Net Proceeds less closing costs and commissions	Per Square Foot
Model						
"A" - 3 bedroom 2 bath - TH	18	28,710	$ 261,580	$ 4,708,440	$ 4,483,857	$ 164.00
"B" - 3 bedroom 2 bath - SFH	7	10,451	265,754	1,860,278	1,778,525	178.00
"C" - 3 bedroom 2 bath - SFH	7	10,178	264,628	1,852,396	1,772,779	182.00
"D" - 3 bedroom 2 bath - SFH	7	9,625	261,250	1,828,750	1,753,459	190.00
Gross Sales		58,964		$ 10,249,864	$ 9,788,620	

Cottage District Infill Redevelopment Project
Neighborhood Renaissance, Inc.

Product Mix

Type	Layout	Bedrooms	Baths	No. of Units	Unit Size / AC Area	Price psf	Sale Price	Total under air
Townhomes	A	3	2	10	1,595	$ 164	$ 261,580	15,950
Townhomes	A	3	2	8	1,595	164	261,580	12,760
Homes	B	3	2	7	1,493	178	265,754	10,451
Homes	C	3	2	7	1,454	182	264,628	10,178
Homes	D	3	2	7	1,375	190	261,250	9,625
		Total		39	58,964	$ 174	$ 262,817	58,964

9. Proposed Project Based Subsidies

Neighborhood Renaissance will pursue funding sources, both federal and private such as banks and corporations, to assist affordability to lower income households earning less than 80% of AMI. NR has a successful track record obtaining these funds for most of our projects.

The City of Boynton Beach is a recipient of State and Federal resources such as Community Development Block Grant funds ("CDBG"), HOME funds and State Housing Initiatives Partnership funding ("SHIP"). If any funding is available from the City from the aforementioned sources, we will endeavor to apply for such sources to assist with down payments or to facilitate the affordability of the homes to end users through soft second mortgages.

Neighborhood Renaissance has obtained subsidies for many of its rental and homeownership developments. Below is a list of some projects that have received affordable housing subsidies:

- Mango Cove:
    - Community Foundation for Palm Beach and Martin County - $133,000 pre-development grant
    - Wells Fargo Priority Markets Program - $100,000 pre-development grant
    - TD Charitable Foundation - $100,000
- Art Lofts
    - HOME purchase assistance: Art Lofts of West Village - $700k NSP2 Grant from Lake Worth CRA; $532,000 of HOME purchase assistance from Palm Beach County. The HOME funds are used to make 4 of the 8 townhomes affordable to households earning less than 80% of AMI.
    - NeighborWorks Project Reinvest Grant - $500,000 used to make rents affordable to new tenants of a retail building in Lake Worth's West Village
- Palm Beach County NSP2 Residential Redevelopment Program - $12 Million of NSP2 funding from Palm Beach County.
- Westgate CRA Replacement Housing Infill Project - $2,056,361 State of Florida 2005 Disaster Recovery Initiative Program Grant from Palm Beach County.
- Boynton Beach MLK Boulevard Model Block grant in the amount of $229,000 from NeighborWorks UrbanLift and the City's CDBG funds. The funds were used for streetscape improvements such as sidewalks, landscaping and irrigation along the MLK corridor west of Seacrest Blvd. The project also included landscaping and signage on Seacrest including façade upgrades on two properties.

10. Description of Local Hiring and Training Program

See Community Benefit Program description behind this page.

Neighborhood Renaissance
Diverse Communities – Strong Economies

LOCAL HIRING AND TRAINING PROGRAM-COMMUNITY BENEFIT PROGRAM

Neighborhood Renaissance, Inc. will collaborate with the Boynton Beach Faith Based Community Development Corporation to implement the Community Benefit Program compiled by the CDC in the attached document. Further, Neighborhood Renaissance, Inc. commits to the utilizing the attached program on the proposed project.

NEIGHBORHOOD RENAISSANCE, INC.

By: _____
Print Name: Terri Murray
Title: Executive Director

Date: July 17, 2018

small businesses interested and qualified to do business with the project.

Construction Jobs:

The developer/builder shall make every effort to

- Give priority to local contractors and sub-contractors whose principal place of business is in the City of Boynton Beach
- Enter into contract with contractors that will agree to hire City residents
- Prior incarceration shall not disqualify an applicant, however drug testing will be a requirement
- Unskilled applicants will be hired as "helpers to one of the local contractors that are hired within the trade (e.g. plumber, electrician, landscaper, laborer, etc.)
- Contractors and sub-contractors will be required to submit quarterly payroll records to verify local hires (i.e. names and addresses of local hires, how many hours worked and their rate of pay)
- The developer, contractors and sub-contractors will pay or cause to pay "Living Wages" for all new hires of City residents. The developer, contractors and sub-contractors shall provide a report that documents employee wages every six months the CDC

Goals for the Construction:

- Ensure qualified City residents are hired and trained to develop construction related skill sets.
- Provide residents with resources and skills required to be successful in the construction industry
- Ensure program success and create a model to build on for future developments
- The CDC will ensure developers/builders of future projects will have job applicants from the City that have been screened and trained in the construction industry and ready to work.

Home Ownership Goals:

- The CDC will identify, educate and counsel prospective homebuyers.
- Conduct homebuyer education and financial literacy classes, to include credit counseling to prospective buyers, ensuring they are "mortgage ready" and connecting them to down payment assistance programs.
- Assist with disseminating information in the community regarding home buying opportunities.
- Verify household income of members and complete income certifications to ensure federal/state program compliance.
- Create a pipeline of "mortgage ready" buyers seeking homeownership opportunities
- Facilitate the mortgage application and approval process of perspective homebuyers. Provide guidance and support when needed to buyers desirous of homeownership.
- Facilitate the sale of homes as they become available and ready for sale
- Source subsidy financing, conduct research on available public funding and complete applications, as well as advocate for same.

BOYNTON BEACH
FAITH BASED COMMUNITY DEVELOPMENT CORPORATION

POST OFFICE BOX 337 • BOYNTON BEACH, FL 33425-0337
2191 NO. SEACREST BLVD. • BOYNTON BEACH, FL 33435
PHONE (561) 752-0303 • FAX (561) 244-5046

COMMUNITY BENEFIT PROGRAM

Boynton Beach CDC is a tax exempt, 501 (c) (3) Florida Corporation, based in Boynton Beach with a target area of the entire city, and has among its purposes to develop affordable housing opportunities in Boynton Beach and surrounding communities. Key elements of the CDC's program are to:

a) Build/develop well-constructed, affordable/attainable cost housing units for individuals/families who earn between 30%- 120% of the area median income

b) Provide first-time homebuyer education

c) Provide credit and homebuyer counseling (pre & post-purchase)

d) Provide foreclosure prevention counseling and education

Boynton Beach CDC supports the Cottage District Development and desires to collaborate/partner with Northwood Renaissance on its successful implementation to ensure that there are maximum community benefits and opportunities for quality housing, job creation and capacity building. The goal of this Community Benefit program is to ensure priority on achieving local participation with respect to business contracting, employment and workforce development. If the project is awarded, along with construction of a portion of the homes that will be built, Boynton CDC will perform the following functions:

1. Serve as community liaison for information and education.
2. Assist with producing a job fair for local residents, contractors and sub-contractors within the City prior to the start of the project to screen for potential job applicants.
3. Ensure business contracting opportunities for local businesses during site improvement and construction
4. Develop program to provide sub-contractor "Bonding" assistance opportunities if needed
5. Monitor/ensure compliance with prioritization to local residents and businesses.
6. Perform targeted marketing and outreach to City residents informing them of employment opportunities to ensure all City residents are informed about available job opportunities.
7. Coordinate a targeted grassroots outreach activities with community groups to deliver job opportunity flyers to public housing units and other low-income communities. Flyers will also be posted in public spaces, including City Hall, City Recreation Centers, the Public Library, churches and other social services agencies as well as social media.
8. Develop target list of residents and eligible/licensed local contractors and small businesses to allow them to participate in the every phase of construction of the project.
9. Work with the developer/builder to develop and execute outreach strategies to residents and

11. Signed Statement of Intent to Acquire the Property

Please see the signed statement of intent to acquire the property behind this page.

Neighborhood Renaissance
Diverse Communities – Strong Economies

STATEMENT OF INTENT TO ACQUIRE REAL ESTATE

Neighborhood Renaissance, Inc. ("NRI") is submitting a proposal to the Boynton Beach Community Redevelopment Agency ("BBCRA" or "CRA") in response to the CRA's Cottage District Infill Housing Redevelopment Project RFP/RFQ. Pursuant to the requirements of the RFP/RFQ, NRI provides this Statement of Intent to acquire the property from the CRA. The property contains approximately 4.2 acres as described in the RFP/RFQ. NRI proposes that the CRA donate the property to NRI so that the proposed homeownership project can be maintained as affordable to homeowners at the Area Median Income (120%) proposed in the RFP/RFQ.

NRI agrees to enter into a Purchase and Development Agreement ("PDA") with the CRA within ninety (90) days after selection as the developer of the Cottage District project subject to any approved extensions.

NEIGHBORHOOD RENAISSANCE, INC.

By: _____
Print Name: Terri Murray
Title: Executive Director

Date: July 16, 2018

510 24th Street, Suite A * West Palm Beach, FL 33407 * 561.832.6776 * Fax: 561.832.0483
www.neighborhoodrenaissance.org

12. Authorization to Perform Credit Checks

Please see the appropriate attachments behind this page.

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 applicable): Neighborhood Renaissance, Inc.

Current Business Address: 510 24th Street, Suite A

Boynton Beach, FL 33407

Federal Tax ID# 65-0352279 State of Incorporation: Florida

Phone #l: 561-832-6776 Fax#: 561-832-0483

Signature: Terri Murray Date: 7/16/18

Title: Executive Director

13. Proof of Financial Capability

Please see the requested financial information behind this page.

FLORIDA COMMUNITY LOAN FUND SM

EXPERTISE AND CAPITAL TO HELP YOUR PROJECT SUCCEED.

July 17, 2018

Ms. Terri Murray
Executive Director
Neighborhood Renaissance
510-A 24th Street
West Palm Beach, FL 33407

Re: Acquisition and construction loan for a 39 home development known as Cottage District Infill Housing Redevelopment Project in Boynton Beach.

Dear Ms. Murray:

Thank-you for considering Florida Community Loan Fund ("FCLF") as an acquisition and construction lender for the development of a 39 home project known as Cottage District Infill Housing Redevelopment Project, an affordable for-sale housing project in Boynton Beach, Palm Beach County, Florida. Receipt of a formal loan application would be subject to full underwriting of the Project, Borrower, Developer and Guarantors by FCLF and, if approved, would likely offer terms in the following ranges:

Borrower:	Neighborhood Renaissance or affiliated entity.
Purpose:	To fund infrastructure improvements and the construction of 39 homes (including single family and townhomes) for sale to low and moderate income homebuyers in Boynton Beach, FL.
Loan Amount:	$3,500,000.
Interest Rate:	4.75% fixed.
Loan Term:	2 years plus one optional six month extension, interest only payable monthly, from a to-be agreed upon interest reserve.
Fees:	Application fee - $300. Loan origination fee – 0.50% of the Loan Amount. Customary closing and FCLF legal fees.
Collateral:	First mortgage lien on the Project, superior to any and all liens and restrictions.
Loan to Value:	No more than 85% of the "as-completed' value of the land and improvements that can be constructed with the Loan Amount.

NEIGHBORHOOD RENAISSANCE, INC.
AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

FRIEDMAN, FELDMESSER & KARPELES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

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Friedman, Feldmesser & Karpeles, CPA, LLC

Kenneth R. Friedman, CPA
Mark S. Feldmesser, CPA
Richard L. Karpeles, CPA
www.ffkcpa.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Neighborhood Renaissance, Inc.
and Subsidiary
West Palm Beach, Florida

We have audited the accompanying consolidated statement of financial position of Neighborhood Renaissance, Inc. and Subsidiary (the Organization) as of September 30, 2017, and the related consolidated statements of activities and cash flows for the year then ended, and the notes to the consolidated financial statements. These financial statements are the responsibility of Neighborhood Renaissance, Inc. and Subsidiary's management.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Neighborhood Renaissance, Inc. and Subsidiary as of September 30, 2017, and the changes in ts net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 18, 2018, on our consideration of Neighborhood Renaissance, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Supplementary Information

Our audit was made for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The accompanying supplementary information listed on the table of contents is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

Friedman, Feldmesser & Karpeles, CPA, LLC

Friedman, Feldmesser & Karpeles, CPA, LLC
Jupiter, FL
April 18, 2018

NEIGHBORHOOD RENAISSANCE, INC. AND SUBSIDIARY
(a Non-Profit Corporation)
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2017

ASSETS

Cash in bank-operating	$ 721,867
Cash in bank-HOME/Coleman Park	122,017
Cash in bank-security deposits	60,595
Cash in bank-NSP2 reserve for repairs	737,798
Accounts receivable	2,472
Reimbursements receivable	1,757,451
Prepaid expenses	130,897
Property and equipment-net	9,931,197
Property under development	2,839,286
Land	720,000
Deposits	4,611
TOTAL ASSETS	$ 17,028,191

LIABILITIES AND NET ASSETS

LIABILITIES	
Accounts payable	$ 359,332
Security deposits payable	60,417
Accrued and other liabilities	6,160
Notes and mortgages payable	3,133,731
TOTAL LIABILITIES	3,559,640
NET ASSETS	
Unrestricted	13,468,551
TOTAL LIABILITIES AND NET ASSETS	$ 17,028,191

See accountants' audit report and accompanying footnotes

NEIGHBORHOOD RENAISSANCE, INC. AND SUBSIDIARY
(a Non-Profit Corporation)
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2017

ASSETS

	Neighborhood Renaissance, Inc	Your Way Home Realty,Inc.	Eliminations	Totals
Cash in bank-operating	$ 718,289	$ 3,578	$ -	$ 721,867
Cash in bank-HOME/Coleman Park	122,017	-	-	122,017
Cash in bank-security deposits	60,595	-	-	60,595
Cash in bank-NSP2 reserve for repairs	737,798	-	-	737,798
Accounts Receivable	153,118	-	(150,646)	2,472
Reimbursements receivable	1,757,451	-	-	1,757,451
Prepaid expenses	130,897	-		130,897
Property and equipment-net	9,931,197	-	-	9,931,197
Property under development	2,839,286	-	-	2,839,286
Land	720,000	-	-	720,000
Deposits	4,611	-	-	4,611
TOTAL ASSETS	$ 17,175,259	$ 3,578	$ (150,646)	$ 17,028,191

LIABILITIES AND NET ASSETS

LIABILITIES

Accounts payable	$ 359,332	$ 150,646	$ (150,646)	$ 359,332
Security deposits payable	60,417	-	-	60,417
Accrued and other liabilities	6,160			6,160
Notes and mortgages payable	3,133,731	-	-	3,133,731
TOTAL LIABILITIES	3,559,640	150,646	(150,646)	3,559,640

NET ASSETS

Unrestricted	13,615,619	(147,068)	-	13,468,551
TOTAL LIABILITIES AND NET ASSETS	$ 17,175,259	$ 3,578	($150,646)	17,028,191

See accountants' audit report and accompanying footnotes

NEIGHBORHOOD RENAISSANCE, INC. AND SUBSIDIARY
(a Non-Profit Corporation)
CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

REVENUES AND OTHER SUPPORT		
Public Support		
Grants	$	480,096
Contributions		74,869
Revenues		
Rental income-commercial		61,462
Rental income-residential		728,919
Gain on sale of property		341,477
Commission Income		22,087
Interest Income		4,416
Developer Fee income		176,684
Program services and other revenues		184,475
Total Public Support and Revenues		2,074,485
EXPENSES		
Program services		
General and Administrative Expenses		116,804
Economic Development Programs		381,718
Housing and Community Development		1,118,112
Subtotal		1,616,634
Increase in Net Assets		457,851
Net Assets - October 1, 2016		13,010,700
Net Assets - September 30, 2017	$	13,468,551

See accountants' audit report and accompanying footnotes

NEIGHBORHOOD RENAISSANCE, INC. AND SUBSIDIARY
(a Non-Profit Corporation)
CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Neighborhood Renaissance, Inc	Your Way Home Realty Inc	Eliminations	Total
REVENUES AND OTHER SUPPORT				
Public Support				
Grants	$ 480,096	$ -	-	$ 480,096
Contributions	74,869	-	-	74,869
Revenues				
Rental income-commercial	61,462	-	-	61,462
Rental income-residential	728,919	-	-	728,919
Gain on sale of property	341,477	-	-	341,477
Commission Income	-	22,087	-	22,087
Interest Income	4,416	-	-	4,416
Reimbursed expenses	116,330		(116,330)	-
Developer Fee income	176,684			176,684
Program services and other revenues	184,475	-		184,475
Total Public Support and Revenues	2,168,728	22,087	(116,330)	2,074,485
				-
EXPENSES				-
Program services				-
General and Administrative Expenses	97,475	135,659	(116,330)	116,804
Economic Development Programs	381,718	-	-	381,718
Housing and Community Development	1,118,112	-	-	1,118,112
Total Expenses	1,597,305	135,659	(116,330)	1,616,634
Increase/(Decrease) in Net Assets	571,423	(113,572)	-	457,851
				-
Net Assets - October 1, 2016	13,044,196	(33,496)		13,010,700
				-
Net Assets - September 30, 2017	$ 13,615,619	($147,068)		$13,468,551

See accountants' audit report and accompanying footnotes

NEIGHBORHOOD RENAISSANCE, INC. & SUBSIDIARY
(a Non-Profit Corporation)
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Program Services			
	General and Administrative	Economic Development Programs	Housing and Community Development	Total Program Services
Salaries & Benefits	$ 38,163	$ 76,326	$ 267,140	$ 381,628
Payroll taxes	2,545	5,089	17,811	25,446
Total salaries, benefits and taxes	40,708	81,415	284,951	407,074
Rental expenses	-	186,769	435,794	622,563
Professional fees	2,629	5,258	18,403	26,291
Office expense	1,280	2,559	8,958	12,796
Advertising & Marketing	321	642	2,248	3,212
Telephone	136	273	955	1,364
Occupancy	3,743	7,486	26,201	37,430
Equipment rental	80	160	561	801
Licenses and fees	329	659	2,305	3,293
Travel, conferences and seminars	530	1,060	3,711	5,302
Insurance	806	1,611	5,640	8,057
Interest expense	764	1,528	5,347	7,639
Total operating Expenses	51,327	289,421	795,074	1,135,822
Depreciation	46,148	92,296	323,037	461,482
Total Expenses	$ 97,475	$ 381,718	$ 1,118,112	$ 1,597,304

See accountants' audit report and accompanying footnotes.

NEIGHBORHOOD RENAISSANCE, INC. & SUBSIDIARY
(a Non-Profit Corporation)
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	$ 457,851
Adjustments to reconcile change in net assets to net cash flow provided by operations:	
Depreciation	461,482
(Increase)/decrease in assets	
Reimbursement receivable	(1,757,451)
Accounts receivable	3,372
Prepaid insurance	(501)
Deposits	3,562
Increase/(decrease) in liabilities	
Accounts payable and accrued expenses	280,433
Security deposits payable	(21,549)
TOTAL ADJUSTMENTS	(1,030,652)
NET CASH (USED) BY OPERATING ACTIVITIES	(572,801)
CASH FLOWS FROM INVESTING ACTIVITIES	
Change in property and equipment	1,221,026
Change in property under development-net	(506,774)
NET CASH PROVIDED BY INVESTING ACTIVITIES	714,252
CASH FLOWS FROM FINANCING ACTIVITIES	
Change in notes and mortgages payable-net	292,067
NET CASH (USED) BY FINANCING ACTIVITIES	292,067
NET INCREASE IN CASH	433,518
CASH, BEGINNING	1,208,759
CASH, ENDING	1,642,277

See accountants' audit report and accompanying footnotes

NEIGHBORHOOD RENAISSANCE, INC. & SUBSIDIARY
(a Non-Profit Corporation)
CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Neighborhood Renaissance	Your Way Home Realty	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in Net Assets	$ 571,423	$ (113,572)		$ 457,851
Adjustments to reconcile change in net assets to net cash flow provided by operations:				
Depreciation	461,482	-	-	461,482
				-
(Increase)/decrease in assets				-
Accounts receivable	3,372	-	-	3,372
Reimbursements receivable	(1,757,451)			(1,757,451)
Prepaid insurance	(501)	-	-	(501)
Deposits	3,562	-	-	3,562
Increase/(decrease) in liabilities				-
Accounts payable and accrued expenses	165,719	114,714		280,433
Deferred grant revenue		-	-	-
Security deposits payable	(21,549)	-	-	(21,549)
TOTAL ADJUSTMENTS	(1,145,366)	114,714	-	(1,030,652)
NET CASH PROVIDED BY OPERATING ACTIVITIES	(573,943)	1,142	-	(572,801)
CASH FLOWS FROM INVESTING ACTIVITIES				
Change in property and equipment	1,221,026	-	-	1,221,026
Change in property under development-net	(506,774)	-	-	(506,774)
NET CASH (USED) BY INVESTING ACTIVITIES	714,252	-		714,252
CASH FLOWS FROM FINANCING ACTIVITIES				
Change in notes and mortgages payable-net	292,067	-	-	292,067
NET CASH PROVIDED BY FINANCING ACTIVITIES	292,067	-	-	292,067
		-		-
NET INCREASE/(DECREASE) IN CASH	432,376	1,142	-	433,518
				-
CASH, BEGINNING	1,206,323	2,436	-	1,208,759
				-
CASH, ENDING	$ 1,638,699	$ 3,578	$0	1,642,277

See accountants' audit report and accompanying footnotes

NOTE 1 – ORGANIZATION

Nature of the Organization's Activity

Neighborhood Renaissance, Inc. was formerly known as Northwood Renaissance, Inc. The name was changed in November 2006 in order to more appropriately reflect the expansion of the Organization's activities to projects throughout all of Palm Beach County and not just to the area previously served by the Organization known as the Northwood neighborhood.

The Organization is organized to promote commercial and residential investment, development and revitalization within Palm Beach County and to improve the quality of life for low and moderate-income residents. To achieve its objectives, the Organization expends grants and contributions received from various entities.

Principles of consolidation

The accompanying financial statements present the financial position and activities of operations of Neighborhood Renaissance, Inc. and its recently formed wholly-owned subsidiary, Your Way Home Realty, Inc., collectively referred to herein as the Organization. Significant intercompany transactions and balances have been eliminated in consolidation.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

For purposes of reporting cash flows, the Organization considers all money market funds with an original maturity of three months or less to be cash equivalents. Included are amounts earmarked by the Organization for repairs and improvements on NSP2 and Pleasant City properties, as required in the grant agreements.

Property and Equipment

Property and equipment purchased by the Organization are stated at cost. Donated property and equipment are stated at fair market value at the date of the donation. Interest and related holding costs for projects under construction and renovation are capitalized.

Donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent of donor stipulations regarding how long those donated or acquired assets are placed in service as instructed by the donor reclassifying temporarily restricted net assets to unrestricted net assets at that time. Those assets donated with donor stipulations regarding permanent restrictions for a certain use are included as permanently restricted.

Major additions which materially increase the value of the property are capitalized and depreciated over the life of the asset. Maintenance and repairs are charged to expense as incurred. Depreciation expense has been computed using the straight-line method over useful lives ranging from 5 to 40 years. The Organization follows the practice of capitalizing all expenditures for land, buildings and equipment in excess of $250.

Property and equipment includes the cost of homes, as adjusted for impairment losses, acquired and rehabilitated as part of the Urban Infill Project, Neighborhood Stabilization Programs and HOME (See

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Footnote 3) which are being rented to eligible households. These homes are being depreciated over their estimated useful lives.

Financial Statement Presentation

Under FASB 117, *"Financial Statement of Not-For-Profit Organizations"*, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. In addition, the Organization recognizes only those contributed services which are provided by individuals possessing "specialized skills".

Promises to Give

Unconditional promises to give are recognized as revenues or gains in the period received and as assets, decreases of liabilities, or expenses depending on the form of the benefits received. Conditional promises to give are recognized when the conditions on which they depend are substantially met.

Restricted and Unrestricted Revenue Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions. Unrestricted support increases unrestricted net assets.

Grant Revenue Recognition

The Organization receives various grants from federal, state and local agencies as well as from private institutions for program and supporting service expenses. These grants are on a cost reimbursement basis or fee for service, including recoverable overhead. The Organization generally must abide by certain terms and conditions as set forth in the grant agreements and any unexpended grant funds must generally be returned to the donor. Revenue from grants is deemed earned and recognized in the Statement of Activities when all terms and conditions are met. Prior to that, unearned grant funds are classified as deferred revenue on the Statement of Financial Position.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

the financial statements and the reported amounts of revenues, support and expenses during the period. Actual results could differ from those estimates.

Property Under Development

Costs that clearly relate to land and building development projects are capitalized. Acquisition and other direct costs and interest related to the acquisition and development of projects are capitalized. Donated property is stated at fair market value at the date of the donation. Costs are allocated to the specific project units by the specific identification method whenever possible. Otherwise, acquisition costs are allocated based on their relative fair value before development, and development costs are allocated based on their relative sales value.

Accounting for Impairment Losses

The Organization records losses on long-lived assets when indicators of impairment are present. In this connection, certain of the Property held for rental were written down to appraised value.

Income Taxes

The Organization is a not-for-profit organization that is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service (IRS) as other than a private foundation. The Organization elected to file Form 990, *Return of Organization Exempt from Income Tax* for its tax year ending in 2017.

The Organization follows the reporting and disclosure guidance for uncertainty in income taxes as defined in FASB ASC 740. The financial statement effects of a tax position taken or expected to be taken are recognized in the financial statement when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. As of September 30, 2017, 2016 and 2015, the Organization had no uncertain tax positions that qualify for recognition or disclosure in the financial statements. Generally, the Internal Revenue Service may review the returns for the past three years.

Functional Expenses

Then costs of providing the various programs and other activities have been detailed in the statement of functional expenses and summarized on a functional basis in the statement of activities. Salaries and other expenses, which are associated with specific programs, based on management's estimates. The Organization's functional areas are as follows:

Economic Development Programs - Includes expenses for promotion of redevelopment districts, new business recruitment, commercial development and the implementation of economic development projects in the Northwood/Pleasant City CRA district as well as other redevelopment areas in Palm Beach County.

Housing and Community Development - Includes expenses for neighborhood revitalization activities such as the neighborhood stabilization activities including NSP 1 and NSP2 programs, the development and preservation of affordable housing opportunities, homebuyer education and training and the redevelopment of vacant and underutilized mixed-use commercial properties.

General and Administration – Includes expenses for the board of directors and organizational capacity development activities, grant writing, general fund raising, and day-to-day operations.

NOTE 3 – PROPERTY AND EQUIPMENT

The following summarizes property and equipment at September 30, 2017:

Equipment	$ 43,931
Furniture and fixtures	8,752
Property held for rental	11,173,039
Building - 504-510	658,685
	$ 11,884,407
Less accumulated depreciation	(1,953,210)
	$ 9,931,197

During the fiscal year ended September 30, 1999, a duplex at 504-510 24th Street ("the Duplex") was donated to the Organization. The Duplex was recorded as $7,500 for land and $68,173 for building. The Organization renovated this building under its neighborhood revitalization program and occupied a portion of the property in September 2003. The rest of the property has been improved for tenant inhabitance.

Property held for rental consists of the cost of single and multi-family homes and apartments acquired and re-developed as part of the Urban Infill Project, Neighborhood Stabilization Programs (NSP-1 and NSP-2), HOME Program and various donated properties which are being rented to eligible households. Rental properties acquired through these programs are deed restricted for occupancy by low and moderate income households. The original cost of property held for rental is comprised of $11,558,393 for the cost to purchase and rehabilitate the residence and $426,000 for the cost of the land, less a $811,354 reduction for impairment loss through fiscal year ended September 30, 2017.

The Northwood Urban Infill Redevelopment Project ("Urban Infill Project") originally consisted of fourteen such properties. Four of the properties were purchased by the Organization and the other ten properties were vacant lots donated to the Organization by the City of West Palm Beach which were each recorded at an appraised value of $80,000 at date of donation.

As of September 30, 2017, all fourteen properties have been sold, nine of which the Organization has retained the land rights on and is leasing the land back to the purchasers of the houses in long-term ground leases.

In April 2010, the Organization entered into an agreement with Palm Beach County to facilitate the use of grant funds available pursuant to the Neighborhood Stabilization Program (NSP-1) of the Housing and Economic Recovery Act of 2008 for the acquisition and rehabilitation of single family homes for rental to income eligible families. As of September 30, 2017, three such homes have been purchased and redeveloped using grant funds totaling $510,568 and all three homes have been rented to an income eligible household.

NOTE 3 – PROPERTY & EQUIPMENT (CONTINUED)

In October 2010, the Organization entered into an agreement with Palm Beach County for the use and benefit of its HOME Investment Partnership Programs to facilitate the use of grant funds available pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1990. Under this agreement, as amended in October 2011, the Organization would receive grant funds not to exceed $397,049 through December 31, 2012 to use for the acquisition and rehabilitation of at least two (2) single family homes for sale or rental to income eligible families. The grant would also reimburse the Organization for operating expenses up to a maximum of $17,831. A second amendment executed in December 2012 increased the maximum grant funds available to $529,399 and extended the grant period through September 15, 2013. As of September 30, 2017, both properties had been acquired and rehabilitated by the Organization, one of which has been sold and one of which has been rented to eligible households.

In May 2011, the Organization entered into an agreement with Palm Beach County to facilitate the use of grant funds available pursuant to the Neighborhood Stabilization Program (NSP-2) of the American Recovery and Reinvestment Act of 2009 and Housing and Economic Recovery Act of 2008. Under this agreement, the Organization would receive grant funds not to exceed $9,500,000 through November 15, 2012 to use for the acquisition and rehabilitation of at least fifty (50) single family homes to be sold, rented or lease-purchased to income eligible families. The acquired properties must be located in selected zip codes, must be bank-owned properties acquired out of foreclosure, must be vacant and the purchase price for any one property must not exceed $225,000.

The grant agreement was amended on January 31, 2013 to increase the maximum funding award to $12,226,117. As of September 30, 2017, fifty-three (53) such properties have been purchased and rehabilitated using grant funds totaling $12,226,117. Ten (10) of the homes have been sold and forty-three (43) of the properties have been rented to income eligible households.

In addition, the Organization acquired and redeveloped two additional bank-owned properties. The properties were acquired by way of donation and were rehabilitated at a total cost of $138,100. One of the properties was sold in 2016. The remaining unsold property has been rented to an income eligible household.

NOTE 4- PROPERTY UNDER DEVELOPMENT

In April 2016, the Organization acquired property on Florida Mango Road in West Palm Beach, Florida. The property was acquired for approximately $1,175,000 substantially with financing from the Florida Community Loan Fund and a seller-financed second mortgage. The property will be developed as an apartment building (Mango Cove Apartments) with 36 units for rent to income eligible families.

The Organization executed a loan agreement in February 2017 with Palm Beach County (PBC) to sell up to 20 Neighborhood Stabilization Program (NSP-2) single-family homes for the purpose of funding the development of the Mango Cove Apartments. The agreement stipulates that as each NSP-2 home previously funded by PBC is sold, sale proceeds are remitted to PBC as program income and made available to the Mango Cove project at a 0% interest loan. In this connection, as of September 30, 2017, a total of $1,369,161 was due from PBC for the Mango Cove project and included in the Reimbursements Receivable balance in the Consolidated Statement of Financial Position. Upon successful completion and operation of the multi-family rental complex for eligible households the loan will be forgiven on March 31 2048. At September 30, 2017, the Organization submitted for a building permitted. Project completion is anticipated prior to April 2019.

NOTE 4- PROPERTY UNDER DEVELOPMENT (CONT'D)

In August 2015, as amended in December 2015 and June 2017, the Organization entered into a development agreement with Lake Worth Community Redevelopment Agency (LWCRA) to develop for the purpose of selling to qualified buyers specific property in Lake Worth, Florida pursuant to the LWCRA's Neighborhood Stabilization Program (NSP-2). Under the terms of the agreement, the CRA has conveyed the subject property to the Organization, upon which the Organization will develop eight (8) residential live/work units for income eligible buyers, and 2000 square feet of commercial space, garage, parking areas and associated amenities as per site plan. The units will be marketed for sale solely to income eligible "Artists" (as defined in the agreement). The affordability period must remain in place for a minimum of fifteen (15) years. The agreement also provides for date specific benchmarks that the Organization must comply with. The LWCRA has the right to reacquire the property if the Organization defaults on any part of the agreement.

As part of the agreement, the LWCRA agreed to provide the Organization with a loan of up to Seven Hundred Thousand Dollars ($700,000) toward Development Costs (as defined), up to Twenty-Five Thousand Dollars ($25,000) toward the initial maintenance reserve and up to Twelve Thousand Dollars ($12,000) to assist the Artists with the unit purchase. The CRA agrees to execute a partial release of the loan obligation each time an individual unit is sold to a qualified purchaser, provided the Organization remains in full compliance with the agreement. As of September 30, 2017, the Organization has drawn $464,976 against the CRA loan for architect and design fees, building permits, construction loan closing costs. In addition, as of September 30, 2017, $142,626 was receivable from the LWCRA for eligible construction expenses incurred. The organization anticipates closing on the sale of units beginning in August 2018.

In September 2017, the organization entered into a 0% interest HOME loan agreement with PBC in the amount of $532,187 to assist four (4) of the Lake Worth "Artist" residential live/work units to be affordable to low-income buyers earning less than 80% of the area median income adjusted for family size. The loan is due the sooner of September 30, 2019 or upon the sale of each assisted unit. Eligible buyers may receive up to $133,047 of the loan as purchase assistance. The HOME assisted units will be deed restricted for a period of thirty (30) years. As of September 30, 2017, $245,664 was receivable from PBC for eligible development expenses.

In addition to the above, through September 30, 2017, the Organization acquired two (2) distressed properties which have been rehabilitated for sale to income eligible families. The properties were purchased outright. As of September 30, 2017, one (1) of the homes was sold to an income eligible purchaser, and the remaining property was in the process of being rehabilitated.

NOTE 5- GRANTS

The following is a summary of grant revenues earned by grantor agency for the year ended September 30, 2017.

Bank United	$ 9,500
NeighborWorks	50,000
Pleasant City - WPB	320,596
TD Bank	100,000
Total Grant Revenues	$ 480,096

NOTE 5 – GRANTS (CONT'D)

The NeighborWorks grant revenue is part a $500,000 grant agreement entered into in May 2017 with NeighborWorks America in order to support community stabilization and revitalization. The total grant award of $500,000 is payable at defined intervals through November 19, 2018 as work progresses.

The grants listed above were received to pay the salaries and other costs related to community development, affordable housing and neighborhood stabilization.

The Organization must comply with certain covenants and stipulations as defined in the grant agreements, including certain deed restrictions on the acquired properties as defined in the grant agreements.

NOTE 6 – UNINSURED CASH BALANCES

The Organization maintains one non-interest bearing checking account at one local financial institution and three non-interest bearing accounts at another financial institution. Interest bearing and non-interest bearing accounts at the same financial institution are insured up to $250,000 by the Federal Deposit Insurance Corporation ("FDIC"). At September 30, 2017, the Organization had uninsured deposits of $193,701, and $8,200 respectively at two of the financial institutions. The Board of Directors is in the process of reviewing alternative banking alternatives to bring all accounts taken as a whole below the FDIC $250,000 limitation. As of the audit date, the Organization has not experienced any loss due to the uninsured balances.

(NOTES TO FINANCIAL STATEMENTS CONTINUED ON PAGE 16)

NOTE 7- NOTES AND MORTGAGES PAYABLE

Promissory Note Payable to PNC Bank with monthly principal and interest payments of $1,496.68 through December 15, 2023. The note bears interest at 3% per annum and is secured by the 504-514 24 Street Property.	$ 102,053
Promissory Note Payable to PNC Bank with monthly principal and interest of $863.88 through December 15, 2023. The note bears interest at 6.50% through January 15, 2014, after which the interest note becomes prime plus 3.75%. The note is secured by the 504-510 24 Street property.	52,442
Line of credit through Florida Community Loan Fund in the amount of $975,000 which matures on April 6, 2019. The line bears interest at 5.25% and the amount of credit available on 9/30/2016 is $461,293. The line can be withdrawn at the financial institution's option in the event of default in complying with the terms of the note or default of the development agreement. The loan is secured by certain NSP2 properties.	347,665
The Organization had a revolving line of credit with the Florida Community Loan Fund (FCLF) providing for maximum borrowings of $750,000. The funds were to be used to acquire and renovate foreclosed properties. In August 2014, FCLF converted the balance to a term loan in the amount of $668,670. The loan bears interest at 5.75% and is payable in monthly principal and interest payments of $3,902 though maturity on August 1, 2024. The loan is secured by NSP2 properties.	638,956
Recoverable Grant with LISC is to be used in development of the 504-510 24 Street property. The grant funds were to be repaid no later than October 1, 2004. The Organization has requested a continuance.	8,000
Loan from Florida Community Loan Fund in the amount of $25,000 at an interest rate of 5.50% with a maturity date of August 10, 2021, with monthly payments of principal and interest of $142. The loan is secured by property located at 6080 Forest Hill Blvd.	24,563

NOTE 7 – NOTES AND MORTGAGES PAYABLE (CONTINUED)

Loan payable to the Florida Community Loan Fund in the amount of $1,040,000 with interest only payments through maturity on 4/19/19, at which time the entire indebtedness is due. Interest rate is 5% fixed rate, simple interest. The loan is secured by property located on Florida Mango Road.	1,040,000
The Organization has a line of credit through Florda Community Loan Fund (FCLF) providing for maximum borrowings of $1,666,000. The funds are to be used to construct the Art Loft of West Village. The line matures June 2019 at an interest rate of 5%.	357,458
Loan payable to the West Palm Beach Community Redevelopment Agency. The funds were designated to be used in connection with the development of the Village Centre project. The loan was modified effective September 2014 and now calls for monthly principal and interest payments of $ 255 through December 1, 2020. The loan bears interest at 4.2% per annum.	9,168
Note payable to Florida Community Loan Fund with monthly principal and interest payments of $1,858 through April 1, 2022, at which time the unpaid balance becomes due. The note bears interest at 5.75% per annum and is secured by mortgages on 504-510 24th Street property.	88,450
Loan payable to the Lake Worth Community Redevelopment Agency in connection with the development of the property located at 110 North F Street, Lake Worth (West Village Project). The loan provides for maximum borrowing of up to $700,000 and is secured by a second mortgage on the subject property. As units are sold to qualified buyers and all terms of the agreement are met, the CRA will issue a partial release of lien and loan balance forgiveness.	464,976
	$3,133,731

Friedman, Feldmesser & Karpeles, CPA, LLC

Kenneth R. Friedman, CPA
Mark S. Feldmesser, CPA
Richard L. Karpeles, CPA
www.ffkcpa.com

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Neighborhood Renaissance, Inc.& Subsidiary
(a non-profit corporation)
West Palm Beach, Florida

We have audited the financial statements of Neighborhood Renaissance, Inc. (a non-profit corporation) and Subsidiary (the "Organization") as of September 30, 2017, and have issued our report thereon dated April 18, 2018. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United

Compliance

As part of obtaining reasonable assurance whether Neighborhood Renaissance, Inc.'s financial statements are free of material misstatements, we performed tests of compliance with certain provisions of laws, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Neighborhood Renaissance, Inc.'s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that a material misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over the financial reporting and its operation that we consider to be material weaknesses.

This report is intended for the information of the Board of Directors, management and applicable City, State, and Federal agencies and is not intended to be and should not be used by anyone other than these specified parties.

Friedman, Feldmesser & Karpeles, CPA, LLC

April 18, 2018

641 University Boulevard, Suite 210, Jupiter, FL 33458 (561) 622-9990 fax: (561) 622-2523

NEIGHBORHOOD RENAISSANCE, INC. & SUBSIDIARY
SCHEDULE OF FINDINGS AND RECOMMENDATIONS
SEPTEMBER 30, 2017

Current Findings – None noted

efile GRAPHIC print - DO NOT PROCESS | As Filed Data - | DLN: 93493094002148

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public
▶ Information about Form 990 and its instructions is at *www IRS gov/form990*

OMB No 1545-0047

2016

Open to Public Inspection

A For the 2016 calendar year, or tax year beginning 10-01-2016 , and ending 09-30-2017

B Check if applicable
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization
NEIGHBORHOOD RENAISSANCE INC

Doing business as

Number and street (or P O box if mail is not delivered to street address) 510-24 STREET | Room/suite

City or town, state or province, country, and ZIP or foreign postal code
WEST PALM BEACH, FL 33407

D Employer identification number
65-0352279

E Telephone number
(561) 832-6776

G Gross receipts $ 2,437,302

F Name and address of principal officer
CARL A FLICK
221 34TH STREET
WEST PALM BEACH, FL 33486

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation 1992

M State of legal domicile FL

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities
COMMUNITY DEVELOPMENT

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets

3	Number of voting members of the governing body (Part VI, line 1a)	3	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	6
6	Total number of volunteers (estimate if necessary)	6	7
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 34	7b	

		Prior Year	Current Year
Revenue	8 Contributions and grants (Part VIII, line 1h)	231,079	554,965
	9 Program service revenue (Part VIII, line 2g)	227,052	477,489
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	128,528	345,893
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	306,235	167,818
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	892,894	1,546,165
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	403,450	407,074
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶0		
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	507,240	567,667
	18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	910,690	974,741
	19 Revenue less expenses Subtract line 18 from line 12	-17,796	571,424

		Beginning of Current Year	End of Year
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	16,019,388	17,175,260
	21 Total liabilities (Part X, line 26)	3,007,782	3,559,641
	22 Net assets or fund balances Subtract line 21 from line 20	13,011,606	13,615,619

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here

******
Signature of officer — 2018-01-29 Date

CARL FLICK PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
RICHARD L KARPELES	RICHARD L KARPELES	2018-04-04		

Firm's name ▶ FRIEDMAN FELDMESSER AND KARPELES CPA LLC — Firm's EIN ▶

Firm's address ▶ 641 UNIVERSITY BLVD STE 210
JUPITER, FL 33458 — Phone no (561) 622-9990

May the IRS discuss this return with the preparer shown above? (see instructions) ☑ Yes ☐ No

Part III Statement of Program Service Accomplishment

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission

COMMUNITY DEVELOPMENT

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☑ No

If "Yes," describe these new services on Schedule O

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☑ No

If "Yes," describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4a (Code) (Expenses $ 877,331 including grants of $) (Revenue $ 550,193)

See Additional Data

4b (Code) (Expenses $ including grants of $) (Revenue $)

4c (Code) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe in Schedule O)

(Expenses $ including grants of $) (Revenue $)

4e **Total program service expenses** ▶ 877,331

Part IV Checklist of Required Schedules

			Yes	No
	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	Yes	
2	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2		No
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		No
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		No
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		No
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		No
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		No
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		No
9	Did the organization report an amount in Part X, line 21 for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		No
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		No
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	Yes	
	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		No
c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		No
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	Yes	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	Yes	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		No
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	Yes	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		No
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		No
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		No
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		No
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		No
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		No
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* (see instructions)	17		No
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		No
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		No

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		No
	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		No
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		No
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K If "No," go to line 25a*	24a		No
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		No
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		No
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26		No
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		No
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions)			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		No
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		No
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		No
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		No
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		No
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		No
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		No
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301 7701-2 and 301 7701-3? *If "Yes," complete Schedule R, Part I*	33		No
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		No
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		No
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		No
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		No
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	Yes	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V . . . . . ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096 Enter -0- if not applicable . .	1a	0		
b	Enter the number of Forms W-2G included in line 1a *Enter -0-* if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c	Yes	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	6		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? **Note.** If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		2b	Yes	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year? . . .		3a		No
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O* . . .		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . .		4a		No
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR)				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . .		5a		No
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		No
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . .		6a		No
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		No
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		No
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		No
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . .		7f		No
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		No
9a	Did the sponsoring organization make any taxable distributions under section 4966? . . .		9a		No
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . .		9b		No
10	**Section 501(c)(7) organizations.** Enter				
a	Initiation fees and capital contributions included on Part VIII, line 12 . . .	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note.** See the instructions for additional information the organization must report on Schedule O		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		No
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O* . .		14b		

Part VI **Governance, Management, and Disclosure** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O See instructions*

Check if Schedule O contains a response or note to any line in this Part VI . . . . . ☑

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a 10		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O			
b	Enter the number of voting members included in line 1a, above, who are independent	1b 10		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		No
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?	3		No
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		No
6	Did the organization have members or stockholders?	6		No
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	Yes	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following			
a	The governing body?	8a	Yes	
b	Each committee with authority to act on behalf of the governing body?	8b	Yes	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	9		No

Section B. Policies (*This Section B requests information about policies not required by the Internal Revenue Code.*)

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		No
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	Yes	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	Yes	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	Yes	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	Yes	
13	Did the organization have a written whistleblower policy?	13		No
14	Did the organization have a written document retention and destruction policy?	14	Yes	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	Yes	
b	Other officers or key employees of the organization	15b	Yes	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions)			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	Yes	
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	Yes	

Section C. Disclosure

17 List the States with which a copy of this Form 990 is required to be filed▶ FL

18 Section 6104 requires an organization to make its Form 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection Indicate how you made these available Check all that apply

☐ Own website ☐ Another's website ☑ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶TERRI MURRAY 510-24TH STREET SUITE A WEST PALM BEACH, FL 33407 (561) 832-6776

Part VII Compensation of Officers, Directors,Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed Report compensation for the calendar year ending with or within the organization's tax year

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation Enter -0- in columns (D), (E), and (F) if no compensation was paid
- List all of the organization's **current** key employees, if any See instructions for definition of "key employee "
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations
- List all of the organization's **former** officers, key employees, or highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations

List persons in the following order individual trustees or directors, institutional trustees, officers, key employees, highest compensated employees, and former such persons

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W- 2/1099-MISC)	(E) Reportable compensation from related organizations (W- 2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JULIE HYATT VICE PRESIDENT	2 00			X				0	0	0
(2) TIM COPPAGE DIRECTOR	2 00	X						0	0	0
(3) DIANE MCNEIL DIRECTOR	2 00	X						0	0	0
(4) LOVETTA HARMON DIRECTOR	2 00	X						0	0	0
(5) JEAN BAYOL DIRECTOR	2 00	X						0	0	0
(6) CARL A FLICK PRESIDENT	2 00			X				0	0	0
(7) BETTE ANNE STARKEY SECRETARY	2 00			X				0	0	0
(8) JOEY EICHNER TREASURER	2 00			X				0	0	0
(9) ROMIN CURRIER DIRECTOR	2 00	X						0	0	0
(10) TERRI MURRAY EXECUTIVE DIRECTOR	40 00				X			95,388	0	0
(11) ANNETTE WHITEHEAD DIRECTOR	2 00	X						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee	Officer	Key employee	Highest compensated employee	Former			

1b Sub-Total ▶			
c Total from continuation sheets to Part VII, Section A ▶			
d Total (add lines 1b and 1c) ▶	95,388		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶

		Yes	No
3 Did the organization list any **former** officer, director or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		No
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		No
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		No

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization Report compensation for the calendar year ending with or within the organization's tax year

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	554,965			
	g Noncash contributions included in lines 1a-1f $					
	h Total. Add lines 1a-1f		554,965			
Program Service Revenue		Business Code				
	2a PROGRAM SERVICE FEES	531390	184,475			
	b DEVELOPER FEE INCOME	531390	176,684			
	c					
	d					
	e					
	f All other program service revenue		116,330			
	g Total. Add lines 2a-2f		477,489			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		4,416			
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
		(i) Real	(ii) Personal			
	6a Gross rents	790,381				
	b Less rental expenses	622,563				
	c Rental income or (loss)	167,818				
	d Net rental income or (loss)			167,818	167,818	
		(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory		610,051			
	b Less cost or other basis and sales expenses		268,574			
	c Gain or (loss)		341,477			
	d Net gain or (loss)			341,477	341,477	
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c) See Part IV, line 18 a					
	b Less direct expenses b					
	c Net income or (loss) from fundraising events					
	9a Gross income from gaming activities See Part IV, line 19 a					
	b Less direct expenses b					
	c Net income or (loss) from gaming activities					
	10a Gross sales of inventory, less returns and allowances a					
	b Less cost of goods sold b					
	c Net income or (loss) from sales of inventory					
	Miscellaneous Revenue	Business Code				
	11a					
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a–11d					
	12 Total revenue. See Instructions		1,546,165	991,200		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns All other organizations must complete column (A)

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraisingexpenses
1 Grants and other assistance to domestic organizations and domestic governments See Part IV, line 21				
2 Grants and other assistance to domestic individuals See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals See Part IV, line 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	95,388	85,850	9,538	0
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	262,398	236,158	26,240	0
8 Pension plan accruals and contributions (include section 401 (k) and 403(b) employer contributions)				
9 Other employee benefits	23,842	21,458	2,384	0
10 Payroll taxes	25,446	22,901	2,545	0
11 Fees for services (non-employees)				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services See Part IV, line 17				
f Investment management fees				
g Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	37,430	33,748	3,682	0
17 Travel	5,302	4,772	530	0
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	7,639	6,875	764	0
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	461,482	415,334	46,148	0
23 Insurance	8,057	7,252	805	0
24 Other expenses Itemize expenses not covered above (List miscellaneous expenses in line 24e If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O)				
a ADVERTISING & MARKETING	3,212	2,891	321	0
b FEES	3,293	2,964	329	0
c EQUIPMENT RENTAL	801	721	80	0
d OFFICE EXPENSES	12,796	11,517	1,279	0
e All other expenses	27,655	24,890	2,765	0
25 **Total functional expenses.** Add lines 1 through 24e	974,741	877,331	97,410	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash–non-interest-bearing		1,208,756	1	1,638,699
	2	Savings and temporary cash investments			2	
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net		5,844	4	153,118
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees Complete Part II of Schedule L			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) Complete Part II of Schedule L			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		130,399	9	130,897
	10a	Land, buildings, and equipment cost or other basis Complete Part VI of Schedule D	10a 12,599,918			
	b	Less accumulated depreciation	10b 1,948,721	12,333,704	10c	10,651,197
	11	Investments—publicly traded securities			11	
	12	Investments—other securities See Part IV, line 11			12	
	13	Investments—program-related See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets See Part IV, line 11		2,340,685	15	4,601,349
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)		16,019,388	16	17,175,260
Liabilities	17	Accounts payable and accrued expenses		84,150	17	365,492
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability Complete Part IV of Schedule D			21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons Complete Part II of Schedule L			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties		2,841,666	24	3,133,731
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24) Complete Part X of Schedule D		81,966	25	60,418
	26	**Total liabilities.** Add lines 17 through 25		3,007,782	26	3,559,641
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☑ and complete lines 27 through 29, and lines 33 and 34.**				
	27	Unrestricted net assets		13,011,606	27	13,615,619
	28	Temporarily restricted net assets			28	
	29	Permanently restricted net assets			29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds			30	
	31	Paid-in or capital surplus, or land, building or equipment fund			31	
	32	Retained earnings, endowment, accumulated income, or other funds			32	
	33	Total net assets or fund balances		13,011,606	33	13,615,619
	34	Total liabilities and net assets/fund balances		16,019,388	34	17,175,260

Part XI Reconcilliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,546,165
2	Total expenses (must equal Part IX, column (A), line 25)	2	974,741
3	Revenue less expenses Subtract line 2 from line 1	3	571,424
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	13,011,606
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	32,589
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	13,615,619

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990 ☐ Cash ☑ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		No
	If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	Yes	
	If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both ☑ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes," to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	Yes	
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	Yes	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b	Yes	

Additional Data

Software ID: 16000371
Software Version:
EIN: 65-0352279
Name: NEIGHBORHOOD RENAISSANCE INC

Form 990 (2016)

Form 990, Part III, Line 4a:

THE ENTITY EXPENDS FUNDS RECEIVED FROM GRANTS AND CONTRIBUTIONS TO INDIVIDUALS & BUSINESSES THAT CONTRIBUTE TO A COMMUNITY DEVELOPMENT OF COMMERCIAL AND RESIDENTIAL PROPERTY

efile GRAPHIC print - DO NOT PROCESS | As Filed Data - | DLN: 93493094002148

SCHEDULE A (Form 990 or 990EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Information about Schedule A (Form 990 or 990-EZ) and its instructions is at *www.irs.gov/form990*.**

OMB No 1545-0047

2016

Open to Public Inspection

Name of the organization
NEIGHBORHOOD RENAISSANCE INC

Employer identification number
65-0352279

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 12, check only one box)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ))

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170 (b)(1)(A)(iv).** (Complete Part II)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☑ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi)** (Complete Part II)

9 ☐ An agricultural research organization described in **170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture See instructions Enter the name, city, and state of the college or university

_____

10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See **section 509(a)(2).** (Complete Part III)

11 ☐ An organization organized and operated exclusively to test for public safety See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s) **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions) **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions) **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization

f Enter the number of supported organizations _____

g Provide the following information about the supported organization(s)

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi) (Complete only if you checked the box on line 5, 7, 8, or 9 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a)2012	(b)2013	(c)2014	(d)2015	(e)2016	(f)Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grant ")	5,266,896	689,691	460,659	296,085	550,193	7,263,524
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	5,266,896	689,691	460,659	296,085	550,193	7,263,524
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						7,263,524

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a)2012	(b)2013	(c)2014	(d)2015	(e)2016	(f)Total
7 Amounts from line 4	5,266,896	689,691	460,659	296,085	550,193	7,263,524
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	1,635,230	905,011	945,258	977,919	794,797	5,258,215
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						
11 **Total support.** Add lines 7 through 10						12,521,739

12 Gross receipts from related activities, etc (see instructions) **12**

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f))	**14**	58 010 %
15 Public support percentage for 2015 Schedule A, Part II, line 14	**15**	76 160 %

16a **33 1/3% support test—2016.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☑

b **33 1/3% support test—2015.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10%-facts-and-circumstances test—2016.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization ▶ ☐

b **10%-facts-and-circumstances test—2015.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**
(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a)2012	(b)2013	(c)2014	(d)2015	(e)2016	(f)Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants ")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6)						0

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a)2012	(b)2013	(c)2014	(d)2015	(e)2016	(f)Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						
13 **Total support.** (Add lines 9, 10c, 11, and 12)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f))	15	0 %
16	Public support percentage from 2015 Schedule A, Part III, line 15	16	

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2016** (line 10c, column (f) divided by line 13, column (f))	17	0 %
18	Investment income percentage from **2015** Schedule A, Part III, line 17	18	

19a **33 1/3% support tests—2016.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests—2015.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I If you checked 12a of Part I, complete Sections A and B If you checked 12b of Part I, complete Sections A and C If you checked 12c of Part I, complete Sections A, D, and E If you checked 12d of Part I, complete Sections A and D, and complete Part V)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated If designated by class or purpose, describe the designation If historic and continuing relationship, explain*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509 (a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2)*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes" and if you checked 12a or 12b in Part I, answer (b) and (c) below*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes*	4c		
5	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable) Also, provide detail in* ***Part VI,*** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document)*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ)*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ)*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below*	10a		
	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings)*	10b		

Part IV Supporting Organizations (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b	A family member of a person described in (a) above?	11b	
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI*	11c	

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year*	1	
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization*	2	

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s)*	1	

Section D. All Type III Supporting Organizations

		Yes	No
	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization (s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s)*	2	
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard*	3	

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year **(see instructions)**

a ☐ The organization satisfied the Activities Test Complete **line 2** below

b ☐ The organization is the parent of each of its supported organizations Complete **line 3** below

c ☐ The organization supported a governmental entity Describe in **Part VI** how you supported a government entity (see instructions)

		Yes	No
2	Activities Test **Answer (a) and (b) below.**		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities*	2a	
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement*	2b	
3	Parent of Supported Organizations **Answer (a) and (b) below.**		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* ***Part VI.***	3a	
b	Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI.*** *the role played by the organization in this regard*	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov 20, 1970 **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E

Section A - Adjusted Net Income

			(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6 and 7 from line 4)	8		

Section B - Minimum Asset Amount

			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year)	1		
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors (explain in detail in Part VI)			
2	Acquisition indebtedness applicable to non-exempt use assets	2		
3	Subtract line 2 from line 1d	3		
4	Cash deemed held for exempt use Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 035	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount

			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	

7 ☐ Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions)

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI) See instructions	
7 **Total annual distributions.** Add lines 1 through 6	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI) See instructions	
9 Distributable amount for 2016 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2016	(iii) Distributable Amount for 2016
1 Distributable amount for 2016 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2016 (reasonable cause required--see instructions)			
3 Excess distributions carryover, if any, to 2016			
a			
b			
c From 2013.			
d From 2014.			
e From 2015.			
f **Total** of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2016 distributable amount			
i Carryover from 2011 not applied (see instructions)			
j Remainder Subtract lines 3g, 3h, and 3i from 3f			
4 Distributions for 2016 from Section D, line 7 $			
a Applied to underdistributions of prior years			
b Applied to 2016 distributable amount			
c Remainder Subtract lines 4a and 4b from 4			
5 Remaining underdistributions for years prior to 2016, if any Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions)			
6 Remaining underdistributions for 2016 Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions)			
7 **Excess distributions carryover to 2017.** Add lines 3j and 4c			
8 Breakdown of line 7			
a			
b Excess from 2013.			
c Excess from 2014.			
d Excess from 2015.			
e Excess from 2016.			

Part VI **Supplemental Information.**

Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions).

Facts And Circumstances Test

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes," on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No 1545-0047

2016

Open to Public Inspection

Name of the organization
NEIGHBORHOOD RENAISSANCE INC

Employer identification number
65-0352279

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply)

☐ Preservation of land for public use (e g , recreation or education)
☐ Preservation of an historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year

		Held at the End of the Year
a	Total number of conservation easements	2a
b	Total acreage restricted by conservation easements	2b
c	Number of conservation easements on a certified historic structure included in (a)	2c
d	Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items

a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply)

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII

5 During the year, did the organization solicit or receive donations of art, historical treasures or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII Check here if the explanation has been provided in Part XIII . . . . . ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a)Current year	(b)Prior year	(c)Two years back	(d)Three years back	(e)Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as

a Board designated or quasi-endowment ▶
b Permanent endowment ▶
c Temporarily restricted endowment ▶

The percentages on lines 2a, 2b, and 2c should equal 100%

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by

	Yes	No
(i) unrelated organizations	3a(i)	
(ii) related organizations	3a(ii)	
b If "Yes" on 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b)Cost or other basis (other)	(c)Accumulated depreciation	(d)Book value
1a Land	720,000			720,000
b Buildings	11,827,235		1,897,799	9,929,436
c Leasehold improvements				
d Equipment	43,931		42,580	1,351
e Other	8,752		8,342	410
Total. Add lines 1a through 1e *(Column (d) must equal Form 990, Part X, column (B), line 10(c))* ▶				10,651,197

Part VII **Investments—Other Securities.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col (B) line 12.)* ▶		

Part VIII **Investments—Program Related.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col (B) line 13.)* ▶		

Part IX **Other Assets.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d See Form 990, Part X, line 15

(a) Description	(b) Book value
(1) PROPERTY UNDER DEVELOPMENT	2,839,286
(2) DEPOSITS	4,611
(3) REIMBURSEMENTS RECEIVABLE	1,757,452
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col (B) line 15.)* ▶	4,601,349

Part X **Other Liabilities.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
SECURITY DEPOSITS	60,418
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col (B) line 25.)* ▶	60,418

2. Liability for uncertain tax positions In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740) Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line **1**				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue Add lines **3** and **4c.** (This must equal Form 990, Part I, line 12)			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line **1:**				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses Add lines **3** and **4c.** (This must equal Form 990, Part I, line 18)			5	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9, Part III, lines 1a and 4, Part IV, lines 1b and 2b, Part V, line 4, Part X, line 2, Part XI, lines 2d and 4b, and Part XII, lines 2d and 4b Also complete this part to provide any additional information

Return Reference	Explanation	

Part XIII Supplemental Information *(continued)*

Return Reference	Explanation

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SCHEDULE O (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ **Attach to Form 990 or 990-EZ.**

▶ **Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.**

OMB No 1545-0047

2016

Open to Public Inspection

Name of the organization
NEIGHBORHOOD RENAISSANCE INC

Employer identification number
65-0352279

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 7a	The organization has members elect the board of directors

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 11b	The board engages the audit, reviews it, accepts it and then reviews the 990 at the same t ime After review either the President or Treasurer sign the 990

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 12c	Members are required to sign a conflict of interest statement after being elected

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 15a	Compensation is determined based on an annual review by the board and executive committee

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 19	The governing documents, conflict of interest policy and financial statements are available upon request

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 15b	Overall salaries are budgeted and allocated to various employees

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990, Part IX, Line 24e	PROFESSIONAL FEES 26291 23662 2629 0

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990, Part IX, Line 24e	TELEPHONE 1364 1228 136 0

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Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public
▶ Information about Form 990 and its instructions is at www.IRS.gov/form990

OMB No 1545-0047

2015

Open to Public Inspection

A For the 2015 calendar year, or tax year beginning 10-01-2015 , and ending 09-30-2016

B Check if applicable
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
NEIGHBORHOOD RENAISSANCE INC

Doing business as

Number and street (or P O box if mail is not delivered to street address) 510-24 STREET | Room/suite

City or town, state or province, country, and ZIP or foreign postal code
WEST PALM BEACH, FL 33407

D Employer identification number
65-0352279

E Telephone number
(561) 832-6776

G Gross receipts $ 1,898,726

F Name and address of principal officer
CARL A FLICK
221 34TH STREET
WEST PALM BEACH, FL 33486

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation 1992

M State of legal domicile FL

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities
COMMUNITY DEVELOPMENT

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets

3	Number of voting members of the governing body (Part VI, line 1a)	3	9
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	9
5	Total number of individuals employed in calendar year 2015 (Part V, line 2a)	5	6
6	Total number of volunteers (estimate if necessary)	6	7
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 34	7b	

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	460,659	231,079
9	Program service revenue (Part VIII, line 2g)	230,747	227,052
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	123,623	128,528
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	73,590	306,235
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	888,619	892,894

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	404,955	403,450
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) ▶0		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	518,931	507,240
18	Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	923,886	910,690
19	Revenue less expenses Subtract line 18 from line 12	-35,267	-17,796

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	14,510,104	16,019,388
21	Total liabilities (Part X, line 26)	1,480,702	3,007,782
22	Net assets or fund balances Subtract line 21 from line 20	13,029,402	13,011,606

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here

******
Signature of officer — 2017-01-25 Date

CARL FLICK PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
RICHARD L KARPELES	RICHARD L KARPELES	2017-03-17		

Firm's name ▶ FRIEDMAN FELDMESSER AND KARPELES CPA LLC — Firm's EIN ▶

Firm's address ▶ 641 UNIVERSITY BLVD STE 210
JUPITER, FL 33458 — Phone no (561) 622-9990

May the IRS discuss this return with the preparer shown above? (see instructions) ☑ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission

COMMUNITY DEVELOPMENT

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☑ No

If "Yes," describe these new services on Schedule O

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☑ No

If "Yes," describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4a (Code) (Expenses $ 813,339 including grants of $) (Revenue $ 296,085)

THE ENTITY EXPENDS FUNDS RECEIVED FROM GRANTS AND CONTRIBUTIONS TO INDIVIDUALS & BUSINESSES THAT CONTRIBUTE TO A COMMUNITY DEVELOPMENT OF COMMERCIAL AND RESIDENTIAL PROPERTY

4b (Code) (Expenses $ including grants of $) (Revenue $)

4c (Code) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe in Schedule O)

(Expenses $ including grants of $) (Revenue $)

4e **Total program service expenses ▶** 813,339

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	Yes	
	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2		No
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		No
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		No
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		No
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		No
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		No
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		No
9	Did the organization report an amount in Part X, line 21 for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		No
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		No
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	Yes	
b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		No
	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		No
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	Yes	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	Yes	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		No
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	Yes	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		No
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		No
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		No
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		No
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		No
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		No
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* (see instructions)	17		No
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		No
	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		No
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		

Part IV Checklist of Required Schedules *(continued)*

	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		No
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		No
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K If "No," go to line 25a*	24a		No
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		No
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		No
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26		No
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		No
	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions)			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		No
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		No
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		No
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		No
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		No
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		No
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		No
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301 7701-2 and 301 7701-3? *If "Yes," complete Schedule R, Part I*	33		No
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		No
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		No
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		No
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		No
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	Yes	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V . . . . . ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096 Enter -0- if not applicable . .	1a	0		
b	Enter the number of Forms W-2G included in line 1a Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c	Yes	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	6		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? **Note.** If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		2b	Yes	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year? . . .		3a		No
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O* . . .		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . .		4a		No
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR)				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . .		5a		No
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		No
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . .		6a		No
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		No
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		No
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		No
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . .		7f		No
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		No
9a	Did the sponsoring organization make any taxable distributions under section 4966? . . .		9a		No
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . .		9b		No
10	**Section 501(c)(7) organizations.** Enter				
a	Initiation fees and capital contributions included on Part VIII, line 12 . . .	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note.** See the instructions for additional information the organization must report on Schedule O		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		No
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O* . .		14b		

Part VI Governance, Management, and Disclosure

For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI . . . . . ☑

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a 9		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O			
b	Enter the number of voting members included in line 1a, above, who are independent	1b 9		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		No
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?	3		No
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		No
6	Did the organization have members or stockholders?	6		No
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	Yes	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following			
a	The governing body?	8a	Yes	
b	Each committee with authority to act on behalf of the governing body?	8b	Yes	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	9		No

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		No
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	Yes	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	Yes	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	Yes	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	Yes	
13	Did the organization have a written whistleblower policy?	13		No
14	Did the organization have a written document retention and destruction policy?	14	Yes	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	Yes	
b	Other officers or key employees of the organization	15b	Yes	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions)			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	Yes	
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	Yes	

Section C. Disclosure

17 List the States with which a copy of this Form 990 is required to be filed ▶ FL

18 Section 6104 requires an organization to make its Form 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☑ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶ TERRI MURRAY 510-24TH STREET SUITE A WEST PALM BEACH, FL 33407 (561) 832-6776

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed Report compensation for the calendar year ending with or within the organization's tax year

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation Enter -0- in columns (D), (E), and (F) if no compensation was paid
- List all of the organization's **current** key employees, if any See instructions for definition of "key employee "
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations
- List all of the organization's **former** officers, key employees, or highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations

List persons in the following order individual trustees or directors, institutional trustees, officers, key employees, highest compensated employees, and former such persons

☑ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W- 2/1099-MISC)	(E) Reportable compensation from related organizations (W- 2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JULIE HYATT VICE PRESIDENT	2 00			X				0	0	0
(2) TIM COPPAGE DIRECTOR	2 00	X						0	0	0
(3) LYNN SOLOMON DIRECTOR	2 00	X						0	0	0
(4) LOVETTA HARMON DIRECTOR	2 00	X						0	0	0
(5) JEAN BAYOL DIRECTOR	2 00	X						0	0	0
(6) CARL A FLICK PRESIDENT	2 00		X					0	0	0
(7) BETTE ANNE STARKEY SECRETARY	2 00		X					0	0	0
(8) JOEY EICHNER TREASURER	2 00		X					0	0	0
(9) ROMIN CURRIER DIRECTOR	2 00	X	X					0	0	0
(10) TERRI MURRAY EXECUTIVE DIRECTOR	40 00				X			93,874	0	0

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee	Officer	Key employee	Highest compensated employee	Former			
1b Sub-Total ▶										
c Total from continuation sheets to Part VII, Section A ▶										
d Total (add lines 1b and 1c) ▶								93,874		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶

			Yes	No
3	Did the organization list any **former** officer, director or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		No
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		No
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		No

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization Report compensation for the calendar year ending with or within the organization's tax year

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns . . 1a				
	b	Membership dues 1b				
	c	Fundraising events 1c				
	d	Related organizations . . . 1d				
	e	Government grants (contributions) 1e				
	f	All other contributions, gifts, grants, and similar amounts not included above 1f 231,079				
	g	Noncash contributions included in lines 1a-1f $				
	h	**Total.** Add lines 1a-1f . . . . . ▶	231,079			
Program Service Revenue		Business Code				
	2a	PROGRAM SERVICE FEES 531390	227,052			
	b					
	c					
	d					
	e					
	f	All other program service revenue				
	g	**Total.** Add lines 2a-2f . . . . . ▶	227,052			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts) . . . . . ▶	3,333			
	4	Income from investment of tax-exempt bond proceeds . . ▶				
	5	Royalties . . . . . ▶				
		(i) Real / (ii) Personal				
	6a	Gross rents 974,583				
	b	Less rental expenses 668,348				
	c	Rental income or (loss) 306,235				
	d	Net rental income or (loss) . . . . . ▶	306,235	306,235		
		(i) Securities / (ii) Other				
	7a	Gross amount from sales of assets other than inventory 462,679				
	b	Less cost or other basis and sales expenses 337,484				
	c	Gain or (loss) 125,195				
	d	Net gain or (loss) . . . . . ▶	125,195	125,195		
	8a	Gross income from fundraising events (not including $ _____ of contributions reported on line 1c) See Part IV, line 18 . . a				
	b	Less direct expenses . . . b				
	c	Net income or (loss) from fundraising events . . ▶				
	9a	Gross income from gaming activities See Part IV, line 19 . . . a				
	b	Less direct expenses . . . b				
	c	Net income or (loss) from gaming activities . . . ▶				
	10a	Gross sales of inventory, less returns and allowances . a				
	b	Less cost of goods sold . . b				
	c	Net income or (loss) from sales of inventory . . ▶				
		Miscellaneous Revenue / Business Code				
	11a					
	b					
	c					
	d	All other revenue				
	e	**Total.** Add lines 11a-11d . . . . . ▶				
	12	**Total revenue.** See Instructions . . . . . ▶	892,894	661,815		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	93,874	84,487	9,387	0
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	283,198	254,878	28,320	0
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	26,378	23,740	2,638	0
11 Fees for services (non-employees)				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	43,808	39,427	4,381	0
17 Travel	4,881	4,393	488	0
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	9,826	8,843	983	0
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	392,060	352,854	39,206	0
23 Insurance	15,754	14,179	1,575	0
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a ADVERTISING & MARKETING	607	546	61	0
b LICENSES & FEES	2,110	1,899	211	0
c EQUIPMENT RENTAL	1,401	1,261	140	0
d OFFICE EXPENSES	26,232	17,327	8,905	0
e All other expenses	10,561	9,505	1,056	0
25 **Total functional expenses.** Add lines 1 through 24e	910,690	813,339	97,351	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash–non-interest-bearing		1,128,309	1	1,208,756
	2	Savings and temporary cash investments			2	
	3	Pledges and grants receivable, net		106,099	3	
	4	Accounts receivable, net		2,895	4	5,844
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees Complete Part II of Schedule L			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) Complete Part II of Schedule L			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		147,245	9	130,399
	10a	Land, buildings, and equipment cost or other basis Complete Part VI of Schedule D	10a 14,021,059			
	b	Less accumulated depreciation	10b 1,687,355	12,923,074	10c	12,333,704
	11	Investments—publicly traded securities			11	
	12	Investments—other securities See Part IV, line 11			12	
	13	Investments—program-related See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets See Part IV, line 11		202,482	15	2,340,685
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)		14,510,104	16	16,019,388
Liabilities	17	Accounts payable and accrued expenses		94,442	17	84,150
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability Complete Part IV of Schedule D			21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons Complete Part II of Schedule L			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties		1,279,524	24	2,841,666
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24) Complete Part X of Schedule D		106,736	25	81,966
	26	**Total liabilities.** Add lines 17 through 25		1,480,702	26	3,007,782
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☑ and complete lines 27 through 29, and lines 33 and 34.**				
	27	Unrestricted net assets		13,029,402	27	13,011,606
	28	Temporarily restricted net assets			28	
	29	Permanently restricted net assets			29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds			30	
	31	Paid-in or capital surplus, or land, building or equipment fund			31	
	32	Retained earnings, endowment, accumulated income, or other funds			32	
	33	Total net assets or fund balances		13,029,402	33	13,011,606
	34	Total liabilities and net assets/fund balances		14,510,104	34	16,019,388

Part XI Reconcilliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	892,894
2	Total expenses (must equal Part IX, column (A), line 25)	2	910,690
3	Revenue less expenses Subtract line 2 from line 1	3	-17,796
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	13,029,402
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	13,011,606

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990 ☐ Cash ☑ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		No
	If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	Yes	
	If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both ☑ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes," to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	Yes	
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	Yes	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b	Yes	

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SCHEDULE A (Form 990 or 990EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Information about Schedule A (Form 990 or 990-EZ) and its instructions is at** *www.irs.gov/form990*.

OMB No 1545-0047

2015

Open to Public Inspection

Name of the organization
NEIGHBORHOOD RENAISSANCE INC

Employer identification number
65-0352279

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 11, check only one box)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ))

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☑ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi)** (Complete Part II)

9 ☐ An organization that normally receives (1) more than 331/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 331/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See **section 509(a)(2).** (Complete Part III)

10 ☐ An organization organized and operated exclusively to test for public safety See **section 509(a)(4).**

☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2) See **section 509(a)(3).** Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s) **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions) **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions) **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization

f Enter the number of supported organizations . . . . . _____

g Provide the following information about the supported organization(s)

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

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Schedule A (Form 990 or 990-EZ) 2015

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)** (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any unusual grants)	8,090,153	5,266,896	689,691	460,659	296,085	14,803,484
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	8,090,153	5,266,896	689,691	460,659	296,085	14,803,484
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						14,803,484

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
7 Amounts from line 4	8,090,153	5,266,896	689,691	460,659	296,085	14,803,484
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	169,625	1,635,230	905,011	945,258	977,919	4,633,043
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						
11 **Total support.** Add lines 7 through 10						19,436,527

12 Gross receipts from related activities, etc (see instructions) **12**

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ▶ ☐

Section C. Computation of Public Support Percentage

14	Public support percentage for 2015 (line 6, column (f) divided by line 11, column (f))	**14**	76 160 %
15	Public support percentage for 2014 Schedule A, Part II, line 14	**15**	81 410 %

16a **33 1/3% support test—2015.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☑

b **33 1/3% support test—2014.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10%-facts-and-circumstances test—2015.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization ▶ ☐

b **10%-facts-and-circumstances test—2014.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)
(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a)2011	(b)2012	(c)2013	(d)2014	(e)2015	(f)Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants ")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6)						0

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a)2011	(b)2012	(c)2013	(d)2014	(e)2015	(f)Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						
13 **Total support.** (Add lines 9, 10c, 11, and 12)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2015 (line 8, column (f) divided by line 13, column (f))	15	0 %
16	Public support percentage from 2014 Schedule A, Part III, line 15	16	

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2015** (line 10c, column (f) divided by line 13, column (f))	17	0 %
18	Investment income percentage from **2014** Schedule A, Part III, line 17	18	

19a **33 1/3% support tests—2015.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests—2014.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 11 of Part I If you checked 11a of Part I, complete Sections A and B If you checked 11b of Part I, complete Sections A and C If you checked 11c of Part I, complete Sections A, D, and E If you checked 11d of Part I, complete Sections A and D, and complete Part V)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated If designated by class or purpose, describe the designation If historic and continuing relationship, explain*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2)*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable) Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document)*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations, (b) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990)*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part II of Schedule L (Form 990)*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509 (a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer b below*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings)*	10b		
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b	A family member of a person described in (a) above?	11b		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI*	11c		

Part IV Supporting Organizations (continued)

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year **(see instructions)**

- **a** ☐ The organization satisfied the Activities Test. Complete **line 2** below.
- **b** ☐ The organization is the parent of each of its supported organizations. Complete **line 3** below.
- **c** ☐ The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

			Yes	No
2	Activities Test. **Answer (a) and (b) below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. **Answer (a) and (b) below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in Part VI.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov 20, 1970 **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E ☐

Section A - Adjusted Net Income

			(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6 and 7 from line 4)	8		

Section B - Minimum Asset Amount

			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year)	1		
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors (explain in detail in Part VI) _____			
2	Acquisition indebtedness applicable to non-exempt use assets	2		
3	Subtract line 2 from line 1d	3		
4	Cash deemed held for exempt use Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 035	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount

				Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2	Enter 85% of line 1	2		
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4	Enter greater of line 2 or line 3	4		
5	Income tax imposed in prior year	5		
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		

7 Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions) ☐

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI) See instructions	
7 **Total annual distributions.** Add lines 1 through 6	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI) See instructions	
9 Distributable amount for 2015 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2015	(iii) Distributable Amount for 2015
1 Distributable amount for 2015 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2015 (reasonable cause required--see instructions)			
3 Excess distributions carryover, if any, to 2015			
a			
b			
c			
d From 2013.			
e From 2014.			
f **Total** of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2015 distributable amount			
i Carryover from 2010 not applied (see instructions)			
j Remainder Subtract lines 3g, 3h, and 3i from 3f			
4 Distributions for 2015 from Section D, line 7 $			
a Applied to underdistributions of prior years			
b Applied to 2015 distributable amount			
c Remainder Subtract lines 4a and 4b from 4			
5 Remaining underdistributions for years prior to 2015, if any Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions)			
6 Remaining underdistributions for 2015 Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions)			
7 **Excess distributions carryover to 2016.** Add lines 3j and 4c			
8 Breakdown of line 7			
a			
b Excess from 2013.			
c			
d From 2014.			
e From 2015.			

Part VI **Supplemental Information.**

Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions).

Facts And Circumstances Test

Return Reference	Explanation

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes," on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No 1545-0047

2015

Open to Public Inspection

Name of the organization
NEIGHBORHOOD RENAISSANCE INC

Employer identification number
65-0352279

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply)

☐ Preservation of land for public use (e g , recreation or education)
☐ Preservation of an historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year

		Held at the End of the Year
a	Total number of conservation easements	2a
b	Total acreage restricted by conservation easements	2b
c	Number of conservation easements on a certified historic structure included in (a)	2c
d	Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year
▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year
▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items

a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply)

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII

5 During the year, did the organization solicit or receive donations of art, historical treasures or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

		Amount
b	If "Yes," explain the arrangement in Part XIII and complete the following table	
c	Beginning balance	1c
d	Additions during the year	1d
e	Distributions during the year	1e
f	Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII Check here if the explanation has been provided in Part XIII . . . . . ☐

Part V Endowment Funds. Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

		(a)Current year	(b)Prior year	(c)Two years back	(d)Three years back	(e)Four years back
1a	Beginning of year balance					
b	Contributions					
c	Net investment earnings, gains, and losses					
d	Grants or scholarships					
e	Other expenditures for facilities and programs					
f	Administrative expenses					
g	End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as

a Board designated or quasi-endowment ▶
b Permanent endowment ▶
c Temporarily restricted endowment ▶
The percentages on lines 2a, 2b, and 2c should equal 100%

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11a.See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	736,863			736,863
b Buildings	13,231,063		1,638,019	11,593,044
c Leasehold improvements				
d Equipment	44,381		40,994	3,387
e Other	8,752		8,342	410
Total. Add lines 1a through 1e *(Column (d) must equal Form 990, Part X, column (B), line 10(c).)* ▶				12,333,704

Part VII **Investments—Other Securities.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
Total. *(Column (b) must equal Form 990, Part X, col (B) line 12)* ▶		

Part VIII **Investments—Program Related.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation Cost or end-of-year market value
Total. *(Column (b) must equal Form 990, Part X, col (B) line 13)* ▶		

Part IX **Other Assets.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d See Form 990, Part X, line 15

(a) Description	(b) Book value
(1) PROPERTY UNDER DEVELOPMENT	2,332,512
(2) DEPOSITS	8,173
Total. *(Column (b) must equal Form 990, Part X, col (B) line 15)* ▶	2,340,685

Part X **Other Liabilities.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
Federal income taxes	
SECURITY DEPOSITS	81,966
DEFERRED GRANT REVENUE	
Total. *(Column (b) must equal Form 990, Part X, col (B) line 25)* ▶	81,966

2. Liability for uncertain tax positions In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740) Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line **1**				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue Add lines **3** and **4c.**(This must equal Form 990, Part I, line 12)			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line **1:**				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses Add lines **3** and **4c.** (This must equal Form 990, Part I, line 18)			5	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9, Part III, lines 1a and 4, Part IV, lines 1b and 2b, Part V, line 4, Part X, line 2, Part XI, lines 2d and 4b, and Part XII, lines 2d and 4b Also complete this part to provide any additional information

Return Reference	Explanation

Part XIII Supplemental Information *(continued)*

Return Reference	Explanation

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SCHEDULE O (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No 1545-0047

2015

Open to Public Inspection

Name of the organization
NEIGHBORHOOD RENAISSANCE INC

Employer identification number
65-0352279

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 7a	The organization has members elect the board of directors
Pt VI, Line 11b	The board engages the audit, reviews it, accepts it and then reviews the 990 at the same time After review either the President or Treasurer sign the 990

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 12c	Members are required to sign a conflict of interest statement after being elected
Pt VI, Line 15a	Compensation is determined based on an annual review by the board and executive committee

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 19	The governing documents, conflict of interest policy and financial statements are available upon request
Pt VI, Line 15b	Overall salaries are budgeted and allocated to various employees

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990, Part IX, Line 24e	PROFESSIONAL FEES 9128 8215 913 0
Form 990, Part IX, Line 24e	TELEPHONE 1433 1290 143 0

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Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public
▶ Information about Form 990 and its instructions is at www.IRS.gov/form990

OMB No 1545-0047

2014

Open to Public Inspection

A For the 2014 calendar year, or tax year beginning 10-01-2014 , and ending 09-30-2015

B Check if applicable
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
NEIGHBORHOOD RENAISSANCE INC

Doing business as

Number and street (or P O box if mail is not delivered to street address) | Room/suite
510-24 STREET

City or town, state or province, country, and ZIP or foreign postal code
WEST PALM BEACH, FL 33407

D Employer identification number
65-0352279

E Telephone number
(561) 832-6776

G Gross receipts $ 1,757,122

F Name and address of principal officer
CARL A FLICK
221 34TH STREET
WEST PALM BEACH, FL 33486

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation 1992

M State of legal domicile FL

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities
COMMUNITY DEVELOPMENT

2 Check this box ▶☐ if the organization discontinued its operations or disposed of more than 25% of its net assets

3	Number of voting members of the governing body (Part VI, line 1a)	3	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5	Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	6
6	Total number of volunteers (estimate if necessary)	6	7
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 34	7b	

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	589,691	460,659
9	Program service revenue (Part VIII, line 2g)	255,103	230,747
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	467	123,623
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	403,156	73,590
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,248,417	888,619

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	404,893	404,955
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) ▶0		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	635,935	518,931
18	Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	1,040,828	923,886
19	Revenue less expenses Subtract line 18 from line 12	207,589	-35,267

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	15,174,780	14,510,104
21	Total liabilities (Part X, line 26)	2,044,931	1,480,702
22	Net assets or fund balances Subtract line 21 from line 20	13,129,849	13,029,402

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here

****** 2016-02-02
Signature of officer Date

CARL FLICK PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
RICHARD L KARPELES	RICHARD L KARPELES	2016-04-04		

Firm's name ▶ FRIEDMAN FELDMESSER & KARPELES CPA LLC
Firm's EIN ▶
Firm's address ▶ 641 UNIVERSITY BLVD STE 210
JUPITER, FL 33458
Phone no (561) 622-9990

May the IRS discuss this return with the preparer shown above? (see instructions) ☑ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission

COMMUNITY DEVELOPMENT

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☑ No

If "Yes," describe these new services on Schedule O

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☑ No

If "Yes," describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4a (Code) (Expenses $ 815,749 including grants of $) (Revenue $ 460,659)

THE ENTITY EXPENDS FUNDS RECEIVED FROM GRANTS AND CONTRIBUTIONS TO INDIVIDUALS & BUSINESSES THAT CONTRIBUTE TO A COMMUNITY DEVELOPMENT OF COMMERCIAL AND RESIDENTIAL PROPERTY

4b (Code) (Expenses $ including grants of $) (Revenue $)

4c (Code) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe in Schedule O)

(Expenses $ including grants of $) (Revenue $)

4e **Total program service expenses** ▶ 815,749

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	Yes	
2	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2		No
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		No
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		No
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		No
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		No
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		No
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		No
9	Did the organization report an amount in Part X, line 21 for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		No
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		No
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI.*	11a	Yes	
b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		No
c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		No
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	Yes	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	Yes	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		No
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	Yes	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		No
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		No
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		No
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		No
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		No
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		No
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* (see instructions)	17		No
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		No
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		No
	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		

Part IV Checklist of Required Schedules *(continued)*

21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		No
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		No
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		No
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		No
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		No
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26		No
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		No
	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions)			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		No
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		No
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		No
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		No
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		No
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		No
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		No
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301 7701-2 and 301 7701-3? *If "Yes," complete Schedule R, Part I*	33		No
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		No
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		No
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		No
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		No
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	Yes	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V . . . . . ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096 Enter -0- if not applicable . .	1a	0		
b	Enter the number of Forms W-2G included in line 1a Enter -0- if not applicable	1b	0		
	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c	Yes	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	6		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? **Note.** If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		2b	Yes	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year? . . .		3a		No
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O* . . .		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		No
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR)				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . .		5a		No
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		No
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . .		6a		No
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		No
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		No
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		No
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . .		7f		No
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		No
9a	Did the sponsoring organization make any taxable distributions under section 4966? . . .		9a		No
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . .		9b		No
10	**Section 501(c)(7) organizations.** Enter				
a	Initiation fees and capital contributions included on Part VIII, line 12 . . .	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
	Is the organization licensed to issue qualified health plans in more than one state? **Note.** See the instructions for additional information the organization must report on Schedule O		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		No
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O* . .		14b		

Part VI **Governance, Management, and Disclosure** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI . . . . . ☑

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	10		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O				
b	Enter the number of voting members included in line 1a, above, who are independent	1b	10		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		2		No
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?		3		No
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		4		No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		5		No
6	Did the organization have members or stockholders?		6		No
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		7a	Yes	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		7b		No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following				
a	The governing body?		8a	Yes	
b	Each committee with authority to act on behalf of the governing body?		8b	Yes	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*		9		No

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
	Did the organization have local chapters, branches, or affiliates?	10a		No
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	Yes	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	Yes	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	Yes	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	Yes	
13	Did the organization have a written whistleblower policy?	13		No
14	Did the organization have a written document retention and destruction policy?	14	Yes	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	Yes	
b	Other officers or key employees of the organization	15b	Yes	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions)			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	Yes	
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	Yes	

Section C. Disclosure

17 List the States with which a copy of this Form 990 is required to be filed ▶FL

18 Section 6104 requires an organization to make its Form 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☑ Upon request ☐ Other (explain in Schedule O)

Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶TERRI MURRAY
510-24TH STREET SUITE A
WEST PALM BEACH,FL 33407 (561)832-6776

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed Report compensation for the calendar year ending with or within the organization's tax year

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation Enter -0- in columns (D), (E), and (F) if no compensation was paid
- List all of the organization's **current** key employees, if any See instructions for definition of "key employee "
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations
- List all of the organization's **former** officers, key employees, or highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations

List persons in the following order individual trustees or directors, institutional trustees, officers, key employees, highest compensated employees, and former such persons

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W- 2/1099-MISC)	(E) Reportable compensation from related organizations (W- 2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JULIE HYATT VICE PRESIDENT	2 00	X						0	0	0
(2) SANDRA CORRIGAN DIRECTOR	2 00	X						0	0	0
(3) LYNN SOLOMON DIRECTOR	2 00	X						0	0	0
(4) LOVETTA HARMON DIRECTOR	2 00	X						0	0	0
(5) JEAN BAYOL DIRECTOR	2 00	X						0	0	0
(6) CARL A FLICK PRESIDENT	2 00		X					0	0	0
(7) BETTE ANNE STARKEY SECRETARY	2 00		X					0	0	0
(8) JOEY EICHNER TREASURER	2 00		X					0	0	0
(9) ROMIN CURRIER DIRECTOR	2 00	X	X					0	0	0
(10) TERRI MURRAY EXECUTIVE DIRECTOR	40 00				X			86,520	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee	Officer	Key employee	Highest compensated employee	Former			

1b	**Sub-Total** ▶			
c	**Total from continuation sheets to Part VII, Section A** ▶			
d	**Total (add lines 1b and 1c)** ▶	86,520		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶

			Yes	No
3	Did the organization list any **former** officer, director or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		No
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		No
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		No

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization Report compensation for the calendar year ending with or within the organization's tax year

(A) Name and business address	(B) Description of services	(C) Compensation

Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns . . 1a				
	b	Membership dues 1b				
	c	Fundraising events 1c				
	d	Related organizations . . . 1d				
	e	Government grants (contributions) 1e				
	f	All other contributions, gifts, grants, and similar amounts not included above 1f 460,659				
	g	Noncash contributions included in lines 1a-1f $				
	h	**Total.** Add lines 1a-1f . . . . . ▶	460,659			
Program Service Revenue		Business Code				
	2a	PROGRAM SERVICE FEES 531390	230,747			
	b					
	c					
	d					
	e					
	f	All other program service revenue				
	g	**Total.** Add lines 2a–2f . . . . . ▶	230,747			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts) . . . . . ▶	3,165			
	4	Income from investment of tax-exempt bond proceeds . . ▶				
	5	Royalties . . . . . ▶				
		(i) Real / (ii) Personal				
	6a	Gross rents: 942,093				
	b	Less rental expenses: 868,503				
	c	Rental income or (loss): 73,590				
	d	Net rental income or (loss) . . . . . ▶	73,590	73,590		
		(i) Securities / (ii) Other				
	7a	Gross amount from sales of assets other than inventory: 120,458				
	b	Less cost or other basis and sales expenses:				
	c	Gain or (loss): 120,458				
	d	Net gain or (loss) . . . . . ▶	120,458	120,458		
	8a	Gross income from fundraising events (not including $ _____ of contributions reported on line 1c) See Part IV, line 18 . . a				
	b	Less direct expenses . . . b				
	c	Net income or (loss) from fundraising events . . ▶				
	9a	Gross income from gaming activities See Part IV, line 19 . . . a				
	b	Less direct expenses . . . b				
	c	Net income or (loss) from gaming activities . . ▶				
	10a	Gross sales of inventory, less returns and allowances . a				
	b	Less cost of goods sold . . b				
	c	Net income or (loss) from sales of inventory . . ▶				
		Miscellaneous Revenue / Business Code				
	11a					
	b					
	c					
	d	All other revenue				
	e	**Total.** Add lines 11a–11d . . . . . ▶				
	12	**Total revenue.** See Instructions . . . . . ▶	888,619	427,960		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns All other organizations must complete column (A)

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments See Part IV, line 21				
2 Grants and other assistance to domestic individuals See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	86,520	77,868	8,652	0
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	291,411	262,270	29,141	0
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	27,024	24,322	2,702	0
11 Fees for services (non-employees)				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services See Part IV, line 17				
Investment management fees				
g Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	38,090	34,281	3,809	0
17 Travel	7,943	7,149	794	0
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	10,089	9,080	1,009	0
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	401,287	361,158	40,129	0
23 Insurance	12,266	11,039	1,227	0
24 Other expenses Itemize expenses not covered above (List miscellaneous expenses in line 24e If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O)				
a ADVERTISING & MARKETING	889	800	89	0
b LICENSES & FEES	1,841	1,657	184	0
c EQUIPMENT RENTAL	384	346	38	0
d OFFICE EXPENSES	24,847	22,362	2,485	0
e All other expenses	21,295	3,417	17,878	0
25 **Total functional expenses.** Add lines 1 through 24e	923,886	815,749	108,137	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing		1,122,058	1	1,128,309
	2	Savings and temporary cash investments			2	
	3	Pledges and grants receivable, net			3	106,099
	4	Accounts receivable, net		14,164	4	2,895
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees Complete Part II of Schedule L			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) Complete Part II of Schedule L			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		126,877	9	147,245
	10a	Land, buildings, and equipment cost or other basis Complete Part VI of Schedule D	10a 14,313,554			
	b	Less accumulated depreciation	10b 1,390,480	13,326,127	10c	12,923,074
	11	Investments—publicly traded securities			11	
	12	Investments—other securities See Part IV, line 11			12	
	13	Investments—program-related See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets See Part IV, line 11		585,554	15	202,482
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)		15,174,780	16	14,510,104
Liabilities	17	Accounts payable and accrued expenses		87,586	17	94,442
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability Complete Part IV of Schedule D			21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons Complete Part II of Schedule L			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties		1,450,951	24	1,279,524
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24) Complete Part X of Schedule D		506,394	25	106,736
	26	**Total liabilities.** Add lines 17 through 25		2,044,931	26	1,480,702
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☑ and complete lines 27 through 29, and lines 33 and 34.**				
	27	Unrestricted net assets		13,129,849	27	13,029,402
	28	Temporarily restricted net assets			28	
	29	Permanently restricted net assets			29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds			30	
	31	Paid-in or capital surplus, or land, building or equipment fund			31	
	32	Retained earnings, endowment, accumulated income, or other funds			32	
	33	Total net assets or fund balances		13,129,849	33	13,029,402
	34	Total liabilities and net assets/fund balances		15,174,780	34	14,510,104

Part XI Reconcilliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	888,619
2	Total expenses (must equal Part IX, column (A), line 25)	2	923,886
3	Revenue less expenses Subtract line 2 from line 1	3	-35,267
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	13,129,849
5	Net unrealized gains (losses) on investments	5	-65,180
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	13,029,402

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990 ☐ Cash ☑ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		No
	If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	Yes	
	If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both ☑ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes," to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	Yes	
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	Yes	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b	Yes	

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SCHEDULE A (Form 990 or 990EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Information about Schedule A (Form 990 or 990-EZ) and its instructions is at** *www.irs.gov/form990*.

OMB No 1545-0047

2014

Open to Public Inspection

Name of the organization
NEIGHBORHOOD RENAISSANCE INC

Employer identification number
65-0352279

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 11, check only one box)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☑ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi)** (Complete Part II)

9 ☐ An organization that normally receives (1) more than 331/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 331/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See **section 509(a)(2).** (Complete Part III)

10 ☐ An organization organized and operated exclusively to test for public safety See **section 509(a)(4).**

11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2) See **section 509(a)(3).** Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s) **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions) **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions) **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization

f Enter the number of supported organizations . . . . . _____

g Provide the following information about the supported organization(s)

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)** (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants ")	2,127,514	8,090,153	5,266,896	689,691	460,659	16,634,913
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	2,127,514	8,090,153	5,266,896	689,691	460,659	16,634,913
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						16,634,913

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
7 Amounts from line 4	2,127,514	8,090,153	5,266,896	689,691	460,659	16,634,913
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	144,046	169,625	1,635,230	905,011	945,258	3,799,170
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						
11 **Total support** Add lines 7 through 10						20,434,083

12 Gross receipts from related activities, etc (see instructions) **12**

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ▶☐

Section C. Computation of Public Support Percentage

14	Public support percentage for 2014 (line 6, column (f) divided by line 11, column (f))	**14**	81 410 %
15	Public support percentage for 2013 Schedule A, Part II, line 14	**15**	89 050 %

16a **33 1/3% support test—2014.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶☑

b **33 1/3% support test—2013.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶☐

17a **10%-facts-and-circumstances test—2014.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization ▶☐

b **10%-facts-and-circumstances test—2013.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization ▶☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶☐

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**
(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

ction A. Public Support

ndar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants ")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support** (Subtract line 7c from line 6)						0

ction B. Total Support

ndar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income Do not include gain or loss from the sale of capital assets (Explain in Part VI)						
13 **Total support.** (Add lines 9, 10c, 11, and 12)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f))	15	0 %
16	Public support percentage from 2013 Schedule A, Part III, line 15	16	

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2014** (line 10c, column (f) divided by line 13, column (f))	17	0 %
18	Investment income percentage from **2013** Schedule A, Part III, line 17	18	

19a **33 1/3% support tests—2014.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶☐

b **33 1/3% support tests—2013.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 11 of Part I If you checked 11a of Part I, complete Sections A and B If you checked 11b of Part I, complete Sections A and C If you checked 11c of Part I, complete Sections A, D, and E If you checked 11d of Part I, complete Sections A and D, and complete Part V)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations. . . .*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations, (b) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part II of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509 (a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings).*	10b		
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
	A family member of a person described in (a) above?	11b		
	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI.*	11c		

Part IV Supporting Organizations (continued)

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year **(see instructions)**

- **a** ☐ The organization satisfied the Activities Test Complete **line 2** below
- **b** ☐ The organization is the parent of each of its supported organizations Complete **line 3** below
- **c** ☐ The organization supported a governmental entity Describe in Part VI how you supported a government entity (see instructions)

		Yes	No
2	Activities Test **Answer (a) and (b) below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations **Answer (a) and (b) below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in Part VI.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	3b		

Part V – Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov 20, 1970 **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E

Section A - Adjusted Net Income

			(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6 and 7 from line 4)	8		

Section B - Minimum Asset Amount

			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year)	1		
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors (explain in detail in Part VI) _____			
2	Acquisition indebtedness applicable to non-exempt use assets	2		
3	Subtract line 2 from line 1d	3		
4	Cash deemed held for exempt use Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 035	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount

				Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2	Enter 85% of line 1	2		
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4	Enter greater of line 2 or line 3	4		
5	Income tax imposed in prior year	5		
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		
7	☐ Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions)			

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI) See instructions	
7 **Total annual distributions.** Add lines 1 through 6	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI) See instructions	
9 Distributable amount for 2014 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1 Distributable amount for 2014 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2014 (reasonable cause required--see instructions)			
3 Excess distributions carryover, if any, to 2014			
a From 2009.			
b From 2010.			
c From 2011.			
d From 2012.			
e From 2013.			
f **Total** of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2014 distributable amount			
i Carryover from 2009 not applied (see instructions)			
j Remainder Subtract lines 3g, 3h, and 3i from 3f			
4 Distributions for 2014 from Section D, line 7 $			
a Applied to underdistributions of prior years			
b Applied to 2014 distributable amount			
c Remainder Subtract lines 4a and 4b from 4			
5 Remaining underdistributions for years prior to 2014, if any Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions)			
6 Remaining underdistributions for 2014 Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions)			
7 **Excess distributions carryover to 2015.** Add lines 3j and 4c			
8 Breakdown of line 7			
a From 2010.			
b From 2011.			
c From 2012.			
d From 2013.			
e From 2014.			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions).

Facts And Circumstances Test

Return Reference	Explanation

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No 1545-0047

2014

Open to Public Inspection

Name of the organization
NEIGHBORHOOD RENAISSANCE INC

Employer identification number
65-0352279

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply)
- ☐ Preservation of land for public use (e g , recreation or education)
- ☐ Protection of natural habitat
- ☐ Preservation of open space
- ☐ Preservation of an historically important land area
- ☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year

		Held at the End of the Year
a	Total number of conservation easements	2a
b	Total acreage restricted by conservation easements	2b
c	Number of conservation easements on a certified historic structure included in (a)	2c
d	Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items

(i) Revenue included in Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items

a Revenue included in Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply)

- a ☐ Public exhibition
- b ☐ Scholarly research
- c ☐ Preservation for future generations
- d ☐ Loan or exchange programs
- e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII

5 During the year, did the organization solicit or receive donations of art, historical treasures or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII Check here if the explanation has been provided in Part XIII . . . . . ☐

Part V Endowment Funds. Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a)Current year	(b)Prior year	(c)Two years back	(d)Three years back	(e)Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as

- a Board designated or quasi-endowment ▶
- b Permanent endowment ▶
- c Temporarily restricted endowment ▶

The percentages in lines 2a, 2b, and 2c should equal 100%

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds

Part VI Land, Buildings, and Equipment. Complete if the organization answered 'Yes' to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b)Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	736,863			736,863
b Buildings	13,523,558		1,344,086	12,179,472
c Leasehold improvements				
d Equipment	44,381		38,052	6,329
e Other	8,752		8,342	410
Total. Add lines 1a through 1e *(Column (d) must equal Form 990, Part X, column (B), line 10(c).)* ▶				12,923,074

Part VII Investments—Other Securities. Complete if the organization answered 'Yes' to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
Other		
Total. *(Column (b) must equal Form 990, Part X, col (B) line 12.)* ▶		

Part VIII Investments—Program Related. Complete if the organization answered 'Yes' to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation Cost or end-of-year market value
Total. *(Column (b) must equal Form 990, Part X, col (B) line 13.)* ▶		

Part IX Other Assets. Complete if the organization answered 'Yes' to Form 990, Part IV, line 11d See Form 990, Part X, line 15

(a) Description	(b) Book value
(1) PROPERTY UNDER DEVELOPMENT	195,736
(2) DEPOSITS	6,746
(3) SUSTAINABILITY PROPERTY MANAGEMENT	
Total. *(Column (b) must equal Form 990, Part X, col.(B) line 15.)* . . . . . ▶	202,482

Part X Other Liabilities. Complete if the organization answered 'Yes' to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1 (a) Description of liability	(b) Book value
Federal income taxes	
DUE TO INVESTOR	
SECURITY DEPOSITS	86,509
DEFERRED GRANT REVENUE	20,227
Total. *(Column (b) must equal Form 990, Part X, col (B) line 25.)* ▶	106,736

2. Liability for uncertain tax positions In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740) Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return Complete if the organization answered 'Yes' to Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	888,619
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	888,619
4	Amounts included on Form 990, Part VIII, line 12, but not on line **1**				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue Add lines **3** and **4c.** (This must equal Form 990, Part I, line 12)			5	888,619

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return. Complete if the organization answered 'Yes' to Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	923,886
2	Amounts included on line 1 but not on Form 990, Part IX, line 25				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	923,886
4	Amounts included on Form 990, Part IX, line 25, but not on line **1:**				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses Add lines **3** and **4c.** (This must equal Form 990, Part I, line 18)			5	923,886

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9, Part III, lines 1a and 4, Part IV, lines 1b and 2b, Part V, line 4, Part X, line 2, Part XI, lines 2d and 4b, and Part XII, lines 2d and 4b Also complete this part to provide any additional information

Return Reference	Explanation

Part XIII Supplemental Information *(continued)*

Return Reference	Explanation

efile GRA .IC print - DO NOT PROCESS | As Filed Data - | DLN: 93493095001166

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No 1545-0047

2014

Open to Public Inspection

Name of the organization	Employer identification number
NEIGHBORHOOD RENAISSANCE INC	65-0352279

990 Schedule O, Supplemental Information

Return Reference	Explanation
Pt VI, Line 7a	The organization has members elect the board of directors
Pt VI, Line 11b	The board engages the audit, reviews it, accepts it and then reviews the 990 at the same t ime After review either the President or Treasurer sign the 990
Pt VI, Line 12c	Members are required to sign a conflict of interest statement after being elected
Pt VI, Line 15a	Compensation is determined based on an annual review by the board and executive committee
Pt VI, Line 19	The governing documents, conflict of interest policy and financial statements are available upon request
Pt VI, Line 15b	Overall salaries are budgeted and allocated to various employees
Form 990, Part IX, Line 24f	PROFESSIONAL FEES 19686 1969 17717 0 TELEPHONE 1609 1448 161 0

Neighborhood Renaissance, Inc.
Income Statement Projection
October 2017 through September 2018

	Oct '17 - Sep 18
Ordinary Income/Expense	
Income	
41030 · Grants	335,230.58
42000 · Contributions / Sponsorships	20,246.80
44000 · Board Fundraising	5,859.13
45100 · Unrestricted Rent	74,917.30
45105 · Pleasant City Developer Fee	24,821.08
45106 · Ground Lease Rent	2,400.00
46000 · NSP 1 Rent	42,614.00
46002 · Gain on Sale	68,981.24
46100 · Bank Contributions	60,000.00
46101 · NSP 2 - Mngm. Fee	127,635.63
46102 · NSP 1 - Mngm. Fee	9,912.44
46105 · CHDO - Mngm. Fee	3,086.04
46106 · Unrestricted - Mngm. Fee	7,491.37
46107 · Application Fee	100.00
46200 · NSP 2 Rent	562,983.00
46201 · CHDO Rent	13,718.00
Total Income	1,359,996.61
Gross Profit	1,359,996.61
Expense	
51000 · Payroll	325,716.05
51050 · Temporary Labor	35,489.50
51100 · Payroll Taxes	26,465.75
51110 · Employee Benefits	50,042.76
52250 · Fundraising	684.00
52300 · Fees	948.55
53100 · Training/Confs/Meetings	3,953.81
54020 · Storage Rent	643.00
54050 · Insurance	8,256.46
54100 · Office Supplies	1,402.43
54101 · Office Expense	5,155.29
54150 · Postage & Shipping	634.88
54151 · Marketing/ Advertising	1,489.44
54201 · Subscriptions	1,407.20
54250 · Professional Fees	9,609.25
55000 · Telephone	1,574.02
55100 · Project seed fund	6,287.88
55200 · Unrestricted Rental	44,242.48
55500 · Equipment	698.51
55520 · Membership Fees	510.00
60060 · PBCNSP1	27,578.43
60061 · PBCNSP2	399,453.42
60062 · CHDO - Home	9,091.56
60068 · NSP2 Properties	46,479.61

Neighborhood Renaissance, Inc.
Income Statement Projection
October 2017 through September 2018

	Oct '17 - Sep 18
61700 · 504/510 Interest	1,452.97
65600 · Payroll Expenses	5,896.65
66600 · City of WPB Interest	342.06
66700 · VC loan FLCLF	4,599.74
Total Expense	1,020,105.70
Net Ordinary Income	339,890.91
Other Income/Expense	
Other Income	
46202 · Interest Income - NSP2	2,049.26
61500 · Interest Income	3,582.40
Total Other Income	5,631.66
Other Expense	
Total Other Expense	0.00
Net Other Income	5,631.66
Net Income	345,522.57

14. Marketing Plan

Our marketing program begins upon application of building permits. The marketing program includes listing on the Multiple Listing Service of which NR's wholly owned Realtor company, Your Way Home Realty is a member.

- Work with the Boynton Beach Faith based CDC to affirmatively market homes to their buyer pipeline.
- Regional Multiple Listing Service
- Individual posting on national listing websites such as Zillow, Trulia, Realtor.com
- Presentation to local real estate offices, property signs, Neighborhood Renaissance's website and social media
- A dedicated project website will be created to promote this new community its features and amenities, and, the home plans
- Outreach to local housing organizations and homebuyer counseling agencies
- We project executing contracts within 2 months of construction start of the homes.

Target Market and Marketing of the Homes

- We will be targeting households earning <= 120% AMI.

2018 Maximum Income Limits

Household Size	120% AMI
1	$64,680
2	$73,920
3	$83,160
4	$92,280
5	$99,720

Effective 3/30/2018 by HUD (HOME) and subject to change

We regularly participate in the following actives to fill our buyer pipeline:

- Presentations about our services and available homes to potential clients at area Homebuyer Workshops, Neighborhood Associations, Child Care Center Parent Meetings, and Social Service Agency Client and Staff Meetings
- Attendance at several Home Buyer Fairs held each year around the county
- Distribution of property sales brochures in various community gathering places throughout our targeted neighborhoods

- Email to our contacts at bank lending institutions and countywide housing and community development departments
- Email and telephone calls to our existing pipeline of clients and partners for referrals
- Maintenance of detailed log of applicant inquiries and follow up communications
- To additionally ensure that the availability of our homes for sale is widely known, marketing efforts are undertaken on the internet. We regularly post information about our available homes on the following websites:
    - Our websites include www.neighborhoodrenaissance.org and www.yourwayhomerealty.com
    - Multiple Listing Service of the Realtor's Association of the Palm Beaches
    - Trulia, Zillow and Realtor.com
    - We have been very successful finding qualified buyers even before construction begins by listing the homes on the Multiple Listing Service.

Affirmative Fair Housing Marketing Plan

Neighborhood Renaissance, Inc. (NRI) has developed and will continue to implement an Affirmative Marketing and Minority Outreach Plan for the sale and lease of our homes and in the delivery of housing and financial literacy services. The plan outlines actions to be taken to provide information and to attract eligible persons without regard to race, color, national origin, sex, familial status, disability, marital status, age, gender identity or expression, or sexual orientation.

Examples of actions that are taken include the following:

- Presentations at Financial Literacy and First-time Homebuyer Workshops
    - NR housing staff requests presentations at first-time homebuyer workshops sponsored by other nonprofit organizations throughout Palm Beach County including the Urban League of Palm Beach County and Housing Partnership.
- NRI is also a member of the Palm Beach County Community Land Trust Network and participates in joint marketing activities.
- Regular Material Distribution and Attendance at Meetings of Community and Neighborhood Organizations:
    - NRI representatives provide outreach to existing community and neighborhood groups throughout our service area to ensure that the existing residents have an opportunity to purchase/lease our homes and benefit from our services. Our efforts have included outreach to the following entities:

        - Boynton Beach Community Development Corporation
        - County Head Start Programs including Boynton Beach
        - Legal Aid of Palm Beach County
        - Florida Rural Legal Services

- Fair Housing Center of the Palm Beaches
- Community Land Trust of Palm Beach County
- Palm Beach County CLT Network
- Housing Leadership Council of Palm Beach County
- Adopt-a-Family
- The Lord's Place
- Delray Beach Community Land Trust
- Palm Beach County School Board

Requests are also made for the inclusion of postings on City and Redevelopment Agency, and County websites.

In working with the Boynton Beach Faith based CDC to affirmatively market homes to their buyer pipeline, the CDC will provide the following:

- The CDC will identify, educate and counsel prospective homebuyers.
- Conduct homebuyer education and financial literacy classes, to include credit counseling to prospective buyers, ensuring they are "mortgage ready" and connecting them to down payment assistance programs.
- Assist with disseminating information in the community regarding home buying opportunities.
- Verify household income of members and complete income certifications to ensure federal/state program compliance.
- Create a pipeline of "mortgage ready" buyers seeking homeownership opportunities.
- Facilitate the mortgage application and approval process of perspective homebuyers. Provide guidance and support when needed to buyers desirous of homeownership.
- Facilitate the sale of homes as they become available and ready for sale.
- Source subsidy financing, conduct research on available public funding and complete applications, as well as advocate for same.

15. Acknowledgement Letter

Please see the executed acknowledgement letter behind this page.

ATTACHMENT "D"

ACKNOWLEDGMENT LETTER

PROPOSERS SHALL INCORPORATE THIS ACKNOWLEDGEMENT LETTER IN THEIR SUBMITTAL PACKAGE

****

Re: Boynton Beach Community Redevelopment Agency
Cottage District Infill Housing Redevelopment Project, Request for Proposal/Request for Qualifications (RFP/RFQ) dated May 14, 2018

To Whom It May Concern:

The undersigned has read the Boynton Beach CRA (BBCRA) Request for Proposal/Request for Qualifications (RFP/RFQ) for the Cottage District Infill Housing Redevelopment Project dated May 14, 2018. On behalf of our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. We have read, rely upon, acknowledge and accept the BBCRA's disclosure and disclaimer, which is fully incorporated by reference into this letter, and certify that all of the requirements as described in the RFP/RFQ are enclosed.

Sincerely,

Neighborhood Renaissance, Inc.
Name of Proposer

Terri Murray, Executive Director
Print Name and Title

Authorized Signature (Must be able to legally bind the Proposer)

7/14/18
Date

16. PowerPoint Presentation

Please see our PowerPoint presentation behind this page.

Neighborhood Renaissance

Diverse Communities – Strong Economies

SUBMITTAL IN RESPONSE TO:

BOYNTON BEACH CRA

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.

Submitted By:
Neighborhood Renaissance, Inc.
510 24th Street, Suite A
West Palm Beach, FL 33407

Desirable Home and Community Features

- Affordable homes priced in the mid-$200,000's fill the need for homes under $300,000
- Old Florida Beach Town design with generous front porches
- Minimal use of street facing garages
- Lush landscaping of the homes and Village Green
- Homes and landscaping will be certified as sustainable, energy efficient and water wise
- Walkable location close to Town Square and Ocean Avenue amenities

Public Benefits

- 39 new owner-occupied households within the Heart of Boynton TOD
- Real estate tax basis increased by $10 million based on projected sales prices
- Economic development by bringing jobs during construction with local hiring of construction workers and sub-contractor goals
- New households with expendable incomes to support local business development
- Blighted vacant lots are redeveloped with new energy efficient residences
- Beautification of the neighborhood with new streetscape with wide sidewalks, curbs and landscaping
- Pocket Park for the neighborhood residents with trees, walkways and seating

Since 1992, Neighborhood Renaissance (**NR**) has expanded its programs, services, and real estate portfolio, while broadening its geographic reach to other communities in need of affordable housing within Palm Beach County. As of 2017, the organization's ***net worth rose to $13,800,000*** since its formation leveraging ***investments of over $30 million*** in the last five years.

Development, planning, construction and financing activities are managed by Terri Murray - Executive Director, Michael Pecar - Director of Real Estate and Carlos Toledo - Development Project Manager with a combined 90 years of experience in all aspects of commercial and residential development. Our executive team over the years has worked in many public-private partnerships.

NR's projects range from construction of 13 new homes in the Westgate-Belvedere Homes CRA to $12 million program to acquire and renovate 76 distressed dwellings throughout Palm Beach County and held for rental to income qualified households.

NR's development activities have occurred mostly in distressed neighborhoods with the goal of strengthening them with pride of home ownership and removing blight. We reinforce continued homeownership and protect investment of public investment of funds with deed restrictions on re-sale, restrictive loans and ground leases to assure the homes do not fall into the ownership of out of area investors.

Terri Murray, Executive Director, joined Neighborhood Renaissance, Inc. in 1999. She is an accomplished community development professional with over 30 years of experience with mixed-income, mixed-use and affordable housing development. She designed, implemented and administered homeownership assistance, housing rehabilitation, new construction, small business assistance, workforce development, and property management programs. She worked effectively in the for-profit, non-profit and local government arenas. Ms. Murray holds a Masters in Urban Affairs in Housing and Community Development from Boston University.

Michael Pecar, Real Estate Development Director, joined Neighborhood Renaissance in 2011 to oversee the construction of the Westgate in-fill home ownership project and the rehabilitation of fifty-three NSP 2 properties. Pecar is also the designated Broker for NR's realty company, Your Way Home Realty, Inc. Over the past 35 years, he has managed the development process for all property types. He has played leading roles in the areas of new project identification, acquisition, government entitlements, financial structuring, site planning, architectural design and total project management. Mr. Pecar is a recognized developer of large-scale commercial centers including Laguna Hills Mall in Laguna Hills, CA and El Paseo de Saratoga in San Jose, CA for world-class development firms such as Simon Development Corporation, The Irvine Company, The O'Connor Group and the Pritzker family. Mr. Pecar has also served as an Investment Manager for private equity firm, New Boston Fund. He has managed development of retail projects in Asia for Trizec-Hahn. He holds a Master of Management degree from the Kellogg Graduate School of Management at Northwestern University.

Carlos Toledo, Development Manager joined Neighborhood Renaissance in 2017. He served in numerous capacities including, Deputy Director of Fordham Bedford Housing Corporation in the New York, Interim President of Carrfour Supportive Housing, Inc., Controller, Real Estate Credit Underwriter, and Vice President of property management organizations. His experience includes various aspects of affordable housing development, financing and management, which includes but is not limited to, financing through use of Low Income Housing Tax Credits, Tax-Exempt bonds, HOME, SAIL, and AHP. He has developed over 2,500 units of affordable housing and managed over 5,000 multifamily units. He has a Bachelor of Science Degree from Herbert H. Lehman College of the City University of New York.

Firm Profile

AW Architects is a full-service firm located in Boca Raton, Florida. Founded in 1976. We provide Award-winning, innovative, and strategic, planning and design solutions that make each project uniquely successful.

The services our firm provides to both public and private clients include: architectural design, planning, interior design, and 3D visualization. Our design excellence has given us the opportunity to work with clients worldwide. Our portfolio of projects includes: government facilities, hospitality, resorts, country clubs, clubhouses, commercial parks, industrial centers, tenant improvements, retail centers, mixed-use centers, residential single and multi-family, student and workforce housing. As members of the United States Green Building Council, we are committed to sustainable design and development. We are LEED® Accredited and currently have over 425,000 square feet of LEED® building projects under construction.

AW architects

STUART & SHELBY DEVELOPMENT- GENERAL CONTRACTORS

Experience

Stuart & Shelby Development is a General Contractor licensed in the State of Florida and incorporated in Florida in 2006. President and owner Chuck Halberg and his staff have over 75 years of experience in residential construction in the South Florida market.

Chuck Halberg has been a Florida State Certified licensed General Contractor since 1986 and personally has been involved in over 2500 single-family homes and over 300 multi-family units.
Stuart & Shelby currently employees 8 full employees, 1 part time employee and 1 contract worker.

Stuart & Shelby's experience includes working for several non-profit and governmental organizations in urban neighborhoods including the Delray Beach Community Land Trust, the Community Land Trust of Palm Beach County, Adopt-a-Family of the Palm Beaches, Inc., the Lake Worth Community Redevelopment Agency, the Hallandale Beach Community Redevelopment Agency, and the Delray Beach Community Redevelopment Agency. Several of the projects included federal funding including NSP2 and HOME funds. Our teams experience with federally funded projects includes NSP2, HOME, CDBG, DRI3, and Section 202.

UNITS BREAKDOWN

UNIT A:	**18 UNITS**
UNIT B:	**7 UNITS**
UNIT C:	**7 UNITS**
UNIT D:	**7 UNITS**

NOTE:
STREET LIGHT TO MATCH EXISTING
ON SEACREST BLVD.

COTTAGE DISTRICT INFILL HOUSING
39 UNITS

OPEN SPACE:
REQ. 200 SF PER UNIT = 7,800 SF
PROV. (EXCL. ROADS= 47,011 SF

COTTAGE DISTRICT
BOYNTON BEACH, FL
PROJECT #18130
07.16.2018

SITE PLAN
SCALE: 1" = 30'-0"

AW architects

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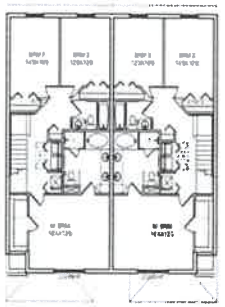
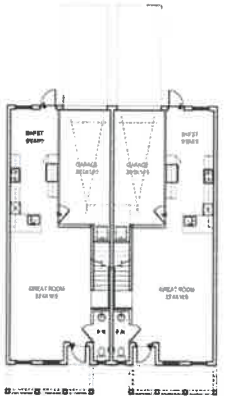
COTTAGE DISTRICT

FRONT ELEVATION
2 UNIT BUILDING



2ND FLOOR PLAN
UNIT A



1ST FLOOR PLAN
UNIT A

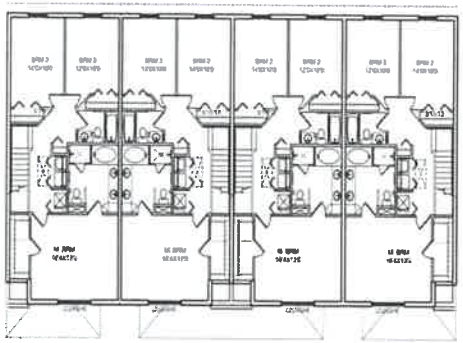
COTTAGE DISTRICT

FRONT ELEVATION
2 UNIT BUILDING

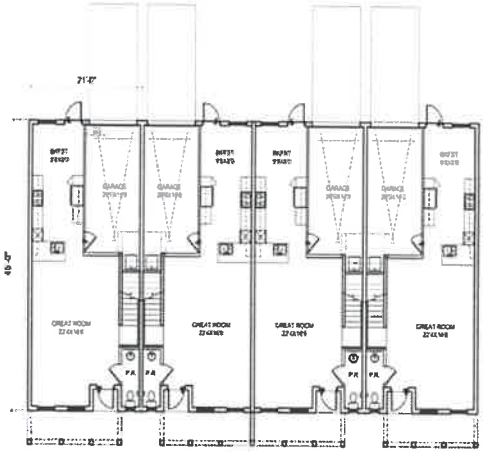
1,595 SF A/C EA. TH
230 SF GARAGE
104 SF COVER'D AREAS

COTTAGE DISTRICT

FRONT ELEVATION
4 UNIT BUILDING



2ND FLOOR PLAN
UNIT A



1ST FLOOR PLAN
UNIT A

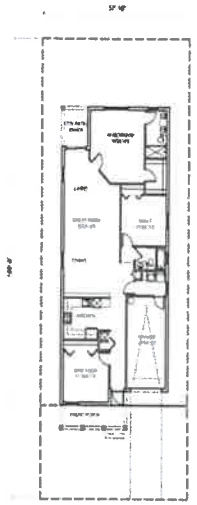
COTTAGE DISTRICT

FRONT ELEVATION
4 UNIT BUILDING

1,595 SF A/C EA. TH
230 SF GARAGE
104 SF COVER'D AREAS

COTTAGE DISTRICT

FRONT ELEVATION
8 UNIT BUILDING



1ST FLOOR PLAN
UNIT B

COTTAGE DISTRICT

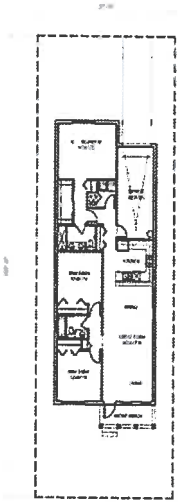
FRONT ELEVATION
8 UNIT BUILDING

1,493 SF A/C
221 SF GARAGE
157 SF COVER'D AREAS

COTTAGE DISTRICT

FRONT ELEVATION
C UNIT BUILDING
DETACHED REAR LOADED GARAGE - OPT. 1

AW architects



1ST FLOOR PLAN
UNIT C

COTTAGE DISTRICT

FRONT ELEVATION
C UNIT BUILDING

1,454 SF A/C
221 SF GARAGE
76 SF COVER'D AREAS

AW architects

COTTAGE DISTRICT

FRONT ELEVATION
C UNIT BUILDING
DETACHED FRONT LOADED GARAGE - ALT. 2

AW architects

Development Pro forma

Cottage District Infill Housing Redevelopment Project		Total Development Costs	Per Unit
USES			
Land Purchase including closing costs		$ -	$ -
Actual Construction Costs			
A1.3 Total Actual Construction Cost		$ 8,804,208	225,749
Financial Cost			
Total Financial Cost		$ 189,000	$ 4,846
General Development Cost			
Total General Development Cost		$ 1,515,300	$ 38,854
Developer's Fee	11.5%	$ 1,144,416	$ 29,344
Total USES		$ 11,652,924	$ 298,793
SOURCES			
Sales Proceeds-see schedule below		$ 10,249,864	$ 262,817
Utility Capacity waiver		152,100	3,900
Infrastructure Improvement Assistance From CRA		1,250,960	32,076
Total SOURCES		$ 11,652,924	$ 298,793
NET SOURCES AND USES TO DATE		$ 0	

Sales Model	Units	Sq Feet	Sale Price PU	Sales GROSS	Net Proceeds less closing costs and commissions	Per Square Foot
"A" - 3 bedroom 2 bath - TH	18	28,710	$ 261,580	$ 4,708,440	$ 4,483,857	$ 164.00
"B" - 3 bedroom 2 bath - SFH	7	10,451	265,754	1,860,278	1,778,525	178.00
"C" - 3 bedroom 2 bath - SFH	7	10,178	264,628	1,852,396	1,772,779	182.00
"D" - 3 bedroom 2 bath - SFH	7	9,625	261,250	1,828,750	1,753,459	190.00
Gross Sales		58,964		$ 10,249,864	$ 9,788,620	

Product Mix

Type	Layout	Bedrooms	Baths	No. of Units	Unit Size / AC Area	Price psf	Sale Price	Total under air
Townhomes	A	3	2	10	1,595	$ 164	$ 261,580	15,950
Townhomes	A	3	2	8	1,595	164	261,580	12,760
Homes	B	3	2	7	1,493	178	265,754	10,451
Homes	C	3	2	7	1,454	182	264,628	10,178
Homes	D	3	2	7	1,375	190	261,250	9,625
		Total		39	58,964	$ 174	$ 262,817	58,964

Cottage District Infill Housing Redevelopment Project

Timeline

Activity	Timeline	
	Start	Completion
Respond to RFP	May-2018	Jul-2018
Presentation	Aug-2018	Sep-2018
Award	Sep-2018	Sep-2018
Zoning/Land Use Approvals	Sep-2018	Apr-2019
Architectural Plans	Sep-2018	Apr-2019
Permitting	Feb-2019	Sep-2019
GC Bidding	May-2019	Jun-2019
Closing	Aug-2018	Sep-2019
Construction	Oct-2019	Sep-2021
Sales Start	Oct-2019	May-2021
Sales Completion	May-2021	Nov-2021

17. List of Civil and Criminal Legal Actions

There are no current criminal legal actions nor have there ever been any criminal legal actions against the proposer. In addition, there are no current civil legal actions nor have there been any in the past four years.

18. All Other Requirements and Attachments

Please see required attachments behind this page.

ATTACHMENT "C"

PROPOSER(S) INFORMATION

Name: Neighborhood Renaissance, Inc.

Street Address: 510 24th Street, Suite A

Mailing Address (if different): _____

City, State, Zip: West Palm Beach, FL 33407

Telephone No. 561-832-6776 : Fax No: 561-832-0483

Email Address of Contact Person: tmurray@neighborhoodrenaissance.org

Ownership Status - Is the company currently for sale or involved in any transaction to expand or to be acquired by another business entity? If yes, please explain the impact to the organization and management efforts. No.

Age of Organization – In continuous business since: 26 years - Since 1992

Leadership - List Corporate Officers, Principals, Partners or owners of your Organization with titles and addresses. If a publically held company, list Chairman of the Board, CEO, and President:
See attached list of board members and officers.

Federal Identification No.: 65-0352279

State of Incorporation & Registration No.: Florida - N49255

If not a corporation, explain your status:

_____

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)

Improved 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

Increased 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, Teri Murray (Proposer's Signature and Printed Name) certify that the items checked above will be incorporated into the development 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

Terri Murray
Print Name

Executive Director
Title

7/16/18
Date

ATTACHMENT "M"

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Neighborhood Renaissance, Inc. 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: Terri Murray Date 7/16/18

Name & Title (typed) Terri Murray, Executive Director

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 May 24, 2018
No. 2	☒ Yes	☐ No	Date June 14, 2018
No. 3	☒ Yes	☐ No	Date July 2, 2018
No. 4	☐ Yes	☐ No	Date _____
No. 5	☐ Yes	☐ No	Date _____

RFP/RFQ INFORMATION WAS OBTAINED FROM:

☒ BBCRA Website ☐ Newspaper Ad ☐ City Hall ☐ Other, please specify: _____

Terri Murray

Proposer's Signature

Terri Murray

Print Name

Executive Director

Title

7/16/18

Date

ATTACHMENT "O"

PROPOSAL CHECKLIST

This Checklist is provided as an abbreviated reference to Paragraph I, Proposal Submission Requirements. 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.

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.

Proposer's Signature

Terri Murray
Print Name

Executive Director
Title

7/16/18
Date

CRA BOARD MEETING OF: October 9, 2018

CONSENT AGENDA

AGENDA ITEM: 10.A.

SUBJECT:

Financial Report Period Ending September 30, 2018

SUMMARY:

Attached is the monthly budget report representing the revenues and expenses for September 2018 (Attachment I); Statement of Revenues, Expenditures and Changes in Fund Balance Report (Attachment II); and Budget Comparison Schedule - General Fund (Attachment III).

FISCAL IMPACT:

None.

CRA PLAN/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 September 30, 2018.

ATTACHMENTS:

	Description
🗋	**Attachment I - Monthly Financial Report for Period Ending September 30, 2018**
🗋	**Attachment II - Statement of Revenues, Expenditures and Changes in Fund Balance Report**
🗋	**Attachment III - Budget Comparison Schedule**

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF 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	5,832.11	1,172,933.46	0.00	(172,933.46)	17.29-
INVESTMENT INCOME	0	0	0.00	27,172.36	0.00	(27,172.36)	0.00
CONTRIBUTIONS & DONATION	0	0	20,257.33	90,987.57	0.00	(90,987.57)	0.00
MISCELLANEOUS	0	0	236.73	19,104.74	0.00	(19,104.74)	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	15,441,518	26,326.17	13,086,526.13	0.00	2,354,991.87	15.25
EXPENDITURE SUMMARY							
LEGISLATIVE	30,500	30,500	654.17	15,649.20	2,212.01	12,638.79	41.44
ADMINISTRATIVE	445,240	445,240	37,144.40	416,126.24	235.00	28,878.76	6.49
FINANCE	186,060	186,060	13,779.02	167,355.80	150.00	18,554.20	9.97
INSURANCES	172,500	172,500	0.00	121,495.90	0.00	51,004.10	29.57
PROFESSIONAL SERVICES	274,000	274,000	4,514.53	138,866.28	28,714.00	106,419.72	38.84
PLANNING	115,290	115,290	9,435.93	82,307.39	0.00	32,982.61	28.61
BUILDINGS & PROPERTY	592,770	592,770	51,378.05	484,182.53	103,152.66	5,434.81	0.92
MARINA	1,000,000	1,000,000	79,167.17	1,097,468.34	0.00	(97,468.34)	9.75-
COMMUNICATIONS & TECHNOLO	80,550	80,550	677.45	54,017.27	6,520.71	20,012.02	24.84
CONTINGENCY	100,000	100,000	0.00	0.00	0.00	100,000.00	100.00
MARKETING	167,620	167,620	12,296.67	109,673.42	0.00	57,946.58	34.57
SPECIAL EVENTS	86,870	86,870	4,535.10	63,705.25	0.00	23,164.75	26.67
EMPLOYEE BEBEFITS	367,938	367,938	37,993.02	259,556.05	0.00	108,381.95	29.46
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	251,575.51	14,832,583.67	140,984.38	467,949.95	3.03
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(225,249.34)	(1,746,057.54)	(140,984.38)	1,887,041.92	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
T.I.F.INCOME							
01-41000 T.I.F. COLLECTIONS	11,461,518	11,461,518	0.00	11,776,328.00	0.00	(314,810.00)	2.75-
TOTAL 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							
01-42115 MARINA RENTS	100,000	100,000	8,198.50	109,905.47	0.00	(9,905.47)	9.91-
01-42116 MISCELLANEOUS RENTS FRO PROPE	0	0	600.00	14,876.25	0.00	(14,876.25)	0.00
01-42117 MARINA FUEL SALES	900,000	900,000	0.00	1,047,962.80	0.00	(147,962.80)	16.44-
01-42118 MARINA MISC INCOME	0	0	(2,966.39)	188.94	0.00	(188.94)	0.00
TOTAL MARINA RENT & GRANT INC	1,000,000	1,000,000	5,832.11	1,172,933.46	0.00	(172,933.46)	17.29-
MARKETING INCOME							
FESTIVALS & EVENT INCOME							
INVESTMENT INCOME							
01-46100 INTEREST INCOME	0	0	0.00	27,172.36	0.00	(27,172.36)	0.00
TOTAL INVESTMENT INCOME	0	0	0.00	27,172.36	0.00	(27,172.36)	0.00
CONTRIBUTIONS & DONATION							
01-47200 IN KIND REVENUE	0	0	20,257.33	90,987.57	0.00	(90,987.57)	0.00
TOTAL CONTRIBUTIONS & DONATION	0	0	20,257.33	90,987.57	0.00	(90,987.57)	0.00
MISCELLANEOUS							
01-48100 MISCELLANEOUS INCOME	0	0	236.73	19,104.74	0.00	(19,104.74)	0.00
TOTAL MISCELLANEOUS	0	0	236.73	19,104.74	0.00	(19,104.74)	0.00
OTHER FINANCING SOURCES							
01-49100 OTHER FINANCING SOURCES	0	2,980,000	0.00	0.00	0.00	2,980,000.00	100.00
TOTAL OTHER FINANCING SOURCES	0	2,980,000	0.00	0.00	0.00	2,980,000.00	100.00
TOTAL REVENUES	12,461,518	15,441,518	26,326.17	13,086,526.13	0.00	2,354,991.87	15.25

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	558.57	5,054.44	1,012.01	1,433.55	19.11
01-51010-216 ADVERTISING & PUBLIC NOTI	6,500	6,500	0.00	5,546.94	0.00	953.06	14.66
01-51010-225 ASSOC. MEETINGS & SEMINAR	15,000	15,000	0.00	4,573.02	1,200.00	9,226.98	61.51
01-51010-227 DELIVERY SERVICES	750	750	55.90	384.52	0.00	365.48	48.73
TOTAL PURCHASED/CONTRACT SERV	29,750	29,750	614.47	15,558.92	2,212.01	11,979.07	40.27
SUPPLIES							
01-51010-310 OFFICE SUPPLIES	750	750	39.70	90.28	0.00	659.72	87.96
TOTAL SUPPLIES	750	750	39.70	90.28	0.00	659.72	87.96
TOTAL LEGISLATIVE	30,500	30,500	654.17	15,649.20	2,212.01	12,638.79	41.44

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	31,018.47	379,153.19	0.00	5,746.81	1.49
01-51230-115 CAR ALLOWANCE	5,220	5,220	401.52	5,059.12	0.00	160.88	3.08
TOTAL PERSONNEL SERVICES	390,120	390,120	31,419.99	384,212.31	0.00	5,907.69	1.51
PURCHASED/CONTRACT SERV							
01-51230-225 ASSOC. MEETINGS & SEMINAR	16,500	16,500	110.00	7,706.48	0.00	8,793.52	53.29
01-51230-226 MEMBERSHIP DUES	11,385	11,385	3,870.00	10,300.12	0.00	1,084.88	9.53
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	1,267.00	6,907.70	235.00	9,357.30	56.71
TOTAL PURCHASED/CONTRACT SERV	44,885	44,885	5,247.00	25,070.18	235.00	19,579.82	43.62
SUPPLIES							
01-51230-310 OFFICE SUPPLIES	3,000	3,000	210.21	1,813.70	0.00	1,186.30	39.54
01-51230-315 POSTAGE	2,500	2,500	0.00	1,136.89	0.00	1,363.11	54.52
01-51230-340 CELLULAR PHONES	2,880	2,880	267.20	2,773.66	0.00	106.34	3.69
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	477.41	5,986.75	0.00	3,248.25	35.17
CAPITAL EXPENDITURES							
01-51230-400 EQUIPMENT COSTS	1,000	1,000	0.00	857.00	0.00	143.00	14.30
TOTAL CAPITAL EXPENDITURES	1,000	1,000	0.00	857.00	0.00	143.00	14.30
DEPRECIATION & AMORT							
TOTAL ADMINISTRATIVE	445,240	445,240	37,144.40	416,126.24	235.00	28,878.76	6.49

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND
AUDITOR

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

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	158,000	158,000	12,566.80	158,027.75	0.00	(27.75)	0.02-
TOTAL PERSONNEL SERVICES	158,000	158,000	12,566.80	158,027.75	0.00	(27.75)	0.02-
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	289.97	2,176.89	0.00	823.11	27.44
01-51325-225 ASSOC. MEETINGS & SEMINAR	10,450	10,450	0.00	1,286.99	0.00	9,163.01	87.68
01-51325-226 MEMBERSHIP DUES	820	820	35.00	589.00	0.00	231.00	28.17
01-51325-227 DELIVERY COSTS	500	500	0.00	278.77	0.00	221.23	44.25
01-51325-229 CAREER DEVELOPMENT	5,000	5,000	640.00	996.45	0.00	4,003.55	80.07
TOTAL PURCHASED/CONTRACT SERV	20,020	20,020	964.97	5,503.10	0.00	14,516.90	72.51
SUPPLIES							
01-51325-310 OFFICE SUPPLIES	2,500	2,500	144.86	1,256.62	0.00	1,243.38	49.74
01-51325-340 CELLULAR PHONES	1,440	1,440	102.39	1,184.46	0.00	255.54	17.75
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	284.87	150.00	165.13	27.52
TOTAL SUPPLIES	6,540	6,540	247.25	3,824.95	150.00	2,565.05	39.22
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	13,779.02	167,355.80	150.00	18,554.20	9.97

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	172,500	172,500	0.00	121,495.90	0.00	51,004.10	29.57
TOTAL PURCHASED/CONTRACT SERV	172,500	172,500	0.00	121,495.90	0.00	51,004.10	29.57
TOTAL INSURANCES	172,500	172,500	0.00	121,495.90	0.00	51,004.10	29.57

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	2,118.50	73,680.08	5,835.00	72,484.92	47.69
01-51420-201 CONTRACT LEGAL	100,000	100,000	2,206.03	62,394.20	11,000.00	26,605.80	26.61
01-51420-204 CITY STAFF COSTS	22,000	22,000	190.00	2,792.00	11,879.00	7,329.00	33.31
TOTAL PURCHASED/CONTRACT SERV	274,000	274,000	4,514.53	138,866.28	28,714.00	106,419.72	38.84
TOTAL PROFESSIONAL SERVICES	274,000	274,000	4,514.53	138,866.28	28,714.00	106,419.72	38.84

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	8,107.26	77,261.99	0.00	(2,261.99)	3.02-
TOTAL PERSONNEL SERVICES	75,000	75,000	8,107.26	77,261.99	0.00	(2,261.99)	3.02-
PURCHASED/CONTRACT SERV							
01-51440-225 ASSOC. MEETINGS & SEMINAR	29,820	29,820	19.95	945.34	0.00	28,874.66	96.83
01-51440-226 MEMBERSHIP DUES	350	350	0.00	0.00	0.00	350.00	100.00
01-51440-227 DELIVERY SERVICES	300	300	18.64	212.23	0.00	87.77	29.26
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	38.59	1,157.57	0.00	33,612.43	96.67
SUPPLIES							
01-51440-310 OFFICE SUPPLIES	1,500	1,500	43.38	968.88	0.00	531.12	35.41
01-51440-340 CELLULAR PHONES	720	720	45.00	540.00	0.00	180.00	25.00
01-51440-355 SUBSCRIPTIONS	1,500	1,500	100.20	1,016.45	0.00	483.55	32.24
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	1,101.50	1,362.50	0.00	137.50	9.17
TOTAL SUPPLIES	5,520	5,520	1,290.08	3,887.83	0.00	1,632.17	29.57
CAPITAL EXPENDITURES							
DEPRECIATION & AMORT							
TOTAL PLANNING	115,290	115,290	9,435.93	82,307.39	0.00	32,982.61	28.61

01 -GENERAL FUND
BUILDINGS & PROPERTY

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PURCHASED/CONTRACT SERV							
01-51620-200 CONTRACTUAL EXPENSE	3,045	3,045	0.00	2,219.67	0.00	825.33	27.10
01-51620-201 PROPERTY TAXES & ASSOC. D	75,000	75,000	2,253.49	26,431.79	30,000.00	18,568.21	24.76
01-51620-205 RENTAL OF OFFICES	100,725	100,725	7,842.88	101,710.56	0.00	(985.56)	0.98-
01-51620-208 EQUIPMENT LEASES	20,000	20,000	353.20	18,057.35	1,942.65	0.00	0.00
01-51620-209 PROPERTY MAINTENENCE COST	355,000	355,000	21,060.44	217,688.21	71,210.01	66,101.78	18.62
01-51620-210 IN KIND EXPENSE	0	0	20,257.33	90,987.57	0.00	(90,987.57)	0.00
01-51620-224 SIGNAGE	15,000	15,000	125.00	5,564.50	0.00	9,435.50	62.90
TOTAL PURCHASED/CONTRACT SERV	568,770	568,770	51,892.34	462,659.65	103,152.66	2,957.69	0.52
SUPPLIES							
01-51620-325 ELECTRICITY COSTS	12,000	12,000	2,040.85	13,811.48	0.00	(1,811.48)	15.10-
01-51620-326 WATER CHARGES	12,000	12,000	(2,555.14)	7,711.40	0.00	4,288.60	35.74
TOTAL SUPPLIES	24,000	24,000	(514.29)	21,522.88	0.00	2,477.12	10.32
CAPITAL EXPENDITURES							
DEPRECIATION & AMORT							
TOTAL BUILDINGS & PROPERTY	592,770	592,770	51,378.05	484,182.53	103,152.66	5,434.81	0.92

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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							
01-51630-200 CONTRACTUAL	500	500	0.00	450.00	0.00	50.00	10.00
01-51630-209 PROPERTY MAINTENENCE	25,000	25,000	3,780.46	19,845.56	0.00	5,154.44	20.62
01-51630-241 MARINA FUEL MANAGEMENT	181,435	181,435	15,119.60	181,435.20	0.00	(0.20)	0.00
01-51630-242 MARINE FUEL STATION OVERH	29,500	29,500	2,969.89	29,690.76	0.00	(190.76)	0.65-
TOTAL PURCHASED/CONTRACT SERV	236,435	236,435	21,869.95	231,421.52	0.00	5,013.48	2.12
SUPPLIES							
01-51630-310 OFFICE SUPPLIES	1,000	1,000	22.13	1,000.00	0.00	0.00	0.00
01-51630-325 ELECTRIC COSTS	8,100	8,100	690.08	6,174.56	0.00	1,925.44	23.77
01-51630-326 WATER COSTS	15,000	15,000	4,595.08	11,707.19	0.00	3,292.81	21.95
01-51630-327 GASOLINE & DEISEL FUEL PU	727,465	727,465	51,130.82	833,977.68	0.00	(106,512.68)	14.64-
01-51630-328 MARINA DIESEL SALES TAX	12,000	12,000	859.11	13,187.39	0.00	(1,187.39)	9.89-
TOTAL SUPPLIES	763,565	763,565	57,297.22	866,046.82	0.00	(102,481.82)	13.42-
CAPITAL EXPENDITURES							
TOTAL MARINA	1,000,000	1,000,000	79,167.17	1,097,468.34	0.00	(97,468.34)	9.75-

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	18,894.96	6,520.71	1,584.33	5.87
01-51650-211 COMPUTER SOFTWARE & LICEN	4,550	4,550	0.00	1,557.93	0.00	2,992.07	65.76
01-51650-212 FINANCIAL SOFTWARE MAINTE	29,000	29,000	0.00	20,226.43	0.00	8,773.57	30.25
TOTAL PURCHASED/CONTRACT SERV	63,550	63,550	0.00	40,679.32	6,520.71	16,349.97	25.73
SUPPLIES							
01-51650-330 TELEPHONE LINES	8,000	8,000	677.45	7,389.73	0.00	610.27	7.63
TOTAL SUPPLIES	8,000	8,000	677.45	7,389.73	0.00	610.27	7.63
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	677.45	54,017.27	6,520.71	20,012.02	24.84

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND
SOFTWARE & TECHNOLOGY

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

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND
TRANSPORTATION

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

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND
INCENTIVES & GRANTS

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

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	61,033.68	0.00	1.32	0.00
TOTAL PERSONNEL SERVICES	61,035	61,035	4,824.00	61,033.68	0.00	1.32	0.00
PURCHASED/CONTRACT SERV							
01-57400-216 ADVERTISING & PUBLIC NOTI	58,540	58,540	1,450.94	22,592.84	0.00	35,947.16	61.41
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	12.50	724.52	0.00	5,175.48	87.72
01-57400-226 MEMBERSHIP DUES	5,800	5,800	0.00	5,100.00	0.00	700.00	12.07
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	600.00	1,218.00	0.00	1,282.00	51.28
01-57400-236 PHOTOGRAPHY / VIDEOS	15,000	15,000	1,100.00	11,778.95	0.00	3,221.05	21.47
TOTAL PURCHASED/CONTRACT SERV	96,740	96,740	3,163.44	41,769.27	0.00	54,970.73	56.82
SUPPLIES							
01-57400-310 OFFICE SUPPLIES	1,500	1,500	34.23	1,020.18	0.00	479.82	31.99
01-57400-340 CELLULAR PHONES	720	720	45.00	507.00	0.00	213.00	29.58
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	4,230.00	4,230.00	0.00	1,770.00	29.50
TOTAL SUPPLIES	9,845	9,845	4,309.23	6,870.47	0.00	2,974.53	30.21
DEPRECIATION & AMORT							
TOTAL MARKETING	167,620	167,620	12,296.67	109,673.42	0.00	57,946.58	34.57

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND
SPECIAL EVENTS

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
PERSONNEL SERVICES							
01-57500-100 PERSONNEL SERVICES	55,000	55,000	4,336.60	54,975.62	0.00	24.38	0.04
TOTAL PERSONNEL SERVICES	55,000	55,000	4,336.60	54,975.62	0.00	24.38	0.04
PURCHASED/CONTRACT SERV							
01-57500-225 ASSOC. MEETINGS & SEMINAR	6,100	6,100	12.50	488.92	0.00	5,611.08	91.98
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	12.50	810.07	0.00	8,289.93	91.10
SUPPLIES							
01-57500-310 OFFICE SUPPLIES	1,500	1,500	120.67	1,178.72	0.00	321.28	21.42
01-57500-340 CELLULAR PHONES	720	720	45.00	492.00	0.00	228.00	31.67
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	165.67	1,670.72	0.00	1,099.28	39.69
CAPITAL EXPENDITURES							
01-57500-400 EQUIPMENT & EVENTS SUPPOR	20,000	20,000	20.33	6,248.84	0.00	13,751.16	68.76
TOTAL CAPITAL EXPENDITURES	20,000	20,000	20.33	6,248.84	0.00	13,751.16	68.76
DEPRECIATION & AMORT							
TOTAL SPECIAL EVENTS	86,870	86,870	4,535.10	63,705.25	0.00	23,164.75	26.67

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

01 -GENERAL FUND
DEVELOPMENT PROJECTS

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

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	3,739.62	44,817.73	0.00	1,740.27	3.74
01-59000-152 MEDICARE	10,889	10,889	874.55	10,490.75	0.00	398.25	3.66
01-59000-153 RETIREMENT PLAN 401(a)	142,907	142,907	32,670.00	144,172.00	0.00	(1,265.00)	0.89-
01-59000-154 WORKERS COMP INSURANCE	2,500	2,500	229.84	2,021.30	0.00	478.70	19.15
01-59000-155 HEALTH INSURANCE	99,000	99,000	83.33	50,141.14	0.00	48,858.86	49.35
01-59000-156 DENTAL INSURANCE	4,050	4,050	0.00	3,052.33	0.00	997.67	24.63
01-59000-157 LIFE INSURANCE	1,350	1,350	150.00	1,695.00	0.00	(345.00)	25.56-
01-59000-158 SHORT / LONG TERM DISABIL	3,144	3,144	245.68	2,717.87	0.00	426.13	13.55
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	0.00	447.93	0.00	92.07	17.05
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	37,993.02	259,556.05	0.00	108,381.95	29.46
TOTAL EMPLOYEE BEBEFITS	367,938	367,938	37,993.02	259,556.05	0.00	108,381.95	29.46

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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: SEPTEMBER 30TH, 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	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	251,575.51	14,832,583.67	140,984.38	467,949.95	3.03
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(225,249.34)	(1,746,057.54)	(140,984.38)	1,887,041.92	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	89,087.12	0.00	(89,087.12)	0.00
MISCELLANEOUS	0	0	0.00	1,070,256.08	0.00	(1,070,256.08)	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	0.00	10,897,456.63	0.00	2,089,163.37	16.09
EXPENDITURE SUMMARY							
OPERATING EXPENSES	564,400	443,188	30,970.00	212,581.13	27,129.32	203,477.55	45.91
CAPITAL OUTLAY	6,447,062	9,598,274	126,484.70	4,068,267.83	3,570,049.86	1,959,956.31	20.42
AFFORDABLE HOUSING	50,000	0	0.00	0.00	0.00	0.00	0.00
ECONOMIC DEVELOPMENT	1,870,158	1,870,158	34,386.61	1,272,934.94	429,259.57	167,963.49	8.98
PROJECTS AND PROGRAMS	1,075,000	1,075,000	94,630.78	813,828.77	202,295.15	58,876.08	5.48
TOTAL EXPENDITURES	10,006,620	12,986,620	286,472.09	6,367,612.67	4,228,733.90	2,390,273.43	18.41
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(286,472.09)	4,529,843.96	(4,228,733.90)	(301,110.06)	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

02 -PROJECTS FUND

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
FESTIVALS & EVENT INCOME							
02-44100 FESTIVAL & EVENT INCOME	0	0	0.00	56,888.43	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	89,087.12	0.00	(89,087.12)	0.00
TOTAL INVESTMENT INCOME	0	0	0.00	89,087.12	0.00	(89,087.12)	0.00
MISCELLANEOUS							
02-48100 MISCELLANEOUS INCOME	0	0	0.00	1,070,256.08	0.00	(1,070,256.08)	0.00
TOTAL MISCELLANEOUS	0	0	0.00	1,070,256.08	0.00	(1,070,256.08)	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	0.00	10,897,456.63	0.00	2,089,163.37	16.09

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

02 -PROJECTS FUND
BOND #2 ISSUE COST

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

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	22,510.00	81,680.13	27,129.32	94,978.55	46.61
02-58100-207 RENT EXPENSE	14,400	14,400	0.00	6,000.00	0.00	8,400.00	58.33
02-58100-213 LEGAL FEES	125,000	125,000	8,460.00	124,901.00	0.00	99.00	0.08
TOTAL PURCHASED/CONTRACT SERV	564,400	443,188	30,970.00	212,581.13	27,129.32	203,477.55	45.91
TOTAL OPERATING EXPENSES	564,400	443,188	30,970.00	212,581.13	27,129.32	203,477.55	45.91

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	95,000.00	3,411,842.09	2,183.56	240,909.35	6.59
02-58200-404 CONSTRUCTION IN PROGRESS	200,000	270,000	31,484.70	(4,946.67)	274,946.30	0.37	0.00
02-58200-405 SITE WORK AND DEMOLITION	73,957	73,957	0.00	2,884.08	4,758.00	66,314.92	89.67
02-58200-406 INFRASTRUCTURE AND STREET	5,406,670	5,599,382	0.00	658,488.33	3,288,162.00	1,652,731.67	29.52
TOTAL CAPITAL EXPENDITURES	6,447,062	9,598,274	126,484.70	4,068,267.83	3,570,049.86	1,959,956.31	20.42
TOTAL CAPITAL OUTLAY	6,447,062	9,598,274	126,484.70	4,068,267.83	3,570,049.86	1,959,956.31	20.42

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	50,000	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	50,000	0	0.00	0.00	0.00	0.00	0.00
TOTAL AFFORDABLE HOUSING	50,000	0	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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 DEVELOPMENT	1,230,000	1,230,000	0.00	1,116,739.00	0.00	113,261.00	9.21
02-58400-444 ECONOMIC DEVELOPMENT GRAN	519,158	569,158	32,911.61	96,075.95	418,379.57	54,702.48	9.61
02-58400-445 MARKETING INCENTIVES	121,000	71,000	1,475.00	60,119.99	10,880.00	0.01	0.00
TOTAL CAPITAL EXPENDITURES	1,870,158	1,870,158	34,386.61	1,272,934.94	429,259.57	167,963.49	8.98
TOTAL ECONOMIC DEVELOPMENT	1,870,158	1,870,158	34,386.61	1,272,934.94	429,259.57	167,963.49	8.98

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	89,344.84	293,292.82	78,707.15	0.03	0.00
02-58500-470 COMMUNITY SUPPORT PROJECT	125,000	125,000	0.00	0.00	92,923.00	32,077.00	25.66
02-58500-480 COMMUNITY SPECIAL EVENTS	578,000	578,000	5,285.94	520,535.95	30,665.00	26,799.05	4.64
TOTAL CAPITAL EXPENDITURES	1,075,000	1,075,000	94,630.78	813,828.77	202,295.15	58,876.08	5.48
TOTAL PROJECTS AND PROGRAMS	1,075,000	1,075,000	94,630.78	813,828.77	202,295.15	58,876.08	5.48

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	286,472.09	6,367,612.67	4,228,733.90	2,390,273.43	18.41
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(286,472.09)	4,529,843.96	(4,228,733.90)	(301,110.06)	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

03 -DEBT SERVICE
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
REVENUE SUMMARY							
INVESTMENT INCOME	0	0	0.00	10,073.60	0.00	(10,073.60)	0.00
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	2,151,028.60	0.00	(10,073.60)	0.47-
EXPENDITURE SUMMARY							
DEBT SERVICES	2,140,955	2,140,955	1,904,977.70	2,138,785.97	0.00	2,169.03	0.10
TOTAL EXPENDITURES	2,140,955	2,140,955	1,904,977.70	2,138,785.97	0.00	2,169.03	0.10
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,904,977.70)	12,242.63	0.00	(12,242.63)	0.00

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2018

03 -DEBT SERVICE

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	MONTHLY ACTIVITY	YEAR-TO-DATE BALANCE	TOTAL ENCUMBERED	UNENCUMBERED BALANCE	% OF BUDGET REMAINING
INVESTMENT INCOME							
03-46100 INTEREST INCOME	0	0	0.00	10,073.60	0.00	(10,073.60)	0.00
TOTAL INVESTMENT INCOME	0	0	0.00	10,073.60	0.00	(10,073.60)	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	2,151,028.60	0.00	(10,073.60)	0.47-

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	1,300,000.00	1,300,000.00	0.00	0.00	0.00
03-59800-815 BOND 2015 PRINCIPAL	370,000	370,000	370,000.00	370,000.00	0.00	0.00	0.00
03-59800-824 BOND 2012 INTEREST	328,550	328,550	164,275.20	327,380.97	0.00	1,169.03	0.36
03-59800-826 BOND 2015 INTEREST	141,405	141,405	70,702.50	141,405.00	0.00	0.00	0.00
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	1,904,977.70	2,138,785.97	0.00	2,169.03	0.10
OTHER FINANCING USES							
TOTAL DEBT SERVICES	2,140,955	2,140,955	1,904,977.70	2,138,785.97	0.00	2,169.03	0.10

REVENUE & EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 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	1,904,977.70	2,138,785.97	0.00	2,169.03	0.10
REVENUES OVER/(UNDER) EXPENDITURES	0	0	(1,904,977.70)	12,242.63	0.00	(12,242.63)	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 - September 30, 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	1,173,876	-	-	1,173,876
Contributions and donations	-	-	-	-
Interest and other income	137,265	1,216,232	10,074	1,363,570
Total revenues	13,087,469	1,216,232	10,074	14,313,774
EXPENDITURES				
General government	3,031,598	-	-	3,031,598
Redevelopment projects	-	8,928,238	-	8,928,238
Debt service:				-
Principal	-	-	1,670,000	1,670,000
Interest and other charges	-	-	468,786	468,786
Total expenditures	3,031,598	8,928,238	2,138,786	14,098,622
Excess (deficiency) of revenues over expenditures	10,055,871	(7,712,006)	(2,128,712)	215,153
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	(1,766,309)	1,969,219	12,243	215,153
Fund balances - beginning of year	4,249,519	9,286,312	78,291	13,614,122
Fund balances - end of year	$ 2,483,210	$ 11,255,531	$ 90,534	$ 13,829,275

Footnote:
Transfers between funds include monies received from TIF and carryover from general fund balance.

The notes to the basic financial statements are an integral part of this statement.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Boynton Beach, Florida)

Budgetary Comparison Schedule
General Fund

Through Year to Date - September 30, 2018

	Original Budget	Final 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	1,173,876
Interest and other income	-	-	137,265
Total revenues	12,461,518	12,461,518	13,087,469
EXPENDITURES			
General government	3,619,338	3,619,338	3,031,598
Total expenditures	3,619,338	3,619,338	3,031,598
Excess of revenues over expenditures	8,842,180	8,842,180	10,055,871
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	$ -	$ -	(1,766,309)
Fund balances - beginning of year			4,249,519
Fund balances - end of year			$ 2,483,210

The notes to the basic financial statements are an integral part of this statement.

CRA BOARD MEETING OF: October 9, 2018

CONSENT AGENDA

AGENDA ITEM: 10.B.

SUBJECT:

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

SUMMARY:

This item of the Boynton Beach Community Redevelopment Agency (BBCRA) provides the CRA Board with the September 2018 Monthly Purchase Order Report for Purchase Orders in amounts of $10,000 or above and is presented as Attachment I.

FISCAL IMPACT:

Purchase Orders are in accordance with the approved Fiscal Year 2017-2018 Budget and 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 September 2018.

ATTACHMENTS:

	Description
🗋	**Attachment I - September 2018 Purchase Orders**

Boynton Beach CRA
Purchase Order Report
Month: September 2018

Vendor	Amount	Funding	Description
City of Boynton Beach	$ 40,000	01-59000-155	Reimbursement for Cigna Insurance Claims May-Sep 2018
Lewis, Longman & Walker	$ 16,000	01-51420-201	Legal Fees for September 2018

CRA BOARD MEETING OF: October 9, 2018

CONSENT AGENDA

AGENDA ITEM: 10.C.

SUBJECT:
Approval of CRA Board Meeting Minutes - August 14, 2018

SUMMARY:
See attached minutes.

CRA BOARD OPTIONS:
Approve the CRA Board Meeting Minutes August 14, 2018.

ATTACHMENTS:

	Description
🗋	**August 14, 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 TUESDAY, AUGUST 14, 2018, AT 6:30 P.M.

PRESENT:

Steven B. 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 6:30 p.m.

2. Invocation

Board Member McCray gave the invocation.

3. Roll Call

All present.

4. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda

B. Adoption of Agenda

Motion

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

5. Legal

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

Attorney Duhy explained at the July meeting, the Board directed her to institute legal action to enact the reverter clause for the above property. Shortly thereafter, Attorney Carney advised Shovel Ready would cooperate and return the property and deed. A title

search was done to ensure there was no encumbrances on the property during the time it was held by Shovel Ready. In return, the CRA closed for the purchase price less some closing costs and they have the executed deed, which will be recorded shortly. Shovel Ready paid for the title search. The amount the CRA paid Shovel Ready after costs were deducted was $242,596.74.

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

Board Members Casello, McCray and Katz had no disclosures nor did Vice Chair Romelus. Board Member Katz thanked Attorney Duhy and the CRA staff for the previous item and appreciated that the CRA saved $50,000 that could now be used for other purposes. Chair Grant disclosed he met with Bradley Miller on an unrelated item not on the agenda.

7. Announcements and Awards

None.

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

None.

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

Motion

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

11. Pulled Consent Agenda Items

None.

12. Public Hearing

13. Old Business

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

Thuy Shutt, Assistant CRA Director, gave a status report on the operation and maintenance costs for the decorative sidewalks on Boynton Beach Boulevard from I-95 to US 1. The project scope is between US 1 and NE 3rd Street, which was the limit of the FDOT project. The Board had previously selected a continuous wave pattern for the sidewalk and had asked staff to coordinate with consultants, Kimley Horn and Associates and the City on maintenance costs. The staff report indicated it would cost about $70,500 annually to seal and maintain, and wash the sidewalks with an eco-friendly cleanser. The Board requested a clarification on the total amount of the cost of the improvements as it was unclear at the last meeting. The CRA was just notified they are fourth in line for TPA Local Initiative Grant. Staff included an attachment of the project's cost to the CRA and City if the project is funded through the TPA Grant or if not funded.

The total, from US 1 to I-95 will be approximately $1.2 million. The total between US 1 to NW 3rd Street will be $848,433.30. The match from FDOT would be $1,629,975.16. For the additional paving between NW 3rd Street to I-95, which were elements above and beyond what FDOT would cover as the base of the improvement project, will be $327,147.11.

Board Member Casello asked if the sidewalk had to be sealed every year and learned it has to be sealed every two to three years and this was the comparable cost paid by the West Palm Beach Downtown Development Authority when they outsourced the work to a vendor. Ms. Shutt believed it would be handled the same way in Boynton Beach. Staff took the number and divided it by three to have an annual cost. She explained the cost was $42,500, which was about $14,000 per year.

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

Chair Grant understood Pathways to Prosperity did not request funding. They were out of the program, and those founds could be used for next year's budget, which Ms. Shutt confirmed. He requested a motion to reallocate the funds, which were $43,077 to an appropriate line item.

Motion

Board Member McCray moved to reallocate. Board Member Katz recommended reallocating funds to the Economic Development Grant line item, which had been reduced in prior budget discussions.

Board Member McCray favored allocating the monies to the general fund and if needed for economic development, the funds could be pulled

Chair Grant commented there was no general fund. If the monies were reallocated, they would be designated for non-profit grants, which Board Member McCray was fine with.

The motion died for lack of a second.

Board Member Katz asked if the monies could be unrestricted funds in the budget to be allocated at a later date. Mr. Simon explained the monies had to be dedicated as a line item unless added to a contingency line item. The Board could discuss the matter later in the meeting during the budget discussion.

Board Member Katz moved to reserve allocation of the funds until the budget was discussed later in the meeting. Attorney Duhy advised a motion was not needed at this point.

B. Neighborhood Officer Program 3rd Quarter Report for FY 2017 – 2018

Board Member Katz had questions on the activity log as there were a number of calls to New Disciples Church about drug activity and asked if the Church had surveillance equipment. Sergeant Diehl, Neighborhood Officer Program, was aware there were cameras, but did not know if they were operational. Board Member Katz requested he check since there were repeat incidents, which Sergeant Diehl agreed to do. Board Member Katz thought it would be a gesture of good will for the Church to install cameras as it is a recurring problem. The camera Sergeant Diehl was aware of was on the extreme northwest corner facing south and there are other cameras on the other side of the building; however, the problems are on the west side of the building on the gravel parking lot.

Board Member Katz noted there were calls and activity regarding Habitat for Humanity homes as Sergeant Diehl had requested an additional patrol. Sergeant Diehl explained the Habitat for Humanity and Boynton Beach Faith Based Community Development Corporation (CDC) new construction homes on NW 10th had drug activity in the area and

they requested a greater police presence, which was provided. There is also a new Habitat home at 17 NW 7th Avenue, which is vacant and Habitat for Humanity said they were having problems with vagrants residing on the rear of the property. He directed Habitat for Humanity to the Crime Prevent Unit and to pull a trespass case number that would allow the police to arrest anyone who trespasses on the property after a law enforcement warning is issued.

Board Member Katz noted the License Plate Readers (LPR) were not operational in most of the recordings and asked about their status. Sergeant Diehl explained the LPRs are mounted to traffic trailers, which measure speed. One is assigned to a vehicle and an Officer when he or she is working so monitoring times will vary. The trailers are strategically placed throughout the City and funded by the CRA. He monitors the locations so he can obtain information about the activity, which he included in the quarterly report.

Board Member Katz announced he had no desire to cut funding for the program, nor did he have any criticism, but he had inquired at the last budget meeting if increasing the officers from two to three verses the associated increases in cost would have a meaningful impact. He wanted to continue the program, but suggested it be reviewed after a few years. He also wanted the new Police Chief to weigh in on the issue to see if they can increase the effectiveness of the program and see if there is a next step they could take.

Chair Grant requested the Board direct Mr. Simon to speak with the Chief regarding the future of the Neighborhood Officer Program.

Board Member McCray agreed, but thought the Police Chief should appear before the Board and give a report indicating what he thinks may be necessary. He may be able to offer some guidelines.

Board Member Casello asked if there was a summary of how much time the segways were used and learned it was included in the report. He also noted there are large groups of youth hanging at convenience stores during the day and evenings. He asked if the Officers had opportunities to stop and engage the individuals. Sergeant Diehl responded he has. He was also at Sara Sims earlier and he and his team do so on a daily basis. They visit the Family Dollar Store, which was included in the report, as well as review activity at the various parks and established businesses and mini marts.

Chair Grant noted the miscellaneous supplies line item and asked how the money was spent. Sergeant Diehl replied the only time he used the funds was through the CRA to provide give-aways or goodies at the Blarney Bash last year and for informational booklets for school bus safety for young children which were also at the Carolyn Sims Center. He thought it was about $1,500. Mr. Simon explained there was approximately $7,500 for office supplies, marketing and promotional materials and other line items to help them better do their jobs. The expenditures were included in the report.

Vice Chair Romelus asked for an example of a positive outcome. Sergeant Diehl explained last Christmas was the best Christmas with the community so far. This past quarter students went back to school. The Officers attend the graduation ceremonies at Galaxy and Poinciana Schools and for kindergarteners. They take photos on the first day of school and as they progress through the school year. He advised going into first grade is touching. The students remember the Officers are there and some of the photos show the Officers being involved at the school as well. Sergeant Diehl confirmed the program is still housed in the Carolyn Sims Center and it appeared staff was pleased they were there. He explained the Officers are not there all the time. Board Member McCray was happy they were there and complimented him on the quarterly report.

Motion

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

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

Vicki Hill, Finance Director, reviewed sale prices for properties and the CRA Advisory Board recommendations. She explained the spreadsheet and that the difference in the budget from last month was $300,000 for the Model Block will roll over or be reallocated, and the proceeds from the sale of 711 N. Federal Highway was $243,500. The sale of Ocean Breeze East was $794,000. Ms. Hill advised she already placed the $32,077 for the non-profit grants into the line item. Additionally, the CRA Advisory Board had two changes, which were to take $27,712 from the non-profit grant and reallocate it for the Historic Woman's Club of Boynton Beach. The next change showed the CRA staff recommendations for the meeting and the fourth column was the Board's recommendations. There was $1,121,000 to be reallocated.

Board Member Katz supported the recommendation from the CRA Advisory Board regarding the Historic Woman's Club as deferred maintenance results in increases in costs later. The original request for the Historic Woman's Club was $160,000, which was reduced to $140,000 and $100,000 was where the CRA Board landed. In addition to the $32,077, there is an $84,500 increase in taxable value in the District that could be reallocated. Staff wants to address some outstanding issues in the building and the additional funds would help. Mr. Simon thought $150,000 would cover the maintenance and repair costs, which Board Member Katz supported.

Vice Chair Romelus and Board Member McCray were fine with the allocation of $150,000. Vice Chair Romelus also supported an extra $100,000 to Economic Development Grants based on the past year's expenditures.

Board Member Casello questioned what agencies would be impacted if the CRA reduced the funds for non-profits. Mr. Simon explained the non-profits who applied this fiscal year had their funding in place. The upcoming allotment would be a new round of allocations

and new round of applications as the funds being budgeted are not earmarked for any one agency. Board Member Casello asked if the acquisition of the Woman's Club was a drain as they thought it would be profitable. Mr. Simon responded staff could only base profits on the information the Woman's Club supplied. It cost about $60,000 to $65,000 to operate and the facility brings in $70,000 to $80,000, which did not leave a lot of money for repairs or grants. He pointed out the acquisition cost was low and other cities have similar buildings that can be a financial drain. Now that the CRA staff knows the City is not using the building for temporary space during the construction of the Town Square, Mr. Simon thought they would be fine. Board Member Casello asked about next year and what had been done to book events. Mr. Simon explained staff receives calls almost weekly to see the building, but because the needed roof repairs did not allow access to certain parts of the building, staff has pushed people away because of the roof. Staff wanted to create a waiting and visitation list. Mr. Simon explained they will heavily market the facility and there is still a lot of interest in the building as a wedding and event venue. They are in the restart up phase. Board Member Casello asked if it was financially feasible to hire a manager for the property in the future and learned it was.

Chair Grant favored the staff recommendation to put the balance of the funds into development of future projects as a catch-all for the Cottage District, MLK Corridor and the Town Square, and they would not have to change the non-profit grants. Ms. Hill suggested allocating the $84,500 under Professional Development Services, which would increase the allocation to $109,500 and the rest to development of Future Projects. Chair Grant suggested rounding up the amounts. The final number for Future Development Projects was $883,712. Board Member Katz supported the decision. The Cottage District could cost more money and a budget amendment could be made to reallocate the funds.

Ms. Hill read the final allocations as follows:

Town Square - $3.7 million
MLK Corridor Redevelopment - $400,000
Property Acquisition - $400,000
Model Block - $300,000 (Roll over funds)
Economic Development Grants - $500,000
Neighborhood Officer Program - $370,000
Business Promotional Events - $519,000
Marketing Business Assistance - $80,000
Historic Woman's Club - $150,000
Marina Harbor Master Building Improvements - $40,000
Professional Development Services - $110,000
Project Related Legal Services - $125,000
Community Caring Center Acquisition - $250,000
Development of Future Projects - $883,712
Non-profit Grants - $95,000
Marina Dive Tournament - $10,000

Motion

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

14. New Business

A. CRA Board Discussion and Consideration of Executive Director's Annual Performance Review - Tabled

Motion

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

Chair Grant noted only he and Board Member McCray filled out the paperwork.

Board Member Katz advised he met with Mr. Simon and discussed his evaluation. He thought they were in an easy position to evaluate Mr. Simon as they had a prior director and they could compare how the Board operated prior to Mr. Simon becoming the Executive Director. He had no worthwhile criticism and his concerns were addressed right away. He felt the prior director steered the Board in a predetermined way before the Board discussed the issues and he noted there has been not one single incident of that nature since Mr. Simon became the Executive Director. He was pleased with the amount of activity and projects coming online as there is a lot of activity that will benefit all areas of the CRA. He liked that Mr. Simon brought on additional staff and he has performed exactly as he had hoped.

Board Member McCray had constructive criticism and only commented when Mr. Simon speaks, he would prefer less words. He thought he should delegate more to his staff as they are qualified and commented since he became the Executive Director, there has been a complete turnaround and he is always easy to access.

Vice Chair Romelus echoed Board Member McCray's comments and wanted him to be more articulate and give the Board the opportunity to ask the questions. The only recommendation she had was she expected to see more strategic and succession planning and training/education for Mr. Simon and the staff to be top notch. She thanked him for his efforts and agreed he should delegate more often.

Board Member Casello agreed there has been a complete turn-around. He differed slightly with Board Member Katz and his suggestion was for Mr. Simon to give more of a professional opinion on bigger projects. Since Ms. Simon became the Director, they took on the Town Square Project and the Old High School, which would have not been possible without the CRA team and the temporary Library location the CRA offered, saved the City hundreds of thousands of dollars. He gave Mr. Simon high praises.

Chair Grant echoed all the good comments made. He particularly liked the Ocean Breeze East project being converted from a vacant lot to a housing project. The goal of a CRA is to remove slum and blight and vacant land is a problem. He had heard complaints about vacant storefronts and now the complaints are rent is too high. Staff received a 3% merit based pool, which he supported and he favored the same for Mr. Simon. He noted Mr. Simon requested, since the CRA staff is not pensioned, increasing the employer contribution or match for their 457 plan. The request was 2.5% for each. He supported the request for Mr. Simon and the staff due to the amount of work they have done.

Board Member Casello supported a 6% raise. Board Member McCray agreed with Chair Grant for the 3% and the 2.5% increase in employer contribution and a 2.5% increase in the employer match.

Board Member Katz inquired if the Board could obtain a list of current CRA Director salaries within a 30-mile radius to ensure they are commensurate with them. Vice Chair Romelus agreed with Board Member Katz and indicated she would fall between 3% and 6%. She would like to see the documentation and then pick a number.

Mr. Simon requested the Board decide if the 2.5% for the 457 B and the 2.5% for the 401 A was a separate item than his increase, to assist Ms. Hill with the budget. Mr. Simon's increase could be delayed as long as the Board needed to make a decision.

Chair Grant explained this was not only for Mr. Simon, but also for the CRA staff. He explained he would need a motion for an increase in the 2.5% match and the 2.5% employer contribution.

Board Member McCray noted the Board likes to make apples to apples comparisons, but did not want to start comparing and learn the Board gave too much money. He suggested exercising caution.

Motion

Board Member Casello moved to table the annual performance review. Board Member Katz seconded the motion that unanimously passed.

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 Neighborhood Renaissance, Inc.

Michael Pecar, Real Estate Development Director, introduced Terri Murray, Executive Director, Carlos Toldeo, Development Project Manager, Rudy Acevedo AW Architects known for creating the Renaissance Common plans and Chuck Halberg from Stewart and Shelby who has experience with single and multi-family homes. Their proposal was to build 39 affordable homes in the mid $260,000 to under $300,000 range. The benefits of 39 owner occupied units with expendable household incomes is it will increase real taxes

by about $10 million and generate tax increments of $126,000 per year. Additionally, there will be economic development opportunities for local businesses and to hire residents during construction when openings are available. The project eliminates blighted, vacant lots the CRA assembled.

Since 2011, they constructed a 13-home community in Westgate for the CRA and acquired 53 homes and other multi-family properties with 78 dwellings, which they rehabbed and put into a rental pool. Eventually 20 of the homes sold. In Lake Worth, they are building eight, for-sale townhomes for artist families and a 2,000 square foot commercial building in the West Village. They just started construction on Mango Cove, a 36-unit apartment community on Florida Mango Road and Forest Hill Boulevard. They work with local partners, which for this project would be the Boynton Beach Faith-Based Community Development Corporation, to help hire local residents. A few years ago, they received a $229,000 grant from Neighborworks, which they invested in the Model Block on NW 10th and MLK Jr. Boulevard.

Rudy Acevedo reviewed the site is 4.2 acres composed of different parcels and existing homes. They are placing 39 units on the perimeter with roads creating a circulating and connecting pattern. The proposed townhomes and detached single-family, one and two-story homes offers variety and an interesting new streetscape. The style will relate to South Florida architecture through the choice of materials, colors and metal roofs. They proposed 13 off-street parking spaces on 5th Avenue and each unit has two spaces: one in the garage and one in the driveway. Most of the single-family homes have rear entry/access garages so garages are minimized. The same units are used on the interior of the property. The goal is to create a sense of community. There is a village green in the center with walkways to connect internally and externally. The perimeter has six-foot wide sidewalks to connect the community and neighborhood. The northeast portion of the property has a pocket park that was available to the surrounding neighborhoods. The two and one-story units ranged between 1,200 to 1,600 square feet under air, having a minimum of three bedrooms and two bathrooms. Two models were reviewed as well as some of the elevations. There was a difference in the rooflines, gables, medallions and details to provide variety. The development pro forma was viewed. The cost for the 39 homes, infrastructure and streetscape totaled $11,600,000. The projected sales with an average sales price of $260,000 is $10,300,000. There is a gap of $1.4 million and they are asking the City and CRA to invest by waiving water capacity fees and contributing $1.25 million for the street utility extensions, streetscapes and streetlights. They also requested the land be donated and the return would be the Tax Increment Funding of $126,000 per year. Their schedule, depending on when a development agreement was finalized, would take about four to six months since it will be processed as a Planned Unit Development, due to the internal lots they are developing. They should start construction after completing the infrastructure in October 2019, close on the for sale homes in March of 2020, and have 39 homes completed around early February 2021.

Board Member Katz received confirmation the Board is to choose one applicant, and the Board is not necessarily agreeing to the concept, but would proceed with negotiations

that may further Board discussion to craft the project. He saw several positive items in the backup and the financials, and he thought it was a strong proposal.

Board Member Casello asked about the plan for the Community Caring Center, which is on NE 4th Avenue and NE 1st Street and learned they would install sidewalks, curbs, landscaping and street lights. The building would remain until it was relocated. Board Member Casello asked if they would be interested in purchasing the parcel and learned there was some interest. He also noted the developer's fee was 11.5%, which worked out to about $28,000 per house; however, the developer's fee was negotiable.

Chair Grant asked, in reference to the site plan, if they would bury the FPL lines or use poles and was informed they planned to use the lamp posts on Seacrest and provide new ones on the perimeter to complement the ones on Seacrest. There are overhead electric lines running through the middle of the property, which was an issue. The new homes would have underground electric lines, but he was unsure how they would address the one building that faces Seacrest.

Chair Grant thought the plan was nicely presented, but needed some adjustments. He liked the developer was providing well above the open space request of 47,000 square feet that could be used to build more town homes. He noted there are some historic trees he hoped could be saved and included in the park.

Board Member McCray thanked them for the financials and agreed adjustments were needed. Vice Chair Romelus had no comments.

Paragon Legacy, LLC

Maria Cole, Executive Director of Paragon Florida, explained Paragon is a Community Development Financial Institution (CDFI) that partnered with Legacy Community Initiatives and Pathways to Prosperity. Their traditional developer Manny Ponk from Miami Dade and VESCO, is a group of veterans that are builders who have joined together and developed Paragon Legacy. The concept is not just about community development, but development of community along the way. They believe if you give a man a fish, you feed him for a day, but teach him how to fish, they eat for a lifetime. They believe if people are given the skills and knowledge to create an industry around the talents they have, it creates an industry to last a lifetime and builds legacy in the community. Paragon Legacy addresses affordable housing in a safe and clean green environment and develops, along with community partners and small business initiatives, healthy food financing to address food deserts or any other items in the community. The project they designed for the Cottage District is the Boynton Beach Cottage Healthy Community. They designed it that way as they had input from the community and spoke to several different organizations in the Heart of Boynton. They brought their ideas to the table along with the knowledge that they live next to the single largest economic driver, which is Bethesda Hospital. Rather than designing a community that is cut off from those resources that are beyond their neighborhood, they designed a community that

participates in those larger economic drivers. VESCO is a group of veterans that are green builders of affordable housing units. They created Victory Village to address many issues that present themselves in the community.

Edel Travieso, a six-year Air Force Veteran representing team VESCO and the green veterans, explained they teamed up with Legacy, Paragon and Pathways to Prosperity to bring the project to fruition. They brought the design element to the project and the know how. They approached the project from many angles. The project will be sustainable, incorporating industry. The features will include a community research and development center, have green building elements, places for events and gatherings, opportunities for water management, integrated solar energy and would include local food production. All of these elements will stay and multiply in the community. The green veterans will provide training to the community that deals with many of the green aspects used in the design and give them an opportunity to grow an industry. The project is wrapped up with services Pathways to Prosperity provides. The buildings are modular manufactured homes based on off-cycled containers, which has been successfully used in Europe for multi-level, mid and high-rise apartment buildings. The homes provide advantages as they are economically attainable, faster to build, and hurricane, earthquake and insect resistant. The price range for a is 1,280 square feet home was in the low $100,000. The houses are affordable, but it provides jobs in the community.

The site plan revealed a green space concept with all the homes facing toward Victory Village so the neighbors can see each other. There are pathways, a children's park, a greenhouse and a welcome center to provide training, do gardening, have respite, event gathering and aquaponics space. There are many benefits the community, as a whole, could benefit from. Different designs were viewed and Mr. Travieso advised the homes could be made to look like any style. They are safe and affordable. Images of past projects were also presented.

Ms. Cole explained in discussions how to approach the design. It was determined the community needed a sense of place. It was important to involve the community and identify people interested in working and becoming certified as energy efficiency experts, in urban farming and to create a small industry around it. They needed to review the needs of the community and as a CDFI, which acts as a bank in underserved communities, they could bring other resources to the table. The programs offered are training, job and small business training, and they wanted to create a revolving loan fund. People who want to cash checks have to spend more than 10% of that check in fees at the grocery store which could be monies that could be in their pocket. Other training like budgeting and financial literacy can be offered. Images of other communities they developed in Macon, Georgia were viewed. The Knight Foundation granted them $700,000 and they leveraged it for over $2,000.000 and with other partners, created a $200 million-dollar property. The university community and residents became engaged with one another, which is what they are seeking to do. Another of their projects from the South Florida Regional Planning Council involved training 32 homeless people who were trained in the food industry services. A caterer oversaw food service training and they

created a farm to table restaurant in the area. Other images showed community participation and involvement.

Board Member Casello loved the concept. He asked when the LLC was formed and learned it was created last month for this project. They had been operating in partnership with a Memorandum of Understanding (MOU) prior to the LLC. Board Member Casello noted the proposal did not indicate completed projects as a development team. Ms. Cole responded he was correct, they have not completed projects as a LLC, but have completed projects separately and in partnership with the MOU. He asked about the container housing and learned they would need a temporary manufacturing facility to pre-manufacture most of the units because they are modular and then assembled onsite. Board Member Casello asked how they would propose to get a zoning change for temporary manufacturing zoning in a residential area and learned they would seek the City's assistance in the matter. He asked how many containers were needed for a two-story home and was informed four containers were needed. Board Member Casello asked how the containers would be brought into a residential area and learned there are companies similar to a tow truck that would bring them in. They would use the last containers to build the homes leaving the development. It was noted the homes are not built based on speculation.

Board Member McCray noted Cherry Hills had shot gun homes and was an eye sore. He could not envision a container community next to the $260 million Town Square development and was dissatisfied with the presentation. Mr. Travieso explained a container is just like any other material and can be created to look like a standard construction build. They can meet all the design specifications better and they exceed all codes.

Chair Grant asked if they submitted the MOU and learned they did not because they formed the LLC.

(Board Member McCray left the dais at 8:04 p.m.)

Chair Grant asked how much noise would be created and learned there would be no more noise than any other type of construction. He noted they do not own the entire block. Mr. Travieso explained they used a lower density in order to have the green space and the residents will get many benefits. Originally, the plan called for 15 homes, but the site can accommodate up to 23 homes. The centerpiece of the design was the 1.2 acre green space.

(Board Member McCray returned to the dais at 8:06 p.m.)

Chair Grant asked who would be liable if someone fell on the green space. Mr. Travieso noted part of the design was to include a park and the green vendors will operate some of the buildings such as the visiting center. The greenhouse will be staffed by people they train and hire. Chair Grant explained the problem was the land is zoned high density

residential, which will not permit a mixed-use project. It does not allow commercial. Mr. Travieso commented they could modify the design, replacing those buildings with homes and still be in the green space.

Vice Chair Romelus was confused and disappointed, but excited. The intent was to create affordable homes and she liked the modular home concept. She noted they were only providing 15 to 23 units. She understood the purpose of the green space, but it seemed the focus of the RFP was lost in the concept of Victory Village, with its green space and gardening. The intent of the property was to allow for small-sized residential units to house workforce or below housing for recipients. She thought 23 homes was not enough. She liked the concept and ability to use new construction materials and think outside of the box, but expressed the site plan does not fit the intent of the RFP.

Mr. Travieso explained he designed the plans for a single mom with two kids. He agreed they sacrificed density for added benefits for the community as a whole, and that was the intent. He commented they could add twice the amount of homes.

Sunrise City Community Housing

Perry Ecton, Executive Director, Sunrise City Community Housing Development, explained he was the former Director of Habitat for Humanity in Broward County. He left that position and started to do business with Sunrise City who builds in partnership with the City of Pompano Beach and they constructed 23 homes in incorporated Broward County. They build for themselves and five other non-profits in a partnership in Broward County. He explained they would like to continue the relationship and move it north because there are opportunities for workforce housing in Boynton Beach.

Sunrise City CHD is an 18-year old non-profit founded in Ft. Pierce and the Board President is Toby Philpart, the pastor at First Baptist Church, West Palm Beach. The development team consists of: Centrum Architect of Boynton Beach with Juliet Chept as Principal Architect and Erin Taylor is their Principal Planner who assists with economic development and government relations.

Julia Charf, Managing Principal with Sante Architects, explained they are responsible for the building team. She quoted David Brooks, "Within each of us are two selves: the self who craves success, who builds a resume and the self who seeks connection, community, love, the values that make for a great eulogy." She explained the resume values are the qualifications they listed in the documents to respond to an RFP. The eulogy values are deeper, when their work embodies passion and love, and when they really connect with people.

She explained the Cottage District redevelopment project can embody both values. She had previously worked on a project with Boynton Beach and she recounted her experience with Mike Rumpf, Boynton Beach Development Director. She read excerpts from a letter he wrote in support of her commending Ms. Charf on her professionalism

and work product due to her being proactive in working out and understanding the applicable City codes and standards. She was receptive to feedback, and green building principals and understanding of the City's perspective. She was happy to be back in Boynton Beach. She introduced Aaron Taylor who she worked with for more than 12 years.

Aaron Taylor, Arc Development Global, started as a zoning planner in Palm Beach County for six and a half years and spent five and a half years in economic development in Palm Beach County. He also handles real estate and land acquisition and has a diverse, rounded career background.

Mr. Ecton explained the 4.2-acre property will be used for a mixed-use infill housing development composed of single and multi-family housing units. The multi-family units will have up to three units, typically as triplexes. The middle one-story units are conceptual and handicap accessible meeting the five percent set aside for handicapped persons and the others units are two stories. There are different variations. The typical floor plans were viewed and ranged from 1,400 to 1,439 square feet. The triplex has a shared porch over the middle unit and the downstairs handicap accessible unit has access to the shared porch in the middle. An exterior version of the concept was viewed. There are single family detached units. The units mix included four single-family detached units with three bedrooms and two baths. There are 19 single-family attached townhomes with an average 743 square feet. The 19 two-story attached town homes were 1,100 square feet and there are 12 two-story attached townhomes of 1,439 square feet for a total of 61 units. They could have maxed 80 units, but opted for less density in order to create a community. The site plan was reviewed and reflected green space and interior parking. He explained it was a difficult site to develop as there were pre-existing structures they had to fit into the existing community. The total project cost was $11 million and he advised they would look to the CRA for support regarding the acquisition price that may be able to be phased in.

Board Member McCray requested the location of the properties they developed in Broward County and received the information. Mr. Ecton commented they build for six non-profits. Some of the non-profits had funding stages and they had to permit the structures as the funding became available. He also advised they are not only developers, they are general contractors and they self-perform. They are residential, commercial and roofing contractors in the State of Florida and they hire locally. The project cost is negotiable.

Board Member Casello pointed out the Community Caring Center was on the corner of NE 1st Street and the site plan built up next to it, but there was room to reduce some of the units to create open space. He asked if they would want to purchase the Community Caring Center and learned they would if they could get support from the Board and it made the project economical. He explained as a non-profit, he has to request City assistance first.

Chair Grant noted Sunrise City had provided information on Section 8 Homeowner vouchers. Mr. Ecton was unsure if Palm Beach County has accepted the program, but Broward County has for three of its six housing authorities. The program allows a housing choice voucher that can be used to purchase a home. It would gross the vouchers income up along with their additional income for 15 years depending on their situation. If the holder is not disabled, they keep the assistance for 15 years. Each year, they have to recertify and the amount may change, but if disabled it would keep for 30 years for the life of the loan. It was a way to retire vouchers and transfer them to other needy families and a way for the government to assist individuals to become self-sufficient and create equity. He commented there was no equity share from HUD on the vouchers. Whatever the family gets, it keeps, as HUD would not collect any equity in the home. They have not dealt with the Palm Beach County Housing Authority, but he struggled with three housing authorities in Broward County and with two of them to get them to understand the program, even though the program is on the books. Chair Grant commented he has been to the Housing Authority and was unsure they had an executive director. He was also unsure if the vouchers would be a viable option. He liked the social space, but felt in some instances, the social space turns into a party and the middle tenant under the porch is not so happy. Mr. Ecton explained they could address it.

Chair Grant asked about the parking and learned there will be two parking spaces per unit and no guest spots. There will be street parking. Ms. Charf explained they are very collaborative and wanted the development to embody everyone's vision. They encourage input and she commented it is a concept and starting point they could tweak while being sensitive to the streetscape.

Vice Chair Romelus commented there was no reference to living or prevailing wages and learned prevailing wages always make a project difficult to build, but if there is a dime of federal money used for the project, prevailing wages must be paid. He cannot avoid prevailing wages if he receives funds from the City, County, or the federal level. Mr. Simon explained CRA dollars would not carry any type of federal regulations regarding prevailing wage or minimum wages, or a wage standard. It would be something agreed to by the Board and the developer. The developer explained they are more concerned about a decent living wage and a local hire. If he could reduce the wages to hire more people locally, to work on the site, they would choose that option, but they are at the whim of the Board to set the standards.

Vice Chair Romelus inquired if the target sale prices were contingent on the Section 8 homeownership voucher and if the price of the homes would change if Section 8 was not used. Mr. Ecton responded the prices of the homes would not change, but they would encourage the County and Housing Authority to participate as it helps them. They wanted to do a mix. Sunrise City provides workforce housing and uses 60% to 120% of medium income, but there are some individuals at the 60% to 80% range that need to be serviced as well. Ms. Charf explained one reason they all collaborated together on the project was because they have a good track record to bring a product of this caliber at this price point.

Mr. Ecton explained the per unit cost includes site work at $130 a square foot. In Broward they build at $85 a square foot, all in. The infrastructure underground increases the price, but it is still within market. They are contractors themselves, so there is no need to hire another contractor to do the work and have a mark-up and a developer's fee on top of that. The developer's fee is their profit. Unlike other non-profits who would have to hire a contractor and then have a developer's fee, the Board would save 10% to 15% with a non-profit and another 15% to 20% for the developers. They just take it out of the development fee and leave the non-profit fee intact as they generally give it back in downpayment/closing cost assistance.

Board Member McCray thought it was the architect brought in a letter in from Mr. Rumpf and asked if there were any other testimonials. Mr. Ecton commented the best reference they have was in Broward County from Commissioner Dale Onus as they are building 23 homes there for their CRA.

Board Member Casello thanked the team for their presentation and interest in the City.

The Board members ranked the presentations. While the amounts were tallied, Centennial Management was present to give an update.

Lewis Swezy, Centennial Management, announced they were awarded the tax credit application from the State. They met with staff yesterday and reviewed the site plan. Their grant application was currently in underwriting with the State, who will analyze the financing, architectural components and then underwrite it to ensure the project is feasible. He did not anticipate any issues. To-date, they signed their architectural agreement with the architect, who is now working on a site plan. When it is finalized with the City, they will start with working drawings and then submit for building permit approval. He advised he would be present with the civil engineer to meet with the City. Forum Architecture was the architect.

Attorney Duhy announced the following tallies:

- Neighborhood Renaissance received a score of 8
- Paragon Legacy, LLC received a score of 15
- Sunrise City received a score of 7, which was the highest ranking.

Motion

Board Member McCray moved to approve the rankings. Vice Chair Romelus seconded the motion to approve the ranking.

Board Member Katz thought Neighborhood Renaissance had the strongest proposal and their concept felt like a neighborhood. He felt the container homes and the quantity of the units was a concern. As to the density of the Sunrise proposal, 15 to 20 units may be too few and 60 units might be too many. He felt the units were packed in. He hoped some

discussion would occur as there was a one point difference between Neighborhood Renaissance and Sunrise City Homes and the difference to him was the financing. He advised they do not know what was proposed for financing for Sunrise City was legally permissible in Palm Beach County. Chair Grant pointed out currently the Board is approving the rankings so the Board can have discussions with Sunrise City. The Board still has the final approval. Board Member Katz did not support the ranking because his preference was Neighborhood Renaissance due to their financial surety behind the proposal, the style and he thought it adhered to the nature of the project by creating a neighborhood feel.

Board Member Katz asked if the Board had issued similar RFPs. Attorney Duhy clarified the Chair was requesting the Board verify the initial ranking. The RFP did not require the Board to pick any developer. It was a method to obtain opinions. After the vote to accept the ranking, the Board can decide who they want to move forward with.

Vote

The motion unanimously passed.

Chair Grant opened the floor to public comment.

Susan Oyer,140 SE 27th Way, requested to see Sunrise City's architectural style and Neighborhood Renaissance. She favored Neighborhood Renaissance as she thought it fit with the surrounding homes and historic properties in the area.

Woodrow Hay, 427 NE 5th Avenue, requested and received the rankings.

Board Member Katz repeated his prior comments. The Board had previously discussed the Cottage District and he liked the Neighborhood Renaissance proposal and housing. He thought Neighborhood Renaissance had more financial certainty and awarding them would be the safest and most aesthetically appealing way to proceed. The density and design of the neighborhood by the other applicants did not feel like a neighborhood.

Chair Grant commented they asked for over $2.5 million from the CRA and the City. Sunrise City's proposal was new. They could try something new and it was a payment to the CRA. There is Section 8 homeownership and the City may be the first to use it in the County. He did not think the triplexes were needed to maximize the density and thought they could eliminate some of the middle units and have duplexes instead

Board Member Casello commented his first pick was not Neighborhood Renaissance due to the financing and aesthetic fit with the neighborhood. He commented Sunrise City would work with HUD but the Housing Authority did not have a Director.

Board Member McCray agreed with Board Member Casello. He supported Sunrise.

Vice Chair Romelus thought the intent was to have a choice of the most amenable team to work with, she thought Sunrise met that objective. She agreed the number of units was overkill and the density could be decreased to make it more compatible with the community. She thought there was creativity in the proposal. She had never heard of the Section 8 homeownership Voucher program. It may not work in Palm Beach County but she thought it was worth a try. She also commented the homes cannot have a sale price of $260,000 because it was too expensive.

Motion

Vice Chair Romelus moved to approve Sunrise City. Board Member McCray seconded the motion.

Board Member Katz asked what the route would be to pursue the Section 8 homeownership. Mr. Simon responded if the Board selected Sunrise to begin vetting the proposal to bring back to the Board and negotiate more specifics, he would spend time with them to pursue what they are proposing. Neither Mr. Simon or Ms. Shutt were familiar with the option and he was unsure it was a financial possibility. They would adjust and negotiate all they could with them regarding the Section 8 homeownership program or what their substitute financing means would be as an alternate. Staff would bring back other options to the Board if the voucher project did not supply them with funding as part of due diligence. Staff has enough information about the project's density and financing to proceed. Board Member Katz asked if the Section 8 program was not used if the price point could be maintained. The due diligence period has a 90-day maximum and a 30-day minimum. If it did not work, the Board could still approach Neighborhood Renaissance.

Vice Chair Romelus understood Board Member Katz's concern, but thought it was time to try something new. She remembered asking on the record if the target sale price would change if the Section 8 homeownership Voucher was approved or not and was informed it would not.

Vote

The motion passed 4-1 *(Board Member Katz dissenting.)*

C. Consideration of Disposal of Thomas Property to the City for Sara Sims Park

Motion

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

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

Chair Grant announced he spoke with one of the organizers and he will serve on a panel. Accordingly, he would like to attend. He asked if anyone else wanted to attend. No one came forward. Chair Grant noted the deadline to register was October 8th. Attorney Duhy advised no motion needed as funding was previously approved for all the members to attend.

D. Consideration of Purchase of the Property Located at 106 NE 3rd Avenue

Mr. Simon reviewed the property is a large vacant parcel and a half parcel owned by the same owner located behind the plaza at 100 E Boynton Beach Boulevard, situated at 103 NE 3rd Avenue on the corner of Seacrest Boulevard. Staff had discussed purchasing the property with the owner and an appraisal was conducted. The property appraised at $80,100 and after emails and discussions, a price of $100,000 was determined. Mr. Simon explained the amount exceeded his authority to negotiate any further and was before the Board for direction.

Board Member McCray asked what the desired price was and learned the owner asked for $250,000, which staff negotiated down. Board Member Casello asked if the lot was a buildable lot and learned the lot could not accommodate the number of units the owner felt it could and it was not a very buildable or viable lot because it could not accommodate that density a residential builder/investor would want. He suggested the Board make a counter offer. Board Member Casello asked what the purpose of acquiring the property was as the CRA does not have land abutting the property. Mr. Simon explained with the proximity to the Town Square and the condition of the property now, even if the CRA converted the land to a mini Heritage Park, it would be an enhancement as there would be no vagrants or parked cars. It could be a noticeable green space and Mr. Simon hoped the Board could work their way down the block or they may be able to assist with another developer. Board Member Casello noted the CRA cannot even take care of the green spaces the Agency currently owns, nor the medians on Seacrest. He questioned purchasing another property they cannot maintain. Chair Grant noted it is across the street from the Town Square. Chair Grant commented the Board wants to see the property have a future land use of mixed-use medium. If the Board tries to purchase it after the Town Square is constructed, the property would be more than $100,000.

Board Member Katz supported a price between $80,000 and $100,000 and agreed with Chair Grant. He thought the land would eventually be a prime piece of property that may not pay off for a period of years, but a land bank permits a larger parcel to be assembled and there is money dedicated for land acquisition. Board Member Casello asked how much it costs to create and maintain a green space. Mr. Simon explained the Harbor Master building and the parking lot across the street would be maintained when the improvements are made. There is reclaimed water along Seacrest Boulevard they would

use and they would try to take advantage of relocated plant material from City Hall that will be destroyed due to the construction of Town Square. He estimated with grass the cost would be under $15,000.

Board Member McCray supported acquiring the property and holding onto it because people have started drinking beer and liquor under the tree. Chair Grant agreed. It is a prime location where, if things do not necessarily go as they are supposed to, the CRA can use the surveillance camera to help avert illegal activities.

Chair Grant asked for a motion for an amount and if it includes closing costs. Attorney Duhy requested also including giving the Executive Director the authority to enter into the contract within the terms the Board approved at the meeting.

Motion

Vice Chair Romelus so moved and with all included to pay no more than $100,000. Board Member McCray seconded the motion that passed 4-*1 (Board Member Casello dissenting.)*

15. CRA Advisory Board

A. Pending Assignments

Chair Grant wanted the Board to make a recommendation about the Community Caring Center letter about what the CRA has in next year's budget regarding encumbered and unencumbered funds and future development projects.

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

Motion

There being no further business to discuss, Board Member Casello moved to adjourn. Board Member McCray seconded the motion that unanimously passed. The meeting was adjourned at 9:18 p.m.

Catherine Cherry
Minutes Specialist

CRA BOARD MEETING OF: October 9, 2018

CONSENT AGENDA

AGENDA ITEM: 10.D.

SUBJECT:

Approval of Extension for Divine N Corp, d/b/a That's Amore's Commercial Facade Improvement Grant Programs located in Casa Costa

SUMMARY:

On October 10, 2017 the CRA Board awarded a Commercial Facade Improvement Grant to That's Amore Pizzeria for eligible improvements including signage and exterior lighting in their new location at 308 N. Federal Highway at Casa Costa (see Attachment I).

Per the grant guidelines, the applicant has 120 days from permit approval to complete their project and submit for reimbursement. The grant was scheduled to expire on March 2, 2018. On March 1, 2018, Natacha Kablova, owner of That's Amore, sent a letter requesting the 60-day administrative extension to April 30, 2018 in order to submit for reimbursement which was approved by staff. At their May 8, 2018 meeting, the CRA Board approved a 60 day extension in order to receive their Certificate of Occupancy (CO). That's Amore Pizzeria received their CO from the City of Boynton Beach on May 24, 2018.

Since their grand opening on February 20, 2018, That's Amore has realized customer demand for an outdoor dining area. As a result, That's Amore is requesting an additional extension to utilize the balance of their available grant funding for fabrication and installation of a new a patio awning for their outdoor dining area (see Attachment II & III).

On July 10, 2018 the CRA Board approved a 120-day extension from the meeting date to allow time for the installation of an outdoor patio awning. November 7, 2018 became the new expiration date for the grant.

On October 1, 2018, Natacha Kablova sent an email requesting an additional extension due to more time needed with permitting (see Attachment IV).

Attachment V is an email from Mr. Breese, Director of Planning of Zoning, providing an update with permitting. He estimates the permitting process to take 30-60 days. Per Natacha, the install will take approximately 10 days after permit approval.

That's Amore Italian Pizzeria has provided all other reimbursement documents as required by the grant program and is requesting a 90-day extension from the November 7, 2018 deadline to allow

time for the installation of an outdoor patio awning.

FISCAL IMPACT:

FY 2017-2018 Project Fund, line item 02-58400-444, $8,466.50

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

Approve the request of a 90-day extension from the November 7, 2018 deadline for the Commercial Facade Improvement Grant to Divine N Corp, d/b/a That's Amore located at 308 N. Federal Highway, Boynton Beach, FL 33435

ATTACHMENTS:

Description

- **Attachment I - October and November Minutes and Location Map**
- **Attachment II - Request for an Extension**
- **Attachment III - Awning Quote**
- **Attachment IV - That's Amore Request for Extension**
- **Attachment V - Email from Mr. Ed Breese, Director of Planning and Zoning**

Redevelopment Association Conference will make a 10-minute presentation of the project and the CRA's role in the project and providing information to other CRAs how to duplicate the CRA's efforts to help them. He thanked the Board for their support of the project awards and the work the CRA does. Between these awards and the awards from the Florida Festival and Events Association, the Board should recognize the successful work the CRA does both regionally and internationally. It was noted the awards are displayed in the CRA Conference Room.

VIII. Consent Agenda

A. Financial Report Period Ending September 30, 2017

B. Monthly Purchase Orders

C. Approval of CRA Board Meeting Minutes - August 29, 2017

D. Approval of CRA Board Meeting Minutes - September 19, 2017

E. Approval of Contract Agreement for the Boynton Beach Holiday Tree Lighting and Concert Décor.

F. Approval of Driftwood 2005, LLC for Commercial Rent Reimbursement Grant Program

G. Approval of Divine N Corp, d/b/a That's Amore for Commercial Rent Reimbursement Grant Program

H. Approval of Divine N Corp, d/b/a That's Amore for Commercial Facade Improvement Grant Program

I. Approval of Boynton Stretch, LLC for Commercial Rent Reimbursement Grant Program

IX. Pulled Consent Agenda Items

None

Motion

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

X. Information Only

A. Public Comment Log

D. Approval of Fashion Shoppes Boutique, Inc. for Commercial Facade Improvement Grant Program

E. Approval of Boss Tacos, Inc. for Commercial Facade Improvement Grant Program

F. Approval of Divine N Corp, d/b/a That's Amore for Commercial Interior Build-Out Grant Program

G. Approval of Home Racer, LLC for Commercial Rent Reimbursement Grant Program

Motion

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

XI. Pulled Consent Agenda Items

None.

XII. Public Hearing

XIII. Old Business

A. Financial Report Period Ending October 31, 2017

Mr. Simon explained this item is usually under Information Only, but was moved to Old Business in case the members had any questions.

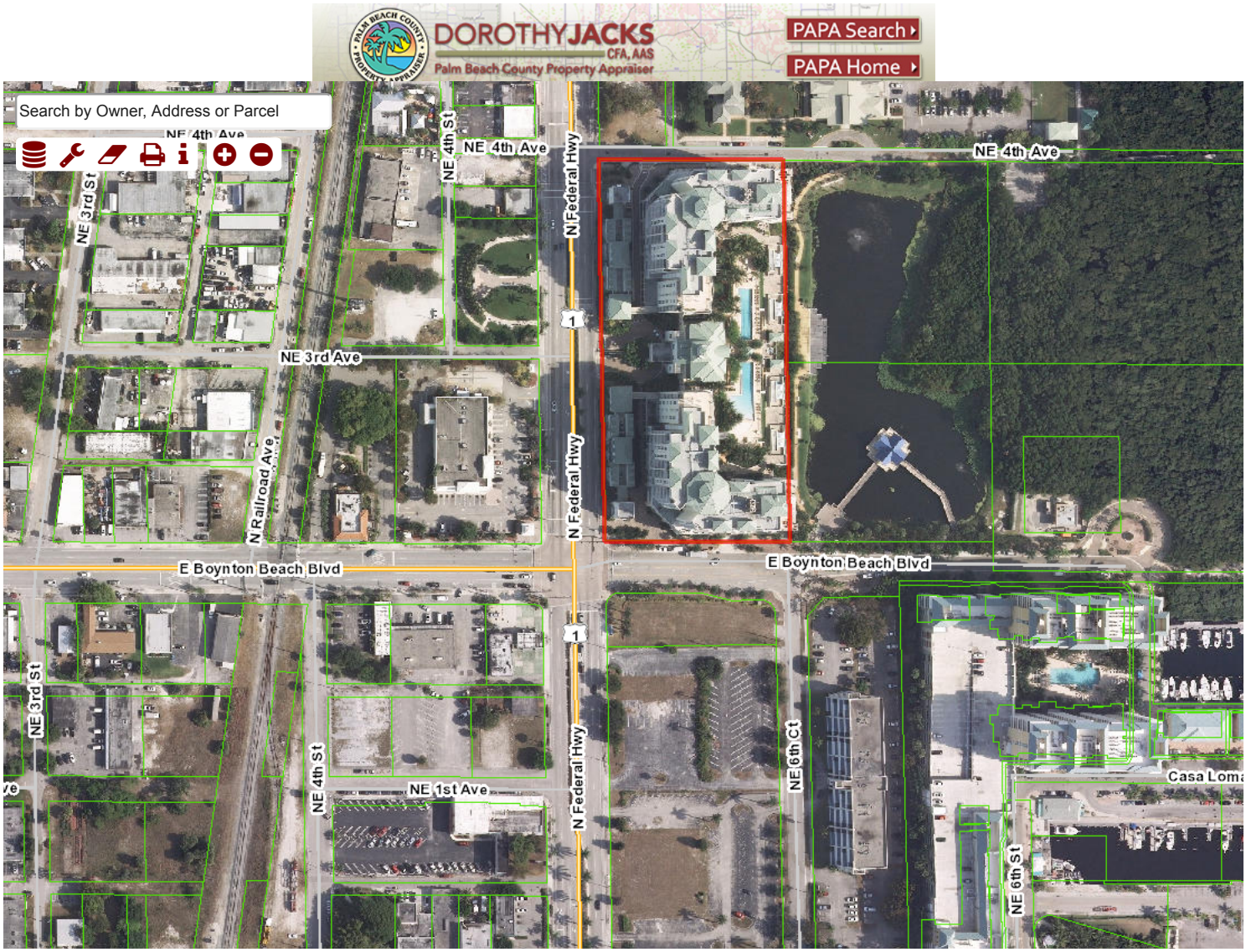
Board Member McCray asked if the CRA was on track and learned they were. An audit will take place at the end of November and a report will be made in January. It was noted the CRA did very well last year.

B. Neighborhood Officer Program 4th Quarter Reports for FY 2016 – 2017

Mr. Simon explained the report was in the backup. Sergeant Diehl was present if there were any questions. Board Member McCray was glad to see the newest member present. Board Member Romelus thanked the Officers for attending various events.

C. Consideration of Amendment to the Interlocal Agreement for the Neighborhood Officer Program for FY 2017 – 2018

Mr. Simon explained this item was a housekeeping item. The Interlocal Agreement with the City for this program is an annual agreement. Now that a third officer was added,


DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser
PAPA Search
PAPA Home
Search by Owner, Address or Parcel
NE 4th Ave
NE 3rd St
NE 4th St
N Federal Hwy
1
NE 3rd Ave
N Railroad Ave
E Boynton Beach Blvd
NE 1st Ave
NE 6th Ct
NE 6th St
Casa Loma

Nicklien, Bonnie

From: Utterback, Theresa
Sent: Wednesday, June 27, 2018 3:33 PM
To: Nicklien, Bonnie
Subject: FW: Commercial Facade - Awning @ Casa Costa, Extension of Time
Attachments: Hoover estimate.pdf

Theresa Utterback
Development Services Manager
Boynton Beach Community Redevelopment Agency
710 N. Federal Hwy. | Boynton Beach, Florida 33435
561-600-9094 | 561-737-3258
UtterbackT@bbfl.us | http://www.catchboynton.com

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: That's Amore ... <ciao@pizzeriathatsamore.com>
Sent: Wednesday, June 27, 2018 3:12 PM
To: Utterback, Theresa <UtterbackT@bbfl.us>
Cc: Simon, Michael <SimonM@bbfl.us>
Subject: Re: Commercial Facade - Awning @ Casa Costa, Extension of Time

Dear Theresa,
as per our conversation, I would like to request an extension for our exterior grant in order to install an awning outside of our restaurant. So far the exterior grant includes only the sign and we have not used all the funds allocated to our project for interior build-out. Attached is an estimate from one of companies that I have contacted.

We need this awning in order to increase our sitting capacity as during the winter months we just don't have enough seats inside the restaurant. Please let me know if you need any additional info / details from me.

Thank you !

All the best,

Natacha Koblova
Mobile: 561-307-8773

Pizzeria That's Amore
561-536-4100
308 N Federal Hwy
Boynton Beach, FL-33435

Facebook: @pizzathatsamore
www.pizzeriathatsamore.com

From: Utterback, Theresa <UtterbackT@bbfl.us>
Sent: Friday, June 22, 2018 4:43:56 PM
To: That's Amore ...
Cc: Simon, Michael
Subject: RE: Commercial Facade - Awning @ Casa Costa, Extension of Time

Fantastic, yes a detailed email will suffice as your formal request.

I left you a voicemail.

Happy Friday!

Theresa Utterback
Administrative Services Manager
Boynton Beach Community Redevelopment Agency
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561-600-9094 | 561-737-3258
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From: That's Amore ... <ciao@pizzeriathatsamore.com>
Sent: Friday, June 22, 2018 1:21 PM

To: Utterback, Theresa <UtterbackT@bbfl.us>
Subject: Re: Commercial Facade - Awning @ Casa Costa, Extension of Time

Hello Theresa
Ok, everything seems to work so far. I spoke with Ed Breeze, he said 3 months should be enough and already sent me all requirements for the awning. I spoke with awning company they are ready to start with project once I give deposit
And landlord gave verbal ok to the project, meeting with the property manager at 3 pm today to finalize details - the max size of the awning etc
Please let me know if I have to write a formal letter requesting grant extension? Or if anything else that needs to be done on my side
Thank you for everything!!!
Natacha

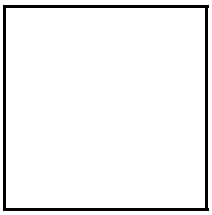
Have a wonderful day
Natacha Koblova

Pizzeria That's Amore
308 N Federal Hwy
Boynton Beach, FL 33435
www.pizzeriathatsamore.com

On Jun 18, 2018, at 1:28 PM, Utterback, Theresa <UtterbackT@bbfl.us> wrote:

> Hi Natacha:
>
> Per our telephone conversation, I have attached the acknowledgement forms for the City.
>
> Before I request an extension to include the awning in the commercial façade grant I need to be sure the City will allow an awning on the building, etc….
>
> Please make arrangements to see the permitting dept. (John Kuntzman 742-6376) and the planning dept. (Ed Breese – 742-6262) to explain your intentions for the awning and what exactly will be required from you. I do know that a permit will be needed but I want to be sure that the awning structure is allowed.
>
> Thanks Natacha. I think this is important to expand your seating!
>
> Sincerely,
> Theresa

Theresa Utterback
Administrative Services Manager
Boynton Beach Community Redevelopment Agency
710 N. Federal Hwy. | Boynton Beach, Florida 33435
561-600-9094 | 561-737-3258
UtterbackT@bbfl.us | http://www.catchboynton.com



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Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

<Planning & Permit Acknowledgement Forms.pdf>

Winner of over 80 National and International Awards

Hoover Canvas Products Co., DBA

HOOVER ARCHITECTURAL PRODUCTS
FABRIC & METAL

Serving all South Florida Since 1949

Ft. Lauderdale Office
844 NW 9th Avenue
Ft Lauderdale, FL 33311
954-764-1711

Palm Beach Location
5107 N. Australian Avenue
West Palm Beach, FL 33407
561-844-4444

Proposal

www.HooverAP.com

INVOICE TO		PROJECT NAME	
That's Amore			
STREET		STREET	
308 N Federal Hwy.			
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
Boynton Beach, FL			
PHONE	CONTACT	EMAIL	CELL
561 307 8773	**Natacha Koblova**		

PATTERN NBR.	VALANCE	SCALLOP	BRAID	TRIM	PAINT FRAME
Coastline Plus Vinyl	**10''**	Wrapped	NA	NA	**Match Cover**

Fabricate and Install

1. One 37' x 16' Patio Canopy anchored to east wall of restaurant and standing on three columns anchored to concrete footers provided by Hoover. Cover to be Coastline Plus Vinyl in the customer's choice of standard colors.

- SCHEDULE 40 GALVANIZED STEEL FRAMEWORK
- ALL WELDS TO BE MITER CUT, MIG WELD, GRIND WELDS
- ZINC PRIME WELDS AND HOOVER STANDARD PAINT FRAME.
- COVER TO BE COASTLINE PLUS VINYL.
- TENARA GOR-TEX THREAD ON ALL SEWN SEAM.

You'll Never Regret Buying Quality

**** Permit Fess, Engineering Fees, and/or Applicable Government Fees Additional if needed****

Hoover AP does not connect or disconnect electrical components. Customer is responsible for any electrical work. Hoover does not remove or replace pavers. Customer is responsible for re-installation and repairs of pavers. One year warranty on our materials and workmanship. Five year warranty on all seams against failure. Ten year warranty on frames against structural failure. All warranties apply to Dade, Broward, Palm Beach and Martin Counties. For warranties in locations outside of these counties, see section 19 in "Terms and Conditions of this sale".

A Proposal in excess of $5,000.00 will not be binding on Hoover until signed by an executive officer.

THIS IS A LUMP SUM CONTRACT UNLESS OTHERWISE STATED.
We Propose hereby to furnish material and labor as described above.
A Proposal in excess of $5,000 will not be binding on Hoover until signed by an executive officer.

Sales Person: **Michael Hess** Date: 5/29/2018
Email: Mike@hoovercanvas.com Date:
Hoover AP Exec:
Payment Terms: ½ down / Balance upon Completion

PRICE	**$16,933.00**
PERMIT	**Per city fees**
ENGINEER	**$150**
TOTAL	
DEPOSIT	
BAL DUE	

CANVAS AND VINYL AWNINGS WILL WRINKLE.
Acceptance of Proposal- The above prices, specifications and conditions on the reverse side hereof are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CBC1258905 C.C. #77-76-AE U-15047 C.C. #1630

CUSTOMER

PRINT NAME _____

SIGNATURE _____ DATE _____

I OWN THE PROPERTY ☐ YES ☐ NO

• The "TERMS AND CONDITIONS OF THIS SALE" accompany, and are part of, this proposal •

PLEASE RETURN SIGNED ORIGINAL UPON ACCEPTANCE

TERMS AND CONDITIONS OF THIS SALE

1. Hoover Canvas Products Co., (hereinafter "Hoover" or “we”) hereby warrants all materials to be as specified and that all work shall be performed in a workmanlike manner, according to accepted standard practices. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER AGREEMENTS, REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED. HOOVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. “Customer” or “you” understands that all vinyl coated and fabric materials will expand and contract when exposed to changing temperatures and weather conditions. These materials may be used to construct awnings, trim, and binding and Hoover cannot warranty these materials against wrinkling and shrinkage. Any necessary sewing or stitching of material will be done with white thread.

3. Acrylic material is not waterproof. It has a tendency to leak when wet. (Sunbrella, etc.) Customer shall have a pro rated warranty on fabric, whether manufactured from vinyl-coated fabric or other fabric types, provided the awning has been maintained and cleaned regularly. The Customer’s failure to maintain and clean the awning regularly could result in the fabric not meeting its intended life expectancy and voiding this warranty. Hoover recommends cleaning every three months.

4. Lateral arm awnings ("Retractable Awnings") are designed for sun protection only, not for rain protection. Hoover cannot warrant Retractable Awnings against collapse or damage resulting from rain, severe weather, or winds in excess of 30 m.p.h. During such time, the Customer is advised to keep these awnings retracted. Hoover recommends that Customer use only acrylic fabric with Retractable Awnings, use of any other fabric voids Hoover's warranty. Motion/wind sensors do not, in anyway, guarantee against damage from winds in excess of 30MPH.

5. Hoover shall not be responsible for loss or damage to Customer's business or property or injury or death to persons. For any risk, liability or responsibility assumed by the Customer and/or Owner under this Contract, or disclaimed by Hoover under this Contract (collectively, the “Assumed Risks”), the parties acknowledge and agree that: a] some of the Assumed Risks may be covered under insurance held by the Customer or the property owner; b] Hoover shall have no liability (in contract or in tort) to the Customer, property owner and/or third parties for any of the Assumed Risks, regardless of whether Hoover takes any action to avoid, limit or remedy any of the Assumed Risks; and c] such action or inaction on the part of Hoover shall not constitute a breach of this Contract or of any duty of care owed to the Customer, a property owner or third parties. Notwithstanding any other contrary provision in the Contract, Customer agrees to indemnify, hold harmless and defend Hoover from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses, and expenses, including reasonable attorneys’ and expert fees, whether now known or hereafter known, foreseen or unforeseen, attributable in whole or in part to the Assumed Risks (the “Indemnity”).This Indemnity shall be capped at $1 million dollars (US) and is given to Hoover in consideration for the warranty offered by Hoover hereunder (if applicable) and/or for the job pricing, which would be higher absent the Indemnity.

6. The parties agree that Customer's sole and exclusive remedy against Hoover shall be for the repair or replacement of any awning materials, which are defective when delivered. In no event shall Hoover be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory. Any defects or discrepancies in the awning materials as delivered or installed must be reported to Hoover within twenty (20) days after the Customer receives the awning materials or it will be conclusively presumed that the awning materials were as ordered and were received in good condition. Notice to Hoover of any defects, discrepancies or objections must be delivered in writing via certified or registered mail to the address shown on the face of this agreement.

7. It is hereby expressly provided that although the said materials have been hereinbefore described, the materials delivered by Hoover hereunder shall be deemed to correspond with their description, when they correspond with the sample which has been produced to, examined and selected by the Customer. Since aesthetics is an important factor in our industry and since Hoover's services are essentially to transform canvas and metal into pleasing designs, it is sometimes necessary to alter Customer's layout and/or specifications to make them conform to available materials, acceptable tolerances and engineering or regulatory constraints. Hoover reserves the right to make such changes. Hoover also reserves the right to cancel this contract if engineering changes required by a governmental entity or permitting authority increase Hoover’s materials and/or labor costs by more than 5%. Hoover is not obligated to advance any permitting or engineering fees on Customer’s behalf.

8. Hoover will not be responsible for the usefulness of any frame not built or installed by us, unless we are authorized by the customer to rebuild same to Hoover’s specifications. Hoover does not warrant against water leaks where awning meets wall when existing frames are recovered, unless such leaks are listed and addressed on contract. All awning materials used by Hoover have been treated with a mildew inhibitor. Mildew is micro-organic bacteria, which can grow on any material, metal, glass or plastics, BUT WE OFFER NO GUARANTEE WHATSOEVER THAT MILDEW WILL NOT OCCUR.

9. It is hereby expressly acknowledged, understood and agreed that this is a contract for a special order of custom fabricated goods and materials and the Customer cannot alter, revoke or cancel the same without the specific written consent of Hoover.

10. The estimated delivery date of this order is subject to contingencies beyond the control of Hoover, including, but not limited to fires, strikes, lockout, inability to secure material, labor or transportation, inclement weather, accidents, Acts of God and unavailability of the Customer. In the event of the occurrence of such contingency, the estimated delivery date shall be extended by equal duration to the extent of the duration of such contingency.

11. Customer agrees to pay Hoover the full balance of the purchase price immediately upon completion and delivery of the material and work to the Customer and time of such payment shall be of the essence. No back charges will be accepted. Hoover shall retain title to all goods pending receipt of the entire purchase price.

12. The Customer covenants and agrees that upon his default by the failure to pay any part of or the entire purchase price when due, or otherwise, Hoover shall, at its option, have the right to:

A. Without judicial action, take possession of all said property and all payment made by the Customer up to the time of said default shall be applied as rent and depreciation on said property for and during the time the property is in the Customer's possession. Permission is granted to re-enter the property to remove said property; Hoover is granted permission to re-enter the Customer's land or structure to remove said property; and/or,

B. Bring legal action to collect all monies due Hoover under the terms of this agreement; and/or,

C. Enforce and foreclose a lien against the said property without further notice to the Customer; and/or,

D. Void any warranties and pursue any other remedy available to said company in law or in equity.

13. The Customer covenants and agrees to pay reasonable attorney’s fees and costs to Hoover in the event Hoover incurs such fees and costs in enforcing its rights under the terms of this contract, including attorney’s fees incurred in obtaining and enforcing a judgment and/or pursuing on defending an appeal. Any legal action brought by either party shall be governed by Florida law and, shall, at Hoover’s election, be brought in Broward County, Florida, or a different county if necessary to enforce Hoover's lien rights or other remedies.

14. This proposal by Hoover shall expire thirty (30) days after date of issue, but is subject to withdrawal during such time if notice to that effect is given before written acceptance by the Customer. The only terms of the agreement between the Customer and Hoover are those set forth in this document, and these terms may be changed or modified only by a writing signed by both parties.

15. After acceptance of this proposal, any delay by the purchaser may result in a change of price corresponding to any change in the cost of labor or raw materials.

16. A charge of 1-1/2% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts.

17. Occasionally after installation, “pinholes” can be found in the awning cover. This is not a result of fabric quality, and does not affect the long-term performance of your awning cover. Should this occur, we will address the pinholes to keep water from coming through your awning cover.
Once we have addressed this issue, we guarantee, that your awning cover will not fail as a direct result of the original pinholes, for a period of five (5) years from the date of installation.

18. Over time, awnings experience a great deal of environmental hardship from day-to-day exposure to the elements. This exposure may cause the awning cover to fade and lose color, become brittle and hard or even lose material surface from what is known as “plasticizer migration”. Given these conditions, we know that removing a cover may result in any combination of the following conditions: “pinholes”, cracks, small tears, wrinkles and/or “crazing”. In addition, once awning covers are removed from the frame and reinstalled, they tend to readily attract dirt, smudges and marks. Therefore, if we remove awning cover from the frame for storage, cleaning and/or maintenance, we cannot guarantee or provide remedy against the above possible conditions. Any awning taken down, regardless of age, will get extremely dirty and Hoover Canvas Products cannot be held responsible for this occurrence. We recommend that awnings be thoroughly cleaned prior to any work being done, requiring awnings to be taken down.

19. Concerning warranties for jobs outside of Dade, Broward, Palm Beach and Martin counties. Hoover will not be responsible for any expenses incurred by Hoover to bring Hoover’s labor, to and from the job site, or to bring the awning(s), to and from Hoover, including (without limitation): airfare, room and board, taxi’s, rental cars, taxes, duty, labor cost to and from the job site, etc.

21. Customer acknowledges receipt from Hoover of exhibit “A” called “Statutory Disclosures”.

Customer’s signature: _____ Date: _____/_____/2018

STATUTORY DISCLOSURES
Hoover Canvas Products Co.
Exhibit "A

CONSTRUCTION LIENS. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

THREE (3) DAY RIGHT OF RESCISSION (applicable only to residential homeowners). YOU ARE ENTERING INTO A CONTRACT THAT MAY RESULT IN A LIEN ON YOUR HOME. YOU HAVE A LEGAL RIGHT UNDER FEDERAL LAW TO CANCEL THIS CONTRACT, WITHOUT COST, WITHIN THREE BUSINESS DAYS FROM THE DATE YOUR CONTRACT IS FULLY EXECUTED (SIGNED BY BOTH PARTIES). IF YOU DECIDE TO CANCEL THIS TRANSACTION, YOU MAY DO SO BY: A] NOTIFYING HOOVER IN WRITING AT THE POSTAL ADDRESS OR E-MAIL ADDRESS SHOWN BELOW; B] USE ANY WRITTEN STATEMENT THAT IS SIGNED AND DATED BY YOU AND STATES YOUR INTENTION TO CANCEL; AND C] SENDING THE NOTICE NO LATER THAN THE THIRD BUSINESS DAY FOLLOWING FINAL EXECUTION OF YOUR CONTRACT. IF YOU SEND OR DELIVER YOUR WRITTEN NOTICE TO CANCEL SOME OTHER WAY, IT MUST BE DELIVERED TO HOOVER AT THE ADDRESS BELOW NO LATER THAN THE ABOVE SPECIFIED TIMEFRAME. IF YOU PROPERLY AND TIMELY CANCEL THE CONTRACT, HOOVER WILL REFUND YOUR DEPOSIT (SUBJECT TO CLEARANCE OF ANY DEPOSIT MADE BY CHECK) WITHIN 10 BUSINESS DAYS, NOT INCLUDING THE DATE HOOVER RECEIVES YOUR WRITTEN NOTICE OF CANCELLATION. ANY SUCH NOTICE OF CANCELATION SHOULD BE ADDRESSED TO HOOVER CANVAS PRODUCTS CO., ATTN LUCIE FABIEN, 844 NW. 9TH AVE., FT. LAUDERDALE, FL 33311 EMAIL: LUCIE@HOOVERCANVAS.COM.

CONSTRUCTION INDUSTRIES RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS. CONSTRUCTION INDUSTRY LICENSING BOARD, ATTN. RECOVERY FUND, 1940 NORTH MONROE STREET, SUITE 60, TALLAHASSEE, FL 32399, (850) 921-6539.

Nicklien, Bonnie

From: That's Amore … <ciao@pizzeriathatsamore.com>
Sent: Monday, October 01, 2018 4:02 PM
To: Nicklien, Bonnie
Cc: Breese, Ed; Andrew Podray Casa Costa
Subject: Grant extension request

Dear Bonnie
I just spoke with Mr Breese, head of planning and zoning department regarding our permit for the awning. It doesn't look like we will be able to complete the project before November 7. The permit process will take more time as we need to make some changes

Could you please extend our deadline for the grant ? If any questions Mr Breese said you can contact him directly 561-742-6261, I am copying him on this email as well as our landlord Mr Podray

Please let me know if I need to take appointment with the director of the CRA to provide more details .

Thank you in advance !

Have a wonderful day
Natacha Koblova

Pizzeria That's Amore
308 N Federal Hwy
Boynton Beach, FL 33435
www.pizzeriathatsamore.com

Nicklien, Bonnie

From: Breese, Ed
Sent: Tuesday, October 02, 2018 10:50 AM
To: Nicklien, Bonnie
Subject: RE: Grant extension request

Bonnie,

The applicant would typically be looking at 30 to 60 days for the Minor Site Plan Modification approval and permit review/issuance from the date of submittal, with the current work load and prioritization of Town Square permit reviews currently underway. I cannot speak for the time required for the contractor to install the awning once approvals are received. Please let me know if you have further questions. Thanks, Ed

Edgar Breese
Director of Planning and Zoning
Development, Planning & Zoning
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6261
BreeseE@bbfl.us | boynton-beach.org/

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Nicklien, Bonnie
Sent: Tuesday, October 02, 2018 10:13 AM
To: That's Amore ... <ciao@pizzeriathatsamore.com>
Cc: Breese, Ed <BreeseE@bbfl.us>; Andrew Podray Casa Costa <pod4270@aol.com>; Simon, Michael <SimonM@bbfl.us>; Utterback, Theresa <UtterbackT@bbfl.us>; Shutt, Thuy <ShuttT@bbfl.us>
Subject: RE: Grant extension request

Hi Natacha,

Thank you for the update on your project.

We will present your request for an extension to the Board at their October 9th meeting.

Mr. Breese, Can you please provide an estimate of the additional time needed for the permitting process so that

we can add that to the request? We will need this at your earliest convenience today as we are publishing our October agenda by the end of the day.

Please let me know if you have any questions.

Best Regards,
Bonnie

Bonnie Nicklien
Administrative Services & Grant Manager
Boynton Beach Community Redevelopment Agency
710 N. Federal Hwy. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | http://www.catchboynton.com

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

-----Original Message-----
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Could you please extend our deadline for the grant ? If any questions Mr Breese said you can contact him directly 561-742-6261, I am copying him on this email as well as our landlord Mr Podray

Please let me know if I need to take appointment with the director of the CRA to provide more details .

Thank you in advance !

Have a wonderful day

Natacha Koblova

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www.pizzeriathatsamore.com

CRA BOARD MEETING OF: October 9, 2018

OLD BUSINESS

AGENDA ITEM: 13.A.

SUBJECT:

Approval of Modifications to the Economic Development Grant Programs for FY 2018-2019

SUMMARY:

At the September 11, 2018 CRA Board meeting, the Board made a motion to make the following changes to the Economic Development Grant Programs for FY 2018 - 2019:

Commercial Property Improvement Grant Program (Attachment I)

- Adding roofs as an eligible item as long as it does not exceed 50% of total grant amount (page 4)
- Adding local business preference (page 4)
- Changing 50% matching reimbursable funding amounts for Tier One Businesses to $50,000, Tier Two Businesses to $25,000 and Tier Three Businesses to $15,000 (page 5-6)
- Creating a Tier Three Business conditional category for tattoo shops, auto body shops, kava tea bars, pawn shops (page 6)

Commercial Rent Reimbursement Grant Program (Attachment II)

- Increasing 50% matching rent reimbursement funding amounts for Tier One Businesses to $1,750 per month and Tier Two Businesses to $1,250 (page 4)

In the time since the September 11th Board meeting, the Neighborhood Sustainability Team made up of key City's Departments and CRA staff met to discuss the existing conditions, problem issues and impediments to investment or redevelopment within the Federal Highway Corridor District of the CRA Boundary Area. In addition to identifying key issues, the Team will be meeting on October 12, 2018 to take a tour of the Federal Highway Corridor to better visualize the existing conditions as a unit.

CRA staff would like to discuss additional grant criteria for the Board's consideration that would provide a greater funding priority for properties located within the Federal Corridor or other selected Districts.

FISCAL IMPACT:

FY 2018 - 2019 Budget, Project Fund, line item 02-58400-444, $554,356

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan, Goals and Principles and Implementation Guide

CRA BOARD OPTIONS:

1. Approve the modifications to the Commercial Property Improvement Grant Program and Commercial Rent Reimbursement Grant Program for FY 2018-2019.

2. Do not approve the modifications to the Commercial Property Improvement Grant Program and Commercial Rent Reimbursement Grant Program for FY 2018-2019.

3. Other options or direction as provided by the Board.

ATTACHMENTS:

Description

- **Attachment I - Commercial Property Improvement Grant**
- **Attachment II - Commercial Rent Reimbursement Grant**

October 1, 2018 – September 30, 2019

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERICAL PROPERTY IMPROVEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Property Improvement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "CRA") District. The program is designed to provide financial assistance to new and existing businesses in the form of a reimbursable grant intended to reduce the initial costs associated with the repair and rehabilitation of buildings or other improvements in accordance with the CRA Community Redevelopment Plan. Improvements paid for by the CRA must be permanent and stay with the building.

The CRA reserves the right to approve or deny any Commercial Property Improvement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the CRA District.

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 term "project" means the eligible exterior or interior improvement project for which the applicant seeks reimbursement.

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

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Property Improvement
710 North Federal Highway, Boynton Beach, FL 33435 – Phone: (561) 737 -3256 Fax: (561) 737 -3258
www.catchboynton.com

the Applicant(s) may be produced the CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Incentive Funding

The Commercial Property Improvement Grant Program offers financial assistance to the landlord or business owner in the form of a reimbursable, matching grant for 50% of eligible expenses, up to $85,000, associated with the construction or renovation of the exterior and interior elements of the commercial operating space.

Applicants are encouraged to take advantage of the City of Boynton Beach's PACE Program to help defer the cost of installing energy efficient items. Information regarding the PACE Program is available online at http://www.boynton-beach.org/go-green/pace_program.php or by contacting the City of Boynton Beach at (561) 742-6067. Attached is the ReNew PACE Eligible Product List.

Eligibility Requirements

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

- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the CRA District (see attached map).
- Must provide proof that the commercial business is properly licensed by all necessary levels of government and professional associations or agencies (copies of City and County licenses or receipts that the licenses have been applied for).
- Improvements to non-profit and residentially zoned properties are NOT eligible expenses.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease.
- Proposed leases must be executed within 30 days of CRA Board approval or the grant award is terminated.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the CRA. A copy of the consumer report will be provided to the applicant upon request. Applicants

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must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.

- All work must be done in compliance with applicable City of Boynton Beach Building Codes and Land Development Regulations. All contractors must be licensed as required to work in Boynton Beach and/or Palm Beach County. For any projects valued more than $250,000 (based on the project's construction value as it appears on the Palm Beach County-Wide/Municipal Building Permit Application Form submitted to the City of Boynton Beach), preference will be given to projects that will use contractors with an office in Palm Beach County. Please contact the City of Boynton Beach Development Department regarding the proposed work to be performed prior to submitting a grant application.
- Grant funding amounts will be based on the applicant's project budget, specified at the time of the CRA Board approval, plus an added 20% contingency funding amount.
- Grant funds will be reimbursed exclusively for approved work and approved change orders.
- The Commercial Property Improvement Grant Program may only be used one time in any five year period for any one property. Entities hoping to improve properties that were previously improved using a CRA improvement grant may apply for additional grants any time after five years from previous grant approval.
- In order to qualify for the grant, the subject property may not have any outstanding City of Boynton Beach liens at the time the applicant seeks reimbursement. To ensure that the property does not have any outstanding liens, violations or monies owed for utilities, the CRA will perform a lien search on the property at a cost of $115.00, which will be deducted from any grant funding awarded to the recipient. In the event that there is an outstanding lien against the property, the grant will not be awarded until the complete satisfaction of the lien.
- The property owner or tenant must complete the project, obtain a Certificate of Occupancy/Completion from the City of Boynton Beach, and submit for reimbursement within 180 days of the issuance date of the permit for the project. If CRA Board Approves grant funding and the work being performed does not require a permit, the Certificate of Completion (or equivalent) and application for reimbursement must be within 180 days of the grant award. Failure to complete the improvements within the specified time frame will result in termination of the

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grant award. Only one 60 day administrative extension will be permitted, and the CRA has the sole and absolute discretion to grant or deny such extension.

- Project items completed and paid for by the applicant more than 60 days prior to grant approval by the CRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment in order for an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- CRA Board approval of this grant results only in funding. Approval of CRA grant funding is NOT approval of any type of City processes including, but not limited to, permits and site plan modification. Applicants must apply for permits and site plan modification through the appropriate departments at the City. All commercial projects require permitting and site plan modification reviews. It is the responsibility of the applicant to obtain all necessary City approvals.
- Grantees shall allow the CRA the rights and use of photos and project application materials.
- The CRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

Projects and items eligible for funding under this grant program are limited to:

- Structural walls
- Grease trap installation
- Electrical systems, including lighting
- Landscaping and irrigation within the project site
- Fencing (excluding chain link, barbed wire, and wood panels)
- Electric vehicle charging stations – See attached ReNew PACE Eligible Product List
- Plumbing
- HVAC system
- Hood & fire suppression
- Parking lot re-paving, re-sealing, and/or restriping
- Painting
- Demolition of structure and re-sodding of vacant property
- Solar electricity and water heating – See attached ReNew PACE Eligible Product List
- Flooring
- ADA Improvements
- Signage
- Doors/windows
- Patio decks connected to the building
- Roofing (Not to exceed 50% of total grant award)

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Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Property Improvement Grant Program:

- Firearm Sales/Shooting Ranges
- Religion- Affiliated Retail Stores
- Non-profit Organizations
- Adult Gambling Arcades
- Check Cashing Stores
- Adult Entertainment
- Vapor Cigarette, E Cigarette Stores
- Any other use that the CRA staff or CRA Board determine will not support the redevelopment of the CRA District
- Convenience Stores
- Churches/places of worships
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Medical Research Centers/Housing
- Massage/Personal Services

Grant Terms and Conditions

This grant is divided into three tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding. All reimbursement checks from the CRA to the successful applicant will be made out to the applicant (the business entity).

Grant funding amounts will be based on the applicant's project budget specified at the time of CRA Board approval, plus an added 20% for contingency funding.

Tier One Business

Tier One Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of CRA Board approval, up to a maximum amount of $50,000 in grant funding.

Tier One Businesses must be one of the following types of business:

- Restaurant
- Bakery
- Gourmet Food Market

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Tier Two Business

Tier Two Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of CRA Board approval, up to a maximum amount of $25,000 in grant funding.

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

- Home Décor/Design – home furnishings, art galleries, kitchen wares
- Accounting Offices
- Real Estate Offices
- Bed and Breakfast
- Marketing Offices
- Fitness Facilities – yoga, dance exercise, martial arts, etc.
- Specialty Retail Businesses – stationary, gifts, sporting goods
- Boutiques – clothing, shoes & accessories
- Law Offices
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Medical Offices
- Insurance Offices
- Take Out Restaurants
- Florists (no more than 2 approvals per fiscal year)

Tier Three Business

Tier Three Businesses are subject to CRA Board for review and approval. Tier Three Businesses eligible for reimbursement of 50% of the applicant's project budget as specified at the time of CRA Board approval, up to a maximum amount of $15,000 in grant funding.

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

- Tattoo Parlor/Body Piercing/Body Art Shop
- Auto Services Facilities – repair, storage, sales, etc.
- Pawn Shops
- Liquor Store
- Kava Tea Bar

Lease Terms

Initials_____

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 are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Application Process

Applications can be obtained from the 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 submitting an application. Applications 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-serve basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Written detailed project budget describing the improvements to be done to the property. It must list all project costs for which the applicant is requesting reimbursement. The project budget must provide a total cost of the project.
3. Cost estimate(s) from a licensed contractor(s) as specified in the applicant's project budget.

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4. Signage design, project color chips, material samples and material specifications, if applicable.
5. Copy of building permit receipt/application. If the permit has not been applied for prior to submission of the grant application, a copy of the building permit receipt is due within 90 days of grant approval, or the grant award may be terminated.
6. Resume for each principal/owner of the business.
7. Copy of the corporate documents for the applying business entity.
8. Copy of executed multi-year commercial lease agreement.
9. Copy of Warranty Deed.
10. Two years of corporate tax returns (for existing businesses only).
11. Two years of personal tax returns for the principal/owners of a new business.
12. Copy of design and construction plans associated with the proposed improvements.
13. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
14. A minimum of four color digital "before" photos of the exterior and interior portions of the project.
15. Completed and signed application (attached).
16. Authorization to perform credit check for the business and each principal/owner of the business (attached).
17. W9 Form (attached).
18. City Planning and Development Department Acknowledgement Form (attached).
19. City Permit Department Acknowledgement Form (attached).

The above referenced City Forms (line 18 and 19) must be completed and submitted to the appropriate departments, which are located at City Hall 3310 Quantum Boulevard, Suite 101, Boynton Beach, FL 33426. Phone (561) 742–6000.

Approval of Funding Request

All required documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. CRA staff will review the application to evaluate whether 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 potential approval.

The CRA Board meets on the second Tuesday of each month at the Intracoastal Park Clubhouse located at 2240 N. Federal Highway, Boynton Beach, FL 33435. The

Initials_____

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.

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.

Procedures for Reimbursement

This program is designed as a matching 50% reimbursable grant. All work must be completed and paid for by the applicant prior to the release of CRA funds. The CRA will provide reimbursement to the applicant upon submittal of a complete reimbursement request package.

All reimbursement requests and supporting documents must be submitted to the CRA (3) days prior to the grant expiration date. The CRA may refuse to issue grant funding if the submission is not received by the specified time.

Once the work is completed the Reimbursement Request shall be summarized in a report and accompanied by the following documentation:

1. Invoices, receipts or other acceptable evidence of payment from suppliers and licensed contractor(s) that have been marked "paid in full." Proposals for "work to be completed" or "bids" are not considered proper documentation.
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a

Initials_____

bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.

2. A “final release of lien” signed by each licensed contractor(s). See attached Sample of a Final Release of Lien form.
3. Copy of City of Boynton Beach and Palm Beach County licenses (Business Tax Receipt).
4. A minimum of 4 color “after” photos of the project.

By submitting for reimbursement, the applicant warrants that all bills for which applicant is directly responsible related to the project are paid in full including, but not limited to, all contractors, labor, materials, related fees and permits.

Grantees may not submit work improvements for reimbursement that have been used as part of a reimbursement request for any other grant program offered by the CRA, City of Boynton Beach, Palm Beach County or the State of Florida. The Commercial Property Improvement Grant Program will only reimburse applicants for new expenditures that have not been submitted to other grant programs for reimbursement.

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 have been paid is sufficient assurance for the CRA to award grant funding.

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APPLICANT INFORMATION

BUSINESS INFORMATION:

Business Name (d/b/a if applicable):

_____

_____

Current Business Address:

_____

_____

Fed ID#:_____

Business Phone Number: _____ Cell: _____

Website: _____

Existing Business: Yes _____ No _____ Number of years in existence: _____

Time at Current Location: _____ New Business to Boynton Beach: Yes ____No ___

Do you have an executed lease agreement: Yes ___ No ___ If so, monthly base rent: _____

New Business Address (if applicable):

_____

_____

Square footage of current location: _____ Square footage of new location: _____

Type of Business: _____

Number of Employees: _____ Hours of Operation: _____

List of improvements seeking reimbursement for: _____

_____

_____

Requested grant amount: _____

APPLICANT INFORMATION

PRINCIPAL/OWNER INFORMATION:
(If more than 4 principals/owners additional sheets may be used)

1. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   _____
   Cell Phone Number: _____

2. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   _____
   Cell Phone Number: _____

3. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   _____
   Cell Phone Number: _____

4. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   _____
   Cell Phone Number: _____

Are you applying for grant assistant under any other program offered by the CRA?

Yes _____ No _____ If yes, what additional programs are you applying for:
_____

APPLICANT INFORMATION

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: _____
Landlord's Mailing Address:

_____

_____

Landlord's Phone Number:

_____

CERTIFICATION AND WAIVER OF PRIVACY:

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

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

I further certify that I am aware of the fact that I can be penalized 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 Property Improvement Grant Program Rules and Requirements.

Initials_____

APPLICANT INFORMATION

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

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the CRA 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 CRA or its agents to take photos of myself and business to be used to promote the program.

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

Initials_____

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. _____
Principal/Owner's Signature Date

_____
Printed Name Title

2. _____
Principal/Owner's Signature Date

_____
Printed Name Title

3. _____
Principal/Owner's Signature Date

_____
Printed Name Title

4. _____
Principal/Owner's Signature Date

_____
Printed Name Title

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

STATE OF _____
COUNTY OF _____

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

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

_____
NOTARY PUBLIC
My Commission Expires:

LANDLORD INFORMATION

LANDLORD SIGNATURES:

1. _____
   Landlord's Signature Date

   _____
   Printed Name Title

2. _____
   Landlord's Signature Date

   _____
   Printed Name Title

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

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COUNTY OF _____

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

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

_____
NOTARY PUBLIC
My Commission Expires:

AUTHORIZATION TO PERFORM A CREDIT CHECK

FOR PRINCIPAL/OWNER

The applicant hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("CRA") investigation into the credit worthiness of the applicant. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the applicant's credit worthiness on behalf of the CRA, including independent contractors and credit agencies retained by the CRA for such purpose.

Any information provided to the CRA is a public record subject to the provisions of Ch. 119 F.S.

Applicant grants such consent and authorization to the CRA for the period commencing as of the date of this authorization and terminating on the date the grant has been fulfilled.

This applicant hereby waives and all claims, past, present or future, which the applicant may have against the CRA by reason of any credit investigation made pursuant to applicant's consent and authorization herein give to the CRA.

An authorization to Perform Credit Check needs to be complete by each Principal/Owner and by the Business.

Please us a separate form for each principal/owner:

Principal/Owner Name: _____
Date of Birth: _____
Current Home Address: _____
Previous Home Address: _____
Email: _____ Phone Number: _____

Signature: _____ Date: _____

AUTHORIZATION TO PERFORM A CREDIT CHECK

FOR BUSINESS

The applicant hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("CRA") investigation into the credit worthiness of the applicant. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the applicant's credit worthiness on behalf of the CRA, including independent contractors and credit agencies retained by the CRA for such purpose.

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This applicant hereby waives and all claims, past, present or future, which the applicant may have against the CRA by reason of any credit investigation made pursuant to applicant's consent and authorization herein give to the CRA.

An authorization to Perform Credit Check needs to be complete by each Principal/Owner and by the Business.

Business (d/b/a if applicable):_____
Federal Tax ID #: _____
Current Business Address: _____
State of Corporation: _____ Email: _____
Phone Number: _____ Fax Number: _____

Signature: _____ Date: _____
Title: _____

CITY OF BOYNTON BEACH PLANNING & DEVELOPMENT DEPT.
ACKNOWLEDGEMENT FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

CRA Grant Applicant: _____ has met with the City's Planning & Development Department to review the improvements that will done on the property located at: _____
_____

List of Improvements:

_____
_____
_____
_____

City of Boynton Beach
Planning & Development Dept.

Reviewed by: _____
Date: _____

Requirements:

_____
_____
_____

710 North Federal Highway, Boynton Beach, FL 33435 – Phone: (561) 737 -3256 Fax: (561) 737 -3258
www.catchboynton.com

CITY OF BOYNTON BEACH PERMIT DEPT.
ACKNOWLEDGEMENT FORM

COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

CRA Grant Applicant: _____ has met with the City's Permit Department to review the improvements that will done on the property located at: _____

List of Improvements:

_____
_____
_____
_____

City of Boynton Beach
Permit Dept.

Reviewed by: _____
Date: _____

Requirements:

_____
_____
_____

710 North Federal Highway, Boynton Beach, FL 33435 – Phone: (561) 737 -3256 Fax: (561) 737 -3258
www.catchboynton.com

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT
(PAYMENT BY CHECK)

The undersigned lienor, in consideration of the final payment in the amount of $_____ and condition upon payment of check number_____ issued to the undersigned by _____ in said amount, waives and releases its lien and right to claim a lien for labor, services or materials furnished to (customers) _____ on the job of (owner property) _____, to the following described property:

Dated on: _____, 20_____

Lienor's Name_____
Address_____
By _____
Printed Name_____

SAMPLE

October 1, 2018 – September 30, 2019

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 assistance 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 produced by the CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Initials_____

710 North Federal Highway, Boynton Beach, FL 33435 – Phone: (561) 737 -3256 Fax: (561) 737 -3258
www.catchboynton.com

Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a quarterly rent reimbursement. New businesses are eligible to apply for assistance for 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, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a quarterly basis, the CRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank.

The responsibility for all rental payments is between the 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:

- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the 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).

Initials_____

- 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, as determined in the sole discretion of the CRA. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease.
- Proposed leases must be executed within 30 days of CRA Board approval or the grant award is terminated.
- 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/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Convenience Store
- Churches/places of worship
- Take-out Foods
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores

Initials_____

- Alcohol and/or Drug Rehabilitation Centers/Housing
- Any other use that the CRA staff or CRA Board determine will not support the redevelopment of the CRA District
- Pawn Shops
- Medical Research Centers/Housing
- Massage/Personal Services

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

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent or $1,750 per month, whichever is less (maximum amount of the grant is $21,000, distributed in four quarterly payments).

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

- Restaurant
- Bakery
- Gourmet Food Market

Tier Two Business

Tier Two 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, distributed in four quarterly payments.

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

- Home Décor/Design – home furnishings, art galleries, kitchen wares
- Clothing Boutique – clothing, shoes & accessories
- Law Offices

Initials_____

- Accounting Offices
- Real Estate Offices
- Bed and Breakfasts
- Marketing Offices
- Fitness Centers
- Specialty Businesses – stationary, gifts, sporting goods
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Medical Offices
- Insurance Offices
- Florists (no more than 2 approvals per fiscal year)

Lease Terms

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

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

For purposes of this paragraph, the term "subject property" means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the CRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the CRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in

Initials_____

which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The CRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

Application Process

Applications can be 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 submitting an application. Applications 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:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Resume for each principal/owner of the business.

Initials_____

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 application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. CRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, CRA staff will present the funding request to the CRA Board for review and potential 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.

Initials_____

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.

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 are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a quarterly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next quarter beginning on January 1st, April 1st, July 1st and October 1st.

Months Eligible for Reimbursement	**Deadline to Submit for Reimbursement**
• October, November, December	• January 30th
• January, February, March	• April 30th
• April, May, June	• July 30th
• July, August, September	• October 30th

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).

<u>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.</u>

Discontinuation of Payment

Initials_____

The receipt of past payments does not guarantee future payments. The CRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

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

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the property. 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 or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank warranty is sufficient assurance for the CRA to award grant funding.

Initials_____

APPLICANT INFORMATION

BUSINESS INFORMATION:

Business Name (d/b/a if applicable):

_____

_____

Current Business Address:

_____

_____

Fed ID#:_____

Business Phone Number: _____ Fax: _____

Website: _____

Existing Business: Yes _____ No _____ Number of years in existence: _____

Time at Current Location: _____

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: _____

Number of Employees: _____ Hours of Operation: _____

APPLICANT INFORMATION

PRINCIPAL/OWNER INFORMATION:
(If more than 4 principals/owners additional sheets may be used)

1. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   _____
   Cell Phone Number: _____

2. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   _____
   Cell Phone Number: _____

3. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   _____
   Cell Phone Number: _____

4. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   _____
   _____
   Cell Phone Number: _____

APPLICANT INFORMATION

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: _____
Landlord's Mailing Address:

_____

_____

Landlord's Phone Number: _____

CERTIFICATION AND WAIVER OF PRIVACY:

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

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

I further certify that I am aware of the fact that I can be penalized 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

APPLICANT INFORMATION

Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

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

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

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

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

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

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. _____
   Principal/Owner's Signature Date

   _____
   Printed Name Title

2. _____
   Principal/Owner's Signature Date

   _____
   Printed Name Title

3. _____
   Principal/Owner's Signature Date

   _____
   Printed Name Title

4. _____
   Principal/Owner's Signature Date

   _____
   Printed Name Title

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

STATE OF _____COUNTY OF _____

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

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

_____
NOTARY PUBLIC
My Commission Expires:

LANLORD INFORMATION

LANDLORD SIGNATURES:

1. _____
Landlord's Signature Date

_____
Printed Name Title

2. _____
Landlord's Signature Date

_____
Printed Name Title

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

STATE OF _____
COUNTY OF _____

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

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

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NOTARY PUBLIC
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FOR PRINCIPAL/OWNER

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This applicant hereby waives and all claims, past, present or future, which the applicant may have against the CRA by reason of any credit investigation made pursuant to applicant's consent and authorization herein give to the CRA.

An authorization to Perform Credit Check needs to be complete by each Principal/Owner and by the Business.

Please us a separate form for each principal/owner:

Principal/Owner Name: _____
Date of Birth: _____
Current Home Address: _____
Previous Home Address: _____
Email: _____ Phone Number: _____

Signature: _____ Date: _____

AUTHORIZATION TO PERFORM A CREDIT CHECK

FOR BUSINESS

The applicant hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("CRA") investigation into the credit worthiness of the applicant. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the applicant's credit worthiness on behalf of the CRA, including independent contractors and credit agencies retained by the CRA for such purpose.

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This applicant hereby waives and all claims, past, present or future, which the applicant may have against the CRA by reason of any credit investigation made pursuant to applicant's consent and authorization herein give to the CRA.

An authorization to Perform Credit Check needs to be complete by each Principal/Owner and by the Business.

Business (d/b/a if applicable):_____
Federal Tax ID #: _____
Current Business Address: _____
State of Corporation: _____ Email: _____
Phone Number: _____ Fax Number: _____

Signature: _____ Date: _____
Title: _____

CRA BOARD MEETING OF: October 9, 2018

OLD BUSINESS

AGENDA ITEM: 13.B.

SUBJECT:

Consideration of the FY 2018-19 Non-Profit Organization Grant Funding Program

SUMMARY:

The CRA Board approved the Nonprofit Organizations Grant Program (NOGP) for its first year of implementation in FY 2017-18. There are four categories that may be approved by the CRA Board for funding each fiscal year. These include: Removal of Slum and Blight, Economic/Business Development, Affordable and Workforce Housing, and Recreation and Cultural Facilities. The Board approved funding for the Economic/Business Development category initially in the beginning of FY 2017-18 and added the Affordable and Workforce Housing on March 13, 2018.

The attached draft FY 2018-19 Nonprofit Organizations Grant Program (NOGP) guidelines and review process is developed with parameters that would provide a funding framework and methodology for verifying effectiveness of the programs and activities supported by the CRA (see Attachment I). The program's parameters includes eligibility and review criteria, funding amount and categories, and deliverables to ensure an objective and consistent evaluation process for the Funding Evaluation Committee while providing the opportunity for the CRAAB's recommendation to the CRA Board for final funding amounts.

There were several modifications to the attached draft NOGP documents based on Board direction and lessons learned from the program's first year activities. The most significant was the incorporation of the CRAAB's review and funding recommendation for applications with a minimum total score of 50% from the Funding Evaluation Committee, prior to final CRA Board approval (see Attachment II). Additionally, the results of last year's grant activities indicated that with strict adherence to the established review criteria and consistent monitoring of the terms of the grant agreement, the NOGP may assist in the furtherance of the CRA Plan by addressing the Economic/Business Development and Affordable and Workforce Housing needs within the CRA Area.

Proposed grant documents, including application, instructions, form documents (including budget and quarterly/annual evaluation reports), and recommended evaluation criteria/scoring methodology are provided for Board review (see Attachments III). To facilitate the application process, the grant application will be made available electronically in editable formats on the CRA's website and in printed formats at the CRA Office.

Notice of available funding will be advertised through traditional methods (e.g. legal ad, emails, press release, postings at public buildings, Creole and Spanish flyers - see Attachment IV) as well as eblasts, CRA website, and other available social media resources. Two pre-submission workshops are tentatively scheduled for October 29, 2018 at 1:00 P.M. and 6:00 P.M.

Staff recommends that Notice of Available Funding (NOFA) be issued for the Economic/Business Development and Affordable and Workforce Housing categories based on the recommended tentative schedule on Page 8 of the NOGP Guidelines and Page 1 of the NOGP Application Instructions. This will allow adequate time for the Funding Evaluation Committee's review and the CRAAB input prior to the CRA Board meeting on December 11, 2018. Should the Board approve alternate dates, staff will adjust the schedule accordingly taking into consideration the observed holidays.

FISCAL IMPACT:

FY 2018-19 Project Fund, line item 02-58500-470, $95,000

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRAAB RECOMMENDATION:

At the August 2, 2018 CRAAB meeting, the CRAAB recommended funding the following funding allocations for the FY 2018-19 Budget (see Attachment V):

- $65,000 with 80% allocated to the Affordable and Workforce Housing category and 20% allocated to the Economic/Business Development category; and,
- $27,712 to the Historic Woman's Club of Boynton Beach (HWCBB) building improvements.

The CRAAB based its decision on the FY 2017-18 NOGP results and felt that more tangible results may be obtained from funding the Affordable and Workforce Housing projects/programs consistent with the CRA's statutory requirements. At its September 11, 2018 the CRA Board approved a final allocation of $95,000 for the NOGP (inclusive of the grant amount allocated to Pathway to Prosperity from FY 2017-18) as part of the adoption of the FY 2018-19 Budget.

At the October 4, 2018 CRAAB meeting, the Board recommended approval of the issuance of the FY 2018-19 Nonprofit Organization Grant Program (NOGP) with $76,000 (80%) allocated for the Affordable and Workforce Housing category and $19,000 (20%) allocated for the Economic/Business Development category.

CRA BOARD OPTIONS:

1. Approve the issuance of the FY 2018-19 Nonprofit Organization Grant Program (NOGP) with $76,000 (80%) allocated for the Affordable and Workforce Housing category and $19,000 (20%) allocated for the Economic/Business Development category.

2. Not approve the issuance of the FY 2018-19 Nonprofit Organization Grant Program (NOGP) with $76,000 (80%) allocated for the Affordable and Workforce Housing category and $19,000 (20%) allocated for the Economic/Business Development category.

3. The Board may consider an alternative upon review and discussion.

ATTACHMENTS:

Description

- **Attachment I - FY 2018-19 NOGP Guidelines**
- **Attachment II - Minutes of the March 13, 2018 CRA Board Meeting**
- **Attachment III - FY 2018-19 Grant Application Package and Evaluation and Reporting Forms**
- **Attachment IV - FY 2018-2019 NOGP Flyer**
- **Attachment V - Minutes of the August 2, 2018 CRAAB Meeting**

Nonprofit Organization Grant Program

Fiscal Year 2018-19 Funding Cycle (Fall)

Funding Availability for Economic/Business Development Projects or Programs

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Boynton Beach Community Redevelopment Agency
Nonprofit Organization Grant Program (NOGP)

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Boynton Beach Community Redevelopment Agency
Nonprofit Organization Grant Program (NOGP)
Fiscal Year 2018-19

Funding Framework

The mission of the Boynton Beach Community Redevelopment Agency (CRA) is to foster and directly assist in the redevelopment of the Community Redevelopment Area (CRA Area) in order to eliminate blight, create an economically sustainable downtown, and encourage economic growth, thus improving the attractiveness and quality of life of the CRA Area. The 2016 Boynton Beach Community Redevelopment Plan (CRA Plan) provides the framework for projects and activities intended to accomplish this mission, and offers objectives for redevelopment of the area that is also consistent with the citizens' visions as expressed through various redevelopment plans that have been consolidated into the current CRA Plan. In addition, the CRA Plan must be consistent with the City of Boynton Beach's Comprehensive Plan. In order to remain current in the fast-paced, ever changing economy of South Florida, both the CRA Plan and City of Boynton Beach Comprehensive Plan are periodically reviewed and updated in order to accurately reflect changing conditions and community objectives.

The CRA cannot fund the immense task of redevelopment on its own and encourages leveraged investment by private enterprise. With limited resources available for redevelopment efforts, the CRA allocates funding to projects and programs that will benefit the CRA Area. To assure the CRA is receiving the intended results from its projects and programs it is important that funding decisions be based on expectations of specific, measurable outcomes. In addition, since the implementation of a few strategically placed well-funded programs may have a much greater impact on the overall area than many inadequately funded ones, programs must be evaluated in the context of the CRA Plan, and implemented accordingly.

Therefore, the CRA's funding activities must align with the CRA Plan. Toward that end, the CRA has developed the Nonprofit Organization Grant Program (NOGP) as a methodology for evaluating the effectiveness of the programs and activities the CRA supports in furthering the CRA Plan.

Needs and Priorities for Funding

The CRA provides funding to address "Overall Needs" within the CRA Area. Along with the specific needs identified within the CRA Plan for the various districts of the CRA Area, the following "Overall Needs" are wide in scope and encompass some of the more serious problems that are prevalent throughout the CRA Area and contributed to the overall state of decline. These needs are addressed in previous CRA redevelopment plans and have been consolidated in the 2016 Boynton Beach Community Redevelopment Plan.

Removal of Slum and Blight (Demolition of Blighted Properties and Community Beautification and Clean-up Activities)
Economic/Business Development

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Affordable and Workforce Housing
Recreation & Cultural Facilities

While the CRA is the primary entity responsible for implementing the CRA Plan, the economic development envisioned by the CRA Plan may also be addressed through partnerships with other organizations. The NOGP has the potential to realize results without duplicating efforts through strategic alliances between the CRA and nonprofits that have a demonstrated capacity to address those needs. This program may be expanded in the future at the discretion of the CRA Board.

In order to better evaluate funding requests from those organizations and potential new non-profit "Partners," and measure the results of activities supported by CRA funds relative to the CRA's goals and objectives, the CRA developed the NOGP process and documents.

Funding Category for FY 2018-19

Economic/Business Development
Affordable and Workforce Housing

Nonprofit Organization Grant Program (NOGP)

The NOGP provides a strategic framework for awarding and evaluating funding for programs and projects that further the CRA Plan, and includes specific guidelines that provide clear and consistent means for the CRA to:

- Inform the community about CRA funding interests and intentions;
- Identify funding in each fiscal year that is eligible for strategic partnerships based on the four "Overall Needs" identified above (Removal of Slum and Blight, Affordable and Workforce Housing, Economic/Business Development, Recreation and Cultural Facilities);
- Advise potential applicants on how they may become partners in accomplishing short and long-term CRA goals;
- Consider and compare funding applications and make funding decisions; and,
- Measure and evaluate organization performance relative to projections once funding is awarded.

For the Economic/Business Development Category funded in FY 2018-19, the NOPG describes the kinds of activities the CRA will fund and the short-term outcomes and long-term impacts the CRA hopes to achieve in collaboration with its nonprofit partner. It includes tools to assist the CRA in assessing the success of projects and programs that receive CRA funding. Funding applications must demonstrate alignment with these guidelines.

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Boynton Beach Community Redevelopment Agency (CRA) Funding Framework

	Economic/Business Development
CRA funds these kinds of activities	• Business incubator facilities/programs that focus on the following industries, and have the potential to create five or more jobs, such as: – *Communication/Information Technology* – *Life Science* – *Culinary Industries* – *Arts and cultural Industries* – *Business & Financial Services* – *Clean Energy* – *Emerging Technologies* – *Corporate Headquarters*
To achieve these (short-term) outcomes	• Establishment and/or expansion of technology-based businesses, culinary industries, arts and cultural industries, and similar industries • Creation of higher paying jobs located in the CRA Area • Higher occupancy in office buildings • Increased economic activity in the CRA Area • Diversified local economy in the CRA Area
With these long-term impacts	• Construction of new mixed-use buildings in the applicable CRA Districts • National recognition of Boynton Beach as a City where companies want to be • Higher tax base • Increased economic development
Demonstrated by these kinds of measures of success	• Number and types of new technology based business start-ups • Number of higher paying new jobs • Number of new mixed-use buildings • Number of new arts and cultural venues • Number of technology based businesses relocating to or expanding in the CRA Area • Dollars invested/capital raised • Increases in assessed values • Occupancy rates

The NOGP framework does not replace guidelines for various other CRA grant programs such as Commercial Façade Improvement Grant Program, Commercial Interior Build-Out Grant Program, Commercial Rent Reimbursement Grant Program, and Commercial Construction Permit Grant Program.

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Amount of Funding:

The following guidelines regarding the amount of funding for which a potential Nonprofit Partner may apply are effective for Fiscal Year 2018-2019.

- CRA support for Nonprofit Partners will be subject to availability of funds and the quality of their applications relative to these guidelines.

- CRA support may not exceed 25% of an organization's total operating budget for the year or a maximum of $75,000, whichever is less, for a specific requested project or program, unless approved by the CRA Board as specified below.

- The CRA Board may, at its discretion, approve a grant allocation in excess of 25% of an organization's operating budget for the year, up to a maximum of $75,000, for a specific requested project or program in the following circumstances:

  - The project or program service area is located within CRA priority area(s);
  - The project or program supports CRA priority project(s); or,
  - CRA funds are leveraged with other investment or private enterprise.

- An organization is permitted to request support for only one project or program in FY 2018-19.

- Applicants may request funding for a maximum one-year period in any application, though applications may be submitted for the same project/program in more than one consecutive year.

- The inclusion of in-kind cash value and/or services as projected and/or current revenue will be given careful review by the CRA. The value of in-kind revenue must be thoroughly documented and in general should not exceed ten percent (10%) of the total project/program budget. For Affordable Housing programs, real estate donations will not be included in the 10% calculation.

- Nonprofit Partners that have received funding in prior years must submit applications annually for future funding; no future funding will be made based on past support.

- Funds will be disbursed quarterly in accordance with the "Funding Agreement" executed by each Nonprofit Partner upon approval of funding.

Along with organizational and programmatic considerations, the CRA will include financial factors in its review of funding proposals to determine whether or not and how much funding will be awarded to each applicant. Financial considerations may include projected and actual revenue and expenses for prior years, financial statements, the proposed program/project budget, committed and potential support from other funders, financial sustainability, and the CRA's own budget and available resources.

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Types of Activities

At the CRA's sole discretion and as allowed by Florida Statutes, the CRA may provide the funding for the following types of activities for Nonprofit Partners' projects and programs that are requested in the grant application. Generally speaking, a ***project*** is defined as a set of activities that has definite start and end points and is relatively short in term (a year or less); the scope is clearly defined and somewhat narrow and not likely to change significantly during the life of the project. A ***program*** is longer in term or ongoing and may involve multiple related projects; the scope is broad and activities and objectives must be managed over time as the organization environment changes. Projects and programs are usually linked to identifiable organization work units or cost centers. Only expenses for projects or programs that benefit the CRA Area and further the CRA Plan are eligible for funding.

Administrative support / overhead expense	Day-to-day operating costs or expenses tied directly to the benefits to be received by the CRA; maximum allowed is 10% of project/program budget
Conferences/seminars	Expenses to hold or sponsor a conference, seminar, workshop, other training event
Consulting services	Professional staff support to assist with a project of mutual interest or to evaluate services provided by an organization
Equipment	Purchase of equipment, furnishings, or other materials
Film/video/radio	Film, video, or radio production
Program/project support	Direct costs to develop and/or implement specific projects or programs
Public relations services	Printing and duplicating, audio-visual and graphic arts production, assistance in planning job fairs or training sessions, public service announcements, and other activities to increase public awareness and promote the organization's project/program to the community and other stakeholders.
Use of facilities	Reduced office space for temporary periods

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Eligibility for Funding

Organizations meeting the following criteria are eligible to apply for Nonprofit Partner funding:

- Mission consistent with the mission of the CRA
- Classified as tax-exempt under IRS 501(c)(3), at time of application
- In good standing with the State of Florida
- Priority will be given to principle businesses located in the CRA Area
- Serves residents or businesses of the CRA Area and/or intends to locate a project or program in the CRA Area will that will bring visitors to the district to participate in funded projects or programs.
- Demonstrated commitment by Board of Directors or governing board to the purpose of and accountability for CRA funds
- Demonstrated capacity to create jobs and economic opportunities through the requested project or program funding

Funding Cycle, Fiscal Year 2018-2019

CRA support for Nonprofit Partners will be allocated in an annual cycle, with specific dates and instructions published prior to the beginning of each cycle. Dates for Fiscal Year 2018-2019 (Fall) are as follows:

- October 15, 2018 Application Available online
- October 29, 2018 1 & 6PM Voluntary Pre-submission Workshop (Boynton Beach CRA Office)
- November 5, 2018, 5 PM Deadline for Request for Information or questions
- November 15, 2018, 5 PM Applications due to CRA Office (710 N. Federal Hwy., Boynton Beach)
- November 21 or 26, 2018 Funding Evaluation Committee review of applications
- December 2018 Presentation & potential funding decisions by CRAAB and CRA Board

The CRA has the right to adjust the dates as necessary. All applicants would be notified of any changes.

In addition, from time to time the CRA may offer special funding initiatives for community partners to provide services in response to emerging/changing community needs and resources.

Application Components

To request CRA support, interested organizations must submit an ***Application for Funding***. The application, related forms, and instructions to complete and submit the application package are available on the CRA website. The application package is comprised of the following components, which are described in detail in the instructions.

- ***Cover Letter*** - signed by the Chair of the organization's Board of Directors to demonstrate Board commitment to the purpose of and accountability for the proposed project or program

- ***501(c)(3) IRS Determination Letter, at time of application***

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- ***Evidence of good standing with the State of Florida***

- ***Application for Funding*** – includes organization information, a comprehensive narrative description of the proposed project/program, and budget data

- ***Board of Directors*** - List of Board members and officers, brief bio for each, and, if available, policies on Board roles & responsibilities and Board contributions

- ***Strategic Plan*** – Strategic Plan or other long-term planning document and, if available, policy on long-term planning

- ***Budget and Budget Narrative*** - past, current, and proposed organization budget figures and line item budget with justification for the proposed project/program

- ***Project/Program Model*** – graphic presentation to demonstrate how project/program activities deliver immediate products and services (outputs), which result in short-term changes (outcomes), that in the long-term address "Overall Needs" within the CRA Area (impacts)

- ***Evaluation Plan*** – a written plan to translate outputs and outcomes defined on the Project/Program Model to measureable indicators and identify specific procedures, personnel, schedule, and tools/instruments to collect, analyze, and report data on performance

- ***Organization financial information*** – most recent Financial Statement, IRS Form 990 or 990 EZ, as applicable, credit report, and Independent Financial Compilation, Review, or Audit (see Application Instructions)

- ***Affiliation Agreements*** - if applicable, documents describing current or planned collaborative partnerships with specific roles or resources that each partner will provide relative to the proposed project/program

- ***Current Balance Sheet*** – As of 7/31/18 or more recent

The CRA has the right to determine what documents included on the list are not applicable and request any additional information as necessary.

Application and Review Process

1. Previously funded Nonprofit Partners will be notified by email of the new funding cycle and public notice will be published on the CRA website.

2. Application and related forms and detailed instructions will be available in hard copy at the CRA office and by email on request.

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3. Applications delivered to the CRA office in person by an organization representative, U.S. Mail, or courier service will be accepted from the opening of the funding cycle until the due date and time.

4. The CRA Assistant Director or designee will conduct a preliminary review of each application to confirm that the organization is eligible to apply and determine whether application components are present and complete.

5. The Assistant Director will recommend applications for review to the Funding Evaluation Committee, comprised of the CRA Executive Director or CRA Assistant Director, CRA Finance Director, and the CRA Development Services Manager.

6. The Funding Evaluation Committee will review each application according to established criteria and make preliminary funding recommendations to the CRAAB and CRA Board of Commissioners for applications that receives a minimum overall score of 50%.

7. At the discretion of the CRAAB and CRA Board, applicant organizations may be asked to make presentations based on the Project/Program Models and Evaluation Plans included as part of their funding applications to the CRA Board.

8. The CRA Board will consider and make final decisions regarding funding requests.

Application Review Criteria

Criteria to be used by the CRA's Funding Evaluation Committee in reviewing applications for funding are grouped into six categories weighted as follows:

Organization Capacity	20%
Need for Project/Program	20%
Project/Program Description	10%
Project/Program Model	20%
Evaluation Plan	10%
Budget & Sustainability	20%

Specific items will be rated by each member of the Funding Evaluation Committee on a scale of 1 to 5, worst to best possible response: (1) Unacceptable, (2) Minimal, (3) Satisfactory, (4) Good, (5) Excellent.

Specific criteria to be used by the committee to evaluate funding applications are as follows:

ORGANIZATION CAPACITY

- Length of time established, overall growth/stability
- Stability/growth of organization funding
- Board professional composition, role, commitment to program/project
- Demonstrated experience/success with similar project/program

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- Project/program leadership and staff qualifications
- Collaborative relationships/affiliations relative to project/program
- Prior CRA funding experience with similar project/program
- External oversight/accreditation/affiliation
- Long term/strategic planning process
- Current strategic plan and status

NEED FOR PROGRAM/PROJECT

- Project/program need consistent with CRA "Overall Needs"
- Project/program need consistent with organization mission
- Documentation of project/program need
- Uniqueness/lack of duplication, or affiliation with similar resources

PROJECT/PROGRAM DESCRIPTION

- Innovative or proven approach and justification
- Target population(s) clearly defined and within guidelines
- Activities clearly described and consistent with project/program model
- Staff and resources adequate to implement activities
- Activities likely to result in stated outputs/outcomes
- Realistic time frame to implement project/program

PROJECT/PROGRAM MODEL/PROJECTED RESULTS

- Stated project/program goal clear and relevant to CRA "Overall Needs"
- Clear relationship between activities, outputs, and outcomes
- Activities appropriate to project/program goal
- Realistic outputs and outcomes relative to organization capacity
- Clear, measurable outputs
- Clear, measurable outcomes
- Project/program results likely to lead to stated impacts

EVALUATION PLAN

- All CRA-funded activities addressed
- Outputs presented with measurable indicators
- Outcomes presented with measurable indicators
- Evaluation processes clearly described (who, how/tools, when)

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- Evaluation processes reasonable, appropriate
- Implementation responsibility/process clearly defined
- Application/usefulness of evaluation results

BUDGET & SUSTAINABILITY

- Adequate, appropriate expense budget to implement project/program
- Line item costs explained/justified in narrative
- Use of CRA funds clearly identified, may be tracked
- Sufficient mix of funding secured to implement project/program
- Non-CRA funding solicited/pending
- Financial documents demonstrate responsible financial management
- Realistic plans to sustain project/program

Accountability for Use of CRA Funds

Nonprofit Partners will be required to submit quarterly and annual evaluation and financial reports to provide data to support progress toward projected outcomes and to account for use of CRA funds. Report forms and instructions will be provided to organizations upon execution of funding agreements and will also be available at the CRA office and by email upon request.

Discrepancies in meeting projections included in final funding documents, whether performance fails to meet or exceeds those projections, must be addressed in the organization's Quarterly Evaluation Report, which may include, but not limited to, the following:

- Verifiable cumulative list of clients or location of activities funded by the program;
- Graduates and Job Creation Statistics (e.g. with minimum goal of 25% of clients residing or opening businesses within the CRA Area, etc.), as applicable to funding category;
- Quarterly workshops/training data, as applicable to funding category;
- Financial Statements (quarterly unaudited and annual audited) or supportive documents consistent with approved grant budget; and,
- Marketing and Outreach Plan and Statistics with documentation of efforts towards individuals who are served or residents of the CRA Area or own and operate a small business located in the CRA Area.

At its discretion, the CRA will work with Nonprofit Partners to address discrepancies, adjust projections, and/or improve performance.

Proposed changes to funding-related documents must be approved ***in advance*** by Thuy Shutt, CRA Assistant Director, as follows:

- ***All*** changes to the Project/Program Model or Evaluation Plan
- Changes of ***more than 10%*** in any Budget line item

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Limitations on Communications – Cone of Silence/No Lobbying

As to any matter relating to the NOGP, any applicant or anyone representing an applicant 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 the NOGP. For purposes of clarification, an applicant'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 applicant. There will be an opportunity for inquiries to be made of BBCRA staff during the scheduled Voluntary Pre-Submission Meeting. All inquiries must be in writing and directed to the BBCRA Assistant Director, Thuy Shutt, (ShuttT@bbfl.us). Any violation of this condition may result in rejection and/or disqualification of the application. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the Notice of Funding Availability (NOFA) and shall terminate at the time the BBCRA Board selects an organization(s), rejects all application(s), or otherwise takes action which ends the solicitation process.

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not located in the CRA District. They could have a satellite district, but first they need to be in the CRA District and lastly, the Community Caring Center was interested in the program, but could not make the deadline for this cycle.

Board Member Romelus asked why the CRA would open the grant to the Community Caring Center if the CRA was already allocating funds for them and learned the program is open to everyone. There are funds remaining and the Board could reissue another notice of available funding. The CRA has not allocated any funds to the Community Caring Center for their incubator program this year, but they did last year. This year, there was a request for assistance to relocate. Vice Chair Katz urged the Board to strictly regulate the grant so it would not become a money grabber. As the program expands, anyone who comes up with an idea could potentially become an economic development opportunity and the fund becomes a pile of available money. He thought the focus should be on business and economic development.

Board Member Romelus noted some people returned and were confused. She noted the program was new and there was a learning curve. She thought the grant should be reissued and supported option 2, which was to approve the reissuance of the NOGP for the remaining $92,923 for economic development and affordable/workforce housing categories with a 30-day closing date. If no one applies within that time, they close the category, roll the funds over to the next year and educate the public the opportunity is available.

Motion

Board Member Romelus moved to her above statement. Vice Chair Katz seconded the motion.

Vice Chair Katz commented now that the Board understands the process, the Board should hold the line on suspect proposals. Board Member Casello requested adding on to the program, if an applicant has a rating of less than 50%, the Board should not consider the request. Both motion makers added the requirement to the motion

Vote

The motion passed 4-1 *(Board Member McCray dissenting.)*

4. Discussion Regarding Redevelopment Options for CRA Owned Parcels within the MLK, Jr. Boulevard Corridor

Mr. Simon explained this item was discussed at the January 18th meeting and the Board requested the Advisory Board review redevelopment options and solicit input from the public. There was a good turnout and the Advisory Board took note of the public's concern. The CRA Advisory Board recommendation was to pursue a mixed-use commercial/residential development as contained in the CRA Plan; incorporate

Application for Funding – Nonprofit Partner
Boynton Beach Community Redevelopment Agency
INSTRUCTIONS

Organizations interested in applying for financial support from the Boynton Beach Community Redevelopment Agency (CRA) are strongly encouraged to review the Nonprofit Organization Grant Program (NOGP) to evaluate eligibility and obtain complete guidelines. The NOGP application and related forms are available online at www.CatchBoynton.com.

IMPORTANT DATES, Fiscal Year 2017-18 (Spring) Funding Cycle

- October 15, 2018 Application Available online
- October 29, 2018 1 & 6PM Voluntary Pre-submission Workshop (Boynton Beach CRA Office)
- November 5, 2018, 5 PM Deadline for Request for Information or questions
- November 15, 2018, 5 PM Applications due to CRA Office (710 N. Federal Hwy., Boynton Beach)
- November 21 or 26, 2018 Funding Evaluation Committee review of applications
- December 2018 Presentation & potential funding decisions by CRAAB and CRA Board

The CRA has the right to adjust the dates as necessary. All applicants would be notified of any changes.

GENERAL INSTRUCTIONS

Your application must be completed using the Word format provided by the CRA. The application form uses the Palatino Linotype, 11 point font. Maintain this font and *single spacing* for your responses.

Before you begin to fill in the application:

- Read all of these application instructions carefully
- Re-name the file using the following format: Application, Name of Organization, Due Date.doc
- Fill in your organization name and the due date in the footer
- If requested funding is not linked to a specific named project or program within the organization but rather to an organization-wide activity, administrative function, or other component it must still correlate with a "Key Activity" on the organization's project/program model. A project/program "title" should be assigned to identify it.

Enter all responses in the spaces provided. (Instructions for specific items follow.) Enter a response or "Not Applicable" for each item; do not leave any blanks.

Limit your narrative responses to the stated number of words. It is not necessary to use the maximum number of words – respond to each item as succinctly as possible to get your points across. (Use the Word Count feature in Word to check the exact number.)

You may find it helpful to draft your responses on a separate sheet and then copy-and-paste into the application form.

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INDIVIDUAL APPLICATION ITEMS

Section I. ORGANIZATION INFORMATION

1 **Organization legal name:** as shown on the 501(c)(3) letter and dba (doing business as), if applicable

2 **Address**: physical location of main organization office

3 **Telephone:** telephone number, including area code, for main organization office

4 **Fax:** fax number, including area code, for main organization office

5 **Website:** organization website address

6 **Mission Statement:** Board-approved mission statement

7 **Executive Leader:** name of Executive Director or Chief Executive Officer

8 **Application Contact:** if applicable, contact person other than executive leader for application

9 **Title:** of Application Contact, if applicable

10 **Contact Telephone:** phone number for Application Contact, if applicable

11 **Email:** e-mail address for Application Contact, if applicable

12 **Year Established, Organization History and Growth (maximum 1,000 words):** provide brief overall history and key events that speak to your organization's strengths and qualifications, especially as they pertain to the proposed services for which you are requesting CRA support; include negative events or challenges you have overcome if you think doing so will strengthen your case

13 **Description/Programs (maximum 1,000 words):** provide brief overview of the organization's structure and programs, including those not incorporated in your request for support; use this broad description to create the context in which you are requesting support for specific programs or projects

14 **Long Term/Strategic Planning Process and Status of Current Plan (maximum 500 words):** describe organization's policy/process for long term/strategic planning and review; approval date and time frame for current plan; current action plan status; how plan/progress is tracked, etc.; attach plan (approved or adopted within past three years) and policy, if applicable

15 **Board Roles Responsibilities (maximum 500 words):** explain key Board roles and responsibilities, frequency of meetings, committee structure, etc.; ***also attach list of Board officers and members including brief bio for each (maximum 250 words each), if applicable***

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16 **Policy on Board Contributions (maximum 250 words):** Explain any formal or informal policy on Board member contributions; attach policy if applicable

17 **For current fiscal year, number of Board members contributing cash donations, donations raised from others, volunteer hours, in-kind donations:** the number of Board members that have contributed during the current fiscal year

18 **For current fiscal year, amount/value of Board member contributions of cash, donations raised from others, volunteer hours, in-kind donations:** the total dollar value of contributions by Board members represented in item #17

19 **Oversight, accreditation, affiliation:** if applicable, list "parent" organization or other entities with which the organization is professionally or legally affiliated for accreditation, evaluation, or mandatory or voluntary oversight (does not include funding sources, unless they also meet this criterion); include brief description of relationship

Section II. PROJECT/PROGRAM INFORMATION

20 **Project/Program Title:** specific project or program within the organization or organization-wide activity, administrative function, or other component; must correlate with a "Key Activity" on the Project/Program Model and be assigned a title.

21 **Prior CRA Funding for Same Project/Program (Yes/No):** has your organization received previous CRA funding for the same type of project or program?

22 **Time Period:** indicate the fiscal year(s) if organization has received prior CRA funding

23 **Boynton CRA Overall Need Addressed:** "Economic/Business Development" as discussed in the 2016 Boynton Beach Community Redevelopment Plan (CRA Plan) and the NOGP Funding Framework

24 **New or Existing Project/Program**

25 **If Existing Project/Program, Year Established**

26 **Project/Program Goal (maximum 150 words):** succinctly stated purpose or intended results of the project/program, *not* a description of it

27 **Need for Project/Program (maximum 1000 words):** *documented* problems, symptoms, or conditions that demonstrate the need for the project/program; justification; consequences if the need is not met; include data and references to support the need at the local, state, and/or national levels

28 **Description (maximum 500 words):** detailed description of how the project/program operates

29 **Target Audience or Persons Served (maximum 150 words):** intended audience or participants including geographic area (goal of 25% of clients residing or opening businesses within the CRA district as applicable to funding category), age range, and other demographics or characteristics

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30 **Innovative or Proven Approach and Justification (maximum 500 words):** rationale or justification for the project/program approach including references and/or related data

31 **Uniqueness, or Justification for Duplication of Similar Area Project/Program (maximum 250 words):** how the project/program is unique or different from others in the area or, if there are similar projects/programs, why the project/program is justified

32 **Organization's Prior Experience with Project/Program or Similar (maximum 250 words)**

33 **Operating partnerships (maximum 500 words):** relationships with other organizations that are integral to operation of the project/program; formal and/or informal sharing or exchange of services, products, human resources, funding, etc. specific to this purpose; attach Affiliation Agreements if applicable

34 **Implementation Action Plan/Time Line:** time line to implement proposed project/program or make changes to existing operations, including key actions, dates, responsible staff if applicable (especially important for new projects/programs or significant changes); narrative or graphic presentation is acceptable

35 **Key Staff and Qualifications (maximum 500 words):** staff directly responsible for implementing, managing, and evaluating the project/program and brief summary of their relevant credentials and experience

36 **Potential Challenges and Strategies to Address Challenges (maximum 500 words)**

Section III. FINANCIAL INFORMATION

37 **Total Organization Budget**: Enter three Total Organization Budget amounts:
- Final *audited* Total Organization budget for the previous Fiscal Year
- Board-approved Total Organization Budget for the current Fiscal Year; most recent figure if the budget has been revised during the year
- Proposed Total Organization Budget for the fiscal year for which the request is being submitted; if the request is made for the current Fiscal Year, enter that amount again

38 **Project/Program Budget:** ***total*** budget amount for projects or programs included in this CRA application; should equal the "Total Expenses Project " shown on the CRA Budget, Attachment Vll)

39 **Amount Requested:** of the total Project/Program Budget, dollar amount of request to CRA - should equal the CRA request amount in the CRA Budget (attached)

40 **Percent of Organization Budget:** percent of Amount Requested of the ***Total Organization Budget*** (not the Total Project/Program Budget)**;** this amount generally may not exceed 25%. The CRA Board at their discretion may approve an amount over 25%, based on the criteria outlined in the NOGP Guidelines, but may not to exceed a total grant amount of $75,000 per applicant (see NOGP Guidelines, Amount of Funding).

41 **Project/Program Time Period:** Fiscal Year or specific time frame within Fiscal Year in which proposed project/program will be completed

42 **Type(s) of Support Requested:** type of support as defined in the NOGP

43 **Other Support/Status and Plans for project/program sustainability (maximum 500 words):** planned and committed financial support including status of funds requested but not confirmed, as well as other factors expected to assure sustainability of the program; for time-limited projects, mix of funding and other support expected to make it possible to complete the project within the anticipated time frame

Section IV. APPLICATION CHECKLIST

A. Cover Letter signed by Board President/Chair - stating: (1) the application package was endorsed by a majority vote of the board; include the date of the meeting in which the vote was taken; (2) the board understands that the CRA funding is to be utilized in conjunction with programs and operations that are consistent with the CRA's mission and the CRA Plan for the benefit of the Redevelopment Area, and (3) board members are committed to assisting the organization in working to achieve the measurable outcomes identified in the funding application. ***If the Board meeting schedule precludes a review/vote prior to submitting the application, indicate in the letter the date that meeting will take place and send the full commitment letter before the CRA Board presentation***

B. 501(c)(3) Letter (must be classified as tax-exempt under IRS 501(c)(3) at time of application)

C. Evidence of Good Standing with the State of Florida

D. Board of Directors/Officers list with bios (maximum 250 words each)

E. Policy on Board roles & responsibilities, if applicable

F. Policy on Board contributions, if applicable

G. Strategic Plan or other long-term planning document

H. Policy on strategic/long-term planning, if applicable

I. Project/Program Model – *refer to separate instructions*

J. Evaluation Plan - *refer to separate instructions*

K. CRA Project/Program Budget Request - *refer to separate instructions*

L. CRA Project/Program Budget Narrative - *refer to separate instructions*

M. Financial Statement – current fiscal year-to-date through July

N. Most recent Form 990 or 990 EZ, as applicable

O. 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 minimum Experian Intelliscore Plus Score of 26 or higher or Risk Class of "3" or lower to be eligible. 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.

P. One of the following financial statement services performed by a Certified Public Accountant (CPA):
   - Most recent Financial Statement Compilation for grant applications in excess of $10,000;
   - Most recent Financial Statement Review for grant applications in excess of $45,000; or,
   - Most recent Independent Financial Audit for grant applications in excess of $70,000

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Q. Affiliation Agreements, if applicable (list) – only documents describing current or planned collaborative partnerships with specific roles or resources that each partner will provide relative to the proposed project/program are acceptable; *letters of general support will not be considered as a replacement for an Affiliation Agreement*

R. Current Balance Sheet – As of 7/31/18 or more recent.

The CRA has the right to determine what documents included on the list are not applicable (NA) and request any additional information as necessary.

The checklist is provided to assure that the application is complete. Applicants will be advised of missing components and given a time-limited opportunity to add them. If the time frame passes and missing components are not provided, incomplete applications will not be given further consideration.

- Enter ✓(provided), X (not provided), or NA (not applicable) for each item on the checklist
- Enter titles and/or dates as requested for various documents

Section V. CERTIFICATION STATEMENT AND SIGNATURE

The name and title of the chief executive of the organization must be typed in and he or she must sign and date the certification statement in blue ink.

ASSEMBLING THE APPLICATION

Applicants must prepare one original unbound copy, one (1) hard copy of the complete application document in a three-ring loose-leaf binder with the left margin adjusted for the punched holes, and one electronic copy on a CD or jump drive. Note that printing on three-hole punch paper will preclude having to punch holes in all of the sheets. Assemble the pages of the complete application document in the following order:

Cover Letter

1. **Application for Funding**
2. **Organization Information:**
    - 501(c)(3) Letter (must be classified as tax-exempt under IRS 501(c)(3) at time of application)
    - Board of Directors list with bios
    - Policy on Board roles & responsibilities, if applicable
    - Policy on Board contributions, if applicable
    - Strategic Plan or other long-term planning document
    - Policy on strategic/long-term planning, if applicable
3. **Project/Program Documents:**
    - Project/Program Model
    - Evaluation Plan

4. **Financial Information:**
    - CRA Project/Program Budget Request
    - CRA Project/Program Budget Narrative
    - Most recent Financial Statement
    - Most recent Form 990 or 990 EZ, as applicable
    - Most recent Financial Statement Compilation performed by a Certified Public Accountant (CPA) for grant applications in excess of $10,000
    - Most recent Financial Statement Review performed by a Certified Public Accountant (CPA) for grant applications in excess of $45,000
    - Most recent Independent Financial Audit performed by a Certified Public Accountant (CPA) for grant applications in excess of $70,000
    - Authorization to perform credit check for the business and each principal/owner of the business (attached)
5. **Affiliation Agreements, if applicable**

Print one (1) unbound original application document and mark it "ORIGINAL" at the top of the first page. Do not staple any of the pages together.

Place the cover letter on top and enter the remaining pages in order as instructed above behind the following five tabs:

1. **Application Form**
2. **Organization Information**
3. **Project/Program Documents**
4. **Financial Information**
5. **Affiliation Agreements**

Scan and save your completed Application for Funding and CRA Combined Budget, including Project/Program Budget Narrative(s) as .pdf files (minimum 300 dpi resolution with autocolor format) in the same tabbed order as indicated above. Copy these files *and all other application attachments* onto a CD or jump drive. It is *NOT* necessary to convert all other attachments to .pdf files if they are not already saved in that format.

Label the CD or jump drive with your organization name and the submission due date.

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SUBMISSION OF THE APPLICATION

Place the original unbound application, one (1) hard copy in a three-ring binder, and the CD or jump drive in a sealed box and deliver to the CRA office at the following address by hand, US mail, or courier service. Proof of delivery is recommended.

ATTENTION: Thuy Shutt, Assistant Director
Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435
561-600-9098

The application package must be received at the CRA office on the due date by 5 PM. *Late applications will not be accepted.* Applications will not be accepted by fax or email.

QUESTIONS / TECHNICAL ASSISTANCE

You may submit questions by e-mail to ShuttT@bbfl.us by November 5, 2018, 5 PM, before the application deadline. Answers relevant to all applicants will be posted on the CRA website, www.catchboynton.com.

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Application for Funding – Nonprofit Partner
Boynton Beach Community Redevelopment Agency

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.

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 is sufficient assurance for the CRA to award grant funding.

Section I. ORGANIZATION INFORMATION		
1 Organization Legal Name:		
dba, if applicable:		
2 Address:		
3 Telephone:	4 Fax:	5 Website:
6 Mission Statement:		
7 Executive Leader:		
8 Application Contact:	9 Title:	
10 Contact Telephone:	11 Email:	
12 Year Established, Organization History and Growth (maximum 1,000 words):		
13 Description/Programs (maximum 1,000 words):		
14 Long Term/Strategic Planning Process & Status of Current Plan (attach Plan) (maximum 500 words):		
15 Board Roles & Responsibilities (maximum 500 words):		
16 Policy on Board Contributions (maximum 250 words):		
17 For current fiscal year, number of Board Members contributing:		

___ Cash donations ___ Donations raised from others ___ Volunteer hours ___ In-kind donations
18 For current fiscal year, amount/value of Board member contributions: _____ Cash donations _____ Donations raised from others _____ Volunteer hours _____ In-kind donations
19 Oversight/Accreditation/Affiliation:

Section II. PROGRAM/PROJECT INFORMATION	
20 Project/Program Title:	
21 Prior CRA Funding for Same Project/Program __Yes __ No	22 If Yes, Time Period:
23 Boynton Beach CRA Overall Need Addressed:	
24 Project/Program is ___ New or ___ Existing	25 If Existing, Year Established:
26 Goal (maximum 150 words):	
27 Documentation of Need for Project/Program (maximum 1,000 words):	
28 Description (maximum 500 words):	
29 Target Audience or Persons Served (maximum 150 words):	
30 Innovative or Proven Approach and Justification (maximum 500 words):	
31 Uniqueness, or Justification for Duplication of Similar Area Project/Program (maximum 250 words):	
32 Prior Experience with Project/Program or Similar (maximum 250 words):	
33 Operating Partnerships (maximum 500 words):	
34 Implementation Action Plan/Time Line:	
35 Key Staff and Qualifications (maximum 500 words):	
36 Potential Challenges and Strategies to Address Them (maximum 500 words):	

Section III. FINANCIAL INFORMATION			
37 **Total Organization Budget:**	Previous FY $	Current FY $	Proposed $
38 Project/Program Budget: $	39 Amount Requested: $	40 % of Org Budget	%
41 Time Period: Program/Project A:			
42 Type(s) of Support Requested:			
43 Other Support/Status and Plans for Sustainability (maximum 500 words):			

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Section IV. APPLICATION CHECKLIST		
	A. Cover letter signed by Board President/Chair	
	B. 501(c)(3) IRS Determination Letter, must be classified as tax-exempt at time of application	
	C. Evidence of Good Standing with State of Florida	
	D. Board of Directors list with brief bios	
	E. Policy on Board roles & responsibilities, if applicable	Title:
	F. Policy on Board contributions, if applicable	Title:
	G. Strategic Plan or other long-term planning document	
	H. Policy on strategic/long-term planning, if applicable	Title:
	I. Project/Program Model	
	J. Evaluation Plan	
	K. CRA Project/Program Budget Request	
	L. CRA Project/Program Budget Narrative	
	M. Most recent Financial Statement	Time Period:
	N. Most recent Form 990 or 990 EZ (as applicable)	Fiscal Year:
	O. Completed Credit Authorization Form	
	P. Most or more recent Independent Financial Compilation, Review, or Audit	Fiscal Year:
	Q. Affiliation Agreements (if applicable list below):	
	R. Current Balance Sheet as of 7/31/18	

Section V. CERTIFICATION STATEMENT AND SIGNATURE

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 Nonprofit Organization 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 Nonprofit Organization Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the CRA may, at its sole discretion, discontinue subsidy

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payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

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 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.

As Chief Executive of the applicant organization I certify that (1) the information provided in this application is correct and complete to the best of my knowledge; (2) I am committed to the purpose of the proposed project or program and will work with Board and staff members to accomplish its stated outcomes; and, (3) I will be accountable for compliance with all CRA requirements for operation, evaluation, and reporting.

_____ _____

Chief Executive Signature Date Submitted

_____

Print Name/Title

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Funding Evaluation Plan - Instructions
Boynton Beach Community Redevelopment Agency (CRA)

The Evaluation Plan serves as the basis for required quarterly and annual reports in which funded organizations will document their progress toward projected outputs and outcomes. The Evaluation Plan is designed to 1) translate outcomes from the Project/Program Model(s) into measureable performance indicators, and 2) to identify specific procedures, personnel, schedule, and tools/instruments to collect, analyze, and report data comparing actual to projected performance. ***The Project/Program Model(s) must be complete before the Evaluation Plan may be developed.***

These instructions are intended to provide guidelines specific only to the Boynton Beach CRA Funding Evaluation Plan. Organizations with limited knowledge of or experience with evaluation planning are advised to obtain training and/or technical assistance.

1. Rename the file using the following format: "Eval Plan, Organization Name, Due Date.doc"

2. Enter the organization name, Fiscal Year for which funding is requested, and application due date in the footer

3. Complete the organization information

    - Organization – legal name of organization
    - Contact Person – person responsible for preparing the Evaluation Plan
    - Names of Project/Program, consistent with other application materials
    - Funding Period – fiscal year or part for which funding is requested for each project/program

4. Copy-and-paste the blank table as many times as needed to have one for each Key Activity listed in the Project/Program Model for the program/project.

5. Complete the table for each activity – the space will expand as you enter text:

    - Fill in the Key Activity number and name or brief description in a few words, just enough to identify the activity
    - List the <u>OUTPUTS</u> in the appropriate column to the left – be sure the indicators are measurable; you may be able to copy-and-paste each section directly from the Project/Program Model
    - Fill in the related Evaluation Process for each output (shown on the left) in the column to the right – include who will be involved in the process, specific methods and tools to be used to collect data, and the schedule or time frame for evaluation processes

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- List the OUTCOMES/Measurable Indicators in the appropriate column to the left (below the Outputs) – be sure the indicators are measurable; you may be able to copy-and-paste each section directly from the Project/Program Model

- Fill in the related Evaluation Process for each outcome (shown on the left) in the column to the right – include who will be involved in the process, specific methods and tools to be used to collect data, and the schedule for evaluation

- Some evaluation processes may be used for more than one indicator – it is not necessary to repeat the entire description as long as you make this clear in the table

6. Repeat the above in a separate table for each activity shown on the Project/Program Model(s)

7. Complete "Narrative response" items #1 - #10

8. The Plan must be signed by the organization's executive and Board leaders to indicate their approval and commitment; type in their names and correct titles under the signature line

9. Attach the Project/Program Model(s) on which the Evaluation Plan was based

The Evaluation Plan serves as the basis for required quarterly and annual reports in which funded organizations will document their progress toward projected outputs and outcomes. Separate reporting forms for quarterly and annual reports are included in the application package.

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Funding Evaluation Plan
Boynton Beach Community Redevelopment Agency (CRA)

Organization _____ **Contact Person** _____

Project/Program Name_____ **Funding Period**_____

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.

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 is sufficient assurance for the CRA to award grant funding.

Copy-and-paste table below to address each Key Activity included in the Project/Program Model for the Program/Project

PROGRAM/PROJECT	**Activity #___:**
OUTPUTS / Measurable Indicators ➔	**Evaluation Process - Outputs: Who, Tools, When**
OUTCOMES / Measurable Indicators ➔	**Evaluation Process - Outcomes: Who, Tools, When**

Narrative response:

1. Describe input, if any, to this Evaluation Plan, or the Project/Program Model(s) on which it is based, from outside consultants, staff, Board, funders, clients, or other organization stakeholders.
2. Does the organization engage in other evaluation activities and reporting? If so, describe briefly.

3. Will any additional cost be incurred to implement this Evaluation Plan? ___Yes ___ No If yes, describe specific items and amounts.

4. If applicable, have additional costs been included in the project/program budget?

5. Who will be responsible for coordinating the evaluation process and preparing quarterly/annual reports?

6. How will evaluation data be used for internal performance improvement?

7. Will evaluation data/reports be shared with organization staff?

8. Will evaluation data/reports be shared with the organization's Board of Directors?

9. The Boynton Beach CRA requires that evaluation data relative to CRA support be reported quarterly and at the end of the year. Will the data/reports be shared with other funders?

10. Who are other organization stakeholders? Will evaluation data/reports be shared with them?

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 Nonprofit Organization 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 Nonprofit Organization Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the CRA 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 in 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.

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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.

Signatures below indicate approval of and commitment to this Evaluation Plan and the Project/Program Model on which it is based:

Chief Executive Signature Date	Chairperson, Board of Directors Date
Printed Name/Title	Printed Name

Attachment: Project/Program Model

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AUTHORIZATION TO PERFORM A CREDIT CHECK

FOR NONPROFIT ORGANIZATION

The applicant herby consents to and authorized the Boynton Beach Community Redevelopment Agency's ("CRA") investigation into the credit-worthiness of the applicant. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the applicant's credit-worthiness on behalf of the CRA, including independent contractors and credit agencies retained by the CRA for such purpose.

Any information provided to the CRA is a public record subject to the provisions of Ch. 119 F.S.

Applicant grants such consent and authorization to the CRA for the period commencing as of the date of this authorization and terminating on the date the grant has been fulfilled.

This applicant hereby waives and all claims, past, present or future, which the applicant may have against the CRA by reason of any credit investigation made pursuant to applicant's consent and authorization herein give to the CRA.

An authorization to Perform Credit Check needs to be complete by each Chief Executive of the nonprofit organization.

Business (d/b/a if applicable):_____

Federal Tax ID #: _____

Current Business Address: _____

State of Corporation: _____ Email: _____

Phone Number: _____ Fax Number: _____

Signature: _____ Date: _____

Title: _____

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	A	C	E	G	I	K
1	**CRA Combined Budget Form - Funding Application FY 2018-19**					
2	**Organization Name**					
3	**Executive Leader & Key Financial Manager Names**					
4	**Previous FY (2017-18) Total Organization Budget**		$			
5	**Program/Project Name**					
6	**Application Due Date**		November 15, 2018			
7						
8	INCOME	**FY 2017-2018 Budget**	**FY 2017-2018 Organization Fiscal YTD thru 9/30/18**	**Projected FY 2018-19 Organization Total Budget**	**FY 2018-19 Projected Total Project/Program**	
9	Fees, Tickets, Registration, etc.					
10	Corporate Grants/Contributions					
11	Individual Donations					
12	Foundation Grants					
13	Government - Federal					
14	Government- Local/County					
15	Government- State					
16	In-Kind					
17	Interest Income					
18	Membership					
19	**CRA Actual or Requested**	-		-		
20	Other:					
21	Other:					
22	Other:					
23	**Total Income**	-	-	-	-	
24						
25	**CRA % of Total Income**	#DIV/0!	#DIV/0!	**#DIV/0!**	#DIV/0!	
26						
27	**NOTES:**					
28	(1) The CRA Request in INCOME Column G should equal the CRA Request at the bottom of the EXPENSES budget					
29	(2) Total INCOME should equal Total EXPENSES to project a balanced budget in FY 2018-19 (Column G)					
30	(3) CRA % of projected Total Organization Income may not exceed 25% for FY 2018-19 (Column G) unless approved by CRA					
31	(4) Figures in Column I and, if applicable, Column K, should match Program/Project Budget Narrative					

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	A	B	C	D	E	F	G	H	I	J	K
32	**EXPENSES** *See separate Instructions for line item definitions*		**FY 2017-2018 Budget**		**FY 2017-2018 Organization Fiscal YTD thru 9/30/18**		**Projected FY 2018-19 Organization Total Budget**		**FY 2018-19 Projected Total Project/Program**		
33	Salaries & Related Taxes										
34	Fringe Benefits										
35	Professional Svcs/Consulting										
36	Insurance										
37	Licenses, Registration, Permits										
38	Conferences & Meetings										
39	Copying & Printing										
40	Equipment Rental/Maintenance										
41	Rent/Mortgage & Maintenance										
42	Utilities										
43	Telecommunication										
44	Office & Program Supplies										
45	Postage & Delivery										
46	Local Travel										
47	Capital Expenditures										
48	Other:										
49	Other:										
50	**Sub-Total Expenses**		-		-		-		-		
51	___% Admin/Indirect Expense										
52	**Total Expense**		-		-		-		-		
53											
54	**NET INCOME**		-		-		-		-		
55											
56	**Total Expenses Project**						-				
57	***CRA Request***						-		-		
58											
59	**NOTES:**										
60	(1) Refer to separate Instructions for definitions of each line item expense										
61	(2) In Column G, CRA Request may be less than Total Expense as there may be other sources of revenue for the program(s)										
62	(3) Projected NET INCOME (Total Income minus Total Expense) should equal zero for a balanced budget in FY 2018-2019 (Column G)										

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	A	B	C	D	E	F
1			***CRA Project/Program Budget Narrative Form***			
2						
3	**Organization Name**					
4	**Project/Program Name**					
5						
6	**PROJECT/PROGRAM INCOME NARRATIVE**		**Amount**	**Justification / basis for budgeted amount (Insert lines for significant specific funding sources beneath line item categories)**	**C or P (2)**	**Date of: - P -Decision or - C - Funding Start (3)**
7						
8	Fees, Tickets, Registration, etc.					
9	Corporate Grants/Contributions					
10	Individual Donations					
11	Foundation Grants					
12	Government- Federal					
13	Government- Local/County					
14	Government- State					
15	In-Kind					
16	Interest Income					
17	Membership					
18	**CRA Request**			See Combined Budget, Revenue Section		
19	Other:					
20	Other:					
21	Other:					
22	**Total Income**		**-**	Equals Total Income, Program/Project (Column I)		
23						
24	**NOTES:**					
25	(1) Insert additional rows for significant specific funding sources beneath each line item category					
26	(2) For each significant grant, contract, or contribution, indicate if it is (C) confirmed, or (P) decision pending					
27	(3) For each item in Column E, indicate date decision is expected for PENDING and date funding begins for CONFIRMED					
28	(4) CRA Request, Column C, should match Column I on the Combined Budget					
29	(5) Total Income should equal Project/Program, Total Income, (Column I)					
30						
31	COMMENTS:					

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	A	B	C	D	E	F
32	**PROJECT/PROGRAM EXPENSE NARRATIVE**		**Amount**	**Item Detail/Description**		
34	Salaries & Related Taxes:					
35						
36						
37						
38			-	Total Salaries & Related Taxes		
40	Fringe Benefits:					
41						
42						
43						
44			-	Total Fringe Benefits		
46	Professional Svcs/Consulting:					
47						
48						
49						
50			-	Total Professional Services / Consulting		
52	Insurance:					
53						
54						
55			-	Total Insurance		
57	Licenses, Registration, Permits:					
58						
59						
60			-	Total Licenses, Registration, Permits		
62	Conferences & Meetings:					
63						
64						
65			-	Total Conferences & Meetings		
67	Copying & Printing					

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	A	B	C	D	E	F
69	Equipment Rental/Maintenance					
71	Rent/Mortgage & Maintenance					
73	Utilties					
75	Telecommunications					
77	Office & Program Supplies					
79	Postage & Delivery					
81	Local Travel					
83	Capital Expenditures					
85	Other:					
87	Other:					
89	____% Admin/Indirect Expense					
91	**TOTAL EXPENSES**		**-**	**Equals Total Expense, Program/Project, Combined Budget (Column I)**		
92						
93						
94						
95						
96						
97						
98						
99						
100						
101						
102						
103						
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109						

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Applicant:

Application Evaluation Form

Funding Period: FY 2018-19

SUMMARY PAGE

No.	Criterion	Max	Rating	%	Comments
	ORGANIZATION CAPACITY (20%) - ENTER RATINGS HERE				
1	Length of time established, overall growth/stability	5	0		
2	Stability/growth of organization funding	5	0		
3	Board composition, role, commitment to program/project	5	0		
4	Demonstrated experience/success with similar program/project	5	0		
5	Program/project leadership and staff qualifications	15	0		
6	Collaborative relationships/affiliations relative to program/project	5	0		
9	Strategic planning process/current plan	5	0		
	Organization Capacity Subtotal	**45**	**0**	**0%**	**Formula: (Score X .20) ÷ maximum**
	PROJECT/PROGRAM - Enter ratings on attached sheet				
	Project/Program - Need (20%)	20	0	0%	
	Project/Program - Description (10%)	30	0	0%	
	Project/Program Projected Results (20%)	35	0	0%	
	Project/Program - Evaluation Plan (10%)	35	0	0%	
	Project/Program - Budget & Sustainability (20%)	35	0	0%	
	Program A - Total, including Organization Capacity	**200**	**0**	**0%**	
NOTES AND COMMENTS (See also - Notes, Program/Project)					**FUNDING RECOMMENDATION**
Committee Member:					**Date:**

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Application Evaluation Form

Project/Program: Economic/Business Development or Affordable and Workforce Housing

	1=Unacceptable 2=Minimal 3=Satisfactory 4=Good 5=Excellent				
No.	Criterion	Max	Rating	%	Comments
	NEED FOR PROGRAM/PROJECT (20%)				
10	Project/program need consistent with CRA Overall Need	5	0		
11	Project/program need consistent with organization mission	5	0		
12	Documentation of program/project need	5	0		
13	Uniqueness/lack of duplication, or affiliation with similar resources	5	0		
	Need for Project/Program Subtotal	20	0	0%	Formula: (Score X .20) ÷ maximum
	PROGRAM/PROJECT DESCRIPTION (10%)				
14	Innovative vs proven approach and justification	5	0		
15	Target population(s) clearly defined and within guidelines	5	0		
16	Activities clearly described and consistent with logic model	5	0		
17	Staff and resources adequate to implement activities	5	0		
18	Activities likely to result in stated outputs/outcomes	5	0		
19	Realistic time frame to implement program/project	5	0		
	Project/Program Description Subtotal	30	0	0%	Formula: (Score X .10) ÷ maximum
	LOGIC MODEL / PROJECTED RESULTS (20%)				
20	Stated project/program goal clear and relevant to CRA Overall Need	10	0		
21	Clear relationship between activities, outputs, and outcomes	5	0		
22	Activities appropriate to project/program goal	5	0		
24	Clear, measurable outputs	5	0		
25	Clear, measurable outcomes	5	0		
26	Program/project results likely to lead to stated Impacts	5	0		
	Project/Program Model/Projected Results Subtotal	35	0	0%	Formula: (Score X .20) ÷ maximum
	EVALUATION PLAN (10%)				
27	All CRA-funded activities addressed	5	0		
28	Outputs presented with measurable indicators	5	0		
29	Outcomes presented with measurable indicators	5	0		
30	Evaluation processes clearly described (who, how/tools, when)	5	0		
31	Evaluation processes reasonable, appropriate	5	0		
32	Implementation responsibility/process clearly defined	5	0		
33	Application/usefulness of evaluation results	5	0		
	Evaluation Plan Subtotal	35	0	0%	Formula: (Score X .10) ÷ maximum

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Application Evaluation Form

Project/Program: Economic/Business Development or Affordable and Workforce Housing

	1=Unacceptable 2=Minimal 3=Satisfactory 4=Good 5=Excellent				
No.	Criterion	Max	Rating	%	Comments
	BUDGET & SUSTAINABILITY (20%)				
34	Adequate, appropriate expense budget to implement project/program	5	0		
35	Line item costs explained/justified in narrative	5	0		
36	Use of CRA funds clearly identified, may be tracked	5	0		
37	Sufficient mix of funding secured to implement project/program	5	0		
38	Mix & status of non-CRA funding solicited/pending	5	0		
39	Financial documents demonstrate responsible financial management	5	0		
40	Realistic plans to sustain project/program	5	0		
	Budget & Sustainability Subtotal	35	0	0%	Formula: (Score X .20) ÷ maximum
	TOTAL	**155**	**0**	**0%**	

NOTES AND COMMENTS

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Boynton Beach Community Redevelopment Agency

FUNDING APPLICATION SCREENING FY2018-19

Applicant_____Program/Project_____

1. ___ Yes ___No	Funding application was submitted by due date/time
Comments	
2. ___ Yes ___No	Organization meets eligibility criteria to apply: ___ Mission consistent with CRA ___ Tax-exempt under 501(c)(3) ___ Located within CRA (_____District) ___ Serves CRA residents and/or visitors ___ Demonstrated Board commitment to purpose/accountability
Comments	
3. ___ Yes ___No	Application package is complete: ___Cover Letter signed by Board Chair ___501(c)(3) Documentation ___Board of Directors List and Bios ___Strategic Plan ___Project/Program Model ___Evaluation Plan ___Budget Request ___Budget Narrative ___Financial Statement ___Form 990 or 990 EZ (2013) ___Independent Financial Compilation/ Review/Audit (2017) ___Credit Authorization & Fee ___Affiliation Agreements ___Policy on Board roles & responsibilities ___Policy on Board contributions ___Letter of Good Standing
Comments	
4. __Yes ___No ___	PendingBoard Resolution demonstrates: ___ Consistency of proposed project/program with specific CRA Overall Need ___ Board commitment to purpose and accountability for funding
5. ___ Yes ___No	Requested amount is within limit stated in NOGP Guidelines
Comments	

Recommendation: _x__ Full review of application ___ No further consideration of application

Thuy Shutt 11/ /18

Thuy Shutt,Assistant Director Date

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FY 2018-19

CRA Quarterly Budget Report

3	**ORGANIZATION NAME:_____**		FY 2018-19 Budget				Quarter: _____	
4								
5	INCOME		**FY 2018-19 Quarter to**		**FY 2018-2019 Year-to-Date to**		**FY Budget 2018-19**	**Variance Favorable (Unfavorable)**
6	Fees, Tickets, Registration, etc.							
7	Corporate Grants/Contributions							
8	Individual Donations							
9	Foundation Grants							
10	Government - Federal							
11	Government- Local/County							
12	Government- State							
13	In-Kind							
14	Interest Income							
15	Membership							
16	**CRA Actual or Requested**							
17	Other:							
18	Other:							
19	Other:							
20	**Total Income**		-		-		-	-
21								
22	Expense		**FY 2018-19 Quarter to**		**FY 2018-2019 Year-to-Date to**		**FY Budget 2018-19**	**Variance Favorable (Unfavorable)**
23	Salaries & Related Taxes							
24	Fringe Benefits							
25	Professional Svcs/Consulting							
26	Insurance							
27	Licenses, Registration, Permits							
28	Conferences & Meetings							
29	Copying & Printing							
30	Equipment Rental/Maintenance							
31	Rent/Mortgage & Maintenance							
32	Utilities							
33	Telecommunication							
34	Office & Program Supplies							
35	Postage & Delivery							
36	Local Travel							
37	Capital Expenditures							
38	Other:							
39	Other:							
40	**Sub-Total Expenses**		-		-		-	-
41	**Total Expense**		-		-		-	-
42								
43	**NET INCOME**		-		-		-	-
44								
45								

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	A	B	C	D	E	F	G	H	I
46	**CRA Budget Narrative Form**								
47	**ORGANIZATION NAME:**_____				FY 2018-2019 Budget				Quarter: _____
48	____Exceeding Projection		____On Target		_____Below Projection				
49	INCOME:		Explanation of Variances						
50	Fees, Tickets, Registration, etc.								
51	Corporate Grants/Contributions								
52	Individual Donations								
53	Foundation Grants								
54	Government - Federal								
55	Government- Local/County								
56	Government- State								
57	In-Kind								
58	Interest Income								
59	Membership								
60	**CRA Actual or Requested**								
61	Other:								
62	Other:								
63	Other:								
64									
65									
66	____Lower than Projection		____On Target		_____Exceeding Projection				
67	EXPENSES:		Explanation of Variances						
68	Salaries & Related Taxes								
69	Fringe Benefits								
70	Professional Svcs/Consulting								
71	Insurance								
72	Licenses, Registration, Permits								
73	Conferences & Meetings								
74	Copying & Printing								
75	Equipment Rental/Maintenance								
76	Rent/Mortgage & Maintenance								
77	Utilities								
78	Telecommunication								
79	Office & Program Supplies								
80	Postage & Delivery								
81	Local Travel								
82	Capital Expenditures								
83	Other:								
84	Other:								
85									

Draft

FUNDING AVAILABLE!

The Boynton Beach CRA is accepting applications for the Non-profit Organization Grant Program (NOGP).

Non-profit organizations serving the Boynton Beach community are invited to submit applications for financial assistance with Economic/ Business Development or Affordable and Workforce Housing programs and activities in the furtherance of the CRA's Redevelopment Plan.

Voluntary Pre-submission Workshops at
Boynton Beach CRA Office:
Monday, October 29, 2018
1:00 P.M.
6:00 P.M.

Submission Deadline at CRA Office, 710 N. Federal Highway:
November 15, 2018, 5:00 P.M.

For More Information Contact
Thuy ("Twee") Shutt
(561) 600-9098
ShuttT@bbfl.us

BOYNTON BEACH CRA

¡FINANCIAMIENTO DISPONIBLE!

La CRA de Boynton Beach está aceptando solicitudes para el Programa de subsidio para organización no lucrativa (Non-profit Organization Grant Program, NOGP).

Las organizaciones no lucrativas que atienden a la comunidad de Boynton Beach están invitadas a enviar las solicitudes de asistencia financiera con los programas de Desarrollo económico/empresarial y vivienda asquible y las actividades para la promoción del Plan de remodelación de la CRA.

Talleres voluntarios antes del envío de solicitudes en la oficina de Boynton Beach CRA:
29 de octubre de 2018 a la 1:00 p,m. o 6:00 p.m.

Fecha límite para el envío de solicitudes a la oficina de la CRA, 710 N. Federal Highway:
15 de noviembre de 2018 a las 5:00 p.m.

Las solicitudes están disponibles en CatchBoynton.com

Para obtener más información, comuníquese con
Thuy ("Twee") Shutt
(561) 600-9098
ShuttT@bbfl.us

BOYNTON BEACH CRA

GEN FINANSMAN DISPONIB!

Boynton Beach CRA ap aksepte aplikasyon pou Pwogram Sibvansyon Òganizasyon ak Bi Non Likratif (Non-profit Organization Grant Program, NOGP).

N ap envite òganizasyon ak bi non likratif yo sèvi kominote Boyton Beach yo pou soumèt aplikasyon yo pou asistans finansyè ak pwogram ak aktivite Devlopman Ekonomik/Biznis lojman abòodab or kay bon mache avansman Plan Redevlopman CRA a.

Atelye Vonlontè Avan ou Soumèt Aplikasyon nan Boyton Beach CRA:
29 oktob 2018, nan 1:00 PM oswa 6:00 PM

Delè pou Soumèt nan CRA Office, 710 N. Federal Highway:
15 novanm 2018, 5:00 PM

Aplikasyon yo disponib nan CatchBoynton.com

Pou Jwenn Plis Enfòmasyon Kontakte
Thuy ("Twee") Shutt
(561) 600-9098
ShuttT@bbfl.us

BOYNTON BEACH CRA

requirements. Discussion followed on various other events and how they relate to actual redevelopment. One idea being explored is "Rock the Plaza" events at various sites that attract people to actual businesses. Mr. Barber proposed $20,000 from the $92,000 be reallocated to support various events including MLK Unity Day that do not conflict with the CRA goals. General discussion followed on budget line items, grants, and allocations, especially as relates to best use of the $92,000.

Motion made by Mr. Barber, seconded by Mr. Hendricks, to adopt the budget and propose $65,000 instead of $92,712 allocated percentage-wise, 80% to housing development and 20% to business incubation programs. In a voice vote, the motion passed unanimously (4-0).

Discussion: Mr. Hendricks was not sure if this is the right mix and gave examples of reasoning for questioning percentages. Ms. Shutt noted the first round was only authorized for economic development, and in the second round the Board added affordable housing. Mr. Barber was not in favor of P2P receiving funding; CCC will continue to receive money from CRA in several ways; can touch the work that Habitat for Humanity does; and that there is not enough evidence on record that the incubation program uses funds in such a way as to benefit the community.

After passing the motion, further discussion ensued on the remaining $27,712. Mr. Simon gave examples of how the funds can be allocated, such as the Women's Club could use funds towards maintenance projects such as painting, flooring, curtains, ceiling tiles, and upkeep for historical building. Also discussed was the MLK Corridor RFP and the Cottage District RFP.

Motion made by Mr. Barber, seconded by Mr. Maharajh, to take remaining funding that the CRA Board allocated from non-profit business/housing line item and move to line item for Historic Women's Club of Boynton Beach exterior and interior prep and paint. In a voice vote, the motion passed unanimously (4-0).

Motion made by Mr. Maharajh, seconded by Mr. Barber, to pass budget as amended. In a voice vote, the motion passed unanimously (4-0).

10. Future Agenda Items – None

11. Adjournment
Upon motion duly made and seconded, the meeting was adjourned at 8:53 p.m.

Attachments: Fiscal Year 2018/2019 Budget Worksheets

[Minutes transcribed by M. Moore, Prototype, Inc.]

CRA BOARD MEETING OF: October 9, 2018

OLD BUSINESS

AGENDA ITEM: 13.C.

SUBJECT:

Project Update 211 E. Ocean Avenue

SUMMARY:

The Board approved the Purchase and Development Agreement with Shovel Ready Projects, LLC for the 211 E. Ocean Avenue property in October 2015, and approved two subsequent Amendments in February 2016 and November 2016. As previously presented to the CRA Board, the project's building permit application and design plans were submitted to the City in late December 2016.

Since December 2016, the property owner's unsuccessful efforts to commence development of the parcel resulted in the CRA Board evoking the reversionary clause contained within the Purchase and Development Agreement. The property reverted back to the CRA's ownership on August 3, 2018 (see Attachment I) after which CRA staff immediately performed a thorough landscape clean up.

At their September 11, 2018 meeting, the CRA Board directed staff to begin investigation into the current physical condition of the building and to research the costs associated with relocation of the structure. Staff will be meeting with relocation specialists in the next few weeks to obtain the cost for moving the building. Additionally, during the limited period of time since the September 11th meeting, CRA staff has been able to perform an initial walk through of the building and met with the developer of the Town Square Project team to determine whether or not the 211 property was in a condition that could support their use as a temporary construction management office. After visiting the property, they determined the building was not suitable.

The site's proximity to the Town Square Project, location within the CRA Plan's Cultural District (see Attachment II), land use, zoning and redevelopment potentials for this property and surrounding parcels are favorable. Staff therefore has ordered a Phase I Environmental Assessment Report and survey of the 211 E. Ocean assemblage of property (see Attachment III). This information is very important to the initiation of future development of any kind, whether as individual parcels or as a larger development site.

CRA staff will continue to provide the CRA Board with a 211 E. Ocean Project Block update at the November 13th meeting and subsequent meetings as we pursue redevelopment options for the Board's consideration.

FISCAL IMPACT:

To be determined based on Board action.

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

CRA BOARD OPTIONS:
To be determined based on Board discussion and action.

ATTACHMENTS:

	Description
🗋	**Attachment I - Reversionary Warranty Deed**
🗋	**Attachment II - CRA Plan's Cultural District Section**
🗋	**Attachment III - 211 E. Ocean Block Assemblage**

CFN 20180312171
OR BK 30053 PG 1135
RECORDED 08/13/2018 13:47:45
Palm Beach County, Florida
AMT 255,000.00
DEED DOC 1,785.00
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1135-1136; (2Pgs)

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 3rd day of ~~July~~ August, **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:

Witness Name: Carol R. Nelson

Witness Name: Miranda M. Ramp

Shovel Ready Projects, LLC, a Pennsylvania limited liability company

By: _____
Stephen Labov

Its: manager

This is a Certified Copy

State of New Jersey
County of Atlantic

The ~~foregoing~~ instrument was acknowledged before me this 3rd day of ~~July~~ August, 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.

[Notary Seal]

Notary Public

Printed Name: Carol R Nelson

My Commission Expires: _____

CAROL R. NELSON
A Notary Public of New Jersey
My Commission Expires 10/07/2020

This is not a certified copy

CENTRO CULTURAL

Cultural District

Introduction
Planning Challenges
Planning Considerations
The Vision
Recommendations

Introduction

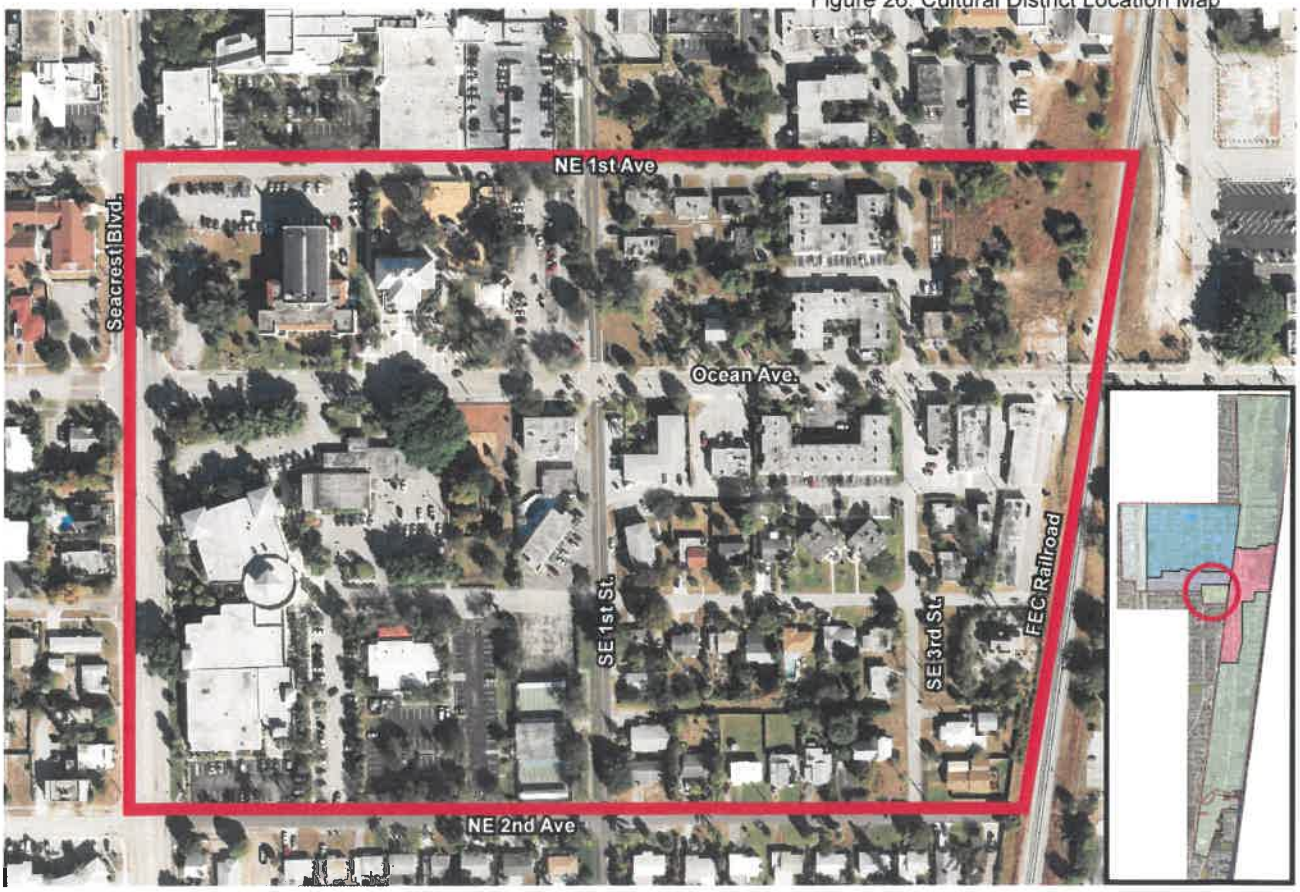
The most recent planning effort that targeted this area was the Downtown Vision and Master Plan adopted in 2009. Prior to that, the Ocean District Plan was adopted in 2004 to guide redevelopment of Ocean Avenue between Seacrest Boulevard and the F.E.C. Railroad tracks, and the properties surrounding this corridor including "Town Square". The common vision of both plans was to create a cultural district anchored by the Children's Schoolhouse Museum, library and civic uses, and to maintain and reuse the historic structures.

The City invested in a streetscape project along Ocean Avenue in the late 1990's. The CRA purchased a historic structure at 211 Ocean Avenue that is in the planning process to be converted to a bar/restaurant, and moved another historic structure onto Ocean Avenue from N.E. 1st Avenue to create a café. In 2011, the CRA developed the amphitheater where most of the CRA events are held. The goal of these projects has been to activate Ocean Avenue as a quaint gathering place and link to downtown and marina.

The Cultural District, at 28 acres, is the smallest of the six planning districts. Its boundaries are Seacrest Boulevard to the west, N.E. 1st Avenue to the north, the FEC Railway to the east and S.E. 2nd Avenue to the south; it is adjacent to the Boynton Beach Boulevard District and the Downtown District.

The western section of the District (west of SE 1st Street) is almost completely occupied by civic uses. The remaining part of the district has a significant number of single-family homes, and several small, older multifamily condo and apartment buildings. North of Ocean Avenue, several vacant parcels are part of a land assemblage targeted for redevelopment.

Figure 26: Cultural District Location Map



Planning Challenges

The Cultural District has some unique redevelopment challenges. First, the ownership pattern (seven condominium buildings) makes assemblage of developable parcels difficult. The cost and difficulty of assembling these condominium sites make the redevelopment of sections of the District a long term prospect.

A disconnect between the current future land use classifications within the District and recommendations of the redevelopment plans has been a source of confusion for both residents and investors.

A lack of active uses such as cultural venues, restaurants or galleries, discourages visitors from venturing into this area of downtown. Narrow sidewalks or no sidewalks on some streets exacerbate the problem. While the civic campus, including City Hall, the library, the Civic Center and the Art Center attract people during the day, they have no reason to stay in the District.

Planning Considerations

Several factors were considered in determining the land use designations for the Cultural District. First, located directly east of the District is the future site of the station for the planned Tri-Rail Coastal Link commuter service on the FEC Rail line, which will serve the South Florida metropolitan region. To improve land development patterns in advance of station development, the City adopted a Downtown Transit Oriented Development District (DTOD), covering a ½ mile radius around the station's location. The DTOD district regulations support increased intensity of development through a 25% density bonus.

A second consideration is that the Cultural District is entirely enclosed within the Transportation Concurrency Exception Area (TCEA) which, in addition to the residential exception area applicable east of I-95, exempts all development from the Palm Beach County traffic concurrency thus allowing denser development.

The existence of these transportation-oriented designations is a factor in considering where increased height and density will occur within the CRA district. The Cultural District, while not an area appropriate for the height recommended in the Downtown District, is located within both the DTODD and the TCEA, supporting the move to higher densities.

A third consideration is the public-private partnership opportunity for the 16 plus acre civic campus, a major potential catalyst for redevelopment at the western end of the downtown core. The relocation of City Hall within this area would make land available at a prominent intersection along Boynton Beach Boulevard. A charrette was held and study prepared yielding various design options supporting higher densities and a mixed of civic, residential and retail uses.

Figure 27: Example of District Planning Challenges

Vision

The Cultural District is envisioned to be the principal hub for the City's civic uses, public spaces and events. The concentration of public art and other cultural amenities will foster a sense of community. Public events such as the Kinetic Art Expo and the Haunted Pirate Fest are already anchored within the District and attract residents and visitors to experience Boynton Beach's unique character. Ocean Avenue will maintain its character through the creation of an overlay district.

Recommendations: Streetscape

Streetscape enhancements are recommended for both Ocean Avenue and Seacrest Boulevard. The space for these enhancements may be obtained through either right-of-way dedications or public easements and should include:

Ocean Avenue

- Implement a Complete Streets program for Ocean Avenue to accommodate bike lanes and bike racks, safe pedestrian crossing at the FEC Railway and on-street parking where possible.
- Create a curbless festival area between Seacrest Boulevard and S.E. 1st Street
- Enhance the intersection of Ocean Avenue and Seacrest Boulevard with a vertical entry feature, with changes in surface materials such pavers and paints.
- Add signage at the FEC Railway announcing entry into the Downtown area.
- Create a Pedestrian Zone adjacent to the right-of-ways that is inviting, safe and includes:
  - Addition of canopy street trees
  - Minimum 8' wide clear sidewalk
  - Minimum 8' wide active use area abutting the building
  - Decorative light poles at both the vehicular and pedestrian scales

Figure 28: Ocean Ave. Streetscape Recommendations

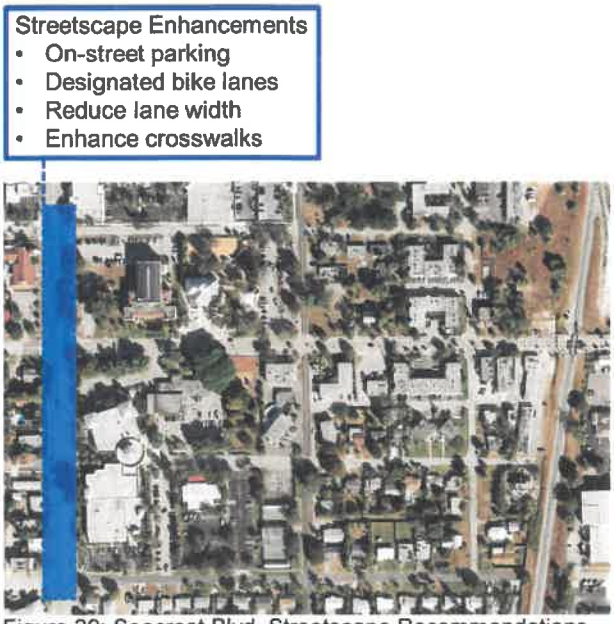


Figure 29: Seacrest Blvd. Streetscape Recommendations

- Enhanced street furniture, bus shelters, bike racks and receptacles
- Active uses along the first floor of development

Seacrest Boulevard

- Implement a Complete Streets program for Seacrest Boulevard to accommodate bike lanes and bike racks, safe pedestrian crossings, required on-street parking, and consideration for rotary intersection design at Ocean Avenue
- Install public art in key locations
- Provide additional pedestrian crossings where needed
- Underground overhead utilities

Figure 30: Example Entry Features to the Cultural District

Figure 31: Location of Entry Features to the Cultural District

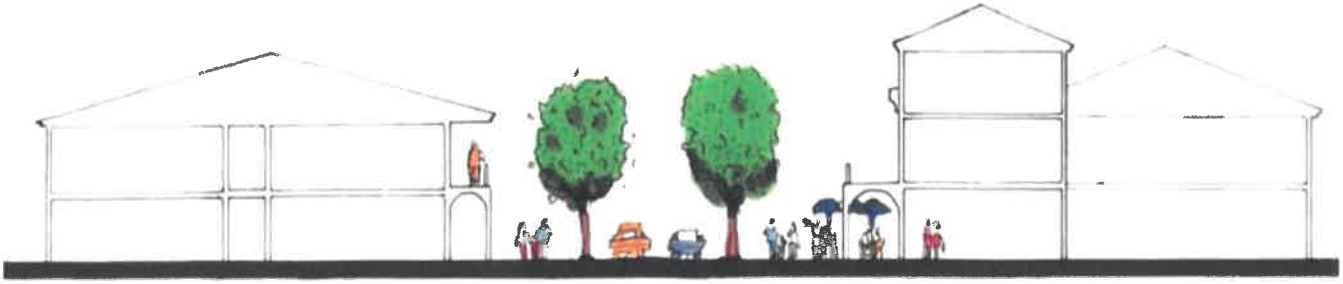


Figure 32: Ocean Ave. Festival Street Section

Recommendations: Land Use

The predominant existing future land use designation within the Cultural District is Public & Private Governmental/ Institutional. This designation covers 16.5 acres and includes the blocks of City Hall, the library, etc. Other future land use designations are High-Density Residential, Local Retail Commercial and Low Density Residential.

In order to encourage redevelopment of this district into an active, economically viable area, the proposed land use designation and zoning changes are proposed:

- Change entire district to Mixed-Use Medium land use designation
- Create an overlay district for Ocean Avenue to control height at street frontage, building setback, uses, etc.

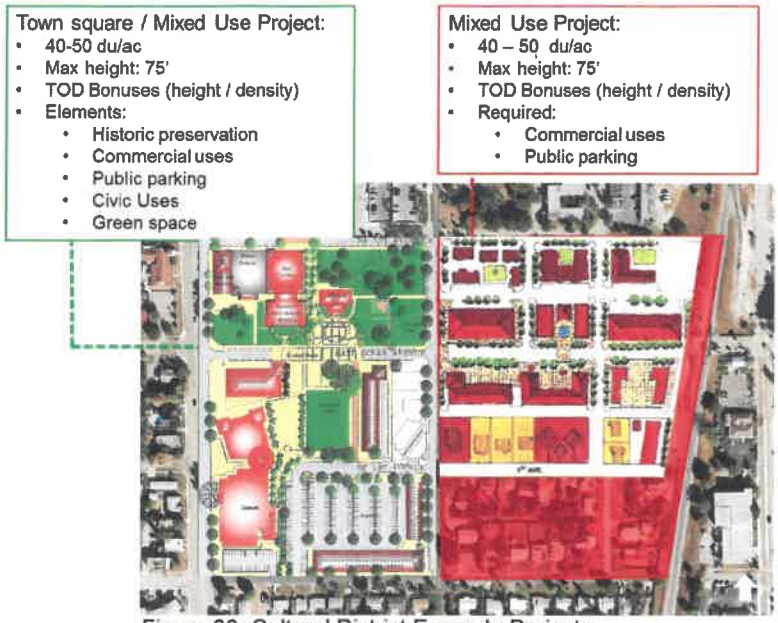


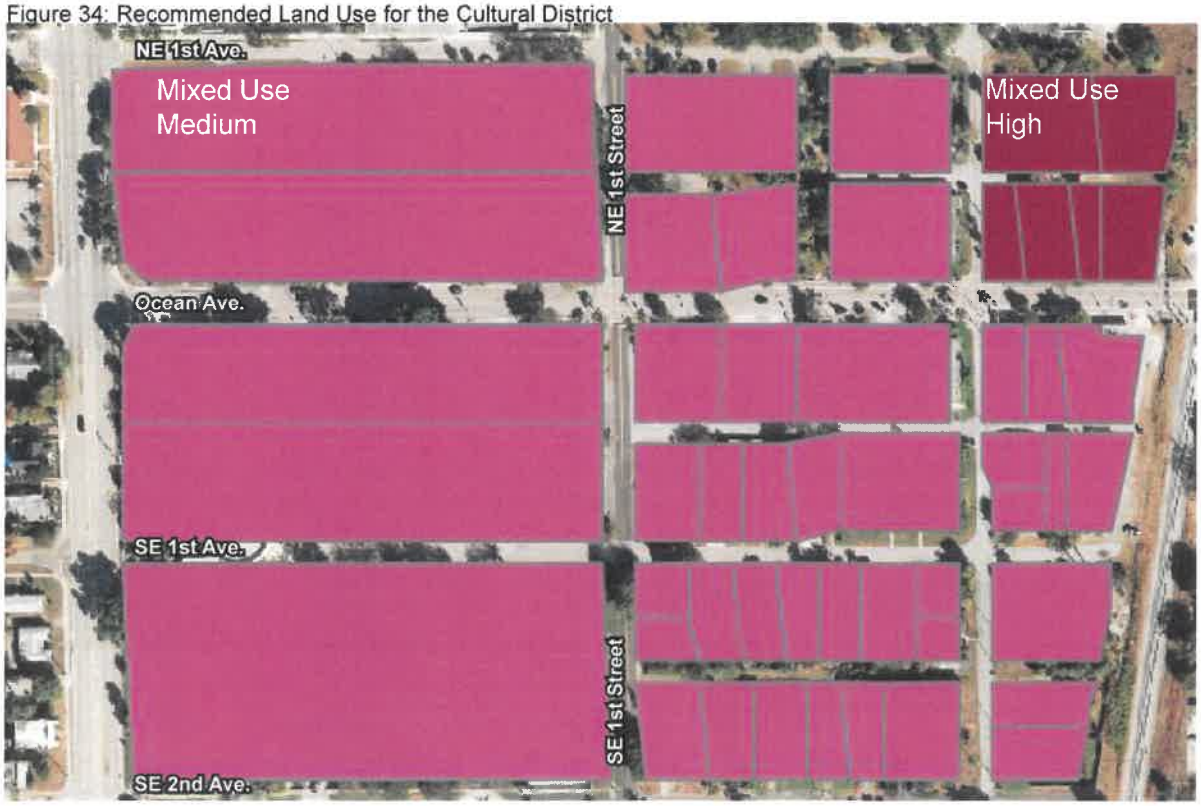
Figure 33: Cultural District Example Projects

Table 4: Recommended Future Land Use (FLU) Classifications within the Cultural District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP*	MAX HEIGHT
Mixed-Use High	80	MU Core	80	150'
		MU-4	60	100'
Mixed-Use Medium	50	MU-3	50	75'
		MU-2	40	65'

*Properties located within the TOD may recieve a 25% density bonus

Figure 34: Recommended Land Use for the Cultural District



Recommendations: Urban Design

Create/ modify an overlay district for Ocean Avenue, which encompasses the entire Cultural District, to control height at street frontage, building setback, design, uses and overall character.

- Ocean Ave will be designed to have a streetwall (building faces) abutting the pedestrian zone.
- Active commercial uses shall be required on the street frontage of Ocean Ave. Automobile oriented uses, such as gas stations, car washes, and drive-thrus, are prohibited.
- Structures along Ocean Avenue shall be designed to the pedestrian scale and have a maximum height of 35', consistent for a depth of a minimum of 30'.
- Maximize glazing on first floors
- Require street canopy trees
- Public spaces such as plazas or greens shall be created as part of each project.

Staff will review architectural styles and make recommendations regarding Architectural Guidelines that may enhance the character of the District. This process will include public input.

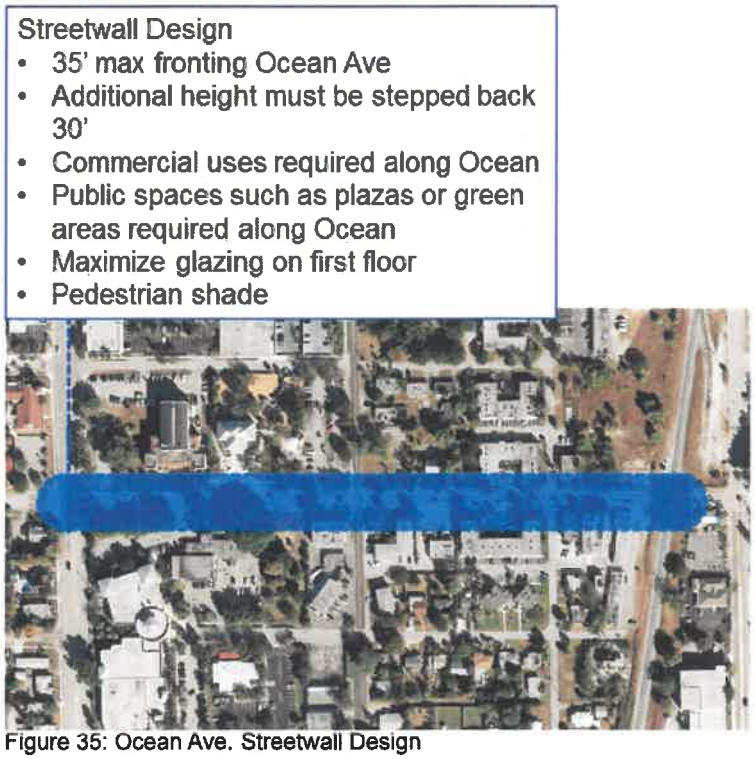


Figure 35: Ocean Ave. Streetwall Design

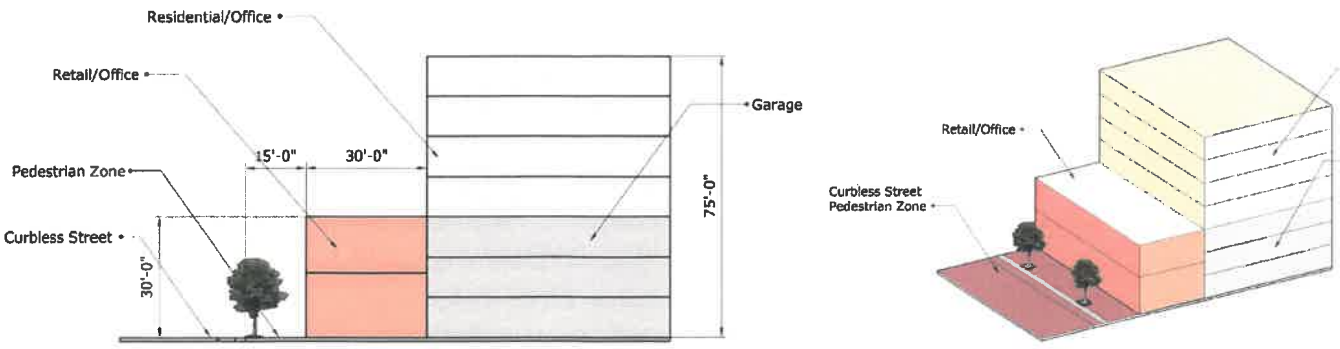
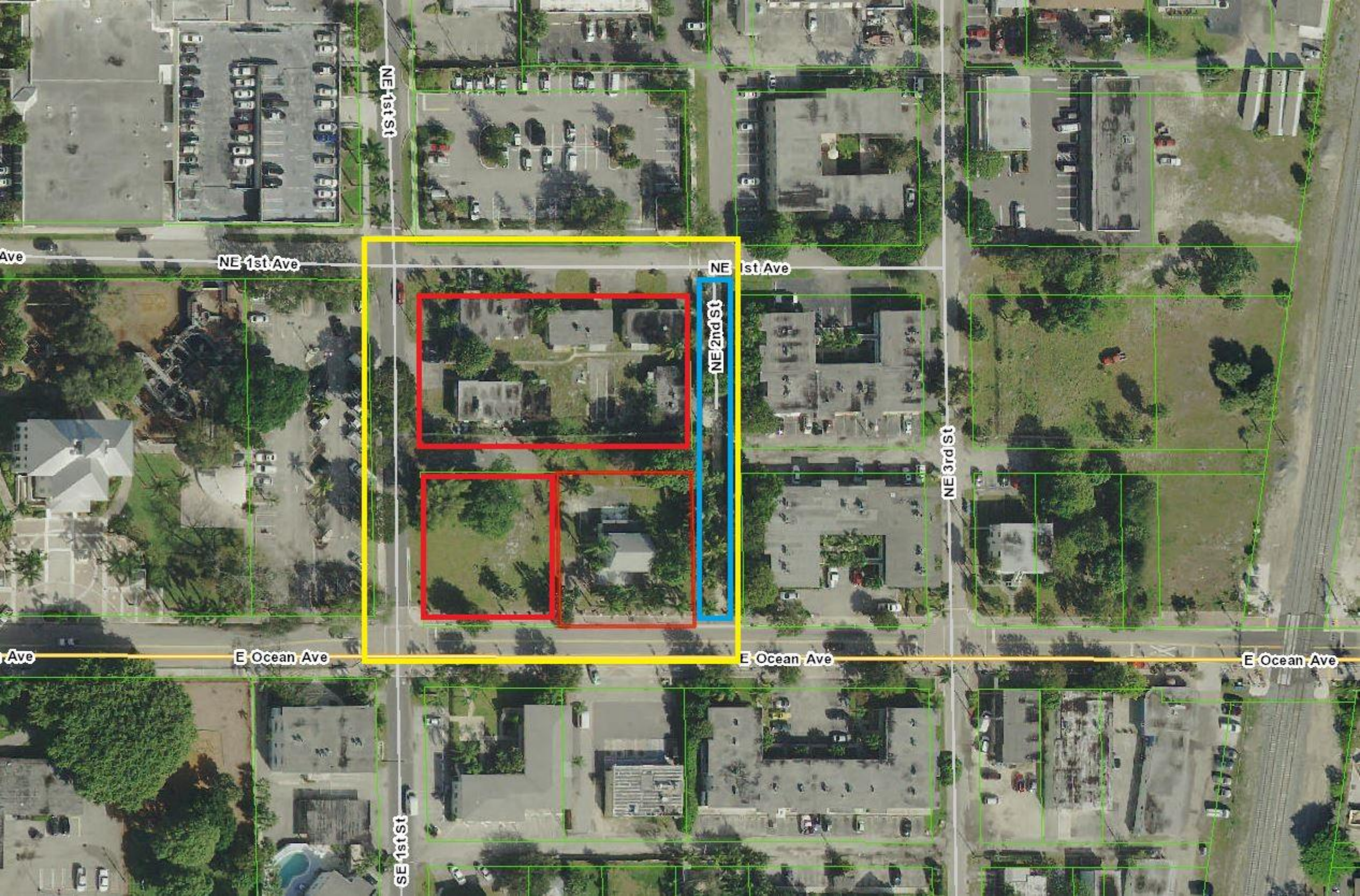


Figure 36: Ocean Ave. Design Diagram

Figure 37: Example of Mixed Use Medium Project on Ocean Ave.

Figure 38: Cultural District Master Plan

Figure 39: Example of entry and streetscape in the Cultural District


NE 1st St
NE 1st Ave
NE 2nd St
NE 3rd St
E Ocean Ave
E Ocean Ave
E Ocean Ave
SE 1st St

CRA BOARD MEETING OF: October 9, 2018

OLD BUSINESS

AGENDA ITEM: 13.D.

SUBJECT:

Consideration of a Holiday Tree Lighting

SUMMARY:

Per the direction of the CRA Board at the September 11, 2018 meeting, staff has researched a variety of options for a Holiday Lighting event.

Based on attendance from previous years, the Holiday Tree Lighting has attracted thousands of patrons to the City's Downtown District. Due to the layout of the Boynton Harbor Marina, staff does not consider it to be a suitable location to host a Holiday Lighting event, particularly not one that would be held in conjunction with the scheduled Holiday Boat Parade.

Having the Holiday Tree Lighting event immediately following the City's Holiday Parade has proven to be a successful venture in previous years. CRA and City staff have been in discussion about how to partner on the Holiday Parade, which is scheduled to take place on December 1, 2018.

Based on the route of this year's parade, staff has identified Dewey Park as a suitable location for the proposed holiday lighting. The large Banyan tree in Dewey Park could be adorned with holiday lights, which would bring a festive vibe to the Downtown District for the duration of the holiday season. The close proximity to CRA District businesses, such as 500 Ocean, Hurricane Alley, East Ocean Café, and Sol Oasis provides the necessary correlation for business development and enhancement.

Please see Attachment I, for a visual comparison of the trees located at Dewey Park and Boynton Harbor Marina.

As of, October 2, 2018, staff has received three proposals for the lighting of the Banyan Trees in Dewey Park:

- Attachment II - Christmas Designer's, Inc. = $9,695
- Attachment III - Christmas Decor of Boynton Beach = $5,000
- Attachment IV - Holiday Lighting Designs, Inc. = $20,325

Alternatively, staff has requested proposals to affix string lights to the 12 street poles that are located

on East Ocean Avenue between NE 4th Street and Federal Highway. All proposals are currently pending, awaiting notification from City staff as to whether or not the light poles have functional GFIs.

FISCAL IMPACT:

To be determined.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

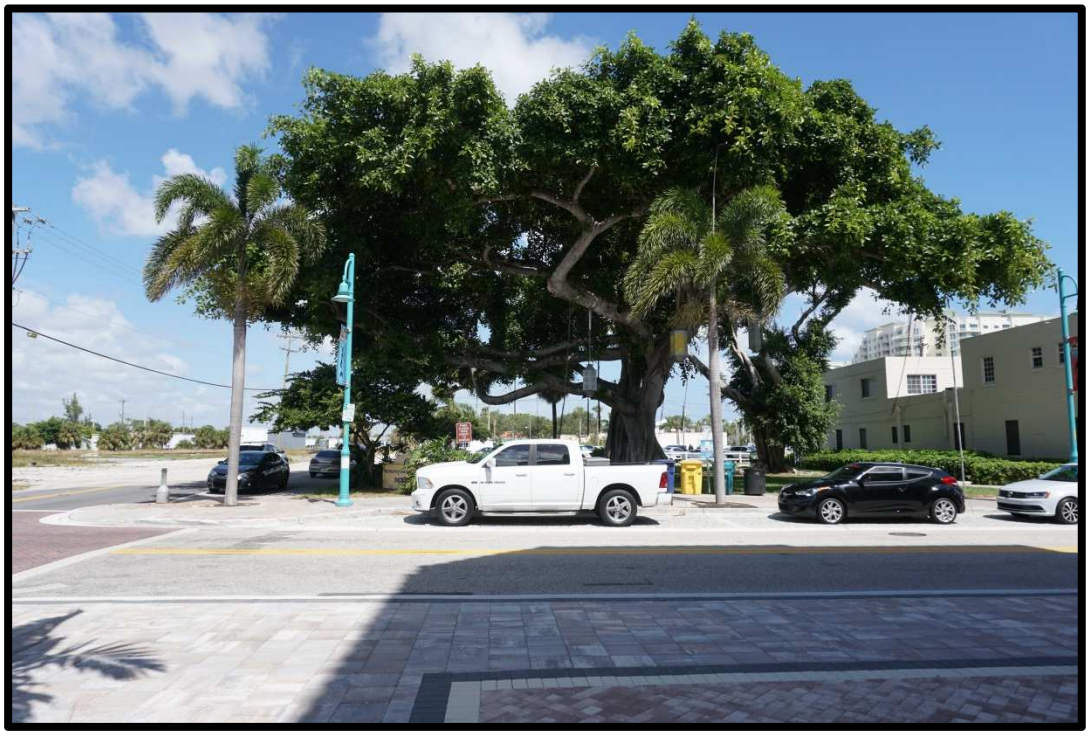
1.

ATTACHMENTS:

Description

- **Attachment I - Banyan Tree and Gumbo Limbo Tree**
- **Attachment II - CDI Quote**
- **Attachment III - Christmas Decor of Boynton Beach Quote**
- **Attachment IV - Holiday Lighting Designs, Inc. Quote**

BANYAN TREE AT DEWEY PARK



GUMBO LIMBO TREE AT BOYNTON HARBOR MARINA

Christmas Designers

Masters Of Commercial Decorating

October 2, 2018

Boynton Beach CRA
Mercedes Coppin – Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, FL 33435

Phone: 561-600-9097
Fax: 561-737-3258
Email: CoppinM@bbfl.us

Reference: Holiday Lighting – Boynton Beach CRA
129 E Ocean Ave
Boynton Beach, FL 33435

Dear Mercedes:

Please find enclosed Christmas Designers proposal for holiday lighting at Boynton Beach CRA for the 2018 Holiday Season.

Should you have any questions after you review the enclosed, please contact us at 800-432-5139.

If everything meets with your approval, please sign the acceptance sheet and e-mail or fax this back to us at 954-973-0914. We will generate the 50% deposit invoice and when receiving payment get you on our installation schedule.
Please see the "General Terms" page for important information regarding installation and takedown of decor and lighting.

We at Christmas Designers look forward to being of service to you, for this upcoming holiday season.

Sincerely,

Joe Campbell

Joe Campbell
Christmas Designers

JC/SK

Christmas Designers

Masters Of Commercial Decorating

BOYNTON BEACH CRA

Holiday Lighting Proposal

2018

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

The material contained herein is the property of Christmas Designers.
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BOYNTON BEACH CRA
HOLIDAY LIGHTING PROPOSAL 2018

AREA 1 – DEWEY PARK

For the one (1) large Banyan Tree, we will wrap up into the foliage with one-hundred and twenty (120) Warm White Random Twinkle Commercial connect LED 70 light 4" spacing light sets.

120	LED 70 light 4" spacing light sets CC WW Random Twinkle	$ 3,420.00
	Equipment Charge	$ 840.00

For the one (1) small Banyan Tree, we will wrap up into the foliage with seventy (70) Warm White Random Twinkle Commercial connect LED 70 light 4" spacing light sets.

70	LED 70 light 4" spacing light sets CC WW Random Twinkle	$ 1,995.00
	Equipment Charge	$ 440.00

TOTAL AREA 1 **$ 6,695.00**

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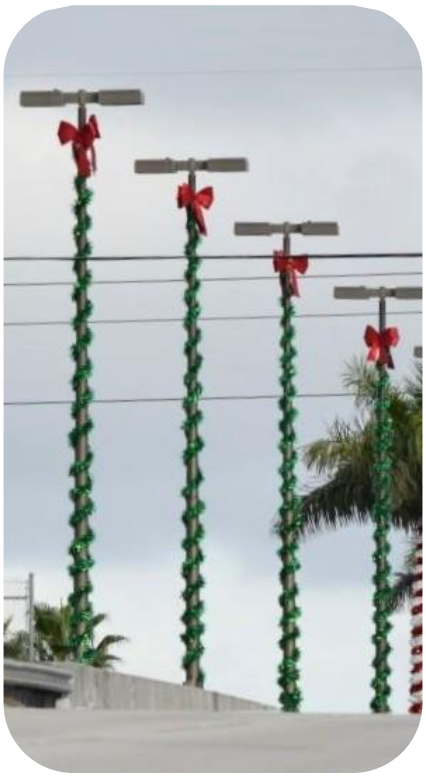
AREA 2 – E OCEAN AVE

AREA 2 - OPTION 1



Picture is an Example

For each of the ten (10) Light Poles, we will install one (1) 25’ LED lit Green PVC Garland with one 24” Red Glitter Bow.

10	25’ LED lit Green PVC Garland with 24” Red Glitter Bow	$ 1,800.00

TOTAL AREA 2 - OPTION 1 **$ 1,800.00**

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AREA 2 - OPTION 2

Picture is an Example

For each of the ten (10) Light Poles, we will install three (3) 9’ x 14” LED lit Deluxe Oregon Fir Garland decorated in our Colors of the Holiday Ornament Package with one 24” Red Glitter Bow.

30	9’ x 14” LED Garland decorated in COTH w/24” Red Glitter Bow	$ 3,000.00

TOTAL AREA 2 - OPTION 2 **$ 3,000.00**

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GENERAL TERMS
Holiday Lighting 2018
Boynton Beach CRA

- Lighting may be installed beginning the second week of September with other jobs in the area. Please have all tree trimming completed by the first week in September.

- All visual decorations will be installed when lighting is turned on or no later than December 1st of each season under contract unless other arrangements have been made.

- All Visual decorations will be removed no later than January 15th of each season under contract.

- All lighting will be disconnected the first week of January of each season under contract. **(This does not mean actual removal of the lights)**

- Removal of holiday lighting will begin the first week of January and be completed by the first week of February.

- All lighting will be serviced throughout the season from “turn on” through December 31st each season.

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RENTAL COST RECAP
BOYNTON BEACH CRA
HOLIDAY LIGHTING 2018

Area 1 – Dewey Park	$ 6,695.00
Area 2 – Option 1	$ 1,800.00
Service of Lights – Light up through December 31st per season	**NO CHARGE**
TOTAL BOYNTON BEACH CRA RENTAL PER SEASON	**$ 8,495.00**
Area 1 – Dewey Park	$ 6,695.00
Area 2 – Option 2	$ 1,800.00
Service of Lights – Light up through December 31st per season	**NO CHARGE**
TOTAL BOYNTON BEACH CRA RENTAL PER SEASON	**$ 9,695.00**

LEASE TERM:
Contract Term is one (1) season commencing August 15, 2018 and ending December 31, 2018.
PAYMENTS:
One-year agreement payments to be made as follows: 50% payment due with acceptance of contract, to be placed on installation schedule. Final 50% payment due upon completion of installation. Balances over 30 days will incur a 1.5% finance charge per month. Use of Payment Services will incur related surcharges.
Use of any Credit Card will incur 3.5% surcharge.
ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Lease Agreement is signed by both parties it becomes a contract.

****By signing this agreement customer is acknowledging receipt of Customer Awareness Information Sheet and Electrical Specifications.**
****This proposal may be withdrawn if not accepted in 20 days.**
****Sales Tax is calculated to the best of proposer's knowledge. Unless a Tax-Exempt Certificate is provided beforehand, Christmas Designers uses AvaTax to apply correct Sales Tax and/or County Tax on Final Invoice.**

CUSTOMER:

By: _____ _____
Authorized Signature ***Printed Name, Title***

Date: _____

BILLING INFORMATION: _____
E-mail address

CHRISTMAS DESIGNERS/FLORIDA CDI, LLC:

By: _____ _____
Authorized Signature ***Printed Name, Title***

Date: _____

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CUSTOMER AWARENESS INFORMATION SHEET

The following is a list of items that Christmas Designers has compiled to make our customers aware of some very important information regarding your holiday program.

Tree/Hedge Trimming

In order for Christmas Designers to be able to install all of our customers' program in a timely manner, it is necessary that our customers have their trees trimmed prior to our being in their area to install the holiday program. It will be necessary to have your tree trimming completed by the first week of September. If there are holiday lights being installed in your hedges, they must be trimmed by November 1st.

Electrical Specifications

Christmas Designers provides electrical specifications with every proposal for your holiday program to let you know what the electrical requirements are for the program that is being quoted. While electrical outlets may be visible in the area that is being quoted, there is no way to tell what else may be on the same circuit as those outlets. Your electrician is the only one that would be able to verify that there is sufficient power for the holiday program that is being quoted. Please have your electrician verify that there is enough power available for the holiday program. Christmas Designers would be happy to discuss any questions your electricians may have.

Servicing of Holiday Lights/Decor

At Christmas Designers, we pride ourselves on our service to our customers. Service is provided from the time of "turn on" until December 31st. We have crews dedicated solely to the service of our holiday lights/decor. Even though our service crews are out on a regular basis, should a need for service arise, please text, call or e-mail us.

Call or Text 844-42-BELLS (844-422-3557)
Write name, location & description of service needed
Visit www.ChristmasDesignersFL.com/Service
Or E-mail: service@christmasdesigners.com

Trouble Shooting Guide:

Bubble Covers on Electrical Outlets

We recommend oversized bubble covers on all electrical outlets being used for your holiday program. Bubble covers aid in preventing the outlets from getting wet, which will cause the GFI to trip. Oversized bubble covers, rather than regular size, are used to accommodate extension cords.

GFIs (Ground Fault Interrupters)

A GFI, or ground fault circuit interrupter, is an automatic device that offers personal protection against electrical shock. The GFI will trip when the receptacle and/or holiday lights become wet, which will cause your lights to go out. To reset the GFI, simply press the red "reset" button. ****Customer is responsible for resetting GFI outlets.**

****Remember GFI's will not operate in rain or when sprinklers are running. GFI's will only reset when the entire electrical system is dry, and the power / timer is on.**

Lights are on 24 hours a day

Some customers experience a situation where their holiday lights are remaining lit 24 hours a day. The main cause is the electrical infrastructure not being hooked up to a permanent timer or photocell.

Disconnecting/Removal of Holiday Lights

All holiday lights will be disconnected the first week of January unless otherwise agreed to. **(This does not mean actual removal of the lights)**
Removal of holiday lighting will begin the second week of January and be completed by the second week of February.
If you have any questions or need further clarification on this information, please call us at (800) 432-5139.

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ELECTRICAL SPECIFICATIONS
Holiday Lighting 2018
BOYNTON BEACH CRA

- **110-120 Constant voltage under load REQUIRED**
- **All Amperage quoted at actual draw**
- **CUSTOMER is responsible for providing 115 VAC power outlets within twenty-five (25') of lighting area and/or lighted décor**
- **Reasonable hardware and power cords up to twenty-five (25') in length are included**
- **Christmas Designers is NOT RESPONSIBLE for outages due to ground fault interrupters (GFI) or INSUFFICIENT ELECTRICAL REQUIREMENTS**

AREA 1 – DEWEY PARK
TOTAL AMPS AREA 1 **7.93 amps**

AREA 2 – E OCEAN AVE
TOTAL AMPS AREA 2 **0.08 amps**

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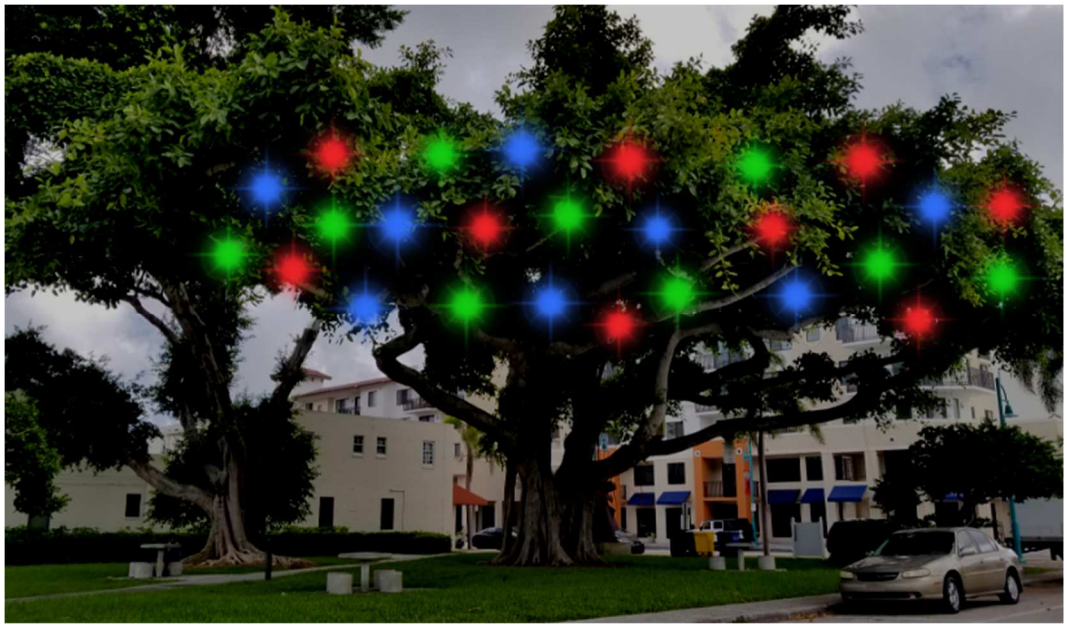
Hi Mercedes,

I was thinking of some options for this main huge Oak as the centerpiece.. Please note that the lights will be mostly under the tree, but this is a general idea of what it would look like for passersby. I'm quoting amount of lights based on the $5K budget, which would include the bucket truck, no hidden costs. I can write up a formal proposal based on decisions..

1. Swag C9 bulbs throughout the lower canopy and install 100 light spheres (basketball size) - $5,000

2) Install 140 light spheres throughout the lower canopy, color(s) or white (basketball size)- $5,000



3. Swag C9 bulbs throughout the lower canopy and install 100 24' and 36" snowfall tubes (choices of blue, green, red, warm white or cool white - $5,000

Not sure if you've driven past Equus or Delray Dunes (on Golf Rd, ironically it's Boynton), but we've been doing their entrances for years.
Equus added blue balls last year. People stopped their cars for photo ops.
Dunes has been doing C9 swags and snowfall tubes for years. Non-residents pull in, drive or walk around under it and take video.
We do quite a few in Boynton, including Quail Ridge, Palm Beach Leisureville, Tivoli Reserve, etc.

We have many referrals if needed. We also do the Town of Ocean Ridge.
Something to consider when choosing a vendor, we are literally up the road, less than one mile. Service issues would be dealt with quicker than any other company. :)

Holiday Lighting Designs Inc.

City of Boynton Beach
LED Design Proposal 2018

1. **Light the trunk, branches and canopy of 1 Large Banyan Tree closest to corner**
   - -Heavily spiral wrap the trunk and branches with 300 sets LED lights total
     - -300 sets LED lights @ $25.00 each $7,500.00
   - - Install (100) 6” Warm White Holofraphic Starfire Spheres in canopy
     - - 100 Holographic Starfire Spheres sets @ $25.00 each $2,500.00
   - -Equipment fee $100.00

2. **Light the trunk, branches and canopy of 1 Banyan Tree closest to building**
   - -Heavily spiral wrap the trunk and branches with 175 sets LED lights total
     - -175 sets LED lights @ $25.00 each $4,375.00
   - - Install (60) 6” Warm White Holofraphic Starfire Spheres in canopy
     - - 60 Holographic Starfire Spheres sets @ $25.00 each $1,500.00
   - -Equipment fee $100.00

3. **Installation and Removal of Snowflake Extravaganza (17 pieces) on Ocean Ave, from Federal Hwy to SE4th St.**

   -Holiday Lighting Designs will install LED snowflakes Extravaganza. These snowflakes will be mounted from light pole to light pole. Starting at Federal Hwy, the snowflakes will be installed 3,4,3,4,3 to make a full effect driving down Ocean Ave.

-17 Piece snowflake Extravaganza	$3,000.00
-Hardware	$450.00
-Labor	$800.00

TAX EXEMPT

Total Job Cost with 1 year LED contract:	**$20,325.00**
Total Job Cost with 3 year LED contract (10% discount):	**$18,292.50**

Customer Awareness and Troubleshooting Sheet

The following is a list of items that Holiday Lighting Designs has compiled to inform you the customer of some very important issues pertaining to your holiday lighting program.

Tree/Hedge Trimming
To ensure that your holiday lighting and decorations are installed properly your trees must be trimmed prior to the installation of your lighting. Please have your entire tree trimming **completed** by October 1st. If trees require trimming in order to install lights, there will be a $50.00 charge per tree.

Electrical Requirements
We here at Holiday Lighting Designs want your lighting to work just as much as you do, but with a faulty electrical system that just can't happen. Although you may see outlets at the locations required they may not be able to handle the amount of amperage needed for your holiday lighting. Your electrician is the only one to determine if your circuits are suitable for your holiday lighting. Please have your electrician verify that all outlets are in proper working order as well. Should your electrician have questions please have them call our office at 561-734-7277.

Service of your Holiday Lights
Holiday Lighting Designs understands that your holiday lighting is only up and lit for a limited amount of time and that you, *OUR VALUED CUSTOMER,* want any service issues to be addressed as quickly as possible. We have taken several steps to help Minimize service issues; however, if service is required please call our **24 hour service line at 561-734-7277** so that we can address your service needs as quickly as possible.

GFCI (Ground Fault Circuit Interrupter)
A GFCI is a device that has been installed to aid against electrical shock. When your holiday lights or outlets get wet from rain or sprinkler systems your GFCI will trip and need to be reset. Please have your sprinkler times changed to a time when your holiday lighting is off. Mornings are a good time. In order to reset your GFCI outlet simply depress the "red" button. This can only be done when lights and outlets are dry. Holiday Lighting Designs is not responsible for resetting the GFCI outlets.

Lights do not turn off
Some customers have holiday lights that remain lit 24 hours a day. The main cause is that the electrical system is not hooked up to a time clock or photocell. Holiday Lighting Designs will install temporary timers at a charge of $25.00 each should you want this option.

Disconnecting and or Lighting Removal
Holiday Lighting Designs will send an email to you between January 2nd -4th asking when you would like to have your lights TURNED OFF. This does not mean removed. All lighting will be removed between the first week of January to the first week of February unless otherwise indicated.

Contact Information
6778 Lantana Road, Suite 6
Lake Worth, FL 33467
Phone: 561-734-7277
Fax: 561-948-2347
E-mail: Sue@FloridaLightingDesgins.com

CRA BOARD MEETING OF: October 9, 2018

NEW BUSINESS

AGENDA ITEM: 14.A.

SUBJECT:

Consideration of Purchase of a Portion of the Property Located at 1003 NE 3rd Street

SUMMARY:

The CRA is in the process of working with the City for the improvement of the NE 3rd Street right-of- way. Currently, NE 3rd Street dead ends at the south side of a CRA-owned property (340 NE 10th Avenue a.k.a. E. Martin Luther King, Jr. Boulevard) and a privately owned property located at 404 E. Martin Luther King Jr. Boulevard. Attachment I is a map showing the 3rd Street right-of-way and the adjacent properties. The CRA and City owns the properties to the east of the existing right-of-way (see Attachment I). These three lots have been identified as part of the MLK corridor redevelopment. It would be beneficial to the area to extend NE 3rd Street straight through to E. Martin Luther King Jr. Boulevard to provide a north/south access street for the distribution of traffic between E. Martin Luther King Jr. Boulevard and NE 9th Avenue from N. Railroad Avenue (which is one-way north at NE 9th Avenue) and N. Seacrest Blvd.

The extension of NE 3rd Street would require a 50' right-of-way improvement. Since the CRA does not own the property located at 404 E. Martin Luther King, Jr. Boulevard, NE 3rd Street needs to be shifted to the west and run straight north, utilizing the CRA-owned property located at 340 NE 10th Avenue to connect E. MLK Jr. Boulevard and NE 9th Avenue. In order to do so, a portion of the property to the west of NE 3rd Street (1003 NE 3rd Street) would need to be purchased for the roadway alignment.

The owner of the property located at 1003 NE 3rd Street has agreed to sell approximately 1,395.12 square feet to the CRA for the right-of-way improvements. The survey showing the portion of the property needed for the right-of-way improvements is included as Attachment II. The sales price of $11,510.00 was calculated based on the appraised value of 1003 NE 3rd Street and the surveyed land needed for the road improvements. An appraisal was done on September 7, 2018 and is attached as Attachment III (specifically, see page 41).

Appraised Value of 1003 NE 3rd Street	= $288,000.00
Sq. ft. of 1003 NE 3rd Street	= 34,878 sq. ft.

Price per sq. ft. ($288,000/34,878 sq. ft.)	= $8.25 per sq. ft.
Surveyed square footage needed for ROW (147.71 ft. x 18.89 ft. = 2,790.24 sq. ft. x .5)	= 1,395.12 sq. ft.
Sale Price (1,395.12 sq. ft. x $8.25)	= $11,510.00

FISCAL IMPACT:

FY 2018 - 2019, Project Fund, Line Item 02-58200-401 $11,510.00 plus closing costs

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan - Heart of Boynton District

CRAAB RECOMMENDATION:

Recommends approval of the purchase of 1,395.12 sq. ft. in the amount of $11,510.00 for the NE 3rd Street right-of-way.

CRA BOARD OPTIONS:

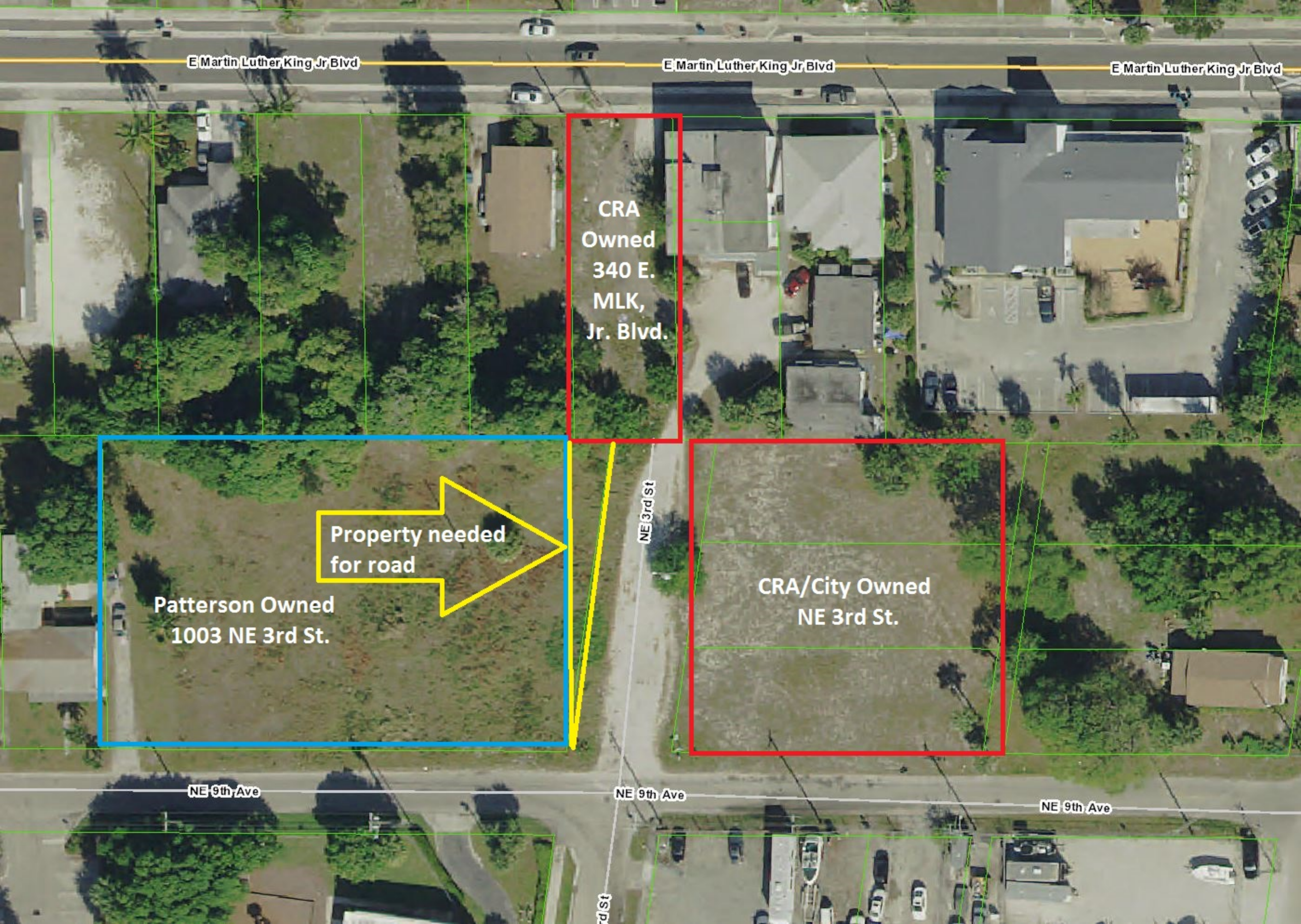
1. Approve the purchase of 1,395.12 sq. ft. in the amount of $11,510.00 for the NE 3rd Street right-of-way.

2. Do not approve the purchase of 1,395.12 sq. ft. in the amount of $11,510.00 for the NE 3rd Street right-of-way.

ATTACHMENTS:

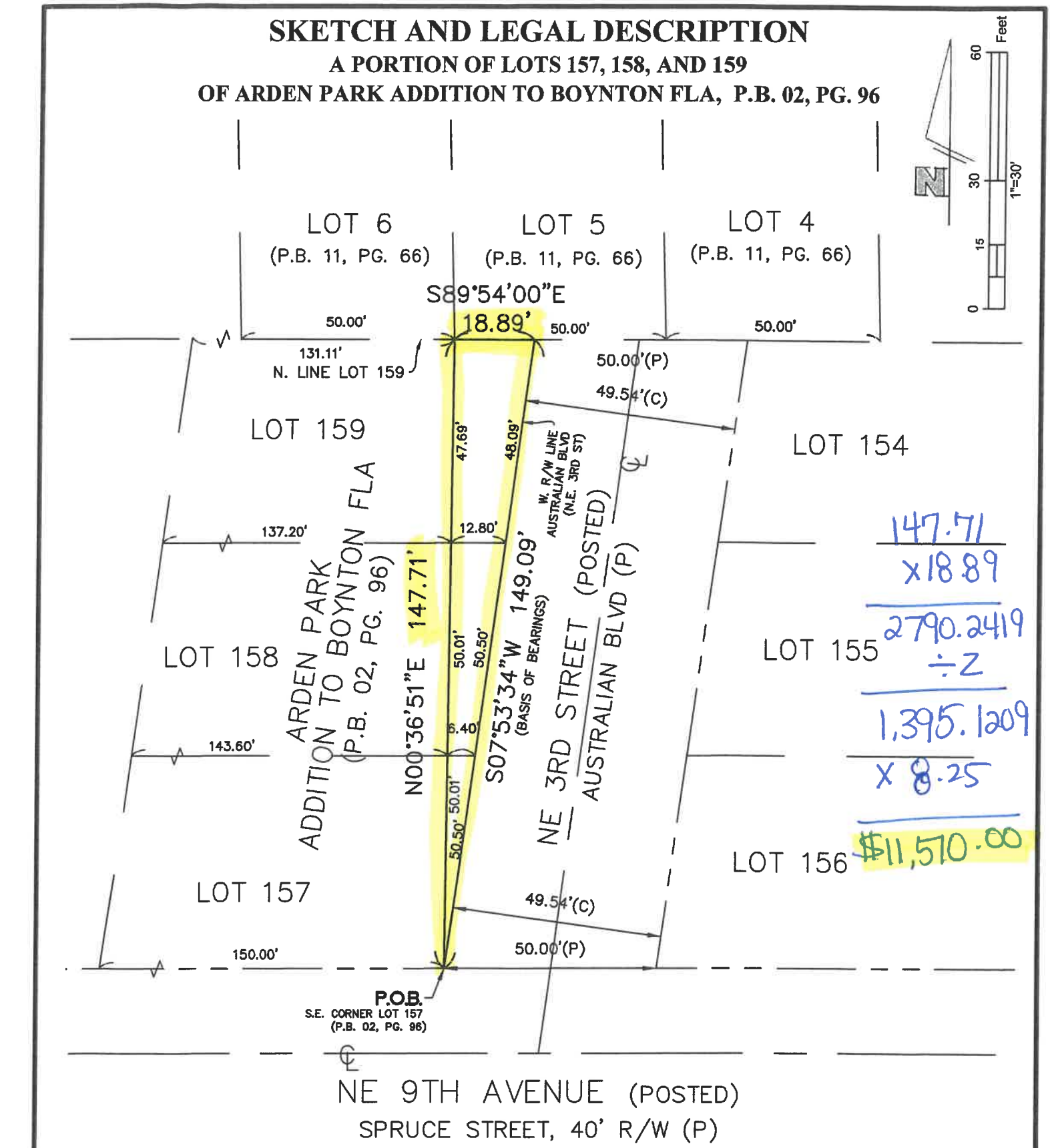
Description

- **Attachment I - Location Map**
- **Attachment II - Survey**
- **Attachment III - Appraisal by Vance Real Estate Service**


E Martin Luther King Jr Blvd
E Martin Luther King Jr Blvd
E Martin Luther King Jr Blvd
CRA Owned 340 E. MLK, Jr. Blvd.
Property needed for road
Patterson Owned 1003 NE 3rd St.
NE 3rd St
CRA/City Owned NE 3rd St.
NE 9th Ave
NE 9th Ave
NE 9th Ave

SKETCH AND LEGAL DESCRIPTION

A PORTION OF LOTS 157, 158, AND 159
OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96



147.71
×18.89
2790.2419
÷2
1,395.1209
×8.25
$11,570.00

Lot sq ft 34878 - Appraised Value $288,000 = $8.25 per sq ft.

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
2263 NW 3RD AVE BOCA RATON, FL 33431
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=30'	DATE:	09/03/2018
JOB NO.	18-0215	PAGE	2 OF 2

A P P R A I S A L R E P O R T

VACANT LAND
1003 NORTHEAST 3RD STREET
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

September 7, 2018

September 7, 2018

Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435

RE: Vacant land, 1003 Northeast 3 Street, 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 September 7, 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 possible acquisition of the appraised property.

Jesse B. Vance, Jr. and Claudia Vance visited the property. If you have questions or further needs, please contact the undersigned.

As a result of our analyses, we have developed the following opinion of the market value of the appraised property, subject to definitions, certifications, and limiting conditions set forth in the attached report.

TWO HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS
$288,000

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SIXTY-FOUR (64) 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

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INTRODUCTION

Unpaved NE 3 Street Looking South

Unpaved NE 3 Street Looking North

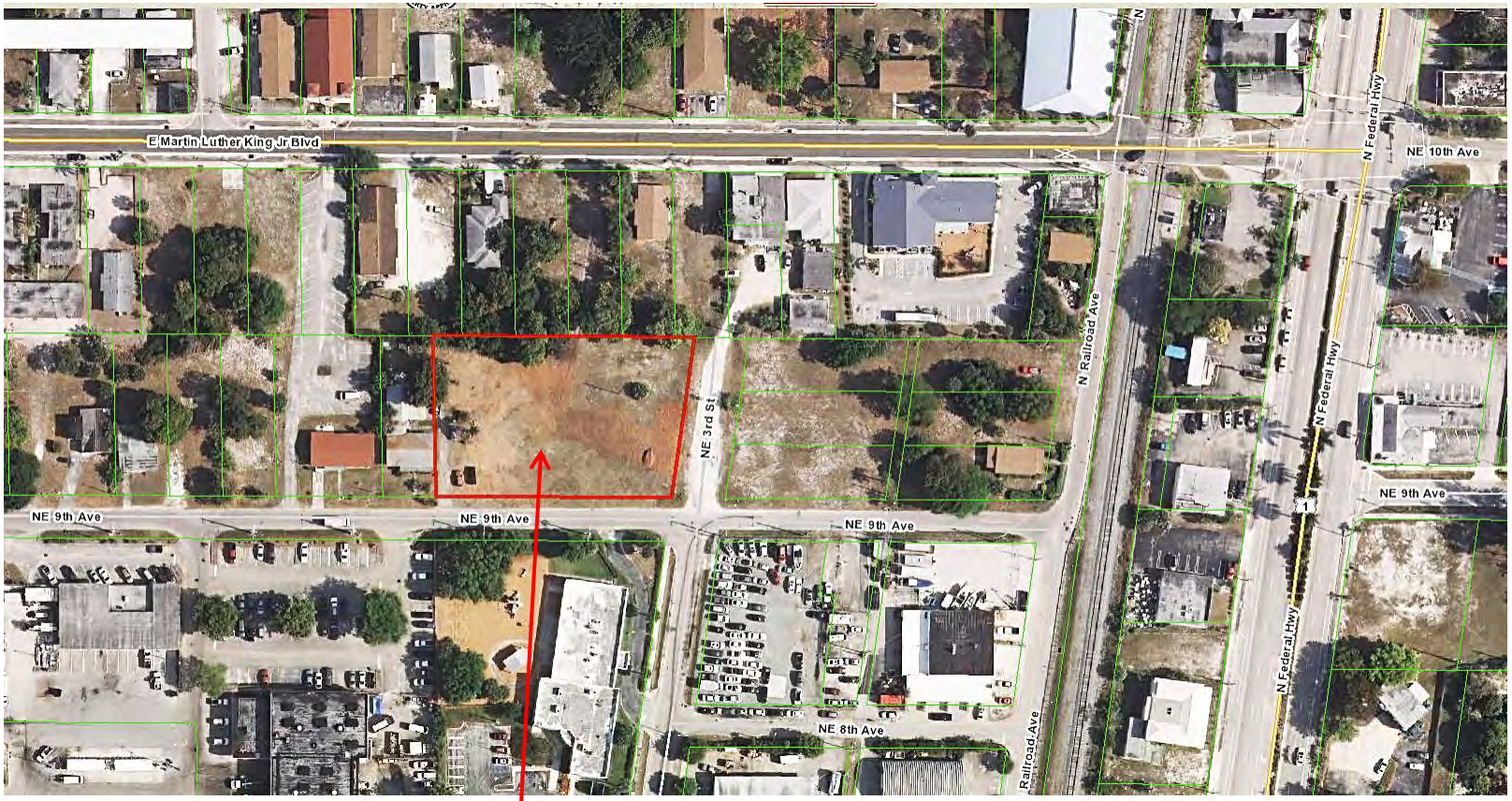
Subject Property Looking West

Looking South on NE 3 Street

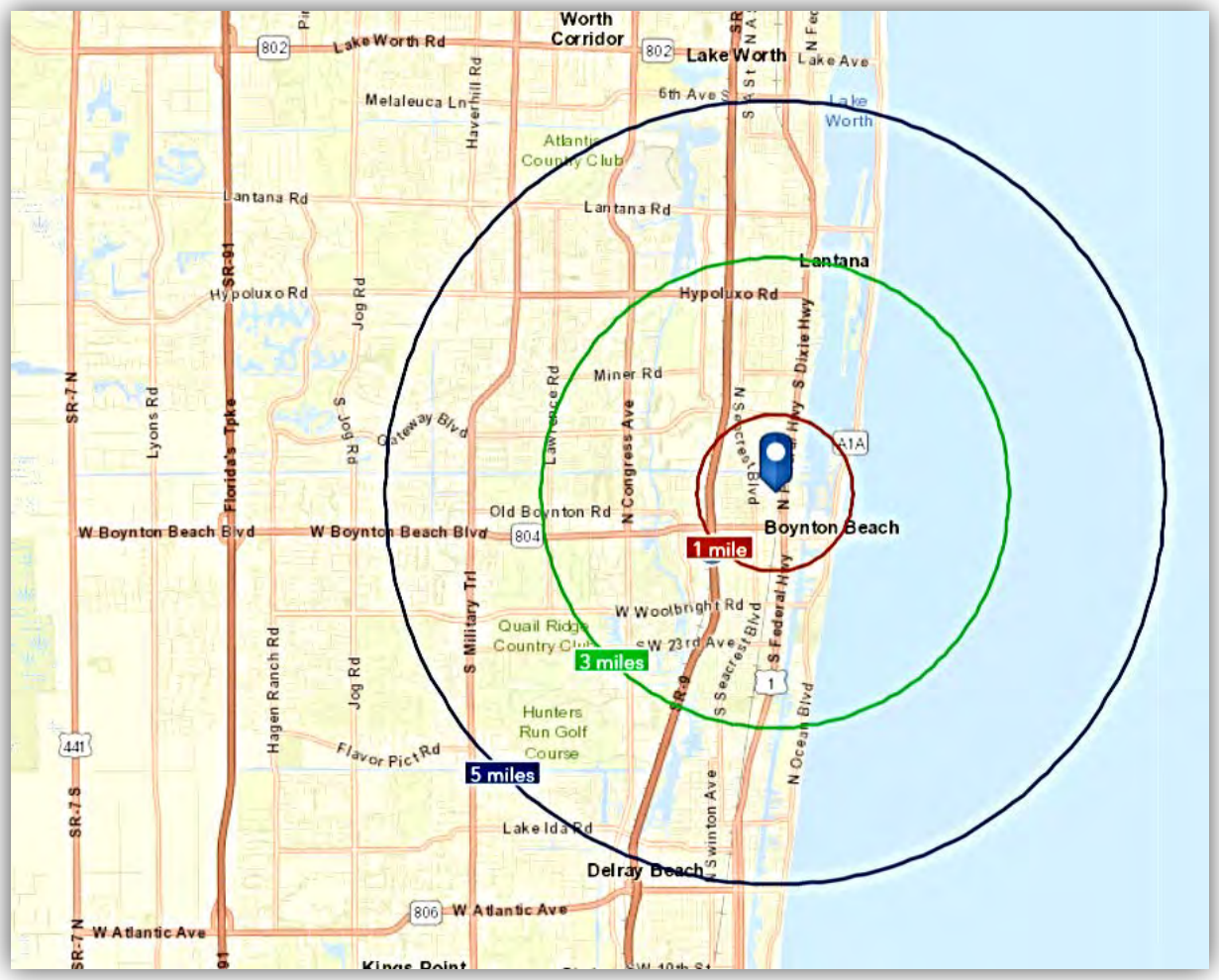
Looking East on NE 9th Avenue

Looking West on NE 9th Avenue

PHOTOS OF THE VALUED LAND AND ENVIRONS
1003 NE 3rd Street
Boynton Beach, Florida 33435



AERIAL VIEW OF THE APPRAISED PROPERTY
1003 NORTHEAST 3 STREET
BOYNTON BEACH, FL 33435



1-3-5 MILE RADII FROM THE VALUED LAND
1003 NE 3 Street
Boynton Beach, Florida 33435

Demographics

Prepared by VANCE REAL ESTATE SERVICE
1003 NE 3rd St, Boynton Beach, Florida, 33435
Rings: 1, 3, 5 mile radii

Latitude: 26.53525
Longitude: -80.05974

	1 mile	3 miles	5 miles
Population			
2000 Population	12,806	70,185	155,949
2010 Population	13,125	79,209	173,335
2018 Population	14,721	86,913	188,458
2023 Population	15,781	92,788	199,591
2000-2010 Annual Rate	0.25%	1.22%	1.06%
2010-2018 Annual Rate	1.40%	1.13%	1.02%
2018-2023 Annual Rate	1.40%	1.32%	1.15%
2018 Male Population	49.0%	47.9%	47.9%
2018 Female Population	51.0%	52.1%	52.1%
2018 Median Age	43.2	43.5	46.4

In the identified area, the current year population is 188,458. In 2010, the Census count in the area was 173,335. The rate of change since 2010 was 1.02% annually. The five-year projection for the population in the area is 199,591 representing a change of 1.15% annually from 2018 to 2023. Currently, the population is 47.9% male and 52.1% female.

Median Age

The median age in this area is 43.2, compared to U.S. median age of 38.3.

Race and Ethnicity			
2018 White Alone	39.9%	59.9%	65.1%
2018 Black Alone	53.8%	31.3%	25.5%
2018 American Indian/Alaska Native Alone	0.5%	0.3%	0.4%
2018 Asian Alone	0.9%	2.0%	2.2%
2018 Pacific Islander Alone	0.0%	0.0%	0.0%
2018 Other Race	2.6%	3.6%	4.0%
2018 Two or More Races	2.3%	2.8%	2.7%
2018 Hispanic Origin (Any Race)	11.5%	17.4%	18.3%

Persons of Hispanic origin represent 18.3% 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 65.7 in the identified area, compared to 64.3 for the U.S. as a whole.

Households			
2000 Households	4,950	30,503	68,179
2010 Households	5,150	33,700	74,395
2018 Total Households	5,820	36,944	80,409
2023 Total Households	6,265	39,498	85,104
2000-2010 Annual Rate	0.40%	1.00%	0.88%
2010-2018 Annual Rate	1.49%	1.12%	0.95%
2018-2023 Annual Rate	1.48%	1.35%	1.14%
2018 Average Household Size	2.50	2.32	2.32

The household count in this area has changed from 74,395 in 2010 to 80,409 in the current year, a change of 0.95% annually. The five-year projection of households is 85,104, a change of 1.14% annually from the current year total. Average household size is currently 2.32, compared to 2.31 in the year 2010. The number of families in the current year is 46,411 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.

September 08, 2018

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Demographics

Prepared by VANCE REAL ESTATE SERVICE
1003 NE 3rd St, Boynton Beach, Florida, 33435
Rings: 1, 3, 5 mile radii

Latitude: 26.53525
Longitude: -80.05974

	1 mile	3 miles	5 miles
Median Household Income			
2018 Median Household Income	$40,374	$50,654	$52,877
2023 Median Household Income	$47,124	$56,950	$60,309
2018-2023 Annual Rate	3.14%	2.37%	2.67%
Average Household Income			
2018 Average Household Income	$63,934	$71,150	$77,751
2023 Average Household Income	$75,604	$84,023	$91,810
2018-2023 Annual Rate	3.41%	3.38%	3.38%
Per Capita Income			
2018 Per Capita Income	$25,648	$30,786	$33,567
2023 Per Capita Income	$30,401	$36,284	$39,516
2018-2023 Annual Rate	3.46%	3.34%	3.32%
Households by Income			

Current median household income is $52,877 in the area, compared to $58,100 for all U.S. households. Median household income is projected to be $60,309 in five years, compared to $65,727 for all U.S. households

Current average household income is $77,751 in this area, compared to $83,694 for all U.S. households. Average household income is projected to be $91,810 in five years, compared to $96,109 for all U.S. households

Current per capita income is $33,567 in the area, compared to the U.S. per capita income of $31,950. The per capita income is projected to be $39,516 in five years, compared to $36,530 for all U.S. households

Housing			
2000 Total Housing Units	6,171	36,461	81,456
2000 Owner Occupied Housing Units	3,288	22,051	51,119
2000 Renter Occupied Housing Units	1,662	8,451	17,059
2000 Vacant Housing Units	1,221	5,959	13,278
2010 Total Housing Units	6,895	42,730	93,281
2010 Owner Occupied Housing Units	3,142	21,840	51,746
2010 Renter Occupied Housing Units	2,008	11,860	22,649
2010 Vacant Housing Units	1,745	9,030	18,886
2018 Total Housing Units	7,588	46,012	99,051
2018 Owner Occupied Housing Units	3,262	21,713	51,572
2018 Renter Occupied Housing Units	2,558	15,231	28,837
2018 Vacant Housing Units	1,768	9,068	18,642
2023 Total Housing Units	8,095	48,670	104,276
2023 Owner Occupied Housing Units	3,649	23,581	55,539
2023 Renter Occupied Housing Units	2,616	15,918	29,566
2023 Vacant Housing Units	1,830	9,172	19,172

Currently, 52.1% of the 99,051 housing units in the area are owner occupied; 29.1%, renter occupied; and 18.8% 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 93,281 housing units in the area - 55.5% owner occupied, 24.3% renter occupied, and 20.2% vacant. The annual rate of change in housing units since 2010 is 2.70%. Median home value in the area is $214,885, compared to a median home value of $218,492 for the U.S. In five years, median value is projected to change by 2.67% annually to $245,147.

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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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED:	Vacant land 1003 Northeast 3rd Street Boynton Beach, FL 33435
OWNERSHIP:	Pamela H Patterson 1861 Waldorf Street Royal Palm Beach, FL 33411
LAND AREA:	Approximately 34,878 square feet Size is from public records. No sketch of survey is available for review.
BUILDING IMPROVEMENTS:	None
ZONING:	"MU-1", Mixed Use Low Intensity, 20 dwelling units per acre, in the city of Boynton Beach
FUTURE LAND USE:	"MU-L1", Mixed Use Low Intensity 1, in the city of Boynton Beach
APPRAISAL PURPOSE:	To develop an opinion of market value
INTEREST APPRAISED:	Fee simple
CURRENT USE:	Vacant
HIGHEST AND BEST USE:	Possibly 16 dwelling units

VALUE BY THE SALES COMPARISON APPROACH:

34,878 square feet x $8.00 per square foot =

TWO HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS
$288,000

VALUATION DATE: **September 7, 2018**

Exposure Time: 12 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 and 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:	Pamela H. Patterson 1861 Waldorf Street Royal Palm Beach, FL 33411
Property Address:	1003 Northeast 3rd Street Boynton Beach, FL 33435
Legal Description:	Lots 157, 158, 159 and 160 ARDEN PARK ADDITION TO BOYNTON, Plat Book 2, page 96, Palm Beach County, FL
Census Tract No.	61

APPRAISAL REPORT (continued)

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 Number: 08 43 45 21 18 000 1570

Land Value:	$80,931
Improvement Value:	-0-
Total Value:	$80,031
Assessed Value:	$56,268
Ad Valorem Tax:	$ 1,370
Non Ad Valorem Tax:	$ -0-
Total Tax:	$ 1,370

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 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)

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 Heart of Boynton (HOB), containing 380 acres. This area is the historic, older part of the CRA, with the following boundaries: Boynton Beach Canal (C-16) on the north, Florida East Coast (FEC) Railroad on the east, Interstate 95 on the west, and jagged line a few blocks north of Boynton Beach Boulevard as the south boundary, at about NE 3 Avenue.

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 (FEC) 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. The new Brightline rapid passenger service was constructed in the FEC corridor; however, there is only one depot in Palm Beach County in West Palm Beach.

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 neighborhood. 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 Heart of Boynton are smaller commercial establishments along the main roads, light industrial close to the FEC Railroad, municipal facilities, single family residential, small multi-family dwellings, a few apartment buildings and places of worship. As mentioned, some structures date back to the 1920's, but most which are still usable were built in the mid-twentieth century. Municipal facilities in the immediate subject market area include parks, two elementary schools and a community center.

Recent projects implemented in the Heart of Boynton are:

- Seacrest Boulevard Streetscape
- Carolyn Sims Center
- Ocean Breeze West - 21 homes –joint venture with Habitat for Humanity
- Construction of single family residences on Martin Luther King, Jr. Boulevard

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)

Future projects are:

- Revitalization of Martin Luther King, Jr. Boulevard and surroundings
- Redevelopment of the Public Works site
- Establishment of mixed use districts of residential and commercial
- Expansion of light industrial near the FEC Railroad
- Widening and extension of NW 11 Avenue, west of Seacrest Boulevard.

Sara Sims Park improvements are anticipated to begin in fall of 2018 to the 12 acre park and historic cemetery fronting West Martin Luther King, Jr. Boulevard. Improvements will include landscaping, pavilions, picnic facilities, lighting and security.

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 $40,374, for three miles it is $50,654, and $52,877 for the five mile circle. All are lower than the median household income for Palm Beach County of $54,400, and the east part of the circles include the residents all the way to the Atlantic Ocean. In the one-mile circle, population is 14,721. In three miles, population increases to 86,913; at five miles, it is 188,458. However, about one-third of the three and five mile circles are over the Atlantic Ocean. Annual growth rate is anticipated to be 1.15% to 1.40% 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. 52% 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.

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)

Vacancy is reported to be 19%; however, this amount is high due to the undercount of the other two categories. Median home value in the five-mile area is $214,885, including the highly priced homes fronting the Atlantic Ocean and Intracoastal Waterway, compared to median home value of $218,492 in the United States.

The current life cycle stage of the market area is stability, a period of equilibrium without marked gains or losses, after a period of decline. However, the life cycle stage will change to revitalization, a period of renewal, modernization and increasing demand with the assemblage of lots and construction of mixed use projects as promoted by the Boynton Beach Community Redevelopment Plan.

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. The foreclosure cycle appears to be near the end. Currently, sales are between individuals or investors who previously purchased the properties from foreclosing lenders and private parties who 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.

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)

Land unit prices had been from about $4.00 to $7.00 per square foot for small lot. Larger tracts which meet the size requirement for development in the new zoning districts are displaying higher unit prices as noted in some of the land sales cited in this report.

Family Dollar Store is an addition to the subject market area; it consists of an 8,100 square foot commercial building at the southeast corner of the signalized intersection of Martin Luther King, Jr. Boulevard and North Seacrest Boulevard. More 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 project consists of the following:

- North parcel – 225 residential units, 120 hotel rooms, 65,000 square feet of office/ retail space and 927 space parking garage
- Middle parcel – 200 residential units, 18,887 square feet of retail space
- South parcel – 280 residential units, 820 space parking garage, 4,000 public space

Included in the project are spaces for a new city hall, police station, fire station and park. Renovation of the historic high school is part of the project. 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)

Boynton Beach Community Redevelopment Agency (BB CRA) issued a Request for Proposals and Developer Qualifications for Commercial and Residential Redevelopment for land in the Heart of Boynton District. The land is owned by the BB CRA. At the west end of Martin Luther King (MLK), Jr. Boulevard, east of Seacrest Boulevard, there are two mixed-use development sites totaling about 3.6 acres.

Additionally, there are 1.4 acres located at the east end of MLK, Jr. Boulevard where the appraised lot is located. Specific property types for the projects are not specified, but that they must be consistent with the BBCRA plan for the area.

The redevelopment goal of the RFP and private development 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

The immediate subject market area of the Heart of Boynton (HOB) has the components of an appealing neighborhood with schools, parks and recreation. HOB is easily accessible by main roads and Interstate 95. Goods and services are nearby on Boynton Beach Boulevard and U S Highway 1. With the involvement of the City of Boynton Beach and the Community Redevelopment Agency, Heart of Boynton Community Redevelopment Plan can continue to succeed in revitalizing the area.

Former Land Use: Current land use is Medium Density Residential, maximum density 9.58 dwelling units per acre
Recommended Land Use is High Density Residential, with a density of 11 dwelling units per acre in multi-story structures. Greater density increases the production of the land.

APPRAISAL REPORT (continued)

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)

Future Land Use: "MU-L", Mixed Use Low Intensity

Former Zoning: "R-2", Single and Two-family Residential District with the purpose to implement the medium density residential future land use map classification of the comprehensive plan. The intent of the district is to stabilize and protect existing residential neighborhoods with density no greater than 10 dwelling units per acre, and allow limited types of non-residential uses. Minimum lot area is 4,500 square feet per unit for a duplex; minimum lot frontage is 75 feet. However, there is a provision for a site with two lots platted prior to the enacting of the current zoning regulation to be improved with a duplex.
Single family dwellings shall be constructed on lots that are no less than 6,000 square feet with a width of at least 60 feet and follow the building and site regulations of the "R-1", Single Family District.

Current Zoning: "MU-L1", Mixed Use Low Intensity, 20 units per acre. Minimum lot area for "MU-L1" is 0.50 of an acre or 21,780 square feet. An excerpt from the zoning ordinance is in the Addenda. Permitted residential uses in mixed use districts include two-family dwellings, multi-family dwellings, mixed use, live-work units, and townhouses. Single family residential is not permitted.

Commercial uses are only permitted on arterials and collector roads. Sites on local roads would be restricted to residential uses. City officials make the determination of allowed uses and permitted density of sites.

APPRAISAL REPORT (continued)

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)

Platting: The appraised land consists of four platted lot.

Site Description: The shape of the site is a quadrangle. Approximate dimensions are from the original plat; size is from the Palm Beach County tax roll.

North boundary on adjacent property:	245.30 ft
East boundary on NE 3 Street:	149.11 ft
South boundary NE 9 Avenue:	220.83 ft
West boundary on adjacent property:	148.57 ft
Total:	34,878 square feet or 0.8007 of an acre

Utilities: All utilities are available to the site.

Access: The site is accessible via NE 9 Avenue, a two-laned street. There are no sidewalks, but there are streetlights. NE 9 Avenue intersects with North Railroad Avenue on lot to the east. NE 9 Avenue extends west three blocks to intersect with Seacrest Boulevard.

NE 3 Street, on the east side of the site concerned, is not paved. However, NE 3 Street is paved south of NE 9 Avenue and extends seven blocks to Boynton Beach Boulevard. The original plat shows NE 3 Street extending north and curving to Railroad Avenue; however, the plat is not an official map of the area. Boynton Beach Community Redevelopment Agency plans to extend NE 3 Street north to extend to East MLK, Jr. Boulevard and pave the road.

Easements: Easements are not noted on original plat. If they exist, utility easements would be most probably be around the perimeter of the lot.

APPRAISAL REPORT (continued)

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)

Encroachments: There is no sketch of survey to review to note if there are encroachments.

Improvement Description: There are no building or site improvements on the site.

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 September 7, 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 as follows.

1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale).

Market value appraisals are distinct from appraisals completed for other purposes because market value appraisals are based on a market perspective and on a normal or typical premise. These criteria are illustrated in the following definition of *Market Value**, provided here only as an example.

Market value *means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition 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: September 7, 2018

B) Date of the Report: September 7, 2018

APPRAISAL REPORT (continued)

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 appraised property as of the effective date of the appraisal.

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

There was a non-arm's length transfer of the ownership of the appraised property on October 28, 2008. A copy of the deed is in the Addenda.

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, some of the surrounding land has been improved with residential, commercial or industrial properties since the 1920s. The land is level and filled to street grade; however, the type of fill is not known. Land size is 34,878 square feet; the shape is a quadrangle. All utilities are available to the site. The site is accessible via NE 9 Street, with North Railroad Avenue one block to the east. NE 3 on the east side of the site is planned to be paved in the near future. Physical constraint to develop the site is its size which governs the 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. Future land use is "MU-L", Mixed Use Low Density, 20 dwelling units per acre. Zoning district is in agreement of "MU-1", Mixed Use Low Density. Minimum lot area is 0.50 of an acre or 21,780 square feet. The site concerned contains 34,878 square feet or 0.80 of an acre with a width of 220 feet, meeting the standards of the "MU-L" district. Potential use of the site appears to be 16 dwelling units (20 units x 0.80 acre). City officials determine legal use of 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.

The shift in new projects is from single family residential to higher density multi-family. Ocean Breeze East will be a new affordable housing development in the Heart of Boynton at North Seacrest Boulevard and NE 7 Avenue. The Florida Housing Finance Corporation awarded RS Development Corp. tax credits to construct 123 dwelling units on 4.4 acres of land. This developer submitted the successful proposal to the Boynton Beach CRA to purchase the property for the new project.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Additionally, the CRA issued three other requests for proposals for developers to submit concepts for large sites consisting of smaller, assembled parcels. The proposals would most likely be for multi-family residential and for mixed use with multi-family units on upper floors and commercial on the first level.

With a small amount of vacant land in the densely populated eastern part of Palm Beach County, land has to have a higher yield with more dwelling units per acre calling for multi-family projects. As yield increases, the price of land increases. Financially feasible use of the appraised land is to improve it with 16 dwelling units as most probably permitted in the "MU-1" zoning district. The most probably buyer for the site is a local developer familiar with the revitalization that will occur in the subject market area. Time for development is development is now with renewed interest in the neighborhood and support from the Boynton Beach Community Redevelopment Agency.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the appraised property as vacant is for 16 dwelling units. Such use would be potentially 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.

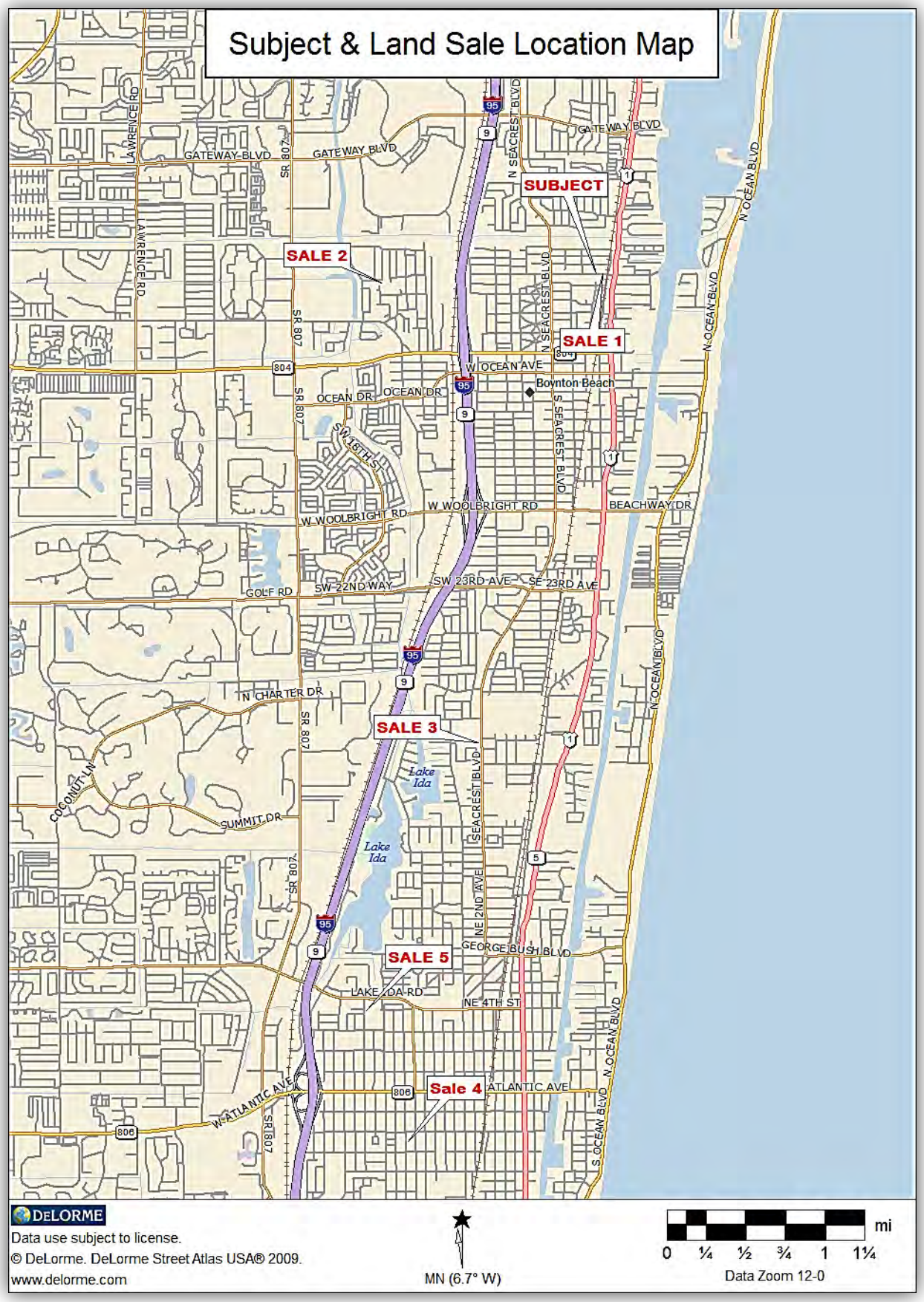
There are no extraordinary assumptions or hypothetical conditions in this report.

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


Subject & Land Sale Location Map
SUBJECT
SALE 1
SALE 2
SALE 3
SALE 4
SALE 5
Boynton Beach
GATEWAY BLVD
GATEWAY-BLVD
LAWRENCE RD
SR 807
N SEACREST BLVD
S SEACREST BLVD
SEACREST BLVD
N OCEAN BLVD
S OCEAN BLVD
W OCEAN AVE
OCEAN DR
SW 18TH ST
W WOOLBRIGHT RD
BEACHWAY DR
GOLF RD
SW 22ND WAY
SW 23RD AVE
SE 23RD AVE
N CHARTER DR
COCONUT LN
SUMMIT DR
Lake Ida
NE 2ND AVE
GEORGE BUSH BLVD
LAKE IDA RD
NE 4TH ST
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ATLANTIC AVE
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806
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www.delorme.com
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VACANT LAND SALES

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 "MU-L" Mixed Use Low Intensity – future zoning
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 acquired this lot for the future construction of NE 3 Street to connect with MLK, Jr. Boulevard.

LAND SALE 1
340 EAST MARTIN LUTHER KING, JR. BOULEVARD
BOYNTON BEACH, FL 33435

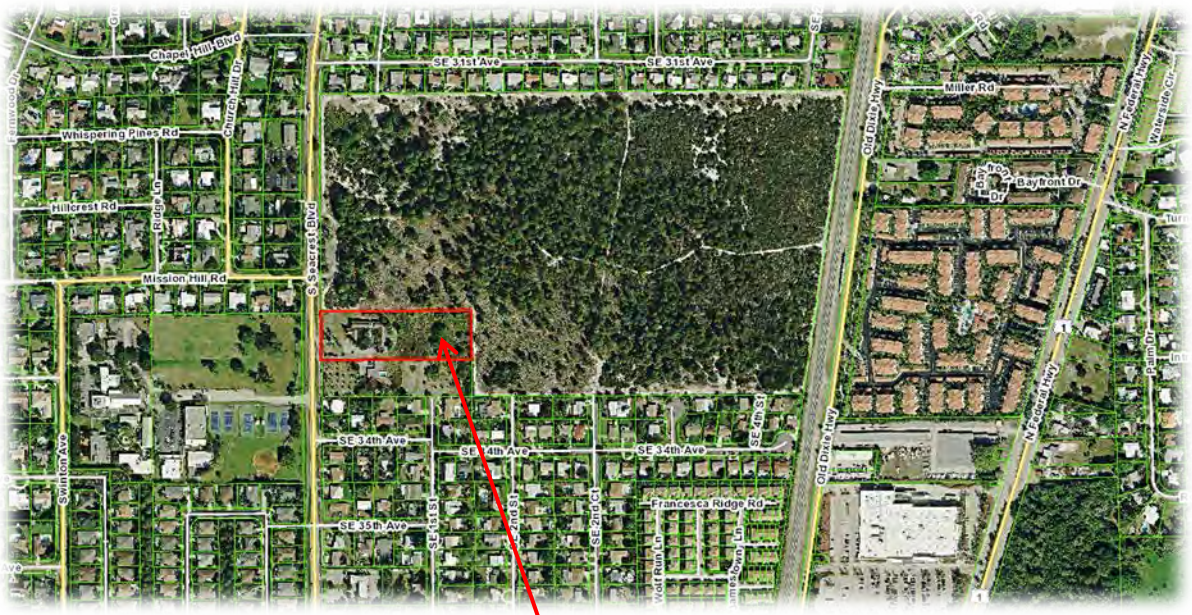
VACANT LAND SALES

SALE NO.	2
LEGAL DESCRIPTION	Tract 19, Section20, Township 45 South, Range 43 East, Plat Book 7, page 20, Palm Beach County, FL
RECORDED	O. R. Book 29304, Page 1898, Palm Beach County Records
GRANTOR	MVP Homes, LLC
GRANTEE	J B A Realstate, LLC
DATE OF SALE	August 15, 2017
LOCATION	900 block, east side, Northwest 10 Street Boynton Beach, Florida
ZONING	"R-1-AA", Single family residential district
FUTURE LAND USE	Low Density Residential
SALE PRICE	$665,000
LAND SIZE	108,900 square feet or 2.50 acres
UNITS OF COMPARISON	$6.11 per square foot
FOLIO NUMBERS	08-43-45-20-01-000-0190
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Jorge Tager, for grantee
COMMENTS	Long, narrow parcel west of Interstate 95 and north of Boynton Beach Boulevard. Prior sale in December, 2016 for $385,000. Previously, site was approved for ten single family residences; however, plans may change.

LAND SALE 2
900 block NORTHWEST 10 STREET
BOYNTON BEACH, FL

VACANT LAND SALES

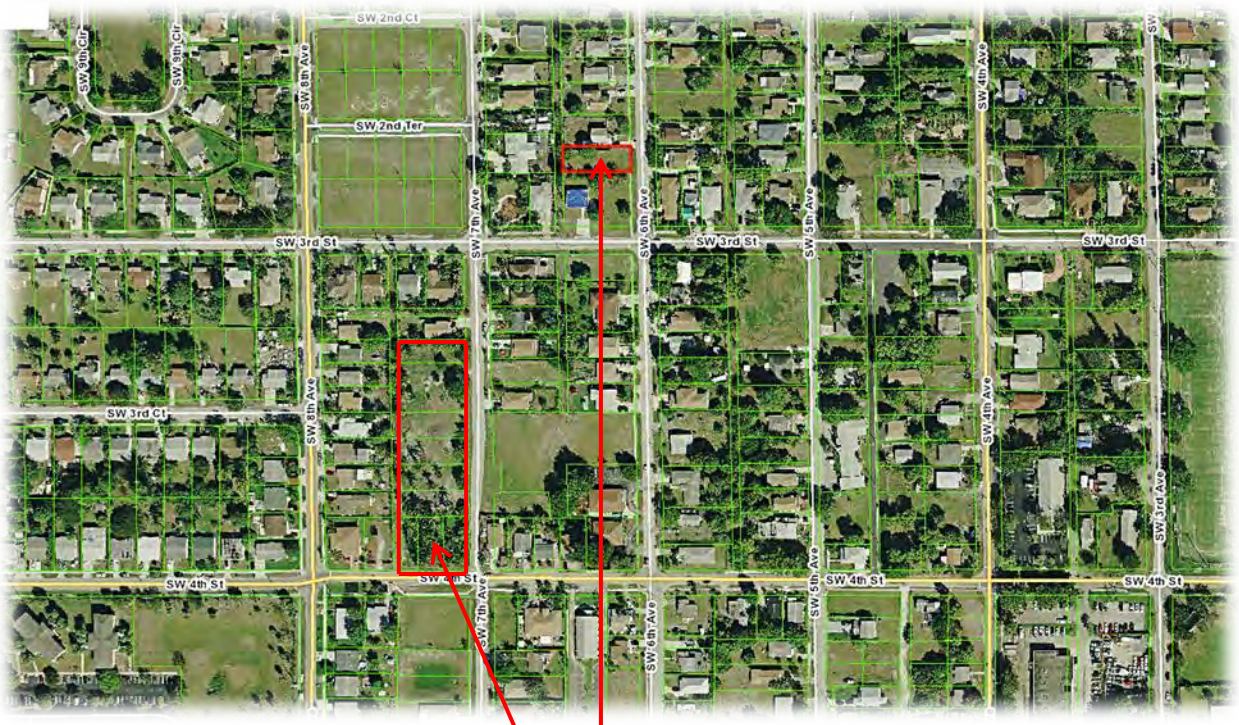
SALE NO.	3
LEGAL DESCRIPTION	The north ½ of the north ½ of the northeast ¼ of the southwest ¼ of the northwest ¼ of Section 4, Township 46 South, Range 43 East, less the west 40 feet for road right-of-way, Palm Beach County, FL
RECORDED	O. R. Book 29104, Page 379, Palm Beach County Records
GRANTOR	Chris Seiler et al
GRANTEE	Eden Ridge LLC
DATE OF SALE	May 19, 2017
LOCATION	3479 South Seacrest Boulevard Boynton Beach, FL
ZONING	"R-1-AA", Single family residential district
FUTURE LAND USE	Low density residential
SALE PRICE	$1,100,000
LAND SIZE	105,415 square feet or 2.42 acres
UNITS OF COMPARISON	$10.43 per square foot
FOLIO NUMBERS	08-43-46-04-00-000-3030
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Jeremy Vandervort, listing agent
COMMENTS	Long narrow parcel in the southeast section of Boynton Beach. Residential improvements on the site at the time of sale will be razed and removed to make way for a new residential project of potentially single family residences.



LAND SALE 3
3479 SOUTH SEACREST BOULEVARD
BOYNTON BEACH, FL

VACANT LAND SALES

SALE NO.	4
LEGAL DESCRIPTION	Lots 26 – 37, inclusive, Block 8, TOWN OF DELRAY, Plat Book 14, page 58, and Lots 32 – 33, Block 15, TOWN OF DELRAY, Plat Book 13, page 8, Palm Beach County, FL
RECORDED	O. R. Book 29046, Page 1233, Palm Beach County Records
GRANTOR	Robert Russo et al
GRANTEE	Delray Beach Community Redevelopment Agency
DATE OF SALE	April 25, 2017
LOCATION	238 SW 6 Avenue and 300 block, north side, SW 7 Avenue Delray Beach, FL
ZONING	"R-1-A", Single family residential district
FUTURE LAND USE	Low Density Residential
SALE PRICE	$487,000
LAND SIZE	66,384 square feet or 1.52 acres
UNITS OF COMPARISON	$7.34 per square foot
FOLIO NUMBERS	12-43-46-16-01-008-0260-0370 12-43-46-16-01-015-0320
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Jeff Costello for the grantee
COMMENTS	The site consists of 10 parcels in the southwest section of the town of Delray Beach. The land had been a plant nursery in the past. The Delray Beach CRA plans to improve the parcels with ten single family residences.



LAND SALE 4
238 SW 6 AVENUE
300 block SW 7 AVENUE
DELRAY BEACH, FL

VACANT LAND SALES

SALE NO.	5
LEGAL DESCRIPTION	The south 150 feet of the west ½ if Kit 19, Subdivision of Section 8, Township 46 South, Range 43 East, less the south 20 feet, less the west 40 feet thereof and less the east 20 feet, Plat Book 1, page 4, Palm Beach County, FL
RECORDED	O. R. Book 29429, Page 1221, Palm Beach County Records
GRANTOR	D B Wright Industries, Inc.
GRANTEE	F Michael 5832 LLC
DATE OF SALE	October 6, 2017
LOCATION	402 Northwest 10 Avenue Delray Beach, FL
ZONING	"R-1-A", Single family residential district
FUTURE LAND USE	Multi-family
SALE PRICE	$900,000
LAND SIZE	82,402 square feet or 1.8917 acres
UNITS OF COMPARISON	$10.92 per square foot
FOLIO NUMBERS	12-43-46-08-21-019-0030
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Daniel Wright, grantor
COMMENTS	Long, narrow parcel in the southeast quadrant of Lake Ida Road and Interstate 95; however, there is not an I-95 interchange at Lake Ida Road. At the time of sale, the site is improved with five old duplexes which do not have any contributiory value to the property. They would be demolished to ready the site for redevelopment.

LAND SALE 5
402 NORTHWEST 10 AVENUE
DELRAY BEACH, FL

LAND SALES COMPARISON CHART

No.	Location	Sale Date	Sale Price	Land Size SF	Price/ S F	Zoning	Platted
1	340 E MLK Blvd Boynton Beach, FL	07/15/17	$ 50,000	7,750	$ 6.45	MU-L	yes
2	900 NW 10 Street Boynton Beach, FL	08/15/17	$ 665,000	108,900	$ 6.11	R-1-AA	no
3	3479 S Seacrest Blvd Boynton Beach, FL	05/19/17	$1,100,000	105,415	$10.43	R-1-AA	no
4	238 SW 6 Avenue 300 SW 7 Avenue Delray Beach, FL	04/25/17	$ 487,000	66,384	$ 7.34	R-1-A	yes
5	402 NW 10 Avenue Delray Beach, FL	10/06/17	$ 900,000	82,402	$10.92	R-1-A	no
Subject	1003 NE 3 Street Boynton Beach, FL	09/07/18	**VALUE $288,000**	34,878	**VALUE $8.25**	MU-L	yes

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 34,878 square feet or 0.80 of an acre. Zoning is "MU-1", Mixes Use Low Density, 20 dwelling units per acre. Based on the size of the site and its location on a residential street, the highest and best use of the land is to improve it with 16 dwelling units, if the city permits.

A search was made to find recent sales of sites similar to the subject in the central part of Boynton Beach and in like areas. Development in the subject market area began almost 100 years ago. There are some vacant in-fill parcels and still others coming about by the razing of depreciated or obsolete improvements. Most of these older market areas have zoning districts with specific uses attached to them. Zoning and land use are changing to include many types of uses in one district and even several uses on one parcel. The appraised land is part of this new wave being in a mixed use district. These zoning and land use changes were initiated by the municipality rather than a private developer, with the city taking the time and having the expertise to accomplish the variations. Little time has elapsed since the new districts are in effect. Thus, there have been few land sales in them. One sale was found in the subject's district and cited as Land Sale 1. The land sales search expanded to other similar areas with the original districts still in place. A few more transactions were found of larger sites that could be improved with various residential projects. In the older districts, the effort to change from single family to multi-family use would fall upon the buyer of the site.

The search revealed five sales of larger in-fill sites that offer an overview of market activity for such parcels. As a group, they provide an indication of value for the land under appraisement. Details of the transactions are on the sale sheets and chart in this report.

The unit of comparison relevant to this valuation is Sale Price per Square Foot of Land. The range of unit prices is from $6.11 per square foot to $10.92 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.*

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 sales were the conveyance of 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.

(Continued)

The land sales cited in this report are arm's length transactions. Land Sale 1 was purchased by the Boynton Beach Community Redevelopment Agency to connect NE 3 Street to MLK, Jr. Boulevard. Land Sales 2, 3, 4 and 5 were purchased for residential development. Delray Beach Community Redevelopment Agency was the grantee for No. 4. The CRA transactions are negotiated sales, with unit prices in the range of those purchased by private entities. Conditions of sale for all of the transactions are typical for the market, with no adjustments necessary for this element of comparison.

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.

All of the land sales closed in 2017 during a time of market conditions which are similar to those existing on the date of valuation. No adjustment is required for this element of comparison.

Transactional adjustments 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 Palm Beach County, where the peak of construction took place in the mid-twentieth century. Redevelopment is occurring because buyers are purchasing parcels with old improvements, then razing them to make way for new projects. Financial support of governmental and social agencies, and the availability of funds for construction are aiding in the revitalization.

(Continued)

The appraised site is one street south of Martin Luther King, Jr. Boulevard, a main neighborhood road with a plan for a streetscape. Land Sale 1 fronts MLK, Jr. Boulevard. The parcel concerned and Sale 1 are both in the new "MU-L" zoning district. With a minimum lot size of 21,780 square feet to construct a multi-family project, No. 1 with only 7,750 square feet would have to be assembled with adjacent lots for such a venture.

Land Sale 2 is west of Interstate 95, away from the activity in the Community Redevelopment Area. Correspondingly, it has the lowest unit price in the data set. On the other hand, No. 3 fronts South Seacrest Boulevard and is adjacent to the Seacrest Scrub Natural Area, a 53 acre preserve of native vegetation. Additionally, this parcel is on the approach to Delray Beach, the city to the south of Boynton Beach with revitalization rapidly taking place. Land Sales 4 and 5 are in Delray Beach in areas of revitalization.

Zoning districts for Land Sales 2, 3, 4 and 5 were single family residential at the time of sale. As mentioned, a change would have to be initiated by the grantee. However, they are all of a sufficient size so that a change might be possible.

The locational characteristics of the appraised land puts its unit value near the center of the range of unit prices because it already is in a new zoning district and revitalization is pending, yet not in full swing.

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 appraised site contains 34,878 square feet, which is larger than most parcels in the immediate subject market area, and large enough for multi-family construction. Except for Sale 1, the subject is the smallest in the data set. Viewing Nos. 2, 3, 4 and 5, their sizes and locations point to multi-family residential use; however, the zoning districts are the stumbling blocks. Single family houses on individual lots are expensive to construct and to purchase. The trend is to attached housing or multi-story buildings.

There are no outstandingly positive or negative physical characteristics about the land sales. They form a range of representative unit prices for the market, with the land in question fitting in the mid-range.

(Continued)

LAND VALUATION
(Continued)

Use

For sites to be comparable, they should have similar uses. The Highest and Best Use for the land sales is residential. As discussed in locational and physical characteristics, Land Sales 2, 3, 4 and 5 have the potential for multi-family development because of location and size, but are still in older zoning districts. All of the land sales are in-fill parcels, with few existing and even fewer changing ownership. The uses of all of the tracts are similar enough not to warrant adjustment.

FINAL VALUE OPINION

Revitalization is a slow process requiring zoning, land use, governmental cooperation, demand, entrepreneurial incentive, and funds to occur. The land under appraisement has most of these requirements, needing a developer to improve the property. If the land were for sale, a buyer would see its potential and weigh its characteristics. Considering all of the foregoing discussion, the unit value for the appraised land is in the mid-range of the sale unit prices at $8.25 per square foot.

The quantity of the comparable data is sufficient to have an overview of the market for land in the central-eastern Palm Beach County. 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 September 7, 2018 is:

$8.25/sq.ft. x 34,878 square feet = **$288,000**

TWO HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
I have no present or prospective interest in the property that is the subject of this report, and I have no bias or personal interest with the parties involved.
The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. I appraised the property on April 15, 2017.

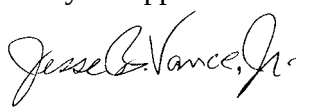
The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also 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 August 24, 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.



September 7, 2018

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85

September 7, 2018

Claudia Vance, MAI
Florida State-Certified General Real Estate Appraiser No. RZ-173

CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

1. The undersigned have personally inspected the subject of this report. No pertinent information has been knowingly withheld.

2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.

3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple, unless excepted.

4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.

5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.

6. The writers are not required to testify without prior agreement.

7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.

8. Where divisions are made between land, improvements, etc., the values estimated for each apply only under the cited use or uses.

9. The value applies ONLY as of the date of valuation stated within the report.

10. The writers certify that they have no present, past or contemplated interest in the subject of this report - unless specifically stated.

11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.

12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.

13. Soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.

14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.

15. Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions, and opinions of real estate set forth in this report. No one else provided significant professional assistance to the signers of this report.

16. Prospective value is based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events which might alter market conditions upon which market value opinion has been developed.

17. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.

18. The appraisers reserve the right to amend or change this report at any time additional market information is obtained which would significantly affect the value.

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 September 7, 2018

Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 September 7, 2018

ADDENDA

Return to:
Jo Ann Abrams, Attorney at Law
11440 Okeechobee Blvd.
Suite 216
Royal Palm Beach, FL 33411

CFN 20080430407
OR BK 22974 PG 1335
RECORDED 12/02/2008 15:53:51
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1335; (1pg)

This Instrument Prepared by:
Jo Ann Abrams
11440 Okeechobee Blvd.
Suite 216
Royal Palm Beach, FL 33411

Property Appraisers Parcel
Identification (Folio) Number(s): 08-43-45-21-18-000-1570

This Document is the property of the Palm Beach County Clerk & Comptroller's Office
Unofficial Document

(Wherever used herein the terms "first party" and "second party" shall include the singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 28 day of OCTOBER, 2008, between Pamela Patterson as the Personal Representative of the Estate of Rosetta J. Dean, deceased, of the County of Palm Beach, in the State of Florida, party of the first part, and Pamela Harvey Patterson, a married woman, of the County of Palm Beach, in the State of Florida, whose post office address is 1861 Waldorf Street, Royal Palm Beach, FL 33411, party of the second part.

WITNESSETH. That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, her heirs and assigns forever, the following described land, situate, and being in the County of Palm Beach, State of Florida, to-wit:

Lots 157, 158, 159 and 160, ARDEN PARK ADDITION TO BOYNTON, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Page 96, Section 21, Township 45 South, Range 43 East.

And the said party of the first part does hereby fully warrant the title to said land on behalf of the Estate of Rosetta J. Dean and that the Estate of Rosetta J. Dean will defend the same against the lawful claims of all persons whomsoever.

IT WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Peg Radtke
Witness Signature
Peg Radtke
Printed Name

Witness Signature
Arnold Sachs
Printed Name

Pamela Patterson
Pamela Patterson, Grantor
Personal Representative of the Estate of
Rosetta J. Dean

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Pamela Patterson, who is X personally known to me or ( ) who has produced _____ as identification, who did/did not take an oath, who is the person described in and who executed the foregoing instrument and acknowledged that she executed the same.

Witness my hand and official seal in the County and State aforesaid this 28 day of OCTOBER, 2008.

Notary Public State of Florida
Jo Ann Abrams
My Commission DD790960
Expires 05/21/2012

Notary Public

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN	**MU-L1**	**MU-L2**	**MU-L3**	**MU-4**	**MU-H**
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100	150[2]	200	200
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[5]	45	65	75	100	150/125[6]
Maximum Density (DUs/Acre)[14, 16]	20	30	40	60	80
Maximum F.A.R.[15]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[11]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[10]				
Abutting a Local street	0[10]	0[10]	0[10]	0[10]	0[10]
Interior side	0[10]	0[10]	0[10]	0[10]	0[10]
Building Setback, Minimum (ft.)[11]					
Rear abutting:					
Residential single-family	25[7]/0[7, 8]	25[7]	25[7]	25[7]	25[7]
Intracoastal waterway	25[7]	25[7]	25[7]	25[7]	25[7]
Side abutting					
Residential single-family	25[7]/0[7, 8]	25[7]	25[7]	25[7]	25[7]
Usable Open Space, Minimum (sq. ft.)[13]	N/A	N/A	N/A	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.

5. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations.

6. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any MU-L or residential zoning district not separated by a right-of-way.

7. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

8. Where there is an intervening right-of-way of at least forty (40) feet.

9. Subject to permitting agency approval.

10. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the min. width and design of the PZ. Except for the Downtown District, where the minimum PZ width is 18', the minimum PZ in all other districts if 16 ft. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

11. Listed eligible historic structures are not required to meet these standards.

13. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

14. Projects within the transit core shall have minimum densities as follows: MU-1 - eleven (11), MU-2 - twenty (20), MU-3 - thirty (30), MU-4 - thirty-five (35) and MU-H - forty (40) dwellings per acre (except that minimum density for the MU-H district applies to projects located within the entire station area).

15. Projects within the transit core shall have a minimum FAR as follows: MU-L3 - one and three-quarters (1.75), MU-4 (2.0) and MU-H - two (2.0) (except that minimum FAR for the MU-H district applies to projects to be located within the entire station area).

16. The maximum density for projects within the Downtown Transit-Oriented Development District Overlay Zone (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district.

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 14-009, passed 7-1-14; Am. Ord. 15-006, passed 3-2-15; Am. Ord. 16-023, passed 1-3-17)

SUMMARY OF 2018 – 2019 USPAP (Uniform Standards of Professional Appraisal Practice)

Standard Rule 2: Real Property Appraisal, Reporting

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. STANDARD 2 addresses the content and level of information required in a report that communicates the results of the real property appraisal. STANDARD 2 does not dictate the form, format, or style of real property appraisal reports. The 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 real property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.

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 and 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:

1. "Appraisal assignment" denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting, as an agent or a disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.

2. "Analysis assignment" denotes appraisal services that relate to the employer's or client's individual needs or investment objectives and includes specialized marketing, financing, and feasibility studies as well as analyses, opinions, and conclusions given in connection with activities such as real estate brokerage, mortgage banking, real estate counseling, or real estate consulting.

3. "Appraisal review assignment" denotes an engagement for which an appraiser is employed or retained to develop and communicate an opinion about the quality of another appraiser's appraisal, appraisal report, or work. An appraisal review may or may not contain the reviewing appraiser's opinion of value.

(b) "Appraisal Foundation" or "foundation" means the Appraisal Foundation established on November 20, 1987, as a not-for-profit corporation under the laws of Illinois.

(c) "Appraisal report" means any communication, written or oral, of an appraisal, appraisal review, appraisal consulting service, analysis, opinion, or conclusion relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property, and includes any report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. However, in order to be recognized in a federally related transaction, an appraisal report must be written.

(d) "Appraisal review" means the act or process of developing and communicating an opinion about the quality of another appraiser's appraisal, appraisal report, or work.

(e) "Appraisal subcommittee" means the designees of the heads of the federal financial institutions regulatory agencies established by the Federal Financial Institutions Examination Council Act of 1978 (12 U.S.C. ss. 3301 et seq.), as amended.

(f) "Appraiser" means any person who is a registered trainee real estate appraiser, licensed real estate appraiser, or a certified real estate appraiser.

An appraiser renders a professional service and is a professional within the meaning of 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.

Vance Real Estate Service

Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

Appraiser · Real Estate Analyst · Reviewer · Expert Witness
Vance Real Estate Service · 7481 NW 4 Street · Plantation · Florida · 33317
Office: 954·583·2116; Cell: 954·610·2423; Email: vanceval@comcast.net
Web Page: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Currently registered in "SAM" (U.S. Government System for Award Management – DUNS 826494957). Designated appraisers perform the appraisal work, no trainees. Jesse B. Vance, Jr., MAI, SRA, ASA, MBA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, bankruptcies, deficiency judgments, marriage dissolution, and estate valuations. Our firm values most types of real property interests for sale, mortgage loans, litigation and investment reasonably, timely and professionally. As licensed real estate brokers, we perform most other real property functions. We also do "Valuations for Financial Reporting."

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ DEGREES/ LICENSES & CERTIFICATIONS

MAI DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
SRA DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
ASA DESIGNATION - AMERICAN SOCIETY OF APPRAISERS (RE-Urban) #003439
MBA DEGREE - REAL ESTATE MANAGEMENT AND DEVELOPMENT
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ-85 (Florida)
FLORIDA STATE LICENSED REAL ESTATE BROKER NO. BK. 91050
REGISTERED VETERAN-OWNED SMALL BUSINESS (CCR/Duns 826494957)
FLORIDA CERTIFIED SDVBE BUSINESS ENTERPRISE (Minority Business Enterprise - MBE)
FLORIDA "D.E.P." APPROVED APPRAISER
Currently registered in "SAM" (U.S. Government System for Award Management).

B) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

1. U.S. Court of Appeals, Eleventh Circuit
2. U.S. District Court, Southern District of South Florida
3. U.S. District Court, New Jersey
4. U.S. Bankruptcy Court, Southern District of Florida
5. U.S. Bankruptcy Court, District of New Jersey
6. U.S. Bankruptcy Court, Western (Pittsburgh) Division of Pennsylvania
7. Florida Circuit Courts: Broward, Dade, Palm Beach, Lee, Collier, Martin, and Okeechobee Counties
8. Appraiser on landmark eminent domain cases: TESSLER, NESS TRAILER PARK, PATEL, SIMPSON v. FILLICHIO, RUBANO, PALM BEACH COUNTY (FL) vs. COVE CLUB INVESTORS, LTD.

C) EXPERIENCE Over thirty-five (35) years appraising and analyzing real property interests in South Florida.
Partial list: RESIDENCES, RESTAURANTS/BARS, APARTMENT BUILDINGS, OFFICE BUILDINGS HOTELS/MOTELS, CHURCHES, CONDOMINIUMS/COOPS, HOSPITALS & NURSING HOMES, VACANT LAND, GOLF COURSES, GOLF CLUBS, GASOLINE SERVICE STATIONS, MARINAS, TRAILER PARKS, SHOPPING CENTERS, BANKS/THRIFT INSTITUTIONS, BOWLING ALLEYS, P.U.D.'S, INDUSTRIAL BUILDINGS, TIME-SHARE DEVELOPMENTS, ROCK PITS, SCHOOLS, AGRICULTURAL PROPERTIES, WATER MANAGEMENT DISTRICT, MARKETABILITY, FEASIBILITY ANALYSES, INVESTMENT ANALYSES, AUTO SALES FACILITIES, LEASE VALUATIONS, TAX & ASSESSMENT APPEALS, CONDEMNATION, EXPERT WITNESS (Member National Forensic Center), BUSINESS ENTERPRISE VALUATIONS (BEV), (VFR) VALUATION FOR FINANCIAL REPORTING, AVIGATION & CLEARANCE EASEMENTS, ESTATES, DIVORCES, PLANNING/LAND USE STUDIES, HIGHEST & BEST USE ANALYSES, DEPRECIATION ANALYSES, COMPONENT APPRAISALS, ENVIRONMENTALLY SENSITIVE LAND, CONTAMINATED PROPERTIES, SUGARCANE & TURFGRASS LAND, DAY CARE CENTERS, SELF-STORAGE FACILITIES, FUNERAL HOMES, ANIMAL HOSPITALS, SUBMERGED LAND, CITY CENTERS, etc.

D) PARTIAL LIST OF CLIENTS

PRIVATE INDIVIDUALS AND CORPORATIONS, ATTORNEYS, ACCOUNTANTS, TRUST DEPARTMENTS, **COMMERCIAL BANKS**: Wells Fargo; BankAtlantic; SunTrust; American National Bank; Landmark Bank; City National Bank; BankUnited; Gateway American Bank; State Farm Bank; Englewood Bank & Trust; SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES; **FLORIDA CITIES**: FORT LAUDERDALE, PLANTATION, COOPER CITY, TAMARAC, LAUDERHILL, BOCA RATON, DEERFIELD BEACH, OAKLAND PARK, WILTON MANORS, HOLLYWOOD, WEST PALM BEACH, DELRAY BEACH, HALLANDALE, PEMBROKE PINES, COOPER CITY, TOWN OF DAVIE, TOWN OF SOUTHWEST RANCHES, MIRAMAR. **FLORIDA COUNTIES**: BROWARD, PALM BEACH, COLLIER, OKEECHOBEE; BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; OKEECHOBEE BOARD OF COUNTY COMMISSIONERS. **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY HOUSING AUTHORITY, STATE OF FLORIDA** DEPARTMENT OF TRANSPORTATION (DOT); **STATE OF FLORIDA** DIVISION OF GENERAL SERVICES(GSA); N. BROWARD GENERAL HOSPITAL DISTRICT; **STATE OF FLORIDA** DEPARTMENT OF ENVIRONMENTAL PROTECTION **(Approved Vendor);U.S. TREASURY DEPARTMENT** (General Counsel, I.R.S.); **U.S. MARSHAL'S SERVICE** – **U.S. ATTORNEY'S OFFICE** CENTRAL DIVISION – U.S. Dept. of Justice; **VETERANS ADMINISTRATION**

E) EDUCATIONAL BACKGROUND - (Partial List)

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

Course 1 (AIREA) - Basic Principles of Appraising
Course 2 (AIREA) - Urban Property Valuation (Income)
Course 4 (AIREA) - Condemnation Appraising
Course 6 (AIREA) - Income Capitalization & Analysis
Course 101 (SREA) - Introduction to Appraising
Course 201 (SREA) - Income Property Valuation, Theory
Course 202 (SREA) - Applied Income Property Valuation
Course 301 (SREA) - Applications/Appraisal Analysis
Symposium (SREA) - Market Analysis, 1978, Virginia
Symposium (SREA) - Market Analysis, 1979, Arizona
Symposium (SREA) - Market Analysis, 1980, South Carolina
Symposium (SREA) - Market Analysis, 1981, Tennessee
Symposium (SREA) - Market Analysis, 1982, New Mexico
Symposium (SREA) - Market Analysis, 1983, Pennsylvania
Symposium (SREA) - Market Analysis, 1984, Georgia
Symposium (SREA) - Market Analysis, 1985, Vancouver, B.C.
Symposium (SREA) - Market Analysis, 1986, New Jersey
Clinic (SREA) - #201 Instructor, 1987, U. of Illinois
Clinic (SREA) - #201 Instructor, 1988, Illinois
Seminar (SREA) - Professional Practice, 1988, Florida
Symposium (SREA) - Market Analysis, 1988, California
Symposium (SREA) - Market Analysis, 1989, Minnesota

MBA Graduate School Courses: 1990 – 1991

Successfully completed the following graduate school courses:

- "Regulation of Real Estate Development"
- "Real Properties Management"
- "Legal Issues In Real Estate"
- "Market Analysis and Site Selection"
- "Organizational Behavior and Management""
- "Human Resource Management"
- "Real Estate Economics"
- "R. E. Finance: Instruments, Institutions & Investment Analysis"
- "Urban Infrastructure & Environmental Analysis"
- "Real Estate Accounting"
- "Marketing Management for Real Estate"
- "Commercial Real Estate Lending"
- "Construction Technology and the Building Development Process"

SEMINAR (AI) - Cost Approach (1992/Boston)
SEMINAR (AI) - Rates & Ratios (1992/Boston)
SEMINAR (AI) - International Appraising (1992/Boston)
SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
SEMINAR (AI) - ADA ACT (1993/Reno)
SEMINAR (AI) - Hotel Valuation (1993)
SEMINAR (AI) - Income Capitalization, Methods (1993)
SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
SEMINAR (AI) - Verifying Market Data (1994)
SEMINAR (AI) - Market Studies for Appraisals (1994)
SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)

E)EDUCATIONAL BACKGROUND - (Partial List, continued)

SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI) - Public Safety & Property Values (1995)
SEMINAR (AI) - Outparcel Valuation (1995)
SEMINAR (AI) - Computer Technology Video Conference (1995)
SEMINAR (AI) - The Internet & the Appraiser (1996)
SEMINAR (AI) - Florida Commercial Construction (1996)
SEMINAR (AI) - Real Property Rights in Florida (1996)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI) - Valuation of Trees (1997)
3-DAY COURSE - Environmental Permitting/Mitigation/Mitigation Banking/Contamination Risk Management-Liability/Wetlands/ Hazardous Wastes/Lender Liability (1997/Marco Beach. FL)
SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI) - Non-Conforming Uses (1998)
SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
COURSE (AI) - 14 Hour (2-day) Advanced Spreadsheet Modeling for Valuation Applications
SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
SEMINAR (AI) - Federal Appraisal Requirements ("Yellow Book") (2000)
SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
SEMINAR (AI) - Analyzing Income Producing Properties (2000)
SEMINAR (ATIF) - 1031 Tax Deferred Exchanges (2000)
COURSE (AI) - USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI) - Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI) - State of the Appraisal Profession (2001)
2-Day SEMINAR - Eminent Domain, by CLE International, Tampa, Florida (2001)
SEMINAR (AI) - Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI) - Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI) - Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI) - How to Appraise the Ugly House (2002)
COURSE (AI) - 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI) - Market Trends for 2003 (2003)
SEMINAR (AI) - Update on Code of Professional Ethics (2003)
PANEL (AI) - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI) - Appraisal Agreements (2003)
SEMINAR (AI) - Analyzing Distressed Real Estate (2004)
SEMINAR (AI) - Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI) - 7 Hour National USPAP Update Course #1400 (2004)
SEMINAR (AI) - Inverse Condemnation (2004)
SEMINAR (AI) - Appraiser Independence in the Loan Process (2004)
SUMMIT (AI) - Moderator at 2-day Appraisal Summit in Washington, D.C. (12/2004)
SEMINAR (AI) - Loss Prevention Program for Real Estate Appraisers (2005)
SEMINAR (AI) - Valuation of Wetlands (7/2005)
SEMINAR (AI) - Tri-County Residential Symposium (8/2005)
SEMINAR (AI) - "Cool Tools" Internet Resources and Use for Valuation (2/2006)
SEMINAR (AI) - FREAB 7-Hour National USPAP Update (5/2006)
SEMINAR (AI) - FREAB 3-Hour Florida State Law for Real Estate Appraisers (5/2006)
SEMINAR (AI) - USPAP Scope of Work & New Requirements (8/2006)
SEMINAR (AI) - USPAP Reappraising, Readdressing & Reassigning Appraisal Reports (2/2007)
SEMINAR (AI) - AI Summary Appraisal Report/Residential (4/07)
COURSE (Fla.) -14-Hour Continuing Education (including 3-Hour Florida Core Law) (7/2007)
SEMINAR (AI) - Real Estate Fraud: Appraisers Beware! (8/2007)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (11/2007)
COURSE (AI) - Business Practices and Ethics – 8 hours (12/2007)
SEMINAR (AI) - Supervisor Trainee Roles and Rules (2/2008)
SEMINAR (AI) -7 Hour National USPAP (4/2008)
SEMINAR (AI) - USPAP Hypothetical Conditions & Extraordinary Assumptions (5/2008)
SEMINAR (AI) - Litigation Skills for the Appraiser – 7-Hour Seminar (9/2008)
SEMINAR (AI) - Public Sector Appraising (2/2009)

E) EDUCATIONAL BACKGROUND - (Partial List, continued)

WEBINAR (AI) - Develop an Effective Marketing Plan (3/2009)
SEMINAR (AI) - Inspecting the Residential "Green House" (4/2009)
SEMINAR (AI) - Property Tax Assessment (5/2010)
SEMINAR (AI) - Supervisor Trainee Roles and Rules (7/2010)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (7/2010)
SEMINAR (AI) - 7-Hour Introduction to Valuation for Financial Reporting – Chicago (5/2009)
SEMINAR (AI) - Government Regulations & Their Effect on R.E. Appraising (8/2009)
SEMINAR (AI) - R.E.Market: How We Got Here, Where We Are, Where We're Going (10/2009)
SEMINAR (AI) - 7 Hour National USPAP Update Course (10/1/2010)
COURSE (AI) - 7 Hour Introduction to Conservation Easement Valuation (12/10/2010)
SEMINAR (AI) - The Real Estate Market (2/18/2011)
COURSE (AI) - 16 Hours Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book") (2/25-26/2011)
WEBINAR (AI) - Real Estate Industry Perspectives on Lease Accounting (4/7/2011)
COURSE (AI) - 15 Hour Appraisal Curriculum Overview (5/19-20/2011)
WEBINAR (AI) - 2-hour Investment Property Accounting Standards (6/8/2011)
SEMINAR (AI) - 3 Hour Spotlight on USPAP – Agreement for Services (7/15/2011)
COURSE (AI) - 14 Hours (2-day) Advanced Excel Spreadsheet Modeling for Valuation Applications (9/22 & 9/23/2011)
SEMINAR (AI) - Trial Components (11/4/11)
SEMINAR (AI) - Lessons from the Old Economy Working in the New (1/20/2012)
7-Hour USPAP - National USPAP Update (3/9/2012)
3-Hour Fla. Law - State Law Update (3/9/2012)
SEMINAR (AI) - Appraisal Review for General Appraisers (4/12/2012)
SEMINAR (AI) - Land Valuation (4/20/2012)
SEMINAR (AI) - The Valuation of Warehouses (6/22/2012)
SEMINAR (AI) - Town Hall Meeting: 2012 Appraisal Institute Forum (7/12/2012)
SEMINAR (AI) - IRS Valuation (7/19/2012)
SEMINAR (AI) - 7 Hour Business Practices and Ethics Course (12/7/2012)
SEMINAR (AI) - Real Estate Forecast 2013 (1/25/2013)
COURSE (AI) - 7 Hour Advanced Marketability Studies (5/6/2013)
SEMINAR (AI) - Developing a Supportable Workfile (11/15/2013)
SEMINAR (AI) - Florida Appraisal Law Course (2/7/2014)
SEMINAR (AI) - Liability Issues for Appraisers performing Litigation & Non-Lending Work (2/24/2014)
COURSE (AI) - 7 Hour National USPAP Update Course (4/25/2014)
SEMINAR (AI) - Economic Conditions (5/16/2014)
SEMINAR (AI) - Fundamentals of Going Concerns (7/16/2014)
SEMINAR (AI) - Litigation Assignments for Residential Appraisers (7/24/2014)
SEMINAR (AI) - Economic Engines of Miami-Dade County, Florida (1/23/2015)
SEMINAR (AI) - Economic Engines Driving Broward County, Florida (5/15/2015)
3-Hour Fla.Law - Florida Real Estate Broker 14-hour Continuing Education Course (incl. 3 hour core law) with exam (9/2015)
SEMINAR (AI) - Drone Technology & its Effect on Real Estate Valuations (11/2015)
SEMINAR (AI) - Loss Prevention for Real Estate Appraisers (1/22/2016)
COURSE (AI) - 7-Hour National USPAP Update Course (4/22/2016)
SEMINAR (AI) - 3-Hour Florida Appraisal Law (4/22/2016)
SEMINAR (AI) - 4-Hour Appraisals in the Banking Environment (5/6/2016)
SEMINAR (AI) - Appraising the Tough One: Mixed Use Properties (8/19/2016)
SEMINAR (AI) - 4-Hour Business Practices & Ethics (12/02/2016) 5-Year Requirement
WEBINAR (AI) - 2-Hour Yellow Book Changes – Overview for Appraisers (1/11/2017)
SEMINAR (AI) - 3-Hours Economic Engines Driving Broward County in 2017 (1/27/2017)
COURSE (AI) - 7-Hours: Introduction to Green Buildings Principles & Concepts (2/24/2017)
COURSE (AI) - 4 Hours: Another View of the Tough One: Sales Comparison Approach for Mixed-Use Properties (5/19/2017)
SEMINAR (AI) - 4 Hours: Appraising for Federal Office of Valuation Services & Yellow Book Review (8/18/2017)
COURSE (BR) - 14 Hours Real Estate Continuing Education, including 3-Hour Florida Real Estate Core Law (9/13/2017)
COURSE (AI) - 4-Hours: 2-4 Unit Small Residential Income Property Appraisals (11/3/2017)
COURSE (AI) - 15 Hours "Yellow Book" Uniform Appraisal Standards for Federal Land Acquisitions – Passed Exam (11/10/2017)
SEMINAR (AI) - 3 Hours "Hot Topics and Myths in Appraiser Liability" (1/26/2018)
COURSE (AI) - 7-Hour National USPAP Update Course (2/9/2018)
SEMINAR (AI) - 3 Hours Florida Appraisal Law (2/9/2018)
SEMINAR (AI) - 3 Hours "Parking Impact on Florida Properties" (5/4/2018)

F) APPRAISAL TEACHING EXPERIENCE

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

G) PROFESSIONAL OFFICES HELD/AWARDS

NATIONAL B.O.D. MEMBER	-	BOARD OF DIRECTORS of APPRAISAL INSTITUTE (2006- 2008)
AWARD	-	Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
AWARD	-	Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011 For "high ethical standards, contributions to the Appraisal Institute, Community and Appraisal Profession for at least 20 years."
CHAIR	-	REGION X - All of Florida - Appraisal Institute (2008)
VICE-CHAIR	-	REGION X - All of Florida - Appraisal Institute (2007)
THIRD DIRECTOR	-	REGION X - All of Florida - Appraisal Institute (2006)
FINANCE OFFICER	-	REGION X – All of Florida – Appraisal Institute (2006)
PRESIDENT	-	BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
PRESIDENT	-	BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
CHAIR	-	FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
CHAIR	-	FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

G) PROFESSIONAL OFFICES HELD/AWARDS

CHAIR	-	FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS
CHAIR	-	EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI
CHAIR	-	CANDIDATES GUIDANCE COMMITTEE, FT .LAUDERDALE CHAPTER AI
CHAIR	-	NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
VICE CHAIR & MEMBER	-	NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)
MEMBER	-	NATIONAL LONG RANGE PLANNING COMMITTEE OF AI
MEMBER	-	NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI
DIRECTOR	-	REGION X (Florida) Appraisal Institute
MEMBER	-	REGION X (FLORIDA) ETHICS AND COUNSELING PANEL
DIRECTOR	-	BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS
DIRECTOR	-	SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS
MEMBER	-	NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
SPECIAL MASTER	-	BROWARD COUNTY BOARD OF TAX ADJUSTMENT
COMMISSIONER	-	17TH JUDICIAL CIRCUIT COURT, Broward County, FL
MEMBER	-	2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education;
Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;
Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.
Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.
Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.
Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.
Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

I) CIVIC INVOLVEMENT

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW
MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD
MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES
MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")
MEMBER CIRCLE OF FRIENDS – NOVA SOUTHEASTERN LIBRARY FOUNDATION
MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION
MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY
MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS
MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE
MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA
LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION
MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE
U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949

Vance Real Estate Service

Claudia Vance, MAI

Appraiser · Real Estate Analyst · Reviewer
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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) <u>PARTIAL LIST OF CLIENTS</u> –

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**

<u>G) EDUCATIONAL BACKGROUND</u>

Academic:

Bachelor of Arts Degree – University of New Orleans, New Orleans, LA – Major: English

Professional:

Course 1-A (AIREA) - Introduction to Appraising Real Property, 1977, Passed Exam
Course 1-B (AIREA) - Capitalization Theory and Techniques, 1978, Passed Exam
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
Course 202 (SREA) - Applied Income Property Valuation, 1983, Passed Exam
Course 301 (SREA) - Applications/Appraisal Analysis, 1984, No Exam
Course SPP (SREA) - Standards of Professional Practice, 1989, No Exam
Symposium (SREA) - Market Analysis, 1983, Philadelphia
Symposium (SREA) - Market Analysis, 1984, Atlanta
Symposium (SREA) - Market Analysis, 1985, Vancouver
Symposium (SREA) - Market Analysis, 1986, Atlantic City
Symposium (SREA) - Market Analysis, 1988, Los Angeles
SEMINAR (AI) - Cost Approach (1992/Boston)
SEMINAR (AI) - Rates & Ratios (1992/Boston)
SEMINAR (AI) - International Appraising (1992/Boston)
SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
SEMINAR (AI) - ADA ACT (1993/Reno)
SEMINAR (AI) - Hotel Valuation (1993)
SEMINAR (AI) - Income Capitalization, Methods (1993)
SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
SEMINAR (AI) - Verifying Market Data (1994)
SEMINAR (AI) - Market Studies for Appraisals (1994)
SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)
SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI) - Public Safety & Property Values (1995)
SEMINAR (AI) - Outparcel Valuation (1995)
SEMINAR (AI) - Computer Technology Video Conference (1995)
SEMINAR (AI) - The Internet & the Appraiser (1996)
SEMINAR (AI) - Florida Commercial Construction (1996)
SEMINAR (AI) - 1996 Data Exchange (1996)
SEMINAR (AI) - Real Property Rights in Florida (1996)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI) - Valuation of Trees (1997)

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) - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
SEMINAR (AI) - Federal Appraisal Requirements (2000)
SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
SEMINAR (AI) - Analyzing Income Producing Properties (2000)
COURSE (AI) - USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI) - Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI) - State of the Appraisal Profession (2001)
SEMINAR (AI) - Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI) - Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI) - Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI) - How to Appraise the Ugly House (2002)
COURSE (AI) - 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI) - Market Trends for 2003 (2003)
SEMINAR (AI) - Update on Code of Professional Ethics (2003)
PANEL (AI) - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI) - Appraisal Agreements (2003)
SEMINAR (AI) - Analyzing Distressed Real Estate (2004)
SEMINAR (AI) - Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI) - National USPAP Course (2004)
SEMINAR (AI) - Inverse Condemnation (2004)
SEMINAR (AI) - Loss Prevention (2005)
SEMINAR (AI) - Single Family Fraud Awareness (2005)
SEMINAR (AI) - Guide to the new URAR form (2005)
SEMINAR (AI) - Technologies for Real Estate Appraisers (2006)
SEMINAR (AI) - The Appraiser's Role in New Urbanism (2006)
SEMINAR (AI) - National USPAP Update (2006)
SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2006)
SEMINAR (AI) - Scope of Work and the New USPAP Requirements (2006)
SEMINAR (AI) - Energy Star and the Appraisal Process (2006)
SEMINAR (AI) - Reappraising, Readdressing, and Reassigning Appraisals (2007)
SEMINAR (AI) - Real Estate Fraud (2007)
SEMINAR (AI) - Forecasting Revenue (2007)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (2007)
COURSE (AI) - Business Practice and Ethics #420 (2007)
SEMINAR (AI) - Supervisor – Trainee Roles and Rules (2008)
COURSE (AI) - 7 Hour National USPAP Update #400 (2008)
SEMINAR (AI) - Hypothetical Conditions and Assumptions (2008)
SEMINAR (AI) - Real Estate Economy (2008)
SEMINAR (AI) - Public Sector Appraising (2009)
SEMINAR (AI) - Inspecting the residential "green" house (2009)
WEBINAR (AI) - Value for Financial Reporting (2009)
SEMINAR (AI) - The Real Estate Market in 2009
SEMINAR (AI) - New Government Regulations (2009)
SEMINAR (AI) - Property Tax Assessment (2010)
SEMINAR (AI) - 7 Hour National USPAP (2010)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (2010)
SEMINAR (AI) - Supervisor/ Trainee Roles and Rules (2010)
SEMINAR (AI) - The Real Estate Market (2011)
SEMINAR (AI) - Uniform Appraisal Standards for Federal Land Acquisitions- "Yellow Book" (2011)
COURSE (AI) - 15 Hour Appraisal Curriculum Overview (2011)
SEMINAR (AI) - Spotlight on USPAP – Agreement for Services (2011)
SEMINAR (AI) - Trial Components (2011)

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)
SEMINAR (AI)	-Hot Topics & Myths in Appraiser Liability (2018)
COURSE (AI)	- 7 Hour National USPAP Update (2018)
SEMINAR (AI)	- Florida Law (2018)
SEMINAR (AI)	-Parking & Its Impact on Florida Properties (2018)
SEMINAR (AI)	-What's New in Residential Construction (2018)
SEMINAR (AI)	-Valuation Resources for Solar Photovoltaic Systems (2018)

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

CRA BOARD MEETING OF: October 9, 2018

NEW BUSINESS

AGENDA ITEM: 14.B.

SUBJECT:

Consideration of Second Renewal Option of the Boynton Harbor Marina Management Agreement with Waypoint Marine, Inc.

SUMMARY:

The CRA purchased the marina slips and now open space property in March 2006 and the waterfront property and marine fueling operation located at 735 Casa Loma Boulevard on January 25, 2007. At that time, Waypoint Marine, Inc. and company owner Brian Smith, was providing The Related Group with full marine fuel dock operations and marina management services. As per the CRA's procurement procedures, the CRA issued a RFP/RFQ in October 2007, and Waypoint Marine, Inc. was the Proposer selected by the CRA Board to provide marina management services to the CRA.

In July 2012, the CRA Board issued a RFP/RFQ soliciting proposals to provide services for the management of the Boynton Harbor Marina. Waypoint Marine, Inc. was the selected Proposer and entered into a management services agreement with the CRA with the initial three year ending September 30, 2015 at an annual contract amount of $158,000 with no increases during the three year period (see Attachment I). The Marina Management Agreement included language providing the CRA with two, three year renewal options.

The CRA Board approved the option to renew the agreement with Waypoint Marine, Inc. for three years under the First Addendum to the Boynton Harbor Marina Management Services Agreement on October 13, 2015 (Attachment II). The renewal included the cost for a part-time employee $13,435 as well as a $5,000 (3%) increase each year for the remaining two years of the renewal term.

As the Agreement's First Addendum reaches an end, CRA staff, CRA legal counsel and Brian Smith have negotiated the terms of a Second Addendum renewal option for an additional three year term of professional services as described under the Boynton Harbor Marina Management Agreement. The terms of the Second Addendum reflect the same terms and conditions previously described and an increase of three (3) percent annually for continued performance of duties unless otherwise found in default under the terms of the Agreement.

Over the past twelve years, Waypoint Marine, Inc. has proven to be an invaluable asset to the CRA providing professional, experienced marina staff and outstanding marina management services. Waypoint Marine, Inc. is responsible for the seven day a week, year round operation and staffing of the Boynton Harbor Marina fueling operations, gasoline/diesel fuel sales and orders, weekly/monthly sales reports (see Attachment III), repairs and equipment, 19 slip commercial marina, slip rent collection, enforcement of the Dockage Lease Agreements, as well

as hurricane plan development and implementation. Much of the Boynton Harbor Marina's success is directly related to the professional management provided by Waypoint Marine, Inc.

FISCAL IMPACT:

General Fund – Account # 01-51630-241: FY 18/19 $186,878.05; FY 19/20 $192,484.39; and FY 20/21 $198,258.92.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

1. Approve the Second Amendment to the Boynton Harbor Marina Fuel Dock & Slips Management Services Agreement with Waypoint Marine, Inc.

2. Do not approve the Second Amendment to the Boynton Harbor Marina Fuel Dock & Slips Management Services Agreement with Waypoint Marine, Inc. and offer an alternative direction.

ATTACHMENTS:

Description

- **Attachment I - Marina Managment Agreement 2012-2015**
- **Attachment II - Marina Managment Agrement, Addendum No. 1**
- **Attachment III - Marina Management Agreement, Proposed Amendment No 2**
- **Attachment IV - Boynton Harbor Marina Fuel Sales Data**

Boynton Harbor Marina
Fuel Dock & Slips Management Services Agreement

This Management Agreement is made the dates indicated below, by and between Boynton Beach Community Redevelopment Agency, a governmental entity created pursuant to Florida Statute Chapter 163, with its principal office located at 710 North Federal Highway, Boynton Beach, Florida 33435 ("Owner"), and Waypoint Marine, Inc., a corporation organized and existing under the laws of Florida, with its principal office located at 2356 Morgans Bluff, West Palm Beach, FL 33411("Manager").

RECITALS

A. Owner owns a fuel dock/marina at 735 Casa Loma Boulevard, Boynton Beach, Florida (the "fuel dock /marina").

B. Manager represents that it is qualified in the supervision, operation and management of fuel docks/marinas.

C. Owner desires to employ Manager to act as its Manager in supervising, administering and managing the fuel dock/marina.

D. Manager desires to furnish those services, all subject to the terms and conditions set forth in this agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE. APPOINTMENT OF MANAGER

A. Owner appoints Manager for the term of this agreement as its sole and exclusive Manager to supervise and administrate, for and at the expense of Owner, the management and operation of the fuel dock/marina, including the management of any ancillary facilities as Owner shall specifically direct, on the terms and conditions stated below. This appointment to be effective the date the last of the parties has signed this agreement and to continue in force afterwards for the period specified in Section Nine below.

B. Manager shall manage, operate, and maintain the fuel dock/marina in an efficient and satisfactory manner. Manager shall act in a fiduciary capacity with respect to the proper protection of and accounting for Owner's assets. In this capacity, Manager shall serve Owner's interests at all times.

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SECTION TWO. MANAGEMENT AND OPERATION SERVICES

Manager accepts the appointment under the terms and conditions set forth in this agreement, and in connection with the supervision, administration, and management, Manager shall perform the following services:

A. General Operation: Manager will operate the fuel dock/marina in the same manner as is customary and usual in the operation of comparable facilities for the account of Owner, and so far as is economically and legally possible, in accordance with the same procedures, practices, management techniques and other rules of operation used by similar fuel dock/marinas and those managed by Manager for the account of others (except where this agreement shall specifically provide a different procedure, practice, and so forth).

B. Employees: Independent Contractor. Manager shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate, maintain, and account for the fuel dock/marina. All matters pertaining to the employment, supervision, compensation, promotion and discharge of employees are the responsibility of Manager, which is in all respects the employer of those employees. Notwithstanding anything to the contrary, Owner shall be notified at least five days prior to the proposed replacement of the fuel dock/marina's general Manager. The replacement of any general Manager will be subject to the review and approval of Owner. Manager shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Manager represents that it is and will continue to be an equal opportunity employer and must advertise as such. This agreement is not one of agency by Manager for Owner, but one with Manager engaged independently in the business of managing properties on its own behalf as an independent contractor. All employment arrangements are therefore solely Manager's concern and Owner shall have no liability with respect to those arrangements.

C. Income: The establishment of all prices, price schedules, rates and rate schedules shall be subject to Owner's prior written approval, and in this connection Manager shall use diligent efforts to collect all income of any type and nature which may become due from time to time or at any time for goods and services provided in connection with the fuel dock/marina or any portion of it. Manager shall collect and identify any income due Owner from all fuel and ancillary services except the convenience items separately provided for in Section One, paragraph E below. All monies so collected shall be deposited daily in the operating accounts, as defined below. In connection with any collection efforts, only legal counsel or a collection firm approved by Owner shall be retained. All legal expenses incurred in bringing such

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approved suit or proceeding shall be submitted to Owner for its prior approval. Manager shall not write off any income items without the prior approval of Owner.

D. Repairs: The Manager shall be responsible for making such repairs, alterations and decorations for the fuel dock/marina as Manager may deem reasonable and necessary for the proper maintenance and operation of the fuel dock/marina with written approval of the Owner. Owner shall be responsible for payment of such repairs, alterations or decorations. No contract for repairs, alterations or decorations involving a single expenditure in excess of $500.00 shall be entered into without written notice to, and written approval of, Owner having first been obtained. In the event of an emergency requiring prompt action for the protection or safety of the fuel dock/marina or its occupants, Manager shall be empowered to take necessary action without prior approval, after which a written report of the occasion for action and the action taken shall immediately be made to Owner.

E. Convenience Items: The Manager shall have the right sell convenience items from the fuel dock/marina. The sale of convenience items shall be the right and sole responsibility of Manager. Manager shall be responsible for obtaining all necessary permits for the sale of convenience items. Notwithstanding, Owner shall have the right to approve, in advance, in writing a list of items to be sold. Sale of any unapproved items shall be a breach of this agreement. Convenience items shall mean but not be limited to ice, bait, snacks, fishing tackle and oil. The cost of purchase of inventory of convenience items shall be the responsibility and cost of Manager. Manager shall pay to Owner five percent (5%) of gross sales less sales tax as the fee for the right to sell convenience items. Manager shall account for purchase and sales of convenience items on the same schedule and to the same detail as for fuel dock/marina sales and services. Except as otherwise directed by Owner in a particular case, all concessions and licenses for the sale of the convenience items shall be in Manager's own name as Manager for Owner and not in the name of Owner.

F. Accounting: The installation of accounting and internal auditing systems shall be in accordance with Section Three below.

G. Service Agreements: Generally, the Manager shall negotiate service and other contracts reasonably necessary or desirable in connection with the operation of the fuel dock/marina in the usual course of business, except that Manager shall not enter into any contract for cleaning, maintaining, repairing or servicing of the fuel dock/marina or any of the constituent parts that requires annual payments in excess of $250.00 without the prior written consent of Owner. As a condition to obtaining that consent, Manager shall supply Owner with a copy of any such proposed contract and shall state to Owner the relationship, if any, between Manager (or the person or persons in control of Manager) and the party proposed to supply the goods or services, or both. All service contracts shall: (a) be in the name of Manager, (b) be assignable, at Owner's

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option, to Owner or Owner's nominee, (c) include a provision for cancellation by Owner or Manager upon not less than thirty [30] days' written notice, and (d) require that all contractors provide evidence of sufficient insurance. If this agreement is terminated pursuant to Section Nine, Manager shall, at Owner's option, assign to Owner or Owner's nominee all service agreements pertaining to the fuel dock/marina.

H. Inventory, Supplies and Equipment: During the Owner's annual budget process, Owner shall approve the overall operating and maintenance budget for the Boynton Harbor Marina Slips and Fuel Dock facility. Owner shall purchase all inventories, provisions, supplies and equipment as Manager may deem reasonably necessary in order to properly maintain and operate the fuel dock/marina slips with the exception of those items as described in Section E.

I. Advertising: Manager shall prepare advertising plans and promotional materials to be used to further sales if determined necessary between Owner and Manager. Such plans or materials shall only be used if approved in advance in writing by Owner and in conformity with that approval. Manager shall not use Owner's name in any advertising or promotional materials without Owner's prior written approval in each instance. Advertising and promotional materials shall be prepared in full compliance with federal, state and local fair housing laws, ordinances, regulations and orders.

J. Compliance With Laws: Manager shall be responsible for full compliance with federal, state and municipal laws, ordinances, regulations and orders relating to the renting, use, operation, repair and maintenance of the fuel dock/marina and with the rules, regulations or orders of the local board of fire underwriters or other similar body. In particular, Manager shall be responsible for full compliance with all laws, rules and regulations relating to the storage and sale of hazardous materials as hereinafter further provided. Manager shall promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention.

Expenses incurred in remedying violations may only be paid by the Owner. If the violation is one for which Owner or other title holder might be subject to penalty, Manager shall notify Owner within three [3] business days to the end that prompt arrangements may be made to remedy the violation, provided that any and all costs, fines and penalties payable as a result of the violation accruing between the date of Manager's first receiving actual notice of the violation and the date Manager gives notice to Owner shall be borne by Manager.

K. Hurricane Preparedness: Manager shall be responsible for developing a hurricane plan for the fuel dock/marina that will be implemented in the event of a hurricane. The plan should be consistent with actions typical and customary to fuel

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dock and marina industry standards. The hurricane plan must be approved by the Owner in writing.

L. Taxes; Mortgages: Manager shall, if so requested, obtain and verify bills for real estate and personal property taxes, improvement assessments and other similar charges that are or may become liens against the fuel dock/marina and may recommend payment or appeal as in its best judgment it may decide. Manager shall forward the bills to Owner for payment by Owner in time to permit Owner to avoid penalty for late payment or to permit Owner to take advantage of discounts. Manager shall not make any payments on account of any ground lease, mortgage, deed of trust, or other security instrument, if any, affecting the fuel dock/marina.

M. Leasing: Manager shall not lease any space to other purveyors whether for convenience items or other items without the prior written consent of Owner.

N. General: Subject to the terms and conditions of this agreement, Manager shall perform all acts reasonably necessary in connection with the operation of the fuel dock/marina in an efficient and proper manner and in accordance with standards and policies established or to be established by Manager for the operation of a first-class fuel dock/marina.

SECTION THREE. ACCOUNTS AND RECORDS

A. Inspection: All books, accounts and records maintained onsite for the operation of the fuel dock/marina, including all accounts in the name of the Manager shall be open at all reasonable hours for inspection and audit by Owner or any qualified and experienced accountant selected by Owner for that purpose. In all cases, proper identification must be given to the general Manager in charge of the fuel dock/marina before inspection will be granted. Within six [6] months after the close of each fiscal year of the Owner, an audit shall be made of the books and accounts, including all accounts used by Manager for payment of the Management Costs listed on , by independent auditors, satisfactory to Owner, which shall be an expense of operating the fuel dock/marina and not the responsibility of Manager. A copy of the audit shall be furnished to each of the parties to this agreement immediately upon completion.

B. Owners Books of Accounts: Manager, in the conduct of its responsibilities to Owner, shall assist the Owner in maintaining adequate and separate books and records for the fuel dock/marina. Books and records shall be maintained in accordance with Owner's specified accounting system and chart of accounts for fuel dock/marinas to be furnished by Owner to Manager. Manager shall ensure control over accounting and financial transactions as reasonably required to protect Owner's assets from theft, error, or fraudulent activity on the part of Manager's employees or other agents. Losses

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arising from those instances are to be borne by Manager and shall include but not be limited to:

1. Theft of assets by Manager's employees or other agents;

2. Penalties, interest, or loss of vendor discounts due to delay in payment of invoices, bills or other similar charges;

3. Overpayment, nonpayment, or duplicate payment of invoices or fuel sales by cash or credit card arising from either fraud or error;

4. Overpayment of labor costs arising from either fraud or error;

5. A sum equal to the value of any form of payment from purveyors to Manager's employees or affiliates arising from the purchase of goods or services for the fuel dock/marina; and

6. Unauthorized use of facilities by Manager's employees or associates.

C. Manager's Books of Accounts: Manager, in the conduct of its responsibilities to Owner, shall maintain adequate and separate books and records for the Management Costs listed on for which Manager is responsible for payment. Books and records shall be maintained in accordance with Owner's specified accounting system and chart of accounts for fuel dock/marinas to be furnished by Owner to Manager. All such books and records shall be maintained on site or at a location agreed to by Owner. Manager shall ensure control over accounting and financial transactions as reasonably required to protect Owner's assets from theft, error, or fraudulent activity on the part of Manager's employees or other agents. Losses arising from those instances are to be borne by Manager.

D. Financial Reports: Manager shall furnish preliminary reports each month of all transactions occurring from the first day of the prior month to the last day of the prior month. These preliminary reports are to be received by Owner no later than five [5] calendar days after the end of the accounting period and must show all fuel sales, taxes collected for fuel sales, fuel purchases, collections, monthly delinquencies, uncollectible items, and other matters pertaining to the management, operation, leasing, and maintenance of the fuel dock/marina during the subject month. These reports shall contain a comparison of monthly and year-to-date actual income and expenses with the approved budgets (as provided in Section Four) for the fuel dock/marina. Additionally, Manager shall provide Owner a weekly report of fuel purchases, taxes collected for fuel sales, sales of Manager's goods, and inventory. The fuel report shall be for the days of

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Monday through Sunday and shall be due on the Wednesday immediately following the reporting week.

SECTION FOUR. DISPOSITION OF FUNDS FROM FUEL DOCK/MARINA OPERATIONS

Funds originating from the fuel dock/marina's operation or from Owner and coming into Manager's possession shall be received, handled and disposed of as follows:

A. Owner's Operating Accounts: All funds received in the operation of the fuel dock/marina, including any working capital furnished by Owner, shall be funds of Owner and shall be deposited by Manager in the account at the banking institution or institutions selected by Owner in the name of Owner. All such funds shall be deposited daily. Manager shall make arrangements and Owner shall sign all necessary paperwork to provide acceptance of credit card charges for fuel. Manager shall have no signing authority over the main operating account. Owner and Manager may agree to open a separate petty cash account over which Manager will have signing authority along with Owner. Upon agreement for a petty cash account, Manager shall provide Owner an accounting of expenses paid including receipts, in order to obtain additional funds for the account. Owner shall provide Manager with electronic access on a READ ONLY basis to the Owner's Marina Operating account for purposes of business inquiries to credit card deposits, electronic fuel payments, deposits and payments.

B. Payment of Expenses: Manager shall, except for payments out of an agreed petty cash account and the Management Costs listed on to be paid by Manager, provide invoices to Owner's designated employee for payment. Owner and Manager shall make arrangements with Manager's fuel supplier for electronic payments, payment terms or other appropriate arrangements to facilitate the delivery of fuel as necessary.

C. Payment to Owner: Owner shall have full control of all funds from the operations of the fuel dock/marina except for the convenience items as stated in Section Two, E. Owner may disburse funds to itself as it deems appropriate.

SECTION FIVE. MANAGER NOT TO PLEDGE OWNER'S CREDIT

Manager shall not pledge the credit of Owner nor shall Manager in the name of, or on behalf of, Owner borrow any money or execute any promissory note, bill of exchange or other obligation.

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SECTION SIX. REIMBURSEMENT FOR EXPENSES

Everything done by Manager in the proper performance of its obligations and all permitted expenses incurred by it under this agreement shall be for and on behalf of Owner and for Owner's account. Manager shall be reimbursed for any proper expenses upon presentation of a receipt and approval of the same by Owner.

SECTION SEVEN. INSURANCE

A. Owner's Insurance: Owner, at its expense, will obtain and keep in force adequate insurance against physical damage, that is, fire with extended coverage endorsement, boiler and machinery, etc., and against liability for loss, damage or injury to property or persons which might arise out of the occupancy or ownership of the fuel dock/marina. Manager will be covered as an insured in all liability insurance maintained with respect to the management, operations or maintenance of the fuel dock/marina. Owner shall save Manager harmless from any liability on account of loss, damage or injury actually insured against by Owner provided Manager:

1. Notifies Owner and the insurance carrier within 24 hours after Manager receives notice of any such loss, damage or injury;

2. Takes no action (such as admission of liability) that might bar Owner from obtaining any protection afforded by any policy Owner may hold or which might prejudice Owner in its defense to a claim based on such loss, damage or injury;

3. Agrees that Owner shall have the exclusive right, at its option, to conduct the defense to any claim, demand or suit within limits prescribed by the policy or policies of insurance; and

4. Has not acted negligently and any liability results from such negligence.

Nothing here shall be construed as indemnifying Manager or its employees, contractors or agents against any act or omission for which insurance protection is not available; neither is the preceding intended to affect the general requirement of this agreement that the fuel dock/marina shall be managed, operated and maintained in a safe condition and in a proper and careful manner. Manager shall furnish Owner requests for the purpose of establishing the placement of insurance coverages and shall aid and cooperate in every reasonable way with respect to such insurance and any loss under it. Owner shall include in its hazard policy covering the fuel dock/marina, Owner's personal property, fixtures and equipment located on it.

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B. Workers Compensation: Manager must furnish a certificate evidencing workers' compensation and crime insurance in a form acceptable to Owner. Crime insurance shall be for an amount not less than $1,000.00 per occurrence. The certificate shall have attached an endorsement that Owner will be given at least ten [10] days' prior written notice of cancellation of or any material change in the policy.

C. Marina Operators Legal Liability including Comprehensive General Liability of at least $1,000,000.00 combined single limit per occurrence, with minimum $2,000,000 Aggregate Limit, including Pollution coverage, Hired and Non Owned Auto Liability, and Liquor Legal Liability if licensed to sell beer, and including Additional Insured status by endorsement in favor of Owners in respect to maintenance and operations of the fuel dock/marina. A copy of the policy shall be furnished to Owner. An Umbrella/Excess Liability policy shall be provided at a minimum of $3,000,000 occurrence/aggregate, and a copy of the policy furnished to Owner. Crime insurance shall be for an amount not less than $25,000.00 per occurrence. The certificate shall have attached an endorsement that Owner will be given at least ten [10] days' prior written notice of cancellation of or any material change in the policy.

D. Additional Insurance: Manager shall be responsible for any insurance Manager deems appropriate for insuring the convenience items and any equipment Manager places in the fuel dock/marina. Manager shall carry such other insurance as reasonably required by Owner.

E. Contractor Insurance: Manager shall require that all contractors or subcontractors brought onto the fuel dock/marina have insurance coverage at the contractor's or subcontractor's expense, in the following minimum amounts:

1. Worker's compensation in the statutory amount.

2. Comprehensive general liability of at least $1,000,000.00, combined single limit.

Manager must obtain Owner's permission to waive any of the above requirements. Higher amounts may be required if the work to be performed is sufficiently hazardous. Manager shall obtain and keep on file a certificate of insurance, which shows that the subcontractor is so insured. Owner shall be named as an additional insured on the certificate.

SECTION EIGHT. TERM OF AGREEMENT

The original three (3) year term shall commence on the date last signed by a party hereto and end on September 30, 2015. At the termination of the original term,

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the Agreement may be renewed for two additional three (3) year terms at the mutual agreement of both parties.

A. Either party to this agreement may terminate this agreement with or without cause by giving sixty [60] days' prior notice in writing to the other party.

B. Upon termination of this agreement all sums due to either party shall become immediately due and payable.

C. In addition to other termination rights provided in this agreement, this agreement shall terminate automatically and immediately upon sale of the fuel dock/marina by Owner or upon termination of Owner's right to sell fuel at the fuel dock/marina. Owner agrees to give Manager prior notice of sale.

D. Owner may terminate this agreement for failure to meet accounting deadlines by Manager. Should Manager not meet the reporting deadlines more than twice in succession or more than four times during the term of this agreement, Owner shall have the right to either terminate this agreement or to put Manager on notice of probation. Should Owner put Manager on notice of probation, Owner may terminate Manager without notice for any succeeding violation of reporting requirements.

E. Owner may terminate this agreement, without notice, should Manager not meet all regulatory guidelines and requirements for the storage and dispensing of fuel or allow any hazardous conditions to exist regarding the storage and dispensing of fuel.

SECTION NINE. COMPENSATION OF MANAGER

Manager shall be paid an annual management fee of $158,000.00 ($ 13,166.67). Manager shall be paid 1/12 of the annual management fee per month due on the first day of the month following the month of service and past due on the fifteenth day of the month.

SECTION TEN. INDEMNIFICATION

Manager shall not be liable to Owner or to any other person for any obligation of Owner or any contractual obligation that arises in the course of the business of the fuel dock/marina and Owner shall indemnify and hold Manager harmless for any such obligation. With respect to any act or omission of any agent or employee of Owner, Owner shall indemnify Manager and hold it harmless from all liability, loss, damage, cost or expense by reason of any such act or omission. In no event shall Owner make

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any claims against Manager on account of any alleged errors of judgment made in good faith in determining the operating policies of the fuel dock/marina.

SECTION ELEVEN. SALE OF FUEL DOCK/MARINA

If Owner executes a listing agreement with a broker for sale of the fuel dock/marina, Manager shall cooperate with such broker to the end that the respective activities of Manager and broker may be carried on without friction. Manager will permit the broker to exhibit the fuel dock/marina during reasonable business hours provided the broker has secured Manager's permission in advance. Sale of the fuel dock/marina by Owner is important. Manager agrees that failure on its part to extend cooperation to a broker desiring to show the fuel dock/marina is a material default on its part under this agreement and is grounds for immediate termination of this agreement.

SECTION TWELVE. NOTICES

Any notice, statement or demand required or permitted by this agreement to be given by Manager to Owner shall be in writing, and shall be sent by registered or certified mail to Owner at 710 North Federal Highway, Boynton Beach, FL 33435, or at such other address as Owner may from time to time designate to Manager in writing. Any notice required or permitted by this agreement to be given by Owner to Manager shall be in writing and shall be sent by registered or certified mail to Manager at 2356 Morgans Bluff, West Palm Beach FL 33411, or such other address as Manager may, from time to time, designate to Owner in writing. Any such notice shall be deemed given as of the date of its receipt at the address to which such notice is so directed regardless of any other date that may appear there.

SECTION THIRTEEN. ASSIGNABILITY

Subject to at least 30 days' prior written notice to and approval by Owner, Manager may assign its respective rights, interests and obligations under this agreement to any subsidiary, to any corporation with which it merges or is consolidated, or to which it sells the majority of its assets. No other assignment of this agreement or the rights under it by Manager shall be permitted.

Owner shall have the right to assign this agreement to any purchaser, lessee or other transferee of substantially all of the assets comprising the fuel dock/marina, provided such purchaser, lessee or transferee expressly assumes by a writing delivered to Manager all of the obligations of Owner under this agreement.

SECTION FOURTEEN. COMPETITIVE BIDDING

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All contracts for repairs, capital improvements, goods and services exceeding $1,000.00 shall be awarded on the basis of competitive bidding, solicited in the following manner:

A. A minimum of three written bids shall be obtained for each such purchase.

B. Each bid will be solicited in a form prescribed by Owner so that uniformity will exist in the bid quotes.

C. Unless otherwise directed by Owner, Manager may accept a low bid without prior approval from Owner if the expenditure is for a budget-approved item and will not result in an excess of the annual budgeted accounting category of the applicable approved operating or capital budget; provided, however, that if Manager advises acceptance by Owner of other than the lowest bidder, Manager shall adequately support, in writing, any such recommendation to Owner.

D. Owner shall be free to accept or reject any and all bids.

E. Manager may request that Owner waive the competitive bidding rules on a case-by-case basis.

SECTION FIFTEEN. FINAL ACCOUNTING

Upon termination of this agreement for any reason, Manager shall promptly deliver to Owner the following with respect to the fuel dock/marina:

A. A final accounting, reflecting the balance of income and expenses of the fuel dock/marina, as of the date of termination or withdrawal, to be delivered within thirty [30] days after such termination or withdrawal;

B. Any balance of monies of Owner or tenant security deposits, or both, held by Manager with respect to the fuel dock/marina, to be delivered immediately upon termination or withdrawal;

C. All records, contacts, bookings, leases, reservation books, receipts for deposits, unpaid bills and other papers or documents which pertain to the fuel dock/marina, to be delivered immediately upon such termination or withdrawal; and

D. A complete inventory of the assets of Owner, including, but not limited to, personal property, equipment, inventory and consumables.

SECTION SIXTEEN. INDEMNIFICATION BY MANAGER

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Manager shall indemnify, defend and hold Owner harmless from any and all uninsured claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees and court costs, sustained or incurred by or asserted against Owner by reason of or arising out of Manager's (or its employees' or agents') negligence in performing or failing to perform the duties and obligations required by this agreement to be performed by it. Notwithstanding the preceding, to the extent that Owner is not fully covered by insurance, Manager shall, to the extent set forth below, indemnify Owner and hold it harmless from any damages, fines, penalties, liability, cost, claim or expense, including attorneys' fees, arising out of or in connection with the operation of the fuel dock/marina or Manager's operations other than at the fuel dock/marina. The costs of indemnity shall be borne as follows:

A. If the damage, liability, cost, claim or expense is attributable to (1) Manager's acts which are negligent, or (2) Manager's breach of this agreement, the cost of indemnification shall be borne solely by Manager; and

B. If the damage, liability, cost, claim or expense is attributable to any other reason or cause, the cost of indemnification shall be reimbursed by Owner to Manager within thirty [30] days following receipt by Owner from Manager of proof of the payment by Manager of the cost and shall to the extent possible be charged against the operating accounts of the fuel dock/marina.

SECTION SEVENTEEN. ENFORCEABILITY

If any provision of this agreement or the application of any provision to any person or circumstances is held invalid or unenforceable, the remainder of the agreement and the application of the provision to other persons or circumstances shall remain valid and enforceable.

SECTION EIGHTEEN. WAIVER OF PROVISIONS

None of the conditions or provisions of this agreement shall be held to have been waived by any act of knowledge of Manager, its agents or employees, but only by an instrument in writing, signed by an officer of Manager.

SECTION NINETEEN. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties relative to the subject matter of the agreement, notwithstanding any oral statements to the contrary, and this agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement cannot be changed or

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terminated orally, but only by writing signed by the party against whom such change or termination is asserted.

SECTION TWENTY. BURDENS AND BENEFITS

This agreement shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of Manager, Owner and any future Owner or lessee of the fuel dock/marina.

SECTION TWENTY-ONE. GOVERNING LAW

This agreement shall be interpreted under and governed by the laws of the state of Florida.

SECTION TWENTY-TWO. HEADINGS

All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this agreement.

SECTION TWENTY-THREE. REPRESENTATION

Manager represents and warrants that it is fully qualified and licensed, to the extent required by law, to manage real estate and fuel dock/marina and perform all obligations assumed by Manager under this agreement. Manager agrees to comply with all such laws now or afterwards in effect.

The parties to this agreement have signed the agreement as of the dates indicated below. This agreement may be signed in counterparts with each considered originals.

OWNER:
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
VIVIAN BROOKS, Executive Director

DATE: 9/13/12

_____
Initials

MANAGER:
WAYPOINT MARINE, INC.

By: _____
BRIAN F. SMITH, President

DATE: 9-13-12

_____
Initials

ADDENDUM NO. 1

BOYNTON HARBOR MARINA
FUEL DOCK AND SLIPS MANAGEMENT SERVICES AGREEMENT

This Addendum to the Fuel Dock and Slips Management Services Agreement ("Addendum") is made by and between Waypoint Marine, Inc., ("Manager") a corporation organized and existing under the laws of Florida, with its principal office located at 12649 67th Street North, West Palm Beach, FL 33412 and the Boynton Beach Community Redevelopment Agency ("Owner"), a municipal corporation located at 410 N. Federal Highway, Boynton Beach, Florida 33425 (collectively the "Parties").

WHEREAS, Owner owns a fuel dock and marina at 735 Casa Loma Boulevard, Boynton Beach, Florida (the "Fuel Dock and Marina"); and

WHEREAS, Owner is in need of a Fuel Dock and Slips Manager for the Fuel Dock and Marina to provide Management and Operation Services as described below; and

WHEREAS, Manager represents that it is qualified in the supervision, operation, and management of fuel docks and marinas, and that it has the knowledge and ability to provide the Management and Operation Services required by Owner; and

WHEREAS, the Parties are operating under the Boynton Harbor Marina Fuel Dock and Slips Management Services Agreement, signed in September of 2012 (the "2012 Agreement"), to which this Addendum is being made, and which has a 3-year term; and

WHEREAS, the 2012 Agreement provides that the parties may elect to renew the 2012 Contract for two additional three (3) year terms; and

WHEREAS, the Parties wish to renew the 2012 Agreement under substantially the same terms but with the revised language found in this Addendum;

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

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

2) **Superseding Agreement.** This Addendum shall **wholly** supersede the terms in the 2012 Agreement, and shall control.

3) **Appointment of Manager; Manager's Representation.** Owner hereby authorizes Manager to supervise and administer the Management and Operation Services on behalf of Owner as described in this Addendum. Owner agrees that Manager shall be the sole and exclusive

manager for the Fuel Dock and Marina. Owner may also authorize Manager, in writing, to manage any ancillary facilities or services under the terms and conditions of this Addendum.

Manager shall perform the Management and Operation Services described in this Addendum in an efficient and satisfactory manner. Manager shall act in a fiduciary capacity and shall at all times act in Owner's best interests. This fiduciary responsibility specifically includes the proper protection of and accounting for Owner's assets.

Manager represents and warrants that it is fully qualified and licensed, to the extent required by law, to manage real estate and the Fuel Dock and Marina, and to perform all obligations assumed by Manager under this Addendum. Manager agrees to comply with all such laws now or afterwards in effect.

4) **Management and Operation Services.** Manager shall perform the following services in connection with the supervision, administration, and management of the Fuel Dock and Marina ("Management and Operation Services") in accordance with the terms and conditions set forth in this Addendum:

A. **General Operation.** Manager agrees to properly, adequately, safely, and economically manage, operate, maintain, and account for the Fuel Dock and Marina in accordance with the terms of this Addendum. Management and Operation Services shall include, but not be limited to, managing, operating, and maintaining any buildings or structures located at the Fuel Dock and Marina; all aspects of fuel sales and purchases; maintaining the Fuel Docks and Marina in a safe, sanitary, and usable manner; and leasing and management of dockage slips to the extent required by any dockage slip lease agreements (or similar documents) and this Addendum. Manager will operate the Fuel Dock and Marina according to industry standards and in the same manner as is customary and usual in the operation of comparable facilities. Manager will operate the Fuel Dock and Marina on behalf of Owner and shall act at all times in Owner's best interest. So far as is economically and legally possible, Manager will use the same procedures, practices, management techniques and other rules of operation as those used by similar fuel docks and marinas, including other fuel docks and marinas managed by Manager (except where this Addendum specifically provides for a different procedure or practice).

B. **Manager's Personnel.** Manager represents that Manager has, or will secure at Manager's own expense, all necessary personnel required to perform the Management and Operation Services under this Addendum. All Management and Operation Services shall be performed by Manager, or under Manager's supervision, and all personnel engaged in performing the Management and Operation Services shall be fully qualified, and if required, licensed or permitted under federal, state, and local law to perform such Management and Operation Services. Manager warrants that all Management and Operation Services shall be performed by skilled and competent personnel in accordance with all applicable federal, state and local professional and technical standards.

Such personnel shall not be employees of, or have a contractual relationship with, Owner. Manager shall have full responsibility for all matters pertaining to employment, supervision, compensation, promotion, and discharge of personnel. Owner shall have no liability with respect to employment matters. Manager shall fully comply with all applicable laws and regulations that govern the employer-employee relationship, including but not limited to laws and regulations regarding worker's compensation, social security, taxes, unemployment insurance, hours of labor, wages, and working conditions. Manager represents that it is and will continue to be an equal opportunity employer and must advertise as such.

Notwithstanding any other provision to the contrary, Manager shall notify Owner at least five days prior to the proposed replacement of the Fuel Dock and Marina's general manager. The replacement of any general manager will be subject to the review and approval of Owner.

C. **Prices.** The establishment of all prices, price schedules, rates and rate schedules shall be subject to Owner's prior written approval.

D. **Income.** Manager shall use diligent efforts to collect all income of any type and nature which may become due from time to time for goods and services directly or indirectly related to sales, leases, rentals, or otherwise connected to the Fuel Dock and Marina. This income includes, but is not limited to, monies collected for the payment for slip rentals, utilities for slip rentals, fuel, and convenience items. Manager shall collect and identify any income due to Owner and deposit such income daily into the Operating Account as specified below. Manager shall not write off any income due without the prior written approval of Owner.

In the event that Manager determines it is necessary to retain legal counsel or a collection firm to collect any incomes, the Manager shall be required to obtain Owner's approval in writing for the selection and retention of such counsel or firm. All expenses incurred in retaining such counsel or firm shall be submitted to Owner for approval prior to payment.

E. **Repairs, Alteration, Maintenance, Decorations.** The Manager shall be responsible for such repairs, alterations, maintenance, and decorations for the Fuel Dock and Marina as Manager may deem reasonable and necessary for the proper maintenance and operation of the Fuel Dock and Marina. Manager shall obtain prior written approval from Owner for all repairs, alterations, maintenance, and decorations for which the cost shall exceed $500.00. Owner shall be responsible for the payment of repairs, alterations, maintenance, and decorations so long as where required, Manager obtained prior written approval for such costs.

F. **Emergency.** In the event of an emergency, Manager may take all necessary actions, including the expenditure of funds, for the protection or safety of the Fuel Dock and Marina or the patrons or occupants thereof. Immediately following the conclusion of the emergency, Manager shall make a complete written report of

the emergency, along with the actions taken and the funds expended in response to the emergency, and provide a copy of such report to Owner.

G. **Convenience Items.** "Convenience items" shall mean items including, but not be limited to, ice, bait, snacks, fishing tackle and oil. Manager shall have the exclusive right sell convenience items at the Fuel Dock and Marina. Manger shall have the sole responsibility for the sale of convenience items and any activities related to such sales, except that Owner must approve a list of convenience items to be sold in writing prior to the sale of the convenience items. Manager shall be responsible procuring and paying for the convenience items to be sold. Manager shall collect the income for the sale of any convenience items and deposit all such income into the Operating Account. Owner shall withhold ten percent (10%) of the amount of gross sales, less any sales tax, as the fee for the right to sell convenience items, and remit any remaining funds from the sale of convenience items to Manager.

Unless otherwise directed by Owner, all concessions and licenses for the sale of convenience items shall be in Manager's name as Manager for the Fuel Dock and Marina, and not in the name of Owner.

H. **Service Agreements.** Manager shall negotiate service contracts and other contracts reasonably necessary, or desirable in the usual course of business, for the operation of the Fuel Dock and Marina, except that Manager shall not enter into any contract for cleaning, maintaining, repairing or servicing of the Fuel Dock and Marina, or any of the constituent parts, that requires annual payments in excess of $250.00 without the prior written consent of Owner. As a condition to obtaining that consent, Manager shall supply Owner with a copy of any such proposed contract and shall declare to Owner any relationship between Manager (or any person or entity related to or in control of Manager) and the party proposed to supply the goods or services. All service contracts shall: (a) be in the name of Manager, (b) be assignable, at Owner's option, to Owner or Owner's nominee, (c) include a provision for cancellation by Owner or Manager upon not less than thirty (30) days' written notice, and (d) require that all contractors provide evidence of sufficient insurance. If this Addendum is terminated for any reason, Manager shall, at Owner's option, assign to Owner or Owner's nominee all service agreements pertaining to the Fuel Dock and Marina.

I. **Inventory, Supplies and Equipment.** During Owner's annual budget process, Owner shall approve the overall operating and maintenance budget for the Fuel Dock and Marina. Owner shall purchase all inventories, provisions, supplies and equipment as Manager may deem reasonably necessary in order to properly maintain and operate the Fuel Dock and Marina, except as otherwise described in this Addendum.

J. **Advertising.** At the request of Owner, Manager shall prepare advertising plans and promotional materials to be used for rentals and sales related to the Fuel Dock and Marina. Such plans or materials shall only be used if approved in advance in

writing by Owner and in conformity with that approval. Manager shall not use Owner's name in any advertising or promotional materials without Owner's prior written approval in each instance. Advertising and promotional materials shall be prepared in full compliance with federal, state and local laws, ordinances, regulations and orders, including fair housing laws.

K. **Compliance with Laws in Relation to Management and Operation Services.** Manager shall be responsible for full compliance with federal, state and municipal laws, ordinances, regulations and orders relating to the renting, use, operation, repair, and maintenance of the Fuel Dock and Marina. Manager shall be responsible for full compliance with the rules, regulations or orders of the local board of fire underwriters or other similar body. In particular, Manager shall be responsible for full compliance with all laws, rules and regulations relating to the storage and sale of hazardous materials as hereinafter further provided. Manager shall promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention.

Expenses incurred in remedying violations may only be paid by the Owner, unless the expenses are the result of the negligence or other wrongful act or omission of Manager. If the violation is one for which Owner or other title holder might be subject to penalty, Manager shall notify Owner as soon as possible and shall fully cooperate with Owner to promptly remedy the violation. Any and all costs, fines and penalties payable as a result of the violation accruing between the date of Manager's first receiving actual notice of the violation and the date Manager gives notice to Owner shall be borne by Manager.

L. **Hurricane and Extreme Weather Preparedness.** Manager shall be responsible for developing a hurricane and extreme weather preparedness plan for the Fuel Dock and Marina that will be implemented in the event of a hurricane, flooding, or other extreme weather event. The hurricane and extreme weather plan should be consistent with actions typical and customary to fuel dock and marina industry standards. The hurricane and extreme weather preparedness plan must be approved by the Owner in writing.

M. **Taxes; Mortgages.** Upon request by Owner, Manager shall obtain and verify bills for real estate and personal property taxes, improvement assessments, and other similar charges that are or may become liens against the Fuel Dock and Marina. Manager may, using its best judgement, make a recommendation to Owner as to whether to pay or appeal such bills. Owner shall make the final determination as to whether to pay or appeal such bills. Manager shall provide the bills to Owner for payment by Owner in sufficient time for Owner to timely pay bills, avoid penalties for late payment, or permit Owner to take advantage of any discounts. Manager shall not make any payments towards any lease, mortgage, deed of trust, or other security instrument affecting the Fuel Dock and Marina.

N. **No Leasing.** Manager shall not lease any space or portion of the Fuel Dock and Marina without the prior written consent of Owner.

O. **General.** Subject to the terms and conditions of this Addendum, Manager shall perform all acts reasonably necessary for performing the Management and Operation Services for the Fuel Dock and Marina in an efficient and proper manner and in accordance with industry standards and any standards and policies established or to be established by Manager for the operation of a first-class fuel dock and marina.

P. **Open Daily.** Manager understands that it is responsible for Management and Operation Services seven days a week for the term of this agreement, except for in emergency situations, hurricanes, etc.

5) **Accounts and Records.** Accounting and internal auditing systems shall be administered as follows:

A. **Inspection.** All books, accounts and records maintained onsite for the operation of the Fuel Dock and Marina, including all accounts in the name of the Manager, shall be open at all reasonable hours for inspection and audit by Owner or any auditor or accountant selected by Owner for that purpose. In all cases, proper identification must be given to the general manager in charge of the Fuel Dock and Marina before the general manager shall be required to allow inspection. Within six (6) months after the close of each fiscal year of Owner, independent auditors, satisfactory to Owner, shall audit the books and accounts, including all accounts used by Manager. Owner shall be responsible for the payment of expenses associated with such audit. A copy of the audit shall be furnished to each of the Parties to this Addendum immediately upon completion. If the audit results in any recommendations or reveals the necessity for any corrective actions, the Parties must take such corrective actions or implement such recommendations within 30 calendar days.

B. **Owner's Books of Accounts:** Manager, in the conduct of its responsibilities to Owner, shall assist Owner in maintaining adequate and separate books and records for the Fuel Dock and Marina. Manger shall maintain all books and records in such format and manner as Owner may require from time to time. Manager shall ensure control over accounting and financial transactions as reasonably required to protect Owner's assets from theft, error, or fraudulent activity on the part of Manager's employees or other agents. Losses arising from those instances are to be borne by Manager and shall include but not be limited to:

i. Theft of assets by Manager's employees or other agents;

ii. Penalties, interest, or loss of vendor discounts due to delay in payment of invoices, bills or other similar charges;

iii. Overpayment, nonpayment, or duplicate payment of invoices or fuel sales by cash or credit card arising from either fraud or error;

iv. Overpayment of labor costs arising from either fraud or error;

v. A sum equal to the value of any form of payment from purveyors to Manager's employees or affiliates arising from the purchase of goods or services for the Fuel Dock and Marina; and

vi. Unauthorized use of facilities by Manager's employees or associates.

C. **Manager's Books of Accounts:** Manager, in the conduct of its responsibilities to Owner, shall maintain adequate and separate books and records for the Management Costs for which Manager is responsible for payment. Manger shall maintain all books and records in such format and manner as Owner may require from time to time. All such books and records shall be maintained on site or at a location agreed to by Owner. Manager shall ensure control over accounting and financial transactions as reasonably required to protect Owner's assets from theft, error, or fraudulent activity on the part of Manager's employees or other agents. Losses arising from those instances are to be borne by Manager.

D. **Financial and Accounting Reports:** Manager shall provide to Owner, on a monthly basis or as often as Owner requests, a report ("Monthly Report") of profits, losses, of all transactions occurring from the first day of the prior month to the last day of the prior month ("Accounting Period"). The format and substance of the Monthly Report may be altered as specified by the Owner from time to time. Unless otherwise specified by Owner, these Monthly Reports are to be received by Owner no later than five (5) calendar days after the end of the Accounting Period and must show all fuel sales, taxes collected for fuel sales, fuel purchases, store sales, convenience item sales, collections, monthly delinquencies, uncollectible items, and other financial matters pertaining to the management, operation, leasing, and maintenance of the Fuel Dock and Marina during the Accounting Period. Convenience items shall account for the purchase and sale of convenience items with the same specificity as it accounts for other financial matters. The Monthly Reports shall contain a comparison of monthly and year-to-date actual income and expenses with the approved budgets for the Fuel Dock and Marina. Additionally, Manager shall provide Owner (1) a daily report including all transactions; and (2) a weekly report of fuel purchases, taxes collected for fuel sales, sales of Manager's goods, and inventory. The fuel report shall be for the days of Monday through Sunday and shall be due on the Wednesday immediately following the reporting week. Manager shall also provide Owner with a copy of the monthly sales tax paid on Manager's goods and inventory to the Florida Department of Revenue.

6) **Disposition of Funds from Fuel Dock and Marina Operations.** Funds received in the management and operation of the Fuel Dock and Marina or from Owner that come into Manager's possession shall be received, handled, and disposed of as follows:

A. **Owner's Operating Accounts.** All funds received by Manager resulting from the management and operation of the Fuel Dock and Marina, including any

working capital furnished by Owner, shall be funds of Owner and shall be deposited by Manager in the account at the banking institution or institutions selected by Owner in the name of Owner ("Operating Account"). All such funds shall be deposited daily. Daily deposit of funds shall either be made by Manager or Owner, as Owner shall specify to Manager from time to time. Manager shall make arrangements and Owner shall sign all necessary paperwork to enable Manager to accept of credit card charges for fuel purchases at the Fuel Dock and Marina. Manager shall have no signing authority over the Operating Account. Owner shall provide Manager with electronic access on a READ ONLY basis to the Operating Account and Point of Sale system for purposes of business inquiries to credit card deposits, electronic fuel payments, and other deposits and payments.

B. **Payment of Expenses.** Owner shall be responsible for the payment of expenses necessary for the proper performance of the Management and Operation Services and the management and operation of the Fuel Dock and Marina, including but not limited to payment for repairs, maintenance, janitorial supplies, equipment, signage, and similar expenses. Manager shall provide invoices to Owner's designee for payment. Owner and Manger shall make arrangements with Manager's fuel supplier for electronic payments, payment terms, and other appropriate arrangements to facilitate the delivery of fuel as necessary.

This paragraph shall not be construed so as to require to Owner to be responsible for payment of Management Costs, which shall include, but not be limited to, expenses related to Manager's employees, Manager's vehicles, Manager's insurance, Manager's overhead, or other costs associated with Manager's corporate affairs.

C. **Payment to Owner.** Owner shall have full control of the Operating Account and all funds from the operations of the Fuel Dock and Marina. Owner may disburse funds to itself as it deems appropriate.

7) **Manager Not to Pledge Owner's Credit.** Manger shall not pledge the credit Owner, nor shall Manager in the name of or on behalf of Owner borrow any money or execute any promissory note, bill of exchange, or otherwise bind or obligate Owner.

8) **Insurance.** Compliance with this paragraph is a material provision of this Addendum.

A. **Owner's Insurance:** Owner, at Owner's expense, will obtain and keep in force adequate insurance against physical damage (such as fire with extended coverage endorsement, boiler and machinery, and similar physical damage) and against liability for loss, damage or injury to property or persons which might arise out of the occupancy or ownership of the Fuel Dock and Marina. Manager will be covered as an insured in all liability insurance maintained with respect to the management, operations or maintenance of the Fuel Dock and Marina. Owner shall save and hold Manager harmless from any liability on account of loss, damage or injury actually insured against by Owner so long as Manager:

i. Notifies Owner and the insurance carrier within 24 hours after Manager receives notice of any such loss, damage or injury;

ii. Takes no action (such as admission of liability) that might reduce or prevent Owner from obtaining any protection afforded by any policy Owner may hold or which might prejudice Owner in its defense to a claim based on such loss, damage or injury;

iii. Agrees that Owner shall have the exclusive right, at its option, to conduct the defense to any claim, demand or suit within limits prescribed by the policy or policies of insurance; and

iv. Has not acted negligently or wrongfully in connection with the loss, damage, or injury.

Nothing here shall be construed as indemnifying Manager or its employees, contractors or agents against any act or omission for which insurance protection is not available; neither is the preceding intended to affect the general requirement of this agreement that the Fuel Dock and Marina shall be managed, operated and maintained in a safe condition and in a proper and careful manner. Manager shall fully cooperate with Owner and any insurance company in obtaining and maintain insurance coverage and shall aid and cooperate in every reasonable way with respect to defending any claims against any insurance policy. Owner shall include in its hazard policy covering the Fuel Dock and Marina, Owner's personal property, fixtures and equipment located on it.

B. **Workers Compensation:** Manager must furnish a certificate evidencing workers' compensation and crime insurance in a form acceptable to Owner. Crime insurance shall be for an amount not less than $1,000.00 per occurrence. The certificate shall have attached an endorsement that Owner will be given at least ten (10) days' prior written notice of cancellation of or any material change in the policy.

C. **Insurance:** Manager must obtain and maintain Marine General Liabilities and Marina Operators Liability and Protection and Indemnity Insurance including Comprehensive General Liability of at least $1,000,000.00 combined single limit per occurrence, with minimum $2,000,000 Aggregate Limit, including Pollution coverage, Hired and Non Owned Auto Liability, and Liquor Legal Liability if licensed to sell beer, and including Additional Insured status by endorsement in favor of Owners in respect to maintenance and operations of the Fuel Dock and Marina. A copy of the policy shall be furnished to Owner. An Umbrella/Excess Liability policy shall be provided at a minimum of $3,000,000 occurrence/aggregate, and a copy of the policy furnished to Owner. Crime insurance shall be for an amount not less than $25,000.00 per occurrence. The certificate shall have attached an endorsement that Owner will be given at least ten (10) days' prior written notice of cancellation of or any material change in the policy.

D. **Additional Insurance:** Manager shall be responsible for any insurance Manager deems appropriate for insuring the convenience items and any equipment Manager places in the Fuel Dock and Marina. Manager shall carry such other insurance as reasonably required by Owner.

E. **Contractor Insurance:** Manager shall require all contractors or subcontractors that perform work connected to the Fuel Dock and Marina to have insurance coverage at the contractor's or subcontractor's expense, in the following minimum amounts:

i. Worker's compensation in the statutory amount; and

ii. Comprehensive general liability of at least **$1,000,000.00,** combined single limit.

Manager must obtain Owner's permission to waive any of the above requirements. Owner or Manager may require contractors or subcontractors to obtain insurance in higher amounts if Owner or Manager determines that the work to be performed is sufficiently hazardous. Manager shall obtain and keep on file a certificate of insurance, which shows that the subcontractor is so insured. Owner shall be named as an additional insured on the certificate.

9) **Addendum Term; Effective Date and Termination.** This Addendum shall be effective for a period of three (3) years ("Addendum Term") which shall commence October 1, 2015 ("Effective Date") and shall terminate 3 years after the Effective Date ("Expiration Date"). The parties expressly agree that this Addendum shall be retroactive and shall become effective on the Effective Date regardless of when the last of the Parties has signed this Agreement. At the Expiration Date, the Parties may mutually agree renew this Addendum for one additional three (3) year term.

A. Either Party may terminate this Addendum with or without cause by giving the other Party written notice sixty (60) days prior to the date the Addendum shall be terminated.

B. Upon termination of this Addendum, **all** sums due to either party **shall** become immediately due and payable.

C. In addition to other termination rights provided in this Addendum, this Addendum shall terminate automatically and immediately upon sale of the Fuel Dock and Marina by Owner or upon termination of Owner's right to sell fuel at the Fuel Dock and Marina. Owner agrees to give Manager prior notice of any sale of the Fuel Dock and Marina, or any portion thereof.

D. Owner may terminate this agreement for Manager's failure to timely provide the Monthly Reports. If Manager fails to timely provide the Monthly Reports more than twice in succession or more than four times during the Addendum Term, Owner shall have the right to either terminate this agreement or to put Manager on

notice of probation. If Owner puts Manager on notice of probation, Owner may terminate Manager without notice for any further failure to timely provide the Monthly Reports.

E. Owner may terminate this agreement, without notice, if Manager fails to comply with all regulatory guidelines and requirements for the storage and dispensing of fuel, or if Manager allows any hazardous conditions to exist regarding the storage and dispensing of fuel.

10) **Default.** The failure of either Party to comply with the material provisions set forth in this Addendum shall constitute a default and breach of this Addendum. If the defaulting or breaching Party fails to cure the default within seven (7) days written notice from the other Party, the Party not in breach or default may terminate this Addendum.

11) **Waiver.** Owner shall not be responsible for any property damages or personal injury sustained by Manager, Manager's employees, or Manager's agents from any cause whatsoever related to the Management and Operation Services or this Addendum, whether such damage or injury occurs before, during, or after the performance of Management and Operation Services. Manager hereby forever waives, discharges, and releases Owner, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by Manger. **This waiver, discharge, and release specifically include negligence by Owner, its agents, or its employees, to the fullest extent the law allows.**

12) **Compensation of Manager.** Owner shall pay the Manager an annual management fee in the following amounts:

For Fiscal Year 2015-16, which shall run from October 1, 2015 – September 30, 2016: $171,435.00

For Fiscal Year 2016-17, which shall run from October 1, 2016 – September 30, 2017: $176,435.00

For Fiscal Year 2017-18, which shall run from October 1, 2017 – September 30, 2018: $181,435.00

Owner shall pay the Manager 1/12 of the annual management fee on the first day of each month for Management and Operation Services performed in the previous month. Payment shall be deemed late on the 15th day of the month, except that any payment owed for Management and Operation Services performed under the 2012 Agreement shall not be deemed late so long as such payment is received no later than October 30, 2015.

13) **Indemnification.** Owner shall indemnify, save, and hold harmless Owner, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from Owner, its agents, or its employees, by reason of any property 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 Manager's performance of the Management and Operation Services or the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Manger, Manager's agents, and Manager's employees. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of Owner as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Act to indemnify Owner for its own negligence, or intentional acts of Owner, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

14) **Sale of Fuel Dock and Marina.** If Owner executes a listing agreement with a broker for sale of the Fuel Dock and Marina, Manager shall cooperate with such broker to the extent that the broker's activities do not unreasonably interfere with Manager's performance of the Management and Operation Services. Manager will permit the broker and potential purchasers to access and exhibit the Fuel Dock and Marina during reasonable business hours so long as the broker has secured Manager's permission in advance. Manager's agreement to accommodate a broker and facilitate in the sale of the Fuel Dock and Marina is a material provision of this Addendum, and Manager agrees that failure on its part to extend cooperation to a broker desiring to show the Fuel Dock and Marina is a material default on its part under this Addendum and is grounds for immediate termination of this Addendum.

15) **Notices.** Any notice, statement or demand required or permitted by this Addendum to shall be in writing, and shall be sent by registered or certified mail to:

A. For Owner:

Boynton Beach Community Redevelopment Agency
c/o_____
710 North Federal Highway
Boynton Beach, FL 33435,

or at such other address as Owner may from time to time designate to Manager in writing.

B. For Manager:

Waypoint Marine, Inc.
c/o_____
12649 67th Street North
West Palm Beach, FL

or such other address as Manager may, from time to time, designate to Owner in writing.

Any such notice, statement or demand shall be deemed delivered as of the date of delivery identified on the registered or certified mail receipt.

16) **Assignability.** Subject to at least 30 days' prior written notice to and approval by Owner, Manager may assign its respective rights, interests and obligations under this Addendum to any subsidiary, to any corporation with which it merges or is consolidated, or to any

corporation to which it sells the majority of its assets. No other assignment of this agreement or the rights under it by Manager shall be permitted.

17) **Competitive Bidding.** Except as otherwise provided in this Addendum, Manager shall comply with the requirements and procedures outlines in the Boynton Beach Community Redevelopment Agency Procurement Policy, as it may exist from time to time, for the procurement of goods and services in connection with the Operation and Management Services of the Fuel Dock and Marina.

18) **Final Accounting.** Upon termination of this Addendum for any reason, Manager shall promptly deliver to Owner the following with respect to the Fuel Dock and Marina:

A. A final accounting, reflecting the balance of income and expenses of the Fuel Dock and Marina, as of the date of termination or withdrawal, to be delivered within thirty (30) days after such termination or withdrawal;

B. Any balance of monies of Owner or tenant security deposits, or both, held by Manager with respect to the Fuel Dock and Marina, to be delivered to Owner immediately upon termination;

C. All records, contacts, bookings, leases, reservation books, receipts for deposits, unpaid bills and other papers or documents which pertain to the Fuel Dock and Marina, to be delivered immediately upon such termination; and

D. A complete inventory of the assets of Owner, including, but not limited to, personal property, equipment, inventory and consumables.

19) **No Partnership.** Manager agrees that nothing contained in this Addendum shall be deemed or construed as creating a partnership, joint venture, or employee relationship between Owner and Manager, or Owner and Manager's employees and personnel. It is specifically understood that Manager is an independent contractor and that no employer/employee relationship is or shall be created nor shall exist by reason of this Addendum or the performance of the Management and Operation Services. Manager will exercise its own judgment in matters of safety for its employees and patrons or occupants of the Fuel Dock and Marina.

20) **Enforceability and Severability.** If any part of this Addendum shall be declared unlawful or invalid, or otherwise unenforceable, the remainder of the Addendum will continue to be binding upon the parties.

21) **No Discrimination.** Manager shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital statues, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Addendum.

22) **Waiver of Provisions.** Owner may, in its sole and absolute discretion, waive any condition, provision, or requirement of the Manager contained in this Addendum. However, Owner shall not be deemed to have waived any such requirement unless such waiver is evidenced in writing that expressly states that Owner intends to waive such condition, provision or

requirement. No waiver may be implied by the conduct of Owner, and no waiver shall be deemed to be a continuing wavier unless the continual nature of the waiver is evidenced in writing.

Manager shall not be deemed to have waived any of the conditions, provisions or requirements of Owner contained in this Addendum unless such waiver is evidenced in writing that expressly states that Manager intends to waive such a conditions, provisions or requirement.

23) **Entire Agreement.** This Addendum 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 Addendum and the terms of this Addendum supersede all such other agreements, specifically including the 2012 Agreement. No extraneous information may be used to alter the terms of this Addendum.

24) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Addendum 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.

25) **Addendum Deemed to be Drafted Jointly.** This Addendum 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 Addendum fairly and reasonably in accordance with the purpose of this Addendum.

26) **Independent Advice.** The Parties declare that the terms of this Addendum 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.

27) **Public Records.** Owner is a public agency subject to Chapter 119, Florida Statutes. Manager shall comply with Florida's Public Records Law. Specifically, Manager shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the Management and Operation Services referenced herein;

B. Provide the public with access to such public records on the same terms and conditions that Owner would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

Manager also understands that Owner may disclose any document in connection with performance of the Management and Operation Services or this Addendum, so long as the document is not exempt or confidential and exempt from public records requirements.

28) **Compliance with Laws.** In the performance of the Management and Operation Services under this Addendum, the Manager shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and Owner ordinances and regulations, including ethics and applicable procurement requirements.

29) **Counterparts and Transmission.** To facilitate execution, this Addendum 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.

30) **Survival.** The provisions of this Addendum regarding indemnity, waiver, insurance, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

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

By: _____ Date: 10-13-15

Authorized Representative for Manager

By: _____ Date: 10/13/15

Authorized Representative for Owner

ADDENDUM NO. 2

BOYNTON HARBOR MARINA
FUEL DOCK AND SLIPS MANAGEMENT SERVICES AGREEMENT

This Second Addendum to the Fuel Dock and Slips Management Services Agreement ("Second Addendum") is made by and between **Waypoint Marine, Inc., ("Manager")** a corporation organized and existing under the laws of Florida, with its principal office located at 12649 67th Street North, West Palm Beach, FL 33412 and the **Boynton Beach Community Redevelopment Agency ("Owner")**, a municipal corporation located at 710 N. Federal Highway, Boynton Beach, Florida 33425 (collectively the "Parties").

WHEREAS, Owner owns a fuel dock and marina at 735 Casa Loma Boulevard, Boynton Beach, Florida (the "Fuel Dock and Marina"); and

WHEREAS, Owner is in need of a Fuel Dock and Slips Manager for the Fuel Dock and Marina to provide Management and Operation Services; and

WHEREAS, Manager represents that it is qualified in the supervision, operation, and management of fuel docks and marinas, and that it has the knowledge and ability to provide the Management and Operation Services required by Owner; and

WHEREAS, the Parties are operating under the Boynton Harbor Marina Fuel Dock and Slips Management Services Agreement, signed in September of 2012 (the "2012 Agreement"), which is hereby incorporated herein, as amended by Addendum No. 1 Boynton Harbor Marina Fuel Dock and Slips Management Service Agreement, signed October 2015 ("2015 Addendum"), which is hereby incorporated herein; and

WHEREAS, the 2012 Agreement provides that the parties may elect to renew the 2012 Agreement for two additional three (3) year terms, and the 2015 Addendum renewed the 2012 Agreement for the first of the two additional terms; and

WHEREAS, the Parties wish to renew the 2012 Agreement, as amended by the 2015 Addendum, under substantially the same terms but with the alterations, additional items, and clarifications found in this Second Addendum;

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

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

2) **Terminology.** The 2012 Agreement, as amended by the 2015 Addendum, shall be referred to as the Amended Agreement. The 2012 Agreement, as amended by the 2015 Addendum, and as further

amended by this Second Addendum, shall cumulatively be referred to as the Agreement. As used in the 2015 Addendum, the terms "this agreement," shall be understood to mean the Amended Agreement.

3) **Conflict.** In the event of a conflict between this Second Amendment and the Amended Agreement, this Second Agreement shall control.

4) **Amendment to Paragraph 8.** The subparagraphs below under Paragraph 8 of the 2015 Addendum shall be amended as follows:

B. **Workers Compensation:** Manager must furnish a certificate evidencing workers' compensation in a form acceptable to Owner. The certificate shall have attached an endorsement that Owner will be given at least ten (10) days' prior written notice of cancellation of or any material change in the policy.

C. **Insurance:** Manager must obtain and maintain Marine General Liabilities and Marina Operators Liability and Protection and Indemnity Insurance including Comprehensive General Liability of at least $1,000,000.00 combined single limit per occurrence, with minimum $2,000,000 Aggregate Limit, including Pollution coverage, and Liquor Legal Liability if licensed to sell beer. Manager shall provide an Umbrella/Excess Liability policy at a minimum of $3,000,000 occurrence/aggregate, and Auto Insurance with a minimum limit of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability that includes Owned Vehicle, Hired and Non-Owned Vehicle, and Employee Non-Ownership Coverage. All insurance must include an endorsement in favor of Owner granting Owner status as an Additional Insured. A copy of all policies shall be furnished to Owner. The certificates shall have attached an endorsement that Owner will be given at least ten (10) days' prior written notice of cancellation of or any material change in the policy.

5) **Amendment to Paragraph 9.** Paragraph 9 of the 2015 Addendum shall be amended as follows:

Term; Effective Date and Termination. This Agreement shall be effective for a period of three (3) years ("Term") which shall commence October 1, 2018 ("Effective Date") and shall terminate 3 years after the Effective Date ("Expiration Date"). The parties expressly agree that this Second Addendum shall be retroactive and shall become effective on the Effective Date regardless of when the last of the Parties has signed this Second Addendum.

Either Party may terminate this Agreement with or without cause by giving the other Party written notice sixty (60) days prior to the date the Agreement shall be terminated.

a. Upon termination of this Agreement, all sums due to either party shall become immediately due and payable.

b. In addition to other termination rights provided in this Agreement, this Agreement shall terminate automatically and immediately upon sale of the Fuel Dock and Marina by Owner or upon termination of Owner's right to sell fuel at the Fuel Dock and Marina. Owner agrees to give Manager prior notice of any sale of the Fuel Dock and Marina, or any portion thereof.

c. Owner may terminate this Agreement for Manager's failure to timely provide the Monthly Reports. If Manager fails to timely provide the Monthly Reports more than twice in succession or more than four times during the Term, Owner shall have the right to either terminate this Agreement or to put Manager on notice of probation. If Owner puts Manager on notice of probation, Owner may terminate Manager without notice for any further failure to timely provide the Monthly Reports.

d. Owner may terminate this Agreement, without notice, if Manager fails to comply with all regulatory guidelines and requirements for the storage and dispensing of fuel, or if Manager allows any hazardous conditions to exist regarding the storage and dispensing of fuel.

6) Replacement of Paragraph 12. Paragraph 12 of the 2015 Addendum shall be replaced in whole with the following:

12) Compensation of Manager. Owner shall pay Manager an annual management fee in the following amounts:

For Fiscal Year 2018-19, which shall run from October 1, 2018 through September 30, 2019: $186,878.05 ($15,573.17 monthly)

For Fiscal Year 2019-20, which shall run from October 1, 2019 through September 30, 2020: $192,484.39 ($16,040.37 monthly)

For Fiscal Year 2020-21, which shall run from October 1, 2020 through September 30, 2021: $198,258.92 ($16,521.58 monthly)

Owner shall pay the Manager 1/12 of the annual management fee on the first day of each month for Management and Operation Services performed in the previous month. Payment shall be deemed late on the 15th day of the month, except that any payment owed for Management and Operation Services performed under the 2015 Addendum shall not be deemed late so long as such payment is received no later than October 30, 2018.

7) Replacement of Paragraph 27. Paragraph 27 of the 2015 Addendum shall be replaced in whole with the following:

27) Public Records. Owner is a public agency subject to Chapter 119, Florida Statutes. Manager shall comply with Florida's Public Records Law. Specifically, Manager shall:

e. Keep and maintain public records required by the Owner to perform the Management and Operation Services.

f. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

g. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement, and following completion of the Agreement if the Manager does not transfer the records to the Owner.

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

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 710 North Federal Highway, Boynton Beach, FL 33435; or SimonM@bbfl.us.

Manager also understands that Owner may disclose any document in connection with performance of the Management and Operation Services or this Addendum, so long as the document is not exempt or confidential and exempt from public records requirements.

8) Replacement of Paragraph 15. Paragraph 27 of the 2015 Addendum shall be replaced in whole with the following:

15) Notices. Any notice, statement or demand required or permitted by this Agreement shall be in writing, and shall be sent by registered or certified mail to:

i. For Owner:

Boynton Beach Community Redevelopment Agency
c/o Michael Simon, Executive Director
710 North Federal Highway
Boynton Beach, FL 33435,

or at such other address as Owner may from time to time designate to Manager in writing.

j. For Manager:

Waypoint Marine, Inc.
c/o Brian Smith
12649 67th Street North
West Palm Beach, FL

or such other address as Manager may, from time to time, designate to Owner in writing.

Any such notice, statement or demand shall be deemed delivered as of the date of delivery identified on the registered or certified mail receipt.

9) Certification of Non-Scrutinized Company. Manager hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the Owner determines that this certification is falsified or contains false statements, or that Manager is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of this Second Addendum, Owner may terminate the Agreement.

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

By: _____ Date:_____

Print:_____

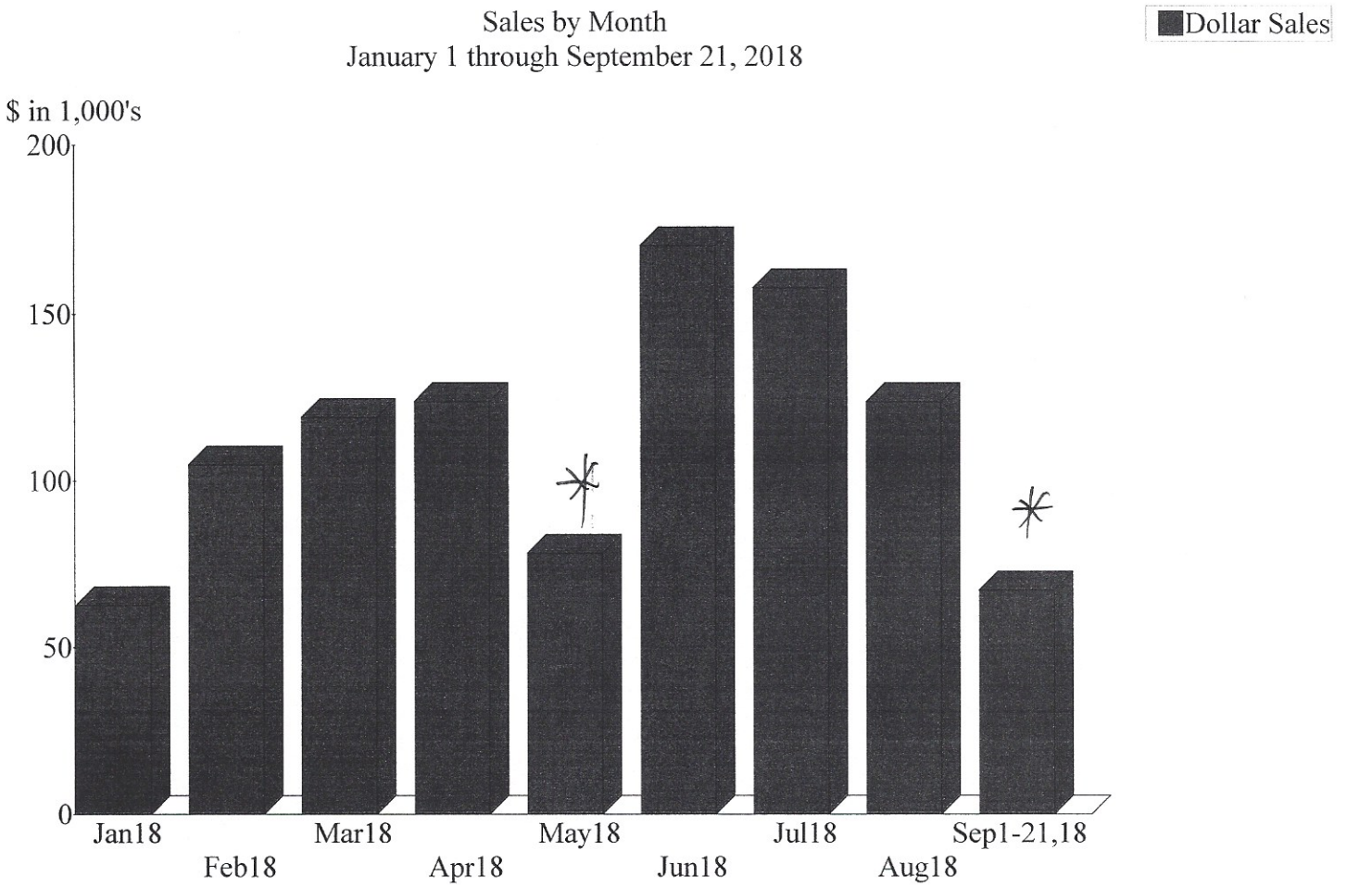
Authorized Representative for Manager

By: _____ Date:_____

Print:_____

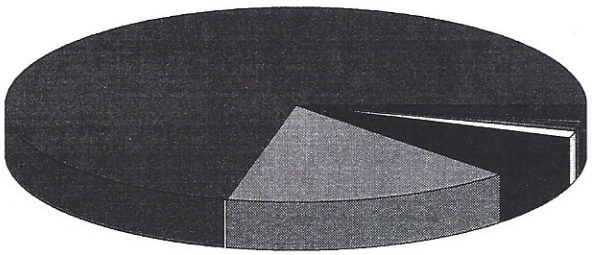
Authorized Representative for Owner

Sales by Month
January 1 through September 21, 2018



Sales Summary
January 1 through September 21, 2018

Fuel - Gasoline (0 Fuel - Gasoline)	71.15%
Fuel - Diesel (0 Fuel - Diesel)	16.31
BHM Dockage (Commercial Dockage at Boy	7.25
Slip Fee (Slip Fee)	1.12
0 Transient Slips (0 Transient Slip Dock	0.90
Tips (Gratuity)	0.77
Ice 20 (20lbs Bag of Ice)	0.43
Security Deposit	0.17
BAIT2 (0 Rigged Ballyhoo)	0.16
Water Usage (Water Usage)	0.10
Other	1.66
Total	$1,006,674.96



By Item

* * * * Z-OUT REPRINT * * * *

Boynton Harbor Marina
735 Casa Loma Blvd
Boynton Beach FL 33435
561-735-7955

User: Gordon Coiner
Station: 1
Shift: 1
Open Date: 03/25/2018
Close Date: 03/25/2018 18:19
Opening Cash: 200.00
Closing Cash: 1817.68

73 Sale Transactions

Open Time: 07:11:59

* * *	S A L E P A Y M E N	* * *
27	Cash	1919.15
0	Check	0.00
46	Credit/Debit Total	5392.75
10	->American Expre	1881.23
28	->Visa	2690.97
8	->MasterCard	820.55
	Change Total	301.47
73	Total	7010.43

* * *	B I L L P A Y M E	* * *
0	Cash	0.00
0	Check	0.00
0	Credit/Debit Total	0.00
	Total	0.00

* * *	C H A R G E S * * *	* * *
1	House Account Charge	102.97

* * *	S A L E I N F O * *	* * *
* * *	(Includes Charges)	* * *
2	20lbs Bag of Ice	11.32
1	Commercial Ice Disco	-1.89
1	1 Case 16.9 oz	16.00
1739.89	Pump:3 Fuel - Gasoli	6696.39
60.50	Pump:1 Fuel - Diesel	175.44
2	Angels Gate frozen s	8.00
1	Shrimp8oz	4.00
1	Rigged Ballyhoo	12.34
2	Coke12oz can	2.00
1	1512 . A UVA / UVB	9.50
1	1613 A Identity spo	9.50
2	PS Rainbow Sherb Pop	2.38
4	10lb Bag of Ice	11.32
1	GH Giant King Cone	2.99
2	Cookie Sandwich	3.78
1	Pringles Original po	0.75
1	Frito Lays Classic c	0.75
12	Gratuity	53.00
1	Goldfish	0.90
6	Cheez-it	5.70
10	zephyrhills 1 L	20.00
1	Gatorade fierce frui	2.25
1	Gatorade fierce oran	2.25
2	gatorade orange 20 o	4.40
1	Gatorade 20 oz Lemon	2.25
3	Zephyrhills Water	3.75
1	Reeses penut butter	1.35
2	Monster orange ultra	4.90
2	Jack Links Sweet & H	6.50
1	Monster zero	2.45
1	Monster raspberry te	2.69
2	weight 4 oz	4.00
2	weight 6 oz	6.00
2	Big Texas Cinnamon R	2.50
2	Now and Later mini	0.50
1	Kit Kat	1.35
1	Vanilla Frappuccino	2.25
3	GH Giant Vanilla San	6.00
1	Pringles chedder che	0.75
1	Pringles sour cream	0.75
	Subtotal	7101.06
	Tax	12.34
73	Total	7113.40

* * *	R E F U N D S * * *	* * *
0	Refunds	0.00

* * *	C A S H P A Y O U	* * *
0	Total	0.00

* * *	G R A N D T O T A L	* * *
* * *	(S a l e s)	* * *
27	Cash	1617.68
0	Check	0.00
46	Credit/Debit Total	5392.75
10	->American Expre	1881.23
28	->Visa	2690.97
8	->MasterCard	820.55
	Grand Total	7010.43

* * * * Z-OUT REPRINT * * * *

Boynton Harbor Marina
735 Casa Loma Blvd
Boynton Beach FL 33435
561-735-7955

User: Gordon Coiner
Station: 1
Shift: 1
Open Date: 04/29/2018
Close Date: 04/29/2018 17:01
Opening Cash: 200.00
Closing Cash: 1941.90

Sales Trans

Open Time: 07:00:15

* * *	S A L E P A Y M E N	* * *
56	Cash	2130.06
0	Check	0.00
43	Credit/Debit Total	8734.66
9	->American Expre	1920.39
26	->Visa	5416.17
7	->MasterCard	1318.01
1	->Discover	80.09
	Change Total	388.16
99	Total	10476.56

* * *	B I L L P A Y M E	* * *
0	Cash	0.00
0	Check	0.00
0	Credit/Debit Total	0.00
	Total	0.00

* * *	C H A R G E S * * *	* * *
0	House Account Charge	0.00

* * *	S A L E I N F O * *	* * *
* * *	(Includes Charges)	* * *
6	Angels Gate frozen s	24.00
2238.49	Pump:3 Fuel - Gasoli	8928.12
20	20lbs Bag of Ice	113.20
14	Gratuity	97.50
375.57	Pump:1 Fuel - Diesel	1138.96
2	Arnold Palmer Ice te	3.00
5	10lb Bag of Ice	14.15
2	red bull 12 oz	8.00
1	PS Rainbow Sherb Pop	1.19
1	Gatorade- fruit punc	2.25
10	Zephyrhills Water	12.50
2	Milky Way 1.84 oz.	1.90
1	Vanilla Frappuccino	2.25
3	Klondike oreo sandwi	8.25
1	Bait Knife	5.95
2	Monster zero	4.90
1	1 Case 16.9 oz	16.00
3	Pringles sour cream	2.25
1	Frito Lays Doritos	0.75
1	Toast Chese	0.75
1	Diet Coke12oz can	1.50
1	M&M peanut	1.35
1	Red Bull8.4oz cans	2.50
2	Mountian Dew12oz ca	3.00
1	Tropical fish mints	2.99
2	Commercial Ice Disco	-3.78
1	Gatorade frost glash	2.25
1	Frito Lays Chetos	0.75
1	IBC Rootbeer	1.50
1	Mini chips ahoy	0.75
3	M&M plain	4.05
1	Mentos mint	1.50
2	butter finger	2.40
1	Twix	1.35
1	Skittles sour	0.99
1	King cone small	1.89
1	Sparkling ice strawb	1.50
5	zephyrhills 1 L	10.00
2	Monster raspberry te	5.38
1	Skittles	1.35
2	Snicker Almond	2.70
1	Combos pizza pretzel	0.95
2	Cheez-it	1.90
2	KL Choco Taco	4.38
1	Jack Links Tender bi	3.45
1	Jack Links hic smo 1	3.45
1	Jack Links Sweet & H	3.25

1	Good humor chcolate	2.49
1	5 Wintermint gum	1.49
1	GH Giant King Cone	2.99

	Subtotal	10456.14
	Tax	20.42
98	Total	10476.56
* * *	R E F U N D S * * *	* * *
0	Refunds	0.00
* * *	C A S H P A Y O U	* * *
---	---	---
0	Total	0.00
* * *	G R A N D T O T A L	* * *
* * *	(S a l e s)	* * *
56	Cash	1741.90
0	Check	0.00
43	Credit/Debit Total	8734.66
9	->American Expre	1920.39
26	->Visa	5416.17
7	->MasterCard	1318.01
1	->Discover	80.09
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	Grand Total	10476.56

* * * * Z-OUT REPRINT * * * *

Boynton Harbor Marina
735 Casa Loma Blvd
Boynton Beach FL 33435
561-735-7955

User: Hunter Willis
Station: 1
Shift: 1
Open Date: 06/03/2018
Close Date: 06/03/2018 18:26
Opening Cash: 200.00
Closing Cash: 685.95

Sales Trans

Open Time: 06:25:54

* * *	S A L E P A Y M E N	* * *
23	Cash	551.56
0	Check	0.00
62	Credit/Debit Total	14266.32
14	->American Expre	3396.35
38	->Visa	8344.47
10	->MasterCard	2525.50
	Change Total	65.61
85	Total	14752.27

* * *	B I L L P A Y M E	* * *
0	Cash	0.00
0	Check	0.00
0	Credit/Debit Total	0.00
	Total	0.00

* * *	C H A R G E S * * *	* * *
0	House Account Charge	0.00

* * *	S A L E I N F O * *	* * *
* * *	(Includes Charges)	* * *
1	Cutter Baqckwoods sp	13.99
3140.10	Pump:4 Fuel - Gasoli	13147.47
17	Gratuity	113.00
10	20lbs Bag of Ice	56.60
2	Commercial Ice Disco	-3.78
1	Monster raspberry te	2.69
1	Banana Boat 50	14.50
1	Coke12oz can	1.50
371.56	Pump:1 Fuel - Diesel	1202.41
1	Quicksilver 2-Stroke	39.11
2	Angels Gate frozen s	8.00
1	0 Rigged Ballyhoo	12.34
1	1 Case 16.9 oz	16.00
6	Arnold Palmer Ice te	9.00
1	Peace Tea	2.50
2	M&M peanut	2.70
1	Diet Coke 2 liter	2.75
1	spellegrino sparklin	2.25
4	10lb Bag of Ice	11.32
2	Gatorade frost glash	4.50
2	Gatorade cascade cra	4.50
1	Monster Energy Red	2.45
2	Red Bull8.4oz cans	5.00
5	Zephyrhills Water	6.25
1	Nautilus 2 strok oil	7.79
1	0 Wellsley Farms Tra	2.50
1	Coke 2 Liter	2.75
1	0 ball caps	19.95
1	Monster Energy	2.45
1	GH Oreo Bar	2.00
1	Gatorade 20 oz Lemon	2.25
1	gatorade orange 20 o	2.20
1	Monster orange ultra	2.45
1	Captains cream chees	0.75
2	Dr. Pepper12oz can	3.00
1	Mrs. Field Cookie Sa	2.99
1	PS Rainbow Sherb Pop	1.19
1	red bull 12 oz	4.00
	Subtotal	14733.32
	Tax	18.95
83	Total	14752.27

* * *	R E F U N D S * * *	* * *
0	Refunds	0.00

* * *	C A S H P A Y O U	* * *

0	Total	0.00

* * *	G R A N D T O T A L	* * *
* * *	(S a l e s)	* * *
23	Cash	485.95
0	Check	0.00
62	Credit/Debit Total	14266.32
14	->American Expre	3396.35
38	->Visa	8344.47
10	->MasterCard	2525.50
	Grand Total	14752.27

* * * * Z-OUT REPRINT * * * *

Boynton Harbor Marina
735 Casa Loma Blvd
Boynton Beach FL 33435
561-735-7955

User: Jeff Rosenberg
Station: 1
Shift: 1
Open Date: 06/16/2018
Close Date: 06/16/2018 18:26
Opening Cash: 200.00
Closing Cash: 1545.28

Open Time: 06:46:18

* * *	S A L E P A Y M E N	* * *
37	Cash	1626.76
2	Check	546.19
44	Credit/Debit Total	9556.24
11	->American Expre	2497.22
27	->Visa	4934.01
5	->MasterCard	1999.95
1	->Discover	125.06
	Change Total	281.48
83	Total	11447.71

* * *	B I L L P A Y M E	* * *
0	Cash	0.00
0	Check	0.00
0	Credit/Debit Total	0.00
	Total	0.00

* * *	C H A R G E S * * *	* * *
0	House Account Charge	0.00

* * *	S A L E I N F O * *	* * *
* * *	(Includes Charges)	* * *
2229.82	Pump:4 Fuel - Gasoli	9351.42
12	20lbs Bag of Ice	67.92
4	Commercial Ice Disco	-7.56
20	Gratuity	114.20
2	Quicksilver 2-Stroke	78.22
2	red bull 12 oz	8.00
5	0 Rigged Ballyhoo	61.70
1	Fuel Water Seperatin	8.99
1	Angels Gate frozen s	4.00
1	Mountian Dew12oz ca	1.50
1	Solero strawberry ba	1.95
1	Pepsi12oz can	1.50
1	IBC Rootbeer	1.50
13	zephyrhills 1 L	26.00
1	Monster Energy Red	2.45
5	10lb Bag of Ice	14.15
509.62	Pump:1 Fuel - Diesel	1582.07
1	Bai pomegranate	1.99
1	spellegrino sparklin	2.25
3	Frito Lays Chetos	2.25
1	Frito Lays Classic c	0.75
1	Cheez-it	0.95
1	Cheez it duoz	0.95
3	Red Bull8.4oz cans	7.50
1	King cone small	1.89
1	bionic unriged bally	7.00
2	Gatorade- fruit punc	4.50
1	Gatorade cascade cra	2.25
3	Gatorade frost ripti	6.75
4	Klondike oreo sandwi	11.00
1	Neutrogena 55	9.00
1	Tropical fish mints	2.99
1	Pop sicle sponge bob	1.89
1	Mrs. Field Cookie Sa	2.99
1	Gatorade fierce oran	2.25
2	Kit Kat	2.70
1	Reeses penut butter	1.35
2	butter finger	2.40
1	Mentos chewy fruit m	0.89
1	M&M plain	1.35
1	Little Bites Cholate	0.95
1	Monster orange ultra	2.45
1	GH Oreo Bar	2.00
1	Nestle Crunch	1.59
2	Sarbucks espresso	5.20
1	Now and Later mini	0.25
1	Bai Brasilia	1.99

1	Captain Salty Sardin	10.00
1	Zephyrhills Water	1.25

	Subtotal	11421.53
	Tax	26.18
81	Total	11447.71

* * *	R E F U N D S * * *	* * *
0	Refunds	0.00

* * *	C A S H P A Y O U	* * *
---	---	---
0	Total	0.00

* * *	G R A N D T O T A L	* * *
* * *	(S a l e s)	* * *
37	Cash	1345.28
2	Check	546.19
44	Credit/Debit Total	9556.24
11	->American Expre	2497.22
27	->Visa	4934.01
5	->MasterCard	1999.95
1	->Discover	125.06
---	---	---
	Grand Total	11447.71

* * * * Z-OUT REPRINT * * * *

Boynton Harbor Marina
735 Casa Loma Blvd
Boynton Beach FL 33435
561-735-7955

User: Hunter Willis
Station: 1
Shift: 1
Open Date: 07/01/2018
Close Date: ~~07/01/2018~~ 17:19
Opening Cash: 200.00
Closing Cash: 1213.34

Open Time: 06:35:55

* * *	S A L E P A Y M E N	* * *
29	Cash	1184.47
0	Check	0.00
44	Credit/Debit Total	10770.94
7	->American Expre	2410.83
28	->Visa	7465.85
8	->MasterCard	730.00
1	->Discover	164.26
	Change Total	171.13
73	Total	11784.28

Sales Trans

* * *	B I L L P A Y M E	* * *
0	Cash	0.00
0	Check	0.00
0	Credit/Debit Total	0.00
	Total	0.00

* * *	C H A R G E S * * *	* * *
0	House Account Charge	0.00

* * *	S A L E I N F O * *	* * *
* * *	(Includes Charges)	* * *
1	Sarbucks espresso	2.60
1	Chum Bag Large or Sm	4.00
2695.79	Pump:3 Fuel - Gasoli	11301.46
1	Nesquik chocolate mi	1.50
8	20lbs Bag of Ice	45.28
3	Commercial Ice Disco	-5.67
14	Gratuity	142.00
1	0 ball caps	19.95
3	10lb Bag of Ice	8.49
1	Monster orange ultra	2.45
2	Monster Energy Ultra	4.90
1	Gatorade fierce oran	2.25
1	Mentos chewy fruit m	0.89
1	Monster Energy Red	2.45
1	Red Bull8.4oz cans	2.50
11	Zephyrhills Water	13.75
1	Tropical fish mints	2.99
1	YOOHOO	1.50
1	Dr. Pepper12oz can	1.50
1	Sunkise	1.25
3	Lays Barbecue	2.40
1	GH Strawberry Shortc	2.00
1	toasted Almond bar	2.25
1	Twix	1.35
1	Little Bites Cholate	0.95
1	Starburst orig	1.25
1	M&M plain	1.35
1	Mentos mint	1.50
2	gatorade orange 20 o	4.40
1	Dramamine 4 pack	2.75
1	zephyrhills 1 L	2.00
1	Gatorade cascade cra	2.25
1	1613 A Identity spo	9.50
1	1549 B Identity spot	9.50
1	Starurst Tropical	0.99
1	Gatoraid Blackberry	2.50
1	Kit Kat	1.35
50.56	Pump:1 Fuel - Diesel	164.26
1	Solero strawberry ba	1.95
1	KL Choco Taco	2.19
	Subtotal	11772.73
	Tax	11.55
71	Total	11784.28

* * *	R E F U N D S * * *	* * *
0	Refunds	0.00

* * * C A S H P A Y O U * * *		
0	Total	0.00

* * * G R A N D T O T A L * * *		
* * *	(S a l e s)	* * *
29	Cash	1013.34
0	Check	0.00
44	Credit/Debit Total	10770.94
7	->American Expre	2410.83
28	->Visa	7465.85
8	->MasterCard	730.00
1	->Discover	164.26
	Grand Total	11784.28

Boynton Harbor Marina
Sales by Item Summary
October 1, 2017 through September 21, 2018

	Oct 1, '17 - Sep 21, 18			
	Qty	Amount	% of Sales	Avg Price
Inventory				
Fuel - Gasoline (0 Fuel - Gasoline)	220,909.506	897,240.20	100.0%	4.06
Total Inventory	220,909.51	897,240.20	100.0%	4.06
TOTAL	**220,909.51**	**897,240.20**	**100.0%**	**4.06**

Boynton Harbor Marina
Sales by Item Summary
October 2016 through September 2017

	Oct '16 - Sep 17			
	Qty	Amount	% of Sales	Avg Price
Inventory				
Fuel - Gasoline (0 Fuel - Gasoline)	240,843.208	879,613.03	100.0%	3.65
Total Inventory	240,843.21	879,613.03	100.0%	3.65
TOTAL	**240,843.21**	**879,613.03**	**100.0%**	**3.65**

Boynton Harbor Marina
Sales by Item Summary
October 2015 through September 2016

	Oct '15 - Sep 16			
	Qty	Amount	% of Sales	Avg Price
Inventory				
Fuel - Gasoline (0 Fuel - Gasoline)	251,562.0956	849,190.01	100.0%	3.38
Total Inventory	251,562.10	849,190.01	100.0%	3.38
TOTAL	**251,562.1**	**849,190.01**	**100.0%**	**3.38**

Boynton Harbor Marina
Sales by Item Summary
October 1, 2017 through September 21, 2018

	Oct 1, '17 - Sep 21, 18			
	Qty	Amount	% of Sales	Avg Price
Inventory				
Fuel - Diesel (0 Fuel - Diesel)	70,830.115	212,037.15	100.0%	2.99
Total Inventory	70,830.12	212,037.15	100.0%	2.99
TOTAL	**70,830.12**	**212,037.15**	**100.0%**	**2.99**

Boynton Harbor Marina
Sales by Item Summary
October 2016 through September 2017

	Oct '16 - Sep 17			
	Qty	Amount	% of Sales	Avg Price
Inventory				
Fuel - Diesel (0 Fuel - Diesel)	60,516.506	161,857.30	100.0%	2.67
Total Inventory	60,516.51	161,857.30	100.0%	2.67
TOTAL	**60,516.51**	**161,857.30**	**100.0%**	**2.67**

Boynton Harbor Marina
Sales by Item Summary
October 2015 through September 2016

	Oct '15 - Sep 16			
	Qty	Amount	% of Sales	Avg Price
Inventory				
Fuel - Diesel (0 Fuel - Diesel)	71,813.994	171,759.08	100.0%	2.39
Total Inventory	71,813.99	171,759.08	100.0%	2.39
TOTAL	**71,813.99**	**171,759.08**	**100.0%**	**2.39**

RLI Marine

RLI Marine Policy

MLP0200261

for

Waypoint Marine, Inc

NOTICE TO OUR BROKERS AND AGENTS OF OUR CLAIM NOTIFICATION PROCEDURE

As part of our continuing effort to provide you with the best service available, ALL CLAIMS, OCCURRENCES, INCIDENTS and LAWSUITS under this policy are to be reported immediately to:

RLI Insurance Company

Email (preferred): New.Claim@rlicorp.com

Fax: (866) 692-6796

Phone: (800) 444-0406

Street Address: 9025 N. Lindbergh Drive, Peoria, IL 61615

Mailing Address: P.O. Box 3961, Peoria, IL 61612-3961

When reporting the incident, be prepared to supply a report of claim or the following information:

1. Policy Number
2. Contact Person information (name, address, phone, etc.)
3. Nature of incident
4. Date of incident

When reporting multiple incidents, please send each loss notice separately.

IMPORTANT NOTICE TO POLICYHOLDERS

Disclosure Pursuant to Terrorism Risk Insurance Act

Under the Terrorism Risk Insurance Act, as amended (the "**Act**"), we must make coverage for "**certified acts of terrorism**" available in the policies we offer. We notified you at the time of offer and purchase of the policy to which this Notice is attached that this coverage was available and we gave you the right to reject our offer of such terrorism coverage. If you elected to purchase the coverage, the premium charged for such coverage is shown on the Declarations page of the policy. If you elected to reject the coverage we have not charged your policy for terrorism coverage and have attached a terrorism exclusion to your policy.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020; of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Act contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

Specific coverage terms for terrorism, including limitations and exclusions, are more fully described in endorsements attached to the policy. Your policy may contain an exclusion for losses that are not eligible for federal reinsurance under the Act.

Definitions:

"**Certified act of terrorism**," as defined in Section 102(1) of the Act, means an act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

RLI

RLI Insurance Company

9025 N. Lindbergh Drive • Peoria, IL 61615 • (309) 692-1000

A stock insurance company, herein called the Company.

POLICY DECLARATIONS

Policy Number: MLP0200261

Renewal of: MLP0200261

Broker Reference Number:

"NAMED INSURED" AND ADDRESS:

Waypoint Marine, Inc
PO Box 747
Boynton Beach, FL 33435

AGENT/BROKER:

49790 JSM Brokerage, Inc.
2151 South US Highway One
Jupiter, FL 33477

POLICY PERIOD From 09/09/2018 To 09/09/2019 at 12:01 AM Standard Time at your mailing address shown above.

In consideration of the premium as outlined below and subject to all the terms of this Policy, this Company agrees to provide the insurance coverage as stated in the attached Policy. This premium may be subject to adjustment.

Coverage Part	Premium
Marine General Liabilities	$3,350.00
Marina Operators Liability and Protection & Indemnity	Included

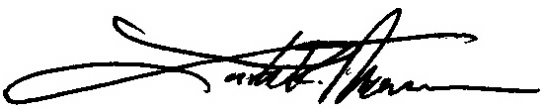
See attached Tax, Fee & Surcharge Schedule (OMP 900) if applicable. Taxes/Fees/Surcharges: N/A

Premium payable at inception unless Payment Schedule (OMP 113) applies. **Total Premium:** $3,350.00

Minimum Premium: N/A

ADDITIONAL FORMS AND ENDORSEMENTS – MADE PART OF THIS POLICY AT TIME OF ISSUE

See Attached Schedule of Endorsements (OMP 2150)



Authorized Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICABLE FORMS & ENDORSEMENTS

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE. IF LISTED UNDER A SPECIFIC SECTION, THE FORM APPLIES ONLY TO THAT SECTION AND DOES NOT CHANGE TERMS OR CONDITIONS FOR ANY OTHER SECTION. FORMS LISTED UNDER THE GENERAL SECTION APPLY TO ALL SECTIONS OF THE POLICY.

General Section

CPR 2197 (03/08)	Terrorism Exclusion
OMH 686 (02/09)	Non-Stacking of Limits Endorsement
ILF 0001C FL (04/16)	Florida Signature Page - Commercial Lines

Primary Liabilities Section

OMGL 101 (02/12)	General Conditions
OMGL 102 (03/13)	Marine General Liability Coverage Part
OMGL 107 (02/07)	MGL - Marina Operators Legal Liability with P&I Section
OMGL 623 (04/07)	Continuous or Progressive Injury and Damage Exclusion
OMGL 633 (03/09)	Subcontractor's Warranty
OMP 601 (08/05)	Asbestos Exclusion
OMP 605 (04/07)	Mold, Mildew, and Fungus Exclusion
OMP 659 (03/13)	Breach of Contract Exclusion

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

We will not pay for loss, damage, cost or expense caused directly or indirectly by "terrorism" including "certified acts of terrorism," as defined in the Terrorism Risk Insurance Act, as amended, unless specifically provided by endorsement to this policy or any action taken to control, prevent, or suppress terrorism. Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to this loss.

1. The following definition is added and applies under this endorsement wherever the term "terrorism" is used.

"Terrorism" means activities against persons, organizations or property of any nature:

A. That involve the following or preparation for the following:

1. Use or threat of force or violence; or

2. Commission or threat of a dangerous act; or

3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

B. When one or both of the following applies:

1. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

2. It appears that the intent is to intimidate or coerce a government, or to further polictical, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. Neither the terms of this endorsement nor the terms of any other terrorism endorsement attached to this policy provide coverage for any loss that would otherwise be excluded by this policy under:

A. Exclusions that address war, military action, or nuclear hazard; or

B. Any other exclusion.

3. The absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this policy under:

A. Exclusions that address war, military action, or nuclear hazard; or

B. Any other exclusion.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING OF LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

If this Policy and any other policy (excluding any Excess Liability, Bumbershoot Liability, or Umbrella Liability policies) issued to you by us or any company affiliated with us apply to the same occurrence, the maximum Limit of Insurance for each Limit under all coverage forms and policies combined shall not exceed the highest applicable Limit of Insurance available under any one coverage form or policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

MARINE GENERAL LIABILITY DECLARATION

Limits of Insurance:

$1,000,000 Limit Each Occurrence including Supplementary Payments, Combined Single Limit All Coverages
$2,000,000 General Aggregate Limit
$1,000,000 Products Hazard or Completed Operations Hazard Aggregate Limit
$1,000,000 Personal Injury and Advertising Injury Aggregate Limit
$50,000 Damage to Premises Rented to You Limit
$5,000 Medical Expense Limit

Deductible:

$2,500 Any One Accident or Occurrence, Unless Otherwise Noted

Business Descriptions:

Marina

Deposits/Reporting:

Flat Annual Premium Applies

Locations:

Location
735 Casa Loma Blvd, Boynton Beach, FL 33435

GENERAL CONDITIONS

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the **U. Definitions** section of the **GENERAL CONDITIONS**.

A. Who Is An Insured

1. If you are designated in the Declarations as:

a. An individual, you and your spouse or you and your partner by civil union are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," "volunteer workers," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the ninetieth (90th) day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **SECTION 1 – COVERAGE A** and **SECTION 2 – MARINE LIABILITIES** do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **SECTION 1 – COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

B. Limits Of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits";

d. Watercraft involved; or

e. Coverage forms involved, including any supplemental coverages or coverage extensions provided by endorsements;

f. Supplementary payments.

2. The General Aggregate Limit is the most we will pay for the sum of:

a. "Medical expenses" under **SECTION 1 – COVERAGE C**;

b. Damages under **SECTION 1 – COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **SECTION 1 – COVERAGE B**; and

d. Damages under **SECTION 2 – MARINE LIABILITIES**.

e. Damages under any supplemental coverages or coverage extensions provided by endorsements to this Policy.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **SECTION 1 – COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under **SECTION 1 – COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **SECTION 1 – COVERAGE A**; and

b. "Medical expenses" under **SECTION 1 – COVERAGE C**; and

c. Damages under **SECTION 2 – MARINE LIABILITIES**; and

d. Supplementary Payments

because of all "bodily injury" and "property damage" arising out of any one "occurrence."

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **SECTION 1 – COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **SECTION 1 – COVERAGE C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

C. Deductibles

1. Our obligation under the insurance provided, to pay damages and "supplementary payments" on your behalf applies only to the amount of damages and "supplementary payments" in excess of any deductible amounts stated in the Declarations or attached Schedule(s).

2. The deductible amount applies under all coverages combined and to all applicable damages including supplementary payments because of any injury or damage as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence." The deductible amount does not apply to the medical expense limit provided in this Policy.

3. The terms of this insurance, including those with respect to:

a. Our right and duty to defend any "suits" seeking those damages; and

b. Your duties in the event of an "occurrence," claim, or "suit"

apply irrespective of the application of the deductible amount.

4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit," and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

D. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium.

b. Sixty (60) days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this Policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than sixty (60) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

G. Examination Of Your Books And Records

We may examine, audit and make copies of your books and records as they relate to this Policy at any time during the policy period and up to three (3) years afterward.

H. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;

2. Give you reports on the conditions we find; and

3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of you, your workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or

2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

I. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

J. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

K. Premium Adjustment

1. We will compute all premiums for this Policy in accordance with our rules and rates.

2. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

3. **a.** The premium shown on the Declarations as advance premium is a deposit premium. You warrant that complete and accurate records of the operations covered by applicable Coverage Form(s) will be kept and such records will be open to examination by us or our representatives at any time during business hours.

b. Within ten (10) days after the end of each "reporting period," you must file with us a report containing a complete record of operations and the total amount of the applicable Premium Base (as designated on the Declarations) for that "reporting period." The earned premium is to be computed by using the applicable rate multiplied by the amount of the Premium Base and applied against the Advance Premium until the same is exhausted. When the Advance Premium is exhausted, all further earned premiums are due and payable to us at the time of filing the report on which the premium is due.

c. If this insurance is cancelled, you must report the total Premium Base up to and including the date of cancellation.

L. Minimum Premium

You must pay at least the minimum premium shown in the applicable Declarations, except in the event of cancellation of this Policy by us. The minimum premium will only apply when the computed premium is less than the minimum premium.

M. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Policy.

N. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

a. How, when and where the "occurrence" or offense took place;

b. The names and addresses of any injured persons and witnesses; and

c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. If a claim is made or "suit" is brought against any Insured, you must:

a. Immediately record the specifics of the claim or "suit" and the date received; and

b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved Insured must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

O. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an Insured; or

2. To sue us under this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

P. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under this Policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when **2.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **3.** below.

2. Excess Insurance

This insurance is excess over:

a. Any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(4) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **G.** of **SECTION 1 – COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under this Policy to defend the Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Policy.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Q. Representations

By accepting this Policy, you agree:

1. The statements in the Declarations are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this Policy in reliance upon your representations.

R. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

S. Financial Responsibility

This Policy does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal, state or local law. It is a condition of this Policy that it shall not be submitted to the United States Coast Guard or any federal, state or local agency as evidence of financial responsibility. We do not consent to be guarantors.

T. Transfer Of Rights Of Recovery Against Others To Us

If the Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

U. Definitions

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work," and

(2) The providing of or failure to provide warnings or instructions.

V. Supplementary Payments

Applicable only to **SECTION 1 – COVERAGES A & B** and **SECTION II**.

"Supplementary Payments" as defined in this Policy are included in the limit of this Policy and are not in addition to those limits. Refer to the **GENERAL CONDITIONS – B. Limits Of Insurance**.

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur (including attorney fees and all other litigation expenses).

b. Up to two hundred fifty dollars ($250) for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to two hundred fifty dollars ($250) a day because of time off from work.

e. All costs taxed against the insured in the "suit."

f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

2. If we defend an Insured against a "suit" and an indemnity of the Insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the Insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

e. The indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **II.B.2.** of **SECTION 1 – COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

W. Additional Conditions

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

SECTION 1

MARINE GENERAL LIABILITY COVERAGE PART

COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

I. INSURING AGREEMENT

A. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

But:

1. The amount we will pay for damages is limited as described in **GENERAL CONDITIONS** – **B. Limits of Insurance**; and

2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A** or **B** or **Medical Expenses** under **COVERAGE C** or **Supplementary Payments**.

B. This insurance applies to "bodily injury" and "property damage" only if:

1. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

2. The "bodily injury" or "property damage" occurs during the policy period; and

3. Prior to the policy period, no Insured listed under **GENERAL CONDITIONS – A. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

C. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under **GENERAL CONDITIONS – A. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

D. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under **GENERAL CONDITIONS – A. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

1. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

2. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

3. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

E. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

II. EXCLUSIONS

This insurance does not apply to:

A. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

B. Contractual Liability

"Bodily injury" or "property damage" for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the Insured would have in the absence of the contract or agreement; or

2. Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of "bodily injury" or "property damage," provided:

a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

C. Liquor Liability

"Bodily injury" or "property damage" for which any Insured may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;

2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

D. Workers' Compensation And Similar Laws

Any obligation of the Insured under a workers' compensation, United States Longshoremen's and Harbor Workers Compensation Act, Jones Act, Death on the High Seas Act, General maritime law, Federal Employers' Liability Act, disability benefits or unemployment compensation law or any similar law.

E. Employer's Liability

"Bodily injury" to:

1. An "employee" of the Insured arising out of and in the course of:

a. Employment by the Insured; or

b. Performing duties related to the conduct of the Insured's business; or

2. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **1.** above.

This exclusion applies:

1. Whether the Insured may be liable as an employer or in any other capacity; and

2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the Insured under an "insured contract."

F. Pollution Liability

1. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;

b. At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;

c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom you may be legally responsible; or

d. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:

(1) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs **a.** and **d. (1)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

2. Any loss, cost or expense arising out of any:

a. Request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

G. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned, leased, rented, chartered, or operated by or rented or loaned to any Insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned, leased, rented, chartered or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;

2. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured;

3. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

4. "Bodily injury" or "property damage" arising out of:

a. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

b. The operation of any of the machinery or equipment listed in Paragraph **F. 2.** or **F. 3.** of the definition of "mobile equipment."

H. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

1. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or

2. The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

I. War

"Bodily injury" or "property damage," however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war;

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

J. Damage To Property

"Property damage" to:

1. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the Insured;

5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **1.**, **3.** and **4.** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **GENERAL CONDITIONS – B. Limits Of Insurance**.

Paragraph **2.** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **3.**, **4.**, **5.** and **6.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

K. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

L. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

M. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

N. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product";

2. "Your work"; or

3. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions **C.** through **N.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **GENERAL CONDITIONS – B. Limits of Insurance**.

O. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury."

P. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Q. Asbestos

Any liability for bodily injury or property damage, including loss of use thereof, arising out of the manufacturing, processing, handling, distribution, sale, application, removal or use of asbestos, or asbestos related product(s).

R. Directors And Officers

Any liability to a director and/or officer of the Named Insured by reason of any wrongful act committed in their capacity as a director and/or officer of the Named Insured.

It is further agreed that the term "wrongful act" shall be defined as, but not limited to, any breach of duty, neglect, error, misstatement, misleading statement, omission or other act actually done or attempted by a director and/or officer claimed against them solely by reason of their capacity as such.

S. Employment-Related Practices

“Bodily injury” arising out any refusal to employ, termination of employment, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions or consequential "bodily injury" as a result of the above.

This exclusion applies whether the Named Insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

T. Fiduciary Liability

To any liability or to any claim or claims arising out of fiduciary liability.

U. Health Hazard

"Bodily injury" or "property damage" arising out of the following:

1. Polychlorinated Biphenyl (PCB) – “Bodily injury” or “personal injury” or cause of, damage to or loss of use of property directly or indirectly caused by Polychlorinated Biphenyl. The term PCB as used in this exclusion means Polychlorinated Biphenyl or any derivative thereof.

2. "Bodily injury" or "personal injury" or cause of, damage to or loss of use of property directly or indirectly caused by silica.

3. Lead – "Bodily Injury" or "personal injury" or cause of, damage to or loss of use of property directly or indirectly caused by lead and/or lead related compounds and/or lead derivatives.

It is further agreed that this Policy shall not apply to any liability for "bodily injury" or "personal injury" and/or "property damage" made by or on behalf of any person or persons directly or indirectly on account of continuous intermittent or repeated exposures to, ingestion, inhalation, or absorption of any substances, materials, products, wastes or emissions, noise or environmental disturbance where the Named Insured is or may be liable for any reason including, but not limited to, as a result of the manufacture, production, extraction, sale, handling, utilization, distribution, disposal or creation by or on behalf of the Named Insured of such substances, materials, products, wastes or emissions, noise or environmental disturbance.

V. Occupational Disease

This insurance shall not cover any liability, loss, damage or expense as regards "bodily injury" or "personal injury" (fatal or non-fatal) resulting from occupational disease sustained by any employee of the Named Insured.

W. Professional Liability/Errors Or Omissions

To any liability or to any claim or claims arising out of a breach of professional duty by reason of any negligent act, error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the Named Insured in the conduct of any of the Named Insured's business activities. Professional services includes, but is not limited to, the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and supervisory, inspection, engineering, or data processing services.

X. ERISA/SEC

1. "Bodily injury" or "property damage" arising out of any duties or responsibilities imposed upon the Insured by the Employee Retirement Income Security Act of 1974, Public Law 93-406 or any amendment to addition thereto.

2. Any liability based upon or arising out of any intentional or unintentional violation of any provision of any federal or state securities law, including but not limited to the Securities Act of 1933 or the Securities Exchange Act of 1934 or any amendments or addition thereto.

Y. Nuclear

Any nuclear incident, reaction, radiation, or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be approximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this Policy, and whether based on your negligence or otherwise.

Z. Punitives

Damages of the following types:

1. Civil, criminal, administrative or other fines or penalties;

2. Any portion of a judgment or award that represents a multiple of compensatory amounts, liquidated damages or punitive or exemplary damages;

3. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or

4. Judgments or awards because of acts deemed uninsurable by law.

AA. Chemical, Biological, Bio-Chemical, And Electromagnetic Exclusion Clause

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

BB. Extended Radioactive Contamination Exclusion Clause (March 1, 2003)

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

Radioactive Contamination Exclusion Clause (U.S.A. Endorsement)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that

if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses **1.1**, **1.2**, and **1.4** of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

CC. U.S. Economic And Trade Sanctions Clause

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY

I. INSURING AGREEMENT

A. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result.

But:

1. The amount we will pay for damages is limited as described in **GENERAL CONDITIONS – B. Limits Of Insurance**; and

2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A** or **B** or **Medical Expenses** under **COVERAGE C** or **Supplementary Payments**.

B. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

II. EXCLUSIONS

This insurance does not apply to:

A. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."

B. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.

C. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

D. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the Insured.

E. Contractual Liability

"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

F. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

G. Quality Or Performance of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."

H. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement."

I. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan.

J. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an Insured whose business is:

1. Advertising, broadcasting, publishing or telecasting;

2. Designing or determining content of websites for others; or

3. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14. a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

K. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.

L. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

M. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

N. Pollution-Related

Any loss, cost or expense arising out of any:

1. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

O. War

"Personal and advertising injury," however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war;

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

P. Chemical, Biological, Bio-Chemical, And Electromagnetic Exclusion Clause

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

Q. Extended Radioactive Contamination Exclusion Clause (March 1, 2003)

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

Radioactive Contamination Exclusion Clause (U.S.A. Endorsement)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that

if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses **1.1**, **1.2**, and **1.4** of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

R. U.S. Economic And Trade Sanctions Clause

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

COVERAGE C: MEDICAL PAYMENTS

I. INSURING AGREEMENT

A. We will pay medical expenses as described below for "bodily injury" caused by an accident:

1. On premises you own or rent;

2. On ways next to premises you own or rent; or

3. Because of your operations;

provided that:

a. The accident takes place in the "coverage territory" and during the policy period;

b. The expenses are incurred and reported to us within one (1) year of the date of the accident; and

c. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

1. First aid administered at the time of an accident;

2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

3. Necessary ambulance, hospital, professional nursing and funeral services.

II. EXCLUSIONS

We will not pay expenses for "bodily injury":

A. Any Insured

To any insured, except "volunteer workers."

B. Hired Person

To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.

C. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

D. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any Insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

E. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

F. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

G. SECTION 1 – COVERAGE A – II. EXCLUSIONS

Excluded under **SECTION 1 – COVERAGE A**.

SECTION 2

MARINE LIABILITIES COVERAGE PART

COVERAGE: MARINA OPERATORS LIABILITY

I. INSURING AGREEMENT

This Company agrees to pay on behalf of the Named Insured all sums which the Named Insured, as Marina Operator, shall become legally obligated to pay:

A. By reason of the liabilities imposed upon the Named Insured by law for physical loss of, or damage to, watercraft, and their motors, the property of others, while in the care, custody or control of the Insured, at the location(s) scheduled in the Declarations page, for any of the following operations:

1. Repair, alterations or maintenance;

2. Storage;

3. Mooring at slips, spaces or buoys rented by the Insured;

4. Hauling out or launching;

5. Fueling operations.

B. "Supplementary Payments" as described in the General Conditions.

C. This Company shall be liable in respect to the operations covered above in **I.A. & B.** only at the location(s) scheduled in the Declarations page, including any adjacent moorings and while watercraft are being shifted or moved via land or water within one hundred and twenty-five (125) miles of such location(s) in connection with covered operations.

II. EXCLUSIONS

This insurance does not apply to:

A. Any claim in respect of loss of life, bodily injury, personal injury, sickness, maintenance, cure or wages of any employee of the Named Insured or liability arising therefore under Jones Act, U.S. Longshoremen and Harbor Worker's Act, Death on the High Seas Act, or any other State or Federal Compensation Act or similar law;

B. Liability assumed under contract or otherwise an extension of the liability imposed on you by law;

C. Any portion of loss or damage for which the Named Insured has been released from liability;

D. Demurrage, detention, loss of time, loss of freight, loss of charter, loss of use and/or similar and/or substituted expenses;

E. Loss, damage, injury or expense which may be recoverable under any other insurance carried by the Named Insured or by others for account of the Named Insured except insurance covering part of this risk insured in conjunction herewith, or any excess insurance over and above the amount recoverable hereunder;

F. Collision liability, tower's liability or liabilities insured against under the customary forms of hull or protection and indemnity policies arising out of the operation of any watercraft owned by, or demise chartered to, the Named Insured or any affiliated or subsidiary concern or party;

G. Any liability arising out of, or resulting from, the infidelity, misappropriation, secretion, conversion or other acts of dishonest character on the Named Insured's part or the Named Insured's agents, employees, or subcontractors;

H. Loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder;

I. Any nuclear incident, reaction, radiation, or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be approximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this policy, and whether based on your negligence or otherwise;

J. Bodily injury or property damage including clean up and containment costs arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;

K. Civil, criminal, administrative or other fines or penalties; any portion of a judgment or award that represents a multiple of the compensatory amounts, liquidated damages or punitive or exemplary damages; equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or judgments or awards because of acts deemed uninsurable by law;

L. Loss or damage to property, cargo, watercraft, mobile equipment, cargo handling equipment, rail cars, trucks, and/or their trailers, and/or other vehicles in which the named insured or any affiliated or subsidiary or concerned individual or party, owns, borrows, leases, or rents;

M. Caused by or resulting from

1. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack:

a. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or

b. By military, naval or air forces; or

c. By an agent of any such government, power, authority or forces;

2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

3. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

N. Any liability resulting from or arising out of the unexplained loss or damage, mysterious disappearance, shortage or conversion of goods;

O. The expense of redoing the work improperly performed by or on behalf of the Named Insured or the cost of replacement of materials, parts or equipment furnished in connection therewith;

P. The cost or expense of repairing, replacing or renewing any faultily designed part or parts which cause(s) loss of or damage to the watercraft, or for any expenditure incurred by reason of a betterment or alteration in design;

Q. Weight of a load exceeding the registered or rated lifting capacity of any lift device, marine railway or drydock;

R. For loss of or damage to any boat: owned by the Named Insured; or owned by others and held for sale by the Named Insured, including boats held on consignment; unless such boats are also in your care, custody or control for any operations described in the insuring agreement of this coverage part; or leased or rented by the Named Insured, or otherwise in your care, custody or control for any purpose not related to the operations described in the insuring agreement of this coverage part.

For loss or damage caused by any boat: owned by the Named Insured; or owned by others and rented or leased by the Named Insured, held for sale by the Named Insured, including boats held on consignment; or otherwise in the Named Insured's care, custody or control for any purpose not related to the operations described in the insuring agreement of this coverage part.

S. For loss of or damage to property used by the Named Insured for rental or chartering purposes;

T. Any loss of, or damage to watercraft occurring while in the care, custody or control of the Named Insured and otherwise covered under clause **I.A.1.** above, but not discovered within sixty (60) days of the delivery of the watercraft to the owner, or within sixty (60) days after work is completed, whichever first occurs;

U. For loss, damage or expense caused by or in consequence of ice or freezing;

V. Loss, damage, or expense arising in connection with:

1. Any new watercraft that the Named Insured are building or assisting to build; or

2. Any watercraft undergoing reconstruction or conversion which entails a change in dimension, tonnage, or type of watercraft.

COVERAGE: MARINA OPERATORS PROTECTION & INDEMNITY

I. INSURING AGREEMENT

With respect to any non-owned watercraft covered under the **MARINA OPERATORS LIABILITY COVERAGE** section which are being operated by the Named Insured or their employees, this Company agrees to pay on behalf of the Named Insured all sums which the Insured, as Marina Operator, shall become legally obligated to pay:

A. For loss of life, or bodily injury to any person;

B. Loss of, or damage to or expense in connection with any fixed or movable object, any other non-owned vessel, or property of whatever nature;

C. Costs or expense of, or incidental to, the removal of wreck, of the insured vessel when such removal is compulsory by law;

D. "Supplementary Payments" as described in the General Conditions.

II. EXCLUSIONS

This insurance does not apply to:

A. Any loss of, damage to or expense in connection with any property owned or leased by the Named Insured;

B. Any loss or claim arising with respect to any employee of the Named Insured;

C. Any liability assumed by the Named Insured beyond that imposed by law.

D. Liability assumed under contract or otherwise an extension of the liability imposed on you by law;

E. Any portion of loss or damage for which the Named Insured has been released from liability;

F. Demurrage, detention, loss of time, loss of freight, loss of charter, loss of use and/or similar and/or substituted expenses;

G. Loss, damage, injury or expense which may be recoverable under any other insurance carried by the Named Insured or by others for account of the Named Insured except insurance covering part of this risk insured in conjunction herewith, or any excess insurance over and above the amount recoverable hereunder;

H. Loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder;

I. Any nuclear incident, reaction, radiation, or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be approximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this Policy, and whether based on your negligence or otherwise;

J. Bodily injury or property damage including clean up and containment costs arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;

K. Civil, criminal, administrative or other fines or penalties; any portion of a judgment or award that represents a multiple of the compensatory amounts, liquidated damages or punitive or exemplary damages; equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or judgments or awards because of acts deemed uninsurable by law;

L. Loss or damage to property, cargo, watercraft, mobile equipment, cargo handling equipment, rail cars, trucks, and/or their trailers, and/or other vehicles in which the Named Insured or any affiliated or subsidiary or concerned individual or party, owns, borrows, leases, or rents;

M. Caused by or resulting from:

1. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack:

a. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or

b. By military, naval or air forces; or

c. By an agent of any such government, power, authority or forces;

2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

3. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

ADDITIONAL EXCLUSIONS APPLYING TO ALL COVERAGE PARTS

A. Chemical, Biological, Bio-Chemical, and Electromagnetic Exclusion

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

B. Extended Radioactive Contamination Exclusion Clause

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

Radioactive Contamination Exclusion Clause (U.S.A. Endorsement)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (above) provided that

if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses **1.1**, **1.2**, and **1.4** of the Extended Radioactive Contamination Exclusion Clause any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
MARINE LIABILITIES COVERAGE PART

This insurance does not apply to any damages because of or related to "bodily injury," "property damage," or "personal and advertising injury":

1. Which first existed, or are alleged to have first existed, prior to the inception date of this Policy; or

2. Which are, or are alleged to be, in the process of taking place prior to the inception date of this Policy, even if the actual or alleged "bodily injury," "property damage," or "personal and advertising injury" continues during this policy period; or

3. Which were caused, or are alleged to have been caused, by any defect, deficiency, inadequacy or condition which first existed prior to the inception date of this Policy.

We shall have no duty to defend any insured against any loss, claim, "suit," or other proceeding alleging damages arising out of or related to "bodily injury," "property damage," or "personal and advertising injury" to which this endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBCONTRACTOR'S WARRANTY

In consideration of the premium charged, it is a condition precedent to this insurance that the:

1. Insured warrants that it has obtained or will obtain certificates of insurance with limits of liability equal to or greater than those provided by this policy from all subcontractors prior to commencement of any work performed for the insured.

2. Insured warrants that it has confirmed or will confirm that the subcontractors' insurance policies are valid and have not been cancelled prior to commencement of any work by the subcontractors performed for the insured.

3. Insured warrants that it has obtained or will obtain hold harmless agreements from subcontractors indemnifying against all losses from the work performed for the insured by any and all subcontractors.

4. Insured warrants that it has confirmed or will confirm that it is named as additional insured on all subcontractors general liability policies.

5. Insured warrants that it has given or will give notice of claim to all "potential insurers" as soon as practicable.

"Potential insurers" means all insurance companies who may be obligated to defend the insured as either a named insured or an additional insured. "Potential insurers" includes the insurers of all subcontractors who were contractually obligated to name the insured as an additional insured on their own insurance policy(ies).

In the event the insured fails or failed to comply with the above conditions for a subcontractor whose work directly or indirectly gives rise to a claim, coverage for such claim will be voided under this policy. Insured agrees that we need not demonstrate any prejudice to us in order to enforce these conditions of coverage.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms of the conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

APPLICABLE MARINE LIABILITIES COVERAGE PART

This insurance does not apply to "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments arising out of:

1. Asbestos, asbestos fibers or asbestos products or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments;

2. Any supervision, instructions, recommendations, notices, warnings, or advice given or which should have been given in connection with the manufacturing, selling, renting and/or distributing of asbestos, asbestos fibers or asbestos products or products or premises containing asbestos;

3. Removal of asbestos or products containing asbestos including:

a. Cost of asbestos removal and replacement with other fire retardant materials;

b. "Property damage" in the course of removing asbestos, asbestos fibers or asbestos products.

4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos fibers, or asbestos products; or

5. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, or asbestos products.

In addition, we shall not be obligated to investigate, to pay any claim or judgment or to defend any "suit" for "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments caused by, resulting from or arising out of asbestos, asbestos fibers or asbestos products.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, MILDEW AND FUNGUS EXCLUSION

This insurance does not apply to, and we are not obligated to defend any loss, "claim" or "suit" or other proceeding for:

1. Actual or alleged "bodily injury," "property damage" or "personal injury," including death at any time resulting therefrom, caused by the actual, alleged or threatened existence or presence of, exposure to, inhalation of, ingestion of, contact with or absorption of any mold, mildew, "fungus" or decaying substance, or

2. Any loss, cost or expense arising out of the diminution in value, loss of market value, loss of use, monitoring, treatment, neutralizing, removal or abatement of any mold, mildew, "fungus" or decaying substance alleged to be causative or potentially causative of "bodily injury," "property damage" or "personal injury."

"Fungus" includes any mycotoxins, spores, scents or byproducts produced or released by fungi.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BREACH OF CONTRACT EXCLUSION

This insurance does not apply, nor do we have a duty to defend any claim or "suit" for "bodily injury," "property damage," "personal and advertising injury" arising directly or indirectly out of the following:

a. Breach of express or implied contract;

b. Breach of express or implied warranty;

c. Fraud or misrepresentation regarding the formation, terms or performance of a contract; or

d. Libel, slander or defamation arising out of or within the contractual relationship.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

SIGNATURE PAGE

In Witness Whereof, RLI Insurance Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Joan M. Stephenson

Corporate Secretary

Craig W. Kliethermes

President & COO

CRA BOARD MEETING OF: October 9, 2018

CRA ADVISORY BOARD

AGENDA ITEM: 15.A.

SUBJECT:
CRA Advisory Board Agenda - October 4, 2018

SUMMARY:
See attached.

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

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ATTACHMENTS:

	Description
🗋	**October 4, 2018 CRAAB Agenda**

CRA Advisory Board Meeting
Thursday, October 4, 2018 - 6:30 PM
City Commission Chambers
Intracoastal Park Clubhouse, 2240 N. Federal Highway, Boynton Beach, FL 33435
561-737-3256

ADVISORY BOARD AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Agenda Approval**
   - **A.** Additions, Deletions, Corrections to the Agenda
   - **B.** Adoption of Agenda
4. **Information Only**
   - **A.** Financial Report Period Ending September 30, 2018
5. **Public Comment**
6. **Consent**
   - **A.** CRA Advisory Board Meeting Minutes - September 6, 2018
7. **Assignments**
   - **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 — **Tabled (8/2/18)**
   - **B.** Reports on Pending Assignments
     - **1.** None
   - **C.** New Assignments
     - **1.** None
8. **CRA Board Items for CRA Advisory Board Review and Recommendations**
   - **A. Old Business**
     - **1.** Consideration of the FY 2018-19 Non-Profit Organization Grant Funding Program

B. New Business

1. Consideration of Purchase of a Portion of the Property Located at 1003 NE 3rd Street

9. Future Agenda Items

10. Adjournment

Notice

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

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

CRA BOARD MEETING OF: October 9, 2018

CRA ADVISORY BOARD

AGENDA ITEM: 15.B.

SUBJECT:
CRA Advisory Board Meeting Minutes - September 6, 2018

SUMMARY:
See attached minutes.

CRAAB RECOMMENDATION:
Approve the September 6, 2018 CRA Advisory Board Minutes

ATTACHMENTS:

	Description
🗋	**September 6, 2018 CRA Advisory Board Minutes**

MINUTES OF THE CRA ADVISORY BOARD MEETING
710 NORTH FEDERAL HIGHWAY
BOYNTON BEACH, FLORIDA 33435
HELD ON THURSDAY, SEPTEMBER 6, 2018, AT 6:30 P.M.

PRESENT:
Linda Cross, Chair
Robert Pollock, Vice Chair
Rick Maharajh
Anthony Barber
James DeVoursney

Vicki Hill, CRA Financial Director
Thuy Shutt, CRA Assistant Director
Theresa Utterback, CRA Dev. Svcs. Mgr.
Bonnie Nicklien, Adm. Asst.
Lisa Tayar, Prototype, Inc.

ABSENT:
Thomas Murphy, Jr.
Allen Hendricks

1. Call to Order
   The meeting was called to order at 6:31 p.m.
   Pledge of Allegiance was recited.

2. Roll Call

   Roll was called, and it was determined a quorum was present.

4. Agenda Approval
   A. Additions, Deletions, Corrections to the Agenda
   B. Adoption of Agenda

Motion made and duly seconded to adopt the agenda. In a voice vote, the motion passed unanimously.

5. Public Comment - None

6. Consent
   A. Approval of CRA Advisory Board Minutes - August 2, 2018

Motion made by Mr. Maharajh, seconded by Vice Chair Pollock, to approve the minutes of the August 2, 2018 meeting. In a voice vote, the motion passed unanimously.

7. Assignments
   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 (Tabled)

B. New Assignments from the August 14, 2018 CRA Board Meeting
1. None

8. CRA Board Items for CRA Advisory Board Review and Recommendations
A. Old Business
1. Consideration and Discussion of Fiscal Year 2018/2019 Budget

Ms. Hill reported that the CRA had adopted several suggestions made by the CRAAB subsequent to the prior budget discussions.

The Board then briefly discussed withdrawn and pending grants, property acquisition funds, rollover amounts, proceeds from property sales, the addition of funds for the women's club, property acquisition monies, reallocations, contributions and timeline for Ocean Breeze East, and non-profit grant stipulations and/or requirements.

It was noted that the Community Caring Job Fair had gone well with Mr. Barber indicating that he had hired two individuals for his business. He stated there had been a great environment, an abundance of job seekers, and the whole event had been nicely set up. Mr. Barber expressed disappointment that some businesses seemed to be in attendance solely for the purpose of promoting their business and had no jobs to offer. In response to Chair Cross's inquiry, Ms. Shutt indicated they will be following up and looking at statistics for the event including attendance, applications, and actual hires.

With regard to a new position in the CRA, the two part time consultants have been replaced with one fulltime position. That employee will be mapping all businesses in the area, working with those businesses to promote development, and training participants at various locations within the CRA.

Any additional suggestions the CRAAB members have regarding the budget will need to be addressed directly to the CRA at their next meeting as the budget will be finalized at that time.

It was suggested by Mr. Barber that a percentage of funds be allocated for Unity or MLK Day and was advised by Ms. Shuttthat CRA funds are utilized for development purposes and that the City has taken over non-business related events such as the 4th of July. The CRA will still promote and fund Pirate Fest, Blarney Bash, and the holiday boat parade, however, they will be shifting their focus from citywide promotional events to conform with statutory requirements.

With regard to the property where the City had considered building a shell for $1.2 million and then having to find tenants, it was decided a developer would be in a better position to develop the property. A RFP has gone out with two applicants responding; one a for-profit company and one a non-profit. The presentations will be made to the CRA at their next meeting.

Motion made by Mr. Barber, seconded by Vice Chair Pollock, to approve the Fiscal Year 2018/2019 Budget. In a voice vote, the motion passed unanimously.

2. Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2018 Annual Conference on October 24-26, 2018 in Fort Myers, Florida

It was decided that only Mr. Barber would be attending the conference this year.

B. New Business
1. None

9. Future Agenda Items - none.

10. Adjournment

With no further business to discuss, the meeting adjourned at 7:15 p.m.

[Minutes transcribed by L. Tayar, Prototype, Inc.]