



**Community Redevelopment Agency Board Meeting  
Tuesday, August 13, 2019 - 6:30 PM  
Intracoastal Park Clubhouse, 2240 N. Federal Highway  
561-737-3256**

**REVISED**

**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**
- 8. Information Only**
  - A. Marketing and Business Development Campaign
  - B. Public Relations Articles Associated with the BBCRA
- 9. Public Comments**
- 10. CRA Projects in Progress**
  - A. CRA Economic Development Update
  - B. Sara Sims Park Project Update
  - C. The Ocean Breeze East Project Update
  - D. Historic Woman's Club of Boynton Beach (HWCBB) Project Update
  - E. The Model Block Infill Housing Project - NW 11th Avenue Roadway Project Ribbon Cutting
  - F. Palm Beach County Housing Authority Project Update
- 11. Consent Agenda**

- A. Financial Report Period Ending June 30, 2019
- B. Financial Report Period Ending July 31, 2019
- C. Approval of CRA Board Meeting Minutes - July 9, 2019

**12. Pulled Consent Agenda Items**

**13. Public Hearing**

**14. Old Business**

- A. Consideration and Discussion of Fiscal Year 2019/2020 Budget
- B. Approval of the FY 2019 - 2021 Boynton Harbor Marina Dockage Lease Agreement
- C. CRA Board Discussion and Consideration of Executive Director's Annual Performance Review
- D. 211 E. Ocean Avenue Project Update
- E. Neighborhood Officer Program 2nd Quarter Report for FY 2018 - 2019
- F. Consideration of the October 8, 2019 Board Meeting Date

**REVISED**

**Tabled  
7/9/19**

**15. New Business**

- A. Consideration and Discussion of the Letter of Interest Submitted by Bride of Christ Tabernacle Church for the CRA Owned Property Located on NE 10th Avenue
- B. Consideration of the CRA's Letter of Interest to Purchase the Property Located at 100 E. Martin Luther King Jr. Blvd fka Family Dollar
- C. Consideration of an Interlocal Agreement between the Boynton Beach CRA and City of Boynton Beach for Engineering Services Related to the NE 3rd Street Roadway and Utility Improvements Project
- D. Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2019 Annual Conference on October 16-18, 2019 in Tampa, Florida
- E. Consideration of the Invitation to the 37th Annual Business Development Board Gala for Palm Beach County

**REVISED**

**16. CRA Advisory Board**

- A. CRA Advisory Board Agenda - August 1, 2019
- B. CRA Advisory Board Meeting Minutes - July 8, 2019
- C. Notice of Relocation of the September 5, 2019 CRAAB Meeting
- D. Pending Assignments
- E. Reports on Pending Assignments
- F. New Assignments

**17. Future Agenda Items**

- A. Consideration of Terms for the Purchase and Development Agreement with the Community Caring Center Boynton Beach, Inc. (CCC), for their property located at 145 NE 4th Avenue



## **B. Discussion of a Joint Venture Agreement**

### **18. Adjournment**

#### **NOTICE**

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

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

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



## **CRA BOARD MEETING OF: August 13, 2019**

### **INFORMATION ONLY**

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#### **AGENDA ITEM: 8.A.**

##### **SUBJECT:**

Marketing and Business Development Campaign

##### **SUMMARY:**

As approved in the Fiscal Year 2018-2019 annual budget, the CRA provides marketing and promotional assistance to businesses located within the CRA Area throughout the year at no charge. The following items are just some of the marketing and business promotions that were provided by the CRA during the past month.

**Discover the Palm Beaches** - As part of the partnership with Discover the Palm Beaches the CRA staff created three digital ads showcasing parasailing, fishing, and jet-skiing with placement on thepalmbeaches.org. These formatted, native ads have a high click through rate (CTR) at .26% with 14,805 impressions served as of 8/6/19 and drive visitors to the CatchBoynton.com under the Boynton Harbor Marina landing page. The three frame ads will run from 7/22/19 - 08/22/19. (see Exhibit A). Cost: \$600.00

**Neighborhood News** - Working with Neighborhood News to reach the western Boynton Beach communities, the August full-page ad featured Beat the Summer Heat in Boynton Beach #BeatTheHeatBB highlighting the many different water activities at the Boynton Harbor Marina. This publication is mailed to 17,500 homes/clubhouses, with over 10,000 additional subscribers that read the digital edition online and on Facebook (see Exhibit B). Cost: \$450.00

**Delray Beach Newspaper** - The August issue of the Delray Newspaper featured a full-page color ad Beat the Summer Heat in Boynton Beach #BeatTheHeatBB, highlighting the various marine related activities available at the CRA's Boynton Harbor Marina along with the bait & tackle and dive shops located within the District. The Delray Newspaper reaches over 15,000 direct online readers, has a circulation of 12,000 papers distributed to 250 locations in Palm Beach County, and is mailed directly to over 2,000 homes. As a bonus, the ad is displayed in the Boca Newspaper with 12,000 more papers distributed in Boca Raton (see Exhibit C). Cost: \$795.00

**Gateway Gazette** - CRA staff used the August double page ad placement to feature the Boynton Harbor Marina. The Gateway Gazette serves Boynton Beach, Lantana, Hypoluxo, Atlantis, South Palm Beach, Manalapan, Ocean Ridge and Briny Breezes and inserted in the Sunday and Wednesday Sun Sentinel with a reach of 45,000. (see Exhibit D). Cost: \$658.00

**Social Media Video Ad Campaign** - CRA Staff created the Small Business Video Ad Promotional Campaign to promote local businesses as part of an economic development initiative to encourage growth and development in Downtown Boynton Beach. The Small Business Video Ad Promotional Campaign. Featured businesses this month included Solinda Waxing Oasis, Easy Pay Tire, Kings Learning Center, Schoolhouse Children's Museum, Sea Mist III received the CRA's assistance for their videos during the month of July (see Exhibit E). Cost: \$1,975.00 total / \$395.00 per video

**Social Media Promotion of CRA Development Projects -**

The Boynton Beach CRA utilizes social media platforms such as Facebook and Twitter to promote the CRA's Projects and build awareness and engage residents, visitors, and the business community. The month of July and first week of August, the CRA created 20 posts featuring CRA projects, redevelopment initiatives. The posts reached 11,679 and received 1,492 engagements, defined as likes, comments, shares, and clicks. (see Exhibit F)

**FISCAL IMPACT:**

FY 2018-2019 Budget, Project Fund 02-58400-445, \$4,478.00

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community 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-E**
- ▣ **Exhibit F**

Exhibit A –  
Discover the  
Palm Beaches  
website ads



## BOYNTON HARBOR MARINA

Up, up, and away book your parasailing today!

[LEARN MORE](#)



## BOYNTON HARBOR MARINA

Jet-sking + Florida Sunshine = Family Fun!

[LEARN MORE](#)



## BOYNTON HARBOR MARINA

Family Fun Day book a fishing charter today!

[LEARN MORE](#)

## Exhibit B – Neighborhood News

# BOYNTON BEACH

## BEAT THE SUMMER HEAT



### Fishing Charters

**Chip's Ahoy Charter**  
561-436-1417  
chipsahoycharter.com

**Great Day Sport Fishing**  
561-732-1980  
greatdaysportfishing.com

**Ham'r Time Fishing Charters**  
561-685-1207  
hamrtimefishing.com

**Miller Time Fishing Charters**  
561-732-3597  
millertimefishing.com

**Fish Envy**  
561-451-7646  
bocaratonfishingcharters.com

**Billable Hours**  
561-866-3366  
bocaratonfishingcharters.com

### Dive Shops

**Boynton Beach Dive Center**  
561-732-8590  
boyntonbeachdivecenter.com

**Splashdown Dive Shop**  
561-736-0712  
splashdowndivers.com



### Scuba Diving

**Loggerhead Enterprise**  
561-588-8686  
loggerheadcharters.com

**Splashdown Divers**  
561-736-0712  
splashdowndivers.com

**Starfish Enterprise**  
561-212-2954  
starfishscuba.com

**Underwater Explorers**  
561-577-3326  
diveboyntonbeach.com

### Dining

**Two Georges Waterfront Grille**  
561-736-2717  
twogeorgesrestaurant.com

**Marina Cafe**  
561-424-4222  
marinacafeboyntonbeach.com

**Banana Boat**  
561-732-9400  
bananaboatboynton.com

### Parasailing

**Boynton Beach Parasailing**  
561-359-8359  
boyntonbeachparasailing.com



### Boat & Jet Ski Rentals

**Boynton Beach Boat & Jet Ski**  
561-585-8721  
irentboat.com

**Gulfstream Boat Club**  
561-865-7797  
gulfstreamboatclub.com

**Intracoastal Boat & Jet Ski**  
561-735-0612  
wavejumpers.com

**Limbo Charters**  
561-735-1433  
limbocharters.com

### Bait & Tackle

**Florida Native Bait & Tackle**  
561-738-2246

**Florida Tackle Company**  
561-739-8523  
floridatacklecompany.com

**Boynton Fisherman's Supply**  
561-736-0568

### Drift Fishing

**Seamist III Drift Fishing**  
561-732-9974  
seamist3.com



FOR SHIP STORE &  
FUEL INFORMATION  
**561-735-7955**





# BOYNTON BEACH

## BEAT THE SUMMER HEAT



### Fishing Charters

**Chip's Ahoy Charter**  
561-436-1417  
[chipsahoycharter.com](http://chipsahoycharter.com)

**Great Day Sport Fishing**  
561-732-1980  
[greatdaysportfishing.com](http://greatdaysportfishing.com)

**Ham'r Time Fishing Charters**  
561-685-1207  
[hamvertimefishing.com](http://hamvertimefishing.com)

**Miller Time Fishing Charters**  
561-732-3597  
[millertimefishing.com](http://millertimefishing.com)

**Billable Hours**  
561-866-3366  
[bocaratonfishingcharters.com](http://bocaratonfishingcharters.com)

**Fish Envy**  
561-451-7646  
[bocaratonfishingcharters.com](http://bocaratonfishingcharters.com)

### Dive Shops

**Boynton Beach Dive Center**  
561-732-8590  
[boyntonbeachdivecenter.com](http://boyntonbeachdivecenter.com)

**Splashdown Dive Shop**  
561-736-0712  
[splashdowndivers.com](http://splashdowndivers.com)

### Scuba Diving

**Loggerhead Enterprise**  
561-588-8686  
[loggerheadcharters.com](http://loggerheadcharters.com)

**Splashdown Divers**  
561-736-0712  
[splashdowndivers.com](http://splashdowndivers.com)

**Starfish Enterprise**  
561-212-2954  
[starfishscuba.com](http://starfishscuba.com)

**Underwater Explorers**  
561-577-3326  
[diveboyntonbeach.com](http://diveboyntonbeach.com)

### Dining

**Two Georges Waterfront Grille**  
561-736-2717  
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561-424-4222  
[marinacafeboyntonbeach.com](http://marinacafeboyntonbeach.com)

**Banana Boat**  
561-732-9400  
[bananaboatboynton.com](http://bananaboatboynton.com)

### Parasailing

**Boynton Beach Parasailing**  
561-359-8359  
[boyntonbeachparasailing.com](http://boyntonbeachparasailing.com)

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561-865-7797  
[Gulfstreamboatclub.com](http://Gulfstreamboatclub.com)

**Intracoastal Boat & Jet Ski**  
561-735-0612  
[wavejumpers.com](http://wavejumpers.com)

**Limbo Charters Intracoastal Cruise**  
561-735-1433  
[limbocharters.com](http://limbocharters.com)

### Bait & Tackle

**Florida Native Bait & Tackle**  
561-738-2246

**Florida Tackle Company**  
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[floridatacklecompany.com](http://floridatacklecompany.com)

**Boynton Fisherman's Supply**  
561-736-0568  
[boynton-fishermans-supply.business.site](http://boynton-fishermans-supply.business.site)

### Drift Fishing

**Seamist III Drift Fishing**  
561-732-9974  
[seamist3.com](http://seamist3.com)

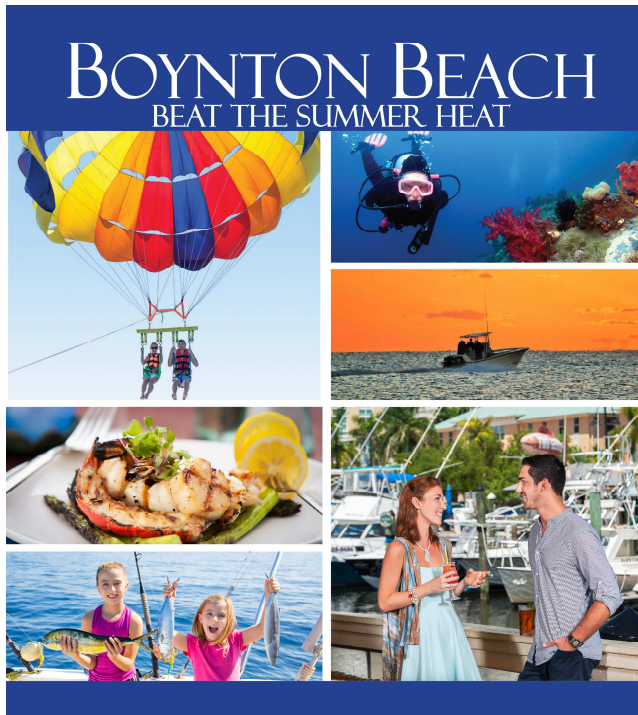


**Boynton  
Harbor  
Marina**  
735 CASA LOMA BLVD

FOR SHIP STORE &  
FUEL INFORMATION  
**561-735-7955**

**BOYNTON BEACH CRA**  
COMMUNITY REDEVELOPMENT AGENCY

## Exhibit D – Gateway Gazette



### Fishing Charters

Chip's Ahoy Charter  
561-436-1417  
chipsahoycharter.com

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bocaronfishingcharters.com

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gulfstreamboatclub.com

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wavejumpers.com

Limbo Charters Intracoastal Cruise  
561-735-1433  
limbocharters.com

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561-738-2246

Florida Tackle Company  
561-739-8523  
floridatacklecompany.com

Boynton Fisherman's Supply  
561-736-0568  
boynton-fishermans-supply.business.site

### Drift Fishing

Seamist III Drift Fishing  
561-732-9974  
seamist3.com

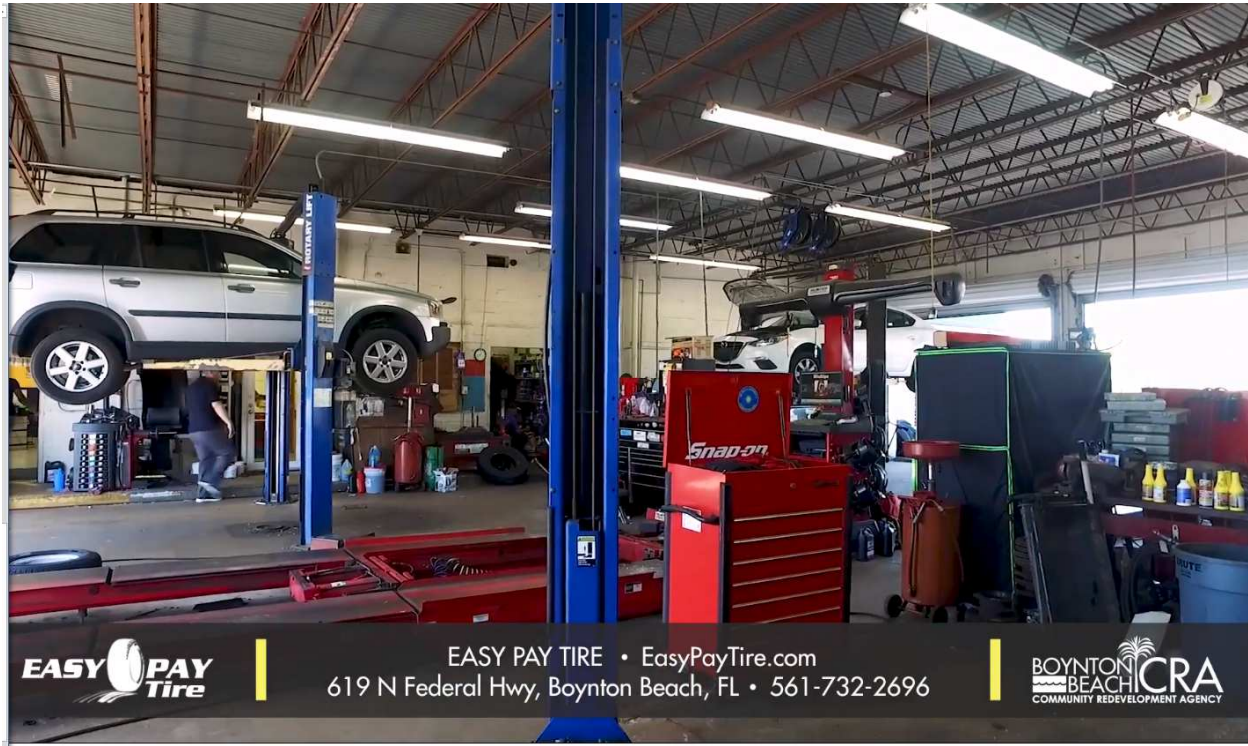


## Exhibit E – Social Media Video Ad Campaign





Exhibit E – Social Media Video Ad Campaign








**SCHOOLHOUSE CHILDREN'S MUSEUM** • [SchoolhouseMuseum.org](http://SchoolhouseMuseum.org)  
 129 East Ocean Ave, Boynton Beach, FL • 561-742-6780


**BOYNTON BEACH CRA**  
 COMMUNITY REDEVELOPMENT AGENCY





**SEA MIST III** • [WestPalmBeachFishingFL.com](http://WestPalmBeachFishingFL.com)  
 700 Casa Loma Blvd, Boynton Beach, FL • 561-732-9974



**BOYNTON BEACH CRA**  
 COMMUNITY REDEVELOPMENT AGENCY

## CRA Development Project Social Media Posts

### Facebook – Total Engagement: 1,435 (Likes, Comments, Shares, Clicks)

**Boynton Beach CRA**  
August 1 at 1:05 PM · 🌐

New Habitat for Humanity South Palm Beach County on NE 12th Ave. being built as we speak! This project was funded by the Boynton Beach CRA's Non-Profit Organization Grant Program Grant.



646  
People Reached

74  
Engagements

Boost Post

👍❤️ 25

2 Comments

👍 Like

💬 Comment


➦ Share

**Performance for Your Post**


646 People Reached

27 Reactions, Comments & Shares

23	23	0
Like	On Post	On Shares
2	2	0
Love	On Post	On Shares
2	2	0
Comments	On Post	On Shares
0	0	0
Shares	On Post	On Shares
47		
Post Clicks		
4	0	
Photo Views	Link Clicks	
NEGATIVE FEEDBACK		
0		
Hide Post		
0		
Report as Spam		
Reported stats may be delayed		

**Boynton Beach CRA**  
August 1 at 3:11 PM · 🌐

New homes are coming to the Heart of Boynton!  
#RedevelopmentWorks



1,245  
People Reached

123  
Engagements

Boost Post

👍❤️ 27

6 Shares

👍 Like

💬 Comment

➦ Share

**Performance for Your Post**


1,245 People Reached

38 Reactions, Comments & Shares

29	24	5
Like	On Post	On Shares
3	3	0
Love	On Post	On Shares
0	0	0
Comments	On Post	On Shares
6	6	0
Shares	On Post	On Shares
85		
Post Clicks		
0	80	5
Photo Views	Link Clicks	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 CRA

August 1 at 8:52 AM · 🌐

Check out the aerial view of Sara Sims Park! #Redevelopmentworks #CityofBoyntonBeach #BoyntonBeachCRA



City of Boynton Beach Recreation and Parks Department

July 31 at 9:46 PM · 🌐

Like Page

It's looking great from the sky! Sara Sims Park renovation = amazing! #ItStartsintheParks | #WeMakeLifeFun

Lori LaVerriere | City of Boynton Beach, Government | Boynton Beach CRA

676

45

People Reached

Engagements

👍👍

Beth Miskiewicz, Kristine Marie Ros and 13 others

1 Share

👍 Like

💬 Comment

↗ Share

⋮

Performance for Your Post

676 People Reached
18 Reactions, Comments & Shares


14	14	0
Like	On Post	On Shares
2	2	0
Love	On Post	On Shares
0	0	0
Comments	On Post	On Shares
2	1	0
Shares	On Post	On Shares
27 Post Clicks		
11 Photo Views	0 Link Clicks	

NEGATIVE FEEDBACK

0 Hide Post

0 Report as Spam


Reported stats may be delayed



Boynton Beach CRA

July 10 at 9:19 AM · 🌐

Town Square is on the way! Read more about the project here: <https://www.boynton-beach.org/town-square> | #RedevelopmentWorks



City of Boynton Beach, Government

July 9 at 9:06 PM · 🌐

Like Page

Three weeks ago this was one panel! Fast forward to this...City Hall/Library is taking shape!

#DowntownBoynton #TownSquareBoyntonBeach | Lori LaVerriere | B...

See More

1,028

163

People Reached

Engagements

👍👍

Nina Clark, Cindy McClain Nye and 43 others

2 Comments 8 Shares

👍 Like

💬 Comment

↗ Share

⋮

Performance for Your Post

1,028 People Reached
63 Reactions, Comments & Shares

40	40	0
Like	On Post	On Shares
5	5	0
Love	On Post	On Shares
2	2	0
Comments	On Post	On Shares
16	8	8
Shares	On Post	On Shares
100 Post Clicks		
8 Photo Views	19 Link Clicks	73 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 CRA

July 31 at 1:00 PM · 🌐

Located right in the Heart of Boynton, Sara Sims Park will be open very soon! #RedevelopmentWorks #BoyntonBeachCRA #CityofBoyntonBeach

1,643

People Reached

324

Engagements

Boost Post

👍❤️😮

36

💬

10 Comments

🔗

4 Shares

👍 Like


💬 Comment

🔗 Share

⋮

Performance for Your Post




1,643 People Reached		
73 Reactions, Comments & Shares		
30	28	2
Like	On Post	On Shares
6	6	0
Love	On Post	On Shares
2		
Wow		
30		
Comments		
5		
Shares		
251		
Post Views		
NEGATIVE FEEDBACK		
0		
Hide Post		
0		
Report as Spam		
Reported stats may be delayed from what appears on posts		



Boynton Beach CRA

July 30 at 12:30 PM · 🌐

City Hall is on its way! #RedevelopmentWorks #BoyntonBeachCRA #CityofBoyntonBeach

1,064

People Reached

145

Engagements

Boost Post

👍❤️😮

36

💬

10 Comments

🔗

4 Shares

👍 Like

💬 Comment

🔗 Share

⋮

Performance for Your Post

1,064 People Reached		
65 Reactions, Comments & Shares		
56	43	13
Like	On Post	On Shares
3	3	0
Love	On Post	On Shares
1	0	1
Wow	On Post	On Shares
0	0	0
Comments	On Post	On Shares
5	5	0
Shares	On Post	On Shares
80		
Post Clicks		
38	0	42
Photo Views	Link Clicks	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		

## Twitter — Total Engagement: 57 (Likes, Comments, Shares, Clicks)

### ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA  
Habitat for Humanity is building new homes in the Heart of Boynton!  
Check out this article to learn more - <http://bit.ly/2YGIfrH>  
#RedvelopmentWorks #Boynton  
#HabitatforHumanity [pic.twitter.com/L7cQ6AsfQk](http://pic.twitter.com/L7cQ6AsfQk)

Impressions

times people saw this Tweet on Twitter

91

### ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA  
It's #TransformationTuesday!  
Take a look at Marina Cafe's beautiful renovation.  
For more info on the CRA's Grants, visit our website here:  
[https://www.catchboynton.com/index.php?option=com\\_k2&view=item&layout=item&id=1269&Itemid=414](https://www.catchboynton.com/index.php?option=com_k2&view=item&layout=item&id=1269&Itemid=414) ...  
[pic.twitter.com/Lq1B7UsaEr](http://pic.twitter.com/Lq1B7UsaEr)

Impressions

times people saw this Tweet on Twitter

201

Total engagements

times people interacted with this Tweet

5

## ✕ Tweet Analytics

Catch Boynton Beach @BoyntonBeachCRA

Did you know that the Boynton Beach CRA provides grants to qualifying local businesses?

Give this article a read - <http://bit.ly/2KbHhzi>

#RedvelopmentWorks #BoyntonBeachCRA  
#BoyntonBeach

Impressions

128

times people saw this Tweet on Twitter

Total engagements

4

times people interacted with this Tweet

## ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA

New Habitat for Humanity Homes at NE 12th Ave being built as we speak! These homes are funded by CRA's Non-Profit Organization Grant Program grant! #Rdevelopmentworks #BoyntonBeachCRA #HabitatforHumanity [pic.twitter.com/HmOQmvNMdw](http://pic.twitter.com/HmOQmvNMdw)

Impressions

281

times people saw this Tweet on Twitter

Total engagements

6

times people interacted with this Tweet

## ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA  
It's #TransformationTuesday!  
Take a look at Monarch Pet Memorial Services beautiful transformation.  
For more info on the CRA's Grant Program, visit our website here:  
[https://www.catchboynton.com/index.php?option=com\\_k2&view=item&layout=item&id=1269&Itemid=414](https://www.catchboynton.com/index.php?option=com_k2&view=item&layout=item&id=1269&Itemid=414) ...  
[pic.twitter.com/vGXYF0LRds](https://pic.twitter.com/vGXYF0LRds)

Impressions 268  
times people saw this Tweet on Twitter

Total engagements 4  
times people interacted with this Tweet

## ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA  
Located right in the Heart of Boynton, Sara Sims Park will be open very soon! #RedevelopmentWorks #BoyntonBeachCRA  
#CityofBoyntonBeach [pic.twitter.com/Cx6SS08Eh8](https://pic.twitter.com/Cx6SS08Eh8)

Impressions 218  
times people saw this Tweet on Twitter

Total engagements 3  
times people interacted with this Tweet



## ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA  
Check out the progress of the amphitheater at #SarahSimsPark! Visit the CRA's website to learn more about our Redevelopment Projects! @boyntonbeachrec @cityofboynton #RedevelopmentWorks #BoyntonBeach pic.twitter.com/CmX9D0NuiW

Impressions

643

times people saw this Tweet on Twitter

Total engagements

16

times people interacted with this Tweet

## ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA  
Check out this aerial view of the almost completed Sara Sims Park. #RedevelopmentWorks #BoyntonBeachCRA #CityofBoyntonBeach #BoyntonBeach pic.twitter.com/U7UaPdP1da

Impressions

132

times people saw this Tweet on Twitter

## ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA  
The City of Boynton Beach new City Hall is going up quick!  
#RedevelopmentWorks #BoyntonBeachCRA #BoyntonBeach  
[pic.twitter.com/KS45n0dpNz](https://pic.twitter.com/KS45n0dpNz)

Impressions

times people saw this Tweet on Twitter

248

Total engagements

times people interacted with this Tweet

3

## ✕ Tweet Analytics



Catch Boynton Beach @BoyntonBeachCRA  
#BoyntonBeach #TownSquare is taking shape!  
@cityofboynton #RedevelopmentWorks  
[pic.twitter.com/1gR81Pgla2](https://pic.twitter.com/1gR81Pgla2)

Impressions

times people saw this Tweet on Twitter

812

Total engagements

times people interacted with this Tweet

9

## ✕ Tweet Analytics



### Catch Boynton Beach @BoyntonBeachCRA

Do you have questions about the City Hall redevelopment project in Boynton Beach? @cityofboynton has project updates that you can follow on their website - <http://boynton-beach.org/town-square>

#Reddevelopmentworks #CityofBoyntonBeach

[pic.twitter.com/4ny80W2a0M](http://pic.twitter.com/4ny80W2a0M)

Impressions

times people saw this Tweet on Twitter

113

Total engagements

times people interacted with this Tweet

2

## ✕ Tweet Analytics



### Catch Boynton Beach @BoyntonBeachCRA

Heads up! The Boynton Beach Womens Club will be available for rentals come 2020! Check out the new roof! Read more @ <http://bit.ly/2OKPT4C>

#Reddevelopmentworks #BoyntonBeachCRA #Weddingseason

[pic.twitter.com/stE1R9NZ55](http://pic.twitter.com/stE1R9NZ55)

Impressions

times people saw this Tweet on Twitter

71

Total engagements

times people interacted with this Tweet

5



## **CRA BOARD MEETING OF: August 13, 2019**

### **INFORMATION ONLY**

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#### **AGENDA ITEM: 8.B.**

##### **SUBJECT:**

Public Relations Articles Associated with the BBCRA

##### **SUMMARY:**

##### **Coastal Star:**

- July 10, 2019: Story coverage of the raising of the walls for the new City Hall (Attachment I)

##### **Palm Beach Post:**

- July 14, 2019: Article discussing the addition of the amphitheater to the Sara Sims Park Improvement Project (Attachment II)
- July 16, 2019: Article highlighting a new Haitian restaurant in the Boynton Beach CRA district - Ti Manmi's Kitchen located at 306 E. Boynton Beach Blvd (Attachment III)

##### **CRA BOARD OPTIONS:**

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

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##### **ATTACHMENTS:**

###### **Description**

- ▢ **Attachment I - Coastal Star Article**
- ▢ **Attachment II - Sara Sims Article**
- ▢ **Attachment III - Ti Manmi's Kitchen**





*A prefabricated four-story wall is lifted into place at the site of the old community center, across from the restored high school (far left) and Schoolhouse Children's Museum. Tim Stepien/The Coastal Star*

**By Jane Smith**

After 20 years of talking and planning, another three hours of delays seemed appropriate as residents waited to watch the first City Center wall go up in the Town Square project that officials hope will create a downtown for Boynton Beach.

"It's like waiting for Christmas," said Allan Hendricks, a landscape architect who lives in Boynton Beach. He was waiting for the 330-ton crane to slog across the muddy field on a rainy mid-June morning.

Thuy Shutt, assistant director of the Boynton Beach Community Redevelopment Agency, amazed a small group with her knowledge of concrete and how prefabricated walls can make the building process go quickly. She's an architect by training.

"Everyone in my office asked where I was going," Shutt said as she rushed out the door for the wall-raising. She was dressed for the rainy weather in black rubber boots.

Boynton Beach's elected leaders and city officials have talked about needing a city center, an official downtown, for about 20 years. Without a downtown plan and incentives, developers went to the Congress Avenue corridor for housing and retail opportunities.

The "Tilt Wall" event was promoted on social media and drew a small crowd of adults and children.

City and CRA staff attended, including the city manager, library director, public art manager, recreation and parks director and development director. The mayor and two city commissioners were there, along with a past mayor and his wife.

"What you'll see today," said Colin Groff, assistant city manager in charge of the Town Square project, "are four-story interior walls being raised. Then, the two-story exterior walls will be raised."

They are put together like Tinkertoys, he said.

The crane was able to raise an 82-ton, four-story wall by using four long cables that were attached at eight lift points.

The City Center will house the Boynton Beach government offices and the city library in a four-story building with 110,000 square feet.

The building is part of the \$250 million Town Square project, a public-private partnership between Boynton Beach and E2L Real Estate Solutions. The city's estimated share is \$118 million. The 16-acre area is bordered by Boynton Beach Boulevard on the north and Southeast Second Avenue on the south.

The City Center will be finished in May 2020, Groff said.

The renovation of the historic high school will be done in October. Its deadline was pushed back so that it won't open before it can be used for arts and cultural classes and banquets. Right now, the area has limited parking until a six-story garage can be built just south of the City Center.

Views: 26

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0 members like this

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Like 0

# The Palm Beach Post

## REAL NEWS STARTS HERE

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## Boynton CRA gives Sara Sims another \$44,000, park and amphitheater taking shape

By Emily Sullivan

Posted Jul 14, 2019 at 1:13 PM

Updated Jul 15, 2019 at 10:32 AM

BOYNTON BEACH — Costs to overhaul and revive Sara Sims Park in the Heart of Boynton now include another \$43,890 from the Community Redevelopment Agency to reimburse the city for resurrecting a steel amphitheater based on residents' requests.

The bill for the long-awaited Sara Sims Park project totals more than \$1.7 million. The amphitheater tacks one more resident-friendly element onto a plan that dates back nearly a decade.

"People have wanted an event space at the park," said Vice Mayor and CRA Vice Chair Justin Katz on Wednesday. He said compared to the benefits the amphitheater offers, the costs are small.

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

While the city is bankrolling more than half of Sara Sims project finances, the CRA will now pay no more than \$645,000, in part to reimburse the city for relocation and restoration of amphitheater materials. Those were salvaged from the Ocean Avenue amphitheater, which the city dismantled and stored as it cleared the way for the Town Square construction.

"It was a way to recycle something that had significant dollar value," Katz said.

Already, the amphitheater at Sara Sims is taking shape. At the park's west end, three white steel beams stand tall, connected by thinner horizontal supports that soon will bear a canvas canopy.

Gary Dunmyer, city engineer, said he pulled from city savings to start the amphitheater work before the CRA board approved the extra finances on Tuesday. Working on the project as a “team” with the CRA, he knew the money was there.

“We weren’t gonna relocate it if we didn’t have the money,” Dunmyer said. “Timing was the issue ... when, we didn’t know.”

Amphitheater costs were not included in the original project budget but residents in 2017 public meetings voiced desires for such a structure. Dunmyer called this addition “us responding to what the public has requested,” and said he anticipates the space will be “highly ... reserved” by residents.

“As soon as the CRA was able to find the additional funding, we were able to make it a reality,” Dunmyer said Thursday at Sara Sims.

Lake Worth Beach-based Homrich Corporation is taking the lead on the amphitheater work. The company took apart the former Ocean Avenue amphitheater, which was renovated in 2011 for more than \$317,000, and the city selected them to put it back together at Sara Sims, after obtaining quotes, according to city records.

Homrich is responsible for the Sara Sims amphitheater’s foundation, painted frame and 2-inch electric conduit, while others will handle electrical and canvas work.

Dunmyer said he has 11 contracts in total for park development and is considering bids for concrete work at the amphitheater’s base. He said he does not anticipate more reasons to boost finances for the project, which should be mostly finished next month with a grand opening in September.

In addition to an amphitheater, the park also will boast pavilions, ADA-compliance and five blue-light emergency stands.

Mack McCray, city commissioner and CRA board member, and Woodrow Hay, former mayor, both called the amphitheater reconstruction effort “money well spent.”

McCray said he sees the structure as a spot for cultural and service groups to perform and engage the community. "We want it to be used by the neighborhood [and] not only by the neighborhood, by everyone in Boynton," said McCray, a regular advocate on the dais for the park's opening.

"Really, by putting the amphitheater over there, it's like a plus ... it changes the atmosphere," McCray said. "It's gonna be an avenue to really reach out to the community."

>> READ: Town or residents? Who should fix (and pay for) a mangled Hypoluxo sea wall  
embankment

Some residents agreed the amphitheater could be an asset, including Vernell Strachan, who lives on the boulevard, and Ira Mosley, who lives down the road from the construction.

Mosley said he thinks the structure could help occupy local youngsters.

"At least they'll have somewhere to go," Mosley said. "At least they won't be gettin' into trouble."

Mosley's son, Ira Mosley Jr., lives in Delray Beach but visits his father in Boynton frequently. "I think it'll be good for the neighborhood because it'll give them something to do," he said, nodding again to local residents' lack of venues for entertainment.

Mosley's son nodded to officials' decision to spend on the park. "They need to spend some money on their neighborhood."

Mosley's friend, Terry Gammage, lives across the street from construction. "Everything's worth a shot," he said. "It just depends on how they hold up to it."

esullivan@pbpost.com

@emsulliv



# The Palm Beach Post

## REAL NEWS STARTS HERE

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Entertainment & Life

## Neighborhood gem: Boynton takeout restaurant offers Haitian home-style cooking

By Shirley Pierre

Posted Jul 16, 2019 at 7:03 AM

The Haitian population may be one of the fastest growing in the county, but that doesn't mean it's any easier to find local restaurants serving legit Haitian food here.

Maybe that's because Haitian-Americans like myself love our home cooking, or maybe we're just picky about our comfort food. I know in my case it's hard to beat my mom's cooking. (Her Haitian-style black mushroom rice, *diri ak djon djon*, is so good it makes me want to cry.) But when she raved about a takeout restaurant in Boynton Beach, a Haitian-owned place called Ti Manmi's Kitchen, I had to check it out.

What did I think of the place? Let's just say we drive down from West Palm Beach at least once a week, or sometimes even more, because it's that good.

I enjoy going there because they really give you a bang for your buck with their large portions. They have amazing lemonade that they make themselves, and it reminds me of my favorite childhood drink. They have a large variety of other drinks including Cola Couronne (a delicious fruit champagne soda), plus pineapple and watermelon sodas, all popular among Haitians.

### A SLIVER OF HAITI IN BOCA: How one chef's dishes made him an Instagram star

Ti Manmi's, which means "little mama's," is owned by Alex Jerome and Pharah "Jessica" Jerome, a Haitian-American Boynton couple in their 20s. They opened the restaurant in May 2018 in the space where another Haitian takeout spot operated. Their place serves breakfast, lunch and dinner daily. The menu includes homey favorites like labouyi (a cinnamon porridge), legume (a mixture of vegetables mashed and served with rice and beef or chicken), and whole fried fish, which is Ti Manmi's most popular dish.

The fish, usually yellowtail or red snapper, ranges from \$25 to \$30 and is usually prepared by 28-year-old Alex Jerome himself. To his customers and friends, he's known as "Chef Zoe." He started cooking about four years ago, taking inspiration from watching his mom at work in the kitchen.

"I love what I do," says the native of Haiti's Artibonite region who keeps a side job at Dunkin' Donuts.

But it's his mom, Marie Derivierre, who is the real force in the kitchen at Ti Manmi's.

"My mom has been a cook for over 10 years and worked at a couple different restaurants in Delray Beach, and people are in love with her food. Since I have a love for the industry and have someone to cook for me, I decided to make the dream come true," he told me when I visited some days ago.

Besides his mom and the restaurant's handful of workers, Jerome's sister, Kettia Dorvilma, also helps out. At times, Haitian music plays from a huge speaker right outside the restaurant, blessing the area with culture and authenticity.



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**SNEAKER SHOW & RAFFLE**

**POST GAME FIREWORKS**

**SATURDAY AUGUST 17TH**  
**GATES: 4:30 PM**  
**GAME: 6:30 PM**

**Miracle vs. JORDAN HANTRON'S**

The poster features a central image of a grey sneaker with a blue and red design. To the right of the sneaker are two yellow circles containing the text 'SNEAKER SHOW & RAFFLE' and 'POST GAME FIREWORKS'. Below the sneaker is a logo for 'Miracle vs. JORDAN HANTRON'S'. At the bottom, a yellow banner contains the event details and contact information.

**RELATED: Check out our restaurant database for great eats in your area**

Jerome's wife Jessica, 27, born in Saint-Marc, Haiti, is a good cook herself -- she learned from her grandmother as a child. But she leaves the restaurant cooking to Jerome, as she is a stay-at-home mom raising their two kids, Angelica, 5, and Aiden, 1. Having their own restaurant allows them more flexibility, she says.

"I get to spend more time with our kids," says Jessica.

With the benefits of owning a business there are of course, challenges. Jessica says customer service is a challenge of owning a restaurant: "You can never please everybody."

Alex Jerome tells me that the most challenging thing about owning a restaurant is the competition, including restaurants around Ti Manmi's.

To gain an edge, he offers a loyalty card program, a perk that not many Haitian restaurants offer. Through the program, when Ti Manmi's guests purchase five full plates, they receive \$4 off their sixth plate.

Alex says he has learned how to improve the restaurant's service from listening to customers and from working with franchises in the food industry.

He and Jessica's vision for the restaurant is to move to a bigger place and to own another location in Florida.

"Right now, our biggest challenge is that we don't have a big place, but it will come over time," he says. "We only have one goal, which is to please every customer that walks through our doors."

***Ti Manmi's Kitchen:*** 306 E. Boynton Beach Blvd., Boynton Beach; 561-810-8335

## What's for dinner tonight?

Not sure? Come on in and have a look at our collection of over 700 favorite Southern recipes.

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## CRA BOARD MEETING OF: August 13, 2019

### CRA PROJECTS IN PROGRESS

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#### AGENDA ITEM: 10.A.

##### SUBJECT:

CRA Economic Development Update

##### SUMMARY:

Below is a status report of the CRA's Economic Development Grant Program and Business Development activities for FY 2018-2019:

**FY 2018 - 2019 Economic Development Commercial Grants Budget: \$544,356**

**Grant Dollars Awarded Year-to-Date: \$240,804**

**Remaining Fund Balance: \$303,552**

List of CRA Board approved Economic Development Grants awarded year-to-date:

Business Name	Business Address	Business Type	Grant
Alchemy	640 E. Ocean Avenue, Unit 5	Hair Salon	Rent Reimbursement
Phairis Luxury	413 S. Federal Highway	Bridal Hair Boutique	Rent Reimbursement Property Improvement
Beach Tennis	625 S. Federal Highway	Retail	Rent Reimbursement
Novus Escape Room	458 N. Federal Highway	Entertainment	Rent Reimbursement
Fly & Flow Fitness, LLC	640 E. Ocean Avenue, Unit 20	Fitness	Rent Reimbursement
E & C's Beauty Experience, LLC	500 E. Ocean Avenue	Hair Salon	Property Improvement
Monnin Properties, LLC	611 NE 3rd Street	Commercial Building	Property Improvement
4rProducts, Inc.	332 W. Boynton Beach Boulevard	Retail	Rent Reimbursement Property

The Carly Corporation	802 N. Federal Highway	Commercial Building	Improvement Property Improvement Rent
Property Damage Consultants, Inc.	125 E. Boynton Beach Boulevard	Professional Office	Reimbursement Property Improvement
Alberta Associates, LLC d/b/a Benvenuto	1730 N. Federal Highway	Restaurant/Event Venue	Property Improvement Rent
Florida Tackle Company, Inc.	1550 N. Federal Highway, Unit 11	Retail	Reimbursement Property Improvement

**New Business Tax Receipts issued in June 2019 located within the CRA District:**

Business Name	Business Address	Business Type
Glowing Skin by Abby	413 S. Federal Highway	Health & Allied Services
Trudeau Herbs and Greens	815 W. Boynton Beach Boulevard	Office
Zala Multiservices LLC	1550 N. Federal Highway, Unit 14	Income Tax Service

**FISCAL IMPACT:**

FY 2018 - 2019 Budget, Project Fund 02-58400-444, \$554,356

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan

**CRA BOARD OPTIONS:**

No action required by the CRA Board at this time.

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## **CRA BOARD MEETING OF: August 13, 2019**

### **CRA PROJECTS IN PROGRESS**

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#### **AGENDA ITEM: 10.B.**

##### **SUBJECT:**

Sara Sims Park Project Update

##### **SUMMARY:**

Sara Sims Park Improvement Project construction update is provided in Attachment I along with progress photos as of August 7, 2019. The project is scheduled to be completed in early September 2019.

A site walk-thru was held on August 8, 2019 with CRA and City staff to identify minor punch-list items that will need to be addressed prior to final project closeout.

##### **FISCAL IMPACT:**

FY 2017-2018, Project Fund 02-58200-406: \$600,000 (Construction)

FY 2018-2019, Project Fund 02-58200-406: \$45,000 (Construction)

FY 2017-2018, Project Fund 02-58100-203: \$115,600 (Design)

##### **CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan, 2010 Sara Sims Park Master Plan

##### **CRA BOARD OPTIONS:**

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

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##### **ATTACHMENTS:**

###### **Description**

- ▣ **Attachment I - City Engineer Construction Update with Photos**

# Sara Sims Park Upgrades

---

AUGUST 7

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Public Works Engineering

Provided by: Gary Dunmyer, P.E.





## 8/8/19 Sara Sims Construction Update

Scheduled Completion: September 2019



### Project Substantial Components

- Pavilions
- Restroom
- Paving/Sidewalks
- Site Lighting
- Landscaping
- Performance Pavillion

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## Work in Progress

### Irrigation:

- Cemetery expansion to be completed in August
- Park and Cemetery Completed

### Security:

- Fiber optic cabling installed
- Call boxes – complete
- CCTV and PTZ cameras to be completed in 4-6 weeks

Decorative fencing – pedestrian access gates are the last items to be installed.

***The project is on schedule to be completed in early  
September***



## **CRA BOARD MEETING OF: August 13, 2019**

### **CRA PROJECTS IN PROGRESS**

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#### **AGENDA ITEM: 10.C.**

##### **SUBJECT:**

The Ocean Breeze East Project Update

##### **SUMMARY:**

Ocean Breeze East Project Update:

- July 15-30, 2019 - The Project's design professionals are responding to the Building Department's plan review comments and making required revisions
- June 28, 2019 - Formal submission of the Project's Building Permit Application to the City of Boynton Beach. City's plan and permit review process underway
- March 19, 2019 - Formal site plan application for the Ocean Breeze East Apartments project was approved by the City Commission. The developer/owner, Centennial Management Corp has begun final preparation of the construction and engineering plans for submission to the City of Boynton Beach Building Department
- February 26, 2019 - Formal site plan was presented to the Planning and Development Board
- January 22, 2019 - The Ocean Breeze East Apartment site plan went through its first formal City DART meeting to discuss Centennial Management Development Team's response to the City's 1st set of plan review comments
- Since the sale of the property in January 2018, CRA staff has been working with the Ocean Breeze East property owner, Lewis Swezy of Centennial Management, Corp., his development team, and design professionals to prepare the Ocean Breeze East Apartments site plan for formal application to the City of Boynton Beach
- Centennial Management submitted their formal Site Plan application to the City of Boynton Beach on December 5, 2018. Department staff must provide their review comments by December 12, 2018. The site plan review process should be completed in approximately four months

Centennial Management Development Team and CRA staff will continue to work together to provide responses to the City staff's comments and/or conditions of approval.

Other project information:

- Pre-bid cost estimates for construction: \$17,442,114 to be disbursed over 18-24 months
- Estimated construction start date: November 2019
- Estimated construction completion date(s): August-October 2021
- Estimated Operations Staff: 1 manager, 1 leasing agent, 1 A/C technician, 1 maintenance, 1

porter

- Cost of washer and dryer per unit: \$50 per month

**FISCAL IMPACT:**

Fiscal Year 2018-2019 Budget, Project Fund, 02-58200-406 : \$567,500

**CRA PLAN/PROJECT/PROGRAM:**

2016 Community Redevelopment Plan

**CRA BOARD OPTIONS:**

No action required on this item unless otherwise initiated by the CRA Board.

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## **CRA BOARD MEETING OF: August 13, 2019**

### **CRA PROJECTS IN PROGRESS**

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#### **AGENDA ITEM: 10.D.**

##### **SUBJECT:**

Historic Woman's Club of Boynton Beach (HWCBB) Project Update

##### **SUMMARY:**

The CRA Board approved entering into a contract with Specialized Property Services, Inc. (SPS) for the interior and exterior painting and waterproofing of the HWCBB on July 9, 2019. The contract was fully executed on July 30, 2019 and SPS's insurance and bond documents have been approved by CRA staff (see Attachment I and II). The pre-construction meeting was held on August 9, 2019 and work is anticipated to begin by August 19, 2019.

In addition to the new painting project, on May 8, 2019, the CRA hired Hartnett Building Group, LLC (HBG) to repair and/or replace 20 deteriorated windows and doors at the HWCBB in accordance to the CRA Procurement Policy (see Attachment III).

The window work was required in preparation for the Interior/Exterior Painting and Waterproofing of the building. Due to the severely deteriorated condition of the windows, the windows and doors had to be replaced. HBG completed the work on August 2, 2019. CRA staff performed an inspection on August 5, 2019 and is currently coordinating with the contractor on a few additional minor repairs that are needed prior to painting (e.g. drywall repairs and cracked glass panels, etc.). Other than the hardware installation, all work performed by HBG will be completed before SPS commences their painting and waterproofing of the building.

A sample of before/after photos of the replaced windows and door sashes are included as Attachment IV.

##### **FISCAL IMPACT:**

FY 2018-2019 Budget, Project Fund 02-58200-404: \$150,000

FY 2018-2019 Budget, General Fund 01-516-209: \$215,000

Southern Waste Authority (SWA) grant award, reimbursement funds: \$66,000

##### **CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan

##### **CRA BOARD OPTIONS:**

No further action is needed by the CRA Board unless otherwise directed.

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**ATTACHMENTS:****Description**

- ▯ **Attachment I - Specialized Property Services, Inc. Executed Contract for Interior/Exterior Painting and Waterproofing for HWCBB**
- ▯ **Attachment II - SPS Bond and Insurance Documents**
- ▯ **Attachment III - Hartnett Building Group, LLC Executed Contract for Windows and Doors Repair/Replacement at HWCBB**
- ▯ **Attachment IV - Sample Before/After Photos of HWCBB Completed Windows and Doors Replacement**



**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AGREEMENT WITH  
SPECIALIZED PROPERTY SERVICES, INC. FOR INTERIOR/EXTERIOR PAINTING AND  
WATERPROOFING FOR THE HISTORIC WOMAN'S CLUB OF BOYNTON BEACH**

THIS CONTRACT, ("Contract") made by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ("Owner"), and Specialized Property Services, Inc., a Florida Corporation, with a business address of 9605 E. US Highway 92, Tampa, FL 33610, ("Contractor"). Collectively, Owner and Contractor may be referred to as the Parties, and individually as a Party.

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, Owner and Contractor agree as follows:

**ARTICLE 1 SCOPE OF WORK**

1.1 Contractor shall perform and furnish all of the materials, tools, supplies, equipment and labor to perform the Scope of Work as described in Exhibit "A," at the Historic Woman's Club of Boynton Beach, 1010 S. Federal Highway, Boynton Beach, FL 33435 ("the Property").

1.2 Contractor will take measures to prevent and control dust and debris from encroaching on adjacent properties and adjacent rights-of-way.

1.3 Contractor is required to perform all work in accordance with applicable federal, state, county, and city laws and regulations. In addition, the Contractor is required to perform all work in accordance with generally recognized and safe industry standards.

1.4 Contractor hereby represents to Owner, with full knowledge that Owner is relying upon these representations when entering into this Contract with Contractor, that Contractor has the professional licenses, training, expertise, experience, and manpower to perform the services to be provided by Contractor pursuant to the terms of this Contract. Personnel performing on behalf of Contractor under this Contract shall not be employees of, or have any contractual relationship with, the Owner. All items within the Scope of Work shall be performed by the Contractor, or under Contractor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under federal, state, county and city law, to perform such work. Contractor warrants that all work shall be performed by skilled and competent personnel in accordance with all applicable federal, state and local professional and technical standards.

1.5 Contractor assumes professional and technical responsibility for performance of its services and goods to be provided under this Contract in accordance with recognized professional construction standards.

1.6 The Owner shall be responsible for the permit fees and costs associated with the issuance any permits necessary to complete the Scope of Work required pursuant to this Contract.

1.7 Contractor may hire subcontractors to perform parts of the Scope of Work; however, prior to hiring any subcontractors the Contractor must first provide Owner with a list of names of proposed subcontractors for approval. Owner has the right to prohibit Contractor from hiring a particular subcontractor. Owner shall have five business days from the receipt of the list of proposed subcontractors to inform the Contractor whether the hiring of a certain



subcontractor is prohibited; if Owner does not respond within the five business days, the Contractor may proceed with hiring the subcontractors on the list.

## **ARTICLE 2 OWNER'S REPRESENTATIVE**

21 Owner's Representative for this Contract shall be the Boynton Beach Community Redevelopment Agency's Assistant Director, or designee.

22 Owner's Representative shall have general supervision and direction of the work. He/She has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He/She shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions that arise in the execution of the work.

23 Owner's Representative shall, upon presentation to him/her, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract.

## **ARTICLE 3 CONTRACT PRICE**

3.1 Owner hereby agrees to pay Contractor for the faithful performance of this Contract, and for work as directed by Owner the sum of Two Hundred Forty-One Thousand Six Hundred Twenty-Four and 00/100 Dollars (\$241,624.00) ("the Contract Price"). The Contract Price is based on the Cost Breakdown found in Exhibit "B," plus a ten (10) percent Owner's Contingency Fee for use in addressing unforeseen conditions or Owner-requested modifications. The Contract Price is all-inclusive for the work being performed by Contractor, and the Owner shall not be responsible for the payment of any additional fees, unless the Parties enter into a written amendment to this Contract which is executed by both Parties. The Contractor's mobilization, reduction in productivity, utilization, removal of debris, associated tipping fees, and restoration of the Property are all included in the Contract Price. Any additional work to be performed by Contractor shall be agreed to by the Parties and authorized pursuant to a written amendment to this Contract executed by both Parties.

32 Within 10 calendar days of receipt from Contractor that the Project is ready for final inspection and acceptance, Owner (including any consultant or agent thereof) will inspect the Project. If Owner deems the Project is acceptable, Owner will authorize Contractor to execute the Warranty of Title and Final Receipt, the forms of which are found in Exhibit "D." Contractor shall then execute and submit the Warranty of Title and Final Receipt to Owner.

33 In order to receive payment, the Contractor will invoice the Owner for the work performed by sending the invoice to Owner's Representative. Contractor must submit all required documentation required by Contract, releases of lien, and record documents along with the invoice in order for the invoice request to be deemed complete and considered for payment. All payments shall be made in compliance with Section 218.70, et seq., Florida Statutes ("Local Government Prompt Payment Act"). No payment made by Owner under this Contract shall be conclusive evidence of the performance of this Contract by the Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Contractor's obligations under this Contract.

34 Payment to Contractor shall be in the form of a check made payable to: Specialized Property Services, Inc., 9605 E. US Highway 92, Tampa, FL 33610.

## **ARTICLE 4 PROTECTION OF PROPERTY**

4.1 At all times during the performance of this Contract, the Contractor shall protect the Property (which term includes all improvements thereon, as well as and including vehicles, driveways, streets, grass, landscape, etc.), from all damage whatsoever related to or arising from the work being carried out pursuant to this Contract.

4.2 The Contractor shall erect and maintain all necessary barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. Should it become necessary for Contractor to close any roads, it shall coordinate such closure in advance with the Owner and the City of Boynton Beach ("City") to avoid traffic disruption and interference with the delivery of fire and police services.

4.3 The Owner reserves the right to request a stop work order from the City, directed to the Contractor, for unsatisfactory performance of any obligations of this Contract, at any time the Owner determines the Contractor is not meeting the expectations of this Contract, or any breaches by Contractor of its obligation to protect property and the Property pursuant to this Contract.

## **ARTICLE 5 CONTRACTOR'S INDEMNIFICATION**

5.1 The Contractor agrees to protect, defend, indemnify, and hold harmless the Owner, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind, including court costs, reasonable attorney's fees, and paralegal expenses, at both the trial and appellate levels, in connection with or arising directly out of the work agreed to be performed herein or otherwise related to this Contract. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Contractor, or any of the Contractor's agents, servants, or employees during the performance of the work pursuant to this Contract, the Owner may, through its officials, withhold such payments, to the extent permitted by the Local Government Prompt Payment Act, as long as it may deem necessary for the indemnity of the Owner as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth. Nothing in this Contract shall be deemed to affect the rights, privileges, and sovereign immunities of the Owner as set forth in Section 768.28, Florida Statutes.

5.2 The parties recognize that various provisions of this Contract, including but not necessarily limited to this Article, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to indemnification provision shall survive the term of this Contract and continue in full force and effect as to the Contractor's

responsibility to indemnify and other protections described in Article 5.

## **ARTICLE 6 BONDS AND INSURANCE**

6.1 Bonding will be required as specified in Exhibit "C."

6.2 The Contractor shall provide and maintain in force at all times during the Contract with the Owner such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance as will assure to the Owner the indemnification and other protections described in Article 5 undertaken by the Contractor, including the following:

- a. Workers' Compensation Insurance to apply to all of the Contractor's employees in compliance with the "Worker's Compensation Law" of the State of Florida and applicable Federal Laws. In addition, the policy must include Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per disease.
- b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and \$1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include \$1,000,000 aggregate on products and completed operations; and \$2,000,000 general aggregate.  
Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06, as Filed by the Insurance Services Office and must include:
  - i. Premises and/or Operations
  - ii. Independent Contractors
  - iii. Broad form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification contract.
  - iv. Personal Injury Coverage with employee and contractual exclusions removed.
  - v. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Boynton Beach Community Redevelopment Agency with thirty (30) days written notice of cancellation, restriction or change of insurer.
- c. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles, and employee non-ownership with limits of not less than \$1,000,000 per occurrence.

6.3 Contractor shall ensure that its insurance provides adequate coverage consistent with all of its obligations under of this Contract.

6.4 A Certificate of Insurance acceptable to the Owner shall be provided listing the above coverages and providing 30 days prior written notice to the Owner in the case of cancellation, restriction or change of insurer. Should Contractor permit any required coverage to lapse, Owner may, but is not required to, immediately terminate this Contract. The Owner shall be named as an additional insured on all policies of insurance, and Contractor will provide a waiver of subrogation on all policies. The following information must be included in the Certificate of Insurance for the additional insured:

Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor. Contractor shall provide proof of coverage by its subcontractors upon Owner's request.

## **ARTICLE 7 WARRANTIES**

Contractor warrants to the Owner for a period of one (1) year that all work performed pursuant to this Contract shall be constructed in accordance with Scope of Work and this Contract, and that all materials and equipment incorporated into any work covered by this Contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted. The warranty shall remain in effect for one (1) year from the date of final acceptance by the Owner. The Owner shall give notice of observed defects with reasonable promptness. Defects in material, workmanship or equipment which are remedied as a result of obligations of the Contractor shall subject the remedied portion of the work to an extended warranty period of an additional one (1) year after the defect has been remedied.

## **ARTICLE 8 MISCELLANEOUS**

8.1 The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants and obligations contained in the Contract.

8.2 Public Records. The Owner is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

- a. Keep and maintain public records required by the Owner to perform as described in this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Owner.
- d. Upon completion of the Contract, transfer, at no cost, to the Owner all public records in possession of Contractor or keep and maintain public records required by the Owner to perform the service. If Contractor transfers all public records to the Owner upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's

custodian of public records, in a format that is compatible with the information technology systems of the Owner.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 710 North Federal Highway, Boynton Beach, Florida 33435; or [SimonM@bbfl.us](mailto:SimonM@bbfl.us)**

The Contractor also understands that Owner may disclose any document in connection with performance of the work or this Contract, so long as the document is not exempt or confidential and exempt from public records requirements.

8.3 Legal Representation; Jointly Drafted. The Parties declare that the terms of this Contract have been read and are fully understood. The Parties understand that this is a binding legal document, and it is further acknowledged that each Party has been advised to seek legal representation concerning the matters herein and had the opportunity to be represented by counsel in the preparation of this Contract. Accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein. This Contract shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof.

8.4 Records. Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Owner and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Owner of any fees or expenses based upon such entries.

8.5 Assignments; Amendments. Contractor shall not assign, transfer or otherwise encumber, under any circumstances, this Contract or any interests herein without the prior written consent of Owner. For purposes of this Contract, any change of ownership of Contractor shall constitute an assignment which requires Owner approval; otherwise, Owner may, at its option, terminate this Contract with no further liability. However, this Contract shall run to the Owner and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all Parties to this Contract.

8.6 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate the Contract without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.7 Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power and has been duly authorized to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this

Contract.

8.8 Exhibits; Invitation to Bid. Each Exhibit referred to in this Contract forms an essential part of this Contract. The exhibits if not physically attached should be treated as part of this Contract and are incorporated herein by reference. In the event of a conflict between the portion of this Contract above the signatures and an exhibit, the terms of the portion of the Contract above the signatures shall prevail. In addition, Contractor agrees to be bound by all terms and conditions found in the Invitation to Bid for Interior/Exterior Painting and Waterproofing of the Historic Women's Club of Boynton Beach issued June 3, 2019 ("ITB") which is hereby incorporated herein. In the event of a conflict between the ITB and any other provision of this Contract, the other provisions of this Contract shall control.

8.9 Severability. If any provision of this Contract or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

8.10 Governing Law; Venue. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard for conflict of law principles. Venue and jurisdiction for all purposes shall be in in Palm Beach County, Florida, to which the Parties expressly agree and submit.

8.11 Extent of Contract. This Contract represents the entire and integrated Contract between the Owner and the Contractor concerning the subject matter herein and supersedes all prior and contemporaneous negotiations, representations, understandings, or Contracts, of any kind or nature, either written or oral.

8.12 Waiver. Failure of the Owner to insist upon strict performance of any provision or condition of this Contract, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect. Owner may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Contract, but such waiver shall be deemed effective only if the waiver is in writing executed by all Parties and shall not be deemed a continuing waiver unless specifically so stated. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein and shall not be deemed a continuing or future waiver. This paragraph shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

8.13 Protection of Property. At all times during the performance of this Contract, the Contractor shall protect the Property and all other real and personal property of Owner from all damage whatsoever related to the work being carried on under this Contract.

8.14 Counterparts and Transmission. To facilitate execution, this Contract may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

8.15 No Discrimination. Neither the Owner nor the Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Contract.

8.16 Survival. The provisions of this Contract regarding indemnification, waiver, insurance, records, public records, binding authority, shall survive the expiration or termination of this Contract and remain in full force and effect.

## **ARTICLE 9 TERM; TERMINATION; LIQUATED DAMAGES**

9.1 Effective Date and Termination. This Contract will become effective at the date and time that the last party signs this Contract. Unless earlier terminated pursuant to this Contract, this Contract will automatically terminate 30 days after receipt of Contractor's last invoice or no later than January 1, 2020, whichever occurs first. Nothing in this paragraph shall be construed so as to affect the Owner's right to cancel or extend the Work pursuant to this Contract.

9.2 Contractor agrees to obtain all required permits and any necessary approvals from any governmental agency for the Scope of Work no later than forty-five (45) days following execution of the Contract by the Owner, and complete the work required pursuant to this Contract no later than ninety (90) days following the issuance of all required approvals and permits for the construction of the improvements, or ninety (90) days following the effective date of this Contract if no permits and any necessary approvals are required. The time for completion may be extended for an additional period not to exceed sixty (60) days pursuant to written authorization executed by the Owner's Executive Director. Any additional extensions of the time for completion are subject to the execution of a written amendment to this Contract, approved by the Owner Board. Extensions of time shall only be granted based upon circumstances that occur beyond the control of the Contractor, or for the convenience of the Owner.

9.3 It is expressly understood and agreed that the Owner may terminate this Contract, in total or in part, without cause or penalty, at any time upon written notice delivered to Contractor. In the event the Contract is terminated, the Owner's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the Owner may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services. It is also expressly understood that this paragraph means the Owner may remove a portion of the Scope of Work at any time without cause or penalty, and may adjust the Contract Price accordingly. In the event a portion of the Scope of Work is removed, the Owner's sole obligation to the Contractor in regards to that portion removed shall be payment for services for work previously authorized and performed.

9.4 Liquidated Damages: Upon the failure of Contractor to complete the work within the time specified, plus approved extensions, if any, the Contractor shall pay to Owner the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) for each and every calendar day that the completion of the work is delayed beyond the time specified in this Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Owner as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete its obligations under this Contract on time. Owner shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount retained by Owner is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages, subject to applicable restrictions in the Local Government Prompt Payment Act.



## ARTICLE 10 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For Owner: Michael Simon, Executive Director  
710 N. Federal Highway  
Boynton Beach, FL 33435  
Telephone Number: (561) 600-9091  
Facsimile Number: (561) 737-3258

Copy to: Tara Duhy, Esq.  
Lewis Longman & Walker, P.A.  
515 North Flagler Drive, Suite 1500  
West Palm Beach, FL 33401  
Telephone Number: (561) 640-0820


For Contractor: Specialized Property Services, Inc.  
9605 E. US Highway 92 East  
Tampa, FL 33610  
Telephone Number: (813) 246-4274  
Facsimile Number: (813) 514-2794

## ARTICLE 12 DEFAULT

If either Party defaults by failing to perform or observe any of the material terms and conditions of this Contract, the Party not in default shall provide written notice of such default to the defaulting Party. The defaulting Party shall then have five calendar days to cure such default. If the default is not cured within the five day period, the Party giving notice of default may terminate this Contract through written notice to the other Party. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year written below.

OWNER: Boynton Beach Community Redevelopment Agency

  
Steven B. Grant, Chair

Date: 7/30/2019

STATE OF FLORIDA                     )  
   )  
COUNTY OF PALM BEACH            )



The foregoing instrument was acknowledged before me this 30th day of July, 2019 by Steven B. Grant, as Chair of the Boynton Beach Community Redevelopment Agency, who is personally known to me.

Theresa Utterback  
NOTARY PUBLIC

My Commission Expires:



CONTRACTOR:  
Specialized Property Services, Inc.

By: [Signature]  
Print Name: DANIEL G. MARTUCCI  
Title: ASST. MGR.

Date: 7/26/19

STATE OF FLORIDA )  
COUNTY OF ~~PALM BEACH~~ )  
Hillsborough

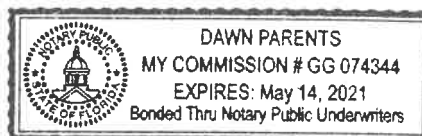
ORIGINAL

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Daniel G. Martucci, as President authorized to do business in the State of Florida, and acknowledged executed the foregoing Contract as the proper official of Specialized Property Services, for the use and purposes mentioned in it and that the instrument is the act and deed of that company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 26 day of July, 2019.

[Signature]  
NOTARY PUBLIC

My Commission Expires: May 14, 2021



## EXHIBIT "A"

### PROJECT LOCATION AND SCOPE OF WORK

**Project Location (Property):** 1010 S. Federal Highway, Boynton Beach, FL 33435  
Property Control Number: 08-43-45-28-24-000-0040

**Location Map:**



**SCOPE OF WORK**  
**GENERAL CONDITIONS, SERVICES PROVIDED AND**  
**SUPPLEMENTAL REPAIR & RESTORATION**  
**PRODUCT INFORMATION**

Contractor will provide Painting (Interior and Exterior) and Waterproofing Services for the Historic Woman's Club of Boynton Beach located at 1010 South Federal Highway, Boynton Beach, FL 33435. The building and property are listed on the National Register of Historic Places and have a local historic preservation designation. For these reasons, the Owner desires to set a standard for quality materials and a cost associated with the aforementioned services. It is the intent of the Owner to have Contractor install proper materials using the proper application with the proper preparation.

Owner must approve all substitute or equivalent materials or processes. Contractor shall provide all labor, equipment, supplies, products, materials, transportation, and supervision necessary to perform the services requested in this contract. In addition to any specifications or requirements contained in this contract, all work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

**GENERAL CONDITIONS**

**A. INCLUSIONS**

1. Interior Paint Cost includes bathroom stalls and elevator trim.
2. Interior Paint Cost includes all ceilings with the exception of the kitchen drop ceiling and second floor pecky cypress vaulted ceiling. The second floor pecky cypress vaulted ceiling is an additional items as listed on the Exhibit "B," Schedule of Costs.
3. Interior Paint Cost includes the second floor stage area. The stage area is to be painted black as specified and approved by Owner.
4. Interior Paint Cost includes all rooms upstairs and downstairs (including all storage areas/closets and office).
5. Interior Paint Cost includes elevator mechanical room located outside on Southeast side of building.
6. Interior Paint Cost includes interior storage area under stairwell (adjacent to east side of kitchen). Must be properly cleaned and primed with a mold resistant primer and painted as specified in Attachment 1.
7. Interior Paint Cost includes the metal railing and handrails located in the Northeast exit stairwell.
8. Interior/Exterior Paint Cost includes doors, windows and door/window trims and putty restoration.
9. Exterior Paint Cost includes exterior building surfaces and the garden wall located on the west side of the building.

**B. MISCELLANEOUS**

1. Spray and back rolling will be required for primer/paint applications.
2. Prior to spray application, notification shall be given 48 hours in advance for all vehicles to be removed from area of possible overspray. All precautions will be taken to avoid overspray of material. Dripped or splattered paint shall be promptly removed. All paint will be removed where it has been spilled, splashed, or splattered on all surfaces, including floors, fixtures, equipment, furniture, etc., leaving the work ready for inspection.
3. Areas that contain lead cannot be handled such that the lead becomes airborne. These areas must be properly prepared, primed and painted.
4. Window and door hardware:

- a. If painted, paint over.
  - b. If not painted, mask and protect (no painting over).
  - c. French door brass sliding locks must be removed prior to painting and reinstalled.
5. All wall and ceiling mounted fixtures (interior/exterior) must be masked and protected prior to painting.
  6. All electrical plates (light switch plates and electrical outlet plates) must be removed prior to painting and being reinstalled.
  7. All furniture must be protected prior to painting.
  8. Flooring must be protected prior to painting.
  9. All vents, grills, ducts, and wire moldings on walls or ceilings shall be painted.
  10. All window treatments, including wood shutters, screens, and frames must be removed and discarded (patch all holes prior to painting).
  11. All code-required labels (such as UL and Factory Mutual, equipment ID, performance rating, name or nomenclature plates) shall not be painted over.
  12. Interior/exterior decorative metal work (two interior gates, interior stair handrails, interior metal railing on second floor lobby, small exterior gate on Southwest side of building, exterior decorative metal window guards, and exterior property gate on Federal Highway) must be protected prior to painting. The removal of previous coatings and application of recommended new coating system on interior/exterior metal work listed above is an optional item to bid as listed on the Bid Tender Form.
  13. Stairwell floor/stairs on Northeast side of the building is to be painted and included in Bid Price.
  14. Bids to include cost of two sets of color options and paint mockups.
  15. Gutters must be protected and not painted.
  16. Copper flashing must be protected and not painted.
  17. All balcony decks (2<sup>nd</sup> floor – east, west & south side of building) must be protected and not painted.
  18. All leftover paint/product cans must be properly marked (example: interior walls, exterior wall, ceilings, exterior trim, etc.) for Owner.
  19. Material/Product Specifications – Manufacturers - Basis of Design: Subject to compliance with requirements, provide Sherwin-Williams Company products indicated or comparable product from one of the following:
    - a. Benjamin Moore & Co.
    - b. PPG Architectural Finishes, Inc.
- Requests for substitutions will be considered.

### **SERVICES PROVIDED**

#### **C. PREP WORK**

1. Work shall conform to the American Society for Testing and Products (ASTM) Standards. For each product type listed in **Section 1.02 A-D** below, the following Standard Procedures must be followed when doing Prep Work.
2. **Sealant Replacement**
  - a. Remove existing sealant and clean all surfaces to receive new sealant. Verify that the existing surfaces along the joints are clean, dry, frost-free, secured and properly prepared. Depending upon the substrate, or presence of dust, loose concrete or laitance, waterproofing, etc., the joint surface may require a thorough wire brushing, grinding, solvent cleaning, and/or priming. All surfaces must be properly prepared in strict accordance with the Manufacturer's specifications, and to the satisfaction of the OWNER.
  - b. Properly mask adjoining surfaces to prevent contact of primer/sealant with surfaces that could be permanently stained or damaged by such contact, or by cleaning methods required to



remove primer/sealant smears.

- c. Install new backer rod to provide support of sealant during application, and at a position required to produce the cross-sectional shapes and depths relative to joint widths, which allow optimum sealant movement. Do not leave gaps between ends of backer rod. Do not stretch, twist, puncture, or tear backer rod. Immediately remove any backer rod that has become wet prior to sealant application, and replace with dry products.
- d. Where backer rod cannot be used, install bond breaker tape in between sealant and back of joint, to prevent third-side adhesion.
- e. Prime joint substrates as recommended by the Manufacturer, based upon adhesion tests performed specifically for the substrate. Apply primer in strict compliance with Manufacturer's recommendations. Take care to confine primer to areas of joint sealer bond, and no spillage or migration onto adjoining surfaces.
- f. Ensure that all weep holes in the window frames are left exposed and effective. Any weep holes found to be clogged will be cleaned as necessary to allow for proper expulsion of moisture from within the window frame systems.
- g. Install sealant by the proven techniques that result in sealant directly contacting and fully wetting joint substrates, completely filling each joint configuration. Provide uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- h. Application nozzle should be kept in the sealant and moved in a continuous motion (to provide a steady flow of sealant preceding the nozzle) in order to avoid air entrapment. Overlapping of sealant shall also be avoided, to eliminate the entrapment of air.
- i. Immediately after sealant application and prior to skinning and curing, properly tool sealant to form a smooth, uniform bead, to eliminate air pockets and ensure proper contact and adhesion of sealant with sides of the joint. Tooling agents which discolor sealants or adjacent surfaces shall not be utilized.

### **3. Metal/Wood Surfaces**

- a. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- b. Stains and Marks: Remove completely, if possible, using products and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
- c. Mildew, Algae, and Fungus: Remove using products and methods recommended by coating manufacturer.
- d. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- e. Remove or protect hardware, electrical equipment plates, lighting fixture trim, and other items not indicated to receive coatings which are adjacent to surfaces to receive coatings.
- f. Disconnect equipment adjacent to surfaces indicated to receive coatings.
- g. Move equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
- h. Protect surfaces not indicated to receive coatings which are adjacent to surfaces indicated to receive coatings.
- i. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated products, using only methods and products recommended by coating manufacturer, and as follows:
- j. Existing Coatings:
  - 1. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.

2. If presence of lead in existing coatings is suspected, cease surface preparation of existing coating and notify Owner immediately.
- k. Ferrous Metals, Unprimed: Remove rust or scale, if present, by wire brush cleaning, power tool cleaning, or sandblast cleaning; remove grease, oil, and other contaminants which could impair coating performance or appearance by solvent cleaning, with phosphoric-acid solution cleaning of welds, bolts and nuts; spot-prime repaired welds with specified primer.
- l. Ferrous Metals, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.
- m. Galvanized Steel: Wipe down surfaces using clean, lint-free cloths saturated with mineral spirits or lacquer thinner; wipe dry using clean, lint-free cloths.
- n. Stainless Steel: Clean surfaces by pressurized steam, pressurized water, or solvent washing.
- o. Wood:
  1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
- p. PVC:
  1. Polyvinyl Chloride (PVC) Pipe: Remove ink markings by wiping down with clean-lint-free cloths saturated denatured alcohol.

#### **D. EXTERIOR PRESSURE WASHING**

1. Clean stucco surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the stucco. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must used in strict accordance with the manufacturer's specifications protecting adjacent materials.
2. All plants, shrubbery and other building or structure decorations shall be protected at all times and not damaged during the cleaning process.
3. Make sure all outlets are sealed and covered prior to pressure washing to prevent any water and detergent from leaking through
4. Make sure all cracks or gaps are patched prior to pressure cleaning so water is not forced through cracks, behind the stucco and into the walls.
5. Tri-sodium phosphate, simple green, denatured alcohol or a mild soap solution shall be used in the cleaning process depending on manufactures recommendations.
6. Wire brush all metal to remove surface rust and repair rusted areas before pressure cleaning.
7. Set the water blaster between One Thousand Five Hundred to Two Thousand Five Hundred (1,500-2,500) psi for exterior wall surfaces and test in an inconspicuous area before applying to visible area to adjust the pressure down as necessary to prevent damage to stucco. Use a 30-degree nozzle or tip.
8. Tampico brushes (or approved equivalent) shall be used.
9. All surfaces to be cleaned will be pre-wet then the solution applied and allowed to set 3 to 5 minutes before rinsing.
10. The wand end shall be held no closer than two feet (2') from the building or structure and sprayer down to a 45-degree angle to avoid damage to mortar joints.
11. All exterior surfaces shall be cleaned in this manner on the entire building or structure.
12. On areas of heavy staining a second wash shall be required to ensure all debris is removed prior to the waterproofing application.

**E. EXTERIOR SAND BLASTING (if applicable and approved by Owner)**

1. Surface Cleaning: Prepare the surface to be free of foreign product in reference to sand or gravel, lack of binder.
2. Sand blasting: Prepare surface by sand blasting, a system of cutting or abrading a surface such as concrete by a stream of sand ejected from a nozzle at high speed by compressed air; often used for cleanup of horizontal construction joints or for architectural exposure of aggregate.

**F. INTERIOR/EXTERIOR STRIPPING (if applicable and approved by Owner)**

1. Stripping: Removal of rust, existing coatings or thin layers of pay product by mechanical or chemical means. Shot blasting, sand blasting or stripping by chemicals must be self-contained, have proper pedestrian safety and fully cleaned up work area after procedure each day. Completely remove old finish to substrate before applying new coating systems.
2. Stripping shall include removal of any surface rust or rust build up to properly prepare for coating. Any surface rust must be properly treated, and rusted through areas must be properly repaired and patched

**G. INTERIOR/EXTERIOR WINDOW JOINTS & CONTROL JOINTS** Remove all deteriorated caulking, grind out joints, clean, prime all contact joints, install new closed cell backer rod/bond breaker tape as needed, and install new specified modified urethane sealants on all control and window joints.

1. Cut or rake out cracked/deteriorated mortar joints (as approved by the Owner) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away/remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.
2. Verify that all joints to be repainted are clean and properly prepared.

**H. EXTERIOR PAINTING SURFACES**

1. Pressure clean all exterior surfaces; repair all deficient or deteriorated surfaces.
2. Clean and repair all exterior surfaces properly per the appropriate specification outlined in **Supplemental Repair & Restoration Information Items A-E** below.
3. Patching and Caulking- All door jambs and exterior window casings shall be properly caulked. Minor puttying and filling may be necessary on trim and door jambs. Urethane caulk shall be used on all exterior surfaces unless directed otherwise. All construction joints, expansion joints, window and door perimeters shall be carefully inspected for caulking deterioration, loss of adhesion, cracking or loss of properties. Failing caulking shall be removed and the area cleaned prior to re-caulking to assure desired adhesion to both surfaces. In the areas listed above, there may be no caulking or sealant at all. If this condition does exist, the area shall be cleaned prior to caulking to ensure adhesion. A neoprene rope shall be installed as a back-up surface if openings are more than 1/4 inch. Prior to commencing the painting operation, repairs shall be made to all existing exterior defective caulking.
4. Allow repairs and repair primer to dry sufficiently.
5. Prime all surfaces as specified in Attachment 1.
6. Paint all surfaces as specified in Attachment 1.
7. Paint color and finish (ie, egg shell, satin, semi gloss, gloss) must be approved by Owner

**I. INTERIOR PAINTING SURFACES**

1. Clean all interior surfaces, repair all deficient or deteriorated surfaces.
2. Clean and repair all interior surfaces properly per the appropriate specification outlined in **Supplemental Repair & Restoration Information Items A-D** below.
3. Patching and Caulking- All door jambs, baseboards, and interior window casings shall be properly caulked with Acrylic Siliconized Latex Caulk unless otherwise specified or specifically

excluded. Minor puttying and filling may be necessary on trim and door jambs. All construction joints, expansion joints, window and door perimeters shall be carefully inspected for caulking deterioration, loss of adhesion, cracking or loss of properties. Failing caulking shall be removed and the area cleaned prior to re-caulking to assure desired adhesion to both surfaces. In the areas listed above, there may be no caulking or sealant at all. If this condition does exist, the area shall be cleaned prior to caulking to ensure adhesion. A neoprene rope shall be installed as a back-up surface if openings are more than 1/4 inch. Prior to commencing the painting operation, repairs shall be made to all existing interior defective caulking.

4. Allow repairs and repair primer to dry sufficiently.
5. Prime all surfaces as specified in Attachment 1.
6. Paint all surfaces as specified in Attachment 1.
7. Paint color and finish (i.e., egg shell, satin, semi-gloss, gloss) must be approved by Owner

#### **J. WOOD FLOOR REFINISH**

1. Sweep, vacuum, and clean all flooring surfaces.
2. Repair all deficient or deteriorated flooring surfaces.
3. Sand/grind or buff smooth all wood flooring surfaces, utilizing a handheld power edge sander tight against the walls, corners, and doorways. All sanders used shall have a vacuum and dust bag system to minimize the amount of dust left behind.
4. Once sanding is completed, clean all flooring surfaces properly to remove all the dust from the floor, molding, and walls. Wipe down walls and moldings using a damp cloth to remove any residue. Use a vacuum with a dust filter to remove dust.
5. Allow repairs to dry sufficiently.
6. Wipe entire floor surface with a tack cloth.
7. Coat all surfaces with oil-based polyurethane. Oil-based polyurethane product specifications not included in Attachment 1.
8. Stain color and finish (i.e., eggshell, satin, semi-gloss, gloss) must be approved by Owner.

#### **K. PECKY CYPRESS CEILING (2<sup>ND</sup> FLOOR-Theater Ceiling) AND BOXED-IN TRUSS PANELING**

1. Repair all deficient or deteriorated areas.
2. Sand any peeling areas with #220 sand grit. All sanders used shall have a vacuum and dust bag system to minimize the amount of dust left behind.
3. Once sanding is completed, properly vacuum/clean/remove all dust from pecky cypress ceiling. Use a vacuum with a dust filter to remove dust.
4. Allow repairs to dry sufficiently.
5. Coat with Polyshades One Step Urethane.
6. Polyshades color and finish (i.e., eggshell, satin, semi-gloss, gloss) must be approved by Owner.

#### **L. PROJECT/PROPERTY PROTECTION AND CLEAN UP**

1. **Project/Property Protection and Preparation:**
  - a. Protect all areas surrounding working space from excessive debris. In addition, protect all areas above, below, and adjacent to the work area from the migration of all contaminants.
  - b. Conduct an inspection of the work areas prior to the commencement of work, and notifying the Owner, in writing, of any observed existing damage to mechanical, plumbing, electrical, windows, screens, metal coping, or other systems which may be affected by the work.
2. **Project/Property Clean Up**
  - a. Clean all areas around where work was performed. Clean windows. Remove debris/litter due to the work provided under the ITB on the property and neighboring properties. Contractor is

to remove all of their owner debris/litter/garbage from the premises, including empty paint/product cans and containers.

- b. It is recommended that photographs be taken by the contractor of any damaged sidewalks, asphalt pavement or exterior building or landscape damage prior to start of any work. The contractor will be responsible for the replacement or repair of any damage to the exterior of the building, landscaping, concrete sidewalks or asphalt paved parking surfaces. The entire building and grounds will be inspected by the Owner and any damage shall be repaired by Contractor as part of the Scope of Work.

## **SUPPLEMENTAL REPAIR & RESTORATION**

### **PRODUCT INFORMATION**

#### **A. SEALANT, WATERPROOF, REPAIR AND RESTORATION PRODUCTS**

1. **All materials shall be the products specified for use on this project. Requests for product substitutions by the Contractor must be accompanied by documentation from the manufacturer, stating that the substitute product is suitable use on this project and stamped by a licensed, registered Florida Engineer. Actual test data must be submitted to ensure the requested substitute product performs and meets the technical performance requirements of the specified product. Any work awarded shall conform to the American Society for Testing and Products (ASTM) Standards.**

#### **B. POLYURETHANE SEALANT PRODUCTS (for joints/gaps/holes/cracks)**

1. Tuff Stuff (or approved equivalent). One part, non sag, 100% modulus polyurethane sealant meeting ASTM C719, capable of 550% Elongation per ASTM D412 and Tensile Strength of 175 psi. and physically and chemically acceptable for the intended use; colors to be selected by the Owner from Manufacturers standard color selection.
2. Tuff Stuff (or approved equivalent) Primer; By same manufacturer as polyurethane sealant; suitable for substrate and existing conditions; submit manufacturer's literature, spec. data, and recommendations (based upon adhesion tests) to the Owner for approval.
3. Joint Backing/Bond Breaker:
  - a. Backer Rod: Closed - Cell polyethylene foam: size to fit application
  - b. Bond Breaker Tape: Adhesive-backed polyethylene tape; size to fit application
4. Plastic Weep Tubes with Screens: Suitable for joint size and application; compatible with polyurethane sealant; submit sample to the Owner for approval.

#### **C. STUCCO WATERPROOF PRODUCTS (for joints/gaps/holes/cracks)**

1. Emulsified Acrylic Coating: Tuff-Coat (or approved equivalent) for damp proofing and beautifying all types of exterior and interior masonry surfaces such as concrete, brick work, stucco and exterior insulation finishing systems. Tuff-Coat (or approved equivalent) has the following physical properties: Tensile Strength: 160 psi (ASTM D-2370), Elongation: 585% (ASTM D-2370), Water Vapor Permeability @ 10 mils: 20 Perms (ASTM D-1653), Solids by Volume: 47.4%
2. Urethane Sealant: Tuff-Coat (or approved equivalent) single-component polyurethane sealant for joints and cracks in masonry surfaces.
3. Cement-based patching compound: Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching product designed to patch concrete surfaces where quick permanent repairs are desired.
4. Epoxy-based patching compound: Fill-Loc (or approved equivalent) is a two-component, VOC compliant, 100% solids epoxy patching product designed to make repairs to small surface imperfections prior to applying a thin coating.



5. Epoxy-based primer: Uni-Prime is a water based, two-component, VOC compliant, epoxy primer design to prep general surfaces to be coated.
6. Polyester Tape: Dura-Walk Polyester Tape is a fusion bonded fabric polyester designed to be a reinforcement fabric over cracks or joints.
7. Misc. Accessories: All items incorporated into this system shall be compatible with and approved by coating manufacturer.

NOTE: Allow additional product for rough or irregular surfaces and up to 5% for product loss during application.

#### **D. STUCCO REPAIR PRODUCTS (for joints/gaps/holes/cracks)**

1. Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching product designed to patch concrete surfaces where quick and permanent repairs are needed. Flexural strength 3x4x16" at 550psi, compressive strength of 1 hour = 200psi and 28 days = 8,500 psi. Repair products shall be used to repair / replace large areas of Stucco or CMU Block. The repair products shall be as the original manufacturer used on this building. A close match shall be achieved. A small area shall be done on the window panels and other areas, allowed to cure then inspected and approved before proceeding.
2. Fill-Loc Crack Repair (or approved equivalent) a two component, 100% epoxy concrete patching product for vertical and horizontal surface imperfections. Flexural strength per ASTM D790 of 8,045 psi, tensile strength of ASTM D638 of 5,600 psi, Compressive strength of ASTM D638 of 7,410 psi.

#### **E. MATERIAL/PRODUCT SPECIFICATIONS**

1. The same Material/Product Specifications contained in the for Interior/Exterior Painting and Waterproofing at the Historic Woman's Club at Boynton Beach issued June 3, 2019 (ITB) is hereby incorporated herein in the Scope of Work.

## EXHIBIT "B"

### SCHEDULE OF COSTS

Price includes all materials, prep work, equipment, transportation and labor necessary for the completion of the work described in Exhibit "A" Scope of Work - General Conditions, Services Provided and Supplemental Repair & Restoration Product Information.

<i>Item #</i>	<i>Item Description/Services</i>	<i>Price (\$)</i>
	<b><i>SURFACE PREPARATION</i></b>	
1	<i>Pressure Washing</i>	1,974.00
2	<i>Sand Blasting-if applicable</i>	N/A
3	<i>Stripping-if applicable</i>	N/A
	<b><i>EXTERIOR PAINTING SURFACES</i></b>	
4	<i>Exterior Stucco Cleaning, Restoration- Repair, Waterproofing &amp; Prep Work</i>	1,863.00
5	<i>Exterior Stucco Surfaces Prime &amp; Paint</i>	19,937.00
6	<i>Exterior Wood Surfaces Restoration- Repair, Waterproofing, Putty Restoration &amp; Prep Work (doors, windows &amp; trims)</i>	4,086.00
7	<i>Exterior Wood Surfaces Prime &amp; Paint (doors, windows &amp; trims)</i>	45,379.00
8	<i>Exterior Decorative Columns Cleaning, Restoration-Repair, Seal, Prime &amp; Paint</i>	310.00
	<b><i>INTERIOR PAINTING SURFACES</i></b>	
9	<i>First Floor Walls &amp; Ceilings Cleaning, Restoration-Repair, Prep Work, Prime &amp; Paint</i>	19,901.00
10	<i>First Floor Wood Surfaces (doors, windows, baseboards &amp; trims) Cleaning, Restoration-Repair, Caulking &amp; Prep Work</i>	2,911.00
11	<i>First Floor Wood Surfaces (doors, windows, baseboards &amp; trims) Prime &amp; Paint</i>	7,015.00
12	<i>Second Floor Walls &amp; Ceilings (does not include Pecky Cypress Ceiling and Boxed-in Truss Paneling) Cleaning, Restoration-Repair, Prime &amp; Paint</i>	8,528.00
13	<i>Second Floor Wood Surfaces (doors, windows, baseboards &amp; trims) Cleaning, Restoration-Repair, Caulking &amp; Prep Work</i>	2,347.00
14	<i>Second Floor Wood Surfaces (doors, windows, baseboards &amp; trims) Prime &amp; Paint</i>	5,733.00
15	<i>Stairwell Floor/Stairs on NE side of Building</i>	5,494.00
	<b><i>TOTAL (Sum of Items #1-15)</i></b>	<b>\$125,478.00</b>

<i>Item #</i>	<i>Item Description/Services</i>	<i>Price (\$)</i>
	<b>ADDITIONAL ITEMS</b>	
16	<i>Refinish Wood Floor (First Floor)</i>	\$ 17,500.00
17	<i>Refinish Wood floor (Second Floor and Stairs)</i>	\$ 43,375.00
18	<i>Removal of previous coatings from interior metal handrails, railing and gates, and finish with recommended coating system</i>	\$ 14,938.00
19	<i>Removal of previous coatings from exterior decorative window guards and gates/fencing and finish with recommended coating system</i>	\$ 4,850.00
20	<i>Second Floor Pecky Cypress Ceiling and Boxed-in Truss Paneling</i>	\$ 13,517.00
	<b>TOTAL (Sum of Optional Items #16-20)</b>	<b>\$ 94,180.00</b>
	<b>TOTAL PROJECT SUM (Sum of Items #1-20)</b>	<b>\$219,658.00</b>
21	<i>Owner's Contingency (10%)</i>	\$ 21,966.00
	<b>TOTAL CONTRACT SUM</b>	<b>\$241,624.00</b>

## **EXHIBIT "C"**

### **BONDS AND INSURANCE REQUIREMENTS**

The Owner may be referred to as the CRA in this Exhibit C.

#### **CONTRACTOR'S BONDS:**

- C.1. Contractor shall upon delivery of the executed Contract to the CRA furnish Performance Bonds and Payment Bonds, each in an amount equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract as well as full payment of all laborers and subcontractors. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract. Each Bond shall be furnished in an amount equal to or greater than 100% of the amount of the Contract Price. The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CRA, and consistent with Section 255.05, Florida Statutes. The Surety shall be a nationally recognized Surety Company acceptable to the CRA, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, V.S. Treasury Department, for projects not exceeding (\$500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935. The Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued. The bond must be recorded as provided in Section 255.05, Florida Statutes, and a certified copy of the recorded bond must be provided to the CRA before work commences. No payments shall be made unless and until a recorded copy is provided to the CRA, as required by Section 255.05, Florida Statutes, and this Contract. The bond shall be deemed a statutory bond.
- C.2. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph C.1. of this Exhibit C, Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph C.1. Contractor's failure to timely furnish a substitute surety shall constitute a material breach of the Contract and shall give the CRA the immediate right to terminate the Contractor for cause in accordance with the Contract.

## SURETY PERFORMANCE AND PAYMENT BOND

Bond No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address and phone number are \_\_\_\_\_, as Contractor under the Contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and the Boynton Beach Community Redevelopment Agency (CRA), whose principal address and phone number are \_\_\_\_\_ for the interior/exterior painting and waterproofing for the Historic Woman's Club of Boynton Beach, located at 1010 S. Federal Highway, Boynton Beach, FL (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, as Surety, whose principal business address and telephone number are \_\_\_\_\_ the sum of (U.S. dollars) \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Performs all the work under the Contract Principal and Owner for the Project, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract , including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Project provided for in the Contract; and
3. Pays CRA all losses, damages, including damages for delay, expenses, costs and attorneys' fees, including appellate proceedings, that CRA sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 1 year after completion of the Project under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within 1 year after completion of the Project pursuant to the Contract , except this time period may be extended as provided for in Section 255.05(10), Florida Statutes, or contracted as provided for in Section 255.05(2), Florida Statutes;

then this bond is void; otherwise it remains in full force.

In the event that Principal shall fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the CRA to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time, shall be deemed to be in default fifteen days after receipt of an additional written demand by the CRA to correct the Principal's default, and the CRA shall be entitled to enforce any remedy against Surety available to the CRA including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the



CRA. This Bond does not limit the CRA's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_ day of \_\_\_\_\_ 2019.

CONTRACTOR

\_\_\_\_\_  
(Contractor Name)

BY: \_\_\_\_\_  
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

SURETY:

\_\_\_\_\_  
Name:

(Copy of Agent's current Identification  
Card as issued by State of Florida  
Insurance Commissioner must be  
Attached)

(CORPORATE SEAL)

By: \_\_\_\_\_  
Name  
Attorney-in-Fact

**LIMITED POWER OF ATTORNEY**

and

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

hereby grants the Boynton Beach Community Redevelopment Agency (CRA) Power of Attorney to insert the date of execution on the Contract, surety bonds to the Contract and Contract entitled, \_\_\_\_\_

In Witness Whereof, we have hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Principal (SEAL)

Witnesses:

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) \_\_\_\_\_ (type of identification) (as identification).

\_\_\_\_\_  
Signature and Stamp of Notary Public

**EXHIBIT "D"**

**WARRANTY OF TITLE AND FINAL RECEIPT**

The Owner may be referred to as the CRA in this Exhibit D.

**WARRANTY OF TITLE**  
(For Invoice Payments)

STATE OF FLORIDA )  
 ) SS CONTRACTOR: \_\_\_\_\_  
COUNTY \_\_\_\_\_)

**HISTORIC WOMAN'S CLUB OF BOYNTON BEACH INTERIOR/EXTERIOR PAINTING AND  
WATERPROOFING  
1010 S. FEDERAL HIGHWAY  
BOYNTON BEACH, FLORIDA**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ (the "Affiant"), who after being duly sworn, says that he is the "CONTRACTOR", pursuant to an Agreement (the "Agreement") dated \_\_\_\_\_, 2019, with the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the "CRA"), for the supply of certain labor and/or materials (the "Scope of Work" as that term is described in Article 1 of the Contract), to certain property, as shown and described in the Contract, subsequent addenda or Change Orders, and on behalf of the Contractor makes the following warranties:

- I. The CONTRACTOR warrants that it has fully completely in accordance with the plans and specifications therefore, that portion of the work and Project, pursuant to the Contract (the "Completed Project") covered by the attached Invoice.
- II. The CONTRACTOR further warrants and represents that:
  1. All subcontractors, vendors, material men, suppliers and other parties of whatever kind of nature who are entitled to payment from the CONTRACTOR for providing labor and/or materials to the CONTRACTOR pursuant to the Agreement as of the date in the last previous request for payment have been paid in full and therefore have delivered to the CONTRACTOR validly executed Partial Release of claims with respect thereto.
  2. Title to all materials and equipment covered by the attached Invoices dated \_\_\_\_\_, 2019, passes to the CRA at the time of payment free and clear of all liens.

(Contractor) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Title) \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature and Stamp of Notary Public

**FINAL RECEIPT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says as follows:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation or Firm)

a \_\_\_\_\_ corporation which is named in Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019  
between said corporation as the CONTRACTOR and the BOYNTON BEACH COMMUNITY REDEVELOPMENT  
AGENCY (the CRA) for the construction of:

**HISTORIC WOMAN'S CLUB OF BOYNTON BEACH INTERIOR/EXTERIOR PAINTING AND  
WATERPROOFING  
1010 S. FEDERAL HIGHWAY  
BOYNTON BEACH, FLORIDA**

2. CONTRACTOR has fully completed all construction and work under the Contract for the Project and Title to all work, materials and equipment under the Contract passes to the CRA at the time of final payment, free and clear of all liens, and all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Contract.

3. Receipt by CONTRACTOR of the final payment from the CRA in the amount of \$ \_\_\_\_\_ shall constitute a full release and discharge by CONTRACTOR to the CRA and the City of Boynton Beach of all claims or liens of CONTRACTOR against the CRA arising out of, connected with, or resulting from performance of the Contract, including full payment for all extra work and material furnished by the undersigned in the construction of said improvements.

4. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

Affiant Contractor

Signed and sealed in  
the presence of :

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature and Stamp of Notary Public

## SURETY PERFORMANCE AND PAYMENT BOND

Bond No 41K000005  
Contract No. \_\_\_\_\_

By this Bond, We Specialized Property Services, Inc., as Principal, whose principal business address and phone number are 9605 US Highway 92 East, Tampa, FL. 33610 - (813) 985-4455, as Contractor under the Contract dated July 30, 2019, between Principal and the Boynton Beach Community Redevelopment Agency (CRA), whose principal address and phone number are 710 N. Federal Highway, Boynton Beach, FL. 33435 - (561) 737-3256 for the interior/exterior painting and waterproofing for the Historic Woman's Club of Boynton Beach, located at 1010 S. Federal Highway, Boynton Beach, FL (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and The Ohio Casualty Insurance Company, as Surety, whose principal business address and telephone number are 9721 Executive Center Dr., St. Petersburg, FL. 33702 - (727) 822-5610 the sum of (U.S. dollars) \$241,624.00 -----, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Performs all the work under the Contract Principal and Owner for the Project, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Project provided for in the Contract; and
3. Pays CRA all losses, damages, including damages for delay, expenses, costs and attorneys' fees, including appellate proceedings, that CRA sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 1 year after completion of the Project under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within 1 year after completion of the Project pursuant to the Contract, except this time period may be extended as provided for in Section 255.05(10), Florida Statutes, or contracted as provided for in Section 255.05(2), Florida Statutes;

then this bond is void; otherwise it remains in full force.

In the event that Principal shall fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the CRA to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time, shall be deemed to be in default fifteen days after receipt of an additional written demand by the CRA to correct the Principal's default, and the CRA shall be entitled to enforce any remedy against Surety available to the CRA including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or



equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the CRA. This Bond does not limit the CRA's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 31 day of July 2019.

CONTRACTOR

Specialized Property Services, Inc.

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

Name: David B. Shick, Attorney-In-Fact &  
Licensed FL Resident Agent #A241176

(Copy of Agent's current Identification  
Card as issued by State of Florida  
Insurance Commissioner must be  
Attached)

(CORPORATE SEAL)


SURETY:

The Ohio Casualty Insurance Company

By:

Name  
Attorney-in-Fact

David B. Shick, Attorney-In-Fact &  
Licensed FL Resident Agent #A241176

<b>FLORIDA DEPARTMENT OF FINANCIAL SERVICES</b>	
<b>DAVID BRYAN SHICK</b>	
License Number : A241176	
<b>Resident Insurance License</b>	<b>Issue Date</b>
•0220 - GENERAL LINES (PROP & CAS)	02/18/1992
	
Jimmy Patonakis Chief Financial Officer State of Florida	



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8200633-969456**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David B. Shick; Brandy Baich

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of February, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 27th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Baldwin Krystyn Sherman 4010 W Boy Scout Blvd Suite 200 Tampa FL 33607	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 813-984-3200 <b>E-MAIL ADDRESS:</b> certificates@bks-partners.com <b>FAX (A/C, No):</b> 813-984-3201
<b>INSURED</b> Specialized Property Services, Inc. 9605 E. Hwy 92 Tampa, FL 33610	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Insurance Co. <b>INSURER B:</b> First Liberty Insurance Corporation <b>INSURER C:</b> Travelers Property Casualty Ins. Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
1SPECPRO	<b>NAIC #</b> 23043 33588 36161

**COVERAGES****CERTIFICATE NUMBER:** 1923015972**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB7Z91462399019	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS6Z91462399069	4/15/2019	4/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		ZUP31N1223819NF	4/15/2019	4/15/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y	WC6Z91462399059	4/15/2019	4/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: Historic Woman's Club of Boynton Beach, 1010 South Federal Highway, Boynton Beach, FL 33435  
Boynton Beach Community Redevelopment Agency is additional insured on the General Liability with respects to ongoing and completed operations on a primary and non-contributory basis, as required by written contract, subject to the terms and conditions of the policy. Designated Insured applies to Automobile Liability per written contract. Umbrella Liability follows form. Waiver of Subrogation applies in favor of the Certificate Holder on all policies as required by written contract, subject to the terms and conditions of the policy. 30 day notice of cancellation of applies, except 10 day notice for nonpayment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Boynton Beach Community Redevelopment Agency  
710 North Federal Highway  
Boynton Beach FL 33435

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **CONTRACT**

THIS CONTRACT, ("Contract") is made by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ("Owner"), and HARTNETT BUILDING GROUP, LLC, a Florida Limited Liability Corporation, with a business address of 101 Avenue D, Fort Pierce, FL 34950, ("Contractor"). Collectively, Owner and Contractor may be referred to as the Parties, and individually as a Party.

### **WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, Owner and Contractor agree as follows:

## **ARTICLE 1 SCOPE OF WORK**

1.1 The Contractor shall perform and furnish all of the materials, tools, supplies, equipment and labor to perform the Scope of Work, as described in Exhibit "A", at the Historic Woman's Club of Boynton Beach at 1010 S. Federal Highway, Boynton Beach, Florida (the "Property").

1.2 Contractor will take preventive measures to prevent and control dust and debris from encroaching on adjacent properties and adjacent right-of-way.

1.3 Contractor is required to perform all work in accordance with applicable federal, state, county, and city laws and regulations. In addition, the Contractor is required to perform all work in accordance with generally recognized and safe industry standards.

1.4 Contractor hereby represents to Owner, with full knowledge that Owner is relying upon these representations when entering into this Contract with Contractor, that Contractor has the professional licenses, training, expertise, experience, and manpower to perform the services to be provided by Contractor pursuant to the terms of this Contract. Personnel performing on behalf of Contractor under this Contract shall not be employees of, or have any contractual relationship with, the Owner. All items within the Scope of Work shall be performed by the Contractor, or under Contractor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to perform such work. Contractor warrants that all work shall be performed by skilled and competent personnel in accordance with all applicable federal, state and local professional and technical standards.

1.5 Contractor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional construction standards.

1.6 The Owner shall be responsible for the permit fees and costs associated with the issuance any permits necessary to complete the Scope of Work required pursuant to this Contract.

## ARTICLE 2 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative for this Contract shall be the Boynton Beach Community Redevelopment Agency's Assistant Director, or designee.

2.2 The Owner's Representative shall have general supervision and direction of the work. He/She has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He/She shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

2.3 The Owner's Representative shall, upon presentation to him/her, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract.

## ARTICLE 3 CONTRACT PRICE

3.1 The Owner hereby agrees to pay Contractor, for the faithful performance of this Contract, the total sum of **Twenty Four Thousand Two Hundred Ten Dollars and Sixty Seven Cents (\$24,210.67)** (the "Contract Price"). The Contract Price is based on the Cost Breakdown found in Exhibit "A", plus a ten (10) percent Owner's Contingency Fee for use in addressing unforeseen conditions or Owner-requested modifications. The Contract Price is all-inclusive for the work being performed by Contractor, and the Owner shall not be responsible for the payment of any additional fees, unless the Parties enter into a written amendment to this Contract which is executed by both Parties. The Contractor's mobilization, reduction in productivity, utilization, removal of debris, associated tipping fees, and restoration of the Property are all included in the Contract Price. Any additional work to be performed by Contractor shall be agreed to by the Parties and authorized pursuant to a written amendment to this Contract executed by both Parties.

3.2 Once the work is completed and accepted by Owner, in order to receive payment, the Contractor will invoice the Owner for the work performed by sending the invoice to Owner's Representative. Contractor must submit, along with the invoice in order for the invoice request to be deemed complete and considered for payment. All payments shall be made in compliance with Section 218.70, et seq. ("Local Government Prompt Payment Act"). No payment made by Owner under this Contract shall be conclusive evidence of the performance of this Contract by the Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Contractor's obligations under this Contract.

3.3 Payment to Contractor shall be in the form of a check made payable to:

HARTNETT BUILDING GROUP, LLC

## ARTICLE 4 PROTECTION OF PROPERTY

4.1 At all times during the performance of this Contract, the Contractor shall protect the Property from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, etc., related to or arising from the work being carried out pursuant to this Contract.



4.2 The Contractor shall erect and maintain all necessary barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. Should it become necessary for Contractor to close any roads during any period, it shall coordinate such in advance with the Owner and the City of Boynton Beach (City) to avoid traffic disruption and interference with the delivery of fire and police services.

4.3 The Owner reserves the right to request a stop work order from the City, directed to the Contractor, for unsatisfactory performance of any obligations of this Contract, at any time the Owner determines the Contractor is not meeting the expectations of this Contract, or any breaches by Contractor of its obligation to protect property pursuant to this Contract.

## **ARTICLE 5 CONTRACTOR'S INDEMNIFICATION**

5.1 The Contractor agrees to protect, defend, indemnify, and hold harmless the Owner, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind, including court costs, reasonable attorney's fees, and paralegal expenses, at both the trial and appellate levels in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Contractor, or any of the Contractor's agents, servants, or employees during the performance of the work pursuant to this Contract, the Owner may, through its officials, withhold such payments to the extent permitted by the Local Government Prompt Payment Act, as long as it may deem necessary for the indemnity of the Owner as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth. Nothing in this Contract shall be deemed to affect the rights, privileges, and sovereign immunities of the owner as set forth in Section 768.28, Florida Statutes.

5.2 The parties recognize that various provisions of this Contract, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification

provision shall survive the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

## **ARTICLE 6 INSURANCE**<sup>[NL1]</sup>

6.1 The Contractor shall provide and maintain in force at all times during the Contract with the Owner such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance as will assure to the Owner the protection contained in the foregoing indemnification undertaken by the Contractor, including the following:

- a. Workers' Compensation Insurance to apply to all of the Contractor's employees in compliance with the "Worker's Compensation Law" of the State of Florida and applicable Federal Laws. In addition, the policy must include Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per disease.
- b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and \$1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include \$1,000,000 aggregate on products and completed operations; and \$2,000,000 general aggregate.

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06, as Filed by the Insurance Services Office and must include:

  - i. Premises and/or Operations
  - ii. Independent Contractors
  - iii. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification contract.
  - iv. Personal Injury Coverage with employee and contractual exclusions removed.
  - v. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Boynton Beach Community Redevelopment Agency with thirty (30) days written notice of cancellation and/or restriction.
- c. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$300,000 per occurrence.

6.2 Contractor shall ensure that its insurance provides adequate coverage consistent with all of its obligations under of this Contract.

6.3 A Certificate of Insurance acceptable to the Owner shall be provided listing the above coverage's and providing 30 days prior written notice to the Owner in the case of cancellation,

restriction, or change of insurer. Should Contractor permit any required coverage to lapse, Owner may, but is not required to, immediately terminate this Contract. The Owner shall be named as an additional insured on all policies of insurance, and Contractor will provide a waiver of subrogation on the Workers' Compensation/Employees Liability Policy. The following information must be included in the Certificate of Insurance for the additional insured:

Boynton Beach Community Redevelopment Agency  
710 N. Federal Highway  
Boynton Beach, FL 33435

Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage's or policy limits of any subcontractors will be the sole responsibility of the Contractor. Contractor shall provide proof of coverage by its subcontractors upon Owner's request.

## **ARTICLE 7 WARRANTIES**

Contractor warrants to the Owner for a period of one (1) year that all work performed pursuant to this Contract shall be constructed in accordance with Scope of Work and this Contract, and that all materials and equipment incorporated into any work covered by this Contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted. The warranty shall remain in effect for one (1) year from the date of final acceptance by the Owner. The Owner shall give notice of observed defects with reasonable promptness. Defects in material, workmanship or equipment which are remedied as a result of obligations of the Contractor shall subject the remedied portion of the work to an extended warranty period of an additional one (1) year after the defect has been remedied.

## **ARTICLE 8 MISCELLANEOUS**

8.1 The Owner and the Contractor each binds itself its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract.

8.2 Public Records. The Owner is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

- a. Keep and maintain public records required by the Owner to perform as described in this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the Owner.
- d. Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of Contractor or keep and maintain public records required by the Owner to perform the service. If Contractor transfers all public records to the Owner upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 710 North Federal Highway, Boynton Beach, Florida 33435; or [SimonM@bbfl.us](mailto:SimonM@bbfl.us)**

The Contractor also understands that Owner may disclose any document in connection with performance of the Work or this Contract, so long as the document is not exempt or confidential and exempt from public records requirements.

8.3 Legal Representation; Jointly Drafted. The Parties declare that the terms of this Contract have been read and are fully understood. The Parties understand that this is a binding legal document, and it is further acknowledged that each Party has been advised to seek legal representation concerning the matters herein and had the opportunity to be represented by counsel in the preparation of this Contract. Accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein. This Contract shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof.

8.4 Records. Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Owner and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect



entries in such books and records will be grounds for disallowance by Owner of any fees or expenses based upon such entries.

8.5 Assignments; Amendments. Contractor shall not assign, transfer or otherwise encumber, under any circumstances, this Contract or any interests herein without the prior written consent of Owner. For purposes of this Contract, any change of ownership of Contractor shall constitute an assignment which requires Owner approval; otherwise, Owner may, at its option, terminate this Contract with no further liability. However, this Contract shall run to the Owner and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by Parties to this Contract.

8.6 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate the Contract without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.7 Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power and has been duly authorized to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

8.8 Exhibits. Each Exhibit referred to in this Contract forms an essential part of this Contract. The exhibits if not physically attached should be treated as part of this Contract and are incorporated herein by reference. In the event of a conflict between the portion of this Contract above the signatures and an exhibit, the terms of the portion of the Contract above the signatures shall prevail.

8.9 Severability. If any provision of this Contract or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

8.10 Governing Law; Venue. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard for conflict of law principles. Venue and jurisdiction for all purposes shall be in in Palm Beach County, Florida, to which the Parties expressly agree and submit.

8.11 Extent of Contract. This Contract represents the entire and integrated Contract between the Owner and the Contractor concerning the subject matter herein and supersedes all prior and contemporaneous negotiations, representations, understandings, or agreements, of any kind or nature, either written or oral.



8.12 Waiver. Failure of the Owner to insist upon strict performance of any provision or condition of this Contract, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect. Owner may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Contract, but such waiver shall be deemed effective only if the waiver is in writing executed by all Parties and shall not be deemed a continuing waiver unless specifically so stated. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein and shall not be deemed a continuing or future waiver. This paragraph shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

8.13 Attorney's Fees. In the event that either party brings suit for enforcement of this Contract, the prevailing party shall be entitled to attorney's fees and court costs, including those at both the trial and appellate levels, in addition to any other remedy afforded by law.

8.14 Protection of Property. At all times during the performance of this Contract, the Contractor shall protect the property and all other real personal property of Owner from all damage whatsoever related to the work being carried on under this Contract.

8.15 Counterparts and Transmission. To facilitate execution, this Contract may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

8.16 No Discrimination. The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Contract.

8.17 Survival. The provisions of this Contract regarding indemnification, waiver, insurance, records, public records, binding authority, shall survive the expiration or termination of this Contract and remain in full force and effect.

8.18 Effective Date and Termination. This Contract will become effective at the date and time that the last party signs this Contract. Unless earlier terminated pursuant to this Contract, this Contract will automatically terminate after receipt of Contractor's last invoice (which shall be dated no later than 8/6/19) and payment by the Owner, or on 9/5 2019 whichever occurs first. Nothing in this paragraph shall be construed so as to affect the Owner's right to cancel or extend the Work pursuant to this Contract.

## ARTICLE 9 TERM; TERMINATION; LIQUATED DAMAGES

9.1 Contractor agrees to obtain all required permits and any necessary approvals from any governmental agency for the Scope of Work no later than forty-five (45) days following execution of the Contract by the Owner, and complete the work required pursuant to this Contract no later than ninety (90) days following the issuance of all required approvals and permits for the construction of the improvements or ninety (90) days following the effective date of this Contract if no permits and any necessary approvals are required. The time for completion may be extended for an additional period not to exceed sixty (60) days pursuant to written authorization executed by the Owner's Executive Director. Extensions of time shall only be granted based upon circumstances that occur beyond the control of the Contractor, or for the convenience of the Owner.

9.2 It is expressly understood and agreed that the Owner may terminate this Contract, in total or in part, without cause or penalty, at any time upon written notice delivered to Contractor. In that event, the Owner's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the Owner may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services.

9.3 Liquidated Damages: Upon the failure of Contractor to complete the Work within the time specified, plus approved extensions, if any, the Contractor shall pay to Owner the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Owner as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete its obligations under this Contract time. Owner shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount retained by Owner is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages.

## **ARTICLE 10 NOTICES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For Owner:	Michael Simon, Executive Director
	710 N. Federal Highway
	Boynton Beach, FL 33435
	Telephone Number: (561) 600-9091

Copy to: Tara Duhy, Esq.  
Lewis Longman & Walker, P.A.  
515 North Flagler Drive, Suite 1500  
West Palm Beach, FL 33401  
Telephone Number: (561) 640-0820


For Contractor: Toby Hartnett, Vice President  
Hartnett Building Group, LLC  
101 Avenue D  
Fort Pierce, FL 3490-3058  
Telephone Number: 877-429-5243  
Facsimile Number: 772-489-9532

## ARTICLE 12 DEFAULT

If either Party defaults by failing to perform or observe any of the material terms and conditions of this Contract for a period of five (5) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Contract through written notice to the other Party. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights.

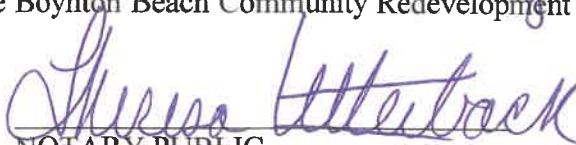
IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year written below.

OWNER: Boynton Beach Community Redevelopment Agency

  
Michael Simon, Executive Director  
Date: 5/8/19

STATE OF FLORIDA                     )  
   )  
COUNTY OF PALM BEACH             )

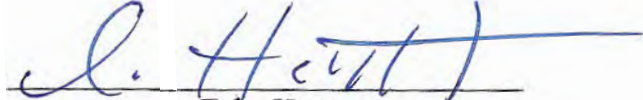
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2019 by Michael Simon, as Executive Director of the Boynton Beach Community Redevelopment Agency, who is personally known to me.

  
NOTARY PUBLIC

My Commission Expires:



CONTRACTOR: Hartnett Building Group, LLC

  
Toby Hartnett

Vice President

Date: May 7<sup>th</sup> 2019

STATE OF FLORIDA

COUNTY OF (Palm Beach)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Toby Hartnett, as VicePresident authorized to do business in the State of Florida, and acknowledged executed the foregoing Contract as the proper official of Hartnett Building Group, LLC, for the use and purposes mentioned in it and that the instrument is the act and deed of that company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6<sup>th</sup> day of May, 2019.

  
NOTARY PUBLIC

My Commission Expires:

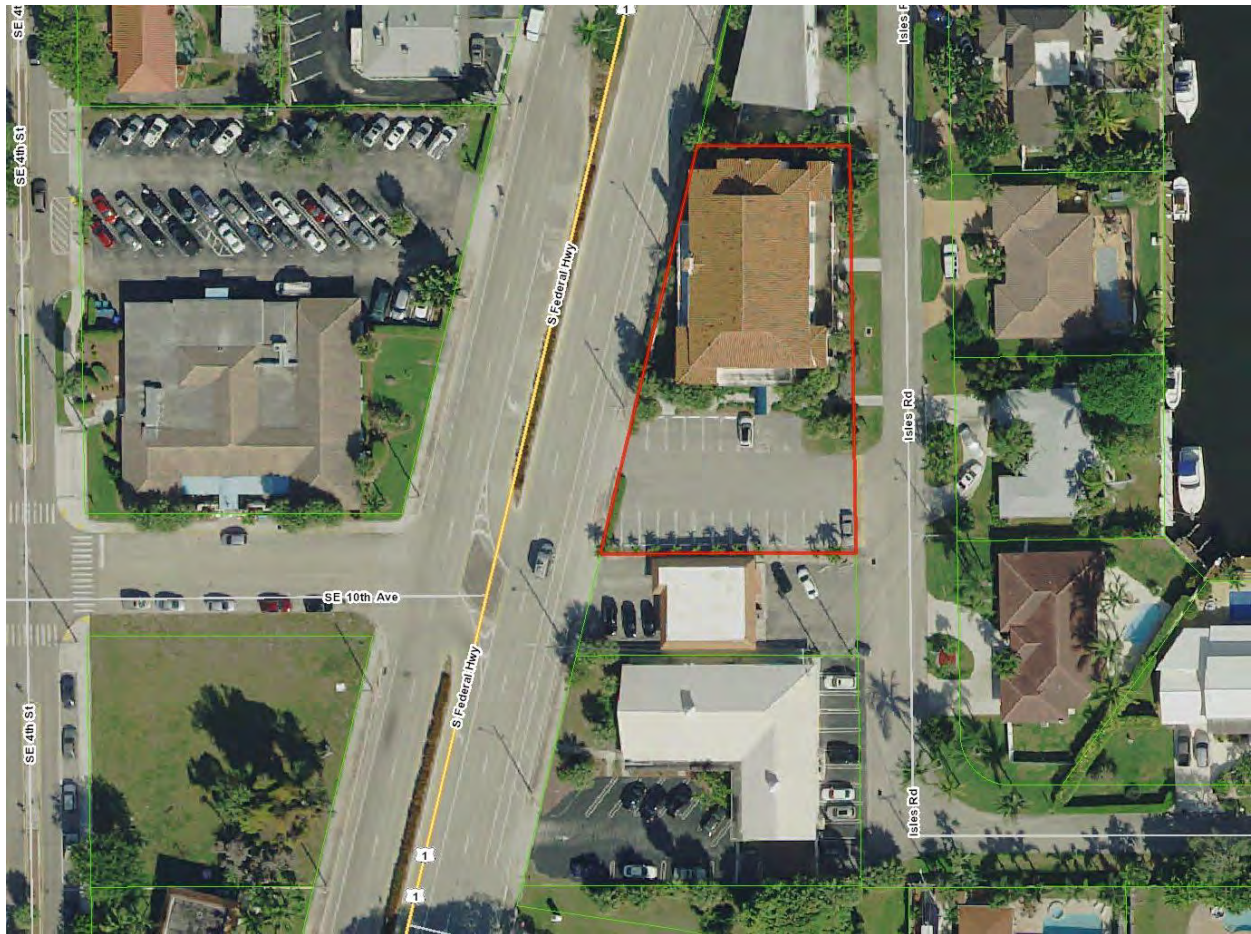




**EXHIBIT "A"**  
**SCOPE OF WORK**  
**and COST BREAKDOWN**

**Project Location (Property):** Historic Woman's Club of Boynton Beach  
1010 S. Federal Highway  
Boynton Beach, FL 33435  
Property Control Number: 08-43-45-28-24-000-0040

**Location Map:**





## SUMMARY:

The window repairs are cosmetic in nature and is necessary to provide sufficient stable surface on which to apply paint, caulking, and/or sealant to prevent water penetration.

Each window in need of repair will be different in nature depending upon its condition. Exterior and Interior materials and dimensions must be as close in similarity to the existing window components so that it is aesthetically pleasing. Existing conditions should be done on a case-by-case basis.

Appendix A is a matrix form and accompanying graphics used to determine the extent of repairs for each window and its interior and exterior features.

**EXISTING CONDITIONS:** The following is a description of the various conditions observed for each window:

Deteriorated: Exhibits isolated deficiencies, such as: cracked glass; broken or missing screens; bulging glazed panels; damaged or missing muntins, stiles, or rails, damaged, inoperable, or missing hardware; poor operation; warped or visible deflection; or failed sealant.

Severely Deteriorated: Shows extensive physical distress in side jambs, head jambs, and/or sills, predominately in the window sashes. Shares defects in common with deteriorated windows above, but has multiple signs of structural distress or failure.

## REHABILITATION PROCESS:

For deteriorated windows:

Deteriorated wood windows can usually be restored through patching. Semi-rigid epoxies may be used on damaged wood.

For severely deteriorated windows:

Structurally compromised sections of frame and/or sash must be cut out and reproductions spliced in place.

## DESCRIPTION OF WORK:

- A. General: Provide all labor, materials, equipment, and services required to complete wood window rehabilitation as specified herein and required by existing conditions.
- Repair/Patch exterior/interior stucco walls disturbed by the work as necessary.
  - Patch/Clean all surfaces as necessary. Apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of acrylic semi-gloss paint on walls.
  - All other incidental and miscellaneous work that may be required pursuant to the intent of the proposed renovations.
  - All work must be performed in accordance with all applicable federal, state, county, and city laws and regulations.
- B. Wood window restoration may include, but is not limited to, the following:
1. Restore damaged and inoperable wood window sash.
  2. Restore all window trim disturbed by work to sound condition. If muntins, rails, and/or stiles need to be replaced, new components will need to match adjacent windows profiles.
  3. Remove all deteriorated putty and replace with new.
  4. Repair deteriorated wood sills, framing members, sash rails and stiles.
  5. Reinstall repaired window sash.
  6. Clean all glass.
- C. Intent: It is the specific intent that repairs will maximize the retention of historic fabric while making the windows weather resistant.

## **SUMMARY:**

The window repairs are cosmetic in nature and are necessary to provide sufficient stable surface on which to apply paint, caulking, and/or sealant to prevent water penetration.

Repairs to each window will be different in nature depending upon its condition. Exterior and interior materials and dimensions must be as close in similarity to the existing window components as possible so that it is aesthetically pleasing. Existing conditions should be analyzed on a case-by-case basis.

Appendix A is a matrix form followed by accompanying graphics used to detail the extent of repairs needed for each window and its interior and exterior features.

**EXISTING CONDITIONS:** In the Appendix A matrix, the following are definitions used to describe the various conditions observed for each window:

Deteriorated: Exhibits isolated deficiencies, such as: cracked glass; broken or missing screens; bulging glazed panels; damaged or missing muntins, stiles, or rails; damaged, inoperable, or missing hardware; poor operation; warped or visible deflection; or failed sealant.

Severely Deteriorated: Shows extensive physical distress in side jambs, head jambs, and/or sills, predominately in the window sashes. Shares defects in common with deteriorated windows above, but has multiple signs of structural distress or failure.

**REHABILITATION PROCESS: The Appendix A matrix more specifically describes the rehabilitation needed for each window; but generally:**

For deteriorated windows:

Deteriorated wood windows may be restored through patching. Semi-rigid epoxies may be used on damaged wood.

For severely deteriorated windows:

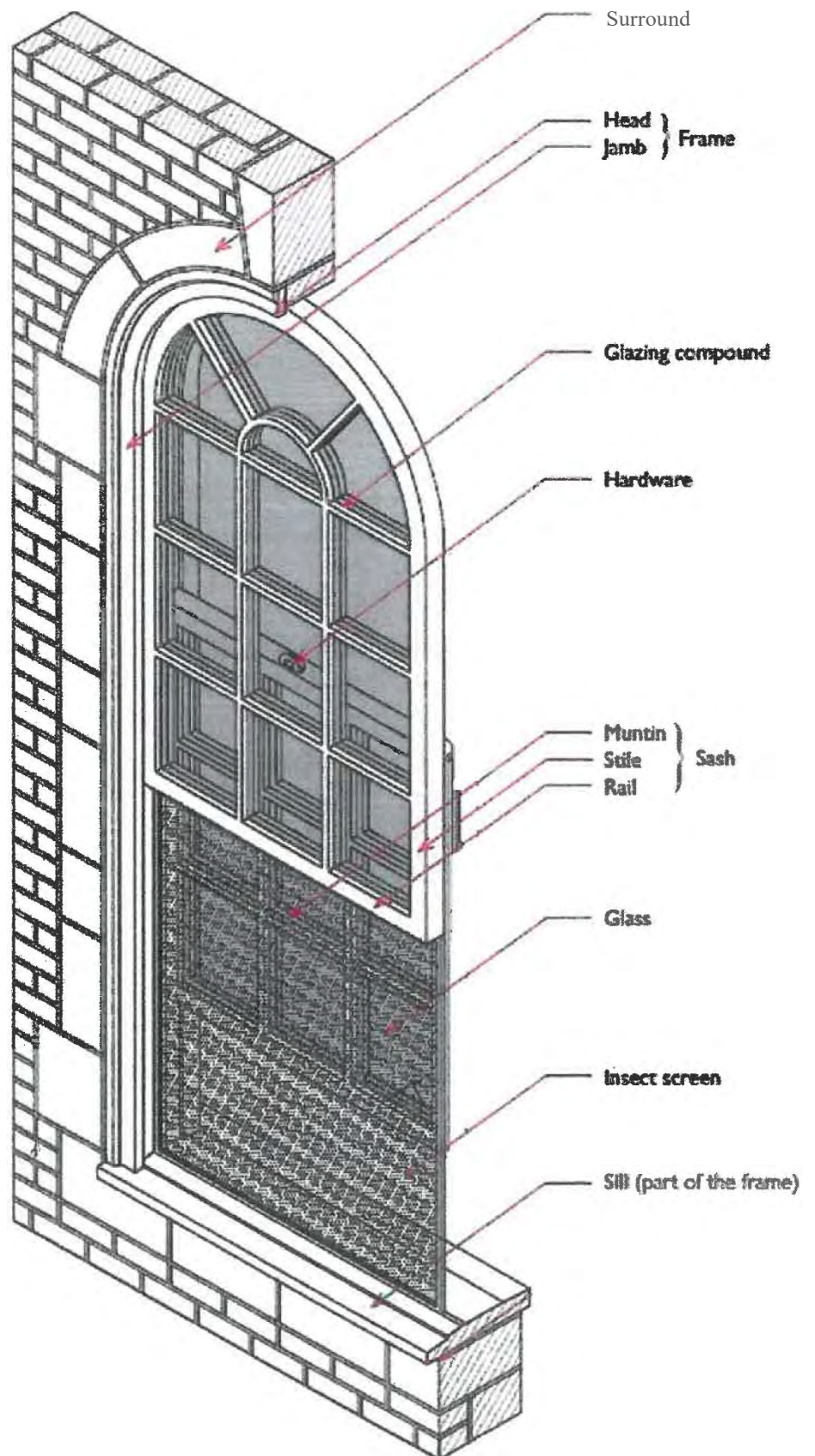
Structurally compromised sections of frame and/or sash must be cut out and reproductions spliced in place.

## **DESCRIPTION OF WORK:**

- A. General: Provide all labor, materials, equipment, and services required to complete wood window rehabilitation as specified herein and required by existing conditions.
  - Repair/Patch exterior/interior stucco walls disturbed by the work.
  - Patch/Clean all surfaces as necessary. Apply one (1) coat of acrylic primer/sealer. All other incidental and miscellaneous work that may be required pursuant to the intent of the proposed renovations.
  - All work must be performed in accordance with all applicable federal, state, county, and city laws and regulations.
- B. Wood window restoration may include, but is not limited to, the following:
  - 1. Restore damaged and inoperable wood window sash.
  - 2. Restore all window trim disturbed by work to sound condition. If muntins, rails, and/or stiles need to be replaced, new components will need to match adjacent windows profiles.
  - 3. Remove all deteriorated putty and replace with new.
  - 4. Repair deteriorated wood sills, framing members, sash rails and stiles.
  - 5. Reinstall repaired window sash.

6. Clean all glass.

- C. Intent: It is the specific intent that repairs will maximize the retention of historic architectural context while making the windows weather resistant.



## APPENDIX A

WINDOW & PICTURE #	WINDOW LOCATION	EXISTING CONDITION	REHABILITATION PROCESS
<b>1st FLOOR</b>			
10	Kitchen - window by east sink	Severely Deteriorated	Bottom rails need to be replaced and left stile of left sash needs to be repaired
10.5	Kitchen door	Deteriorated	Top transom right stile needs to be repaired
11	Kitchen - window west of back door	Severely Deteriorated	Center nailer piece and left stile need to be repaired and both bottom rails to be replaced
12	Kitchen - window west of stove	Severely Deteriorated	Bottom rails need to be replaced, top rails and bottom left stile (left sash on exterior) need to be repaired
13	Kitchen - window behind fridge on west side	Severely Deteriorated	Replace bottom rails and repair stiles on both sashes
14	Office - ne window	Severely Deteriorated	Remove screen and shutters and repair bottom left rail and add center nailer piece to close center gap
15	Office - nw window	Severely Deteriorated	Remove screen and shutters, replace bottom right rail of right sash, and repair stiles of both sashes
16	Office - west window	Severely Deteriorated	Repair stiles and bottom rails

17	Meeting Hall	Severely Deteriorated	Sill needs to be replaced
21	Ladies Bathroom - west window	Severely Deteriorated	Replace with fixed 3 lite window
22	Ladies Bathroom - south window	Severely Deteriorated	Replace with fixed 3 lite window
23	Ladies Bathroom sitting area - south window	Severely Deteriorated	Replace with fixed 3 lite window

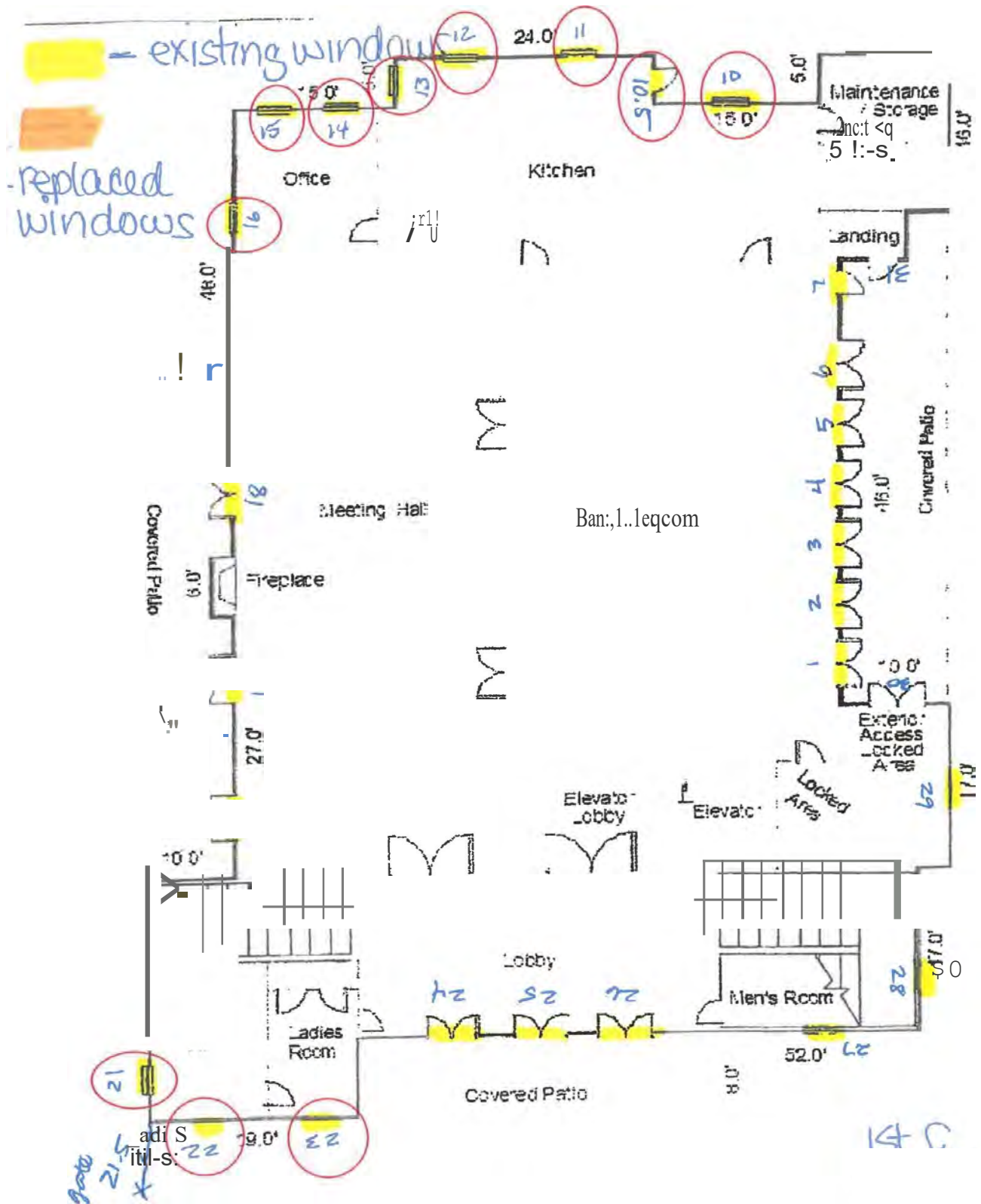
## 2nd FLOOR

15U	French door in exterior stairwell to east balcony	Severely Deteriorated	Bottom rail of each door and bottom muntins of left door need to be replaced
16U	Upper east window in exterior stairwell	Severely Deteriorated	Replace right sash with new fixed 3 lite window, muntin profile to match left sash
17U	Lower east window in exterior stairwell	Severely Deteriorated	Replace bottom rails and right/left stiles of both sashes
18U	North window in exterior stairwell	Severely Deteriorated	Replace bottom rails of both sashes
20U	Dressing room to east of stage	Severely Deteriorated	Replace stiles of left sash and bottom rails of both sashes
21U	Dressing room to west of stage - north window	Severely Deteriorated	Bottom and side rails need to be repaired
22U	Toilet room in west dressing room	Severely Deteriorated	Bottom rails and stiles need to be repaired



23U	Dressing room to west of stage - west window	Severely Deteriorated	Bottom and stiles need to be repaired
-----	---	-----------------------	--

## 1<sup>ST</sup> FLOOR



10







10





10





10.29.

10.5







10.5  
10.29.2018



11





11





12







12



12





13



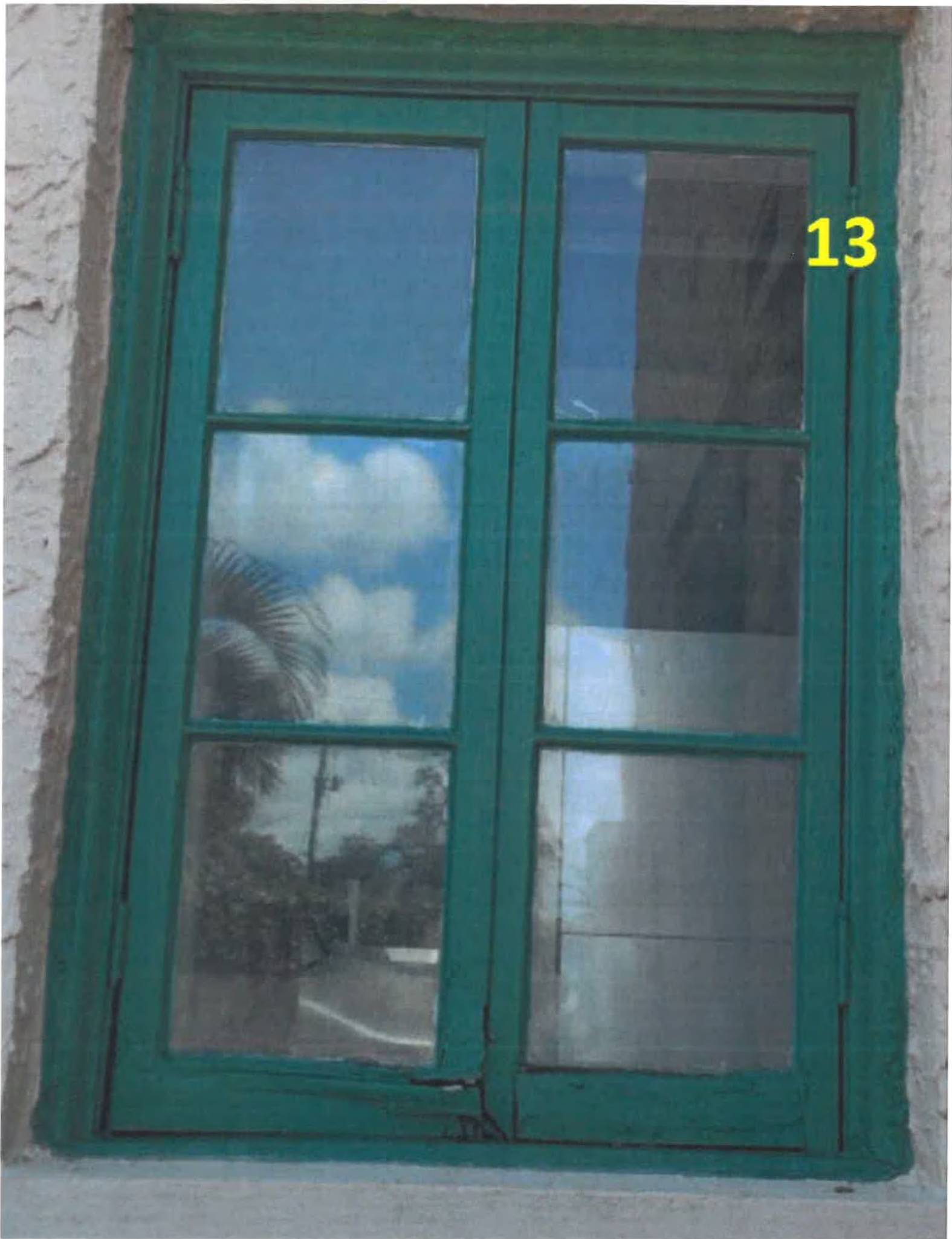


13





13



13





14





15





16











21



22









23





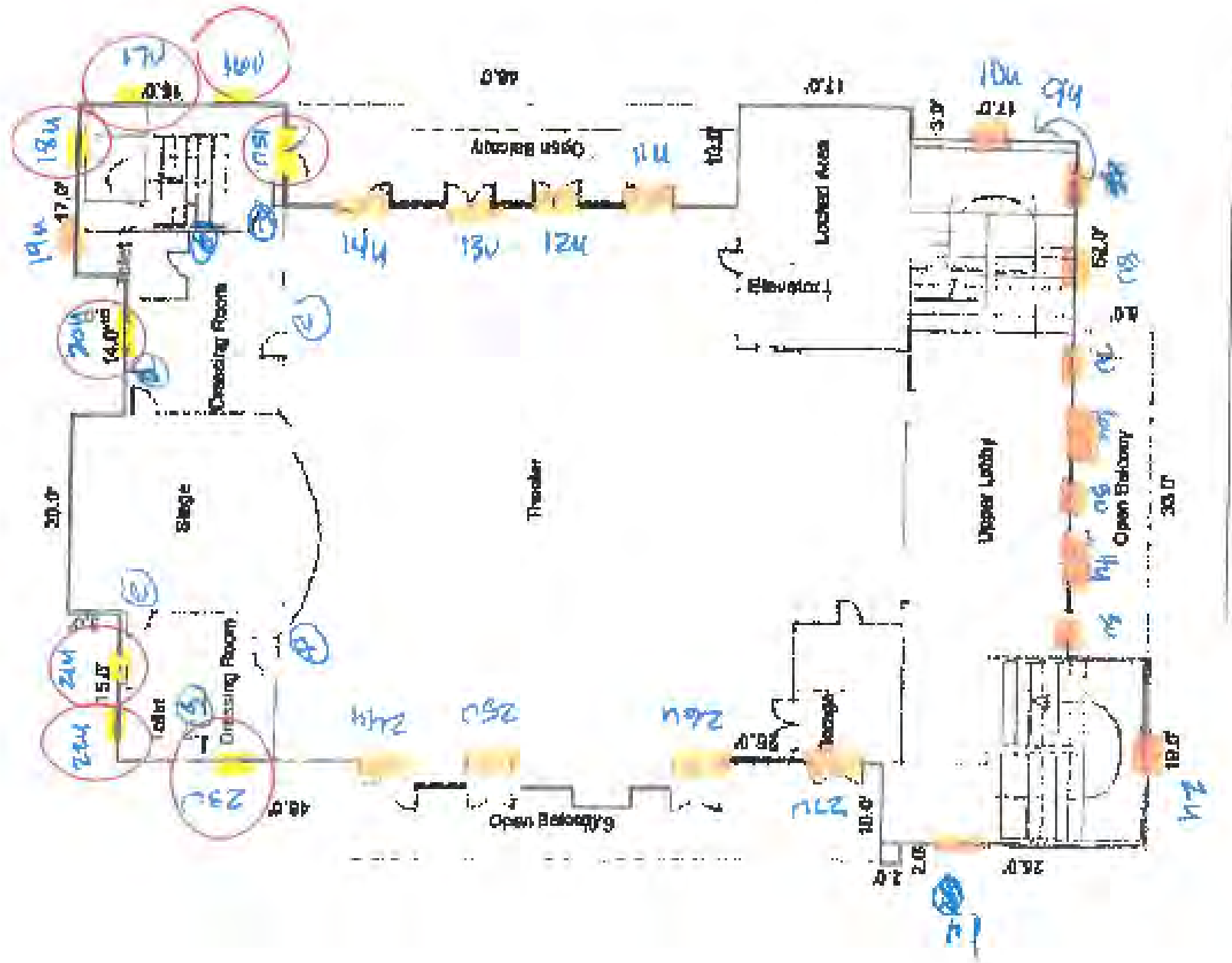
23

Window Is Sealed  
And  
Can not be Opened




## 2<sup>ND</sup> FLOOR





2nd Floor



15U



15U



15U





10.29.2018

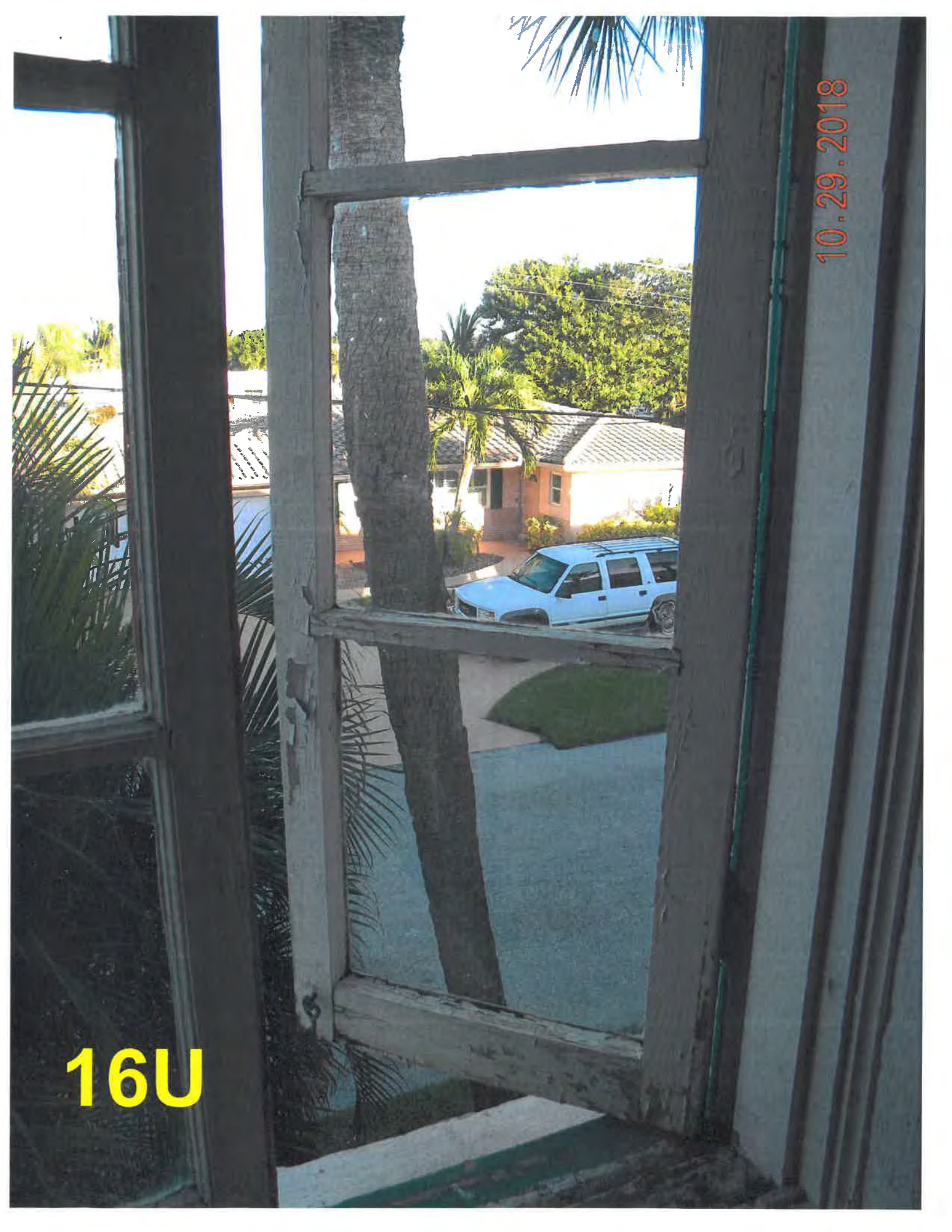
16U






10.29.2018

16U





A photograph of a window with a view of palm trees. The window is set into a light-colored, textured wall. It consists of two vertical panes, each divided into three horizontal sections by thin wooden or metal frames. The view outside shows lush green palm fronds and a clear blue sky. The window sill is a simple, light-colored ledge. In the bottom left corner, the text '17U' is printed in a bold, yellow font.

**17U**





17U



17U

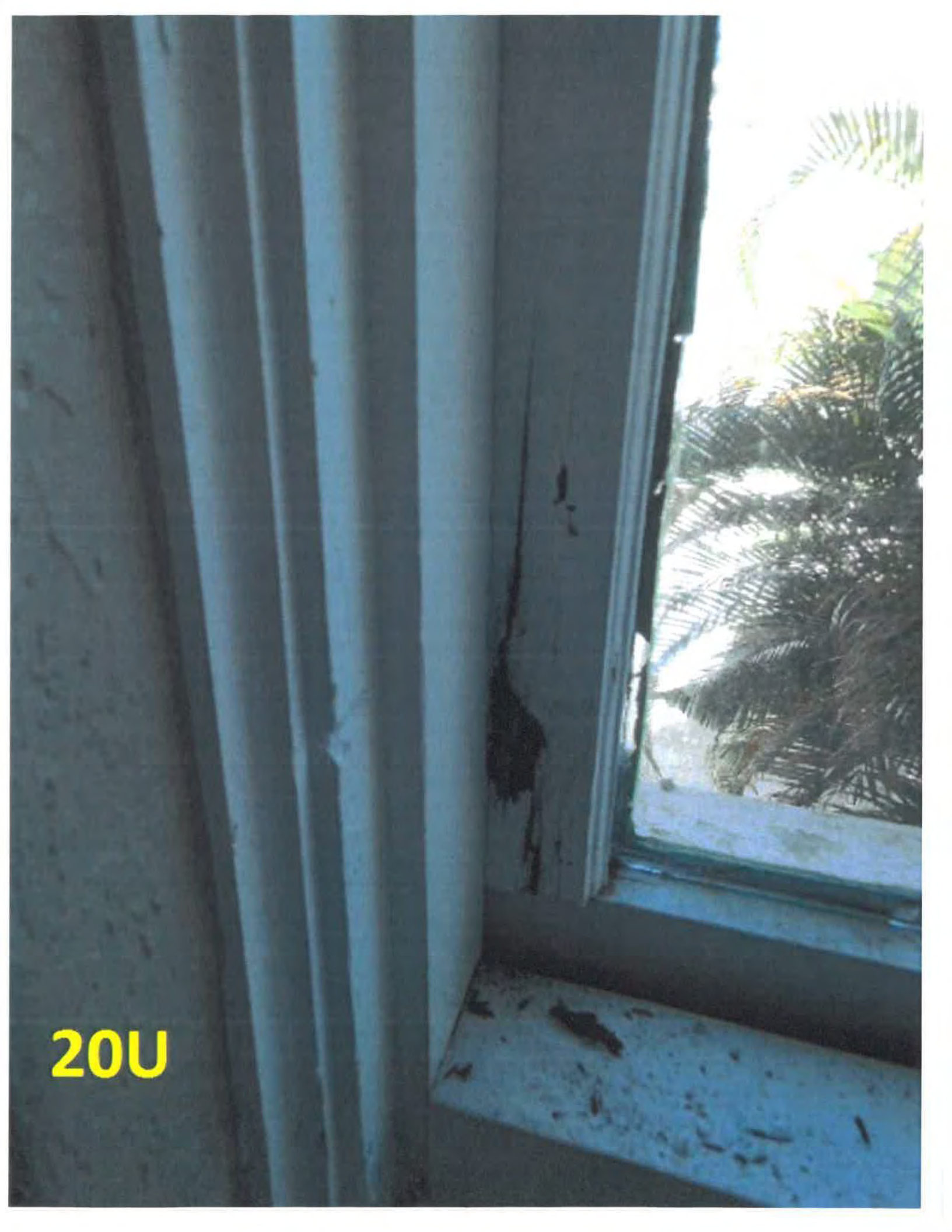




18U





A photograph showing a window with a view of palm trees. The window frame is white and appears to be made of wood or a similar material. The view outside the window shows several palm trees against a bright, possibly overexposed sky. The interior wall to the left of the window is a light blue or grey color. In the bottom left corner, there is a yellow label with the text '20U' in black.

20U



A photograph showing a close-up of a window sill. The sill is made of a light-colored material, possibly concrete or stone, and has several small, dark, irregular spots or stains on its surface. The window frame is visible on the right side, and the window is open, looking out onto a bright, overexposed outdoor area. In the distance, a blue object, possibly a trash can or a container, is visible. The overall lighting is bright, suggesting daylight.

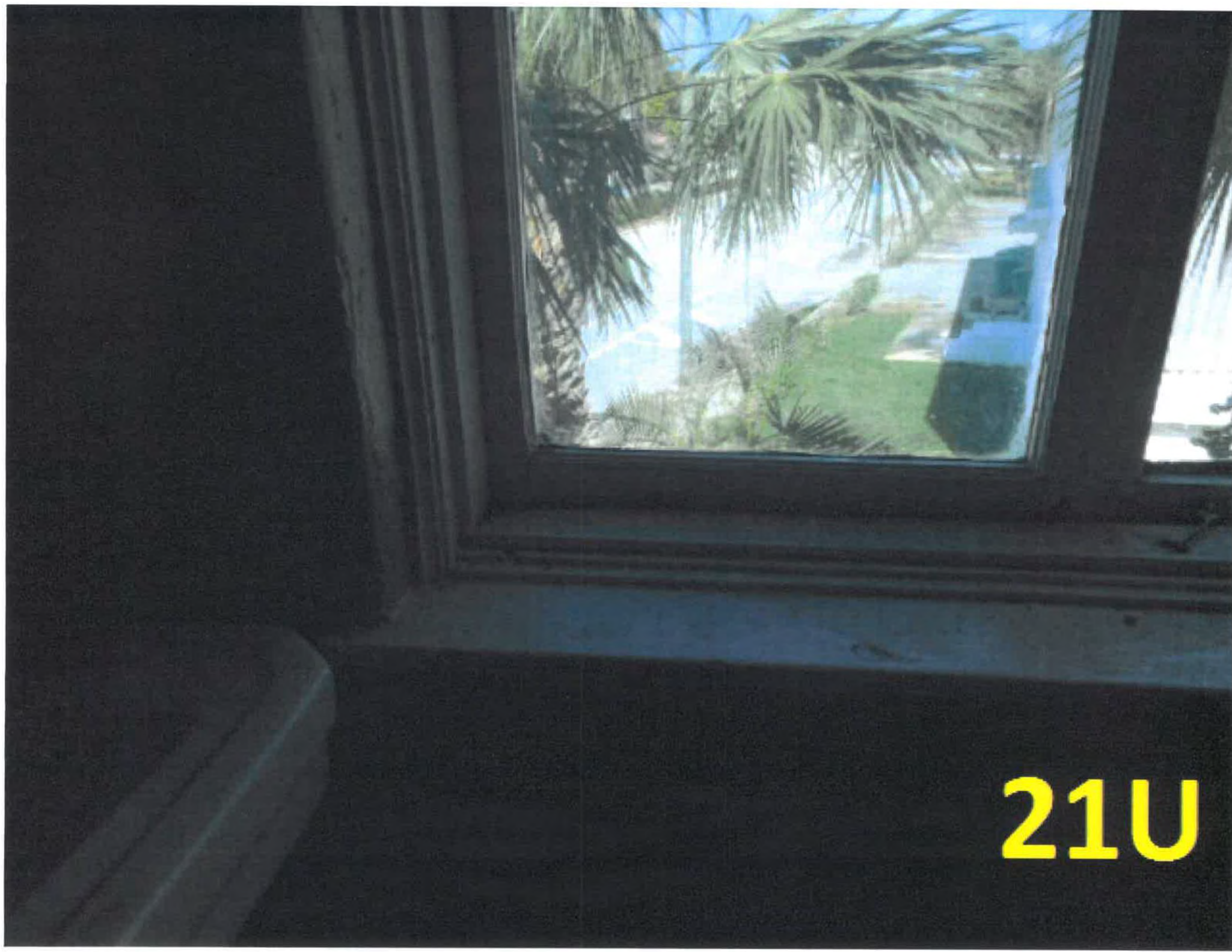
**20U**





20U





21U





21U





21U





22U



23U





**23U**

Window is Sealed Shut  
and  
Can Not Be Opened

## COST BREAKDOWN

WINDOW & PICTURE #	WINDOW LOCATION	EXISTING CONDITION	REHABILITATION PROCESS	INTERIOR/EXTERIOR REPAIRS
Upstairs				
15U	French door in exterior stairwell to east balcony	Severely Deteriorated	Bottom rail of each door and bottom muntins of left door need to be replaced 8 HRS. CARPENTER @ \$60.00 HR 4 HRS HELPER @ \$40.00 EA.	interior/exterior 480.00 160.00
16U	Upper east window in exterior stairwell	Severely Deteriorated	Replace right sash with new fixed 3 lite window, muntin profile to match left sash 8 HRS. CARPENTER @ \$60.00 HR 4 HRS HELPER @ \$40.00 HR	interior/exterior 480.00 160.00
17U	Lower east window in exterior stairwell	Severely Deteriorated	Replace bottom rails and right/left stiles of both sashes 12 HRS. CARPENTER @ \$60.00 HR 4 HRS HELPER @ \$40.00 HR	720.00 160.00
18U	North window in exterior stairwell	Severely Deteriorated	Replace bottom rails of both sashes 6 HRS CARPENTER @ \$60.00 HR 2 HRS HELPER @ \$40.00 HR.	360.00 80.00
20U	Dressing room to east of stage	Severely Deteriorated	Replace stiles of left sash and bottom rails of both sashes 10 HRS CARPENTER @ \$60.00 4 HRS HELPER @ 40.00	interior/exterior 600.00 160.00
21U	Dressing room to west of stage - north window	Severely Deteriorated	Bottom and side rails need to be repaired 6 HRS CARPENTER @ \$60.00 4 HRS HELPER @ \$40.00	interior/exterior 360.00 160.00
22U	Toilet room in west dressing room	Severely Deteriorated	Bottom rails and stiles need to be repaired 5 HRS CARPENTER @ \$60.00 2 HRS HELPER @ \$40.00	interior/exterior 300.00 80.00
23U	Dressing room to west of stage - west window	Severely Deteriorated	Bottom and stiles need to be repaired	interior/exterior
Downstairs				
10	Kitchen - window by east sink	Severely Deteriorated	8 HRS CARPENTER @ \$60.00 HR 4 HRS HELPER @ \$40.00 HR Bottom rails need to be replaced and left stile of left sash needs to be repaired 8 HRS CARPENTER @ \$60.00 HR 6 HRS HELPER @ \$40.00 HR.	480.00 160.00 interior/exterior 480.00 240.00
10.5	Kitchen door	Deteriorated	Top transom right stile needs to be repaired 2 HRS CARPENTER @ \$60.00 2 HRS HELPER @ \$40.00 Center nailer piece and left stile need to be repaired and both bottom rails to be replaced	interior/exterior 120.00 80.00
11	Kitchen - window west of back door	Severely Deteriorated	10 HRS CARPENTER @ \$60.00 4 HRS HELPER @ \$40.00	interior/exterior 600.00 160.00
12	Kitchen - window west of stove	Severely Deteriorated	Bottom rails need to be replaced, top rails and bottom left stile (left sash on exterior) need to be repaired 10 HRS CARPENTER @ \$60.00 8 HRS HELPER @ \$40.00	600.00 320.00
13	Kitchen - window behind fridge on west side	Severely Deteriorated	Replace bottom rails and repair stiles on both sashes 8 HRS CARPENTER @ \$60.00HR. 8 HRS HELPER @ \$40.00 HR	480.00 320.00



14	Office - ne window	Severely Deteriorated	Remove screen and shutters and repair bottom left rail and add center nailer piece to close center gap	interior/exterior
			4 HRS CARPENTER @ \$60.00	240.00
			4 HRS HELPER @ \$40.00	160.00
15	Office - nw window	Severely Deteriorated	Remove screen and shutters, replace bottom right rail of right sash, and repair stiles of both sashes	interior/exterior
			10- HRS CARPENTER @ \$60.00	600.00
			8 HRS HELPER @ \$40.00	320.00
16	Office - west window	Severely Deteriorated	Repair stiles and bottom rails	interior/exterior
			8 HRS CARPENTER @ \$60.00	480.00
			8 HRS HELPER @ \$40.00	320.00
17	Meeting Hall	Severely Deteriorated	Sill needs to be replaced	interior
			5 HRS CARPENTER @ \$60.00	300.00
			5 HRS HELPER @ \$40.00	200.00
21	Ladies Bathroom - west window	Severely Deteriorated	Replace with fixed 3 lite window	
			6 HRS CARPENTER @ \$60.00	360.00
			6 HRS HELPER @ \$40.00	240.00
22	Ladies Bathroom - south window	Severely Deteriorated	Replace with fixed 3 lite window	
			6 HRS CARPENTER @ \$60.00	360.00
			6 HRS. HELPER @ \$40.00	240.00
23	Ladies Bathroom slitting area - south window	Severely Deteriorated	Replace with fixed 3 lite window	
			6 HRS CARPENTER @ \$60.00	360.00
			6 HRS HELPER @ \$40.00	240.00

TOTAL LABOR:	12,720.00
MATERIAL	2,280.00
TOOLS & EQUIPMENT	1,630.00
MOBILIZATION	1,500.00
SUB TOTAL:	18,130.00
PROFIT & OVERHEAD	3,879.70
TOTAL:	22,009.70

**EXHIBIT "B"**  
**WARRANTY OF TITLE**  
(For Invoice Payments)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

CONTRACTOR: HARTNETT BUILDING GROUP, LLC

**HISTORIC WOMAN'S CLUB OF BOYNTON BEACH WINDOW REPAIR**  
**1010 S. FEDERAL HIGHWAY**  
**BOYNTON BEACH, FLORIDA**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ (the "Affiant"), who after being duly sworn, says that he is the "CONTRACTOR", pursuant to an Agreement (the "Agreement") dated \_\_\_\_\_, 2019, with the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the "CRA"), for the supply of certain labor and/or materials (the "Project" as that term is described in Exhibit "A" – Scope of Work of the Contract), to certain property, as shown and described in the Contract Documents, subsequent addenda or Change Orders, and on behalf of the Contractor makes the following warranties:

- I. The CONTRACTOR warrants that it has fully completely in accordance with the plans and specifications therefore, that portion of the work and Project, pursuant to the Contract (the "Completed Project") covered by the attached Invoice.
- II. The CONTRACTOR further warrants and represents that:
  1. All subcontractors, vendors, material men, suppliers and other parties of whatever kind of nature who are entitled to payment from the CONTRACTOR for providing labor and/or materials to the CONTRACTOR pursuant to the Agreement as of the date in the last previous request for payment have been paid in full and therefore have delivered to the CONTRACTOR validly executed Partial Release of claims with respect thereto.
  2. Title to all materials and equipment covered by the attached Invoices dated \_\_\_\_\_, 201\_, passes to the CRA at the time of payment free and clear of all liens.

(Contractor) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Title) \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Signature and Stamp of Notary Public

## FINAL RECEIPT

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says as follows:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation or Firm)  
a \_\_\_\_\_ corporation which is named in the Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019 between said corporation as the CONTRACTOR and the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the CRA) for the construction of:

**HISTORIC WOMAN'S CLUB OF BOYNTON BEACH WINDOW REPAIR  
1010 S. FEDERAL HIGHWAY  
BOYNTON BEACH, FLORIDA**

2. CONTRACTOR has fully completed all labor and/or materials (the "Project" as that term is described in Exhibit "A" – Scope of Work of the Contract) for the Project and Title to all work, materials and equipment under the Contract passes to the CRA at the time of final payment, free and clear of all liens, and all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Agreement.

3. Receipt by CONTRACTOR of the final payment from the CRA in the amount \$ \_\_\_\_\_ shall constitute a full release and discharge by CONTRACTOR to the CRA and the City of Boynton Beach of all claims or liens of CONTRACTOR against the CRA arising out of, connected with, or resulting from performance of the Contract, including full payment for all extra work and materials furnished by the undersigned for the Project.

4. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

Signed and sealed in  
the presence of :

Affiant Contractor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Signature and Stamp of Notary Public



# SAMPLE PHOTOS OF HWCBB WINDOWS AND DOORS REPLACEMENT

## HARTNETT BUILDING GROUP LLC

August 6, 2019

**Before**



**After**



Before



After





Before



After





Before



After





## **CRA BOARD MEETING OF: August 13, 2019**

### **CRA PROJECTS IN PROGRESS**

---

#### **AGENDA ITEM: 10.E.**

##### **SUBJECT:**

The Model Block Infill Housing Project - NW 11th Avenue Roadway Project Ribbon Cutting

##### **SUMMARY:**

On April 15, 2019, the NW 11th Avenue infrastructure improvements received final completion from the City and the roadway was officially opened to the public (see Attachment I). The next phase for the Model Block Project will be the construction of the single-family units on the lots along the south side of NW 11th Avenue by Habitat for Humanity of South Palm Beach County (HFHSBPC) (see Attachment II).

In celebration of the completion of the NW 11th Avenue Roadway Improvements and the groundbreaking of the single-family units, the BBCRA and Habitat for Humanity hosted a Ribbon Cutting ceremony on Thursday, August 8th. Photos from the event are provided as Attachment III.

##### **FISCAL IMPACT:**

FY 2018-2019 Budget, Project Fund 02-58200-406,

##### **CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan, Heart of Boynton District.

##### **CRA BOARD OPTIONS:**

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

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##### **ATTACHMENTS:**

###### **Description**

- ▣ **Attachment I - Final Project Photos**
- ▣ **Attachment II - Model Block Project Map**
- ▣ **Attachment III - Event Photos**

## **MODEL BLOCK - NW 11<sup>TH</sup> AVENUE IMPROVEMENT PHOTOS**

**April 15, 2019 Final Completion Walk-thru**



**Striping at speedbump**



**View looking west at NW 1<sup>st</sup> Street**



**Removal of Dead End Sign from Seacrest Blvd.**



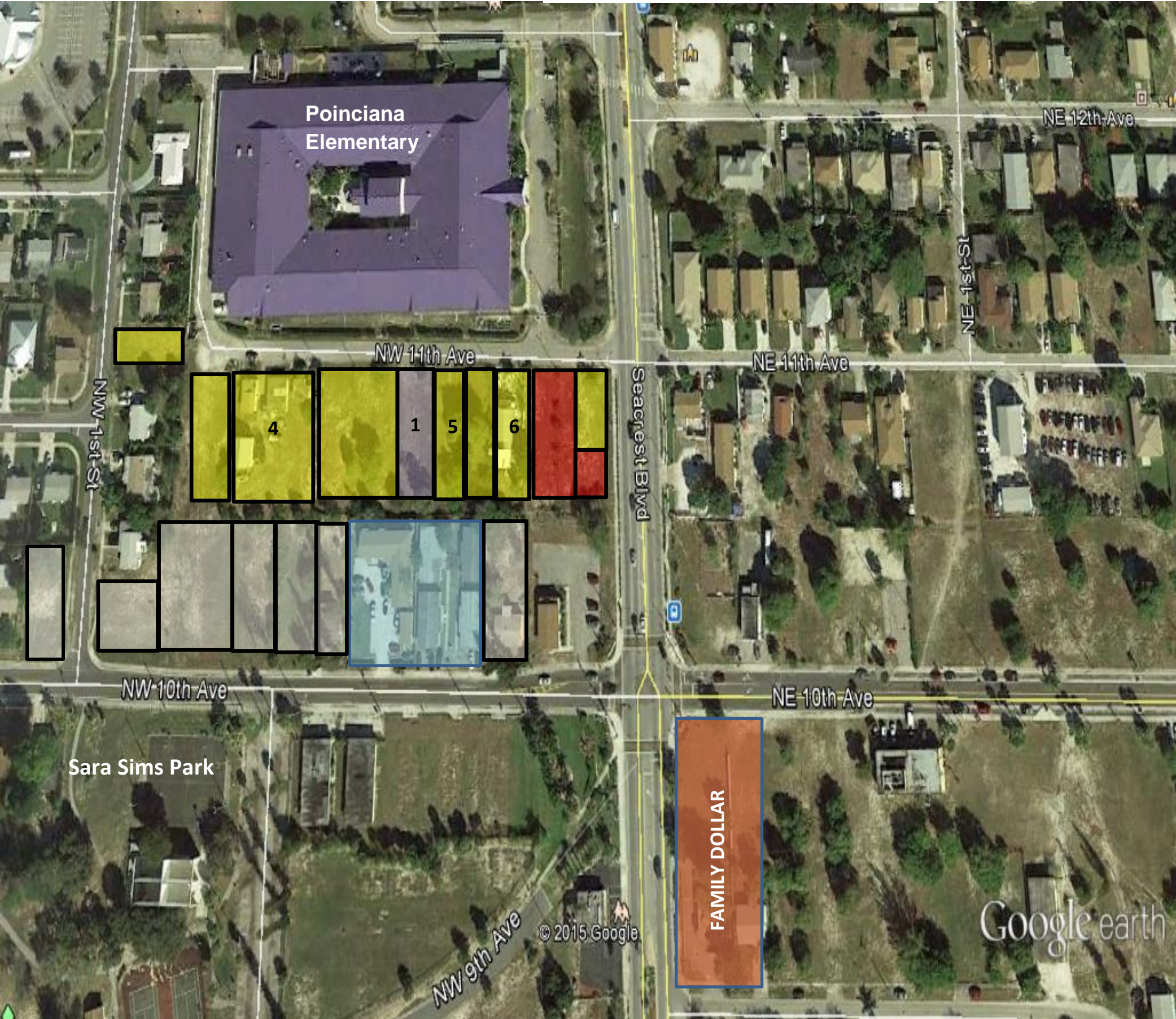
**April 29, 2019**



**View of final product looking east from NW 1<sup>st</sup> Street**



# MODEL BLOCK Project



## CRA OWNED PROPERTIES

4-146 NW 11<sup>th</sup> Ave. – transferred to the City, April 2018  
5-128 NW 11<sup>th</sup> Ave. – transferred to the City, April 2018  
6-120 NW 11<sup>th</sup> Ave. – transferred to the City, April 2018

## CITY OWNED PROPERTIES

## FAITH BASED CDC PROPERTIES

## PRIVATE PROPERTIES

1-132 NW 11<sup>th</sup> Ave. Bishop Evans

## PRIVATE PROPERTIES

Multi-family rental complexes – 119 & 133 W. MLKJr. Blvd.

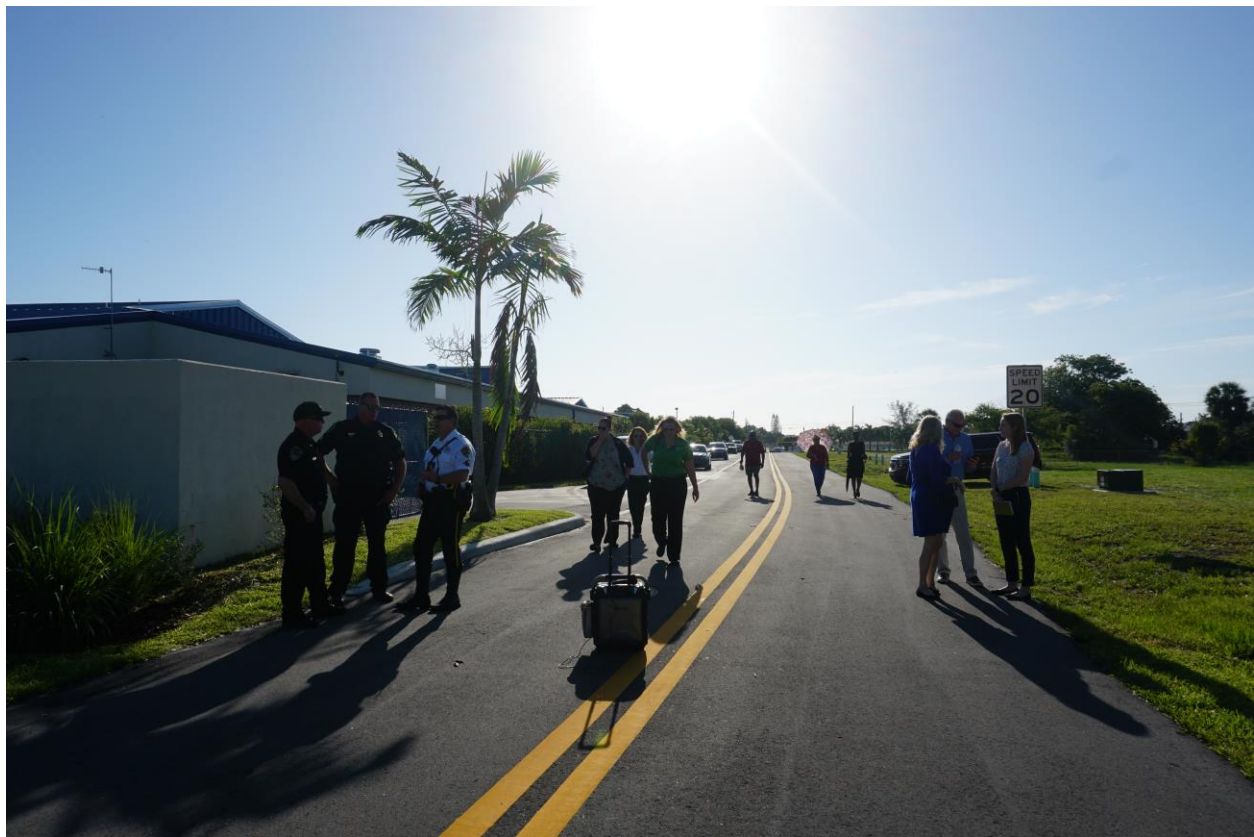


## NW 11<sup>th</sup> Roadway Project and Model Block Ground Breaking Photos





## NW 11<sup>th</sup> Roadway Project and Model Block Ground Breaking Photos





## NW 11<sup>th</sup> Roadway Project and Model Block Ground Breaking Photos





## NW 11<sup>th</sup> Roadway Project and Model Block Ground Breaking Photos







## **CRA BOARD MEETING OF: August 13, 2019**

### **CRA PROJECTS IN PROGRESS**

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#### **AGENDA ITEM: 10.F.**

##### **SUBJECT:**

Palm Beach County Housing Authority Project Update

##### **SUMMARY:**

On July 5, 2019 the CRA received a letter from Ms. Carol Jones-Gilbert, the Executive Director of the Palm Beach County Housing Authority (PBCHA) in response to the letter sent from the CRA Board on June 11, 2019 regarding certain vacant parcels located on NW 12th Avenue (see Attachment I & II).

To summarize, the PBCHA welcomes the opportunity to work collaboratively with the CRA on ways to make the most impact on the community while adhering to the Federal guidelines. Ms. Jones-Gilbert asked that staff from both agencies review calendars in order to schedule a meeting in July or early August. Because of Florida's Sunshine Law restriction, we will need to work closely with CRA legal counsel, the City Attorney and legal counsel for the PBCHA to ensure that any opportunity to meet is handled within applicable parameters.

Since the July 9, 2019 CRA Board meeting staff has been attempting to schedule a meeting with Ms. Jones-Gilbert and Mr. Greenberg by both email and telephone. According to an email response from Mr. Greenberg on July 24, 2019, Ms. Jones-Gilbert has had out of the office obligations (see Attachment III). In this email, Mr. Greenberg also states that he would be in attendance at the August 13th CRA Board meeting.

##### **BACKGROUND:**

At their May 14, 2019, meeting, the CRA Board reviewed a draft Notice of Intent (LOI) letter prepared by legal counsel to the Property Asset Manager with the PBCHA stating the CRA's willingness to assist them with the redevelopment of affordable single-family homes on the PBCHA owned properties located at 404, 406, 408, 410, and 412 NW 12th Avenue. The CRA currently owns the adjacent vacant lot at 402 NW 12th Avenue (see Attachment III).

At their June 11, 2019 meeting, the CRA Board approved the final draft of the LOI that was sent to the PBCHA.

##### **FISCAL IMPACT:**

Fiscal Year 2018-2019 CRA Budget, Project Fund Account #02-58200-406; \$100,000

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan

**CRA BOARD OPTIONS:**

To be determined after Board discussion.

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**ATTACHMENTS:**

**Description**

- ▢ **Attachment I - CRA Letter of Intent to PBCHA**
- ▢ **Attachment II - Response from PBCHA**
- ▢ **Attachment III - July 24, 2019 email from PBCHA**
- ▢ **Attachment IV - Location Map**



710 N Federal Highway  
Boynton Beach, FL 33435  
Ph: 561-737-3256  
Fax: 561-737-3258  
[www.catchboynton.com](http://www.catchboynton.com)

June 6, 2019

Board of Directors of the Palm Beach County Housing Authority  
Attn: Carol Jones Gilbert, Executive Director  
3432 W. 45<sup>th</sup> Street  
West Palm Beach FL 33407

**Re: Notice of Intent to Build Improvements**

Dear Chair Dumars, Vice Chair Choy, and Board of Directors:

The Boynton Beach Community Redevelopment Agency ("CRA") drafts this letter of intent to coordinate and cooperate with the Palm Beach County Housing Authority (PBCHA) within the CRA redevelopment area, as discussed at the March 13, 2019 CRA Board meeting.

The CRA understands the PBCHA has numerous vacant lots that have been unimproved for decades and desires to start a relationship with PBCHA. Our first proposal is to develop the following vacant lots that are owned by the PBCHA:

- 404 NW 12<sup>th</sup> Avenue, Boynton Beach, Florida (P.C.N. # 08-43-45-21-14-000-4140)
- 406 NW 12<sup>th</sup> Avenue, Boynton Beach, Florida (P.C.N.# 08-43-45-21-14-000-4130)
- 408 NW 12<sup>th</sup> Avenue, Boynton Beach, Florida (P.C.N.# 08-43-45-21-14-000-4120)
- 410 NW 12<sup>th</sup> Avenue, Boynton Beach, Florida (P.C.N.# 08-43-45-21-14-000-4100)
- 412 NW 12<sup>th</sup> Avenue, Boynton Beach, Florida (P.C.N.# 08-43-45-21-14-000-4080)

The CRA owns the property located at 402 NW 12<sup>th</sup> Avenue, Boynton Beach, Florida (P.C.N. # 08-43-45-21-14-000-4150) and our mission to encourage redevelopment and revitalize the CRA Redevelopment Area is consistent with PBCHA's mission to preserve and build quality affordable housing. The CRA has budgeted over \$800,000.00 for miscellaneous development and has several other funds and resources available to coordinate with the PBCHA in your mission.

In sum, the CRA hereby respectfully states our intention to start a relationship to develop the subject lots from PBCHA and help create affordable housing within the CRA Redevelopment Area. The redevelopment of these properties is vital to the CRA's Plan and therefore, the CRA Board requests a meeting with your Board to discuss how we may move forward with our request to develop these properties.

<SIGNATURES CONTINUED ON THE NEXT PAGE>





**710 N Federal Highway**  
**Boynton Beach, FL 33435**  
**Ph: 561-737-3256**  
**Fax: 561-737-3258**  
[www.catchboynton.com](http://www.catchboynton.com)

Sincerely,

---

Chair Steven B. Grant,

---

Vice-Chair Justin Katz,

---

Board Member Mack McCray,

---

Board Member Christina Romelus,

---

Board Member Ty Penserga



# PALM BEACH COUNTY HOUSING AUTHORITY

June 21, 2019

Boynton Beach Community Redevelopment Agency  
Attn: Steven B. Grant, Chair  
710 N Federal Highway  
Boynton Beach, FL 33435

Re: Notice of Intent to Build Improvements – Correspondence Dated June 6, 2019

Dear Mr. Grant,

The Palm Beach County Housing Authority acknowledges receipt of the above referenced communication and would welcome the opportunity to work collaboratively, in partnership, with the Boynton Beach Community Redevelopment Agency.

No doubt your Agency is aware that the Palm Beach County Housing Authority owns multiple parcels within the Boynton Beach municipality, in addition to the parcels referenced in your communication. This would be a good opportunity to review our common interests and strategize about how to make the most positive impact on the Community while remaining in compliance with our required HUD guidelines.

Please let us know what availability your team has to schedule a meeting for early July or early August.

Sincerely,

Ms. Carol Jones-Gilbert  
Chief Executive Director

PALM BEACH COUNTY HOUSING AUTHORITY

3432 W. 45<sup>th</sup> Street  
West Palm Beach, FL 33407  
Office: 561.684.2160  
Fax: 561.253.0706  
[www.pbchafi.org](http://www.pbchafi.org)

## Simon, Michael

---

**From:** Larry Greenberg <LGreenberg@PBCHAFL.org>  
**Sent:** Wednesday, July 24, 2019 3:44 PM  
**To:** Utterback, Theresa; Carol Jones-Gilbert  
**Cc:** Simon, Michael; LaVerriere, Lori; Tara Duhy (tduhy@llw-law.com); Maxine Gayle  
**Subject:** RE: Palm Beach Housing Authority - City of Boynton Beach/Boynton Beach CRA

Hi Theresa,

I hope you and the Boynton Beach crew are doing well.

Unfortunately Ms. Jones-Gilbert has had out of the office obligations, and should be returning this coming Monday.

I am sure we will get back to you with some proposed dates shortly.

Thanks for your patience, and I look forward to seeing you at the August 13<sup>th</sup> CRA Meeting.

*Larry Greenberg*  
*Chief Operating Officer*  
*Palm Beach County Housing Authority*  
*Vice President of Development*  
*The SPECTRA Organization*  
3432 West 45<sup>th</sup> Street  
West Palm Beach, Florida 33407  
(561) 718-2865 (Mobile)  
(561) 684-2160 x103 (Office)  
Web Site: [www.pbchafl.org](http://www.pbchafl.org)

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by attorney-client privilege. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited.

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**From:** Utterback, Theresa [mailto:UtterbackT@bbfl.us]  
**Sent:** Wednesday, July 24, 2019 3:33 PM  
**To:** Carol Jones-Gilbert <CJones-Gilbert@PBCHAFL.org>  
**Cc:** Larry Greenberg <LGreenberg@PBCHAFL.org>; Simon, Michael <SimonM@bbfl.us>; LaVerriere, Lori <LaVerriereL@bbfl.us>; Tara Duhy (tduhy@llw-law.com) <tduhy@llw-law.com>  
**Subject:** RE: Palm Beach Housing Authority - City of Boynton Beach/Boynton Beach CRA

Hello Ms. Jones-Gilbert:

I am just following up on my email below.

Regards,  
Theresa



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:** Utterback, Theresa  
**Sent:** Friday, July 19, 2019 2:50 PM  
**To:** [cjones-gilbert@pbchafll.org](mailto:cjones-gilbert@pbchafll.org)  
**Cc:** [lgreenberg@pbchafll.org](mailto:lgreenberg@pbchafll.org); Michael Simon <[simonm@bbfl.us](mailto:simonm@bbfl.us)>; LaVerriere, Lori <[LaVerriereL@bbfl.us](mailto:LaVerriereL@bbfl.us)>  
**Subject:** Palm Beach Housing Authority - City of Boynton Beach/Boynton Beach CRA

Good Afternoon Ms. Jones-Gilbert:

I am reaching out to you to schedule a meeting pursuant to your letter dated June 21, 2019 (attached).

If you provide me with some dates and times you are available to meet, I can check Lori LaVerriere and Mike Simon's schedule. Please let me know if you'd like to meet at your office or the CRA office.

I look forward to hearing back from you.

Have a nice weekend.  
Theresa







NW 13th Ave

NW 13th Ave

Carolyn Sims  
Center

NW 12th Ave

NW 12th Ave

NW 12th Ave

PBCHA Owned  
404 - 412  
NW 12th Ave

CRA Owned  
402 NW 12th

NW 4th St

NW 11th Ave

NW 11th Ave

NW 11th Ave





## **CRA BOARD MEETING OF: August 13, 2019**

### **CONSENT AGENDA**

---

#### **AGENDA ITEM: 11.A.**

##### **SUBJECT:**

Financial Report Period Ending June 30, 2019

##### **SUMMARY:**

Attached is the Agency's monthly financial and budget report representing the Agency's revenues and expenses for June 2019 (Attachment I); Statement of Revenues, Expenditures and Changes in Fund Balance Report (Attachment II); and, Budget Comparison Schedule - General Fund (Attachment III).

##### **CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan and FY 2018-2019 CRA Budget

##### **CRAAB RECOMMENDATION:**

Information Only

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#### **ATTACHMENTS:**

##### **Description**

- ▣ **Attachment I - Monthly Financial Report for Period Ending June 30, 2019**
- ▣ **Attachment II - Statement of Revenues, Expenditures and Changes in Fund Balance Report**
- ▣ **Attachment III - Budget Comparison Schedule**



Boynton Beach CRA, FL

# Detail vs Budget Report

## Account Summary

Date Range: 06/01/2019 - 06/30/2019

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>01 - GENERAL FUND</b>								
<b>Revenue</b>								
<a href="#">01-41000</a>	T.I.F. COLLECTIONS	0.00	-12,421,686.00	-12,549,087.00	0.00	-12,549,087.00	127,401.00	1.03 %
<a href="#">01-42115</a>	MARINA RENTS	0.00	-100,000.00	-70,636.06	-9,528.50	-80,164.56	-19,835.44	-19.84 %
<a href="#">01-42116</a>	MISCELLANEOUS RENTS FRO PROPER	0.00	0.00	-2,157.38	0.00	-2,157.38	2,157.38	0.00 %
<a href="#">01-42117</a>	MARINA FUEL SALES	0.00	-900,000.00	-788,205.63	-108,231.40	-896,437.03	-3,562.97	-0.40 %
<a href="#">01-42118</a>	MARINA MISC INCOME	0.00	0.00	-2,931.61	-530.61	-3,462.22	3,462.22	0.00 %
<a href="#">01-46100</a>	INTEREST INCOME	0.00	0.00	-30,226.65	-2,943.24	-33,169.89	33,169.89	0.00 %
<a href="#">01-47200</a>	IN KIND REVENUE	0.00	0.00	-154,408.64	-19,357.33	-173,765.97	173,765.97	0.00 %
<a href="#">01-48100</a>	MISCELLANEOUS INCOME	0.00	0.00	-16,747.51	-1,174.18	-17,921.69	17,921.69	0.00 %
<a href="#">01-49100</a>	OTHER FINANCING SOURCES	0.00	-640,000.00	0.00	0.00	0.00	-640,000.00	-100.00 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-14,061,686.00</b>	<b>-13,614,400.48</b>	<b>-141,765.26</b>	<b>-13,756,165.74</b>	<b>-305,520.26</b>	<b>-2.17 %</b>
<b>Expense</b>								
<a href="#">01-51010-200</a>	CONTRACTUAL EXPENSE	0.00	7,500.00	1,919.91	0.00	1,919.91	5,580.09	74.40 %
<a href="#">01-51010-216</a>	ADVERTISING & PUBLIC NOTICES	0.00	6,500.00	2,711.16	767.75	3,478.91	3,021.09	46.48 %
<a href="#">01-51010-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	14,500.00	3,813.61	0.00	3,813.61	10,686.39	73.70 %
<a href="#">01-51010-227</a>	DELIVERY SERVICES	0.00	750.00	75.69	0.00	75.69	674.31	89.91 %
<a href="#">01-51010-310</a>	OFFICE SUPPLIES	0.00	750.00	10.69	0.00	10.69	739.31	98.57 %
<a href="#">01-51230-100</a>	PERSONNEL SERVICES	0.00	457,250.00	284,522.68	37,076.38	321,599.06	135,650.94	29.67 %
<a href="#">01-51230-115</a>	CAR ALLOWANCE	0.00	5,220.00	3,453.08	401.52	3,854.60	1,365.40	26.16 %
<a href="#">01-51230-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	16,900.00	10,343.94	1,690.64	12,034.58	4,865.42	28.79 %
<a href="#">01-51230-226</a>	MEMBERSHIP DUES	0.00	11,085.00	5,541.00	0.00	5,541.00	5,544.00	50.01 %
<a href="#">01-51230-227</a>	DELIVERY SERVICES	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">01-51230-229</a>	CAREER DEVELOPMENT	0.00	19,500.00	4,258.40	0.00	4,258.40	15,241.60	78.16 %
<a href="#">01-51230-310</a>	OFFICE SUPPLIES	0.00	3,000.00	915.20	76.17	991.37	2,008.63	66.95 %
<a href="#">01-51230-315</a>	POSTAGE	0.00	2,500.00	594.41	0.00	594.41	1,905.59	76.22 %
<a href="#">01-51230-340</a>	CELLULAR PHONES	0.00	3,420.00	2,120.35	252.08	2,372.43	1,047.57	30.63 %
<a href="#">01-51230-355</a>	SUBSCRIPTIONS	0.00	605.00	0.00	0.00	0.00	605.00	100.00 %
<a href="#">01-51230-360</a>	BOOKS & PUBLICATIONS	0.00	500.00	264.68	0.00	264.68	235.32	47.06 %
<a href="#">01-51230-400</a>	EQUIPMENT COSTS	0.00	2,000.00	732.83	0.00	732.83	1,267.17	63.36 %
<a href="#">01-51325-100</a>	PERSONNEL SERVICES	0.00	168,269.00	112,316.67	13,444.28	125,760.95	42,508.05	25.26 %
<a href="#">01-51325-200</a>	CONTRACTUAL EXPENSE	0.00	250.00	175.00	0.00	175.00	75.00	30.00 %
<a href="#">01-51325-201</a>	BANK FEES	0.00	3,000.00	3,141.57	471.05	3,612.62	-612.62	-20.42 %
<a href="#">01-51325-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	8,450.00	3,508.73	110.00	3,618.73	4,831.27	57.17 %
<a href="#">01-51325-226</a>	MEMBERSHIP DUES	0.00	1,300.00	339.00	0.00	339.00	961.00	73.92 %
<a href="#">01-51325-227</a>	DELIVERY COSTS	0.00	500.00	129.78	32.22	162.00	338.00	67.60 %
<a href="#">01-51325-229</a>	CAREER DEVELOPMENT	0.00	5,000.00	686.02	1,359.92	2,045.94	2,954.06	59.08 %

**Detail vs Budget Report**
**Date Range: 06/01/2019 - 06/30/2019**

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">01-51325-310</a>	OFFICE SUPPLIES	0.00	2,500.00	610.90	28.05	638.95	1,861.05	74.44 %
<a href="#">01-51325-340</a>	CELLULAR PHONES	0.00	1,440.00	820.17	102.48	922.65	517.35	35.93 %
<a href="#">01-51325-355</a>	SUBSCRIPTIONS	0.00	1,300.00	1,099.00	0.00	1,099.00	201.00	15.46 %
<a href="#">01-51325-360</a>	BOOKS & PUBLICATIONS	0.00	700.00	0.00	0.00	0.00	700.00	100.00 %
<a href="#">01-51325-365</a>	OFFICE PRINTING COSTS	0.00	600.00	0.00	0.00	0.00	600.00	100.00 %
<a href="#">01-51325-400</a>	EQUIPMENT COSTS	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">01-51410-213</a>	GENERAL PROPERTY COVERAGE	0.00	172,500.00	111,664.89	11,382.37	123,047.26	49,452.74	28.67 %
<a href="#">01-51420-200</a>	CONTRACTUAL EXPENSE	-1,485.00	142,000.00	53,193.84	6,712.33	59,906.17	83,578.83	58.86 %
<a href="#">01-51420-201</a>	CONTRACT LEGAL	0.00	100,000.00	42,343.16	0.00	42,343.16	57,656.84	57.66 %
<a href="#">01-51420-204</a>	CITY STAFF COSTS	0.00	22,000.00	1,567.00	0.00	1,567.00	20,433.00	92.88 %
<a href="#">01-51440-100</a>	PERSONNEL SERVICES	0.00	78,950.00	53,228.03	6,073.00	59,301.03	19,648.97	24.89 %
<a href="#">01-51440-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	29,820.00	1,058.65	141.77	1,200.42	28,619.58	95.97 %
<a href="#">01-51440-226</a>	MEMBERSHIP DUES	0.00	1,350.00	0.00	0.00	0.00	1,350.00	100.00 %
<a href="#">01-51440-227</a>	DELIVERY SERVICES	0.00	300.00	62.88	0.00	62.88	237.12	79.04 %
<a href="#">01-51440-229</a>	CAREER DEVELOPMENT	0.00	6,300.00	275.00	0.00	275.00	6,025.00	95.63 %
<a href="#">01-51440-310</a>	OFFICE SUPPLIES	0.00	1,500.00	494.41	28.05	522.46	977.54	65.17 %
<a href="#">01-51440-340</a>	CELLULAR PHONES	0.00	540.00	360.00	45.00	405.00	135.00	25.00 %
<a href="#">01-51440-355</a>	SUBSCRIPTIONS	0.00	1,500.00	701.40	100.20	801.60	698.40	46.56 %
<a href="#">01-51440-360</a>	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00 %
<a href="#">01-51440-365</a>	OFFICE PRINTING COSTS	0.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
<a href="#">01-51620-200</a>	CONTRACTUAL EXPENSE	0.00	3,045.00	1,124.82	0.00	1,124.82	1,920.18	63.06 %
<a href="#">01-51620-201</a>	PROPERTY TAXES & ASSOC. DUES	0.00	75,000.00	51,800.24	-298.37	51,501.87	23,498.13	31.33 %
<a href="#">01-51620-205</a>	RENTAL OF OFFICES	0.00	104,000.00	56,008.54	5,977.87	61,986.41	42,013.59	40.40 %
<a href="#">01-51620-208</a>	EQUIPMENT LEASES	-613.10	11,500.00	6,445.73	613.10	7,058.83	5,054.27	43.95 %
<a href="#">01-51620-209</a>	PROPERTY MAINTENANCE COST	-8,715.00	490,000.00	128,534.95	-14,729.67	113,805.28	384,909.72	78.55 %
<a href="#">01-51620-210</a>	IN KIND EXPENSE	0.00	0.00	154,408.64	19,357.33	173,765.97	-173,765.97	0.00 %
<a href="#">01-51620-224</a>	SIGNAGE	0.00	10,000.00	1,202.85	0.00	1,202.85	8,797.15	87.97 %
<a href="#">01-51620-325</a>	ELECTRICITY COSTS	0.00	15,000.00	7,910.21	1,214.07	9,124.28	5,875.72	39.17 %
<a href="#">01-51620-326</a>	WATER CHARGES	0.00	15,000.00	4,791.29	397.56	5,188.85	9,811.15	65.41 %
<a href="#">01-51630-200</a>	CONTRACTUAL	0.00	500.00	450.00	0.00	450.00	50.00	10.00 %
<a href="#">01-51630-209</a>	PROPERTY MAINTENANCE	0.00	28,000.00	14,659.69	942.00	15,601.69	12,398.31	44.28 %
<a href="#">01-51630-241</a>	MARINA FUEL MANAGEMENT	0.00	187,180.00	124,585.36	15,573.17	140,158.53	47,021.47	25.12 %
<a href="#">01-51630-242</a>	MARINE FUEL STATION OVERHEAD	0.00	29,500.00	22,120.72	3,724.67	25,845.39	3,654.61	12.39 %
<a href="#">01-51630-310</a>	OFFICE SUPPLIES	0.00	1,000.00	352.80	0.00	352.80	647.20	64.72 %
<a href="#">01-51630-325</a>	ELECTRIC COSTS	0.00	8,100.00	3,841.98	568.50	4,410.48	3,689.52	45.55 %
<a href="#">01-51630-326</a>	WATER COSTS	0.00	12,000.00	3,345.20	568.77	3,913.97	8,086.03	67.38 %
<a href="#">01-51630-327</a>	GASOLINE & DEISEL FUEL PURCHAS	0.00	721,720.00	529,948.74	86,299.05	616,247.79	105,472.21	14.61 %
<a href="#">01-51630-328</a>	MARINA DIESEL SALES TAX	0.00	12,000.00	9,498.87	1,839.93	11,338.80	661.20	5.51 %
<a href="#">01-51650-200</a>	CONTRACTUAL EXPENSE	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">01-51650-210</a>	CITY IT SUPPORT	0.00	27,000.00	13,540.64	0.00	13,540.64	13,459.36	49.85 %
<a href="#">01-51650-211</a>	COMPUTER SOFTWARE & LICENSES	0.00	3,500.00	1,829.00	0.00	1,829.00	1,671.00	47.74 %
<a href="#">01-51650-212</a>	FINANCIAL SOFTWARE MAINTENANCE	0.00	29,000.00	20,142.74	-7,198.27	12,944.47	16,055.53	55.36 %
<a href="#">01-51650-330</a>	TELEPHONE LINES	0.00	8,000.00	5,071.57	563.39	5,634.96	2,365.04	29.56 %
<a href="#">01-51650-400</a>	EQUIPMENT COSTS	0.00	9,000.00	8,939.95	0.00	8,939.95	60.05	0.67 %



**Detail vs Budget Report**

Date Range: 06/01/2019 - 06/30/2019

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">01-51990-200</a>	CONTRACTUAL EXPENSE	0.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
<a href="#">01-57400-100</a>	PERSONNEL SERVICES	0.00	64,594.00	43,731.57	4,968.80	48,700.37	15,893.63	24.61 %
<a href="#">01-57400-216</a>	ADVERTISING & PUBLIC NOTICES	0.00	40,000.00	14,477.00	1,487.00	15,964.00	24,036.00	60.09 %
<a href="#">01-57400-218</a>	ANNUAL REPORT & BROCHURES	0.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00 %
<a href="#">01-57400-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	4,400.00	236.40	55.00	291.40	4,108.60	93.38 %
<a href="#">01-57400-226</a>	MEMBERSHIP DUES	0.00	5,850.00	1,360.00	395.00	1,755.00	4,095.00	70.00 %
<a href="#">01-57400-227</a>	DELIVERY SERVICES	0.00	4,000.00	511.30	0.00	511.30	3,488.70	87.22 %
<a href="#">01-57400-229</a>	CAREER DEVELOPMENT	0.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
<a href="#">01-57400-236</a>	PHOTOGRAPHY / VIDEOS	0.00	15,000.00	7,220.00	540.00	7,760.00	7,240.00	48.27 %
<a href="#">01-57400-310</a>	OFFICE SUPPLIES	0.00	1,500.00	492.36	28.04	520.40	979.60	65.31 %
<a href="#">01-57400-340</a>	CELLULAR PHONES	0.00	540.00	360.00	45.00	405.00	135.00	25.00 %
<a href="#">01-57400-355</a>	SUBSCRIPTIONS	0.00	1,005.00	1,005.00	0.00	1,005.00	0.00	0.00 %
<a href="#">01-57400-360</a>	BOOKS & PUBLICATIONS	0.00	200.00	113.86	0.00	113.86	86.14	43.07 %
<a href="#">01-57400-365</a>	OFFICE PRINTING COSTS	0.00	3,500.00	2,166.85	1,000.00	3,166.85	333.15	9.52 %
<a href="#">01-57500-100</a>	PERSONNEL SERVICES	0.00	58,066.00	38,412.80	4,466.60	42,879.40	15,186.60	26.15 %
<a href="#">01-57500-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	6,100.00	312.87	55.00	367.87	5,732.13	93.97 %
<a href="#">01-57500-226</a>	MEMBERSHIP DUES	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">01-57500-229</a>	CAREER DEVELOPMENT	0.00	2,500.00	321.00	0.00	321.00	2,179.00	87.16 %
<a href="#">01-57500-310</a>	OFFICE SUPPLIES	0.00	1,500.00	954.65	28.04	982.69	517.31	34.49 %
<a href="#">01-57500-340</a>	CELLULAR PHONES	0.00	540.00	360.00	45.00	405.00	135.00	25.00 %
<a href="#">01-57500-355</a>	SUBSCRIPTIONS	0.00	250.00	49.99	0.00	49.99	200.01	80.00 %
<a href="#">01-57500-360</a>	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00 %
<a href="#">01-58300-500</a>	GAIN / LOSS ON ASSET	0.00	0.00	0.00	1,365,061.56	1,365,061.56	-1,365,061.56	0.00 %
<a href="#">01-59000-151</a>	F.I.C.A.	0.00	48,000.00	30,982.68	4,032.93	35,015.61	12,984.39	27.05 %
<a href="#">01-59000-152</a>	MEDICARE	0.00	11,277.00	7,558.96	943.18	8,502.14	2,774.86	24.61 %
<a href="#">01-59000-153</a>	RETIREMENT PLAN 401(a)	0.00	173,854.00	101,373.00	52,470.00	153,843.00	20,011.00	11.51 %
<a href="#">01-59000-154</a>	WORKERS COMP INSURANCE	0.00	2,500.00	2,038.66	0.00	2,038.66	461.34	18.45 %
<a href="#">01-59000-155</a>	HEALTH INSURANCE	0.00	110,000.00	57,616.83	5,313.96	62,930.79	47,069.21	42.79 %
<a href="#">01-59000-156</a>	DENTAL INSURANCE	0.00	4,500.00	2,636.75	314.71	2,951.46	1,548.54	34.41 %
<a href="#">01-59000-157</a>	LIFE INSURANCE	0.00	1,500.00	386.40	48.30	434.70	1,065.30	71.02 %
<a href="#">01-59000-158</a>	SHORT / LONG TERM DISABILITY	0.00	3,448.00	3,825.45	0.00	3,825.45	-377.45	-10.95 %
<a href="#">01-59000-159</a>	UNEMPLOYMENT CHARGES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<a href="#">01-59000-160</a>	VISION INSURANCE	0.00	600.00	320.43	38.43	358.86	241.14	40.19 %
<a href="#">01-59000-161</a>	COMPENSATED ABSENSES	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
<a href="#">01-59800-990</a>	TRANS OUT TO DEBT SERVICE FUND	0.00	2,136,465.00	2,136,465.00	0.00	2,136,465.00	0.00	0.00 %
<a href="#">01-59999-990</a>	INTERFUND TRANSFERS OUT	0.00	8,102,303.00	8,102,303.00	0.00	8,102,303.00	0.00	0.00 %
<b>Expense Totals:</b>		<b>-10,813.10</b>	<b>14,061,686.00</b>	<b>12,437,201.07</b>	<b>1,637,044.91</b>	<b>14,074,245.98</b>	<b>-1,746.88</b>	<b>-0.01 %</b>
<b>01 - GENERAL FUND Totals:</b>		<b>-10,813.10</b>	<b>0.00</b>	<b>-1,177,199.41</b>	<b>1,495,279.65</b>	<b>318,080.24</b>	<b>-307,267.14</b>	
<b>02 - PROJECTS FUND</b>								
<b>Revenue</b>								
<a href="#">02-44100</a>	FESTIVAL & EVENT INCOME	0.00	0.00	-58,800.59	-2,968.00	-61,768.59	61,768.59	0.00 %
<a href="#">02-46100</a>	INTEREST INCOME	0.00	0.00	-105,835.98	-15,018.44	-120,854.42	120,854.42	0.00 %
<a href="#">02-48100</a>	MISCELLANEOUS INCOME	0.00	0.00	-4,599.74	-100.00	-4,699.74	4,699.74	0.00 %

Detail vs Budget Report

Date Range: 06/01/2019 - 06/30/2019

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">02-49100</a>	OTHER FINANCING SOURCES	0.00	-3,265,791.00	0.00	0.00	0.00	-3,265,791.00	-100.00 %
<a href="#">02-49900</a>	TRANSFERS IN	0.00	-6,822,303.00	-8,102,303.00	0.00	-8,102,303.00	1,280,000.00	18.76 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-10,088,094.00</b>	<b>-8,271,539.31</b>	<b>-18,086.44</b>	<b>-8,289,625.75</b>	<b>-1,798,468.25</b>	<b>-17.83 %</b>
<b>Expense</b>								
<a href="#">02-58100-201</a>	BANK FEES	0.00	0.00	30.00	0.00	30.00	-30.00	0.00 %
<a href="#">02-58100-202</a>	CONTINGENCY EXPENSE	0.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
<a href="#">02-58100-203</a>	CONTRACTUAL EXPENSE	0.00	204,979.00	32,247.12	-277,099.63	-244,852.51	449,831.51	219.45 %
<a href="#">02-58100-213</a>	LEGAL FEES	0.00	125,000.00	60,280.00	0.00	60,280.00	64,720.00	51.78 %
<a href="#">02-58200-401</a>	BUILDINGS	0.00	475,000.00	11,527.92	-9,358.91	2,169.01	472,830.99	99.54 %
<a href="#">02-58200-404</a>	CONSTRUCTION IN PROGRESS	0.00	190,000.00	207,328.10	75.00	207,403.10	-17,403.10	-9.16 %
<a href="#">02-58200-405</a>	SITE WORK AND DEMOLITION FEES	0.00	66,315.00	1,356.23	9,200.00	10,556.23	55,758.77	84.08 %
<a href="#">02-58200-406</a>	INFRASTRUCTURE AND STREETScape	0.00	7,101,444.00	203,149.88	0.00	203,149.88	6,898,294.12	97.14 %
<a href="#">02-58400-443</a>	DIFA-ECONOMIC DEVELOPMENT	0.00	1,207,000.00	1,194,599.00	0.00	1,194,599.00	12,401.00	1.03 %
<a href="#">02-58400-444</a>	ECONOMIC DEVELOPMENT GRANTS	-23,234.78	554,356.00	241,870.68	23,349.78	265,220.46	312,370.32	56.35 %
<a href="#">02-58400-445</a>	MARKETING INCENTIVES	0.00	80,000.00	50,691.50	7,723.56	58,415.06	21,584.94	26.98 %
<a href="#">02-58500-460</a>	COMMUNITY POLICING INNOVATIONS	0.00	370,000.00	190,648.32	0.00	190,648.32	179,351.68	48.47 %
<a href="#">02-58500-470</a>	COMMUNITY SUPPORT PROJECTS	0.00	345,000.00	82,923.00	0.00	82,923.00	262,077.00	75.96 %
<a href="#">02-58500-480</a>	COMMUNITY SPECIAL EVENTS	-2,050.00	549,000.00	442,340.76	5,531.81	447,872.57	103,177.43	18.79 %
<b>Expense Totals:</b>		<b>-25,284.78</b>	<b>11,368,094.00</b>	<b>2,718,992.51</b>	<b>-240,578.39</b>	<b>2,478,414.12</b>	<b>8,914,964.66</b>	<b>78.42 %</b>
<b>02 - PROJECTS FUND Totals:</b>		<b>-25,284.78</b>	<b>1,280,000.00</b>	<b>-5,552,546.80</b>	<b>-258,664.83</b>	<b>-5,811,211.63</b>	<b>7,116,496.41</b>	
<b>03 - DEBT SERVICE</b>								
<b>Revenue</b>								
<a href="#">03-46100</a>	INTEREST INCOME	0.00	0.00	-9,068.43	-1,831.94	-10,900.37	10,900.37	0.00 %
<a href="#">03-49900</a>	TRANSFERS IN	0.00	-2,136,465.00	-2,136,465.00	0.00	-2,136,465.00	0.00	0.00 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-2,136,465.00</b>	<b>-2,145,533.43</b>	<b>-1,831.94</b>	<b>-2,147,365.37</b>	<b>10,900.37</b>	<b>0.51 %</b>
<b>Expense</b>								
<a href="#">03-59800-814</a>	BOND 2012 PRINCIPAL	0.00	1,331,000.00	0.00	0.00	0.00	1,331,000.00	100.00 %
<a href="#">03-59800-815</a>	BOND 2015 PRINCIPAL	0.00	380,000.00	0.00	0.00	0.00	380,000.00	100.00 %
<a href="#">03-59800-824</a>	BOND 2012 INTEREST	0.00	295,270.00	145,878.76	0.00	145,878.76	149,391.24	50.59 %
<a href="#">03-59800-826</a>	BOND 2015 INTEREST	0.00	129,195.00	64,597.51	0.00	64,597.51	64,597.49	50.00 %
<a href="#">03-59800-830</a>	FINANCIAL AGENT FEES	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<b>Expense Totals:</b>		<b>0.00</b>	<b>2,136,465.00</b>	<b>210,476.27</b>	<b>0.00</b>	<b>210,476.27</b>	<b>1,925,988.73</b>	<b>90.15 %</b>
<b>03 - DEBT SERVICE Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>-1,935,057.16</b>	<b>-1,831.94</b>	<b>-1,936,889.10</b>	<b>1,936,889.10</b>	
<b>Report Total:</b>		<b>-36,097.88</b>	<b>1,280,000.00</b>	<b>-8,664,803.37</b>	<b>1,234,782.88</b>	<b>-7,430,020.49</b>	<b>8,746,118.37</b>	

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND	-10,813.10	0.00	-1,177,199.41	1,495,279.65	318,080.24	-307,267.14	
02 - PROJECTS FUND	-25,284.78	1,280,000.00	-5,552,546.80	-258,664.83	-5,811,211.63	7,116,496.41	
03 - DEBT SERVICE	0.00	0.00	-1,935,057.16	-1,831.94	-1,936,889.10	1,936,889.10	
Report Total:	-36,097.88	1,280,000.00	-8,664,803.37	1,234,782.88	-7,430,020.49	8,746,118.37	



**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 - June 30, 2019

	<b>General Fund</b>	<b>Projects Fund</b>	<b>Debt Service Fund</b>	<b>Total Governmental Funds</b>
<b>REVENUES</b>				
Tax increment revenue	12,549,087	-	-	12,549,087
Marina Rent & Fuel Sales	982,221	-	-	982,221
Contributions and donations	-	-	-	-
Interest and other income	224,858	187,323	10,900	423,081
Total revenues	<u>13,756,165.74</u>	<u>187,322.75</u>	<u>10,900.37</u>	<u>13,954,389</u>
<b>EXPENDITURES</b>				
General government	3,835,479	-	-	3,835,479
Redevelopment projects	-	2,478,414	-	2,478,414
Debt service:				-
Principal	-	-	-	-
Interest and other charges	-	-	210,476	210,476
Total expenditures	<u>3,835,479</u>	<u>2,478,414</u>	<u>210,476</u>	<u>6,524,369</u>
Excess (deficiency) of revenues over expenditures	<u>9,920,687</u>	<u>(2,291,091)</u>	<u>(199,576)</u>	<u>7,430,019</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Funds Transfers in	-	8,102,303	2,136,465	10,238,768
Funds Transfers out	<u>(10,238,768)</u>	<u>-</u>	<u>-</u>	<u>(10,238,768)</u>
Total other financing sources (uses)	<u>(10,238,768)</u>	<u>8,102,303</u>	<u>2,136,465</u>	<u>-</u>
Net change in fund balances	<u>(318,081.24)</u>	<u>5,811,211.63</u>	<u>1,936,889.10</u>	<u>7,430,019</u>
Fund balances - beginning of year	<u>2,402,302</u>	<u>11,105,679</u>	<u>91,183</u>	<u>13,599,164</u>
Fund balances - end of year	<u>2,084,221</u>	<u>16,916,891</u>	<u>2,028,072</u>	<u>21,029,183</u>

**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 - June 30, 2019

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
<b>REVENUES</b>			
Tax increment revenue	\$ 12,421,686	\$ 12,421,686	\$ 12,549,087
Marina Rent & Fuel Sales	1,000,000.00	1,000,000	982,221
Interest and other income	-	-	224,858
Other financing sources (uses)	-	640,000	-
Total revenues	<u>13,421,686</u>	<u>14,061,686</u>	<u>13,756,166</u>
<b>EXPENDITURES</b>			
General government	<u>3,822,918</u>	<u>3,822,918</u>	<u>3,835,479</u>
Total expenditures	<u>3,822,918</u>	<u>3,822,918</u>	<u>3,835,479</u>
Excess of revenues over expenditures	<u>9,598,768</u>	<u>10,238,768</u>	<u>9,920,687</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Carryover fund balance			-
Transfers out	<u>(9,598,768)</u>	<u>(10,238,768)</u>	<u>(10,238,768)</u>
Total other financing sources (uses)	<u>(9,598,768)</u>	<u>(10,238,768)</u>	<u>(10,238,768)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>(318,081)</u>
Fund balances - beginning of year			<u>2,402,302</u>
Fund balances - end of year			<u>\$ 2,084,221</u>

The notes to the basic financial statements are an integral part of this statement.



## **CRA BOARD MEETING OF: August 13, 2019**

### **CONSENT AGENDA**

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#### **AGENDA ITEM: 11.B.**

##### **SUBJECT:**

Financial Report Period Ending July 31, 2019

##### **SUMMARY:**

Attached is the Agency's monthly financial and budget report representing the Agency's revenues and expenses for July 2019 (Attachment I); Statement of Revenues, Expenditures and Changes in Fund Balance Report (Attachment II); and, Budget Comparison Schedule - General Fund (Attachment III).

##### **CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan and FY 2018-2019 CRA Budget

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##### **ATTACHMENTS:**

###### **Description**

- ▣ **Attachment I - Monthly Financial Report for Period Ending July 31, 2019**
- ▣ **Attachment II - Statement of Revenues, Expenditures and Changes in Fund Balance Report**
- ▣ **Attachment III - Budget Comparison Schedule**





Boynton Beach CRA, FL

# Detail vs Budget Report

## Account Summary

Date Range: 07/01/2019 - 07/31/2019

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>01 - GENERAL FUND</b>								
<b>Revenue</b>								
<a href="#">01-41000</a>	T.I.F. COLLECTIONS	0.00	-12,421,686.00	-12,549,087.00	0.00	-12,549,087.00	127,401.00	1.03 %
<a href="#">01-42115</a>	MARINA RENTS	0.00	-100,000.00	-80,164.56	-9,528.50	-89,693.06	-10,306.94	-10.31 %
<a href="#">01-42116</a>	MISCELLANEOUS RENTS FRO PROPER	0.00	0.00	-2,157.38	-60.00	-2,217.38	2,217.38	0.00 %
<a href="#">01-42117</a>	MARINA FUEL SALES	0.00	-900,000.00	-896,437.03	-151,226.90	-1,047,663.93	147,663.93	16.41 %
<a href="#">01-42118</a>	MARINA MISC INCOME	0.00	0.00	-3,462.22	89.78	-3,372.44	3,372.44	0.00 %
<a href="#">01-46100</a>	INTEREST INCOME	0.00	0.00	-33,169.89	-2,992.22	-36,162.11	36,162.11	0.00 %
<a href="#">01-47200</a>	IN KIND REVENUE	0.00	0.00	-173,765.97	-19,357.33	-193,123.30	193,123.30	0.00 %
<a href="#">01-48100</a>	MISCELLANEOUS INCOME	0.00	0.00	-17,921.69	-1,213.30	-19,134.99	19,134.99	0.00 %
<a href="#">01-49100</a>	OTHER FINANCING SOURCES	0.00	-640,000.00	0.00	0.00	0.00	-640,000.00	-100.00 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-14,061,686.00</b>	<b>-13,756,165.74</b>	<b>-184,288.47</b>	<b>-13,940,454.21</b>	<b>-121,231.79</b>	<b>-0.86 %</b>
<b>Expense</b>								
<a href="#">01-51010-200</a>	CONTRACTUAL EXPENSE	0.00	7,500.00	1,919.91	56.25	1,976.16	5,523.84	73.65 %
<a href="#">01-51010-216</a>	ADVERTISING & PUBLIC NOTICES	0.00	6,500.00	3,478.91	807.28	4,286.19	2,213.81	34.06 %
<a href="#">01-51010-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	14,500.00	3,813.61	0.00	3,813.61	10,686.39	73.70 %
<a href="#">01-51010-227</a>	DELIVERY SERVICES	0.00	750.00	75.69	0.00	75.69	674.31	89.91 %
<a href="#">01-51010-310</a>	OFFICE SUPPLIES	0.00	750.00	10.69	0.00	10.69	739.31	98.57 %
<a href="#">01-51230-100</a>	PERSONNEL SERVICES	0.00	457,250.00	321,599.06	32,481.18	354,080.24	103,169.76	22.56 %
<a href="#">01-51230-115</a>	CAR ALLOWANCE	0.00	5,220.00	3,854.60	401.52	4,256.12	963.88	18.47 %
<a href="#">01-51230-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	16,900.00	12,034.58	1,384.66	13,419.24	3,480.76	20.60 %
<a href="#">01-51230-226</a>	MEMBERSHIP DUES	0.00	11,085.00	5,541.00	0.00	5,541.00	5,544.00	50.01 %
<a href="#">01-51230-227</a>	DELIVERY SERVICES	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">01-51230-229</a>	CAREER DEVELOPMENT	0.00	19,500.00	4,258.40	0.00	4,258.40	15,241.60	78.16 %
<a href="#">01-51230-310</a>	OFFICE SUPPLIES	0.00	3,000.00	946.07	107.94	1,054.01	1,945.99	64.87 %
<a href="#">01-51230-315</a>	POSTAGE	0.00	2,500.00	594.41	108.99	703.40	1,796.60	71.86 %
<a href="#">01-51230-340</a>	CELLULAR PHONES	0.00	3,420.00	2,372.43	253.22	2,625.65	794.35	23.23 %
<a href="#">01-51230-355</a>	SUBSCRIPTIONS	0.00	605.00	0.00	0.00	0.00	605.00	100.00 %
<a href="#">01-51230-360</a>	BOOKS & PUBLICATIONS	0.00	500.00	264.68	189.71	454.39	45.61	9.12 %
<a href="#">01-51230-400</a>	EQUIPMENT COSTS	0.00	2,000.00	732.83	0.00	732.83	1,267.17	63.36 %
<a href="#">01-51325-100</a>	PERSONNEL SERVICES	0.00	168,269.00	125,760.95	12,943.79	138,704.74	29,564.26	17.57 %
<a href="#">01-51325-200</a>	CONTRACTUAL EXPENSE	0.00	250.00	175.00	0.00	175.00	75.00	30.00 %
<a href="#">01-51325-201</a>	BANK FEES	0.00	3,000.00	3,612.62	458.49	4,071.11	-1,071.11	-35.70 %
<a href="#">01-51325-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	8,450.00	3,618.73	0.00	3,618.73	4,831.27	57.17 %
<a href="#">01-51325-226</a>	MEMBERSHIP DUES	0.00	1,300.00	499.00	0.00	499.00	801.00	61.62 %
<a href="#">01-51325-227</a>	DELIVERY COSTS	0.00	500.00	162.00	0.00	162.00	338.00	67.60 %
<a href="#">01-51325-229</a>	CAREER DEVELOPMENT	0.00	5,000.00	2,045.94	0.00	2,045.94	2,954.06	59.08 %

**Detail vs Budget Report**

**Date Range: 07/01/2019 - 07/31/2019**

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">01-51325-310</a>	OFFICE SUPPLIES	0.00	2,500.00	648.57	29.34	677.91	1,822.09	72.88 %
<a href="#">01-51325-340</a>	CELLULAR PHONES	0.00	1,440.00	922.65	102.86	1,025.51	414.49	28.78 %
<a href="#">01-51325-355</a>	SUBSCRIPTIONS	0.00	1,300.00	1,099.00	0.00	1,099.00	201.00	15.46 %
<a href="#">01-51325-360</a>	BOOKS & PUBLICATIONS	0.00	700.00	0.00	0.00	0.00	700.00	100.00 %
<a href="#">01-51325-365</a>	OFFICE PRINTING COSTS	-70.00	600.00	0.00	0.00	0.00	670.00	111.67 %
<a href="#">01-51325-400</a>	EQUIPMENT COSTS	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">01-51410-213</a>	GENERAL PROPERTY COVERAGE	0.00	172,500.00	123,047.26	3,746.00	126,793.26	45,706.74	26.50 %
<a href="#">01-51420-200</a>	CONTRACTUAL EXPENSE	-1,584.00	142,000.00	60,281.17	6,534.00	66,815.17	76,768.83	54.06 %
<a href="#">01-51420-201</a>	CONTRACT LEGAL	-10,000.00	100,000.00	42,343.16	10,201.47	52,544.63	57,455.37	57.46 %
<a href="#">01-51420-204</a>	CITY STAFF COSTS	0.00	22,000.00	1,567.00	0.00	1,567.00	20,433.00	92.88 %
<a href="#">01-51440-100</a>	PERSONNEL SERVICES	0.00	78,950.00	59,301.03	6,073.00	65,374.03	13,575.97	17.20 %
<a href="#">01-51440-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	29,820.00	1,200.42	0.00	1,200.42	28,619.58	95.97 %
<a href="#">01-51440-226</a>	MEMBERSHIP DUES	0.00	1,350.00	0.00	0.00	0.00	1,350.00	100.00 %
<a href="#">01-51440-227</a>	DELIVERY SERVICES	0.00	300.00	62.88	142.55	205.43	94.57	31.52 %
<a href="#">01-51440-229</a>	CAREER DEVELOPMENT	0.00	6,300.00	275.00	0.00	275.00	6,025.00	95.63 %
<a href="#">01-51440-310</a>	OFFICE SUPPLIES	0.00	1,500.00	532.08	11.05	543.13	956.87	63.79 %
<a href="#">01-51440-340</a>	CELLULAR PHONES	0.00	540.00	405.00	45.00	450.00	90.00	16.67 %
<a href="#">01-51440-355</a>	SUBSCRIPTIONS	0.00	1,500.00	801.60	100.20	901.80	598.20	39.88 %
<a href="#">01-51440-360</a>	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00 %
<a href="#">01-51440-365</a>	OFFICE PRINTING COSTS	0.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
<a href="#">01-51620-200</a>	CONTRACTUAL EXPENSE	0.00	3,045.00	1,124.82	0.00	1,124.82	1,920.18	63.06 %
<a href="#">01-51620-201</a>	PROPERTY TAXES & ASSOC. DUES	0.00	75,000.00	53,800.95	2,299.08	56,100.03	18,899.97	25.20 %
<a href="#">01-51620-205</a>	RENTAL OF OFFICES	0.00	104,000.00	61,986.41	5,977.87	67,964.28	36,035.72	34.65 %
<a href="#">01-51620-208</a>	EQUIPMENT LEASES	-687.13	11,500.00	7,058.83	687.13	7,745.96	4,441.17	38.62 %
<a href="#">01-51620-209</a>	PROPERTY MAINTENANCE COST	-11,150.00	490,000.00	115,965.28	13,469.53	129,434.81	371,715.19	75.86 %
<a href="#">01-51620-210</a>	IN KIND EXPENSE	0.00	0.00	173,765.97	19,357.33	193,123.30	-193,123.30	0.00 %
<a href="#">01-51620-224</a>	SIGNAGE	0.00	10,000.00	1,202.85	0.00	1,202.85	8,797.15	87.97 %
<a href="#">01-51620-325</a>	ELECTRICITY COSTS	0.00	15,000.00	9,217.82	2,304.80	11,522.62	3,477.38	23.18 %
<a href="#">01-51620-326</a>	WATER CHARGES	0.00	15,000.00	5,188.85	417.37	5,606.22	9,393.78	62.63 %
<a href="#">01-51620-600</a>	DEPREACTION EXPENSE	0.00	0.00	0.00	186,806.80	186,806.80	-186,806.80	0.00 %
<a href="#">01-51630-200</a>	CONTRACTUAL	0.00	500.00	450.00	0.00	450.00	50.00	10.00 %
<a href="#">01-51630-209</a>	PROPERTY MAINTENENCE	0.00	28,000.00	15,601.69	912.50	16,514.19	11,485.81	41.02 %
<a href="#">01-51630-241</a>	MARINA FUEL MANAGEMENT	0.00	187,180.00	140,158.53	15,573.17	155,731.70	31,448.30	16.80 %
<a href="#">01-51630-242</a>	MARINE FUEL STATION OVERHEAD	0.00	29,500.00	25,845.39	3,120.43	28,965.82	534.18	1.81 %
<a href="#">01-51630-310</a>	OFFICE SUPPLIES	0.00	1,000.00	440.15	0.00	440.15	559.85	55.99 %
<a href="#">01-51630-325</a>	ELECTRIC COSTS	0.00	8,100.00	4,470.76	636.94	5,107.70	2,992.30	36.94 %
<a href="#">01-51630-326</a>	WATER COSTS	0.00	12,000.00	3,913.97	364.08	4,278.05	7,721.95	64.35 %
<a href="#">01-51630-327</a>	GASOLINE & DEISEL FUEL PURCHAS	0.00	721,720.00	616,247.79	115,143.80	731,391.59	-9,671.59	-1.34 %
<a href="#">01-51630-328</a>	MARINA DIESEL SALES TAX	0.00	12,000.00	11,338.80	712.22	12,051.02	-51.02	-0.43 %
<a href="#">01-51650-200</a>	CONTRACTUAL EXPENSE	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">01-51650-210</a>	CITY IT SUPPORT	-354.00	27,000.00	13,540.64	354.00	13,894.64	13,459.36	49.85 %
<a href="#">01-51650-211</a>	COMPUTER SOFTWARE & LICENSES	0.00	3,500.00	1,829.00	0.00	1,829.00	1,671.00	47.74 %
<a href="#">01-51650-212</a>	FINANCIAL SOFTWARE MAINTENANCE	0.00	29,000.00	12,944.47	750.00	13,694.47	15,305.53	52.78 %
<a href="#">01-51650-330</a>	TELEPHONE LINES	0.00	8,000.00	5,677.22	823.14	6,500.36	1,499.64	18.75 %

Detail vs Budget Report

Date Range: 07/01/2019 - 07/31/2019

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">01-51650-400</a>	EQUIPMENT COSTS	0.00	9,000.00	8,939.95	0.00	8,939.95	60.05	0.67 %
<a href="#">01-51990-200</a>	CONTRACTUAL EXPENSE	0.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
<a href="#">01-57400-100</a>	PERSONNEL SERVICES	0.00	64,594.00	48,700.37	4,968.80	53,669.17	10,924.83	16.91 %
<a href="#">01-57400-216</a>	ADVERTISING & PUBLIC NOTICES	0.00	40,000.00	16,264.00	1,320.00	17,584.00	22,416.00	56.04 %
<a href="#">01-57400-218</a>	ANNUAL REPORT & BROCHURES	0.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00 %
<a href="#">01-57400-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	4,400.00	291.40	0.00	291.40	4,108.60	93.38 %
<a href="#">01-57400-226</a>	MEMBERSHIP DUES	0.00	5,850.00	1,755.00	1,970.00	3,725.00	2,125.00	36.32 %
<a href="#">01-57400-227</a>	DELIVERY SERVICES	0.00	4,000.00	511.30	0.00	511.30	3,488.70	87.22 %
<a href="#">01-57400-229</a>	CAREER DEVELOPMENT	0.00	2,500.00	0.00	640.08	640.08	1,859.92	74.40 %
<a href="#">01-57400-236</a>	PHOTOGRAPHY / VIDEOS	0.00	15,000.00	7,760.00	1,190.00	8,950.00	6,050.00	40.33 %
<a href="#">01-57400-310</a>	OFFICE SUPPLIES	0.00	1,500.00	530.02	11.01	541.03	958.97	63.93 %
<a href="#">01-57400-340</a>	CELLULAR PHONES	0.00	540.00	405.00	45.00	450.00	90.00	16.67 %
<a href="#">01-57400-355</a>	SUBSCRIPTIONS	0.00	1,005.00	1,005.00	0.00	1,005.00	0.00	0.00 %
<a href="#">01-57400-360</a>	BOOKS & PUBLICATIONS	0.00	200.00	113.86	0.00	113.86	86.14	43.07 %
<a href="#">01-57400-365</a>	OFFICE PRINTING COSTS	0.00	3,500.00	3,166.85	0.00	3,166.85	333.15	9.52 %
<a href="#">01-57500-100</a>	PERSONNEL SERVICES	0.00	58,066.00	42,879.40	4,466.60	47,346.00	10,720.00	18.46 %
<a href="#">01-57500-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	6,100.00	367.87	744.08	1,111.95	4,988.05	81.77 %
<a href="#">01-57500-226</a>	MEMBERSHIP DUES	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">01-57500-229</a>	CAREER DEVELOPMENT	0.00	2,500.00	321.00	0.00	321.00	2,179.00	87.16 %
<a href="#">01-57500-310</a>	OFFICE SUPPLIES	0.00	1,500.00	1,030.30	104.91	1,135.21	364.79	24.32 %
<a href="#">01-57500-340</a>	CELLULAR PHONES	0.00	540.00	405.00	45.00	450.00	90.00	16.67 %
<a href="#">01-57500-355</a>	SUBSCRIPTIONS	0.00	250.00	49.99	0.00	49.99	200.01	80.00 %
<a href="#">01-57500-360</a>	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00 %
<a href="#">01-58300-500</a>	GAIN / LOSS ON ASSET	0.00	0.00	1,365,061.56	-142,180.95	1,222,880.61	-1,222,880.61	0.00 %
<a href="#">01-59000-151</a>	F.I.C.A.	0.00	48,000.00	35,015.61	3,748.00	38,763.61	9,236.39	19.24 %
<a href="#">01-59000-152</a>	MEDICARE	0.00	11,277.00	8,502.14	876.55	9,378.69	1,898.31	16.83 %
<a href="#">01-59000-153</a>	RETIREMENT PLAN 401(a)	0.00	173,854.00	153,843.00	250.00	154,093.00	19,761.00	11.37 %
<a href="#">01-59000-154</a>	WORKERS COMP INSURANCE	0.00	2,500.00	2,038.66	0.00	2,038.66	461.34	18.45 %
<a href="#">01-59000-155</a>	HEALTH INSURANCE	0.00	110,000.00	62,930.79	5,313.96	68,244.75	41,755.25	37.96 %
<a href="#">01-59000-156</a>	DENTAL INSURANCE	0.00	4,500.00	2,951.46	314.71	3,266.17	1,233.83	27.42 %
<a href="#">01-59000-157</a>	LIFE INSURANCE	0.00	1,500.00	434.70	48.30	483.00	1,017.00	67.80 %
<a href="#">01-59000-158</a>	SHORT / LONG TERM DISABILITY	0.00	3,448.00	4,250.50	425.05	4,675.55	-1,227.55	-35.60 %
<a href="#">01-59000-159</a>	UNEMPLOYMENT CHARGES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<a href="#">01-59000-160</a>	VISION INSURANCE	0.00	600.00	358.86	38.43	397.29	202.71	33.79 %
<a href="#">01-59000-161</a>	COMPENSATED ABSENSES	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
<a href="#">01-59800-990</a>	TRANS OUT TO DEBT SERVICE FUND	0.00	2,136,465.00	2,136,465.00	0.00	2,136,465.00	0.00	0.00 %
<a href="#">01-59999-990</a>	INTERFUND TRANSFERS OUT	0.00	8,102,303.00	8,102,303.00	0.00	8,102,303.00	0.00	0.00 %
Expense Totals:		-23,845.13	14,061,686.00	14,080,279.71	330,228.22	14,410,507.93	-324,976.80	-2.31 %
01 - GENERAL FUND Totals:		-23,845.13	0.00	324,113.97	145,939.75	470,053.72	-446,208.59	
<b>02 - PROJECTS FUND</b>								
Revenue								
<a href="#">02-44100</a>	FESTIVAL & EVENT INCOME	0.00	0.00	-61,768.59	0.00	-61,768.59	61,768.59	0.00 %
<a href="#">02-46100</a>	INTEREST INCOME	0.00	0.00	-120,854.42	-15,480.86	-136,335.28	136,335.28	0.00 %



Detail vs Budget Report

Date Range: 07/01/2019 - 07/31/2019

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">02-48100</a>	MISCELLANEOUS INCOME	0.00	0.00	-4,699.74	-100.00	-4,799.74	4,799.74	0.00 %
<a href="#">02-49100</a>	OTHER FINANCING SOURCES	0.00	-3,265,791.00	0.00	0.00	0.00	-3,265,791.00	-100.00 %
<a href="#">02-49900</a>	TRANSFERS IN	0.00	-6,822,303.00	-8,102,303.00	0.00	-8,102,303.00	1,280,000.00	18.76 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-10,088,094.00</b>	<b>-8,289,625.75</b>	<b>-15,580.86</b>	<b>-8,305,206.61</b>	<b>-1,782,887.39</b>	<b>-17.67 %</b>
<b>Expense</b>								
<a href="#">02-58100-201</a>	BANK FEES	0.00	0.00	30.00	0.00	30.00	-30.00	0.00 %
<a href="#">02-58100-202</a>	CONTINGENCY EXPENSE	0.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
<a href="#">02-58100-203</a>	CONTRACTUAL EXPENSE	-2,977.00	204,979.00	-244,852.51	5,677.00	-239,175.51	447,131.51	218.14 %
<a href="#">02-58100-213</a>	LEGAL FEES	0.00	125,000.00	60,280.00	14,290.00	74,570.00	50,430.00	40.34 %
<a href="#">02-58200-401</a>	BUILDINGS	0.00	475,000.00	2,169.01	0.00	2,169.01	472,830.99	99.54 %
<a href="#">02-58200-404</a>	CONSTRUCTION IN PROGRESS	0.00	190,000.00	207,403.10	9,495.38	216,898.48	-26,898.48	-14.16 %
<a href="#">02-58200-405</a>	SITE WORK AND DEMOLITION FEES	0.00	66,315.00	10,556.23	14,720.00	25,276.23	41,038.77	61.88 %
<a href="#">02-58200-406</a>	INFRASTRUCTURE AND STREETScape	0.00	7,101,444.00	203,149.88	0.00	203,149.88	6,898,294.12	97.14 %
<a href="#">02-58400-443</a>	DIFA-ECONOMIC DEVELOPMENT	0.00	1,207,000.00	1,194,599.00	0.00	1,194,599.00	12,401.00	1.03 %
<a href="#">02-58400-444</a>	ECONOMIC DEVELOPMENT GRANTS	40,429.72	554,356.00	266,806.98	6,358.05	273,165.03	240,761.25	43.43 %
<a href="#">02-58400-445</a>	MARKETING INCENTIVES	11,136.00	80,000.00	58,415.06	7,575.70	65,990.76	2,873.24	3.59 %
<a href="#">02-58500-460</a>	COMMUNITY POLICING INNOVATIONS	-79,223.30	370,000.00	190,648.32	79,223.30	269,871.62	179,351.68	48.47 %
<a href="#">02-58500-470</a>	COMMUNITY SUPPORT PROJECTS	0.00	345,000.00	82,923.00	0.00	82,923.00	262,077.00	75.96 %
<a href="#">02-58500-480</a>	COMMUNITY SPECIAL EVENTS	-720.00	549,000.00	447,872.57	6,786.01	454,658.58	95,061.42	17.32 %
<b>Expense Totals:</b>		<b>-31,354.58</b>	<b>11,368,094.00</b>	<b>2,480,000.64</b>	<b>144,125.44</b>	<b>2,624,126.08</b>	<b>8,775,322.50</b>	<b>77.19 %</b>
<b>02 - PROJECTS FUND Totals:</b>		<b>-31,354.58</b>	<b>1,280,000.00</b>	<b>-5,809,625.11</b>	<b>128,544.58</b>	<b>-5,681,080.53</b>	<b>6,992,435.11</b>	
<b>03 - DEBT SERVICE</b>								
<b>Revenue</b>								
<a href="#">03-46100</a>	INTEREST INCOME	0.00	0.00	-10,900.37	-1,894.72	-12,795.09	12,795.09	0.00 %
<a href="#">03-49900</a>	TRANSFERS IN	0.00	-2,136,465.00	-2,136,465.00	0.00	-2,136,465.00	0.00	0.00 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-2,136,465.00</b>	<b>-2,147,365.37</b>	<b>-1,894.72</b>	<b>-2,149,260.09</b>	<b>12,795.09</b>	<b>0.60 %</b>
<b>Expense</b>								
<a href="#">03-59800-814</a>	BOND 2012 PRINCIPAL	0.00	1,331,000.00	0.00	0.00	0.00	1,331,000.00	100.00 %
<a href="#">03-59800-815</a>	BOND 2015 PRINCIPAL	0.00	380,000.00	0.00	0.00	0.00	380,000.00	100.00 %
<a href="#">03-59800-824</a>	BOND 2012 INTEREST	0.00	295,270.00	145,878.76	0.00	145,878.76	149,391.24	50.59 %
<a href="#">03-59800-826</a>	BOND 2015 INTEREST	0.00	129,195.00	64,597.51	0.00	64,597.51	64,597.49	50.00 %
<a href="#">03-59800-830</a>	FINANCIAL AGENT FEES	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<b>Expense Totals:</b>		<b>0.00</b>	<b>2,136,465.00</b>	<b>210,476.27</b>	<b>0.00</b>	<b>210,476.27</b>	<b>1,925,988.73</b>	<b>90.15 %</b>
<b>03 - DEBT SERVICE Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>-1,936,889.10</b>	<b>-1,894.72</b>	<b>-1,938,783.82</b>	<b>1,938,783.82</b>	
<b>Report Total:</b>		<b>-55,199.71</b>	<b>1,280,000.00</b>	<b>-7,422,400.24</b>	<b>272,589.61</b>	<b>-7,149,810.63</b>	<b>8,485,010.34</b>	

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND	-23,845.13	0.00	324,113.97	145,939.75	470,053.72	-446,208.59	
02 - PROJECTS FUND	-31,354.58	1,280,000.00	-5,809,625.11	128,544.58	-5,681,080.53	6,992,435.11	
03 - DEBT SERVICE	0.00	0.00	-1,936,889.10	-1,894.72	-1,938,783.82	1,938,783.82	
Report Total:	-55,199.71	1,280,000.00	-7,422,400.24	272,589.61	-7,149,810.63	8,485,010.34	

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**

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

## Statement of Revenues, Expenditures and Changes in Fund Balances

Through Year to Date - July 31, 2019

	<b>General Fund</b>	<b>Projects Fund</b>	<b>Debt Service Fund</b>	<b>Total Governmental Funds</b>
<b>REVENUES</b>				
Tax increment revenue	12,549,087	-	-	12,549,087
Marina Rent & Fuel Sales	1,142,947	-	-	1,142,947
Contributions and donations	-	-	-	-
Interest and other income	248,420	202,904	12,795	464,119
Total revenues	<u>13,940,454</u>	<u>202,904</u>	<u>12,795</u>	<u>14,156,153</u>
<b>EXPENDITURES</b>				
General government	4,171,740	-	-	4,171,740
Redevelopment projects	-	2,624,126	-	2,624,126
Debt service:				-
Principal	-	-	-	-
Interest and other charges	-	-	210,476	210,476
Total expenditures	<u>4,171,740</u>	<u>2,624,126</u>	<u>210,476</u>	<u>7,006,342</u>
Excess (deficiency) of revenues over expenditures	<u>9,768,714</u>	<u>(2,421,222)</u>	<u>(197,681)</u>	<u>7,149,811</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Funds Transfers in	-	8,102,303	2,136,465	10,238,768
Funds Transfers out	(10,238,768)	-	-	(10,238,768)
Total other financing sources (uses)	<u>(10,238,768)</u>	<u>8,102,303</u>	<u>2,136,465</u>	<u>-</u>
Net change in fund balances	(470,054)	5,681,081	1,938,784	7,149,811
Fund balances - beginning of year	2,402,302	11,105,679	91,183	13,599,164
Fund balances - end of year	<u>1,932,248.28</u>	<u>16,786,759.53</u>	<u>2,029,966.82</u>	<u>20,748,974.63</u>

**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 - July 31, 2019

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
<b>REVENUES</b>			
Tax increment revenue	\$ 12,421,686	\$ 12,421,686	12,549,087
Marina Rent & Fuel Sales	1,000,000.00	1,000,000	1,142,947
Interest and other income	-	-	248,420
Other financing sources (uses)	-	640,000	-
Total revenues	<u>13,421,686</u>	<u>14,061,686</u>	<u>13,940,454</u>
<b>EXPENDITURES</b>			
General government	<u>3,822,918</u>	<u>3,822,918</u>	<u>4,171,740</u>
Total expenditures	<u>3,822,918</u>	<u>3,822,918</u>	<u>4,171,740</u>
Excess of revenues over expenditures	<u>9,598,768</u>	<u>10,238,768</u>	<u>9,768,714</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Carryover fund balance			-
Transfers out	<u>(9,598,768)</u>	<u>(10,238,768)</u>	<u>(10,238,768)</u>
Total other financing sources (uses)	<u>(9,598,768)</u>	<u>(10,238,768)</u>	<u>(10,238,768)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>(470,054)</u>
Fund balances - beginning of year			<u>2,402,302</u>
Fund balances - end of year			<u>1,932,248</u>

The notes to the basic financial statements are an integral part of this statement.



**CRA BOARD MEETING OF: August 13, 2019**

**CONSENT AGENDA**

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**AGENDA ITEM: 11.C.**

**SUBJECT:**

Approval of CRA Board Meeting Minutes - July 9, 2019

**SUMMARY:**

See attached minutes.

**CRA BOARD OPTIONS:**

Approve the July 9, 2019 CRA Board Meeting Minutes

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**ATTACHMENTS:**

**Description**

- ▣ **July 9, 2019 CRA Board Minutes**

**Minutes of the Community Redevelopment Agency Board Meeting Held in the  
Intracoastal Park Clubhouse  
2240 N. Federal Highway, Boynton Beach, Florida  
On Tuesday, July 9, 2019, at 6:30 P.M.**

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**PRESENT:**

Justin Katz, Vice Chair  
Mack McCray, Board Member  
Christina Romelus, Board Member  
Ty Penserga, Board Member

Mike Simon, Executive Director  
Tara Duhy, Board Counsel

**ABSENT:**

Steven B. Grant, Chair

**1. Call to Order**

Vice Chair Katz called the meeting to order at 6:30 p.m.

**2. Invocation**

Board Member Penserga gave the invocation.

**3. Roll Call**

Roll call revealed a quorum was present.

**4. Agenda Approval**

A. Additions, Deletions, Corrections to the Agenda

B. Adoption of Agenda

**Motion**

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

**5. Legal**

None.



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

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

There were no disclosures made by any of the Board Members.

**7. Announcements and Awards**

None.

**8. Information Only**

**A. Marketing and Business Development Campaign**

**B. Public Relations Articles Associated with the BBCRA**

**9. Public Comments**

**Susan Oyer**, 140 SE 27<sup>th</sup> Way, announced Coco Gauff made it to round 16 at Wimbledon. She noted Ms. Gauff's grandmother is Yvonne Odom, who was a prominent resident in Boynton and Delray Beach. Board Member McCray clarified Ms. Gauff's great, great grandfather was the pastor at St. John Missionary Baptist Church, the Reverend Dr. RM Lee. He congratulated Ms. Gauff for putting Delray, Boynton Beach and Palm Beach County on the map.

**10. CRA Projects in Progress**

**A. CRA Economic Development Update**

Mr. Simon commented the update gave a year-to-date amount for this program. The budget this year was \$544,356. To-date, the CRA awarded \$240,804, leaving a balance, exclusive of any approvals on the agenda, of \$303,000.

**B. Sara Sims Park Project Update**

**Thuy Shutt**, CRA Assistant Director, announced Gary Dunmyer was present with Andrew Mack to give an update on the construction of the park and the local hiring component.

**Gary Dunmyer**, City Engineer, explained the project began in October and the City fenced the park to close it off to the public. In November, construction started. To-date, \$1.7 million has been spent, and the project should be substantially completed in late August with the punch out finished in September. Included in the project are pavilions,

drainage, and asphalt pathways. Board Member McCray noted there was flooding on parts of MLK Jr. Boulevard, and inquired if this would be alleviated. Mr. Dunmyer explained there is some flooding in the park now, but he covered the drains to keep the silt out of the exfiltration drains. The pathway will be a third of a mile long and water and sewer is connected to each pavilion. The amphitheater installation was almost finished. A second lift will be installed after construction has been completed. The restrooms should be completed in early August. The landscaping started and will be finished next week. The City will install grass on Wednesday. The City received new LED motion sensor light poles that dim and brighten with movement, making it easier for the Police to see trespassers at the park.

Mr. Dunmyer reported the existing trees were trimmed making the area look attractive. The fence around the park is four-feet, four-inches high. Barbs on the top of the fence should prevent individuals from climbing the fence. There are five emergency call boxes at the park that have a direct line to dispatch; not 911. Other security features included 11 on site cameras. Six cameras are point, tilt and zoom cameras. Five 360 cameras observe all directions and will be monitored by the Boynton Beach Police Department. There are also eight License Plate Readers (LPRs). The parking lot has new trees, scrubs and new islands. There will be new concrete pathways between the racquetball courts and playground, which will have three different colors. It will be visually stimulating that will tie the entire park together.

**Andrew Mack**, Director of Public Works, added the park would be monitored by the Police in the Real Time Crime Center in the new Police Headquarters. Each time the City develops or enhances a park, License Plate Readers (LPRs), cameras and call boxes would be added for security. Mr. Mack also viewed security footage at the 4<sup>th</sup> of July event, which was impressive.

Mr. Mack explained work on the park was to be broken into components to allow for maximum local participation in accordance with the Local Business Preference Program for this project. Staff divided the project into segments by trade such as demolition, drainage, restrooms, and water and sewer. Due to procurement rules, the work had to be formally bid and staff issued solicitations and received quotes. Staff researched vendors through Business Tax Receipt records, associations and known contacts. Eleven contracts and purchase orders were issued for the project. Of the 11, the City did not secure any vendors from Boynton Beach. Mr. Mack anticipated this would improve as the City continues to grow the program and more vendors become aware of it. Staff received one proposal from Alpha Fencing, but they were not the lowest bidder and, the vendor was not awarded the contract. Board Member Penserga requested clarification for "exceeded allowable limits". Mr. Mack responded with an explanation on how the process worked. A local vendor can be up to 5% more than the low bid and be awarded the project. Staff was unable to find any local vendors for water, sewer and drainage projects. Mr. Mack explained when the City issues formal bids, local Boynton Beach vendors did pick up plans and reviewed them, but because the economy was doing well, they did not submit a proposal. TJ Bowles intended to submit a bid, but many contractors are busy.

Creative Metals did not submit a fence bid. PGA Land Clearing was contacted, but they went out of business and Mr. Mack praised Mr. Dunmyer on a great job trying to solicit local businesses.

Future strategies included holding workshops with Finance and David Scott, Director of Economic Development and Strategy, to provide vendor's guidance on the City's purchasing requirements. Staff is also looking to work with potential start-up companies in various trades or find companies that provide services similar to the commodities the City seeks.

The City plans to have the grand opening/dedication of the park in September.

#### **C. Business Tax Receipts for Contractors Located within the City of Boynton Beach**

Mr. Simon explained he Board wanted local hiring to occur and to ensure there were adequate contractors. Staff provided several attachments with GIS maps delineating CRA District and citywide contractors. The CRA also provided a list of general contractors, landscape service contractors in and out of the CRA area so staff could adequately distribute the information to contractors.

Board Member Penserga asked if staff would use the list and keep track of the progress. Mr. Simon explained the first task was to put the list together. Staff would look at contractors in the CRA District first, and then within City limits to assist developers when they are asked to hold job fairs, issue invitations to bid and reach out to local contractors. Staff would look at the scope of services when reaching out to the contractors. Once there are contracts with local vendors, staff can create a database of resume and performance building so vendors could be ranked and monitored. Mr. Simon and Ms. Shutt have not sat down with David Scott yet, as a partner, but the best way to accomplish the goal was to do what he just outlined. If independent contractors participate, they can identify issues they encountered and comment with why they did not bid on a project. Staff can then fill in the gaps in the companies, via training or number of employees needed to bid on a job by linking them with other agencies. It was noted the map shows where the company is registered, but their employees may not be from the area. Board Member Penserga favored finding out where the employees are from.

**Susan Oyer**, 140 SE 27<sup>th</sup> Way, asked about service trucks parked in neighborhoods that are not included on the map. She asked if there was a way to enforce the BTRs and add individuals to the list. She thought there may be many more lawn care companies than what was depicted. She thought it may be a Community Standards issue, but it would benefit the CRA. Vice Chair Katz commented Community Standards could be consulted, but just because there is a truck parked at a residence, does not mean it is registered in this City. Staff could look into the situation, but cannot send Community Standards out to solicit individuals. Ms. Oyer thought it could boost the amount of options. Board Member McCray noted when staff see trucks, they may be there from sun down to sun



up and it will be hard for Code to ride around at night. Ms. Oyer noted Community Standards hired three new people this week and maybe they should work shifts on the weekends and at night.

Board Member Romelus asked about landscaping services. Mr. Simon explained a landscape service contractor could install landscape materials and perform maintenance. It is a separate license. A tree trimmer cannot install landscaping under this specific license. There is a maintenance license and a contracting license for new projects or renovations involving installation, and there are bids on the landscaping component of the Town Square and Sara Sims project.

Vice Chair Katz thanked staff for putting the list together. There are additional steps to take to have preferred vendors and he liked the direction taken to further goals of local hiring. Board Member Romelus looked forward to offering training and workshops to afford local business owners to take advantage of the opportunities the City is offering.

#### D. Social Media Activity Report for Business Development Events April - June 2019

Mr. Simon explained this Quarterly Report covered two events, *Rock the Plaza* and *Rock the Marina/Lionfish Derby* events. **Azim Hussain**, Marketing/Special Events and Economic Development Assistant, explained the CRA hosted two business/development events; the Rock the Plaza event held on April 13<sup>th</sup>, and Rock the Marina/Lionfish Derby on June 1<sup>st</sup>. Staff used Facebook, Instagram and Twitter to promote the events as well as cross promotions with CRA merchants, including 62 organic social media posts. The posts reached 35,514 people. Seven Facebook ads promoted the events to Boynton Beach citizens and the surrounding areas, which reached 57,825 people at a cost to the CRA of \$382.10. A survey of the event reflected 53.5% of the event attendees heard about the event from social media. Rock the Plaza attracted 50 to 75 individuals and the Rock the Marina event attracted 370 people. Board Member Penserga attended several Rock the Plaza events and commented it is too hot from 12 to 3 p.m. He recommended shifting the hours.

#### E. Social Media Outreach Program Report

**Renee Roberts**, Social Media and Communications Specialist, commented this quarter, 67 businesses were registered for the Social Media Outreach Program (SMOP). Four new businesses have registered this quarter and 123 businesses were visited in total.

The CRA provides individualized SMOP kits. An example of the Rock the Marina kit included graphics, hashtags and instructions for the businesses on how to use them. Another initiative was the *Beat the Heat* campaign, which highlights local businesses, and incentivizing and encouraging individuals to frequent CRA merchants during the slow summer months. Staff asks businesses to share happy hours and specials and then creates custom graphics for them to use across all their platforms. Staff revamped the

CRA blog to help with search engine optimization. The Boynton Harbor Marina had no social media pages. Ms. Roberts set them up to start with a Facebook page and their staff has been working every day to share information about the Marina. Since April, the Marina gained 134 followers on Facebook. Between May and June, they had 843 engagements on their page. Engagement is important because it shows people are interacting with the post. They have a Five Star Facebook review and the Marina was a cohost for the Rock the Marina event, which reached over 39,000 people. The Boynton Harbor Marina shares information about local businesses. It is another outlet for local businesses to be visible to the public

Ms. Roberts explained the CRA has an ongoing GIS mapping project in conjunction with City staff to map all the local businesses in the CRA District and identify SMOP participants and CRA grant recipients. Future projects include collaboration with the special events team for the Boynton Beach Haunted Pirate Fest. Staff decided to make social media kits for all events in the future because they are very well received. The CRA will continue the Beat the Heat summer campaign, which will be reported on when the summer ends. Staff is still working on creating a customer social media kits and continuing the one-on-one assistance for the businesses. Board Member McCray commended staff. He has seen much improvement.

## **11. Consent Agenda**

**A.** Finance Department Purchase Orders for amounts exceeding \$10,000 for the month of June 2019

**B.** Approval of CRA Board Meeting Minutes - June 11, 2019

**C.** Approval of Commercial Property Improvement Grant Program in the amount of \$50,000 for Alberta Associates, LLC d/b/a Benvenuto located at 1730 N. Federal Highway

**D.** Approval of Commercial Property Improvement Grant Program in the amount of \$11,788.73 for Florida Tackle Company Inc. located in Ocean Palm Plaza at 1550 N. Federal Highway

This item was pulled by Commissioner McCray.

**E.** Approval of Commercial Rent Reimbursement Grant Program in the amount of \$11,136 for Florida Tackle Company Inc. located in Ocean Palm Plaza at 1550 N. Federal Highway

This item was pulled by Board Member McCray.

## **12. Pulled Consent Agenda Items**

Board Member McCray pulled Items D and E, which would be discussed together.

Board Member McCray visited Benvenuto and was impressed with the cleanliness and arrangements. When he introduced himself, the comments he received about City staff were very positive. He thanked the representative and advised it is nice to hear staff is doing what they are supposed to do.

### **Motion**

Board Member McCray moved to approve Item D. Board Member Penserga seconded the motion that unanimously passed.

### **Motion**

Board Member Penserga moved to approve Item E. Board Member McCray seconded the motion that unanimously passed.

### **Motion**

Board Member McCray moved to approve the remainder of the Consent Agenda. Board Member Romelus seconded the motion that unanimously passed.

Board Member Romelus looked forward to the renovations at Benvenuto, making Boynton Beach a destination.

## **13. Public Hearing**

## **14. Old Business**

### **A. Consideration and Discussion of Fiscal Year 2019/2020 Budget REVISED**

Mr. Simon explained this is the first discussion about the budget. There will be another discussion at the August 10<sup>th</sup> meeting and final adoption will occur at the September meeting. The CRA Advisory Board will also review the changes at their August and September meetings.

**Vicki Hill**, Finance Director, explained the CRA receives annual funding based on a percentage share of existing Boynton Beach property taxes paid to the County. The annual budget includes the General Fund, which includes expenses for administrative, general operating, insurance, property maintenance, Community Redevelopment Agency Advisory Board and marina related items. The Debt Service Fund includes the CRA's financial debt obligations and encumbrances such as bond repayments and developer



Tax Increment Funding agreements, and the Project Fund contains all of the capital projects, development or initiatives, property acquisition, local business grant programs and promotional events as well as eligible, innovative policing activities such as the Neighborhood Officer Police program.

The Property Appraiser's Office indicated the CRA Tax Increment Revenue is \$13,816,071, an increase of \$1.4M from last year. The Debt Service Fund is \$2.1M. The General Fund excludes capital projects, maintenance and legal expenses. The Women Club was allocated \$3M and the Marina operating expenses were allocated \$1 million. The spreadsheet reflected DIFA agreements, including the Town Square project, was allocated \$3.7M. Board Member McCray suggested having written materials for the public.

There were *estimated* roll over funds from 18/19 that could roll over to fiscal year 2019/2020 because the 18/19 fiscal year had a few months remaining.

The Martin Luther King Junior Boulevard line item had \$1.6 million to assist with the Centennial redevelopment project. The Board could add funds to it to assist with other development items such as sidewalks, lighting, and landscaping and parking. It would help with expenses for redevelopment on the Corridor. At the request of Vice Chair Katz, Mr. Simon added an additional column so the Board could allocate additional funding and see separate totals between the existing funds and whatever the Board decided to add. Later the Board added \$162,409 to the MLK Jr. Boulevard item bringing the total to \$1,762,409 in fiscal year 19/20. Funding for Future Redevelopment Projects had no changes and the rollover amount was \$883,712. Property Acquisitions had no changes and the rollover amount remained at \$460,000. The Cottage District Workforce Housing Project had \$430,462 and the Board added \$100,000 to it. The Community Caring Center acquisition remained unchanged at \$250,000. At the direction of the Board, Mr. Simon allocated \$300,000 for the Community Caring Center Relocation in 19/20.

The NE 3<sup>rd</sup> Street Improvements were discussed. The project was on the corner of NE 9<sup>th</sup> Avenue and NE 9<sup>th</sup> Street on the east end of the MLK Jr. Corridor and the commercial block on the west side of Railroad Avenue. The project would tie in to MLK Jr. Boulevard. Staff estimated the project, design, construction and underground utilities would be about \$500,000, which Mr. Simon allocated. The Board had no objections.

Business and Economic Development Grants had \$387,000 remaining. The Board added \$122,478 yielding a total of \$509,478.

Business Development and Promotional Events has \$616,180. This was a priority item to continue Pirate Fest, Rock the Plaza, Blarney Bash, and Light up the Park. Board Member Penserga commented he went to the In Culture Art Walk, which only gets \$6K and it was very successful. He noted people were spending money and participating. He felt the Arts District was akin to a Marina and it should be another destination point. People from all over came and he thought they should support the event double or triple the budget.

He would like to have two events per year and to scale it upwards. He thought there should be more security and lighting to accommodate growth.

Vice Chair Katz agreed with Board Member Penserga and would not oppose increasing the allocation from \$6k to \$20K. He noted the Cottage District and the MLK Jr. Boulevard Corridor line items were funded in addition to rolled over funds. He thought additional funds for the Art Walk could be taken from either line item. Board Member Romelus wanted to know how many attended and how it changed year over year. Mr. Simon explained there was a request during the fiscal year to assist with the Walk so staff added funds. This was the first time the CRA supported the event with the Boynton Beach Arts District. He could provide further information. Board Member Romelus agreed with Board Member Penserga. Last year \$5K was budgeted and they spent more so they allocated \$6K. Board Member McCray supported a \$20,000 allocation and pointed out every City has an Art walk. They could look at the data at the next meeting.

There were no objections to decreasing the Business Development and Promotional Events funding by \$14,000 to be used for the Art Walk leaving \$602,180 for the other events. Ms. Hill sought clarification and learned the recommendation is to obtain more data, and then the Board could determine what the increase would be. Board Member McCray supported making the allocation \$20K and seeing what the CRA Advisory Board does. There was agreement to add the \$14K, making the total \$20K, which could be removed later.

The Historic Women's Club of Boynton Beach Matching State Grant was allocated \$200,000 as staff received Board approval to apply for the funds. The amount was the required amount.

Mr. Simon allocated the requested funding based on the proposed Neighborhood Officer program this year, which would provide four officers, three sworn officers and one Community Service Officer. Since it was a priority for the Board, Mr. Simon allocated \$532,900.

Board Member McCray noted the program started at MLK Jr. Boulevard and is now at Carolyn Sims. He asked if the Sims Center would be the permanent location. Captain Paul Deale explained they would like to move into the Ocean Plaza, formerly the Yachtsman Plaza at 1500 N. Federal Highway. The Carolyn Sims Center was temporary. Board Member McCray asked if there was unused rent and learned there were funds received from the security deposit, but there were no unused rent monies. The amount funded for 2020 was new money. Board Member McCray noted there were two bike patrol officers when the program started. This request was for equipment. Captain Deale explained years ago, the bike patrol was part of the NOP. Bike serviceability was only five years. When the NOP program started three years ago, they purchased three bikes. The proposed budget requested an additional officer who needs a bike. Board Member McCray did not recall having bikes for five years. The program uses Segway's they still have, bikes and now a bike hitch, uniforms, equipment, and community event promotions

are needed. Board Member McCray asked about prefunding. Captain Deale explained the program was centered around the Heart of Boynton (HOB). As the program expands, the Officers have other projects elsewhere in the CRA District, which means they need vehicles. Board Member McCray asked what the \$6,413 would be used for. Captain Matthew Zeller explained prefunding pertained to the vehicles, which were maintained by the Police Department's Operational Budget. The vehicles needed to be replaced and the cost of a new vehicle is divided by the life cycle of the vehicle, which is six years. The prefunding cost is budgeted each year so there will be funds to purchase a new vehicle at the end of the vehicle's life cycle.

Board Member McCray queried when the move would occur. Mr. Simon responded the new office at Yachtsman Plaza should open October 1<sup>st</sup>. The rent for the office at Yachtsman Plaza is free, but the landlord wants them to contribute \$1,300 monthly to maintain the building. The segways are currently stored at 209 Seacrest Boulevard. Sergeant Diehl explained the officers ride when they can and they were riding every day at school. Sergeant Diehl assured Board Member McCray the segways are used. Board Member McCray asked if the funding was enough for the program. Sergeant Diehl responded it was. Later in the meeting, he explained to Board Member Romelus the Officers do a lot with the youth and some of the business owners want to see more of the NOP program. The third officer will handle crime prevention initiatives with the businesses in the area and the CSO will address parking issues on MLK, Federal Highway and in Cherry Hill. By addressing crime prevention, it streamlines the purpose of the unit because it expedites sharing resources within the Department. The CSOs will communicate with dispatch when needed to send an officer. They will help patrol Sara Sims Park, assist with beautification initiatives and ensure there are proper trespass agreements with new businesses in the area.

Board Member Romelus wanted the CSO to keep an eye out for homes that are falling into disrepair that may be eligible for rehabilitation grants. Sergeant Diehl announced the HOB neighborhood just got a grant from Healthier Boynton Beach to conduct safety checks and their partnership expands to the Red Cross. With those two organizations and the CSO, they will be visiting 1,000 residents and giving out free fire extinguishers and smoke detectors. They can ascertain if the residents need further assistance or services. The NOP teams up with Habitat for Humanity for painting and lot cleaning. They are revitalizing an early learning center on NE 2<sup>nd</sup> and teamed up with Home Depot, Lowes and other local companies to do so. They went to the former Treasure Chest site and with assistance from Home Depot, they added a flower pot to teach youth about plants and flowers to beautify the neighborhood. Board Member McCray noted there are individuals with yellow shirts on bikes that go to every business in Ft. Lauderdale asking how things were going and if there was anything they could do to assist the business. Captain Deale noted it was part of the Clean and Safe Program and the individuals are "Ambassadors." Mr. Simon explained they had extensive discussions on focusing the efforts of the officers who are beginning to know the business owners on a much more personal level and identifying items in residential and commercial areas that can assist them. They are becoming more engaged. When the Town Square opens, the City will



need a Clean and Safe program and this will become the model for the next level. The program was anticipated to begin next year.

Board Member McCray wanted to ensure \$532,900 would be enough money to operate the program for the next year and supported the amount. Officer Paul Deale responded it was.

Vice Chair Katz spoke about the NOP and noted this the first iteration of the program with the new Police Chief. He wanted to evaluate the program changes and recognized the residents valued the program. The price was escalating and it was one of the more expensive line items. He wanted to ensure they adhered to the CRA's mission to remove slum and blight. He supports the program and community engagement, but if pressed, he did not know what the economic return would be and what remedy the program would provide. Next year, he will ask if the program is serving the goals of the CRA and economic development in a concrete manner. Board Member McCray explained when citizens feel safe, slum and blight go away because there will be more encouragement to do things. The program is training the youth and is an investment. In the past, it has worked. Sergeant. Diehl explained when buying a house, you check the crime statistics and check with businesses. Vice Chair Katz commented he was just questioning who should fund the program. Board Member Romelus agreed with Vice Chair Katz, but thought the program would effect tangible changes. Ms. Hill noted the Police are in negotiations so they added 20%.

The Non-profit Grant program for economic development and housing assistance had been allocated \$96,000, which was all used. Mr. Simon used the same amount of money this year. Mr. Simon added \$40,000 to the Site Work and Demolition line item as many projects in the HOB and MLK Jr. Boulevard corridor were ongoing or pending. Last year, all the funds were spent. Mr. Simon felt \$40,000 would be enough this year.

Project Related Legal Services pertained to project contracts, developer agreements and everything outside of CRA general operations. Mr. Simon anticipated all of the funds would be spent by the end of the fiscal year. He thought \$125,000 should be allocated later.

Vice Chair Katz asked if the members had any issue with rolling over any estimated funds as prescribed. Mr. Simon explained the CRA Advisory Board would review the budget at their August 1<sup>st</sup> meeting. Board Member McCray would have preferred they review it first.

Marketing and Business Assistance was allocated \$67,350. Mr. Simon explained this line item would fund all of the marketing and development for businesses outside of the Social Media program. It includes movie ads at the Alco Theater. Board Member McCray inquired if the allocation was enough and learned it was. Staff had taken steps to save money and focused on the eastern newspapers and less on duplication. It was noted the proposed allocation was \$13,000 less than last year's allocation. There were no objections.

Vice Chair Katz noted staff recommended funding Economic Development Grants \$500K. There were no objections to funding the item \$120K more. Board Member McCray questioned what the CRA was achieving for the money. Mr. Simon explained as of this evening, if grants are approved, there was \$300K left. They were preparing for more grants. He needed at least \$300K to \$350K and they will have additional funding from TIF that will be reallocated as well. Board Member Romelus felt the grants were a successful program they needed to maintain. The City needs to keep being competitive. There were no objections to raise the allocation to \$500K and they could adjust as needed.

Vice Chair Katz noted the Non-profit Grant allocation was \$95K. So far, they spent \$94K. Seventy five thousand was for the affordable housing component and \$19,000 was for the business and economic development for the organizations that have those programs. There were no objections to maintaining the \$95K level for the non-profit organizations. Board Member Romelus thought the two recipients were Habitat for Humanity and the Community Caring Center. She learned Habitat for Humanity could rehab any home through their Neighborhood Revitalization Program and build new homes. Each grant cycle, Habitat builds three to four new homes, which could be duplex or single-family homes and undertakes three or four revitalization projects such as re-roofing, hurricane strengthening for veterans and the elderly that cannot make the repairs themselves. The \$75K was the highest amount used in the two years they have had the program.

Mr. Simon explained the Board could choose a category and have all the funds go to either housing or economic development, or they could split the funds. The first year, the funds were split 50/50. Last year, it was split 80/20 as recommended by the CRA Advisory Board. The Board can consider 100% in an appropriate area or specify 100% for all new construction or all rehab. The CRA wanted needy individuals to be helped. Board Member McCray commented Community Standards should be made aware of the program.

Vice Chair Katz supports the continued use of the funds. He would like to have a future discussion about the evolution of the program and a rule or restriction so the same recipients do not come back every year. It should not be an annual subsidy for one or two non-profits. It should be able to benefit small non-profits. There were no objections to allocating \$95K to the non-profit grants.

Vice Chair Katz discussed the Boynton Beach Boulevard line item, noting the Board had earmarked \$250K last year and he supported rolling the funds over and adding another \$250K for a total of \$500K. He noted it would not be available until the majority of the Town Square was complete and the construction needed to be timed with the Florida Department of Transportation (FDOT) roadway construction project. He sought to prefund the roadway improvements in the hope another Commission would continue the prefunding, otherwise the CRA would have to fund the entire item in one budget, which could effectively eliminate other projects that year. The FDOT project would extend from US 1 to between NW 2<sup>nd</sup> and 3<sup>rd</sup>. The CRA received a federal grant for the design cost,

which was \$631K, and the CRA's match was 20%. The City Commission already approved a Memorandum of Understanding to let FDOT do the design and construction work. The CRA needs to have \$631K reserved and then will be reimbursed. The total cost of the project is about \$3M, and the CRA share is \$900K, but the money will not be available until 2023. Staff was anticipating price increases or cost overruns that may occur in five years. Staff was happy the CRA was receiving the grants and the project would come to fruition. Board Member McCray asked if staff thought it would be better to allocate the money this year or next. Ms. Shutt suggested next year because the funds for the design will be needed in 2020/2021. Board Member Romelus agreed the CRA should allocate funds for construction of the road as well and had no objections to allocate \$250K this year. As the design progresses, more exact amounts will be available. Mr. Simon announced he would apprise the Board of any cost changes. There were no objections to increase the total allocation from \$250K to \$500K.

Vice Chair Katz revisited the MLK item. There was \$1.6M rolling over and staff had added an additional \$162K to it and \$100K to the Cottage District. He asked the Board, since there are upcoming meetings and the Chair would be at the next meeting, if they wanted to allocate the funds or keep the status quo. Board Member McCray supported staying the status quo until the Chair was present, sending it to the CRA Advisory Board and discussing it later. There were no objections.

*(Board Member Romelus left the dais at 8:42 p.m. and returned at 8:44 p.m.)*

**B. Approval of the FY 2019 - 2021 Boynton Harbor Marina Dockage Lease Agreement REVISED**

Mr. Simon explained this item is renewed every two years and the Board would decide whether to increase the per linear foot dockage lease rate to the Marina tenants and review the fuel discount and transient dockage fees with a maximum of three nights. Comparison information on other Marina charges was provided to the Board. The rates will not change until the existing two-year lease agreement expired. The recommended increase for transient dockage was 50 cents, from \$2 to \$2.50 and the Board was to consider an adjustment to the fuel discount rates, which are very affordable.

Staff recommended an increase from \$19 to \$19.50 per linear foot. Board Member McCray supported the recommendation. Since the lease is two years, it is a 25 cents per year increase. Board Member Penserga asked how the increased revenues would be used and learned it would offset the overall expenses for the Marina, such as insurance, operating, management, repairs and maintenance, association fees at Marina Village, and the revenues would be deposited into the overall Marina budget. It helps keep a lower than market rate. The Marina budget currently has in and out revenues of \$1M. This year, staff allocated \$1M.

The Marina has been operating in the black since the Open Space project was finished and since most of 2016. Mr. Simon explained each year staff strives to be keep revenues



slightly above the last year. Board Member Romelus asked how surrounding Marina rates increased and requested year-over-year information. Mr. Simon agreed to provide the information and explained the surrounding marinas were always higher. He noted the Board has until September to accept that rate. Staff wants a new rate for the budget and have it approved in September with the new budget taking effect October 1. Board Member Romelus wanted to see the information before voting. There was agreement the item would be voted on at the next meeting.

Vice Chair Katz noted the CRA offers a gas discount of 20 cents for gasoline and 30 cents on diesel; if using a credit card, the discount is 10 cents for gas and 20 cents for diesel. The CRA could consider a cash discount of 15 cents per gallon of gas and 20 cents per gallon of diesel and a credit card discount of 10 cents per gallon of gas and 15 cents per gallon of diesel, which is in-line with other marinas. Mr. Simon commented in addition to the slip rate and the advertisements the marina gives the businesses there, the fuel discount is a discount to the tenants and an expense to the CRA. The lack of potential revenue is about \$6,500 to \$7,000. By changing the cost, it still provides a discount, but not the full amount. Mr. Simon was aware there is a discount card boat owners receive, which offers a 10-cent discount. Not very many municipal marinas that have fuel at the marina. The nearest marina that does provide fuel the CRA competes with is the Palm Beach Yacht Center. The CRA provides the discount to local businesses and marina tenants. It is a benefit to keep businesses in a better economic position. There was agreement on the change.

Vice Chair Katz noted the transient dockage fee increased from \$2 to \$2.50. Board Member Romelus wanted a yearly revenue. Mr. Simon agreed to provide it.

### **Motion**

Board Member Romelus moved to approve the fuel increase. Board Member McCray seconded the motion that unanimously passed.

### **Motion**

Board Member McCray moved to table the remainder of the item to the next CRA meeting. Board Member Romelus seconded the motion that unanimously passed.

### **Motion**

Board Member McCray moved have the CRA Advisory Board review the items. Board Member Romelus seconded the motion that unanimously passed.

**C. Consideration of First Amendment to the Interlocal Agreement (ILA)  
Between the Boynton Beach CRA and City of Boynton Beach for additional  
funding associated with the Sara Sims Park Improvement Project.**

Ms. Shutt advised this item was the amount needed that was not included as part of the overall park design. The amount had a \$45K maximum for re-installation of the amphitheater at Sara Sims Park. The Board would have to amend the ILA to approve the amendment as proposed by staff and legal counsel. This is a reimbursement to the City. The item was also on the community's wish list.

### **Motion**

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

**D. Consideration of Disposal of CRA Property for NE 3rd Street Dedication and Acceptance of a Portion of NE 3rd Street to be Abandoned by the City of Boynton Beach**

### **Motion**

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

**E. Consideration and Discussion of Notice of Extension of Tax Increment Revenue Funding Agreement between Ocean One Boynton, LLC and the Boynton Beach CRA (Tabled 5/14/19)**

Attorney Duhy explained several months ago, Legal received a request from the developer to consider changes to the TIF Agreement. The developer requested the item be tabled. Legal contacted the developer to ask if they wanted the Board to consider the request at this meeting and they sent a letter requesting the Board remove the item from the agenda. They would bring the item back closer to the deadline they were asking to change, which was January 2020.

**F. Consideration of Response to the Letter of Intent to the Palm Beach County Housing Authority to Assist in the Development of Properties Located at 404, 406, 408, and 410 NW 12th Avenue REVISED**

Mr. Simon explained the Board had sent a letter to the Housing Authority requesting a meeting and offering assistance in developing four lots in the HOB into single-family homeownership opportunities. The Housing Authority Executive Director responded it sounded great and they would schedule a meeting in early August between the two agencies. The Board could attend the meeting as long as the meeting was publically noticed and in the Sunshine, or the Board could designate someone from the Board to be a liaison or assign it to the Director or the City Manager.

Board Member McCray favored the CRA Director and City Manager attend. The other Board Members agreed.

## 15. New Business

### A. Consideration of Responses and Contract Award to the Interior/Exterior Painting and Waterproofing Invitation to Bid for the Historic Woman's Club of Boynton Beach.

Ms. Shutt explained this was the last portion of the renovations. Staff issued an Invitation to Bid on June 3<sup>rd</sup> with a deadline of June 24<sup>th</sup>. There were two pre-bid meetings and 12 respondents. Six were from Boynton Beach painting contractors and three of them were in the CRA District. None of them submitted a bid. From the Business Tax Receipt listings there were three businesses identified as Boynton Beach contractors and only one showed up at the meeting, which was Painting Concepts. There are three bidders: one from Hillsboro County, Specialized Property Services, Inc., Cunano Builders from Miami/Dade, and Roof Painting, by Hartzell, Inc. Roof Painting by Hartzell, Inc., was the lowest most responsive and responsible bidder, but staff identified Cunano as the lowest most responsive and responsible bidder at \$122,400 for the base cost and total project cost of \$216,900. Staff reviewed a similar cost estimate before bidding and based their estimates on prices given when they applied for the Solid Waste Authority Grant and recent cost estimates from painting Boynton Beach High School. Representatives from Specialized Property Services and Hartzell were present. All bidders were invited to the meeting. Staff reviewed all the checklist items required in the tabulation sheet, which was a sufficiency review, and noted Cunano Builders contained a summation error, but the bid sheet tab was very well organized. They have one item the other two respondents did not was an EPA certification for lead repair and paint, which was in the Women's Club in various areas. The difference in price between Hartzell and Cunano was \$26,907.50. Staff noted Hartzell did not complete the optional items. Staff wanted to hire one entity to perform all the tasks.

A draft contract was attached. Ms. Shutt noted there will be a bond requirement unless the Board expressly exempts the requirement. The total contract price would be \$230K, which includes the base bid, optional items and an 8% contingency amount of \$17,600. The work will be completed in 90 days, subject to an additional 60 days if approved by the Executive Director due to unforeseen circumstances. In addition to the contract award, the Board has to approve the color. Staff recommends using the original color, which was a crème color with white trim and recommends accenting the window frames to match the bronze.

Attorney Duhy explained the Board has to select a firm and authorize the execution of the contract with the entity. Board Member McCray asked if the building was being used for anything and learned there is no rental activity occurring due to construction. He also learned representatives from all three firms were invited to the meeting.

**Jodi Rubin**, Specialized Property Services, in Tampa, requested the Board interview the respondents for this project because there was a slight difference in price with Cunano. They reviewed Cunano's website and observed they have not done historic work, whereas Specialized Property Services has for over 25 years. She did not know if



Cunano had the skill set to do that type of work. They have experience with Special Category Grants. As far as EPA and the Lead Certification, the reference was to the EPA Renovation Repair and Painting Certification. Ms. Rubin advised she had the certification, but her company did not. It is a certification needed when painting homes and schools. This is neither. Specialized Property Services are OSHA Lead Safe Certified.

Board Member McCray asked if Specialized Property Services will hire local painters and learned they have their own workers and have a subcontractor listed in their application for flooring from Coral Springs. Ms. Rubin tried to find a local floor refinisher, but could not find one. He asked how long to complete the job if hired and learned they could meet the deadlines stated in the invitation to bid. Mr. Simon noted an obvious difference was proximity to the project. He asked how Specialized intended to complete the project being the company is located in Tampa. Ms. Rubin explained all travel expenses and per diem are included. They work long days and sometimes seven days a week. Board Member McCray asked if they would stay in Boynton Beach and learned they would.

Ms. Shutt noted the City has a Noise Ordinance and Specialized Properties may not be able to work seven days. She advised staff recommended Cunanos due to their proximity to Boynton Beach.

Board Member Penserga asked if staff discussed the work or project history of the companies. Ms. Shutt explained of all the three, Specialized Properties had the most similar work history, which included historical sites. Staff checked references for all of the companies, which were positive, and checked the legal history of the companies. Specialized Properties had one traffic issue. Cunano had two in Broward and four in Miami Dade, but staff had not yet ascertained if it was related to workmanship. Hartzell had quite a few in all the counties

Staff was recommending Cunano. Board Member Penserga requested confirmation Cunano had no experience with historic buildings. Ms. Shutt explained they have plenty of experience with schools, and government and civic uses, but none specific to a historic building. Board Member Penserga asked if this was a necessity. Ms. Shutt thought they would have to have experience with renovation and it would be helpful to have, but it was not a determining factor. They would only paint and repair the stucco. Mr. Simon noted there was a small difference in price.

**Susan Oyer**, 140 SE 27<sup>th</sup> Way, commented she owns historic buildings and there is a big difference in the quality of work done versus someone who does not have the knowledge. She thought the Board should use someone with historic building experience.

Board Member Romelus questioned the 8% contingency instead of 10%. Ms. Shutt explained Specialized Properties prices were higher and the building is not new. The estimate was \$120K for painting alone, and remediation for lead would be an additional cost. She noted the CRA would be reimbursed \$66K from the Solid Waste Authority. The

CRA's budget was \$150K for the painting and cosmetic work. The base bid was \$219,658 and the contingency.

Board Member McCray commented Specialized Properties has experience and the Board should be cognizant of the lead. He also noted Ms. Oyer saw differences in the quality of the work.

Vice Chair Katz asked if there was a difference, regarding lead paint removal, between the firm having a certification opposed to one without. Ms. Shutt explained she spoke with their consultant and they indicated it typically is not just for residential and school buildings. It is for building constructed prior to 1978. Staff asked how critical it was and they advised a company having the designation could do their own testing. Staff thought it was important because it is lead paint and the building will be occupied and used. Those with certification would more carefully manage the particulates. Specialized Properties staff was not certified and it was unknown if Ms. Rubin would oversee the work on a day-to-day basis. Staff will be there and it was unknown how responsive they would be when staff needs information.

Ms. Rubin explained she would not be there day-to-day. She reviewed the EPA website pertaining to RRP requirements and advised it was not required. She was aware Specialized Properties had the certification in the past, but did not renew it after five years. Vice Chair Katz asked how Ms. Rubin would ensure the employees on the job do the work properly. Ms. Rubin responded the company has weekly safety meetings and the workers are OSHA certified. The Crew Leader has OHSA Lead training and he will be there all day, every day. There is very little prep for stucco, only to pressure clean. Any chips coming out will be disposed of properly. Her company is bonded.

Vice Chair Katz asked if staff feels their recommendation was still the better choice and learned if the price, proximity and management of the site was removed from the equation, if they would be happy to work with Specialized Properties.

Board Member Romelus noted Specialized Properties has worked with big name entities. She was comfortable moving forward with them.

### **Motion**

Board Member Romelus moved to approve moving forward with Specialized Properties. Board Member McCray seconded the motion that unanimously passed.

### **Motion**

Board Member Romelus moved to approve authorization to execute the contract with Specialized Properties for a total contract price not to exceed \$241,624. Board Member McCray seconded the motion that unanimously passed.

Attorney Duhay requested a motion, if staff is unable to execute the contract with Specialized Properties by August 1<sup>st</sup> as their first selection, they be authorized to engage the Board's second choice in negotiation to do the work.

### **Motion**

Board Member Romelus moved to select Cunano as their second choice if Specialized Properties falls through. Board Member McCray seconded the motion that unanimously passed. This would include the 10% on top of the price reflected in the agenda backup.

### **Motion**

Board Member McCray moved to approve the Vice Chair signing the agreement if Specialized Properties signed the contract before the Chair returned. Board Member Romelus seconded the motion that unanimously passed.

Vice Chair Katz liked the staff recommendation regarding the color of the building. Board Member McCray supported staff picking the color. Board Member Romelus liked P2 and P3 to see more of a contrast.

Board Member Penserga queried if any of the paints help reduce energy costs and learned they all did. There was agreement staff would pick the color.

### **B. Discussion of CRA Office Lease Terms and Options**

Vice Chair Katz brought up a potential discussion without knowing the CRA made plans to relocate to the new City Hall. He had thought they should make a decision regarding the Magnuson House, as there are more and more plans from property owners to assemble properties for more mixed-use and retail. He hoped the Magnuson House could be discussed in the future and commit to a course of action. Board Member Romelus agreed.

## **16. CRA Advisory Board**

**A. CRA Advisory Board Agenda - July 8, 2019**

**B. CRA Advisory Board Meeting Minutes - May 2, 2019**

**C. Pending Assignments**

**D. Reports on Pending Assignments**

**E. New Assignments**



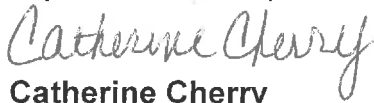
## **17. Future Agenda Items**

- A.** Consideration of Terms for the Purchase and Development Agreement with the Community Caring Center Boynton Beach, Inc. (CCC), for their property located at 145 NE 4th Avenue
- B.** Consideration and Discussion of the Letter of Interest Submitted by Bride of Christ Tabernacle Church for the CRA Owned Property Located on NW 10th Avenue
- C.** The Ocean Breeze East Project Update
- D.** Discussion of a Joint Venture Agreement

## **18. Adjournment**

### **Motion**

There being no further business to discuss, Board Member Romelus moved to adjourn. Board Member McCray seconded the motion that unanimously passed. The meeting was adjourned at 9:42 p.m.



**Catherine Cherry**  
Minutes Specialist



## **CRA BOARD MEETING OF: August 13, 2019**

### **OLD BUSINESS**

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#### **AGENDA ITEM: 14.A.**

##### **SUBJECT:**

Consideration and Discussion of Fiscal Year 2019/2020 Budget

##### **SUMMARY:**

The Boynton Beach CRA is a quasi-governmental, Special District operating under Title XI, Chapter 163, Part III of the Florida Statutes. The agency's annual financial operations run on a fiscal calendar beginning on October 1st and ending on September 30th of each year. The CRA does not obtain its revenue from charging an additional tax. The CRA receives its annual funding based on a percentage share of the existing ad-valorem property taxes paid to the City of Boynton Beach and Palm Beach County.

The CRA's annual budget is comprised of three governmental accounting funds:

1. **the General Fund** which contains the administrative, general operation, insurances, property maintenance and CRA/CRAAB and marina related items;
2. **the Debt Service Fund** which contains the CRA's financial debt obligations and encumbrances such as bond repayments and developer's tax increment funding agreements;
3. **the Project Fund** which contains all of the capital projects, development projects or initiatives, property acquisitions, local business grant programs or promotional events, as well as eligible innovative policing activities such as the Neighborhood Officer Program;

At the first CRA budget meeting held on July 9, 2019, the Board created a draft of the FY 2019-2020 Project Fund budget allocations. The CRA Board also assigned the CRA Advisory Board (CRAAB) the task of reviewing the Board's draft allocations and provide recommendations for each of the Agency's priority projects for the upcoming fiscal year. The CRAAB provided their first review of the budget at their August 1, 2019 meeting (see Attachment I).

The overall FY 2019-2020 Budget breakdown will identify bond debt obligations, existing tax increment revenue funding agreements obligations and available funding for priority projects such as but not limited to the Neighborhood Officer Police Program, Business Development and Promotional Events, and Marketing (see Attachments II - IV).

Public discussion regarding the CRA's proposed FY 2019-2020 Budget will occur again at the September 5<sup>th</sup> CRAAB meeting and again at the CRA Board's September 10<sup>th</sup> meeting.

Final approval and adoption of the CRA's Fiscal Year 2019-2020 Budget is anticipated to occur at the September 17, 2019, City Commission meeting.

##### **FISCAL IMPACT:**

To be determined based on Board discussion and action.

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan

**CRAAB RECOMMENDATION:**

The CRAAB provided their first round of recommendations at their August 1, 2019 meeting (see Attachment I) and will review again at their September 5, 2019 meeting.

**CRA BOARD OPTIONS:**

To discuss and consider funding allocations within the Fiscal Year 2019-2020 Budget's Project Fund.

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**ATTACHMENTS:**

**Description**

- ▢ **Attachment I - July 9, 2019 Project Fund CRA Board 1st Draft**
- ▢ **Attachment II - Proposed FY 2019-2020 NOP Budget Request**
- ▢ **Attachment III - Proposed Business Promotions & Events Budget Breakdown**
- ▢ **Attachment IV - Proposed Marketing Budget Breakdown**



PROJECT FUND ALLOCATION SPREADSHEET

CRA Fiscal Year 2019-2020:  
Financial Operations: Budget Worksheet

(As of August 9, 2019) BEGINNING PROJECT FUND BALANCE for ALLOCATION ►

Proposed Projects: FY 2019-2020	Estimated FY 18-19 Project Fund Rollover Balances as of: August 9th
MLK Corridor Redevelopment	\$ 1,600,000
Funding for Future Redevelopment Projects	\$ 883,712
Property Acquisition	\$ 460,000
Cottage District Workforce Housing Project (FY18-19 \$140,462 + \$290,000)	\$ 430,462
Community Caring Center Acquisition	\$ 250,000
Community Caring Center Relocation	
NE 3rd Street Roadway Improvement Project	
Business & Economic Development Grants	\$ 150,000
Business Development & Promotional Events: Pirate Fest, Rock the Plazas, Blarney Bash, etc.	
Marketing - Business Assistance	
Historic Woman's Club of BB State Grant Match	
BB Boulevard Streetscape Improvement Project (Match \$ for Future Grants)	\$ 250,000
Neighborhood Officer Program (NOPs) 4th year of program **	
Non-Profit Grant Program	
Financial Assistance for Development of PBC Housing Authority Lots	\$ 100,000
Sitework and Demolition	
Professional Development Services (Arch., Eng., etc.)	\$ 65,000
Project Related Legal Services	\$ -
Contingency	\$ 100,000
	\$ -

PROJECT FUND ALLOCATION TOTAL ►

REMAINING ALLOCATION BALANCE ►

Total CRA PROJECT FUND contribution to Town Square Project  
FY 2016 - 2044: \$83,850,000

FY19/20  
\$ 3,334,613

CRA Board Proposed FY 19-20 Project Fund Allocations
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 300,000
\$ 500,000
\$ 122,478
\$ 602,380
\$ 67,350
\$ 200,000
\$ 250,000
\$ 532,900
\$ 95,000
\$ -
\$ 40,000
\$ -
\$ 125,000
\$ -
\$ -

\$ 2,835,108

\$ 499,505

FY19/20

Project Fund Line Item Allocations including the FY 18-19 Rollover
\$ 1,600,000
\$ 883,712
\$ 460,000
\$ 430,462
\$ 250,000
\$ 300,000
\$ 500,000
\$ 272,478
\$ 602,380
\$ 67,350
\$ 200,000
\$ 500,000
\$ 532,900
\$ 95,000
\$ 100,000
\$ 40,000
\$ 65,000
\$ 125,000
\$ 100,000
\$ -

FY19/20  
\$ 3,097,317

August 1, 2019, CRAAB Proposed FY 19-20 Project Fund Allocations
\$ -
\$ -
\$ -
\$ -
\$ 300,000
\$ 500,000
\$ 289,000
\$ 602,380
\$ 67,137
\$ 200,000
\$ 250,000
\$ 635,000
\$ 75,000
\$ -
\$ 40,000
\$ -
\$ 125,000
\$ -

\$ 3,083,517

\$ 13,800

\*CRAAB added 1 Officer  
to the 4 Officers & 1 CSO Proposed  
by PD

CRA Neighborhood Policing Program - FY 2019-2020				
Category	Quantity	Actual Cost per Unit	Subtotal	Notes
<b>Personnel</b>				
Officer Salary & Incentive (Paramore)	1	\$ 62,781	\$ 62,781	Salary, Education Incentive
Officer Benefits-Pension	1	\$ 30,078	\$ 30,078	Pension
Officer Benefits	1	\$ 13,330	\$ 13,330	Healthcare, Dental, Vision, FICA
Officer Salary & Incentive (J Rivera)	1	\$ 54,304	\$ 54,304	Salary, Education Incentive
Officer Benefits-Pension	1	\$ 26,017	\$ 26,017	Pension
Officer Benefits	1	\$ 12,680	\$ 12,680	Healthcare, Dental, Vision, FICA
Officer Salary & Incentive (New Position)	1	\$ 58,543	\$ 58,543	Salary, Education Incentive (avg)
Officer Benefits-Pension (New Position)	1	\$ 28,050	\$ 28,050	Pension (avg)
Officer Benefits (New Position)	1	\$ 13,005	\$ 13,005	Healthcare, Dental, Vision, FICA (avg)
Community Service Officer (Civilian) Salary & Incentive (New Position)	1	\$ 34,000	\$ 34,000	Salary, Education Incentive (avg)
Community Service Officer (Civilian) Benefits-Pension (New Position)	1	\$ 11,501	\$ 11,501	Pension (avg)
Community Service Officer (Civilian) Benefits (New Position)	1	\$ 13,500	\$ 13,500	Healthcare, Dental, Vision, FICA (avg)
per Tim Howard add 20% increase to salary and benefit (in negotiations with union) - will be adjusted			\$ 86,841	
			\$ 444,630	<b>Personnel Costs Total</b>
<b>Equipment Expenses</b>				
Bike (New Officer)	1	\$ 1,300	\$ 1,300	Bike for New Officer
Bike Rack/Hitch	4	\$ 350	\$ 1,400	For Each Officer (not one for Capt)
Bike Maintenance	1	\$ 500	\$ 500	Tires, Tubes, Seat, Lights
Uniform	4	\$ 850	\$ 3,400	uniforms,belts
Misc. Equipment (allowance)	1	\$ 2,000	\$ 2,000	As needed & approved
Community Events/Promotions* - (allowance)	1	\$ 2,000	\$ 2,000	Youth Programs
Vehicle Lease for use in NOP	4	\$ 6,413	\$ 25,653.40	FY19/20 Interceptors
Vehicle Maintenance for use in NOP - (allowance)	4	\$ 3,400	\$ 13,600.00	Fuel, maintenance
			\$ 49,853	<b>Equipment Costs Total</b>
<b>Office Expenses</b>				
Cell Phones Service Plan	4	\$ 675	\$ 2,700	\$56.25/mo for staff
Office Supplies / Misc Supplies - allowance	1	\$ 1,000	\$ 1,000	Paper, Pens, printer/copier, etc.
Office Electric, Cable/ Internet, water/sewage	12	\$ 500	\$ 6,000	Estimated monthly utility costs
Office Space Monthly Maintenance	12	\$ 650	\$ 7,800	Per Lease Terms: Ocean Palm Plaza
Office Cleaning (allowance)	1	\$ 1,500	\$ 1,500	City Clearing Crew (Barbara)
Office Buildout / Security Equipment - (allowance)	1	\$ 4,000	\$ 4,000	Estimated security cameras, alarm, tv's
Office Furniture (allowance)	4	\$ 1,800	\$ 7,200	Estimated desks/locker/cabinets
Computer equipment (allowance)**	2	\$ 2,500	\$ 5,000	laptop/docking station
Training***	4	\$ 1,500	\$ 6,000	CPTED, CSO academy
			\$ 41,200	<b>Office Expenses Total</b>
<b>Total Proposed NOP Expenses</b>			\$ 535,683	

<b>Proposed FY 19-20 Budget Amount for ILA</b>	<b>\$ 535,683</b>
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**\*NOTE 1:** All amounts provided by Police Department with exception of Contingency and ILA amount for FY 2019-2020 revised by CRA to include promotional/marketing materials and additional equipment.

**\*\*NOTE 2:** CRA staff to verify actual number of new computers. Amount shown reflects reduction from 4 down to 2

**\*\*\*NOTE 3:** CRA staff to determine if there is Statutory support to use TIR to pay for training.

CRA revised item

CRA revised item

CRA revised item

CRA revised item

CRA revised item

CRA revised item

<b>BOYNTON BEACH CRA</b>
<b>FY 2019-2020</b>
<b>BUSINESS PROMOTIONS &amp; EVENTS BUDGET</b>

EVENTS	DATE	2018/2019 BUDGET
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<b>BOYNTON BEACH</b>	Saturday & Sunday October 26 & 27, 2019	<b>\$336,250</b>
<b>HAUNTED PIRATE FEST</b>	Event Marketing	<b>\$44,500</b>
<b>&amp; MERMAID SPLASH</b>		
E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)	<b>Total Pirate Fest</b>	<b>\$380,750</b>

<b>LIGHT UP THE PARK</b>	Saturday, December 7, 2019	<b>\$25,400</b>
E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)	Event Marketing	<b>\$3,900</b>
	<b>Total Light up the Park</b>	<b>\$29,300</b>

<b>HOLIDAY BOAT PARADE</b>	Friday, December 13, 2019	<b>\$11,250</b>
735 Casa Loma Blvd.	Event Marketing	<b>\$4,700</b>
	<b>Total Boat Parade</b>	<b>\$15,950</b>

<b>IN CULTURE ART WALK</b>	Saturday, January 18, 2019	<b>\$6,100</b>
410 W. Industrial Ave.	Event Marketing	<b>\$3,200</b>
	<b>Total In Culture</b>	<b>\$9,300</b>

<b>BLARNEY BASH</b>	Saturday, March 14, 2020	<b>\$35,400</b>
E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)	Event Marketing	<b>\$12,700</b>
	<b>Total Blarney Bash</b>	<b>\$48,100</b>

<b>ROCK THE PLAZA</b>		
One Boynton	Friday, January 24, 2020	<b>\$6,600</b>
Ocean Palm Plaza	Saturday, February 29, 2020	<b>\$6,600</b>
Sunshine Square	Saturday, March 28, 2020	<b>\$8,100</b>
Ocean Plaza	Saturday, April 25, 2020	<b>\$6,600</b>
	Event Marketing	<b>\$19,920</b>
	<b>Total Rock the Plaza</b>	<b>\$47,820</b>

<b>HISTORIC WOMAN'S CLUB</b>	Exact Date TBD	<b>\$5,000</b>
<b>OF BOYNTON BEACH ACTIVATION</b>		
<b>OPEN HOUSE/BUILDING VIEWING</b>	Event Marketing	<b>\$2,000</b>
1010 S. Federal Hwy.	<b>Total Woman's Club</b>	<b>\$7,000</b>

<b>ROCK THE MARINA &amp; LIONFISH DERBY</b>	Saturday, June 6, 2020	<b>\$16,200</b>
735 Casa Loma Blvd.	Event Marketing	<b>\$5,180</b>
	<b>Total Rock the Marina</b>	<b>\$21,380</b>

<b>MARINA EVENT- REEF CLEAN-UP</b>	Saturday, July 25, 2020	<b>\$16,100</b>
735 Casa Loma Blvd.		<b>\$5,180</b>
	<b>Total Reef Clean-Up</b>	<b>\$21,280</b>

<b>EQUIPMENT &amp; SUPPORT</b>		<b>\$21,500</b>
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<b>Sub-Total Events</b>	<b>\$501,100</b>
<b>Sub-Total Events Marketing</b>	<b>\$101,280</b>
<b>TOTAL COST OF EVENTS ►</b>	<b>\$602,380</b>

**Updated budget amounts reflect:**

*Anticipated 20% increase for BBPD event details*

*Change in proposed amount for Woman's Club Activation.*



<b>BOYNTON BEACH CRA</b>
<b>FY 2019-2020</b>
<b>PROPOSED DATES FOR BUSINESS PROMOTIONS &amp; EVENTS</b>

EVENT DATE	EVENT NAME
Saturday, October 26, 2019	BOYNTON BEACH
Sunday, October 27, 2019	HAUNTED PIRATE FEST
	& MERMAID SPLASH
	E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)
Saturday, November 16, 2019	ART WALK
<i>Tentative date</i>	410 W. Industrial Ave.
Saturday, December 7, 2019	LIGHT UP THE PARK
	E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)
Friday, December 13, 2019	HOLIDAY BOAT PARADE
	735 Casa Loma Blvd.
Saturday, January 18, 2019	IN CULTURE - ART WALK
	410 W. Industrial Ave.
Friday, January 24, 2019	ROCK THE PLAZA
	One Boynton
Saturday, February 29, 2020	ROCK THE PLAZA
	Ocean Palm Plaza
Saturday, March 14, 2020	BLARNEY BASH
	E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)
Saturday, March 28, 2020	ROCK THE PLAZA
	Sunshine Square
Saturday, April 25, 2020	ROCK THE PLAZA
	Ocean Plaza
Exact Date TBD	HISTORIC WOMAN'S CLUB
	OF BOYNTON BEACH ACTIVATION - OPEN HOUSE
	1010 S. Federal Hwy.
Saturday, June 6, 2020	ROCK THE MARINA & LIONFISH DERBY
	735 Casa Loma Blvd.
Saturday, July 25, 2020	MARINA EVENT- REEF CLEAN-UP
	735 Casa Loma Blvd.

**BOYNTON BEACH CRA 02-58500-480**  
**FY 2019-2020**  
**PROPOSED Marketing Budget for Special Events - By Category**

<b>Pirate Fest</b>		
<b>Outdoor Billboard</b>	<b>CBS Billboard 195 Lake Worth 3 billboards</b>	<b>\$4,500</b>
<b>Movie Theater ad</b>	<b>A Pirate Fest 30 sec. promo video will air before every movie at Cinemark Boynton Beach 14, Cinemark Palace 20 in Boca Raton, and Shadowood 16 in West Boca Raton. The video will air 250 times a day and 1,750 times a week at all three theaters combined</b>	<b>\$3,835</b>
<b>Promotional Collateral October ad sponsors</b>	<b>5000 print postcards \$325, 35,000 Utility Bill \$1846.00 print , Posters 100 print - \$150</b>	<b>\$2,321</b>
<b>New Times</b>	<b>Month long Marketing campaign and print ad matched by sponsorship</b>	<b>\$3,300</b>
<b>Signage</b>	<b>(9) 4x8 signs reskin,( 5) 4x4 signs reskin &amp; install signs &amp; posts</b>	<b>\$2,000</b>
<b>iheart Radio</b>	<b>Radio Spots matched by sponsorship</b>	<b>\$4,000</b>
<b>Atlantic Current</b>	<b>full page ad Reaches a younger demographic, with 70% of their readers ages 21-44, 42% of which are ages 21-34. They have roughly 28,250 readers, 10,000 magazines and distributed to over 100 locations across Palm Beach County and Broward County.</b>	<b>\$800</b>
<b>Delray Newspaper / Boca News</b>	<b>Full page ad October ad sponsors</b>	<b>\$995</b>
<b>Everydoor Direct</b>	<b>Printing, Postage and Direct mail service delivered to 17,000 homes</b>	<b>\$5,080</b>

<b>Gateway Gazette</b>	<b>double page with business listing</b>	<b>\$800</b>
<b>Neighborhood News ad Sponsors October</b>	<b>Reaching out to the Western Community (1) Full page color ad placement, mailed to 17,500 homes/clubhouses, with over 10,000 additional subscribers that read the digital edition online and on Facebook.</b>	<b>\$450</b>
<b>Event Map</b>	<b>1500 maps print</b>	<b>\$1,200</b>
<b>2 10x20 Large Banners at Hampton Inn &amp; City Hall</b>	<b>\$500 Repatch, Install and strike</b>	<b>\$1,325</b>
<b>2 Photographers</b>	<b>photos for marketing collateral, website, and social media</b>	<b>\$1,850</b>
<b>Sun Sentinel</b>	<b>Sponsorship match</b>	<b>\$2,000</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Sponsorship signage at event</b>	<b>2 4x4 sponsorship signs installed at event</b>	<b>\$825</b>
<b>Coastal Star Ad</b>	<b>1/4 page ad</b>	<b>\$550</b>
<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement airs in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$300</b>
<b>Treasure Map</b>	<b>Print 1500 maps</b>	<b>\$1,200</b>
<b>Business Development signage</b>	<b>Booth signage print and design</b>	<b>\$2,800</b>
<b>Coastal Angler</b>	<b>Sponsorship match</b>	<b>\$300</b>
<b>Oasis tent</b>	<b>Business Development</b>	<b>\$2,569</b>



<b>Social Media Event Promotion</b>	<b>Event info, Pirate Television (PTV), Hooks &amp; Tails, Volunteers, Vendors, theme of event, video promo, characters, entertainment, music, contests</b>	<b>\$1,000</b>
<b>Social Media Business Development</b>	<b>Pirate Television (PTV), vendors, sponsors, specials</b>	<b>\$200</b>
<b>Google Ads</b>	<b>Event info, Pirate Television (PTV), Hooks &amp; Tails, Volunteers, Vendors, theme of event, characters, entertainment, music</b>	<b>\$300</b>
	<b>Total Pirate Fest</b>	<b>\$44,500</b>

<b>Art District In Culture</b>		
<b>Promotional Collateral</b>	<b>1000 print postcards \$225.00</b>	<b>\$450</b>
<b>signage</b>	<b>(1) 4x8 sign (1) 4x4 sign</b>	<b>\$450</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Delray Newspaper</b>	<b>Full page ad</b>	<b>\$795</b>
<b>Neighborhood News</b>	<b>Reaching out to the western community Full Page ad</b>	<b>\$450</b>
<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$300</b>

<b>Gateway Gazette</b>	<b>full page ad</b>	<b>\$375</b>
<b>Social Media Event Promotion</b>	<b>Event info, vendors, art, music , entertainment, video promo</b>	<b>\$100</b>
<b>Social Media Business Development</b>	<b>Vendors, specials, art, video promo</b>	<b>\$50</b>
<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$50</b>
	<b>Total Arts District</b>	<b>\$3,200</b>

<b>Light up the Park</b>		
<b>Promotional Collateral</b>	<b>5000 print postcards \$350.00 share with the City , poster 100</b>	<b>\$450</b>

<b>Neighborhood News</b>	<b>Reaching out to the western community Full Page ad</b>	<b>\$450</b>
<b>Delray Newspaper/Boca News</b>	<b>Full page ad</b>	<b>\$795</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Gateway Gazette</b>	<b>Full page ad</b>	<b>\$375</b>
<b>Coastal Star</b>	<b>1/4 page ad</b>	<b>\$550</b>
<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$300</b>
<b>Photographer</b>	<b>Photography for future marketing</b>	<b>\$500</b>
<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, Vendors, video promo, music, contests, parade/light up</b>	<b>\$200</b>
<b>Social Media Business Development</b>	<b>Businesses, vendors, specials, video</b>	<b>\$100</b>
<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$100</b>
<b>Total Light up the Park</b>		<b>\$3,900</b>
<b>Holiday Boat Parade</b>		
<b>Promotional Collateral</b>	<b>5000 print postcards \$350.00 , design Posters 200 print - \$200 Calling all Capt flyers and posters</b>	<b>\$550</b>
<b>Neighborhood News</b>	<b>Reaching out to the western community Full Page ad</b>	<b>\$615</b>
<b>Delray Newspaper/Boca News</b>	<b>2 Full page ad event ad and calling all Cpts.</b>	<b>\$1,590</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Coastal Star</b>	<b>1/4 page ad</b>	<b>\$550</b>
<b>Gateway Gazette</b>	<b>Full page ad</b>	<b>\$375</b>
<b>Coastal Angler 2 ads</b>	<b>Calling all Cpts &amp; event 1/4 ad</b>	<b>\$600</b>

<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, Vendors, video promo, music, contests, calling all captains</b>	<b>\$250</b>
<b>Social Media Business Development</b>	<b>vendors, specials, video</b>	<b>\$50</b>
<b>Google Ads</b>	<b>Event page, music, calling all captains</b>	<b>\$75</b>
	<b>Total Boat Parade</b>	<b>\$4,700</b>

<b>Blarney Bash</b>		
<b>Atlantic Current</b>	<b>full page ad Reaches a younger demographic, with 70% of their readers ages 21-44, 42% of which are ages 21-34. They have roughly 28,250 readers, 10,000 magazines and distributed to over 100 locations across Palm Beach County and Broward County.</b>	<b>\$800</b>
<b>New Times</b>	<b>Digital Campaign</b>	<b>\$450</b>
<b>Gateway Gazette</b>	<b>full page ad</b>	<b>\$375</b>
<b>Photographer</b>	<b>Photography for future marketing</b>	<b>\$500</b>
<b>Promotional Collateral</b>	<b>5000 print postcards \$325.00, 35,000 Utility Bill \$1846.00 print , Posters 100 print - \$150</b>	<b>\$2,321</b>
<b>Signage</b>	<b>(9) 4x8 signs reskin,( 5) 4x4 signs reskin &amp; install signs &amp; posts</b>	<b>\$2,000</b>
<b>Delray Newspaper/ Boca News</b>	<b>Full page ad</b>	<b>\$795</b>
<b>Neighborhood News</b>	<b>Reaching out to the western communityFull Page ad</b>	<b>\$615</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Coastal Star Ad</b>	<b>1/4 page ad</b>	<b>\$550</b>
<b>103.1 WIRK Country</b>	<b>Radio Campaign</b>	<b>\$3,000</b>
<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, video promo, characters, entertainment, music, contests</b>	<b>\$400</b>
<b>Social Media Business Development</b>	<b>Businesses, vendors, specials, video</b>	<b>\$100</b>



<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$200</b>
	<b>Total Blarney Bash</b>	<b>\$12,700</b>

<b>Rock the Plaza</b>		
<b>Atlantic Current</b>	<b>3 full page ads Reaches a younger demographic, with 70% of their readers ages 21-44, 42% of which are ages 21-34. They have roughly 28,250 readers, 10,000 magazines and distributed to over 100 locations across Palm Beach County and Broward County.</b>	<b>\$2,400</b>
<b>Gateway Gazette</b>	<b>4 full page ads</b>	<b>\$1,500</b>
<b>Promotional Collateral</b>	<b>6000 print postcards \$900 400 posters \$400</b>	<b>\$1,300</b>
<b>Delray Newspaper/Boca News</b>	<b>(4) Full page ads</b>	<b>\$3,180</b>
<b>Neighborhood News</b>	<b>Reaching out to the western community (4) full page ads</b>	<b>\$2,460</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>signage</b>	<b>4x4 signs and 4x8 signs print and install (4) events</b>	<b>\$3,000</b>
<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$1,200</b>
<b>Coastal Star</b>	<b>1/4 page ad</b>	<b>\$2,200</b>
<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, video promo, characters, entertainment, music, contests</b>	<b>\$1,200</b>
<b>Social Media Business Development</b>	<b>Businesses, vendors, specials, video</b>	<b>\$240</b>
<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$480</b>
	<b>Total Rock the Plaza</b>	<b>\$19,920</b>

<b>Woman's Club Events</b>	<b>80's Prom Night</b>	
<b>Photographer</b>	photos for marketing collateral, website, and social media	<b>\$500</b>
<b>Promotional Collateral</b>	1500 print postcards \$325.00 100 posters \$100	<b>\$425</b>
<b>Gateway Gazette</b>	full page ad	<b>\$375</b>
<b>Delray Newspaper/Boca News</b>	Full page ad	<b>\$795</b>
<b>I-95 Billboard City</b>	City billboard	<b>\$0</b>
<b>Neighborhood News</b>	Reaching out to the western community Full Page ad \$450	<b>\$450</b>
<b>Alco Theater</b>	Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm	<b>\$300</b>
<b>signage</b>	(1) 4x8 sign (1) 4x4 sign	<b>\$450</b>
<b>Social Media Event Promotion</b>	Event info, Volunteers, video promo, characters, entertainment, music, contests	<b>\$200</b>
<b>Social Media Business Development</b>	Businesses, vendors, specials, video	<b>\$50</b>
<b>Google Ads</b>	Event info, entertainment, music, business dev.	<b>\$100</b>
	<b>Total 80's Prom</b>	<b>\$3,850</b>
<b>Rock the Marina</b>		
<b>Promotional Collateral</b>	5000 print postcards \$350.00 & poster 100-\$100	<b>\$450</b>
<b>Neighborhood News</b>	Reaching out to the western community Full Page ad	<b>\$450</b>
<b>Delray Newspaper/Boca News</b>	Full page ad	<b>\$795</b>
<b>I-95 Billboard</b>	City billboard	<b>\$0</b>
<b>Gateway Gazette</b>	Full page ad	<b>\$375</b>
<b>Coastal Star</b>	1/4 page ad	<b>\$550</b>

<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$300</b>
<b>Photographer</b>	<b>Photography for future marketing</b>	<b>\$500</b>
<b>signage</b>	<b>4x8 signs reskin, 4x4 signs reskin install and take down</b>	<b>\$1,280</b>
<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, video promo, characters, entertainment, music, contests</b>	<b>\$300</b>
<b>Social Media Business Development</b>	<b>Businesses, vendors, specials, video</b>	<b>\$60</b>
<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$120</b>
	<b>Total Rock the Marina</b>	<b>\$5,180</b>
<b>Grand Total</b>		<b>\$97,950</b>



## **CRA BOARD MEETING OF: August 13, 2019**

### **OLD BUSINESS**

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#### **AGENDA ITEM: 14.B.**

##### **SUBJECT:**

Approval of the FY 2019 - 2021 Boynton Harbor Marina Dockage Lease Agreement

##### **SUMMARY:**

The CRA's Boynton Harbor Marina dockage lease agreement and slip lease rate is approved by the CRA Board every two years. CRA and legal staff have updated the lease documents to reflect FY 2019-2021: the Dockage Lease Agreement, Rules & Regulations, Multiple Vessels Dockage Lease Agreement, Safety Accessory Addendum and Transient Dockage Agreement (see Attachments I - IV).

The following is a breakdown of the CRA Board approved slip lease rates since 2012:

- 2017-2019 - \$19 per linear foot (total annual rent collected: \$114,350)
- 2016-2017 - \$18 per linear foot
- 2012-2016 - \$16 per linear foot

Slip rate data from comparable municipal marinas has been collected and provided for the Board's review (see Attachment V).

At the July 9, 2019 meeting, the CRA Board requested additional information from CRA staff and assigned this item to the CRA Advisory Board for their recommendations. The Board is seeking recommendations on the following:

- The current monthly rent rate is \$19 per linear foot. The Board could consider a \$0.50 increase in year 2019-2020 and a \$0.50 increase in year 2020-2021 or similar increase spread over the two year lease agreement. Attachment VI provides increased rental rate scenarios from \$19 to \$26.50 per ft. (which is the highest rental rate based on the comparable marinas).
- The transient/travelling vessel dockage rental fee from \$2.00 to \$2.50 per linear foot.

Additional information has been provided as the following attachments:

- Slip lease increases from comparable marinas (Attachment VII)
- Transient rental increases from comparable marinas (Attachment VIII)
- Total transient rentals at Boynton Harbor Marina for 7/17/18 to 7/17/19 (Attachment IX)

##### **FISCAL IMPACT:**

To be determined.



**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan-Downtown District

**CRAAB RECOMMENDATION:**

At their August 1, 2019 meeting the CRA Advisory Board made the following recommendations:

- Increase the current monthly rent rate per linear foot from \$19 to \$20
- Increase the transient/travelling vessel dockage rental fee from \$2.00 to \$2.50 per linear foot

**CRA BOARD OPTIONS:**

1. Approve the FY 2019-2021 Boynton Harbor Marina Dockage Lease Agreement to include a slip lease rate of \$\_\_\_\_\_ (to be determined by the Board) per linear foot per month and set the transient dockage rental fee at \$2.50 per linear foot.
2. Approve an alternate motion based on CRA Board discussion.

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**ATTACHMENTS:****Description**

- ▢ **Attachment I - Dockage Lease Agreement**
- ▢ **Attachment II - Dockage Lease Agreement Multiple Vessels**
- ▢ **Attachment III - Safety Accessories**
- ▢ **Attachment IV - Transient Dockage Agreement**
- ▢ **Attachment V - 2019 Marina Comp Analysis**
- ▢ **Attachment VI - Marina Slip Rent Increases 2019**
- ▢ **Attachment VII - Comparable Marina Increases-Annual Leases**
- ▢ **Attachment VIII - Comparable Marina Increases-Transient**
- ▢ **Attachment IX - Boynton Harbor Marina Transient Rentals July 2018-2019**



Boynton  
Harbor  
Marina

Fuel Dock & Slips

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY  
"BOYNTON HARBOR MARINA"  
DOCKAGE LEASE AGREEMENT  
FY 2019-2021**

This Lease Agreement ("Lease") is entered into between **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("LESSOR") and \_\_\_\_\_ the undersigned boat and/or owner, ("LESSEE").

WAYPOINT MARINE, INC., hereinafter referred to as "Dockmaster" performs any and all duties of marina management on behalf of the LESSOR. .

(Print all information. All blank spaces must be completed.)

LESSEE'S Name \_\_\_\_\_ BUSINESS NAME \_\_\_\_\_

LESSEE'S Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

Vessel Registration No. \_\_\_\_\_ Vessel Name: \_\_\_\_\_  
(hereinafter "Vessel").

Make \_\_\_\_\_ Year \_\_\_\_\_

O.A. Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\*The length of any vessel shall be measured from the end of pulpit to the end of the dive platform. Tenant vessels shall be measured twice annually.

Power \_\_\_\_\_ Sail \_\_\_\_\_ Electricity: \_\_\_\_\_ 110 \_\_\_\_\_ 220

Slip No. \_\_\_\_\_ Lease Rate: \$ \_\_\_\_\_ per foot from October 1, 2019 until September 30, 2021

1. **Term.** The term of this Dockage Lease shall be from \_\_\_\_\_ until September 30, 2021. There is no option to renew and any additional term of lease shall be evidenced by a new Lease.
2. **Rent.** The rental shall be the sum of \_\_\_\_\_ per month based on the lease rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per vessel linear foot plus 7% sales tax in the amount of \$\_\_\_\_\_, for a total of \$\_\_\_\_\_ per month from the time period of **October 1, 2019 through September 30, 2021.** Rent for the first month shall be prorated if Lease is executed after the 1<sup>st</sup> of the month. Each subsequent rent payment shall be due on the first day of the month and past due on the tenth day of the month. Timely payment of rent is a material provision of this Lease and the late payment of rent constitutes grounds for termination of this Lease by LESSOR regardless of whether delinquent rent is accepted. LESSEE understands that LESSOR may accept late payment of rent without waiving LESSOR's right to declare a breach of Lease and terminate this Lease.
3. **Security Deposit.** At the time of execution of this Lease, LESSEE shall pay LESSOR an amount equal to one month's rent, as specified in Paragraph 2 of this Lease. This payment (the "Security Deposit") shall be made by cash, cashier's check, or money order. The Security Deposit may not be paid by personal check.

The Security Deposit is separate from payment of rent and utilities, and LESSEE may not use the Security Deposit to pay the last month's, or any month's, rent or other charges in arrears. LESSOR is not obligated to apply the Security Deposit on rents or other charges in arrears, or on other damage caused by LESSEE's failure to perform under this Lease, but LESSOR may choose to do so at LESSOR's option. If LESSOR repossesses the slip because of LESSEE's default or breach, LESSOR may, but is not required to, apply the deposit on all damages suffered as a result of the default or breach, regardless of whether the damages occurred before, during, or after repossession.

Upon expiration or termination of this Lease, LESSOR shall inspect the slip and related facilities for any damage caused by LESSEE or LESSEE's use of the slip. If there is damage beyond normal wear and tear, LESSOR shall subtract the amount necessary to repair the damage from the Security Deposit and return the remainder of the Security Deposit to LESSEE within fourteen (14) days after LESSEE has vacated the slip. LESSOR shall not subtract any amount from the Security Deposit for normal wear and tear. LESSOR shall have sole discretion as to what constitutes normal wear and tear.

Any interest generated on the Security Deposit shall accrue to LESSOR. LESSOR shall not be obligated to keep the Security Deposit as a separate fund, but may mix it with LESSOR's own funds.
4. **Utilities.** LESSOR agrees to provide electricity and water hookups at each slip. Any equipment/connecting devices necessary to provide the connection from the dock to the Vessel shall be the responsibility of the LESSEE but the type and manner of connection are subject to approval by the LESSOR. LESSEE is responsible for the payment of their monthly electrical and water (individually or collectively, "utility") usage. The billing rate for utility consumption by the LESSEE shall be based on usage to the slip as determined by LESSOR and will be calculated based on the prevailing rate charged to the LESSOR by the utility provider. A utility statement will be hand delivered or mailed to

the LESSEE on the 1<sup>st</sup> of each month and shall reflect the amount of utility usage for the previous month. Utility payments shall be considered additional rent under this Lease. LESSEE's utility payments shall be due to LESSOR no later than the tenth day of the following month.

5. **Late Payment.** There shall be a late payment fee in an amount equal to 25% of the amount due each month on all rent or utility payments received after the past due date. There shall be an additional one hundred dollar (\$100.00) late fee when the delinquent rent payment is not made in full, including the initial late fees, by the fifteenth day of the subsequent month. Each month for which LESSEE fails to pay all or a portion of rent or utility payments owed shall constitute a separate violation of this Lease and shall incur a separate late fee. Interest shall accrue on any unpaid amounts owed under this lease at the rate of 1.5% per month.
6. **Lien.** LESSOR shall have a lien against the Vessel, its appurtenances, and its contents for unpaid sums due for rent, use of dock facilities, utility usage, other services, or for damage to any docks or property of LESSOR or any other person at the docks caused or contributed to by the Vessel, LESSEE or any individual the LESSEE allows to use the Vessel. The lien shall be in addition to all other remedies available at law or in equity.
7. **Only for Approved Vessel.** This Lease is valid only for the Vessel and LESSEE, and is not transferable to another vessel or lessee without the written authorization and approval of the LESSOR. This Lease does not allow for the sub-leasing of the slip by the LESSEE under any circumstances. This Lease grants the LESSEE a revocable license to use the subject dock space and does not create any interest for LESSEE in the underlying bottom lands or real property connected with the LESSOR.
8. **Absences from Slip.** LESSEE is required to notify the Dockmaster in writing if the Vessel will be absent from the above referenced slip for longer than a thirty (30) day period. Slips left empty for longer than thirty consecutive days, or for twenty days in a forty five day period, without written notification to the LESSOR shall be considered vacated by the LESSEE and the lease will be terminated.
9. **Termination for Cause.** This Lease shall be in effect until the end of the term unless sooner terminated by reason of one or more of the following conditions or events:
  - a. By destruction of the dockage facilities by storm, Act of God, or other calamity.
  - b. In the event LESSEE makes a bona fide sale of the boat or obtains a boat larger than can be safely berthed at the subject dockage.
  - c. LESSEE terminates this Lease by providing thirty (30) day written notice to the LESSOR. LESSEE may terminate this Lease pursuant to this subsection only if all rents and fees are current and paid in full.
  - d. By breach or default as provided below.
  - e. Late payment of rent, including items deemed "additional rent," or penalty charges.



- f. Failure to maintain and provide proof to LESSOR of insurance coverage as required in paragraph 19 below.
- g. Other reason as provided for in this Lease.

All termination proceedings shall be conducted in accordance with Florida law.

10. **Additional Procedures for Termination for Late Payment of Rent.** If LESSOR terminates this Lease pursuant to Section 9.e. of this Lease, LESSEE shall immediately vacate the dock space leased hereunder upon three days notice by LESSOR. Notice shall be considered given upon any of the following: (a) Mailing notice to LESSEE at the address provided above; or (b) Posting notice upon the Vessel. Should LESSEE fail to vacate within the three days set forth herein, the Parties agree that LESSOR shall be entitled to an immediate judgment for eviction and possession of the subject dock space, upon filing of a verified complaint for eviction/possession with the Palm Beach County Court, in and for the Fifteenth Judicial Circuit. The Parties expressly agree that said action for eviction/possession shall proceed under Summary Procedure pursuant to Section 51.011, Fla. Stat.

11. **Compliance with Rules and Regulations.** LESSEE agrees to comply with all posted Rules and Regulations along with those attached hereto as "Exhibit A," as amended from time to time in the LESSOR's sole discretion, as fully as though they were set forth herein, and should breach of this Lease or violation of the Rules and Regulations Governing Dockage set forth and attached hereto occur, LESSOR may immediately terminate this Lease. LESSEE shall be notified of such termination and required to immediately remove the Vessel at LESSEE's expense. LESSOR may take all legal steps to remove the Vessel and other property upon termination of the Lease.

If LESSOR determines, in its sole and absolute discretion, that the violation of the Rules and Regulations constitutes a danger to the health, safety, and welfare of LESSEE, other persons or property, or LESSOR or LESSOR's property, LESSOR may immediately take any steps it deems necessary to mitigate or alleviate such danger.

12. **Required Trip Log Submittal.** LESSEE will submit a completed copy of the appropriate log attached hereto as "Exhibit B" in accordance with the schedule below:

- First Submittal shall be no later than January 5, 2020 for all trips that occurred October 1 to December 31, 2019
- Second Submittal shall be no later than April 5, 2020 for all trips that occurred January 1 to March 31, 2020
- Third Submittal shall be no later than August 5, 2020 for all trips that occurred April 1 to July 31, 2020
- Fourth Submittal shall be no later than November 5, 2020 for all trips that occurred August 1 to September 30, 2020.

Failure to comply with this section shall be a default and breach of this Lease. If LESSEE fails to submit the trip log, LESSOR may, in addition to the other remedies provided for in this

Lease, elect to discontinue LESSEE's fuel discount and exclude LESSEE from LESSOR's marketing collateral.

13. **Voluntary Waiver.** LESSOR may, in its sole and absolute discretion, waive any requirement of this Lease. Waiver of any conditions by LESSOR shall not be deemed to be a continuing waiver and shall not be considered a waiver of any other provision or condition of this Lease.
14. **Weather.** Weather conditions: In the event weather or tidal conditions exist during the term of this Lease that would either place the LESSEE's Vessel in danger of incurring damage to itself or LESSEE's Vessel causing damage to the LESSOR's property or other vessels within the dockage facilities, **it shall be the LESSEE's responsibility to remove the Vessel from the LESSOR's property and dockage facility.** Any damage caused by LESSEE's Vessel to the LESSOR's property, dockage facilities, LESSEE's Vessel or other vessels within the LESSOR's property and dockage facilities shall be the sole responsibility of the LESSEE. The LESSEE, by executing this Lease, expressly agrees that he/she shall be solely responsible for ascertaining when such threatening weather conditions may occur in order to allow adequate time for the LESSEE to remove the Vessel from the LESSOR's property and dockage facility as required above. **The LESSEE expressly acknowledges that the LESSOR does not assume any obligation to contact the LESSEE with respect to impending weather conditions.**

#### NOTICE TO VESSEL OWNER

The undersigned LESSOR hereby informs you that in the event you fail to remove your vessel from the marina promptly (within 24 hours) after the issuance of a tropical storm or hurricane watch for Palm Beach County or Boynton Beach, Florida, under Florida law, the undersigned or his or her employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.

Notwithstanding the foregoing, LESSEE shall be responsible for all damage caused by the Vessel to the LESSOR's dockage facilities or other vessels regardless of ownership. The LESSOR expressly reserves the right, but not the responsibility, to establish minimum requirements for the kinds of cleats, ropes, fenders and other measures that must be used on vessels as a condition of the use of the dockage facilities. In the event the LESSOR establishes such minimum measures, it shall be the LESSEE's obligation and liability to assure himself/herself that such minimum requirements are adequate to protect the LESSEE's Vessel from damage.

LESSEE shall be required to adhere to the guidelines set forth in the annual Boynton Harbor Marina Hurricane Plan provided by the Dockmaster or the LESSOR at the signing of this Lease.

15. **Telephone, Cable, Internet, etc.** LESSOR represents and LESSEE understands that there is no telephone, cable television, internet or wireless internet (Wi-Fi) service provided to the dock or slip. Telephone service to the vessels must be by cellular phone at LESSEE's expense. No private telephone systems or satellite dishes may be installed within the dockage facilities without the prior written consent of the Dockmaster or the LESSOR.
16. **Reassignment.** LESSOR reserves the right to permanently reassign the LESSEE to a different slip in the event LESSOR deems it necessary, in its sole discretion, by providing LESSEE ten (10) days written notification of such intent. LESSOR reserves the right to temporarily reassign LESSEE to a different slip in the event LESSOR deems it necessary, in its sole discretion, for the purpose of health and safety concerns, maintenance, repairs, construction or any other reason LESSOR deems necessary.
17. **No Additional Vessels Permitted.** No other vessel may be placed in the water along with the Vessel without the prior written consent of LESSOR. Dinghies, rafts, wave runners or other small vessels may not be left in the slip overnight and must be stowed on the Vessel when not in use.
18. **Caretaking and Security.** This Lease is for the use of dock space only, and such space is to be used at the sole risk of LESSEE. LESSEE expressly acknowledges that LESSOR assumes no responsibility for the caretaking or security of LESSEE's Vessel, (including any gear, equipment or contents associated with the Vessel) or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment howsoever occasioned. LESSEE has the sole responsibility for the caretaking and security of and at the Vessel, including the responsibility to insure the Vessel in accordance with this Lease. Any independent or caretaker or mechanic working on the Vessel (other than LESSEE) must register with the Dockmaster and provide copies of the business license and proof of their business insurance policy.
19. **Insurance.** The LESSEE hereby agrees to maintain, insurance providing complete marine coverage for the LESSEE's Vessel and public comprehensive liability insurance (Hull and Protection and Indemnity) with limits not less than \$300,000.00 per occurrence for Non Commercial Vessels and limits not less than \$500,000.00 per occurrence for Commercial Vessels. The insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from or arising out of this Lease or LESSEE's dockage or tenancy at the Boynton Harbor Marina. LESSOR is to be included as "Additional Insured" with respect to liability arising out of LESSEE's dockage or tenancy at the Boynton Harbor Marina, this Lease, or other acts or omissions of LESSEE in connection with this Lease. The LESSEE shall provide the LESSOR with a valid certificate of insurance as proof of such coverage at the time of executing the Lease and at each subsequent renewal. The Dockmaster and LESSOR reserve the right to request updated proof of LESSEE's insurance coverage at any time during the term of this Lease. Additionally, LESSEE is required to provide evidence of a minimum ten (10) pound ABC fire extinguisher to be maintained on the Vessel at all times.
20. **Default.** The failure of LESSEE to comply with the provisions set forth in this Lease shall constitute a default and breach of this Lease. If LESSEE fails to cure the default within seven (7) days of notice from LESSOR, LESSOR may terminate this Lease. If

LESSOR determines, in its sole and absolute discretion, that the default or breach constitutes a danger to the health, safety, and welfare of LESSEE, other persons or property, or LESSOR or LESSOR's property, LESSOR may immediately terminate this Lease.

21. **Indemnification.** The LESSEE agrees to indemnify, save, and hold harmless LESSOR, its agents and its employees harmless for any and all liability, claim, demand, suit, loss, cost, expense, or damage, which may be asserted, claimed or recovered against or from LESSOR, its agents, and its employees by reason of any property damage 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 LESSEE's negligent or wrongful conduct, faulty equipment (including equipment installation and removal), use of LESSOR's dockage facilities, or use of LESSOR's property pursuant to this Lease, as well as from any and all acts or omissions of LESSEE, his/her crew, guests, invitees, or agents. The LESSEE's obligation for such indemnification shall include all reasonable defense costs including attorney fees and attorneys fees at the appellate level. This paragraph shall not be construed to require LESSEE to indemnify LESSOR for its own negligence, or intentional acts of LESSOR, 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.
22. **Entire Agreement.** This Lease 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 Lease and the terms of this Lease supersede all such other agreements. No extraneous information may be used to alter the terms of this Lease.
23. **Modification.** No change, amendment, modification or alteration of this Lease shall be binding upon either party unless it is in writing and signed by both parties except for changes to rules and regulations as deemed necessary and appropriate by the LESSOR.
24. **Interpretation.** If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs of appeal and necessary disbursements in addition to any other relief to which it may be entitled.
25. **Severability.** If any part of this Lease shall be declared unlawful or invalid, the remainder of the Lease will continue to be binding upon the parties. In the event any of part of this Lease shall be held to be invalid, this Lease shall be interpreted as if such invalid part were not contained herein.
26. **Independent Advice.** The Parties declare that the terms of this Lease 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. **Agreement Deemed to be Drafted Jointly.** This Lease 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 Lease fairly and reasonably in accordance with the purpose of this Lease.
28. **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Lease 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.
29. **Counterparts and Transmission.** To facilitate execution, this Lease 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.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year written below.

LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATION AND WAIVER OF PRIVACY:**

I, the undersigned, applicant(s) certify that all information presented in this Lease, and all of the information furnished in support of this Lease, is given for the purpose of obtaining a marine vessel slip within the Boynton Beach Community Redevelopment Agency Boynton Harbor Marina, and is true and complete to the best of the LESSEE's knowledge and belief. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Harbor Marina Dockage Agreement as well as the Rules & Regulations Governing Dockage.

I hereby acknowledge that the marina is a public area and that I have no expectation of privacy with respect to activity which occurs in plain view on the Vessel. I waive my rights under any privacy laws, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any information given herein. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this Lease.

I hereby give permission to the Community Redevelopment Agency or its agents to take photos of myself, my invitees, and/or my Vessel to be used to promote the Boynton Harbor Marina. I consent to the use of the image of the Vessel in conjunction with any promotional activity by the Agency or its employees or contractors.

I understand that any misinformation furnished by me in to obtain the Lease is grounds for termination of the Lease by LESSOR.

LESSEE Signature\*: \_\_\_\_\_ Date:\_\_\_\_\_

\_\_\_\_\_  
Print Name

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of\_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida  
My commission expires:\_\_\_\_\_



Fuel Dock & Slips

**“EXHIBIT A”**

**BOYNTON HARBOR MARINA**

**RULES AND REGULATIONS GOVERNING DOCKAGE**

In an effort to provide an inviting atmosphere for boat owners docking at the LESSOR’s docks, patrons, and visitors to the marina area, the following rules and regulations are provided for your protection. LESSEE, and if LESSEE is not the Vessel Captain, the Vessel Captain are required to obey the following rules and regulations as a condition of this Lease and will be strictly enforced. Any violation of these Rules and Regulations shall be deemed as grounds for immediate termination of the Dockage Lease and removal of the vessel in the sole discretion of the LESSOR.

1. When a boat enters the basin, it immediately comes under the jurisdiction of the LESSOR’s Dockmaster.
2. Only boats in good working condition, and operating under their own power, shall be admitted to or remain in berthing areas.
3. Pets shall be leashed within the confines of the LESSOR’s property. Pets are permitted only if they do not disturb other Lessees, patrons, visitors, and guests.
4. Under no circumstances will live-aboard status be allowed. No overnight stay by the LESSEE, his/her crew or guests, shall be permitted.
5. Refuse shall not be thrown overboard. Garbage shall be deposited in cans or dumpster supplied for that purpose. No person shall discharge fish carcasses or waste, oil, spirits, solvents, inflammable liquid or oily bilges into the basin or on the property of the LESSOR. In the event of any accidental spills of oil, spirits, solvents, flammable liquids, fuel products or other toxic substances or waste, the LESSEE shall immediately notify the LESSOR’s Dockmaster of the existence of such condition.
6. There shall be no discharge of fish waste into waters of the marina under any circumstances. Fish waste shall be disposed of offshore or placed in sealed garbage bags and disposed of in the on-site dumpster or taken to your place of residence or legal off-site disposal location.
7. Under no circumstances shall vessel sewage be disposed of into the marina basin. Vessel sewage shall be disposed of appropriately and in conformance with all pertinent health codes and state statutes.

8. Noise shall be kept to a minimum at all times. LESSEE shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. Upon request by the Dockmaster or LESSOR, LESSEE will immediately lower the volume of any source of noise that may be causing a disturbance.
9. The consumption alcohol on Boynton Beach Community Redevelopment Agency or Boynton Harbor Marina property is strictly prohibited.
10. Swimming, diving, or fishing shall not be permitted from the docks or finger piers or boats except for the cleaning of the underside of the vessel by LESSEE or properly licensed professional.
11. Boat owners shall not store supplies, materials, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the Dockmaster and the LESSOR. Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the discretion of management.
12. Fueling of gasoline or diesel powered vessels from fuel trucks, portable cans or containers without prior written approval from the Dockmaster shall be strictly prohibited in the slip or marina basin. Storage of portable gasoline cans or containers is prohibited in the marina and slip areas.
13. Laundry shall not be hung on boats, docks or finger piers in the basin, nor shall "for sale" signs be put on boats without written permission from the LESSOR.
14. **The LESSOR reserves the right to limit and govern all marina slip parking spaces in the LESSOR parking areas as described in "Appendix A." The Boynton Harbor Marina slip spaces designated as "loading and unloading only" are for the express and exclusive use of the LESSOR and LESSEE between the hours of 6am to 6pm seven days a week. These spaces shall be limited to use for a period no longer than 15 minutes for the sole purpose of the "loading and unloading" of the LESSEE's supplies, guests, and crew. NO LONG TERM PARKING WILL BE ALLOWED in this location. The LESSOR reserves the right to tow or remove any vehicle which is found to be in violation of the parking conditions as stated in this paragraph at the sole expense of the owner of said vehicle.**

**Overnight or long term parking can be accommodated within the Marina Village Parking Garage by written approval of the Dockmaster and Marina Village Property Manager. Failure to obtain such approval may result in the vehicle being towed by Marina Village Master Association. Please contact the Dockmaster for instructions on obtaining the required overnight parking pass.**

15. Each LESSEE shall be issued a maximum of two (2) Boynton Harbor Marina vehicle identification sticker(s) to be placed on the rear window of the LESSEE's vehicle. No temporary parking passes will be issued to LESSEEs for any purpose.
16. All contractors, mechanics, or caretakers ("Contractors") working on any vessel in the Boynton Harbor Marina must register with the Dockmaster, provide Dockmaster with proof of insurance and proof of business licensing before commencing work, and work



pursuant to the terms of the Lease. The Dockmaster will provide a one-day "Contractor Parking Pass" to Contractors upon registration. Dockmaster will only issue parking passes for Contractors that have proof of insurance and proof of business licensing on file with the Dockmaster. If more than one day of work is required, the Contractor shall check in with the Dockmaster each day prior to commencing work.

17. Each LESSEE shall provide an executed Dockage Lease Agreement along with all of the documents listed below to the Dockmaster no later than September 30, \_\_\_\_\_. If the LESSEE does not provide an executed Dockage Lease Agreement along with all of the documents listed below by September 30, \_\_\_\_\_ LESSEE will be charged a \$500 fee. The LESSEE will then have 30 days from September 30, \_\_\_\_\_ to provide the Dockmaster with the \$500 fee, an executed Dockage Lease Agreement (along with all of the documents listed below). If at that time the executed Dockage Lease Agreement, (along with all of the documents listed below) and the \$500 fee is not provided to the Dockmaster, the Dockage Lease Agreement will not be considered for renewal and the LESSEE will be required to leave the space.

Each LESSEE is required to provide the Dockmaster with the below listed documentation along with the executed Dockage Lease Agreement:

- Current Boynton Beach Business Tax Receipt
  - Current documentation or title to boat being docked
  - Current vessel registration
  - Captains licensing for all boat operators
  - Current US Coast Guard vessel inspection
  - Current hurricane protection plan
  - Current insurance policy, written as per section 19 in the dockage agreement and naming Boynton Beach CRA additionally insured
18. Violation of the above rules and regulations, or other conduct by any LESSEE, or his/her crew or guests, that might injure any person, cause damage to property or harm the reputation of the LESSOR shall be cause for immediate removal from Boynton Harbor Marina. Such conduct shall include, but not be limited to: harassment of any person; aggressive behavior; engagement in any illegal activity; or any conduct that the Dockmaster or LESSOR determines, in their sole and absolute discretion, endangers the health, safety, welfare, or property of any other person or entity.

LESSEE acknowledges by signing below, that they have read and understand the **BOYNTON HARBOR MARINA RULES AND REGULATIONS GOVERNING DOCKAGE** and hereby agree to the terms of the Dockage Lease Agreement.

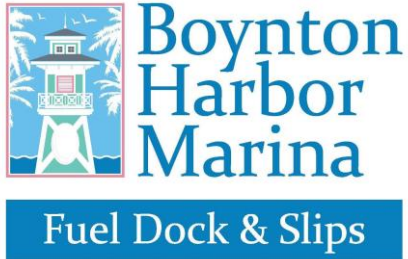
LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

**“Exhibit B”**  
**BOYNTON HARBOR MARINA**  
**Dockage Lease Agreement**  
**Tenant's Monthly Trip Log**

	<b>SLIP No.</b>		
	<b>VESSEL NAME</b>		
	<b>CAPTAIN NAME</b>		
	<b>CAPTAIN NAME</b>		
<b>MONTH</b>	<b>TOTAL NUMBER OF TRIPS</b>	<b>TOTAL NUMBER OF PASSENGERS</b>	<b>CAPTAIN'S INITIALS</b>
<b>Oct-17</b>			
<b>Nov-17</b>			
<b>Dec-17</b>			
<b>Jan-18</b>			
<b>Feb-18</b>			
<b>Mar-18</b>			
<b>Apr-18</b>			
<b>May-18</b>			
<b>Jun-18</b>			
<b>Jul-18</b>			
<b>Aug-18</b>			
<b>Sep-18</b>			



**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**  
**“BOYNTON HARBOR MARINA”**  
**DOCKAGE LEASE AGREEMENT**  
**FOR MULTIPLE VESSELS IN A SINGLE SLIP**  
**FY 2019-2021**

This Lease Agreement (“Lease”) is entered into between **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, (“LESSOR”) and \_\_\_\_\_ the undersigned boat and/or owner, (“LESSEE”).

WAYPOINT MARINE, INC., hereinafter referred to as “Dockmaster” performs any and all duties of marina management on behalf of the LESSOR. .

(Print all information. All blank spaces must be completed.)

LESSEE’S Name \_\_\_\_\_ BUSINESS NAME \_\_\_\_\_

LESSEE’S Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

First Vessel:

Registration No. \_\_\_\_\_

First Vessel Name: \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_

O.A. Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\*The length of any vessel shall be measured from the end of pulpit to the end of the dive platform. Tenant vessels shall be measured twice annually.

Power \_\_\_\_\_ Sail \_\_\_\_\_ Electricity: \_\_\_\_\_110 \_\_\_\_\_220

Second Vessel:

Registration No. \_\_\_\_\_

Second Vessel Name: \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_

O.A. Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\*The length of any vessel shall be measured from the end of pulpit to the end of the dive platform. Tenant vessels shall be measured twice annually.

Power \_\_\_\_\_ Sail \_\_\_\_\_ Electricity: \_\_\_\_\_ 110 \_\_\_\_\_ 220

(hereinafter, First Vessel and Second Vessel shall be referred to collectively as "Vessel").

Slip No. \_\_\_\_\_ Lease Rate: \$ \_\_\_\_\_ per lineal foot from October 1, 2019 until September 30, 2021. For purposes of calculating the Lease Rate, the lineal feet shall be calculated by adding the O.A. Length of the First Vessel to the O.A. Length of the Second Vessel.

1. **Term.** The term of this Dockage Lease shall be from \_\_\_\_\_ until September 30, 2021. There is no option to renew and any additional term of lease shall be evidenced by a new Lease.
2. **Rent.** The rental shall be the sum of \_\_\_\_\_ per month based on the lease rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per vessel linear foot plus 7% sales tax in the amount of \$ \_\_\_\_\_, for a total of \$ \_\_\_\_\_ per month from the time period of **October 1, 2019 through September 30, 2021**. Rent for the first month shall be prorated if Lease is executed after the 1<sup>st</sup> of the month. Each subsequent rent payment shall be due on the first day of the month and past due on the tenth day of the month. Timely payment of rent is a material provision of this Lease and the late payment of rent constitutes grounds for termination of this Lease by LESSOR regardless of whether delinquent rent is accepted. LESSEE understands that LESSOR may accept late payment of rent without waiving LESSOR's right to declare a breach of Lease and terminate this Lease.
3. **Security Deposit.** At the time of execution of this Lease, LESSEE shall pay LESSOR an amount equal to one month's rent, as specified in Paragraph 2 of this Lease. This payment (the "Security Deposit") shall be made by cash, cashier's check, or money order. The Security Deposit may not be paid by personal check.

The Security Deposit is separate from payment of rent and utilities, and LESSEE may not use the Security Deposit to pay the last month's, or any month's, rent or other charges in arrears. LESSOR is not obligated to apply the Security Deposit on rents or other charges in arrears, or on other damage caused by LESSEE's failure to perform under this Lease, but LESSOR may choose to do so at LESSOR's option. If LESSOR repossesses the slip because of LESSEE's default or breach, LESSOR may, but is not required to, apply the deposit on all damages suffered as a result of the default or breach, regardless of whether the damages occurred before, during, or after repossession.

Upon expiration or termination of this Lease, LESSOR shall inspect the slip and related facilities for any damage caused by LESSEE or LESSEE's use of the slip. If there is



damage beyond normal wear and tear, LESSOR shall subtract the amount necessary to repair the damage from the Security Deposit and return the remainder of the Security Deposit to LESSEE within fourteen (14) days after LESSEE has vacated the slip. LESSOR shall not subtract any amount from the Security Deposit for normal wear and tear. LESSOR shall have sole discretion as to what constitutes normal wear and tear.

Any interest generated on the Security Deposit shall accrue to LESSOR. LESSOR shall not be obligated to keep the Security Deposit as a separate fund, but may mix it with LESSOR's own funds.

4. **Utilities.** LESSOR agrees to provide electricity and water hookups at each slip. Any equipment/connecting devices necessary to provide the connection from the dock to the Vessel shall be the responsibility of the LESSEE but the type and manner of connection are subject to approval by the LESSOR. LESSEE is responsible for the payment of their monthly electrical and water (individually or collectively, "utility") usage. The billing rate for utility consumption by the LESSEE shall be based on usage to the slip as determined by LESSOR and will be calculated based on the prevailing rate charged to the LESSOR by the utility provider. A utility statement will be hand delivered or mailed to the LESSEE on the 1<sup>st</sup> of each month and shall reflect the amount of utility usage for the previous month. Utility payments shall be considered additional rent under this Lease. LESSEE's utility payments shall be due to LESSOR no later than the tenth day of the following month.
5. **Late Payment.** There shall be a late payment fee in an amount equal to 25% of the amount due each month on all rent or utility payments received after the past due date. There shall be an additional one hundred dollar (\$100.00) late fee when the delinquent rent payment is not made in full, including the initial late fees, by the fifteenth day of the subsequent month. Each month for which LESSEE fails to pay all or a portion of rent or utility payments owed shall constitute a separate violation of this Lease and shall incur a separate late fee. Interest shall accrue on any unpaid amounts owed under this lease at the rate of 1.5% per month.
6. **Lien.** LESSOR shall have a lien against the Vessel, its appurtenances, and its contents for unpaid sums due for rent, use of dock facilities, utility usage, other services, or for damage to any docks or property of LESSOR or any other person at the docks caused or contributed to by the Vessel, LESSEE or any individual the LESSEE allows to use the Vessel. The lien shall be in addition to all other remedies available at law or in equity.
7. **Only for Approved Vessel.** This Lease is valid only for the Vessel and LESSEE, and is not transferable to another vessel or lessee without the written authorization and approval of the LESSOR. This Lease does not allow for the sub-leasing of the slip by the LESSEE under any circumstances. This Lease grants the LESSEE a revocable license to use the subject dock space and does not create any interest for LESSEE in the underlying bottom lands or real property connected with the LESSOR.
8. **Absences from Slip.** LESSEE is required to notify the Dockmaster in writing if the Vessel will be absent from the above referenced slip for longer than a thirty (30) day period. Slips left empty for longer than thirty consecutive days, or for twenty days in a forty five day period, without written notification to the LESSOR shall be considered vacated by the LESSEE and the lease will be terminated.

9. **Termination for Cause.** This Lease shall be in effect until the end of the term unless sooner terminated by reason of one or more of the following conditions or events:
- a. By destruction of the dockage facilities by storm, Act of God, or other calamity.
  - b. In the event LESSEE makes a bona fide sale of the boat or obtains a boat larger than can be safely berthed at the subject dockage.
  - c. LESSEE terminates this Lease by providing thirty (30) day written notice to the LESSOR. LESSEE may terminate this Lease pursuant to this subsection only if all rents and fees are current and paid in full.
  - d. By breach or default as provided below.
  - e. Late payment of rent, including items deemed “additional rent,” or penalty charges.
  - f. Failure to maintain and provide proof to LESSOR of insurance coverage as required in paragraph 19 below.
  - g. Other reason as provided for in this Lease.

All termination proceedings shall be conducted in accordance with Florida law.

10. **Additional Procedures for Termination for Late Payment of Rent.** If LESSOR terminates this Lease pursuant to Section 9.e. of this Lease, LESSEE shall immediately vacate the dock space leased hereunder upon three days notice by LESSOR. Notice shall be considered given upon any of the following: (a) Mailing notice to LESSEE at the address provided above; or (b) Posting notice upon the Vessel. Should LESSEE fail to vacate within the three days set forth herein, the Parties agree that LESSOR shall be entitled to an immediate judgment for eviction and possession of the subject dock space, upon filing of a verified complaint for eviction/possession with the Palm Beach County Court, in and for the Fifteenth Judicial Circuit. The Parties expressly agree that said action for eviction/possession shall proceed under Summary Procedure pursuant to Section 51.011, Fla. Stat.
11. **Compliance with Rules and Regulations.** LESSEE agrees to comply with all posted Rules and Regulations along with those attached hereto as “Exhibit A,” as amended from time to time in the LESSOR’s sole discretion, as fully as though they were set forth herein, and should breach of this Lease or violation of the Rules and Regulations Governing Dockage set forth and attached hereto occur, LESSOR may immediately terminate this Lease. LESSEE shall be notified of such termination and required to immediately remove the Vessel at LESSEE’s expense. LESSOR may take all legal steps to remove the Vessel and other property upon termination of the Lease.

If LESSOR determines, in its sole and absolute discretion, that the violation of the Rules and Regulations constitutes a danger to the health, safety, and welfare of LESSEE, other

persons or property, or LESSOR or LESSOR's property, LESSOR may immediately take any steps it deems necessary to mitigate or alleviate such danger.

12. **Required Trip Log Submittal.** LESSEE will submit a completed copy of the appropriate log attached hereto as "Exhibit B" in accordance with the schedule below:

- First Submittal shall be no later than January 5, 2020 for all trips that occurred October 1 to December 31, 2019
- Second Submittal shall be no later than April 5, 2020 for all trips that occurred January 1 to March 31, 2020
- Third Submittal shall be no later than August 5, 2020 for all trips that occurred April 1 to July 31, 2020
- Fourth Submittal shall be no later than November 5, 2020 for all trips that occurred August 1 to September 30, 2020.

Failure to comply with this section shall be a default and breach of this Lease. If LESSEE fails to submit the trip log, LESSOR may, in addition to the other remedies provided for in this Lease, elect to discontinue LESSEE's fuel discount and exclude LESSEE from LESSOR's marketing collateral.

13. **Voluntary Waiver.** LESSOR may, in its sole and absolute discretion, waive any requirement of this Lease. Waiver of any conditions by LESSOR shall not be deemed to be a continuing waiver and shall not be considered a waiver of any other provision or condition of this Lease.

14. **Weather.** Weather conditions: In the event weather or tidal conditions exist during the term of this Lease that would either place the LESSEE's Vessel in danger of incurring damage to itself or LESSEE's Vessel causing damage to the LESSOR's property or other vessels within the dockage facilities, **it shall be the LESSEE's responsibility to remove the Vessel from the LESSOR's property and dockage facility.** Any damage caused by LESSEE's Vessel to the LESSOR's property, dockage facilities, LESSEE's Vessel or other vessels within the LESSOR's property and dockage facilities shall be the sole responsibility of the LESSEE. The LESSEE, by executing this Lease, expressly agrees that he/she shall be solely responsible for ascertaining when such threatening weather conditions may occur in order to allow adequate time for the LESSEE to remove the Vessel from the LESSOR's property and dockage facility as required above. **The LESSEE expressly acknowledges that the LESSOR does not assume any obligation to contact the LESSEE with respect to impending weather conditions.**

#### NOTICE TO VESSEL OWNER

The undersigned LESSOR hereby informs you that in the event you fail to remove your vessel(s) from the marina promptly (within 24 hours) after the issuance of a tropical storm or hurricane watch for Palm Beach County or Boynton Beach, Florida, under Florida law, the undersigned or his or her employees or agents are authorized to remove your vessel(s), if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel(s) and to protect marina property, private property, and the

environment. You are further notified that you may be charged a reasonable fee for any such action.

Notwithstanding the foregoing, LESSEE shall be responsible for all damage caused by the Vessel to the LESSOR's dockage facilities or other vessels regardless of ownership. The LESSOR expressly reserves the right, but not the responsibility, to establish minimum requirements for the kinds of cleats, ropes, fenders and other measures that must be used on vessels as a condition of the use of the dockage facilities. In the event the LESSOR establishes such minimum measures, it shall be the LESSEE's obligation and liability to assure himself/herself that such minimum requirements are adequate to protect the LESSEE's Vessel from damage.

LESSEE shall be required to adhere to the guidelines set forth in the annual Boynton Harbor Marina Hurricane Plan provided by the Dockmaster or the LESSOR at the signing of this Lease.

15. **Telephone, Cable, Internet, etc.** LESSOR represents and LESSEE understands that there is no telephone, cable television, internet or wireless internet (Wi-Fi) service provided to the dock or slip. Telephone service to the vessels must be by cellular phone at LESSEE's expense. No private telephone systems or satellite dishes may be installed within the dockage facilities without the prior written consent of the Dockmaster or the LESSOR.
16. **Reassignment.** LESSOR reserves the right to permanently reassign the LESSEE to a different slip in the event LESSOR deems it necessary, in its sole discretion, by providing LESSEE ten (10) days written notification of such intent. LESSOR reserves the right to temporarily reassign LESSEE to a different slip in the event LESSOR deems it necessary, in its sole discretion, for the purpose of health and safety concerns, maintenance, repairs, construction or any other reason LESSOR deems necessary.
17. **No Additional Vessels Permitted.** No other vessel may be placed in the water along with the Vessel without the prior written consent of LESSOR. Dinghies, rafts, wave runners or other small vessels may not be left in the slip overnight and must be stowed on the Vessel when not in use.
18. **Caretaking and Security.** This Lease is for the use of dock space only, and such space is to be used at the sole risk of LESSEE. LESSEE expressly acknowledges that LESSOR assumes no responsibility for the caretaking or security of LESSEE's Vessel, (including any gear, equipment or contents associated with the Vessel) or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment howsoever occasioned. LESSEE has the sole responsibility for the caretaking and security of and at the Vessel, including the responsibility to insure the Vessel in accordance with this Lease. Any independent or caretaker or mechanic working on the Vessel (other than LESSEE) must register with the Dockmaster and provide copies of the business license and proof of their business insurance policy.
19. **Insurance.** The LESSEE hereby agrees to maintain, insurance providing complete marine coverage for the LESSEE's Vessel and public comprehensive liability insurance (Hull and Protection and Indemnity) with limits not less than \$300,000.00 per occurrence for Non Commercial Vessels and limits not less than \$500,000.00 per occurrence for



Commercial Vessels. The insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from or arising out of this Lease or LESSEE's dockage or tenancy at the Boynton Harbor Marina. LESSOR is to be included as "Additional Insured" with respect to liability arising out of LESSEE's dockage or tenancy at the Boynton Harbor Marina, this Lease, or other acts or omissions of LESSEE in connection with this Lease. The LESSEE shall provide the LESSOR with a valid certificate of insurance as proof of such coverage at the time of executing the Lease and at each subsequent renewal. The Dockmaster and LESSOR reserve the right to request updated proof of LESSEE's insurance coverage at any time during the term of this Lease. Additionally, LESSEE is required to provide evidence of a minimum ten (10) pound ABC fire extinguisher to be maintained on the Vessel at all times.

20. **Default.** The failure of LESSEE to comply with the provisions set forth in this Lease shall constitute a default and breach of this Lease. If LESSEE fails to cure the default within seven (7) days of notice from LESSOR, LESSOR may terminate this Lease. If LESSOR determines, in its sole and absolute discretion, that the default or breach constitutes a danger to the health, safety, and welfare of LESSEE, other persons or property, or LESSOR or LESSOR's property, LESSOR may immediately terminate this Lease.
21. **Indemnification.** The LESSEE agrees to indemnify, save, and hold harmless LESSOR, its agents and its employees harmless for any and all liability, claim, demand, suit, loss, cost, expense, or damage, which may be asserted, claimed or recovered against or from LESSOR, its agents, and its employees by reason of any property damage 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 LESSEE's negligent or wrongful conduct, faulty equipment (including equipment installation and removal), use of LESSOR's dockage facilities, or use of LESSOR's property pursuant to this Lease, as well as from any and all acts or omissions of LESSEE, his/her crew, guests, invitees, or agents. The LESSEE's obligation for such indemnification shall include all reasonable defense costs including attorney fees and attorneys fees at the appellate level. This paragraph shall not be construed to require LESSEE to indemnify LESSOR for its own negligence, or intentional acts of LESSOR, 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.
22. **Entire Agreement.** This Lease 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 Lease and the terms of this Lease supersede all such other agreements. No extraneous information may be used to alter the terms of this Lease.
23. **Modification.** No change, amendment, modification or alteration of this Lease shall be binding upon either party unless it is in writing and signed by both parties except for changes to rules and regulations as deemed necessary and appropriate by the LESSOR.

24. **Interpretation.** If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs of appeal and necessary disbursements in addition to any other relief to which it may be entitled.
25. **Severability.** If any part of this Lease shall be declared unlawful or invalid, the remainder of the Lease will continue to be binding upon the parties. In the event any of part of this Lease shall be held to be invalid, this Lease shall be interpreted as if such invalid part were not contained herein.
26. **Independent Advice.** The Parties declare that the terms of this Lease 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. **Agreement Deemed to be Drafted Jointly.** This Lease 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 Lease fairly and reasonably in accordance with the purpose of this Lease.
28. **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Lease 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.
29. **Counterparts and Transmission.** To facilitate execution, this Lease 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATION AND WAIVER OF PRIVACY:

I, the undersigned, applicant(s) certify that all information presented in this Lease, and all of the information furnished in support of this Lease, is given for the purpose of obtaining a marine vessel slip within the Boynton Beach Community Redevelopment Agency Boynton Harbor Marina, and is true and complete to the best of the LESSEE's knowledge and belief.

I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Harbor Marina Dockage Agreement as well as the Rules & Regulations Governing Dockage.

I hereby acknowledge that the marina is a public area and that I have no expectation of privacy with respect to activity which occurs in plain view on the Vessel. I waive my rights under any privacy laws, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any information given herein. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this Lease.

I hereby give permission to the Community Redevelopment Agency or its agents to take photos of myself, my invitees, and/or my Vessel to be used to promote the Boynton Harbor Marina. I consent to the use of the image of the Vessel in conjunction with any promotional activity by the Agency or its employees or contractors.

I understand that any misinformation furnished by me in to obtain the Lease is grounds for termination of the Lease by LESSOR.

LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

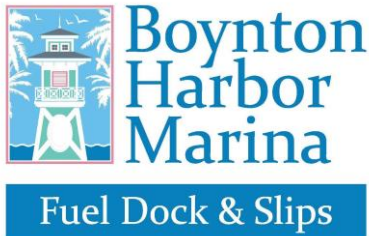
\_\_\_\_\_  
Print Name

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida  
My commission expires: \_\_\_\_\_



## **“EXHIBIT A”**

### **BOYNTON HARBOR MARINA**

#### **RULES AND REGULATIONS GOVERNING DOCKAGE**

In an effort to provide an inviting atmosphere for boat owners docking at the LESSOR’s docks, patrons, and visitors to the marina area, the following rules and regulations are provided for your protection. LESSEE, and if LESSEE is not the Vessel Captain, the Vessel Captain are required to obey the following rules and regulations as a condition of this Lease and will be strictly enforced. Any violation of these Rules and Regulations shall be deemed as grounds for immediate termination of the Dockage Lease and removal of the vessel in the sole discretion of the LESSOR.

1. When a boat enters the basin, it immediately comes under the jurisdiction of the LESSOR’s Dockmaster.
2. Only boats in good working condition, and operating under their own power, shall be admitted to or remain in berthing areas.
3. Pets shall be leashed within the confines of the LESSOR’s property. Pets are permitted only if they do not disturb other Lessees, patrons, visitors, and guests.
4. Under no circumstances will live-aboard status be allowed. No overnight stay by the LESSEE, his/her crew or guests, shall be permitted.
5. Refuse shall not be thrown overboard. Garbage shall be deposited in cans or dumpster supplied for that purpose. No person shall discharge fish carcasses or waste, oil, spirits, solvents, inflammable liquid or oily bilges into the basin or on the property of the LESSOR. In the event of any accidental spills of oil, spirits, solvents, flammable liquids, fuel products or other toxic substances or waste, the LESSEE shall immediately notify the LESSOR’s Dockmaster of the existence of such condition.
6. There shall be no discharge of fish waste into waters of the marina under any circumstances. Fish waste shall be disposed of offshore or placed in sealed garbage bags and disposed of in the on-site dumpster or taken to your place of residence or legal off-site disposal location.
7. Under no circumstances shall vessel sewage be disposed of into the marina basin. Vessel sewage shall be disposed of appropriately and in conformance with all pertinent health codes and state statutes.



8. Noise shall be kept to a minimum at all times. LESSEE shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. Upon request by the Dockmaster or LESSOR, LESSEE will immediately lower the volume of any source of noise that may be causing a disturbance.
9. The consumption alcohol on Boynton Beach Community Redevelopment Agency or Boynton Harbor Marina property is strictly prohibited.
10. Swimming, diving, or fishing shall not be permitted from the docks or finger piers or boats except for the cleaning of the underside of the vessel by LESSEE or properly licensed professional.
11. Boat owners shall not store supplies, materials, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the Dockmaster and the LESSOR. Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the discretion of management.
12. Fueling of gasoline or diesel powered vessels from fuel trucks, portable cans or containers without prior written approval from the Dockmaster shall be strictly prohibited in the slip or marina basin. Storage of portable gasoline cans or containers is prohibited in the marina and slip areas.
13. Laundry shall not be hung on boats, docks or finger piers in the basin, nor shall "for sale" signs be put on boats without written permission from the LESSOR.
14. **The LESSOR reserves the right to limit and govern all marina slip parking spaces in the LESSOR parking areas as described in "Appendix A." The Boynton Harbor Marina slip spaces designated as "loading and unloading only" are for the express and exclusive use of the LESSOR and LESSEE between the hours of 6am to 6pm seven days a week. These spaces shall be limited to use for a period no longer than 15 minutes for the sole purpose of the "loading and unloading" of the LESSEE's supplies, guests, and crew. NO LONG TERM PARKING WILL BE ALLOWED in this location. The LESSOR reserves the right to tow or remove any vehicle which is found to be in violation of the parking conditions as stated in this paragraph at the sole expense of the owner of said vehicle.**

**Overnight or long term parking can be accommodated within the Marina Village Parking Garage by written approval of the Dockmaster and Marina Village Property Manager. Failure to obtain such approval may result in the vehicle being towed by Marina Village Master Association. Please contact the Dockmaster for instructions on obtaining the required overnight parking pass.**

15. Each LESSEE shall be issued a maximum of two (2) Boynton Harbor Marina vehicle identification sticker(s) to be placed on the rear window of the LESSEE's vehicle. No temporary parking passes will be issued to LESSEEs for any purpose.
16. All contractors, mechanics, or caretakers ("Contractors") working on any vessel in the Boynton Harbor Marina must register with the Dockmaster, provide Dockmaster with proof of insurance and proof of business licensing before commencing work, and work

pursuant to the terms of the Lease. The Dockmaster will provide a one-day "Contractor Parking Pass" to Contractors upon registration. Dockmaster will only issue parking passes for Contractors that have proof of insurance and proof of business licensing on file with the Dockmaster. If more than one day of work is required, the Contractor shall check in with the Dockmaster each day prior to commencing work.

17. Each LESSEE shall provide an executed Dockage Lease Agreement along with all of the documents listed below to the Dockmaster no later than September 30, \_\_\_\_\_. If the LESSEE does not provide an executed Dockage Lease Agreement along with all of the documents listed below by September 30, \_\_\_\_\_ LESSEE will be charged a \$500 fee. The LESSEE will then have 30 days from September 30, \_\_\_\_\_ to provide the Dockmaster with the \$500 fee, an executed Dockage Lease Agreement (along with all of the documents listed below). If at that time the executed Dockage Lease Agreement, (along with all of the documents listed below) and the \$500 fee is not provided to the Dockmaster, the Dockage Lease Agreement will not be considered for renewal and the LESSEE will be required to leave the space.

Each LESSEE is required to provide the Dockmaster with the below listed documentation along with the executed Dockage Lease Agreement:

- Current Boynton Beach Business Tax Receipt
- Current documentation or title to boat being docked
- Current vessel registration
- Captains licensing for all boat operators
- Current US Coast Guard vessel inspection
- Current hurricane protection plan
- Current insurance policy, written as per section 19 in the dockage agreement and naming Boynton Beach CRA additionally insured

18. Violation of the above rules and regulations, or other conduct by any LESSEE, or his/her crew or guests, that might injure any person, cause damage to property or harm the reputation of the LESSOR shall be cause for immediate removal from Boynton Harbor Marina. Such conduct shall include, but not be limited to: harassment of any person; aggressive behavior; engagement in any illegal activity; or any conduct that the Dockmaster or LESSOR determines, in their sole and absolute discretion, endangers the health, safety, welfare, or property of any other person or entity.

LESSEE acknowledges by signing below, that they have read and understand the **BOYNTON HARBOR MARINA RULES AND REGULATIONS GOVERNING DOCKAGE** and hereby agree to the terms of the Dockage Lease Agreement.

LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

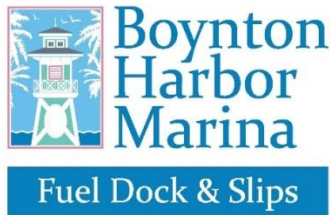
\_\_\_\_\_  
Print Name

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

**“Exhibit B”**  
**BOYNTON HARBOR MARINA**  
**Dockage Lease Agreement**  
**Tenant's Monthly Trip Log**

<b>SLIP No.</b>	
<b>VESSEL NAME</b>	
<b>CAPTAIN NAME</b>	

<i><b>MONTH</b></i>	<i><b>TOTAL NUMBER OF TRIPS</b></i>	<i><b>TOTAL NUMBER OF PASSENGERS</b></i>
<b>Oct-17</b>		
<b>Nov-17</b>		
<b>Dec-17</b>		
<b>Jan-18</b>		
<b>Feb-18</b>		
<b>Mar-18</b>		
<b>Apr-18</b>		
<b>May-18</b>		
<b>Jun-18</b>		
<b>Jul-18</b>		
<b>Aug-18</b>		
<b>Sep-18</b>		



## **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**

### **BOYNTON HARBOR MARINA**

#### **SAFETY ACCESSORY CRITERIA**

The Boynton Beach Community Redevelopment Agency (CRA) recognizes there may be certain circumstances under which the safety of the public, lessees of the Boynton Harbor Marina, and other persons may be improved by the presence of certain safety accessories. Therefore, Lessees of the Boynton Harbor Marina (Lessees) may apply to the CRA for an addendum to an existing Boynton Harbor Marina Dockage Lease Agreement that would allow Lessees to use a safety accessory under the following circumstances:

1. The proposed Safety Accessory must be deemed by the Dockmaster, in his sole and absolute discretion, to be an accessory that will enhance the safety of the Lessee or other persons during their use of the Boynton Harbor Marina.
2. Once the Dockmaster deems that the proposed Safety Accessory will enhance the safety of the Lessee or other persons, the CRA must review the proposed safety accessory and may, in its sole and absolute discretion, determine that the safety accessory is not safe or is otherwise not appropriate for use at the Boynton Harbor Marina. In making its determination, the CRA shall base its decision solely on the use and appropriateness of the proposed Safety Accessory and shall not discriminate based on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability of the Lessee.
3. If both the Dockmaster and the CRA approve of the use of the proposed Safety Accessory, the Lessee and the CRA shall enter into the Safety Accessory Addendum.
4. The Safety Accessory shall not be nailed, screwed, or otherwise permanently attached or affixed to the Boynton Harbor Marina Dock (Dock).

#### **SAFETY ACCESSORY ADDENDUM**

This addendum to the Boynton Harbor Marina Dockage Lease Agreement dated \_\_\_\_\_ (Lease) is made by and between the Boynton Beach Community Redevelopment Agency (LESSOR) and \_\_\_\_\_ (LESSEE) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, LESSOR and LESSEE have previously entered into the Lease; and

WHEREAS, LESSOR has promulgated Safety Accessory Criteria, which are hereby expressly incorporated into this Addendum; and

WHEREAS, LESSEE wishes to use a safety accessory (Safety Accessory) in the dock slip assigned to Lessee; and



WHEREAS, LESSOR agrees that the Safety Accessory will enhance the safety of Lessee's and other persons' use of the dock and is appropriate for use of the dock;

NOW THEREFORE, for the good and valuable consideration of \$\_\_\_\_\_ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. The recitals above, and the Safety Accessory Criteria, are hereby incorporated as if fully set forth herein.
2. Lessee may use the Safety Accessory identified in Exhibit 1 at the dock slip used by Lessee in the Boynton Harbor Marina (Dock Slip). Lessee shall ensure that the Safety Accessory remains confined to the Dock Slip at all times.
3. The Safety Accessory may not be nailed, screwed, glued, stapled, welded, or otherwise permanently attached or affixed to the Dock Slip. The Safety Accessory may only be attached to the Dock Slip by ropes, bands, or other temporary attachment mechanisms that do not pierce the surface of the Dock Slip. No Safety Accessory may be attached to the Dock Slip without the Dockmaster's express approval, in writing, of the method of attachment. Upon removal of the Safety Accessory, LESSEE is responsible for ensuring that the Dock Slip remains unaltered by the use of the Safety Accessory, except for normal wear and tear.
4. Prior to the installation of the Safety Accessory, LESSEE shall obtain, at LESSEE's sole expense, stamped drawings from a qualified marine engineer stating that the engineer has personally examined the Boynton Harbor Marina, the Dock Slip, and the Safety Accessory and determined, in his or her professional opinion, the Safety Accessory will not compromise the structural integrity or safety of the Boynton Harbor Marina or Dock Slip.
5. Within 10 days of the installation of the Safety Accessory, LESSEE shall provide to the Dockmaster an installation certification letter signed by a qualified marine engineer.
6. The Addendum applies only to the Safety Accessory identified in Exhibit 1. LESSEE may not substitute any other safety accessory without the express written permission of both the Dockmaster and LESSOR. LESSEE may repair the Safety Accessory on an as-needed basis so long as such repair does not violate the Lease, this Addendum, or any other applicable rules, policies, and regulations that relate to the Boynton Harbor Marina.
7. If the Dockmaster or LESSOR, in either's sole and absolute discretion, determine that the Safety Accessory is unsafe or inappropriate for use at the Boynton Harbor Marina, the Dockmaster or LESSOR shall notify LESSEE in writing. LESSEE shall have 7 calendar days after such notice is sent to remove the Safety Accessory. LESSEE hereby agrees that if the Safety Accessory is not removed within 7 days of the notice being sent, the Dockmaster or LESSOR may remove the Safety Accessory by any means necessary, which expressly includes the understanding that the Dockmaster or LESSOR may enter onto LESSEE's vessel for the sole purpose and minimum time necessary to remove the Safety Accessory.
8. LESSEE shall indemnify, save, and hold harmless the LESSOR, its agents, its employees, and the Dockmaster from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from LESSOR, 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 LESSEE's use, installation, or removal of the Safety Accessory or this Addendum. Nothing in this Addendum shall be deemed to affect the rights, privileges, and sovereign immunities of LESSOR as set forth in Section

768.28, Florida Statutes. This paragraph shall not be construed to require LESSEE to indemnify LESSOR for its own negligence, or intentional acts of LESSOR, 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.

9. Prior to the installation of the Safety Accessory, LESSEE shall obtain all insurance required by LESSOR and provide proof thereof to the Dockmaster and include, along with an executed copy of this Agreement, a Certificate of Insurance with a liability limit of at least \$\_\_\_\_\_ per occurrence. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the use of the Safety Accessory. LESSOR is to be included as an "Additional Insured" with respect to liability arising out of the use of the Safety Accessory.
10. LESSEE guarantees and shall ensure that the Safety Accessory is used only for its intended purpose and in conformance with the manufacturer's specifications and instructions. A copy of the manufacturer's specifications and instructions are attached hereto as Exhibit 2.
11. LESSEE shall provide a deposit of \$\_\_\_\_\_ to the Dockmaster, which shall be retained by the Dockmaster as security for any damage that may arise out of the use of the Safety Accessory. Once the Safety Accessory has been removed, the Dockmaster shall examine the Dock Slip and determine if any repairs are necessary as a result of the use of the Safety Accessory. If any repairs are necessary, the Dockmaster shall withhold the amount of funds necessary to repair the Dock Slip and return the remainder, if any, to LESSEE.
12. This Addendum shall not be construed to alter or affect any terms or provisions of the Lease other than those terms and conditions specifically altered by this Addendum.
13. The signatories to this Addendum hereby represent, agree, and confirm that each is authorized to sign on behalf of the entity for which they sign below.

IN WITNESS WHEREOF, this Addendum has been executed by the parties hereto on the dates indicated below.

On Behalf of LESSEE \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

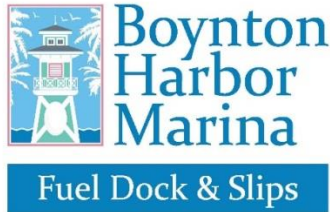
On Behalf of the Boynton Beach Community Redevelopment Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY  
BOYNTON HARBOR MARINA**

**TRANSIENT DOCKAGE AGREEMENT**

This Transient Dockage Agreement (“Agreement”) is entered into between Boynton Beach Community Redevelopment Agency (“BBCRA”) and \_\_\_\_\_ (“Vessel Owner”) for temporary dockage of the Vessel described below at the Boynton Harbor Marina.

WAYPOINT MARINE, INC., (“Dockmaster”) is duly authorized to execute this Agreement and act on behalf of BBCRA in all matters contemplated in this Agreement.

(Print all information. All blank spaces must be completed.)

**1) Vessel Owner Information:**

Vessel Owner’s Name \_\_\_\_\_

Vessel Owner’s Address \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

**2) Vessel Information:**

Vessel Registration No. \_\_\_\_\_ Vessel Name: \_\_\_\_\_  
 (“Vessel”).

Make \_\_\_\_\_ Year \_\_\_\_\_

O.A. Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\*The length of any vessel shall be measured from the end of pulpit to the end of the dive platform.

Power \_\_\_\_\_ Sail \_\_\_\_\_ Electricity: \_\_\_\_110 \_\_\_\_220 Inboard \_\_\_\_ Outboard\_\_\_\_

### 3) Notify in Case of Emergency:

Name: \_\_\_\_\_

Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

Relationship to Vessel Owner: \_\_\_\_\_

**4) Dockage Location and Term.** This Agreement creates a revocable license to use the dock space assigned by the Dockmaster for a term of \_\_\_\_ days, from \_\_\_\_\_ to \_\_\_\_\_ (“Dockage Term”). The Dockage Term may not exceed five (5) days under any circumstances. Dockmaster may, in his sole and absolute discretion, terminate this Agreement with or without cause and immediately require Vessel Owner to remove the Vessel from Boynton Harbor Marina. **The use of dock space is subject to availability, which shall be determined by the Dockmaster.**

**5) No Discrimination.** In entering, applying, and enforcing this Agreement, BBCRA and Dockmaster shall not discriminate based on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability of the Vessel Owner or the guests or passengers of the Vessel Owner.

**6) Dockage Charge.** In exchange for docking at the Boynton Harbor Marina, Vessel Owner shall pay BBCRA a charge of \$\_\_\_\_\_ per lineal foot per night (“Dockage Charge”), to be calculated:

(\_\_\_\_\_ x \$ \_\_\_\_\_) = \_\_\_\_\_, plus any applicable tax.  
(length of vessel, in feet)

**7) Vessel Insurance.** Vessel Owner is required to provide Proof of Insurance to Dockmaster, who shall make a copy of such Proof of Insurance. Insurance must provide complete marine coverage for the Vessel and public comprehensive liability insurance (Hull and Protection and Indemnity) with limits not less than \$300,000.00 per occurrence for Non Commercial Vessels and limits not less than \$500,000.00 per occurrence for Commercial Vessels. The insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from or arising out of this Agreement or Vessel Owner’s use of the Boynton Harbor Marina.

**8) Credit Card.** Prior to docking the Vessel overnight at the Boynton Harbor Marina, Vessel Owner shall provide a credit card to Dockmaster that has sufficient credit available to pay for Dockage Charges, taxes, and any damages of any kind caused by the Vessel, Vessel Owner, or Vessel Owner’s passengers or guests.

**9) Only for Approved Vessel.** This Agreement is valid only for the Vessel and Vessel Owner, and is not transferrable to another vessel or vessel owner.

**10) Legal Purpose.** Vessel Owner hereby warrants and confirms that the Vessel is being used only for legal purposes and that no illegal items of any kind are currently on board the Vessel or will be brought onto the Vessel for the duration of the Dockage Term.



11) **Utilities.** BBCRA and Dockmaster agree, to the extent it is reasonably available, to provide electricity and water hookups to Vessel Owner. Any equipment/connecting devices necessary to provide the connection from the dock to the Vessel shall be the responsibility of the Vessel Owner but the type and manner of connection are subject to approval by the Dockmaster. BBCRA and Dockmaster shall not charge Vessel Owner any additional amount over and above the Dockage Charge for the use of electricity and water, but if water or electricity hookups are not provided, not functional, or not reasonably available, the Dockage Charge shall not be reduced.

12) **Security.** This Agreement is for use of dock space only, and such space is to be used at the sole risk of Vessel Owner. Vessel Owner expressly acknowledges that BBCRA and Dockmaster assume no responsibility for the caretaking or security of the Vessel, (including any gear, equipment or contents associated with the Vessel) or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment, howsoever occasioned. Vessel Owner has the sole responsibility for the caretaking and security of and at the Vessel, including the responsibility to insure the Vessel in accordance with this Agreement. Any independent or caretaker or mechanic working on a vessel (other than Vessel Owner) must register with the Dockmaster and provide copies of the business license and proof of their business insurance policy.

13) **Indemnification.** Vessel Owner agrees to indemnify, save, and hold harmless BBCRA, its agents and its employees for any and all liability, claim, demand, suit, loss, cost, expense, or damage, which may be asserted, claimed or recovered against or from BBCRA, its agents, and its employees by reason of any property damage 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 Vessel Owner's negligent or wrongful conduct, faulty equipment (including equipment installation and removal), use of BBCRA's dockage facilities, or use of BBCRA's property pursuant to this Agreement, as well as from any and all acts or omissions of Vessel Owner, his/her crew, guests, invitees, or agents. The Vessel Owner's obligation for such indemnification shall include all reasonable defense costs including attorneys' fees and attorneys' fees at the appellate level. This paragraph shall not be construed to require Vessel Owner to indemnify BBCRA for its own negligence, or intentional acts of BBCRA, 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) **Compliance with Rules, Regulations, and Policies.** Vessel Owner agrees to obey and abide by all state, federal, and local laws and ordinances, including the Boynton Harbor Marina Rules and Regulations Governing Dockage, attached hereto as Exhibit A, except that Vessel Owner and any passengers may stay overnight on the Vessel. For purposes of the Boynton Harbor Marina Rules and Regulations Governing Dockage, the term "Lessee" shall include Vessel Owner. In addition, Vessel Owner agrees to comply with all requests or orders of the Dockmaster concerning dockage, fueling, connection to utilities, or any other matter pertaining to dockage or use of the dock or Boynton Harbor Marina. **Vessel Owner shall use the Dock Space and keep the Vessel in such a manner as to avoid interfering with the normal operations of the Boynton Harbor Marina.**

15) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of

this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

16) **Interpretation.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs of appeal and necessary disbursements in addition to any other relief to which it may be entitled.

17) **Independent Advice.** The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

18) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

19) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.

20) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. In the event any of part of this Agreement shall be held to be invalid, this Agreement shall be interpreted as if such invalid part were not contained herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the dates indicated below.

Vessel Owner \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

On Behalf of the Boynton Beach Community Redevelopment Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## **South Florida Municipal Marina Competitive Analysis**

May-19

	Monthly	Annual	Electric	Water	Dockside WI-FI	Amenities	Fuel Discount	Approx # of Slips	% Occupied	Transient/ per day	Fuel Dock	Pick up/Drop off fee
Boynton Harbor Marina	\$19.00 per' per month/annual contracts		additional	additional	NO	restrooms, fuel, store, restarants,	\$.20-\$.30 per gallon	18	88%	\$2.00	yes	N/A
Rivera Beach Municipal Marina	\$31.50 per' per month \$24.00 per month + \$200 monthly for promenade \$3 per person charter boat fees	\$24.00 per' per month \$26.50 per' per month for face dock	additional	included	included	fuel, showers, laundry, restrooms,pump out, store, restaurant	10% for marina slipholders	140	90%	\$2.00-\$3.75	yes	\$250-\$500
Lake Park Marina	\$20.00-\$25.00 \$18.00 private boats	\$22.00 per month charter annual	\$70.00 to\$110.00 /mo	included	included	showers, ship store, fuel, boat ramp	Volume disc	105	90%	\$2.00-2:50	Yes	\$200
Hollywood Municipal Marina	\$27.00 per' per month	\$19.50 no commercial	included	included	included	showers, rest rooms, launch ramp	N/A	55	90%	\$1.16-\$1.75	Yes	Not Allowed
Dania Beach Municipal Marina	\$1075 per month \$23.88 per ' at 45'	\$925 monthly - no commercial \$20.55 at 45'	metered	included	included	pump out, restrooms	N/A	92	90%	\$1.00-\$1.50	NO	Not Allowed
Town of Palm Beach Docks	\$37.00 per foot per month		included	included	included	showers, store, pump out	N/A	85	95%	\$3.53-\$1.87	No	Not Allowed
Fort Pierce City Marina	\$14.75 per' per month	\$11.75	additional	included	included	free pump out, CATV, fuel laundry,	Boat US	269	90%	\$2.25	Yes	Case by Case
City of Ft. Lauderdale Marinas	\$.81-\$3.22/ per day		additional	included	included	pump-out	N/A	220	90%	\$1.45-\$5.85	No	\$100
City of Delray Docks	Closed due to reconstruction-no commercial		included	included		pump out	N/A	24	0%	\$60.00	No	?
Hillsboro Inlet Fishing Center	\$1380 per slip per month	\$25 per ' per month based on 55' boat	75'+ Drift boat dockage \$2300 per month	additional	additional	? Rest Rooms, bait store, CATV	N/A	12 approx	90%	\$40.00	no	na
Suntex North Lantana	\$17.00 per' per month	\$15.00	included	included	included	store, fuel,	Boat US	328	95%	\$2.50	Yes	Case by Case
Suntex South Lantana	\$17.00 per' per month	\$15.00	included	included	included	store, pool, clubroom	Boat US	80	80%	\$2.50	No	Case by Case

Palm Beach Yacht Center	\$18.00 per' per month		\$15.00		additional	included	included	pump out, showers, store, service, fuel	Boat US	95	95%	\$2.00	Yes	Case by Case
PGA Marina	\$25.00		\$22.00		additional	additional	included	service, fuel, restaurant, store	N/A	428	90%	\$2.50	Yes	Case by Case
New Port Cove Marine Center	\$24.00 per' per month		\$17.00		additional	additional	included	store, fuel, pump out	Boat US	343	95%	\$2.95	Yes	case by case

Municipal/City Marinas are indicated in bold with yellow background.

Blue shaded indicates direct compairisons to BHM Commercial Dockage

NOTE #1: % **occupied** is an estimate arrived at by talking to marina staff and/or site visits at select marinas.

NOTE #2: Boat US discounts on fuel are typically \$.10 off the advertised pump price. Some of the marinas surveyed also offer Boat US discounts on dockage as well.

NOTE #3: Case by Case in drop off category means that that the marina has no set fee schedule but for a fee they might be willing to allow charter pick ups. They do not often have requests.



**VARIOUS RENT SCHEDULE SCENARIOS BASED ON SLIP RATE**

NAME	SLIP #	BOAT	BOAT LENGTH	Current Base Rent \$19 per ft.	Base Rent \$19.50 per ft.	Base Rent \$20 per ft.	Base Rent \$20.50 per ft.	Base Rent \$21 per ft.	Base Rent \$21.50 per ft.	Base Rent \$22 per ft.
Water Taxi (TBD)	2			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marcelo Juchem	3,4,5	Boat Rentals	85.5	\$ 1,624.50	\$ 1,667.25	\$ 1,710.00	\$ 1,752.75	\$ 1,795.50	\$ 1,838.25	\$ 1,881.00
Marcelo Juchem	6	Boat Rentals	21	\$ 399.00	\$ 409.50	\$ 420.00	\$ 430.50	\$ 441.00	\$ 451.50	\$ 462.00
Marcelo Juchem	7	Boat Rentals	24	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00
Alex Warner	8	Boat Rentals	35	\$ 665.00	\$ 682.50	\$ 700.00	\$ 717.50	\$ 735.00	\$ 752.50	\$ 770.00
Alex Warner	9	Delray Rentals	35	\$ 665.00	\$ 682.50	\$ 700.00	\$ 717.50	\$ 735.00	\$ 752.50	\$ 770.00
Kevin Metz	10	Explorer	35	\$ 665.00	\$ 682.50	\$ 700.00	\$ 717.50	\$ 735.00	\$ 752.50	\$ 770.00
Adam Birdwell	11	Starfish /IDIVE INC	38	\$ 722.00	\$ 741.00	\$ 760.00	\$ 779.00	\$ 798.00	\$ 817.00	\$ 836.00
Christopher Agardy	12	Fish Envy	34	\$ 646.00	\$ 663.00	\$ 680.00	\$ 697.00	\$ 714.00	\$ 731.00	\$ 748.00
David Cullen	13	Splashdown	43	\$ 817.00	\$ 838.50	\$ 860.00	\$ 881.50	\$ 903.00	\$ 924.50	\$ 946.00
	14	Vacant		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mason Mattlin	15	Mattlin Fish	35	\$ 665.00	\$ 682.50	\$ 700.00	\$ 717.50	\$ 735.00	\$ 752.50	\$ 770.00
David Knight	16	Boynton Beach Parasailing	34	\$ 646.00	\$ 663.00	\$ 680.00	\$ 697.00	\$ 714.00	\$ 731.00	\$ 748.00
James Harbrauk	17	The Limbo	42	\$ 798.00	\$ 819.00	\$ 840.00	\$ 861.00	\$ 882.00	\$ 903.00	\$ 924.00
	18	Vacant		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brad Terry	19	Great Day	40	\$ 760.00	\$ 780.00	\$ 800.00	\$ 820.00	\$ 840.00	\$ 860.00	\$ 880.00
			Total Monthly	\$ 9,528.50	\$ 9,779.25	\$ 10,030.00	\$ 10,280.75	\$ 10,531.50	\$ 10,782.25	\$ 11,033.00
			Total Annual	\$ 114,342.00	\$ 117,351.00	\$ 120,360.00	\$ 123,369.00	\$ 126,378.00	\$ 129,387.00	\$ 132,396.00

INCREASES ON ANNUAL LEASE RATES											
Marina		2014/15		2015/16			2016/17			2018/19	
		Rent		Increase	Rent		Increase	Rent		Increase	Rent
Boynton Harbor Marina		\$16.00		\$0.00	\$16.00		\$2.00	\$18.00		\$1.00	\$19.00
Rivera Beach Municipal Marina		\$19.50		\$0.00	\$19.50		\$2.50	\$22.00		\$2.00	\$24.00
Lake Park Marina		\$20.00		\$0.00	\$20.00		\$2.00	\$22.00		\$0.00	\$22.00
Hollywood Municipal Marina		\$15.60		\$0.00	\$15.60		\$1.40	\$17.00		\$2.50	\$19.50
Dania Beach Municipal Marina		\$16.60		\$0.00	\$16.60		\$0.00	\$16.60		\$3.95	\$20.55
Fort Pierce City Marina		\$11.00		\$0.25	\$11.25		\$0.25	\$11.50		\$0.25	\$11.75
City of Delray Docks		\$18.00		\$3.00	\$21.00		\$0.00	\$21.00		Closed	
Hillsboro Inlet Fishing Center		No Data									\$25.00

Marina		2014/15		2015/16			2016/17			2018/19	
		Rent		Increase	Rent		Increase	Rent		Increase	Rent
Boynton Harbor Marina		\$16.00		\$0.00	\$16.00		\$2.00	\$18.00		\$1.00	\$19.00
Rivera Beach Municipal Marina		\$19.50		\$0.00	\$19.50		\$2.50	\$22.00		\$2.00	\$24.00
Lake Park Marina		\$20.00		\$0.00	\$20.00		\$2.00	\$22.00		\$0.00	\$22.00
Hollywood Municipal Marina		\$15.60		\$0.00	\$15.60		\$1.40	\$17.00		\$2.50	\$19.50
Dania Beach Municipal Marina		\$16.60		\$0.00	\$16.60		\$0.00	\$16.60		\$3.95	\$20.55
Fort Pierce City Marina		\$11.00		\$0.25	\$11.25		\$0.25	\$11.50		\$0.25	\$11.75
City of Delray Docks		\$18.00		\$3.00	\$21.00		\$0.00	\$21.00		Closed	
Hillsboro Inlet Fishing Center		No Data									\$25.00

## INCREASES ON TRANSIENT RATES

Marina		2014/15		2015/16			2016/17			2018/19	
		Rent		Increase	Rent		Increase	Rent		Increase	Rent
Boynton Harbor Marina		\$2.00		\$0.00	\$2.00		\$0.00	\$2.00		\$0.00	\$2.00
Rivera Beach Municipal Marina		\$1.50		\$0.25	\$1.75		\$00.25-\$2.00	\$2.00-\$3.75		\$0.00	\$2.00-\$3.75
Lake Park Marina		\$2.00		\$0.00	\$2.00		\$0.00	\$2.00		\$0.50	\$2.00-\$2.50
Hollywood Municipal Marina		\$1.04-\$1.25		\$0.00	\$1.04-\$1.25		\$0.12-\$0.14	\$1.16-\$1.39		\$0.36	\$1.16-\$1.75
Dania Beach Municipal Marina		\$1.00-\$1.50		\$0.00	\$1.00-\$1.50		\$0.00	\$1.00-\$1.50		\$0.00	\$1.00-\$1.50
Fort Pierce City Marina		\$1.85		\$0.00	\$1.85		\$0.00	\$1.85		\$0.40	\$2.25
City of Delray Docks		\$60.00		\$0.00	\$60.00		\$0.00	\$60.00		Closed	
Hillsboro Inlet Fishing Center		No Data									\$40.00

Boynton Harbor Marina  
Sales by Item Summary  
July 17, 2018 through July 17, 2019

	Qty	Jul 17, '18 - Jul 17, 19		Avg Price
		Amount	% of Sales	
Service				
0 Transient Slips (0 Transient Slip Dockage)	7,400	14,800.00	100.0%	2.00
Total Service	7,400.00	14,800.00	100.0%	2.00
TOTAL	<u>7,400</u>	<u>14,800.00</u>	<u>100.0%</u>	<u>2.00</u>



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Accrual Basis

# **Boynton Harbor Marina** **Custom Transaction Detail Report** July 17, 2018 through July 17, 2019

Type	Date	Num	Memo	Account	Class	Amount	Balance
<b>Jul 17, '18 - Jul 17, 19</b>							
Sales Receipt	07/17/2018	P33695	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	168.00
Sales Receipt	07/17/2018	P33677	0 Transient Sl...	Due to Boynton Bea...	Ship Store	62.00	230.00
Sales Receipt	07/27/2018	P33968	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	398.00
Sales Receipt	07/29/2018	P34056	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	438.00
Sales Receipt	08/04/2018	P34155	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	518.00
Sales Receipt	08/11/2018	P34385	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	586.00
Sales Receipt	08/11/2018	P34375	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	682.00
Sales Receipt	08/24/2018	P34749	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	778.00
Sales Receipt	08/24/2018	P34762	0 Transient Sl...	Due to Boynton Bea...	Ship Store	94.00	872.00
Sales Receipt	08/25/2018	P34782	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	968.00
Sales Receipt	08/26/2018	P34800	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	1,064.00
Sales Receipt	09/08/2018	P35073	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	1,144.00
Sales Receipt	09/09/2018	P35097	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	1,184.00
Sales Receipt	09/11/2018	P35159	0 Transient Sl...	Due to Boynton Bea...	Ship Store	98.00	1,282.00
Sales Receipt	09/12/2018	P35180	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	1,322.00
Sales Receipt	09/13/2018	P35188	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	1,362.00
Sales Receipt	10/06/2018	P35684	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	1,458.00
Sales Receipt	10/06/2018	P35684	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	1,554.00
Sales Receipt	10/09/2018	P35733	0 Transient Sl...	Due to Boynton Bea...	Ship Store	94.00	1,648.00
Sales Receipt	10/13/2018	P35786	0 Transient Sl...	Due to Boynton Bea...	Ship Store	192.00	1,840.00
Sales Receipt	10/19/2018	P35921	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	1,880.00
Sales Receipt	10/20/2018	P35939	0 Transient Sl...	Due to Boynton Bea...	Ship Store	122.00	2,002.00
Sales Receipt	10/21/2018	P35984	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	2,114.00
Sales Receipt	10/21/2018	P35984	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	2,226.00
Sales Receipt	10/22/2018	P36021	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	2,338.00
Sales Receipt	10/27/2018	P36120	0 Transient Sl...	Due to Boynton Bea...	Ship Store	106.00	2,444.00
Sales Receipt	10/28/2018	P36165	0 Transient Sl...	Due to Boynton Bea...	Ship Store	126.00	2,570.00
Sales Receipt	11/05/2018	P36282	0 Transient Sl...	Due to Boynton Bea...	Ship Store	54.00	2,624.00
Sales Receipt	11/09/2018	P36345	0 Transient Sl...	Due to Boynton Bea...	Ship Store	76.00	2,700.00
Sales Receipt	11/12/2018	P36483	0 Transient Sl...	Due to Boynton Bea...	Ship Store	76.00	2,776.00
Sales Receipt	11/20/2018	P36658	0 Transient Sl...	Due to Boynton Bea...	Ship Store	330.00	3,106.00
Sales Receipt	11/28/2018	P36882	0 Transient Sl...	Due to Boynton Bea...	Ship Store	1,430.00	4,536.00
Sales Receipt	12/01/2018	P36936	0 Transient Sl...	Due to Boynton Bea...	Ship Store	74.00	4,610.00
Sales Receipt	12/04/2018	P36993	0 Transient Sl...	Due to Boynton Bea...	Ship Store	106.00	4,716.00
Sales Receipt	12/06/2018	P37008	0 Transient Sl...	Due to Boynton Bea...	Ship Store	140.00	4,856.00
Sales Receipt	12/06/2018	P37013	0 Transient Sl...	Due to Boynton Bea...	Ship Store	92.00	4,948.00
Sales Receipt	12/07/2018	P37033	0 Transient Sl...	Due to Boynton Bea...	Ship Store	92.00	5,040.00
Sales Receipt	12/08/2018	P37048	0 Transient Sl...	Due to Boynton Bea...	Ship Store	92.00	5,132.00
Sales Receipt	12/08/2018	P37050	0 Transient Sl...	Due to Boynton Bea...	Ship Store	60.00	5,192.00
Sales Receipt	12/08/2018	P37052	0 Transient Sl...	Due to Boynton Bea...	Ship Store	110.00	5,302.00
Sales Receipt	12/18/2018	P37246	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	5,388.00
Sales Receipt	12/22/2018	P37277	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	5,468.00
Sales Receipt	12/26/2018	P37384	0 Transient Sl...	Due to Boynton Bea...	Ship Store	92.00	5,560.00
Sales Receipt	01/03/2019	P37659	0 Transient Sl...	Due to Boynton Bea...	Ship Store	78.00	5,638.00
Sales Receipt	01/04/2019	P37670	0 Transient Sl...	Due to Boynton Bea...	Ship Store	78.00	5,716.00
Sales Receipt	01/05/2019	P37719	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	5,800.00
Sales Receipt	01/07/2019	P37772	0 Transient Sl...	Due to Boynton Bea...	Ship Store	232.00	6,032.00
Sales Receipt	01/08/2019	P37796	0 Transient Sl...	Due to Boynton Bea...	Ship Store	120.00	6,152.00

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Accrual Basis

# Boynton Harbor Marina

## Custom Transaction Detail Report

July 17, 2018 through July 17, 2019

Type	Date	Num	Memo	Account	Class	Amount	Balance
Sales Receipt	01/10/2019	P37843	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	6,238.00
Sales Receipt	01/11/2019	P37849	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	6,324.00
Sales Receipt	01/12/2019	P37862	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	6,410.00
Sales Receipt	01/17/2019	P37983	0 Transient Sl...	Due to Boynton Bea...	Ship Store	70.00	6,480.00
Sales Receipt	01/19/2019	P38056	0 Transient Sl...	Due to Boynton Bea...	Ship Store	288.00	6,768.00
Sales Receipt	01/21/2019	P38098	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	6,864.00
Sales Receipt	01/21/2019	P38105	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	6,930.00
Sales Receipt	01/22/2019	P38112	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	6,996.00
Sales Receipt	01/23/2019	P38117	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	7,062.00
Sales Receipt	01/23/2019	P38123	0 Transient Sl...	Due to Boynton Bea...	Ship Store	116.00	7,178.00
Sales Receipt	01/24/2019	P38124	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	7,244.00
Sales Receipt	01/26/2019	P38146	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	7,330.00
Sales Receipt	02/01/2019	P38190	0 Transient Sl...	Due to Boynton Bea...	Ship Store	70.00	7,400.00
Sales Receipt	02/01/2019	P38191	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	7,490.00
Sales Receipt	02/01/2019	P38192	0 Transient Sl...	Due to Boynton Bea...	Ship Store	124.00	7,614.00
Sales Receipt	02/02/2019	P38230	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	7,704.00
Sales Receipt	02/04/2019	P38290	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	7,794.00
Sales Receipt	02/07/2019	P38348	0 Transient Sl...	Due to Boynton Bea...	Ship Store	70.00	7,864.00
Sales Receipt	02/08/2019	P38360	0 Transient Sl...	Due to Boynton Bea...	Ship Store	256.00	8,120.00
Sales Receipt	02/09/2019	P38379	0 Transient Sl...	Due to Boynton Bea...	Ship Store	106.00	8,226.00
Sales Receipt	02/11/2019	P38438	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	8,294.00
Sales Receipt	02/11/2019	P38442	0 Transient Sl...	Due to Boynton Bea...	Ship Store	126.00	8,420.00
Sales Receipt	02/12/2019	P38449	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	8,516.00
Sales Receipt	02/12/2019	P38452	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	8,596.00
Sales Receipt	02/13/2019	P38456	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	8,676.00
Sales Receipt	02/14/2019	P38468	0 Transient Sl...	Due to Boynton Bea...	Ship Store	54.00	8,730.00
Sales Receipt	02/15/2019	P38476	0 Transient Sl...	Due to Boynton Bea...	Ship Store	48.00	8,778.00
Sales Receipt	02/16/2019	P38550	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	8,864.00
Sales Receipt	02/22/2019	P38742	0 Transient Sl...	Due to Boynton Bea...	Ship Store	144.00	9,008.00
Sales Receipt	02/22/2019	P38746	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	9,092.00
Sales Receipt	02/23/2019	P38795	0 Transient Sl...	Due to Boynton Bea...	Ship Store	126.00	9,218.00
Sales Receipt	02/24/2019	P38835	0 Transient Sl...	Due to Boynton Bea...	Ship Store	76.00	9,294.00
Sales Receipt	02/25/2019	P38849	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	9,374.00
Sales Receipt	02/25/2019	P38849	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	9,454.00
Sales Receipt	02/27/2019	P38869	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	9,534.00
Sales Receipt	03/01/2019	P38927	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	9,600.00
Sales Receipt	03/05/2019	P39079	0 Transient Sl...	Due to Boynton Bea...	Ship Store	76.00	9,676.00
Sales Receipt	03/07/2019	P39109	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	9,766.00
Sales Receipt	03/14/2019	P39295	0 Transient Sl...	Due to Boynton Bea...	Ship Store	130.00	9,896.00
Sales Receipt	03/22/2019	P39483	0 Transient Sl...	Due to Boynton Bea...	Ship Store	152.00	10,048.00
Sales Receipt	03/25/2019	P39650	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	10,216.00
Sales Receipt	03/28/2019	P39689	0 Transient Sl...	Due to Boynton Bea...	Ship Store	282.00	10,498.00
Sales Receipt	03/28/2019	P39690	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	10,666.00
Sales Receipt	03/29/2019	P39696	0 Transient Sl...	Due to Boynton Bea...	Ship Store	94.00	10,760.00
Sales Receipt	03/31/2019	P39819	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	10,928.00
Sales Receipt	04/03/2019	P39892	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	11,012.00
Sales Receipt	04/04/2019	P39909	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	11,108.00
Sales Receipt	04/05/2019	P39938	0 Transient Sl...	Due to Boynton Bea...	Ship Store	108.00	11,216.00
Sales Receipt	04/08/2019	P40084	0 Transient Sl...	Due to Boynton Bea...	Ship Store	120.00	11,336.00

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Accrual Basis

**Boynton Harbor Marina**  
**Custom Transaction Detail Report**  
 July 17, 2018 through July 17, 2019

Type	Date	Num	Memo	Account	Class	Amount	Balance
Sales Receipt	04/12/2019	P40188	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	11,448.00
Sales Receipt	04/14/2019	P40251	0 Transient Sl...	Due to Boynton Bea...	Ship Store	148.00	11,596.00
Sales Receipt	04/15/2019	P40289	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	11,680.00
Sales Receipt	04/15/2019	P40291	0 Transient Sl...	Due to Boynton Bea...	Ship Store	118.00	11,798.00
Sales Receipt	04/18/2019	P40361	0 Transient Sl...	Due to Boynton Bea...	Ship Store	64.00	11,862.00
Sales Receipt	04/18/2019	P40363	0 Transient Sl...	Due to Boynton Bea...	Ship Store	192.00	12,054.00
Sales Receipt	04/19/2019	P40381	0 Transient Sl...	Due to Boynton Bea...	Ship Store	64.00	12,118.00
Sales Receipt	04/26/2019	P40675	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	12,214.00
Sales Receipt	04/27/2019	P40730	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	12,382.00
Sales Receipt	04/27/2019	P40690	0 Transient Sl...	Due to Boynton Bea...	Ship Store	52.00	12,434.00
Sales Receipt	05/02/2019	P40849	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	12,546.00
Sales Receipt	05/02/2019	P40850	0 Transient Sl...	Due to Boynton Bea...	Ship Store	152.00	12,698.00
Sales Receipt	05/03/2019	P40874	0 Transient Sl...	Due to Boynton Bea...	Ship Store	300.00	12,998.00
Sales Receipt	05/05/2019	P40988	0 Transient Sl...	Due to Boynton Bea...	Ship Store	74.00	13,072.00
Sales Receipt	05/07/2019	P41036	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	13,140.00
Sales Receipt	05/09/2019	P41065	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	13,208.00
Sales Receipt	05/09/2019	P41072	0 Transient Sl...	Due to Boynton Bea...	Ship Store	110.00	13,318.00
Sales Receipt	05/11/2019	P41127	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	13,386.00
Sales Receipt	05/14/2019	P41228	0 Transient Sl...	Due to Boynton Bea...	Ship Store	72.00	13,458.00
Sales Receipt	05/19/2019	P41410	0 Transient Sl...	Due to Boynton Bea...	Ship Store	88.00	13,546.00
Sales Receipt	05/26/2019	P41625	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	13,636.00
Sales Receipt	05/28/2019	P41734	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	13,722.00
Sales Receipt	06/02/2019	P41950	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	13,806.00
Sales Receipt	06/07/2019	P42087	0 Transient Sl...	Due to Boynton Bea...	Ship Store	104.00	13,910.00
Sales Receipt	06/12/2019	P42230	0 Transient Sl...	Due to Boynton Bea...	Ship Store	78.00	13,988.00
Sales Receipt	06/20/2019	P42438	0 Transient Sl...	Due to Boynton Bea...	Ship Store	144.00	14,132.00
Sales Receipt	06/23/2019	P42598	0 Transient Sl...	Due to Boynton Bea...	Ship Store	124.00	14,256.00
Sales Receipt	06/24/2019	P42668	0 Transient Sl...	Due to Boynton Bea...	Ship Store	124.00	14,380.00
Sales Receipt	07/04/2019	P42990	0 Transient Sl...	Due to Boynton Bea...	Ship Store	184.00	14,564.00
Sales Receipt	07/05/2019	P43044	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	14,676.00
Sales Receipt	07/13/2019	P43292	0 Transient Sl...	Due to Boynton Bea...	Ship Store	70.00	14,746.00
Sales Receipt	07/13/2019	P43339	0 Transient Sl...	Due to Boynton Bea...	Ship Store	54.00	14,800.00
Jul 17, '18 - Jul 17, 19						<b>14,800.00</b>	<b>14,800.00</b>



## **CRA BOARD MEETING OF: August 13, 2019**

### **OLD BUSINESS**

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#### **AGENDA ITEM: 14.C.**

##### **SUBJECT:**

CRA Board Discussion and Consideration of Executive Director's Annual Performance Review

##### **SUMMARY:**

At their June 13, 2017 meeting, the CRA Board approved entering into an Executive Director Employment Agreement and a First Amendment in September 2018 with Michael Simon to provide all of the duties, responsibilities and obligations as required of the Boynton Beach Community Redevelopment Agency's Executive Director (see Attachment I).

##### **Employment History with the Boynton Beach CRA:**

September 2006 - February 2007: Mr. Simon was hired as a consultant working on the proposed MLK Jr. Blvd. Corridor redevelopment project analysis and property acquisitions.

March 2007 - September 2013: Mr. Simon began full-time employment as the Development Manager and then advanced to Development Director in October 2010.

October 2013: Mr. Simon was promoted to the position of Assistant Director.

October 2016 - June 2017: Mr. Simon served as the Interim Executive Director.

July 2017 - Present: Mr. Simon has been serving as the Executive Director.

As described in the Employment Agreement under Section 4.0., Performance Review, "the CRA Board will provide Mr. Simon with a review of his performance as Executive Director on an annual basis. At the Board's discretion, the Performance Review may be presented to Mr. Simon in written or oral form and must take place at a regularly scheduled Board meeting."

The Executive Director provided each member with a Performance Evaluation Form (see Attachment II) to be completed and returned, if so desired, to the Executive Director for discussion at the Board's August 13, 2019 regular meeting.

##### **FISCAL IMPACT:**

Current salary amount \$145,000 and an automobile allowance of \$300 per month.

##### **CRA BOARD OPTIONS:**

Discussion and consideration of the item as determined by the CRA Board.

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**ATTACHMENTS:**

**Description**

- ▢ **Attachment I - First Amendment 2018 - Executive Director's Employment Agreement**
- ▢ **Attachment II - 2017 Executive Director Employment Agreement**
- ▢ **Attachment III - Performance Evaluation Form**

## **FIRST AMENDMENT TO EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

This First Amendment to Executive Director Employment Agreement (“Agreement”) is made and entered into by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (hereinafter the “CRA”), and MICHAEL SIMON (hereinafter “SIMON”).

### **RECITALS**

**WHEREAS**, on June 18, 2017, the CRA and SIMON entered into the Agreement employing SIMON as Executive Director of the CRA; and

**WHEREAS**, pursuant to Section 4.0 of the Agreement, every year, the Board of Directors of the CRA will provide SIMON with a review of his performance as Executive Director and may re-evaluate SIMON’S base salary and/or benefits; and

**WHEREAS**, on September 12, 2018, the Board of Directors of the CRA provided SIMON with a performance evaluation and approved an amendment to the Agreement, increasing SIMON’S base salary by 8%; and

**WHEREAS**, SIMON’S salary increase shall become retroactive beginning June 1, 2018. (“Effective Date”).

**NOW THEREFORE**, for and in consideration of the foregoing recitals, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Salary Increase**. As of the Effective Date, the Agreement is hereby amended by deleting Section 2.1 of the Agreement in its entirety and inserting in lieu thereof the following:

2.1 **Base Salary**. The CRA shall pay SIMON an annual compensation of \$145,800.00,

for serving as the Executive Director of the CRA pursuant to this Agreement ("Base Salary"). The Base Salary shall be payable in equal bi-weekly installments at the same time and in the same manner that all other CRA employees are paid.

2. **Conflicts.** Should any provisions of this First Amendment conflict with any provisions of the Agreement or any other amendment to the Agreement, the provisions of this First Amendment shall control.
3. **Counterparts.** This First Amendment may be executed in two or more faxed or emailed counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
4. **Other Terms and Conditions.** All other terms and conditions of the Agreement shall remain in full force and effect.

**BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

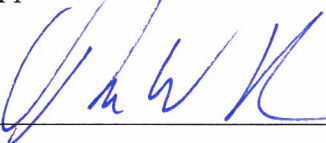
By: \_\_\_\_\_

Steven Grant, Chair

Date: \_\_\_\_\_

**CRA ATTORNEY**

Approved as to form and legal sufficiency

\_\_\_\_\_

Lewis, Longman & Walker, P.A.,

Date: 9/19/18

**MICHAEL SIMON**

\_\_\_\_\_

Michael Simon

Date: 9/19/18

## **EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

This employment agreement (“Agreement”), is made and entered into by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the “CRA”), and MICHAEL SIMON, ( “SIMON”) (collectively, the “Parties”).

**WHEREAS**, the Board desires to employ SIMON as Executive Director of the CRA; and

**WHEREAS**, the CRA desires to provide certain benefits, to establish certain conditions of employment and to set certain working conditions of SIMON as Executive Director of the CRA; and

**WHEREAS**, SIMON desires to accept employment as Executive Director of the CRA under the terms and conditions set forth herein;

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

### **1.0. Duties**

1.1. The CRA agrees to employ SIMON as the full-time Executive Director of the CRA. As Executive Director, SIMON will perform all of the functions and duties assigned and delegated to him by the Board of Commissioners of the CRA (the “Board”) and all functions and duties that are necessary to manage the CRA’s operations pursuant to Florida Statutes, 163.330 – 163.463. The general scope of duties is set forth in the job description attached hereto as Exhibit “A.”

1.2. SIMON agrees to perform the duties set forth in Exhibit “A,” as well as all other legally permissible and proper duties and functions as may be assigned by the Board from time to time.

1.3. SIMON agrees to perform the duties of the Executive Director with care, diligence, skill and expertise and in full conformance with the laws governing the CRA.

1.4. SIMON shall be subject to the all existing CRA policies and procedures governing its employees (“Human Resource Policies”). Where there is a conflict between the Human Resource



Policies and the terms of this Agreement, the terms of this Agreement shall control.

1.5. While serving as the Executive Director of the CRA, SIMON shall not be entitled to engage in any other employment or professional engagements without prior consent of the Board, except that SIMON may operate as a licensed real estate broker so long as doing so does not conflict with or impede SIMON's performance as the Executive Director of the CRA.

1.6. SIMON shall comply with all applicable provisions of Florida Statutes and all applicable ordinances, resolutions, policies and procedures of Palm Beach County, the City of Boynton Beach and the CRA governing the behavior of public employees, as each may be amended from time to time.

## **1.0. Term.**

1.1. This Agreement shall become effective on the date the Board approves the Agreement or on the date SIMON executes the Agreement, whichever is later the last party has executed the Agreement ("Effective Date").

1.2. The Executive Director serves at the pleasure of the CRA as governed by the Board, and therefore, SIMON's appointment as Executive Director hereunder has no fixed term.

1.3. The CRA may terminate SIMON as Executive Director at any time, subject only to the provisions set forth in Section 6 of this Agreement.

1.4. SIMON may resign from the Executive Director position at any time, subject only to the provisions set forth in Section 7 of this Agreement.

## **2.0. Salary**

2.1. Base Salary. The CRA shall pay SIMON an annual compensation of \$135,000.00, for serving as the Executive Director of the CRA pursuant to this Agreement ("Base Salary"). The Base Salary shall be payable in equal bi-weekly installments at the same time and in the same manner that all other CRA employees are paid.

2.2. The CRA will reimburse SIMON for documented and justifiable expenses incurred as a direct result of SIMON's performing his duties as Executive Director of the CRA, within the amounts authorized for in the CRA budget.

### **3.0. Benefits**

3.1. Benefits. The benefits provided to SIMON pursuant to this Section 3.0 shall hereinafter be referred to as the "Benefits."

3.2. Automobile/Car Allowance. The Executive Director's duties require that he have the use of an automobile during his employment by the CRA. The CRA agrees to pay SIMON three thousand dollars (\$3,000.00) per year, beginning on the Effective Date, for automobile expense reimbursement payable in equal biweekly installments at the same time and in the same manner as the Base Salary is paid.

3.3. Legal Holidays. SIMON is not required to work office hours on legal holidays as designated from time to time by the CRA, the State of Florida, or the United States Government.

3.4. Vacation and Sick Leave. The SIMON shall be entitled to accrue, use, and cash out sick and vacation leave pursuant to the CRA's paid leave benefits policy. If the policies relating to vacation and sick leave of the CRA change, the Employee's benefits will change accordingly.

3.5. Insurance. CRA agrees to provide, at no cost to SIMON, health, dental, life, and disability insurance for SIMON consistent with the health insurance policies in effect as of the Effective Date of this Agreement and provided by the City of Boynton Beach to its employees. If the policies relating to insurance of the City for City senior staff employees change, SIMON's benefits will change accordingly.

3.6. Professional Memberships. The CRA agrees to budget for and pay SIMON's membership costs in the American Planning Association (APA), the American Institute of Planners (AICP), the

Florida Redevelopment Association (FRA), and the Urban Land Institute (ULI), to further his development as Executive Director for the benefit of the CRA.

3.7. Conventions. The CRA agrees to budget for and pay SIMON's travel and subsistence expenses to attend one national convention (e.g. ULI, APA, International Council of Shopping Centers (ICSC), National Trust for Historic Preservation (NTHP)) and one Florida conference (e.g. FRA) per year.

#### **4.0. Performance Review**

4.1. Timing. During the term of this Agreement, every year in the month of May, the Board will provide SIMON with a review of his performance as Executive Director (hereinafter Performance Review). At the discretion of the Board, the Performance Review may be presented in written or oral form to SIMON, and must take place at a regularly scheduled CRA Board meeting.

4.2. Base Salary and Benefits Adjustments. In conjunction with any Performance Review, the Board may change the Base Salary and/or any Benefits provided to SIMON pursuant to Sections 2.0 and 3.0 of this Agreement in such amounts and to such an extent as the Board deems appropriate. Any change to SIMON's Base Salary and/or Benefits shall require a written amendment to this Agreement executed by both Parties.

#### **5.0. Termination.**

5.1. Date of Termination. This Agreement shall terminate upon the earlier of the following (hereinafter Termination Date):

5.1.1. Execution by both Parties of a written amendment to this Agreement terminating the Agreement;

5.1.2. Unilateral termination of SIMON as Executive Director by the CRA pursuant to Section 5.0 of this Agreement;

5.1.3. Resignation by SIMON pursuant to Section 6.0 of this Agreement; or

5.1.4. Death of SIMON.

**6.0. Unilateral Termination by the CRA**

6.1. Procedure. The CRA may unilaterally terminate SIMON as Executive Director of the CRA at its absolute and sole discretion by majority vote of the Board at a publicly noticed meeting of the CRA Board. At said meeting, the CRA shall state whether the termination of SIMON is with or without cause as described in paragraphs 6.2 and 6.3 below, and shall set the last day of SIMON's term as Executive Director. The last day of SIMON's term shall hereinafter be referred to as the "Effective Date of Termination".

6.2. Termination with Cause. If SIMON is unilaterally terminated by the CRA for failure to perform the duties and obligations of the Executive Director as set forth in Section 1.0 of this Agreement, and/or for misconduct and/or for violation of any rule, regulation or law, SIMON shall be entitled to all earned and accrued base salary, vacation and sick pay, and all earned and accrued retirement benefits in any retirement plan offered through the CRA (including any employer "matching" funds) as of the date of termination, but SIMON shall not be entitled to severance pay.

6.3. Termination without Cause. If SIMON is unilaterally terminated by the CRA without a stated cause, SIMON shall be entitled to the following:

6.3.1. A minimum of three (3) and maximum of twenty (20) weeks of severance pay from the effective date of termination. The term "severance pay" shall have the meaning as set forth in s. 215.425, Florida Statutes, and the amount and term of severance pay shall be determined by the Board at its sole discretion.

6.3.2. All earned and accrued vacation leave through the Effective Date of Termination.



6.3.3. All earned and accrued sick leave through the Effective Date of Termination.

6.3.4. All earned and accrued retirement benefits in any retirement plan offered through the CRA (including any employer “matching” funds); and

6.3.5. Reimbursement for as-yet unreimbursed expenses through the Effective Date of Termination.

6.4. Conflict. In the event of a conflict between the severance benefit terms of this Section and the limitation of severance benefits provided in s. 215.425, Florida Statutes, as the same may be amended from time to time, the provision of Florida Statutes shall prevail.

## **7.0. Termination by Resignation**

7.1. Procedure. SIMON may resign from the Executive Director position by providing a written Notice of Resignation to the CRA pursuant to the requirements of Section 10 of this Agreement (herein after “Notice of Resignation”).

7.2. Notice of Resignation. The Notice of Resignation shall provide a resignation date no later than thirty (30) days following the date of the Notice of Resignation (hereinafter “Effective Date of Resignation”).

7.3. Final Compensation. Upon resignation, SIMON shall be entitled to the following:

7.3.1. Base Salary through the Effective Date of Resignation or such other date as mutually agreed to between the CRA and SIMON;

7.3.2. Earned and accrued sick and vacation leave through the Effective Date of Resignation or such other date as mutually agreed to between the CRA and SIMON;

7.3.3. All earned and accrued retirement benefits in any retirement plan offered through the CRA (including any employer “matching” funds); and

7.3.4. Reimbursement for as-yet unreimbursed expenses through the Effective Date of Resignation or such other date as mutually agreed to between the CRA and SIMON.

**8.0. Termination Due to Death**

8.1. Final Compensation. If this Agreement terminates due to SIMON's death, SIMON's estate shall be entitled to the following:

8.1.1. Base Salary as of SIMON's last day serving as Executive Director.

8.1.2. All earned and accrued vacation leave through SIMON's last day serving as Executive Director.

8.1.3. All earned and accrued sick leave through SIMON's last day serving as Executive Director.

8.1.4. All earned and accrued retirement benefits in any retirement plan offered through the CRA (including any employer "matching" funds); and

8.1.5. Reimbursement for as-yet unreimbursed expenses through the SIMON's last day serving as Executive Director.

8.2. Payment. In the event of any disagreement or dispute arising regarding to whom SIMON's final compensation, as described above, should be paid, the CRA may rely on a court order on the matter, or in the absence of such an order, may interplead the payment of final compensation with a court of proper jurisdiction.

**9.0. Indemnification.** CRA shall defend, hold harmless from, and indemnify SIMON against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance by SIMON of the duties as Executive Director, except for any negligent, fraudulent, or criminal act or omission of SIMON. CRA

reserves the right to select, appoint, retain, and discharge legal counsel necessary to provide the foregoing defense.

**10.0. Notices.**

10.1. All notices hereunder shall be in writing, and shall be delivered by certified mail, return receipt requested, first-class postage prepaid, addressed to the parties at their following respective addresses, or at such other address as may be designated in writing by either party to the other:

CRA: Boynton Beach Community Redevelopment Agency  
c/o CRA Board Chairperson  
710 N. Federal Hwy.  
Boynton Beach, Florida 33435

And CRA Attorney  
Lewis, Longman & Walker, P.A.  
515 N. Flagler Drive  
Suite 1500  
West Palm Beach, FL 33401

Employee: Michael Simon  
714 Hillcrest Road  
Boynton Beach, FL 33435

**11.0. General Provisions.**

11.1. Entire Agreement. This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

11.2. Severability. If any part of this Agreement shall be declared unlawful or invalid, the

remainder of the Agreement will continue to be binding upon the parties so long as the rights and obligations of the Parties contained in this Agreement are not materially prejudiced and the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

11.3. Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

11.4. Agreement Deemed to be Drafted Jointly. This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

11.5. Governing Law, Jurisdiction, and Venue. The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.

11.6. Independent Advice. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

11.7. Compliance with Laws. In his performance pursuant to this Agreement, SIMON shall



comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including any applicable ethics and procurement requirements.

IN WITNESS WHEREOF, the **Boynton Beach Community Redevelopment Agency**, Boynton Beach, Florida, has caused this Agreement to be signed and executed on its behalf by the CRA Chairman, and approved as to form by the Board Attorney, and **Michael Simon**, Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below:

**BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

Justin Katz, Vice Chair

Date: \_\_\_\_\_

6/15/17

CRA ATTORNEY

Approved as to form and legal sufficiency

Date: \_\_\_\_\_

\_\_\_\_\_  
Lewis, Longman & Walker, P.A.,

**MICHAEL SIMON**

\_\_\_\_\_  
Michael Simon

Date: \_\_\_\_\_

6/18/17

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below:

**BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By:   
Justin Katz, Vice Chair


Date: 6/15/17

CRA ATTORNEY  
Approved as to form and legal sufficiency

  
Lewis, Longman & Walker, P.A.,

Date: 6/15/17

**MICHAEL SIMON**

  
Michael Simon

Date: 6/15/17

## **EXHIBIT "A"**

### **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) JOB DESCRIPTION**

**TITLE:** EXECUTIVE DIRECTOR

**REPORTS TO:** CRA BOARD OF DIRECTORS

#### **GENERAL STATEMENT OF DUTIES:**

An incumbent in this position performs highly responsible administrative and professional work directing and leading the activities of the CRA of Boynton Beach, its assigned staff, programs, and activities and other programs and initiatives designed to enhance business and economic development in the CRA area. Work includes preparation of work programs, budget and Capital Improvements Program, oversight of the sale of bond issues and project initiation, design, construction and monitoring. Under administrative direction, the incumbent may act as an advisor to the City's executive management team, and serves as a key staff member in the administration, development, and implementation of policies, systems, and procedures to facilitate implementation of the CRA's redevelopment plans and agreements. The incumbent manages a considerable variety and volume of work concerned with formulating and implementing projects, initiatives and work plans focused on community redevelopment. The incumbent's work is reviewed through meetings, reports, observation, and task/report/project completion.

The incumbent reports to the Board of Directors of the CRA and is reviewed through conferences, reports, and discussions while projects are in progress and upon completion. The incumbent is responsible for the supervision of five (5) direct reports (i.e., Executive Assistant, Assistant Director, Finance & Operations, Planning Director, Director, Economic Development and Communications and Marketing Manager).

**Updated:** 06/05/07

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Initiates, plans and directs the implementation of the adopted redevelopment plans (i.e., 20-30 plan, BB corridor plan, N. Federal Plan, Urban Design Guidelines) and answers general development questions as necessary.
- Plans, organizes, assigns, directs and reviews the activities of professional, technical and clerical personnel engaged in the compilation, analysis and interpretation of data and preparation of reports and recommendations affecting community planning and redevelopment.
- Oversees and is responsible for the final selection, training and evaluation process for all CRA staff.



- Administers and provides oversight for all contracts and agreements for services by negotiating contracts, creating the budgets for the contracts and by making sure they are in accordance with legal framework.
- Serves as an in-house consultant and represents the CRA in dealing with and interfacing, communicating and resolving issues and problems with other agencies on a variety of related matters.
- Negotiates the acquisition and disposition of real estate for the CRA and manages the real estate assets held.
- Provides oversight, and input to staff on the CRA Strategic Plan, and for individual strategic plans by conducting weekly meetings with staff to share and update plans, and to ensure that everyone is communicating regularly and are aligned with the mission of the organization.
- Conducts weekly staff meetings in order for staff to share information and keep abreast of overall CRA operations and other operations in the City and local community.
- Negotiates the acquisition and disposition of real estate for the CRA and manages the real estate assets held.
- Oversees preparation of the annual operating budget and capital plan by meeting with the Assistant Director Finance and Operations in order to present to the CRA Board for approval, and approves and reviews budgetary and financial reports prepared by the Assistant Director.
- Represents the CRA at meetings (e.g., Kiwanis Club, Rotary, Chamber of Commerce and other organizations) regarding CRA matters within the scope of the CRA activities.
- Conducts, directs and oversees all Public Relations activities for the CRA.
- Handles all Board matters, policy matters and other related issues in order to accomplish Board Directives.
- Sets all Board monthly meeting agendas and has oversight for all Board packets and to ensure all correct material is in packets etc.
- Meets and confers with Board Attorney in order to ensure that Board policies and directives are being implemented appropriately.

- Serves as public interface with the development community by attending meetings, visiting sites, discussing issues for resolution, discussing architectural styles, negotiating, and providing guidance etc.
- Directs and implements projects in the phase of completion and evaluation in order to bring back the information to the Board for their review and decision making on policies.
- Provides oversight and assistance with all administrative and operational duties and issues for the CRA.
- Prepares written evaluations on that the status of a program or project for the Board of Directors.
- Prepares and responds to email messages from the Board, staff, developers, City officials and other personnel.
- Attends monthly Board meeting, attends City commission meetings and two night meetings a month in order to keep abreast of activities and programs, and to provide information and/or answer questions as necessary.

#### **PERFORMANCE EVALUATION DUTIES AND RESPONSIBILITIES:**

- Observes subordinates' job performance to ensure subordinate accomplishes goals and objectives.
- Meets with subordinate(s) to discuss and review job performance necessary.
- Analyzes and evaluates working conditions for improved employee output and requests and evaluates both written and oral input from employees to improve departmental services.
- Conducts supervisory conferences or discussions with subordinates in reference to their performance.
- Visits subordinates on-site to ensure observe their work and to provide assistance and input as necessary.
- Informs subordinates of how their efforts, in any given project, affected the outcome of the total project.
- Writes performance appraisal reports.
- Verbally praises subordinates.
- Verbally reprimands subordinates.

## **KNOWLEDGE, SKILLS AND ABILITIES LIST:**

### **KNOWLEDGE**

- Knowledge of economic development issues, public relations and issues affecting urban revitalization.
- Knowledge of financial packaging for development projects.
- Knowledge of principles and practices of City Planning, Zoning, historic preservation and housing.
- Knowledge of the financial and legal aspects relating to bond issue and sales and land acquisition.
- Knowledge of marketing techniques relating to promoting programs.
- Knowledge of principles and practices of administration and organizational theory.
- Knowledge of research techniques, methods, and procedures.
- Thorough knowledge of the principles, practices and laws surrounding redevelopment in the City of Boynton Beach and knowledge of the same in the State of Florida.
- Knowledge of economic development trends and techniques and the functions, operations and relationships among local, state, and federal agencies related to redevelopment and housing policies.
- Knowledge of negotiation tools and techniques and team building practices.
- Considerable knowledge of problem solving and conflict resolution practices and techniques.
- Considerable knowledge of project and workload planning and organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs and change management.
- Basic knowledge of principles and practices of budget preparation in the public sector.
- Basic knowledge of the practices and methodologies of contract administration and the development and implementation of procedures.

### **SKILLS**

- Skill in comprehending information and ideas clearly.
- Skill and ability to make arithmetic computations with speed and accuracy.
- Skill at operating a personal computer and related software including but not limited to word processing, spreadsheets and electronic mail.

### **ABILITIES**

- Ability to lead a team of paraprofessional and professional staff.
- Ability to identify and respond to community, Redevelopment Agency Board, and City Council issues, concerns, and needs.
- Ability to make presentations to the CRA Board on a regular basis.

- Ability to facilitate public meetings, workshops, and negotiations.
- Ability to engage in on-going process improvement review and implementation, both individually and as a team member and leader.
- Ability to seek out opportunities for redevelopment and negotiate effective and constructive deals on behalf of the CRA.
- Ability to provide vision and set operational goals to achieve the CRA vision, and identify and analyze administrative problems, and implement operational changes.
- Ability to understand and contribute to the work of the CRA by ensuring effective service delivery.
- Ability to deal constructively with conflict and develop effective resolutions.
- Ability to exercises analytical judgment in areas of responsibility by identifying issues or situations as they occur and specifying decision objectives, assists in identifying alternative solutions to issues or situations, and implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors.
- Ability to exercise discretion and judgment in developing and implementing courses of action in carrying out responsibilities. Maintains firmness, objectivity, and fairness in implementing courses of action.
- Ability to identify, assimilate and comprehend the critical elements of a situation; interpret the implications of alternative courses of action and evaluate factors essential to a problem solution; to separate relevant from irrelevant information.
- Ability to develop and maintain excellent rapport, and cooperative and courteous relationships with boss, co-workers, officials, developers, city employees and the general public. Listens to and considers their suggestions and complaints and responds appropriately.
- Ability to be adaptable to performing under stress when confronted with critical and/or high priority activities, events or unusual situations in which working with speed and sustained attention are make or break aspects of the job.
- Ability to plan and organize constantly changing daily work flow by establishing priorities for the completion of work in accordance with sound time-management methodology; effectively and efficiently utilizes resources to achieve such goals and objectives.
- Ability to speak to people to convey or exchange information; receive or provide assignments or directions; speak with others with poise, voice control and confidence; record and deliver and communicate effectively and efficiently with persons of varying educational and cultural backgrounds.
- Ability to communicate orally in the English language with customers, clients, and the public in a one-to-one or group setting.
- Ability to produce written documents in the English language with clearly-organized thoughts with proper sentence construction, punctuation, and grammar.
- Ability to explain things clearly.
- Ability to remain fair and objective.
- Ability to remain calm in stressful situations.
- Ability to think under pressure.



- Ability to apply supervisory, management and leadership principles, practices concepts and techniques.
- Ability to apply principles of time management.
- Ability to favorably influence the activities of others (e.g., outside vendors).
- Ability to identify and correct personal deficiencies.
- Ability to display sensitivity to the feelings of others.
- Ability to use diplomacy and tactfulness.
- Ability to negotiate.
- Ability to persuade others.
- Ability to display patience.
- Ability to demonstrate initiative.
- Ability to withstand criticism.
- Ability to follow directions.
- Ability to obtain needed resources, as appropriate.
- Ability to work independently.

#### **MINIMUM ENTRANCE QUALIFICATIONS:**

Graduate from an accredited college or university with a Bachelor's Degree in public or business administration, urban and regional planning, or related field. Eight (8) years of progressively responsible work experience in community redevelopment, urban renewal, real estate, finance and public relations, the majority of which shall have been in a responsible managerial capacity with budgetary development and responsibility. A Master's degree is preferred and may substitute for a portion of the required work experience; or an equivalent of training and experience.

#### **SPECIAL JOB REQUIREMENTS AND TYPICAL WORKING CONDITIONS:**

This position requires the incumbent to work a standard 40 hour week which requires some flexibility. Working under pressure is unavoidable when schedules change and problems arise, but deadlines and goals must still be met. Incumbent performs majority of the work typically indoors. Work is usually performed sitting, standing, and walking.

#### **ESSENTIAL PHYSICAL REQUIREMENTS AND ENVIRONMENTAL CONDITIONS:**

- Sitting for long periods of time, standing, and walking.
- Lifting and bending.
- Use of telephone and the computer on a regular and continual basis.
- Acceptable eyesight (with or without correction).
- Acceptable hearing (with or without hearing aid).
- Works inside with noise and heat.

Reasonable accommodation will be made for otherwise qualified individuals with a disability.



**Executive Director's Annual Performance Evaluation**  
**Period: June 2018 – June 2019**

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**FOR: Roy Michael Simon, Jr.**

**DATE: \_\_\_\_\_**

**NAME OF EVALUATOR: \_\_\_\_\_**

**ANNUAL EVALUATION PROCESS:**

1. The Board Chair and each Board member Board is requested to complete the performance evaluation form based on his/her assessment of the Executive Director in ten major areas of responsibility that include a total of 32 specific performance measures. An "Overall Impression" rating and six (6) comment areas are also included.
2. The Board Chair and each Board member Board shall discuss the evaluation individually with the Executive Director at a Performance Evaluation Conference. Preliminary scores may be adjusted as a result of the discussion. There is a "Comment" section below each question for clarification purposes, if necessary.
3. A composite Ratings Summary Chart shall be prepared by the Executive Director Executive Director and provided to the CRA Board. (The detailed rating sheets of the other Board members will be provided when requested.)
4. The performance evaluation shall be reviewed at the next available Board meeting at which time the CRA Board shall determine the merit of an increase in the Executive Director's compensation.

**INSTRUCTIONS:**

**Rating Scale:** Each question is followed by a rating scale. Raters may circle the selected performance indicator (1, 2, 3, 4 or 5) or place an "X" along with a numerical score on the rating scale line when you feel a rating falls between two whole numbers. There are 32 listed performance indicators in the ten major performance categories on the pages that follow:

- 1 = Unsatisfactory:** poor, needs substantial improvement = VERY DISSATISFIED  
**2 = Below expectations:** needs improvement = MARGINAL  
**3 = Satisfactory:** meeting an acceptable performance level = SATISFIED  
**4 = Meeting expectations:** very good = MORE THAN SATISFIED  
**5 = Exceeding expectations:** excellent = VERY SATISFIED

# EXECUTIVE DIRECTOR'S TEN MAJOR AREAS OF RESPONSIBILITY

## I. Organizational Management

**1. Leadership:** Does the Executive Director motivate others to maximum performance? Is the Executive Director respected as demanding but fair? Does the Executive Director provide the necessary assistance to the Board and leadership to the CRA staff and community volunteers? Is the Executive Director mindful of the Agency's activities related to Statutory guidelines and regulations?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

**2. Supervision:** Does the Executive Director adequately supervise and direct the activities of the CRA staff? Is the Executive Director able to utilize CRA staff effectively to meet the goals and objectives of the CRA?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

**3. Job Organization:** Does the Executive Director delegate responsibility effectively? Does the Executive Director use his/her time productively? Does the Executive Director program projects and activities in an orderly and systematic way?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

**4. Staff Development:** Is the Executive Director able to recruit and retain quality employees? Is the Executive Director committed to having CRA staff operate well as a team? Does the Executive Director effectively develop and make professional training available for CRA staff members?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## II. Fiscal/Operational Management

**5. Budget:** Is the budget developed in a systematic and effective manner? Is the annual budget presented in a timely manner and does it reflect a well-planned, realistic and accurate financial plan? Does the Executive Director carry out the budget satisfactorily throughout the year and control expenses within the levels set in the budget?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. Agendas:** Does the Executive Director prepare comprehensive, relevant and complete agenda topics and reports for the CRA Board?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**7. Financial Reporting:** Does the Executive Director provide periodic financial reports in a well-designed, informative and understandable format? Based on the Agency's annual reporting and auditing practices, does the Executive Director maintain sound financial practices and meet desired fiscal management?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**8. Managing Multiple Priorities:** Is the Executive Director capable of prioritizing and implementing multiple priorities while considering the most important goals, objectives and tasks facing the CRA?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**9. Productivity:** Can the Executive Director be depended on for sustained productive work? Does the Executive Director readily assume responsibility? Does the Executive Director meet time estimates within his/her control?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### III. Program Development and Follow-Through

- 10. Execution of Policy:** Does the Executive Director understand and comply with the overall policies, laws and philosophy of the CRA? Do his/her efforts lead toward successful accomplishment of Agency goals?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 11. Program Development:** Does the Executive Director translate policies and objectives into specific and effective programs? Does the Executive Director independently recognize problems, develop relative facts, formulate alternate solutions and decide on appropriate recommendations?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 12. Imagination - Initiative:** Does the Executive Director display objectivity when approaching a problem? Does the Executive Director create effective solutions? Is the Executive Director able to visualize the implications of various alternatives?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## IV. Communication

**13. a. Communication:** Does the Executive Director keep CRA Board members and other appropriate people informed? Does the Executive Director present his/her thoughts in an orderly and understandable manner? Does the Executive Director display effective communicate skills and display signs of respect to members of the public?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. b. Communication:** Does the Executive Director possess the skills necessary to conduct the business of the Agency when dealing with members of the development industry? Does the Executive Director conduct himself/herself in a positive and professional manner when dealing with members of the development industry?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Reporting:** Does the Executive Director submit accurate and complete agenda items for monthly Board meetings? Does the Executive Director provide requested information to the Board in a timely and efficient manner?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Board Communication:** Does the Executive Director provide the Board with adequate information to make decisions? Does the Executive Director receive an enthusiastic response to his/her new ideas and needed organizational changes?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**16. Written Communication:** How effective are the Executive Director's letters, memoranda and other forms of written information?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## V. Relationship with the CRA Board members

**17. Response to Board:** Does the Executive Director respond in a positive way to suggestions and guidance from the Board? Is the Executive Director attuned to the Board's attitudes, feelings and objectives?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## VI. Long Range Planning

**18. Strategic Planning:** Does the Executive Director help develop effective goals, objectives, policies and procedures while providing an annual budget work plan that reflects those provided by the Board and held within the CRA Plan?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

**19. Economic Development:** Does the Executive Director demonstrate leadership and vision in promoting the economic and physical development within the CRA District while maintaining concerns for “quality of life” issues?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

**20. Multi-Year Approach:** Is the Executive Director assisting the CRA Board to address the Agency’s future through multi-year planning and appropriate capital budgeting? Does the Executive Director possess the ability to see beyond current year projects and goals?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

## VII. Relationship Building/Public Relations

**21. Community Reputation:** What is the general attitude of the community toward the Executive Director? Is the Executive Director regarded as a person of high integrity and ability? Is his/her public credibility an asset or liability to the City?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

**22. Intergovernmental Relations:** Does the Executive Director work effectively with City, state, federal and other local government representatives? Is the relationship with other local government officials and staff beneficial to the CRA? Is the Executive Director able to facilitate cooperative efforts among various local agencies and the CRA?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

## VIII. Professional/Personal Development

**23. Objectivity:** Is the Executive Director unemotional and unbiased? Does the Executive Director take a rational and impersonal viewpoint based on facts and qualified opinions? Is the Executive Director able to divide his/her personal feelings from those which would most effectively represent the CRA's interest?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

**24. Professional Reputation:** Does the Executive Director deal effectively with other public sector employees or officials? Is the Executive Director respected by professional and staff representatives within the City of Boynton Beach, other cities and counties?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**25. Stress Management:** Is the Executive Director able to resolve problems while under strain or unpleasant conditions? How well does the Executive Director tolerate conditions of uncertainty?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## IX. Professional Attributes

**26. Leadership Style:** Does the Executive Director display a leadership style that is firm, but flexible and adaptable, while responding to individuals or situations in an appropriate, positive manner?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**27. General Attitude:** Is the Executive Director enthusiastic, cooperative and willing to adapt? Does the Executive Director have an enthusiastic attitude toward the CRA and City, both

professionally and personally?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**28. Professional Drive:** Is the Executive Director energetic and willing to spend the time necessary to do a good job? Does the Executive Director have good initiative and is the Executive Director a self-starter? Does the Executive Director have good mental and physical stamina?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**29. Judgment and Decisiveness:** Is the Executive Director able to reach quality decisions in a timely fashion? Are his/her decisions considered to be generally, good? Does the Executive Director exercise good judgment in making decisions regarding his/her general conduct?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**30. Integrity:** Does the Executive Director properly avoid politics and partisanship? Is the Executive Director honest and forthright in his/her professional capacities? Does the Executive Director have a reputation in the community for honesty and integrity?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**31. Self-Assurance:** Is the Executive Director self-assured of his/her abilities? Is the Executive Director able to be honest with himself/herself and take constructive criticism? Does the Executive Director take responsibility for mistakes which are his/hers? Is the Executive Director confident enough to make decisions and take actions as may be required without undue supervision from the Board?

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

### **X. OVERALL PERFORMANCE:**

+	+	+	+	+
1.0	2.0	3.0	4.0	5.0
Unsatisfactory	Below Expectations	Satisfactory	Meets Expectations	Exceeds Expectations

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

### ***Area(s) of performance calling for praise/commendation.***

Comment Areas
1. What are the Executive Director's most significant accomplishments during the past year?
2. What are the Executive Director's strongest qualities or strengths?

3. In what areas does the Executive Director need to improve? Recommendations.

4. Two things the Executive Director does that you would like him/her to continue.

5. Two things the Executive Director does that you would like him/her to discontinue.

6. Two things the Executive Director does not do that you would like him/her to start.

**Executive Director's Annual Performance Evaluation  
Signature Page**

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Evaluator's Printed Name: Mack McCray, CRA Board Member**

**Performance Conference Date (if applicable):** \_\_\_\_\_

\_\_\_\_\_  
**Executive Director's Signature**

\_\_\_\_\_  
**Date**

**Executive Director's Comments (if applicable):**

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## **CRA BOARD MEETING OF: August 13, 2019**

### **OLD BUSINESS**

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#### **AGENDA ITEM: 14.D.**

##### **SUBJECT:**

211 E. Ocean Avenue Project Update

##### **SUMMARY:**

Activities: January 2019 - July 2019

During this time period, the CRA Executive Director has participated in several meetings with the owners of the adjacent properties and various private sector developers regarding the redevelopment potential of the parcels if combined (see Attachment I). To date, none of the conceptual development options have been supported by the private property owners. CRA staff will continue to actively engage with interested parties and the private property owners in order to produce a potential project to present to the Board.

Activities: November 2018 - December 2018

As directed by the CRA Board at their November 13, 2018 meeting, the Agency's Executive Director attended the November 29, 2018 Historic Preservation Board (HPB) meeting to present a brief history, current disposition of the property, and the various options for its future redevelopment to be considered by the CRA.

The HPB provided the following preferred options for the future of the property:

1. Leave the structure on the property and redevelop it into a lower impact and less costly commercial use: retail, office, gallery, community office.
2. Relocate and redevelop the structure for a new use: residential or commercial/retail.
3. Demolition of the structure.

Staff has obtained a preliminary cost for the building relocation to the Cottage District from Modern Movers on October 28, 2018 (see Attachment II). The total estimated relocation cost only is estimated to be \$125,000. This includes moving, permitting, utility lines removal/reinstall, traffic control devices, and law enforcement escort costs.

##### **FISCAL IMPACT:**

To be determined.

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan

**CRA BOARD OPTIONS:**

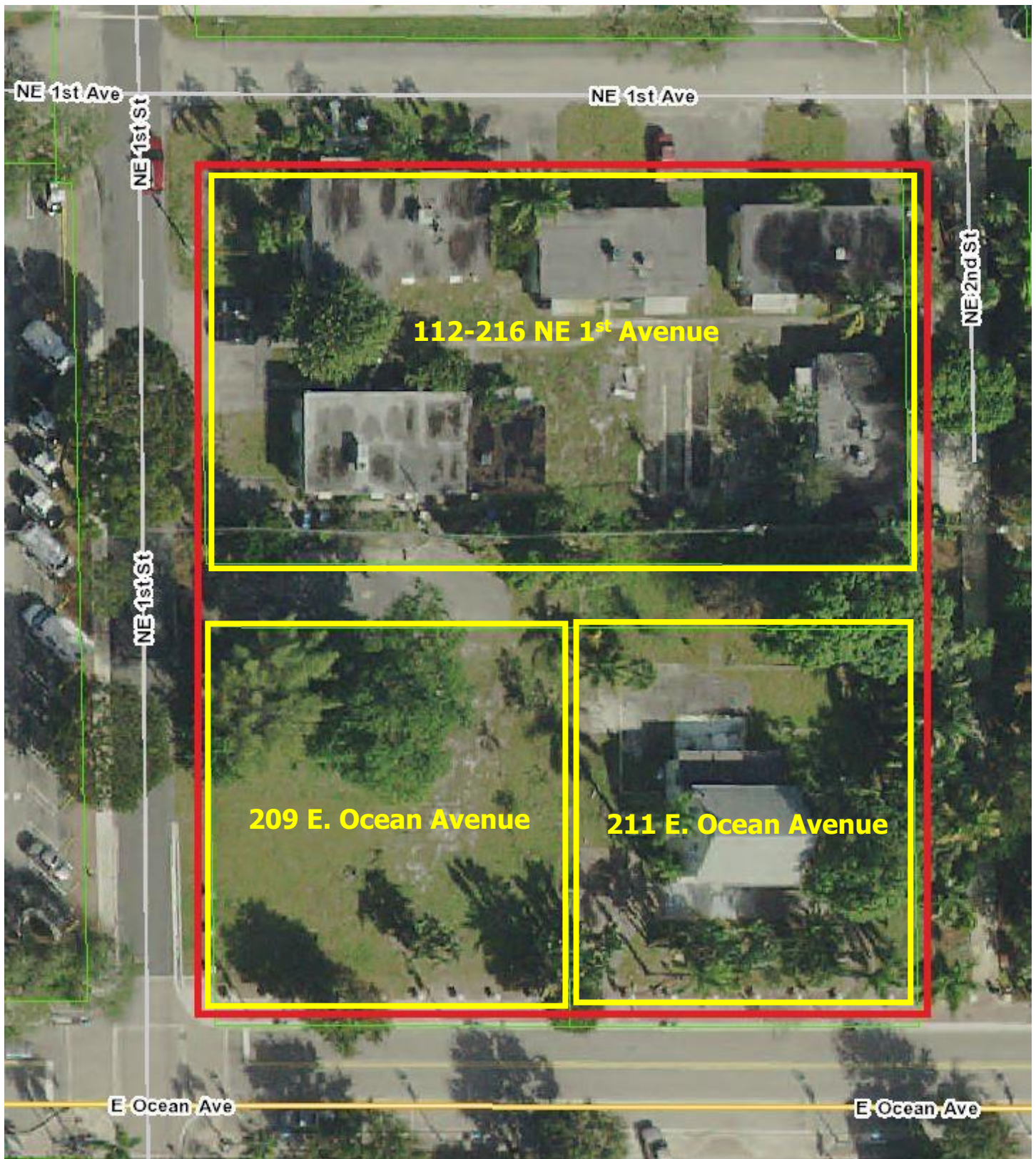
To be determined based on Board's discussion.

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**ATTACHMENTS:****Description**

- ▣ **Attachment I - Site Map**
- ▣ **Attachment II - Relocation Costs**





**211 Block Site Area**



October 28, 2018

Thuy Shutt  
Assistant Director  
Boynton Beach Community Redevelopment Agency  
710 N. Federal Highway  
Boynton Beach, FL 33435

RE: Relocation of 211 E. Ocean Avenue

Dear Ms. Shutt,

Please accept this letter as proposal for the above referenced relocation.

Upon my site visit of this date, our proposal is as follows:

Modern House & Building Movers, Inc., shall remove and dispose of the on slab addition on the rear of the two story structure. We shall then load the structure and relocate to CRA property located on the NE corner of Seacrest Boulevard and NE 4<sup>th</sup> Avenue. We shall then construct a new foundation and place structure on the new foundation.

Our bid for this scope of work is \$78,000.00.

This bid is for this scope of work only. Other costs and fees you may incur include, but are not limited to, costs for the adjustment or removal of utility lines, traffic control devices and law enforcement escorts.

Should you have any questions or need additional information, please contact me as listed below.

Thank you for the opportunity to be of service and your considerate attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Burdette", is written over a horizontal line.

Pat Burdette, as President for  
Modern House & Building Movers, Inc.





## **CRA BOARD MEETING OF: August 13, 2019**

### **OLD BUSINESS**

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#### **AGENDA ITEM: 14.E.**

##### **SUBJECT:**

Neighborhood Officer Program 2nd Quarter Report for FY 2018 - 2019

##### **SUMMARY:**

The CRA funded Neighborhood Officer Program (NOP), in partnership with the Boynton Beach Police Department has submitted their Unit Activity Report for the third quarter (April 1st - June 30th) of Fiscal Year 2018-2019 along with the Heart of Boynton (HOB) District Crime Stats for the same time period (see Attachments I - III).

The NOP Quarterly report is required under the funding terms of the Interlocal Agreement between the CRA and the City of Boynton Beach for FY 2018-2019. The FY 2018-2019 NOP Budget is provided as Attachment IV.

##### **FISCAL IMPACT:**

FY 2018- 2019 Budget, Project Fund 02-58500-460: \$370,000

##### **CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan, Heart of Boynton District (pages 105-118)

##### **CRA BOARD OPTIONS:**

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

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#### **ATTACHMENTS:**

##### **Description**

- ▣ **Attachment I - 3rd Quarter Unit Activity**
- ▣ **Attachment II - Heart of Boynton Crime Stats**
- ▣ **Attachment III - Photos**
- ▣ **Attachment IV - NOP FY 2018-2019 Budget**

# **NEIGHBORHOOD OFFICER PROGRAM**

## **QUARTERLY REPORT**



**April 1 – June 30, 2019**

Sergeant Henry Diehl  
Boynton Beach Police Department

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# COMMUNITY REDEVELOPMENT AGENCY

## **BACKGROUND**

The Boynton Beach City Commission established its Community Redevelopment Agency (CRA) in August, 1981, in accordance with guidelines of State Statute Chapter 163 Part III.

The Boynton Beach CRA is funded through Tax Increment Financing (TIF). TIF utilizes the increases in tax revenue generated as a result of increases in property values within CRA District boundaries for development efforts without raising taxes.

Authorities of the CRA are contained in Section 163.370, Florida Statutes. Redevelopment activities include, but are not limited to:

- Adopt a community redevelopment plan or plans that outline projects and programs that will be undertaken by the CRA;
- Secure finances to further redevelopment efforts and projects;
- Acquire and hold property in the redevelopment district;
- Demolish buildings;
- Dispose of property;
- Installation, construction, improvement and repair of streets, utilities, parks, infrastructure in accordance with the community redevelopment plan(s);
- Create and implement development incentive strategies and other unique public-private partnerships to stimulate redevelopment activity within the CRA district facade and residential improvement grants;
- Market the CRA;

- Implement community policing innovations;
- Solicit proposals for redevelopment and enter into contracts; AND
- Appropriate funds and make expenditures as necessary to carry out the purpose of the Community Redevelopment Act of 1969.



# **NEIGHBORHOOD OFFICER PROGRAM**

## **PROGRAM OUTLINE**

Community policing definitions typically focus on three components that characterize many programs: some level of community involvement and consultation; decentralization, often increasing discretion to line-level officers; and problem solving. Because community policing is focused on close collaboration with the community and addressing community problems, it has often been seen as an effective way to increase citizen satisfaction and enhance the legitimacy of the police and the evidence is supportive in this regard.

A major goal of this proposed neighborhood officer program is to cultivate high levels of mutual trust, understanding and respect between police the residents of the neighborhoods they patrol. In order to achieve this, it is necessary that these stakeholders develop relationships which transformed the confines of ordinary community policing activities and instead focuses upon building sustainable problem solving partnerships.

Additionally, the building of problem solving partnerships and substantive relationships with invested members of the community will lead to a greater understanding of some of the challenge members of the public face and help the police department garner unique insights which might aid in addressing these challenges. This program helps effectively integrate police personnel into the fabric of our community.

Reducing crime and disorder and improving the quality of life within historically plighted neighborhood requires the development of these types of productive and meaningful relationship between citizens and representatives of their local government.

As the most visible and accessible municipal agency, police personnel are uniquely postured to serve as a catalyst to an array of city services, community resources and organizations which can aid those in need as they work to better their circumstances and work in concert with other stakeholders to confront the challenges they identify within the community.

### **PROGRAM GOALS AND SCOPE**

The scope of this quarterly report is to fulfill the Program requirements set forth in the Inter-Local Agreement (ILA) between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency (CRA); whereas the CRA shall be provided a written report outlining the following:

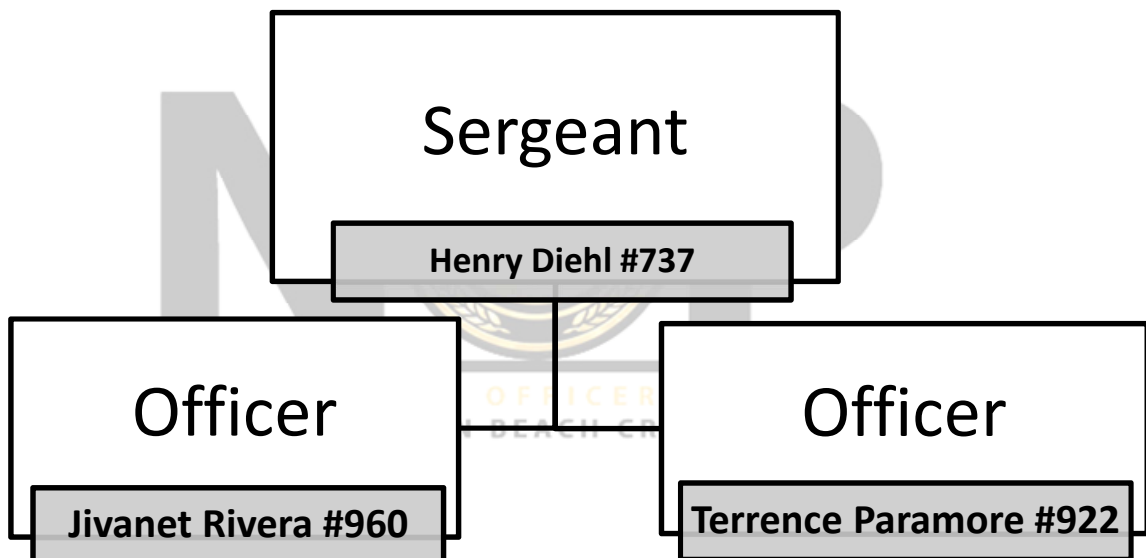
- Hours worked by the Program Officer;
- Name, rank and badge number of Program officers who have worked the Program during the reporting period;
- Activities undertaken to achieve the goals of the Program; and
- Crime statistics for the reporting period.

The Boynton Beach Police Department shall make all necessary efforts to achieve the aforementioned Program Goals.



## ESSENTIAL PROGRAM CRITERIA

### Neighborhood Officer Program Organizational Chart during Rating Period



## Neighborhood Officer Program Hours Worked during Rating Period

The following Program Officers' scheduling was gleaned from the Boynton Beach Police Department electronic database that monitors staffing needs; entitled KRONOS® – TeleStaff.

Below is the reference guide to decipher the color and numeric codes

# **Boynton Beach Police Department's TeleStaff Phone System Cheat Sheet (Phone Number 742.6129)**

## **Court Codes:**

Court – Standby	11
Court / Time Extended Hours While Off Duty	12

## **Denial Codes:**

Denied – Leave Request	21
Denied – Overtime / Comp Request	22

## **Not Working Codes:**

Not Working – A.W.O.I.	31
Not Working – Admin Leave w/o Pay	32
Not Working – Admin Leave w/ Pay	33
Not Working – Authorized Dr's Visit	34
Not Working – Authorized Leave w/o Pay	35
Not Working – Authorized Leave w/ Pay	36
Not Working – Authorized Therapy	37
Not Working – Bonus Day	38
Not Working – Comp Time Off, Ofc / Det	39
Not Working – Comp Time Off, Sergeant	310
Not Working – Compensatory Leave	311
Not Working – Excused Absence w/o Pay	312
Not Working – Family Sick	313
Not Working – Leave w/o Pay "EAR"	314
Not Working – LA CRA 3.5 hr Differential	315
Not Working – LA Flex Time Off	316
Not Working – LA Holiday	317
Not Working – Personal Time	318
Not Working – Personal Time - Exempt	319
Not Working – Shift Swap	320
Not Working – Sick	321
Not Working – Sick Using Vacation	322
Not Working – Sick – FMLA	323
Not Working – Suspended w/o Pay	324
Not Working – Suspended w/ Pay	325
Not Working – Vacation	326
Not Working – Vacation – Exempt	327
Not Working – Vacation – 11.5 hr Shift – Exempt	328
Not Working – Workers Comp < 40 hours	329

## **Request Codes:**

Request – Comp Time – Call Back, Ofc / Det	41
Request – Comp Time – Call Back, Sgt	42
Request – Comp Time – On Call, Ofc / Det	43
Request – Comp Time – On Call, Sgt	44
Request – Comp Time – Past Occurrence, Ofc / Det	45
Request – Comp Time – Past Occurrence, Sgt	46
Request – Comp Time, Ofc / Det	47
Request – Comp Time, Sgt	48
Request – Holiday Pay @ 150%	51
Request – Overtime	52
Request – Overtime – Call Back OT	53
Request – Overtime – Court / Off-Duty	54
Request – Overtime – K-9 RDO Maintenance	55
Request – Overtime – K-9 Training	56
Request – Overtime – On Call	57
Request – Overtime – Past Occurrence – Call Back	58
Request – Overtime – Past Occurrence	59
Request – Overtime – SWAT Call Back	510
Request – Overtime – SWAT Continuation of Shift	511
Request – Standby Pay – Court, Ofc / Det	61
Request – Standby Pay – Court, Sgt	62

## **TDY Codes:**

TDY – Jury Duty	71
TDY – Light Duty	72
TDY – Military Leave	73
TDY – Other	74
TDY – SWAT Duty 10% / OT Rate	75
TDY – SWAT Duty 10%	76
TDY – Training	77
TDY – Training on RDO	78
TDY – Union Business	79

## **Working As (Special Classification) Codes:**

Working As – Acting [7% Add'l]	81
Working As – Acting Watch Commander	82
Working As – Admin Duty	83
Working As – Admin Sgt Pay [at 150%]	84
Working As – Court Time / While On-Duty	85
Working As – Detail	91
Working As – Detail – City OT	92
Working As – Detail – CRA OT	93
Working As – Detail – Excl Hester	94
Working As – Detail – Library	95
Working As – E-9 Maintenance – Reg Pay	96
Working As – Light Duty	961
Working As – Officer-in-Charge	97
Working As – On-Call TTS Bumper Pay \$75	98
Working As – Regular Duty / Pay	99
Working As – Shift Trade	991

## **Telephone Keypad Alphanumeric Reference**

1	ABC	DEF
2		
GHI	JKL	MNO
4	5	6
PQRS	TUV	WXYZ
7	8	9
*	0	#

## **Code Classifications:**

Court	1
Denied Request	2
Not Working	3
Requests (Comp)	4
Requests (Overtime)	5
Requests (Standby)	6
TDY	7
Working As	8
Details	9

Updated: 07.16.08

Updated: 07.16.08

The screenshot displays the Kronos software interface, specifically the calendar view for April 2019. The top navigation bar includes links for Dashboard, Calendar, Roster, My Info, People, and Reports. The calendar header shows the month of April 2019 and the current week (Weeks 5-53). The calendar grid shows a weekly layout with days of the week (Sun, Mon, Tue, Wed, Thu, Fri, Sat) and dates. Various shifts and events are displayed as colored blocks, including '1//CRA/...', '89 /.../C...', and '77 12.0...'. The interface is in English and shows a user profile 'DIEHL III, HENRY G. Sign Out'.

**KRONOS** Dashboard Calendar Roster My Info People Reports DIEHL III, HENRY G. Sign Out

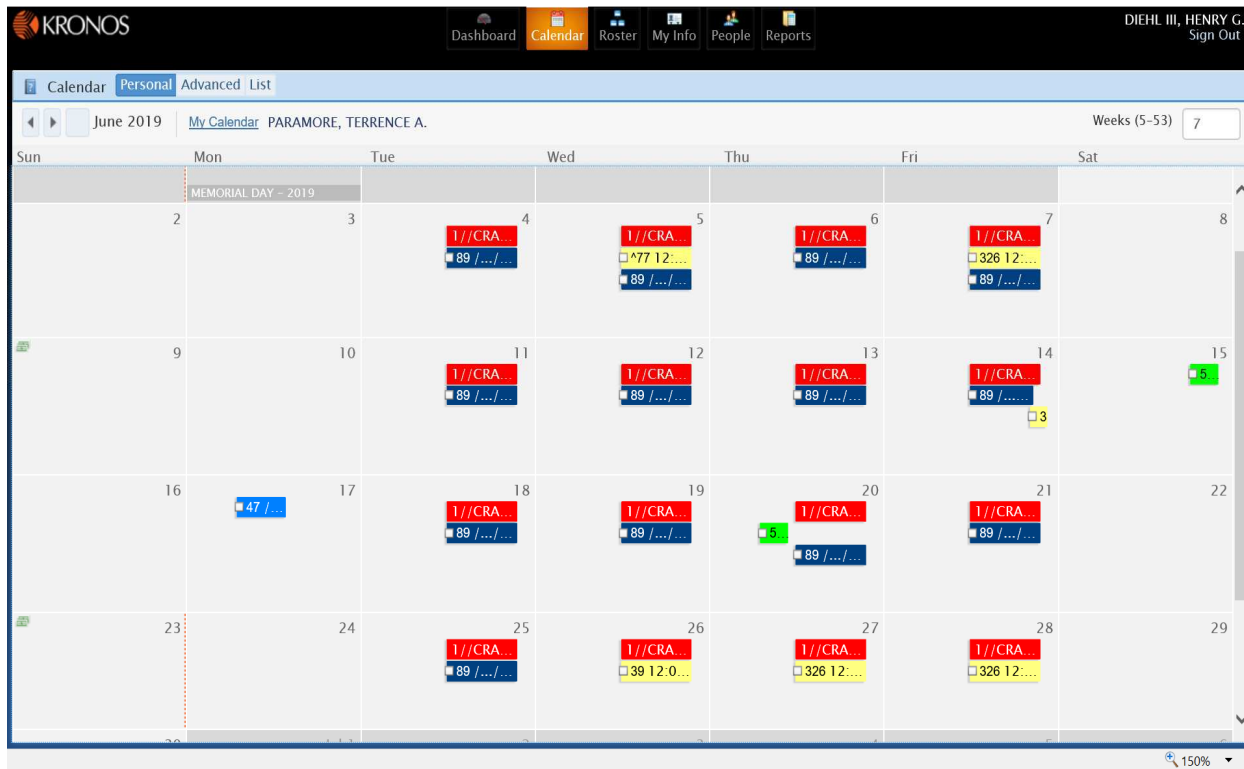
Calendar Personal Advanced List

◀ ▶ 📅 August 2018 [My Calendar](#) PARAMORE, TERRENCE A. Weeks (5-53) 7

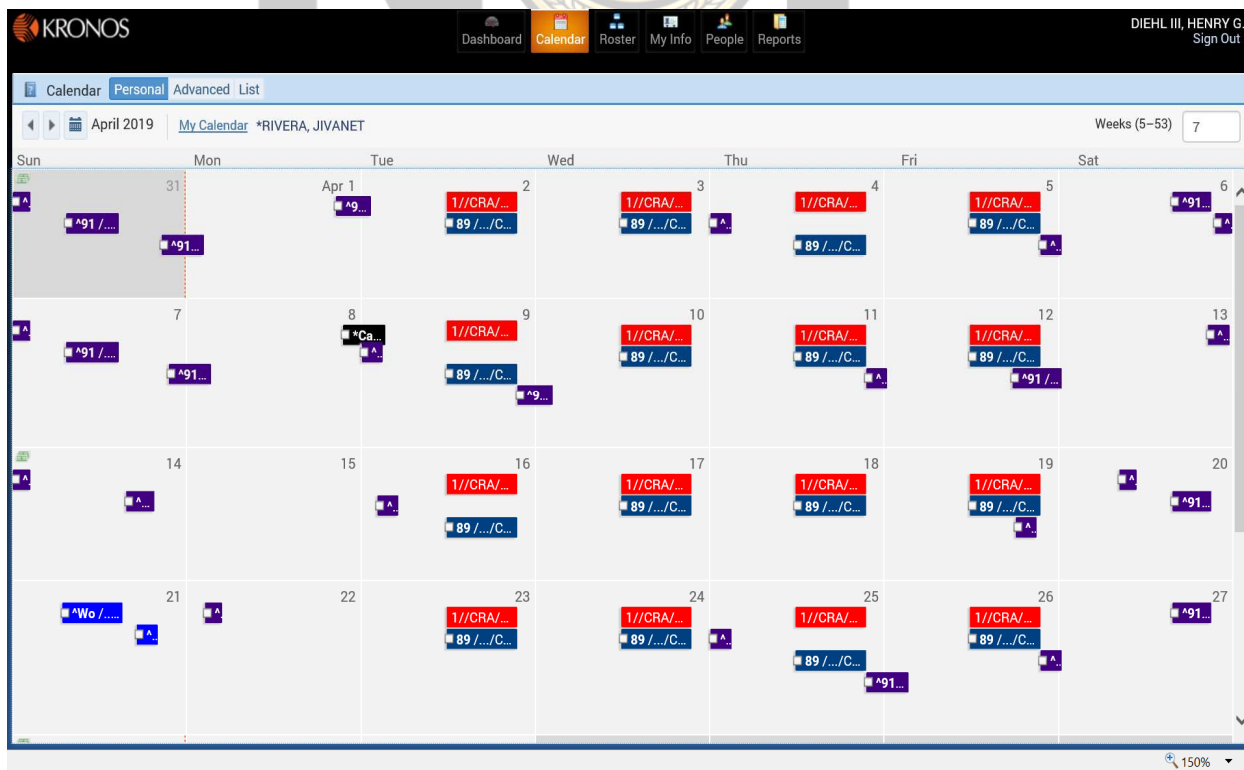
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		■ 89 /.../C...	■ 8... □ 3 ■ 8.	■ 89 /.../C...	■ 89 /.../C...	
5	6	7 1//CRA/... □ 326 12:0...	8 1//CRA/... ■ 89 /.../C...	9 1//CRA/... ■ 89 /.../C...	10 1//CRA/... ■ 89 /.../C...	11
12	13 ■ *92 /...	14 1//CRA/... ■ *92 /... □ 3... ■ 89 /...	15 1//CRA/... ■ 89 /.../C...	16 1//CRA/... ■ *92 /... □ 3... ■ 89 /...	17 1//CRA/... ■ 89 /.../C...	18
19 ■ *5	20	21 1//CRA/... ■ 89 /.../C...	22 1//CRA/... ■ *92 /... □ 3... ■ 89 /...	23 1//CRA/... ■ 89 /.../C...	24 1//CRA/... ■ 89 /.../C...	25
26	27	28 1//CRA/...	29 1//CRA/...	30 1//CRA/...	31 1//CRA/...	Sep 1

150%

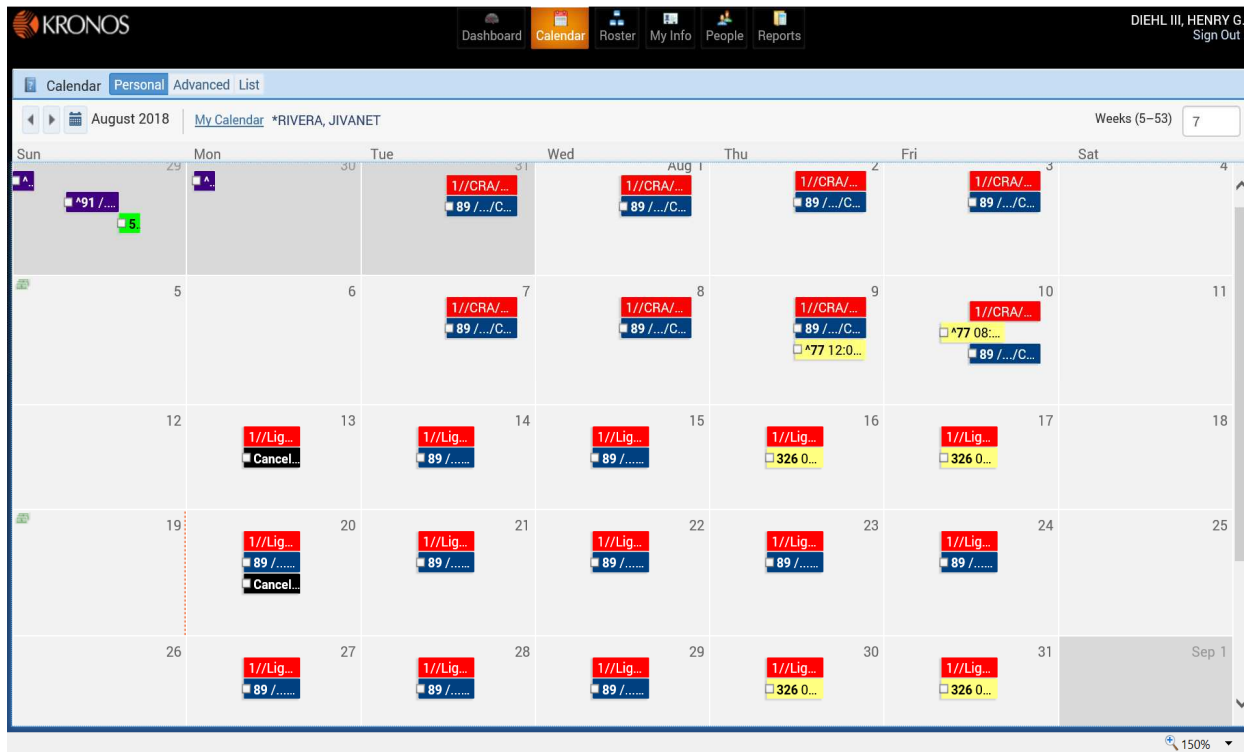
## Officer Paramore's Schedule during Rating Period – June 2019



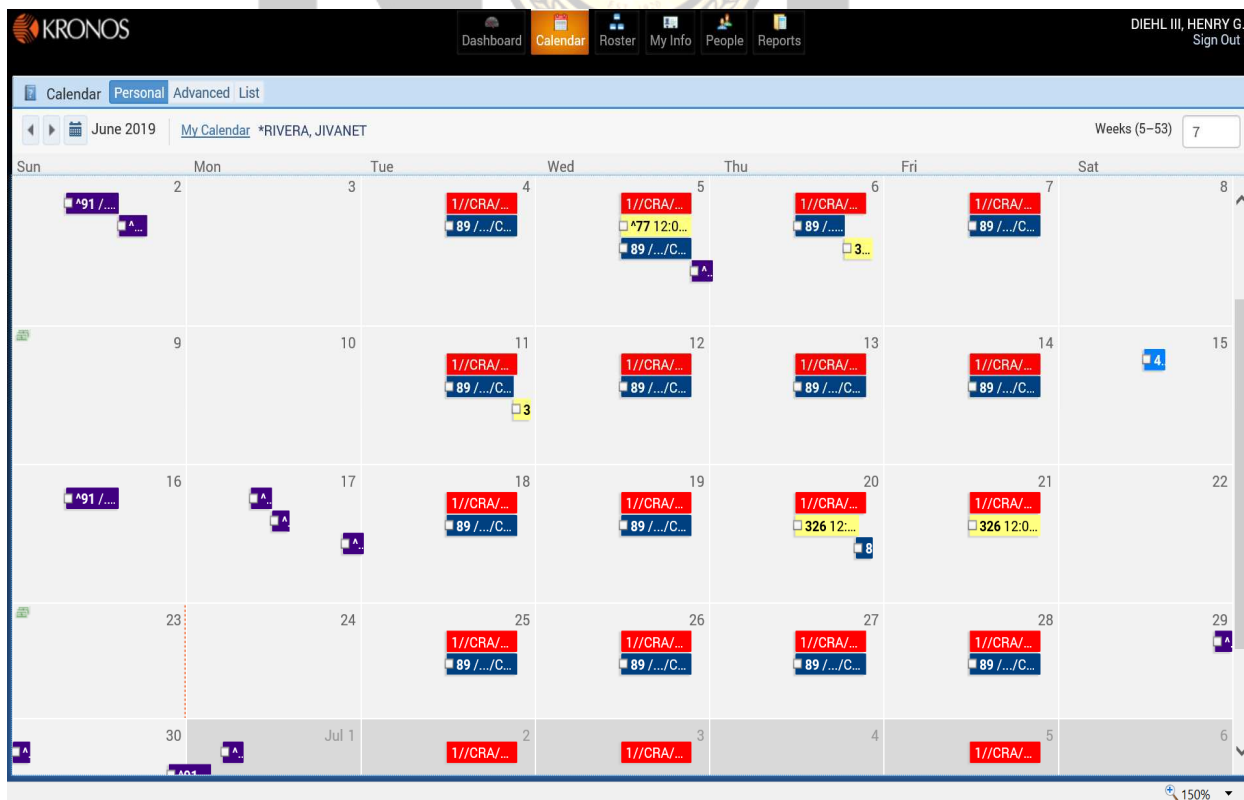
## Officer Rivera's Schedule during Rating Period – April 2019



## Officer Rivera's Schedule during Rating Period – May 2019

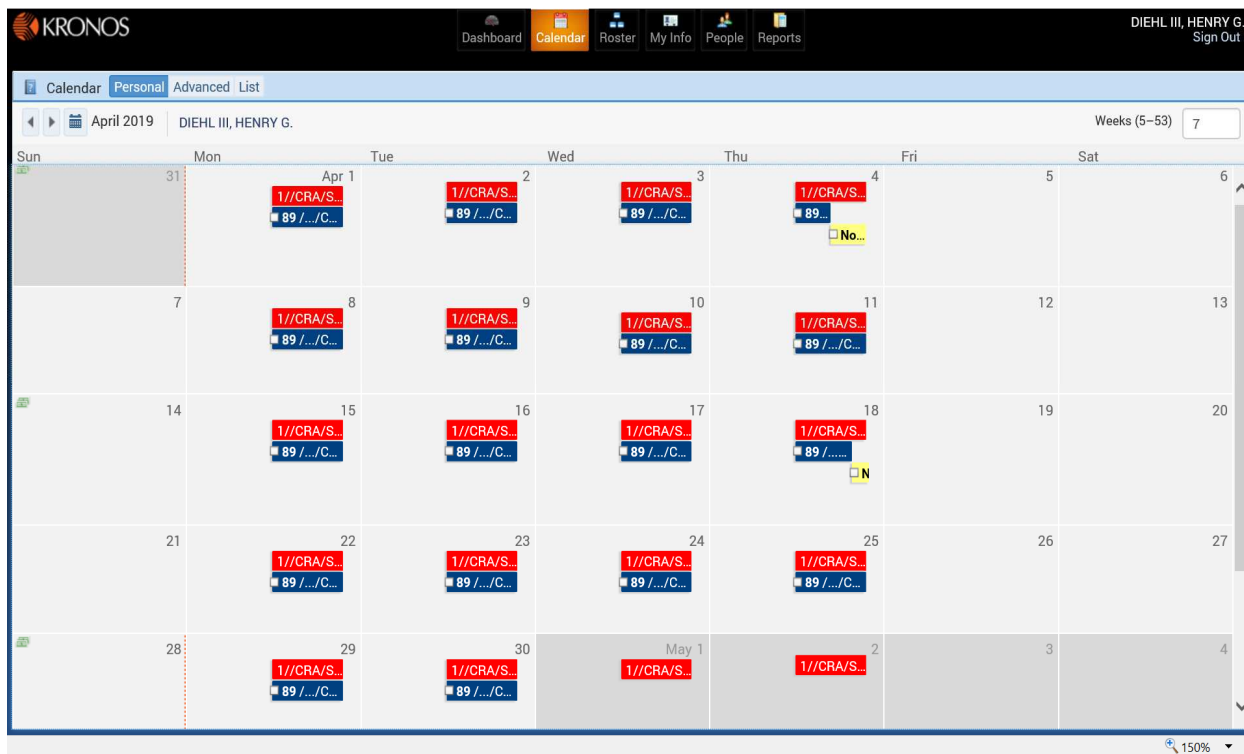


## Officer Rivera's Schedule during Rating Period – June 2019

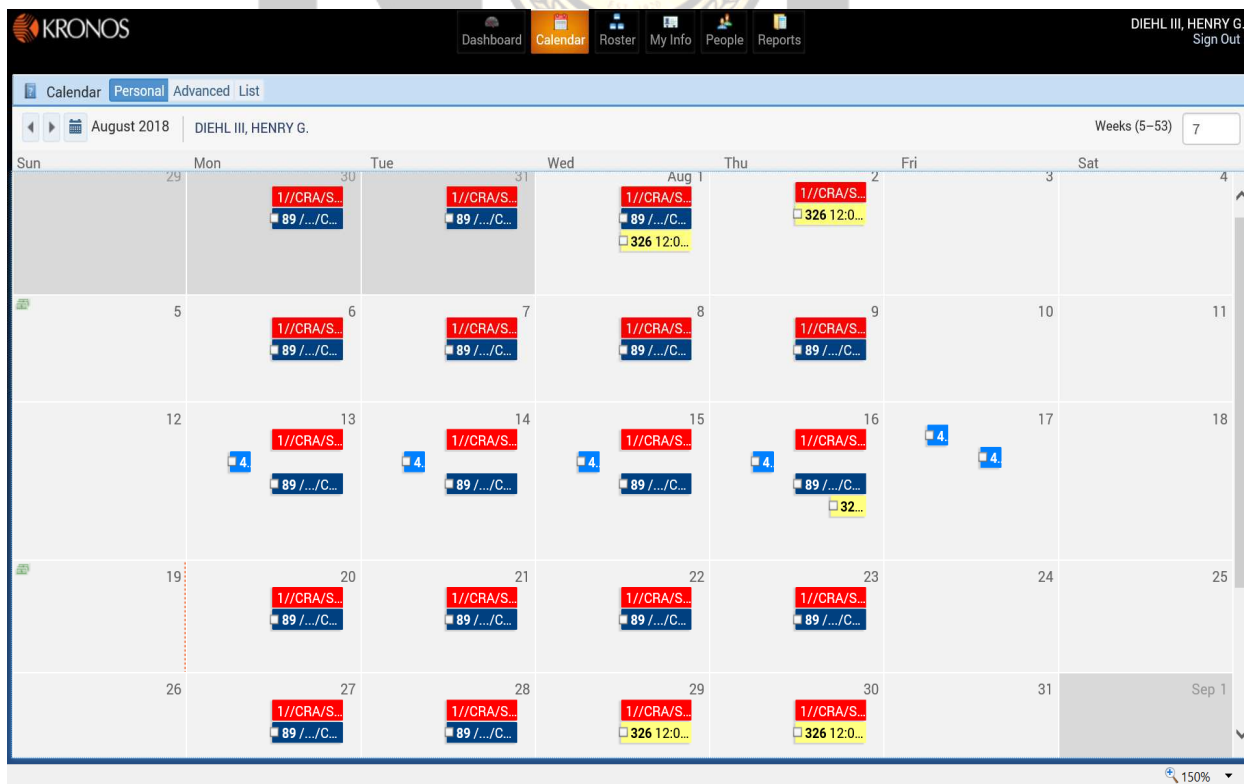




## Sergeant Diehl's Schedule during Rating Period – April 2019



## Sergeant Diehl's Schedule during Rating Period – May 2019



## Sergeant Diehl's Schedule during Rating Period – June 2019

KRONOS							DIEHL III, HENRY G. Sign Out	
Calendar Personal Advanced List								
June 2019 *DIEHL III, HENRY G.							Weeks (5-53) 7	
Sun	Mon	Tue	Wed	Thu	Fri	Sat		
	MEMORIAL DAY - 2019							
2	3 1//CRA/S... 89 /.../C...	4 1//CRA/S... 89 /.../C... 77 12:...	5 1//CRA/S... 89 /.../C...	6 1//CRA/S... 89 /.../C... N	7	8		
9	10 1//CRA/S... 89 /.../C...	11 1//CRA/S... 89 /.../C...	12 1//CRA/S... 89 /.../C...	13 1//CRA/S... 89 /.../C... N	14	15		
16	17 1//CRA/S... 89 /.../C...	18 1//CRA/S... 89 /.../C...	19 1//CRA/S... 89 /.../C...	20 1//CRA/S... 89 /.../C...	21	22		
23	24 1//CRA/S... 89 /.../C...	25 1//CRA/S... 89 /.../C...	26 1//CRA/S... 89 /.../C...	27 1//CRA/S... 89 /.../C...	28	29		
30	Jul 1 1//CRA/S...	2 1//CRA/S...	3 1//CRA/S...	4 89 /.../C...	5	6		



## **Heart of Boynton Criminal Statistics for Rating Period**

The following criminal statistics was gleaned from the Boynton Beach Police Department Records Management System (RMS); entitled Acuity/QED - *Web/Partner™*.

### ***APPENDIX B***



## **Neighborhood Officer Program S.M.A.R.T. Goals**

When setting goals it is very important to remember that the goals must be consistent with the mission statement of both the Boynton Beach Community Redevelopment Agency (CRA) and the Boynton Beach Police Department. As part of the essential criteria for the Neighborhood Officer Program is to create a **Specific, Measurable, Attainable, Realistic, and Timely** goal that the program wants to accomplish. The purpose of distributing CSI – SmartWater™ is to reduce burglaries and associated thefts, while simultaneously distracting trespassers and vandals from committing crimes.

During this quarter, the Neighborhood Officer Program collaborated with the Boynton Beach Police Department's Crime Prevention Unit to provide CSI – SmartWater™ to the residents and business owners of the Heart of Boynton. The distribution of FREE CSI – SmartWater™ Forensic Coding System/Packets was provided at community meetings and displayed at the Neighborhood Officer Program Office.

Our S.M.A.R.T. goal was to **increase** CSI – SmartWater™ presence in the Heart of Boynton in the 2<sup>nd</sup> Quarter of Fiscal Year 2018/19.

We successfully provided **0** FREE CSI – SmartWater™ Forensic Coding Packets to residents in the community – There is no difference in comparison of last quarter. The lack SmartWater™ Forensic Coding Packets proves hard to fulfill this S.M.A.R.T. goal.

## **Neighborhood Officer Program Expenditures**

The Neighborhood Officer Program utilized the following expenditures during this quarter.

**Other than salary and benefits for the officers assigned to the Neighborhood Officer Program; no other known expenditures were made during this rating period.**

The above was gleaned from the Boynton Beach Community Redevelopment Agency (CRA) – Office of Budget and Finance.





## **Neighborhood Officer Program Activity Log**

We continued our partnerships with our other community stakeholders – Heart of Boynton Community Association, Habitat for Humanity, Cub Scout – Pack #243, Boynton Beach Pathways to Prosperity, the Boynton Beach Coalition of Clergy and the Boynton Beach Community Redevelopment Agency (CRA).

### **April 2019**

**April 1<sup>st</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**April 1<sup>st</sup>** – Sergeant Diehl worked on the **Quarterly Report (2nd Quarter of FY 2018/19) for the Neighborhood Officer Program.**

**April 1<sup>st</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 1<sup>st</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 1<sup>st</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 1<sup>st</sup>** – Sergeant Diehl attended the **Heart of Boynton – Homeowner's Association Meeting** at Carolyn Sims Center.

**April 1<sup>st</sup>** – Sergeant Diehl facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center.**

**April 1<sup>st</sup>** – The Neighborhood Officer Program was mandated to participate in the **Boynton Beach Police Department – 100<sup>th</sup> Anniversary Static Display Photograph** at Intracoastal Park.

**April 1<sup>st</sup>** – Sergeant Diehl conducted one (1) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-017692.)

**April 1<sup>st</sup>** – Sergeant Diehl conducted one (1) separate extra patrol of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 1<sup>st</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 1<sup>st</sup>** – Sergeant Diehl conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 1<sup>st</sup>** – Sergeant Diehl conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 2<sup>nd</sup>** – Sergeant Diehl attended a meeting with Mr. David Taylor, of **Taylor Pneumatic Tool Company** and the **Chief of Police**; regarding his on-going feud with **the owner/operators of City Towing**.

**April 2<sup>nd</sup>** – Sergeant Diehl, Officer Paramore and Officer Rivera attended the **Cub Scout Pack #243** meeting at **Poinciana Elementary School**.

**April 2<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 2<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 2<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest, Boynton Beach, FL.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 2<sup>nd</sup>** – Sergeant Diehl worked on the **Quarterly Report (2nd Quarter of FY 2018/19)** for the **Neighborhood Officer Program**.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program facilitated with the **CRA Staff** to distribute door hangers in the **Heart of Boynton**. The door hangers are for up-coming *Community Meetings* regarding the “**Proposed Conceptual MLK Redevelopment Project.**”

**April 2<sup>nd</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 2<sup>nd</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-017904, 19-017924 and 19-019737.)

**April 2<sup>nd</sup>** – Sergeant Diehl and Officer Paramore assisted patrol operations regarding case number 19-017940 – **Shooting** – located at **Family Dollar**. **It should be noted that this incident occurred when Sergeant Diehl was inside Family Dollar on patrol.**

**April 2<sup>nd</sup>** – Sergeant Diehl was mandated to participate in the **Boynton Beach Police Department – 100<sup>th</sup> Anniversary Photograph session** at the Police Department.

**April 3<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL. It should be noted that although the trailer was operational; the LPR was off-line.

**April 3<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 3<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 3<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest, Boynton Beach, FL.

**April 3<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Galaxy Park** located at **301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL** – during this extra patrol several community interactions.

**April 3<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 3<sup>rd</sup>** – Officer Paramore assisted patrol operations regarding case number 19-018044 – **Police Assist** – located at **204 Lark Drive #M, Boynton Beach, FL.** Our assistance was requested after the **Officer Involved Shooting** (case number 19-018021.)



**April 3<sup>rd</sup> – Sergeant Diehl worked on the Quarterly Report (2nd Quarter of FY 2018/19) for the Neighborhood Officer Program.**

**April 3<sup>rd</sup> –** The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 3<sup>rd</sup> –** The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 3<sup>rd</sup> –** The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 3<sup>rd</sup> –** The Neighborhood Officer Program conducted one (1) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff and Police Administration**.

**April 3<sup>rd</sup> –** Sergeant Diehl assisted patrol operations regarding case number 19-018060 – **General Disturbance** – located at **LG Auto Sales** - 724 N. Federal Hwy., Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021)**.

**April 3<sup>rd</sup> –** The Neighborhood Officer Program facilitated **“Sweat/READ with a COP”** at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 3/18/2019) **an assortment of fruit snacks/etc. (totaling \$31.74)** – to be handed for the kids in attendance (as a snack).

**April 3<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-018109.)

**April 3<sup>rd</sup>** – Sergeant Diehl assisted patrol operations regarding case number 19-018065 – **Customer Disturbance** – located at **MetroPCS™** - 1600 N. Federal Hwy. #7, Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Officer Paramore assisted patrol operations regarding case number 19-018077 – **DCF/Elderly Abuse** – located in Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Sergeant Diehl assisted patrol operations regarding case number 19-018083 – **Police Assist (e.g. Family Dollar Shooting that occurred on 4/2)** – located at 137 NW 10<sup>th</sup> Avenue, Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Officer Paramore and Officer Rivera assisted patrol operations regarding case number 19-018053 – **Domestic Dispute** – located in Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Officer Rivera assisted patrol operations regarding case number 19-018034 – **Police Assist/Finance Run** – located in 3301 Quantum Blvd., Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Officer Rivera assisted patrol operations regarding case number 19-018040 – **Audible Alarm** – located in 4701 N. Congress Avenue, Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Sergeant Diehl and Officer Paramore assisted patrol operations regarding case number 19-018068 – **Reckless Driver/Traffic Crash (Arrest)** – located in 800 W. Boynton Beach Blvd., Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Officer Rivera assisted patrol operations regarding case number 19-018052 – **Audible Alarm** – located in 2023 Corporate Drive, Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Officer Rivera assisted patrol operations regarding case number 19-018075 – **Domestic Battery (Arrest)** – located in Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Sergeant Diehl assisted patrol operations regarding case number 19-018102 – **Suspicious Person** – located in 7-11<sup>TM</sup> located at 850 W. Gateway Blvd., Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Sergeant Diehl assisted patrol operations regarding case number 19-018103 – **Suspicious Incident** – located in Publix<sup>TM</sup> located at 1005 W. Gateway Blvd., Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Officer Paramore assisted patrol operations regarding case number 19-018036 – **Police Assist** – located at **City Towing**. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 3<sup>rd</sup>** – Sergeant Diehl assisted patrol operations regarding case number 19-018105 – **Suspicious Incident** – located at 2161 W. Woolbright Road, Boynton Beach, FL. Our assistance was requested after the **Officer Involved Shooting (case number 19-018021.)**

**April 4<sup>th</sup>** – Sergeant Diehl facilitated children at the **Galaxy Elementary** (morning) cross-walk – during this extra patrol several community interactions with local children. The extra police presence was at the request of **CRA Board Member Mack McCray**.

**April 4<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 4<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL. It should be noted that although the speed trailer was at the location; the LPR was off-line.

**April 4<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 4<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 4<sup>th</sup>** – Officer Rivera met with Ms. Shirley Aikens, daughter of Willie Aikens or President of the **Heart of Boynton Homeowner's Association**, in District II. Ms. Aikens provided perishable food to be distributed to families' in-need in the **Heart of Boynton/District II**.

**April 4<sup>th</sup>** – Officer Rivera facilitated/mentored one (1) child at Congress Middle School – a subsidy of **Boys in Blue Mentoring Program**.

**April 4<sup>th</sup>** – The Neighborhood Officer Program attended the **Community Redevelopment Agency – Advisory Board (CRAAB) Meeting** at Intracoastal Park.

**April 4<sup>th</sup>** – Officer Paramore and Officer Rivera was mandated to participate in the **Boynton Beach Police Department – 100<sup>th</sup> Anniversary Photograph session** at the Police Department.

**April 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 4<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 4<sup>th</sup>** – Sergeant Diehl worked on the **Quarterly Report (2<sup>nd</sup> Quarter of FY 2018/19)** for the **Neighborhood Officer Program**.

**April 4<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.



**April 4<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Ms. Aikens) within the **Heart of Boynton/District II – six (6) families provided for.**

**April 4<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-018212, 19-018274, and 19-018325.)

**April 5<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 5<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-018528 and 19-018533.)

**April 5<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 5<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 5<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 N. Seacrest Blvd., Boynton Beach, FL.

**April 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 5<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 5<sup>th</sup>** – Officer Rivera baked/donated cupcakes to the children at **A Step Above Early Learning Center** – for the Spring season.

**April 5<sup>th</sup>** – Officer Rivera baked/donated cupcakes to the children at **Burk's Early Learning Center** – for the Spring season.

**April 6<sup>th</sup>** – Sergeant Diehl, in partnership with the **Cub Scout Pack #243**, participated in the “**Boynton Beach Earth Day 2019**” event hosted by the *City of Boynton Beach* – located at **Intracoastal Park 2240 N. Federal Highway, Boynton Beach, FL**. Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**April 8<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 8<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 8<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the trailer was operational; the LPR was off-line.

**April 8<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 8<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 8<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 8<sup>th</sup>** – Sergeant Diehl facilitated children at the **Galaxy Elementary** (morning) cross-walk – during this extra patrol several community interactions with local children. The extra police presence was at the request of **CRA Board Member Mack McCray**.

**April 8<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-019008 and 19-019069.)

**April 8<sup>th</sup>** – Sergeant Diehl worked on the **Quarterly Report (2nd Quarter of FY 2018/19) for the Neighborhood Officer Program**.

**April 8<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During the one extra patrol – the lot was being cleared of overgrown foliage (photo taken.)

**April 8<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 8<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 8<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 8<sup>th</sup>** – Officer Paramore attended **SWAT Training**.

**April 8<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**April 8<sup>th</sup>** – Sergeant Diehl facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 8<sup>th</sup>** – Sergeant Diehl attended the **Heart of Boynton – Homeowner’s Association Meeting** at Carolyn Sims Center.

**April 9<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 9<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 9<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the trailer was operational; the LPR was off-line.

**April 9<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 9<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 9<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 9<sup>th</sup>** – The Neighborhood Officer Program attended the **Community Redevelopment Agency (CRA) Board Meeting** at Intracoastal Park.



**April 9<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 9<sup>th</sup>** – **Sergeant Diehl completed/sent the Neighborhood Officer Program Quarterly Report (2<sup>nd</sup> Quarter of FY 2018/19).**

**April 9<sup>th</sup>** – Officer Paramore attended **SWAT Training**.

**April 9<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 9<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration**. During our patrol(s) several community interactions were conducted.

**April 9<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 9<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 9<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-19303 and 19-19327.)

**April 9<sup>th</sup>** – Officer Rivera baked/donated cupcakes to the children at **Burk’s Early Learning Center.**

**February 9<sup>th</sup>** – Officer Rivera baked/donated cupcakes to the children at **A Step Above Early Learning Center.**

**April 10<sup>th</sup>** – Officer Paramore attended **SWAT Training.**

**April 10<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 10<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL. It should be noted that although the trailer was operational; the LPR was off-line.

**April 10<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 10<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 10<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration.**

**April 10<sup>th</sup>** – Officer Rivera met with Ms. Shirley Aikens, daughter of Willie Aikens or President of the **Heart of Boynton Homeowner’s Association**, in District II. Ms. Aikens provided perishable food to be distributed to families’ in-need in the **Heart of Boynton/District II.**

**April 10<sup>th</sup>** – The Neighborhood Officer Program facilitated the *owners/operators* of the property located at **480 E. Ocean Avenue** with renewing their *trespass agreement* with the **Boynton Beach Police Department** (reference our case number **19-018546.**)

**April 10<sup>th</sup>** – The Neighborhood Officer Program facilitated “**Sweat/READ with a COP**” at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 3/18/2019) **an assortment of fruit snacks/etc. (totaling \$31.74)** – to be handed for the kids in attendance (as a snack).

**April 10<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 10<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 10<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 10<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 10<sup>th</sup>** – Officer Rivera assisted patrol operations regarding case number 19-019443 – **Panhandler** – located at 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 10<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Ms. Aikens) within the **Heart of Boynton/District II – five (5) families provided for.**

**April 10<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-019463 and 19-019509.)

**April 10<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 11<sup>th</sup>** – Officer Paramore attended **SWAT Training**.

**April 11<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 11<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 11<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 11<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 11<sup>th</sup>** – Officer Rivera facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 11<sup>th</sup>** – Officer Rivera facilitated/mentored one (1) child at Congress Middle School – a subsidy of **Boys in Blue Mentoring Program**.

**April 11<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 11<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 11<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 11<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 11<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 11<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-019675.)



**April 12<sup>th</sup>** – Sergeant Diehl facilitated the **Heart of Boynton – Fish Fry Fundraiser** at 201 NE 6<sup>th</sup> Avenue, Boynton Beach, FL – during this fundraiser several community interactions were made. In addition, Sergeant Diehl **purchased/donated condiments, aluminum wrap, soy oil, and loaves of bread** (purchased on 4/8 - \$50.00).

**April 13<sup>th</sup>** – Sergeant Diehl and Officer Rivera attended the “**Rock the Plaza**” event hosted by *Boynton Beach Community Redevelopment Agency (CRA)* – located at **640 E. Ocean Avenue, Boynton Beach, FL**. Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**April 15<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 15<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 15<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 15<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 15<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 15<sup>th</sup>** – Sergeant Diehl facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 15<sup>th</sup>** – Sergeant Diehl attended the **Palm Beach Leisureville – Homeowner’s Association Meeting** at Clubhouse #2 – 1800 SW Congress Blvd., Boynton Beach, FL

**April 15<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-020529 and 19-020583.)

**April 15<sup>th</sup>** – Sergeant Diehl assisted patrol operations regarding case number 19-020545 – **Fight/Physical Altercation** – located at 1611 N. Seacrest Blvd., Boynton Beach, FL.

**April 15<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 15<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 15<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 15<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**April 15<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 16<sup>th</sup>** – The Neighborhood Officer Program attended the **Cub Scout Pack #243** meeting at **Poinciana Elementary School**. During this meeting the **NOP** facilitated an **Egg Hunt**; which was later aired on **CBS/Channel 12 News**.

**April 16<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 16<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored eastbound traffic in the 500 W. Boynton Beach Blvd., Boynton Beach, FL.

**April 16<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 16<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-020725, 19-020764, and 19-020793.)

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 16<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Cherry Hill Mini-Mart** located at 1213 NW 4<sup>th</sup> Street, Boynton Beach, FL.

**April 17<sup>th</sup>** – The Neighborhood Officer Program conducted four (4) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-020888, 19-020919, 19-020957, and 19-020991.)

**April 17<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner’s Association**, in District II. Mr. Aikens provided perishable food to be distributed to families’ in-need in the **Heart of Boynton/District II**.

**April 17<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 17<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 17<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 17<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 17<sup>th</sup>** – The Neighborhood Officer Program facilitated “**Sweat/READ with a COP**” at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 3/18/2019) **an assortment of fruit snacks/etc. (totaling \$31.74)** – to be handed for the kids in attendance (as a snack).



**April 17<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II – three (3) families provided for.**

**April 17<sup>th</sup>** – Sergeant Diehl assisted patrol operations regarding case number 19-021010 – **Pursuit (CRT)** – located at 551 NW 11<sup>th</sup> Avenue, Boynton Beach, FL.

**April 17<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 17<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 17<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1, Speed Measurement Trailer #2 and Mobile License Plate Reader**; however, these LPR's were off-line.

**April 17<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 18<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 18<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 18<sup>th</sup>** – Officer Rivera baked/donated cupcakes to the children at **Burk's Early Learning Center** – for the Spring season.

**April 18<sup>th</sup>** – The Neighborhood Officer Program conducted four (4) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-021168, 19-021178, 19-021185 and 19-021219.)

**April 18<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2**; however, this LPR was off-line.

**April 18<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 18<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 18<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 18<sup>th</sup>** – Officer Paramore and Officer Rivera assisted patrol operations regarding case number 19-021180 – **Suspicious Incident (selling alcohol to underage children)** – located at **Family Dollar** – 100 NE 10<sup>th</sup> Avenue, Boynton Beach, FL.

**April 18<sup>th</sup>** – Officer Paramore assisted patrol operations regarding case number 19-021197 – **Traffic Stop** – located at 130 NE 10<sup>th</sup> Avenue, Boynton Beach, FL.

**April 18<sup>th</sup>** – Officer Rivera baked/donated cupcakes to the children at **A Step Above Early Learning Center** – for the Spring season.

**April 18<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**April 18<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 18<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 18<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 18<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 18<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 19<sup>th</sup>** – Officer Rivera logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 19<sup>th</sup>** – Officer Rivera facilitated **Child Mentoring** at the **Congress Middle School**; as part of the **Boys in Blue** program.

**April 19<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-021373.)

**April 19<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #2**; however, this LPR was off-line.

**April 19<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 19<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 19<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 19<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 19<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 19<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 block of NE 13<sup>th</sup> Avenue, Boynton Beach, FL.

**April 19<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 19<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 19<sup>th</sup>** – Officer Rivera assisted patrol operations regarding case number 19-021346 – **Extra Patrol** – located at **Cherry Hill Mini-Mart** 1213 NW 4<sup>th</sup> Street, Boynton Beach, FL.

**April 22<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 22<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 block of NW 4<sup>th</sup> Street, Boynton Beach, FL.

**April 22<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 22<sup>nd</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 22<sup>nd</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 22<sup>nd</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.



**April 22<sup>nd</sup>** – Sergeant Diehl facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 22<sup>nd</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 22<sup>nd</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 22<sup>nd</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 22<sup>nd</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 22<sup>nd</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**April 22<sup>nd</sup>** – Sergeant Diehl conducted one (1) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-022085 and 19-022119.)

**April 22<sup>nd</sup>** – Sergeant Diehl assisted patrol operations regarding case number 19-022062 – **Suspicious Person (individual in front of school disrobing)** – located at **Poinciana Elementary** – 1203 N. Seacrest Blvd., Boynton Beach, FL.

**April 22<sup>nd</sup>** – Sergeant Diehl met by **Chief Michael Gregory** at the **Carolyn Sims Center**.

**April 23<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program conducted two (2) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program attended the **Cub Scout Pack #243** meeting at **Poinciana Elementary School**.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-022240, 19-022290, and 19-022297.)

**April 23<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 23<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 NW 4<sup>th</sup> Street, Boynton Beach, FL.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 23<sup>rd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 23<sup>rd</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**April 23rd** – Officer Paramore assisted patrol operations regarding case number 19-022229 – **Residential Burglary (in-progress)** – located at Poinciana Elementary 429 NW 12<sup>th</sup> Avenue, Boynton Beach, FL.

**April 24<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in District II. Mr. Aikens provided perishable food to be distributed to families' in-need in the **Heart of Boynton/District II**.

**April 24<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 24<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 24<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 NW 4<sup>th</sup> Street, Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**April 24<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 24<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-022443, 19-022484, and 19-022487.)

**April 24<sup>th</sup>** – The Neighborhood Officer Program facilitated “**Sweat/READ with a COP**” at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 3/18/2019) **an assortment of fruit snacks/etc. (totaling \$31.74)** – to be handed for the kids in attendance (as a snack).

**April 24<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 24<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 24<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 24<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 24<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 24<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II** – **four (4) families provided for.**



**April 24<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**April 24<sup>th</sup>** – Officer Rivera assisted detective/support operations regarding case number 19-020759 – **Police Assist (Photo-Line-up)** – located at 1017 N. Federal Highway, Boynton Beach, FL.

**April 24<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 25<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 25<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 NW 4<sup>th</sup> Street, Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**April 25<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 25<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 25<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-022694, 19-022701 and 19-022730.)

**April 25<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 25<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 25<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 25<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 25<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 25<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 25<sup>th</sup>** – The **Neighborhood Officer Program** attended the “**Early Childhood Leadership Committee Meeting**” – hosted by **Bridges of Boynton Beach** located at **Forest Park Elementary School** and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

**April 25<sup>th</sup>** – Sergeant Diehl attended the “**MLK Redevelopment Project – Community Meeting**” – located at *Ezell Hester Center*.

**April 25<sup>th</sup>** – Officer Rivera facilitated **Child Mentoring** at the **Congress Middle School**; as part of the **Boys in Blue** program.

**April 25<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**April 25<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 25<sup>th</sup>** – Officer Rivera facilitated **Child Tutoring/Homework Help** at the **Carolyn Sims Center**.

**April 26<sup>th</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 26<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 26<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-022896 and 19-022905.)

**April 26<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 26<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 NW 4<sup>th</sup> Street, Boynton Beach, FL.

**April 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 27<sup>th</sup>** – The **Neighborhood Officer Program** facilitated a “**Kindergarten Jump Start**” – hosted by **Bridges of Boynton Beach**. The event was held at *St. John’s Church* and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

**April 29<sup>th</sup>** – Officer Rivera completed “**Police Mountain Bicycle Training Course**” training hosted at the Palm Beach County Sheriff’s Office.

**April 29<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 29<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 block of NW 4<sup>th</sup> Street, Boynton Beach, FL.

**April 29<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 29<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 29<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the **Habitat for Humanity Homes** in the **1118 NE 2<sup>nd</sup> Street** – our attendance was requested by **Habitat for Humanity Staff** and **Police Administration**.

**April 29<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 29<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.



**April 29<sup>th</sup>** – Sergeant Diehl facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 29<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 29<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 29<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 29<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**April 29<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-023519 and 19-023581.)

**April 29<sup>th</sup>** – Sergeant Diehl attended the **“MLK Redevelopment Project – Community Meeting”** – located at **Carolyn Sims Center**.

**April 30<sup>th</sup>** – The **Neighborhood Officer Program** attended the **Habitat for Humanity** sponsored “**Home Dedication and Reception**” at 1118 NE 2<sup>nd</sup> Street, Boynton Beach, FL. In addition, during this reception we endeavored to build bridges of cooperation and trust between law enforcement and our next generation of leaders.

**April 30<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**April 30<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**April 30<sup>th</sup>** – Officer Rivera completed “**Police Mountain Bicycle Training Course**” training hosted at the Palm Beach County Sheriff’s Office.

**April 30<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**April 30<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 30<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-023714, 19-023759 and 19-023827.)

**April 30<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**April 30<sup>th</sup>** – The Neighborhood Officer Program attended the **Cub Scout Pack #243** meeting at **Poinciana Elementary School**.

**April 30<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**April 30<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 NW 4<sup>th</sup> Street, Boynton Beach, FL.

**April 30<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**April 30<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**April 30<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**April 30<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**April 30<sup>th</sup>** – The Neighborhood Officer Program attended the **East Boynton Wild Cats Football practice** at **Ezell Hester Center**. The NOP offered words of advice on avoiding criminal activity.

## **May 2019**

**May 1<sup>st</sup>** – Officer Rivera completed **“Police Mountain Bicycle Training Course”** training hosted at the Palm Beach County Sheriff’s Office.

**May 1<sup>st</sup>** – Sergeant Diehl met with Shirley Aikens, daughter of Willie Aikens or President of the **Heart of Boynton Homeowner’s Association**, in District II. Ms. Aikens provided perishable food to be distributed to families’ in-need in the **Heart of Boynton/District II**.

**May 1<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 1<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 1<sup>st</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 1<sup>st</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 1<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-024040.)

**May 1<sup>st</sup>** – The Neighborhood Officer Program facilitated “**Sweat/READ with a COP**” at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 4/28/2019) **an assortment of fruit snacks/etc. (totaling \$21.58)** – to be handed for the kids in attendance (as a snack).

**May 1<sup>st</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 1<sup>st</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 1<sup>st</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 1<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 1<sup>st</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 NW 4<sup>th</sup> Street, Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 1<sup>st</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Ms. Aikens) within the **Heart of Boynton/District II** – **three (3) families provided for.**



**May 1<sup>st</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 2<sup>nd</sup>** – Officer Rivera completed “**Police Mountain Bicycle Training Course**” training hosted at the Palm Beach County Sheriff’s Office.

**May 2<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 2<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 300 NW 4<sup>th</sup> Street, Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 2<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 2<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 2<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration.**

**May 2<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.** During our patrol(s) several community interactions were conducted – (reference our case number 19-024202 and 19-024232.)

**May 2<sup>nd</sup>** – The Neighborhood Officer Program attended the **Community Redevelopment Agency – Advisory Board (CRAAB) Meeting** at Intracoastal Park.

**May 2<sup>nd</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 2<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 2<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 2<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 2<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 2<sup>nd</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 3<sup>rd</sup>** – Officer Rivera completed **“Police Mountain Bicycle Training Course”** training hosted at the Palm Beach County Sheriff’s Office.

**May 3<sup>rd</sup>** – Officer Paramore facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 3<sup>rd</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 3<sup>rd</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 3<sup>rd</sup>** – Officer Paramore conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 3<sup>rd</sup>** – Officer Paramore conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 3<sup>rd</sup>** – Officer Paramore conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 3<sup>rd</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL.

**May 3<sup>rd</sup>** – Officer Paramore conducted one (1) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-024362.)

**May 3<sup>rd</sup>** – Officer Paramore conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 6<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 6<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL.

**May 6<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 6<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 6<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 6<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 6<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 6<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-025056 and 19-025114.)

**May 6<sup>th</sup>** – Sergeant Diehl attended the **Heart of Boynton – Homeowner’s Association Meeting** at Carolyn Sims Center.

**May 6<sup>th</sup>** – Sergeant Diehl facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 6<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 6<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 6<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 7<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 7<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 7<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help/Tutoring** at the **Carolyn Sims Center**.



**May 7<sup>th</sup>** – The Neighborhood Officer Program attended the **Cub Scout Pack #243** meeting at **Poinciana Elementary School**.

**May 7<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 7<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 7<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 7<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 7<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) extra patrols of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**May 7<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-025236, 19-025275 and 19-025297.)

**May 7<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 7<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 7<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 8<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 8<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 8<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 8<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in District II. Mr. Aikens provided perishable food to be distributed to families' in-need in the **Heart of Boynton/District II**.

**May 8<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-025404, 19-025434, and 19-025463.)

**May 8<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 8<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 8<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 8<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 8<sup>th</sup>** – The Neighborhood Officer Program facilitated **“Sweat/READ with a COP”** at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 4/28/2019) **an assortment of fruit snacks/etc. (totaling \$21.58)** – to be handed for the kids in attendance (as a snack).

**May 8<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II – six (6) families provided for.**

**May 8<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 8<sup>th</sup>** – Officer Rivera completed “**Sovereign Citizen**” training.

**May 8<sup>th</sup>** – Officer Paramore attended a **SWAT Operation**.

**May 8<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 8<sup>th</sup>**– The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 9<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 9<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 9<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-025592 and 19-025633.)

**May 9<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 9<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 9<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 9<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 9<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 9<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 9<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.



**May 9<sup>th</sup>** – Sergeant Diehl was honored by being nominated for the **ASIS International® Community Policing Award**; during their annual meeting. The **Annual ASIS Law Enforcement Officer Awards** honored the extraordinary efforts of select law enforcement personnel who have demonstrated professional excellence in service to their community.

**May 10<sup>th</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 10<sup>th</sup>** – Officer Paramore conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 10<sup>th</sup>** – Officer Paramore conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 10<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 10<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 10<sup>th</sup>** – Officer Paramore conducted one (1) separate extra patrol of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 10<sup>th</sup>** – Officer Paramore facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 10<sup>th</sup>** – Officer Paramore conducted one (1) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-025824.)

**May 10<sup>th</sup>** – Officer Paramore conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 10<sup>th</sup>** – Officer Paramore conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 13<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 13<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL.

**May 13<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 13<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 13<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 13<sup>th</sup>** – Sergeant Diehl facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 13<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-026425 and 19-026471.)

**May 13<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 13<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 13<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 13<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 13<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 14<sup>th</sup>** – The Neighborhood Officer Program attended the **Community Redevelopment Agency (CRA) Board Meeting** at Intracoastal Park.

**May 14<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help/Tutoring** at the **Carolyn Sims Center**.

**May 14<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 14<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 14<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 14<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 14<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 14<sup>th</sup>** – Officer Paramore attended a **SWAT Operation**.

**May 14<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-026611, 19-026617 and 19-026643.)

**May 14<sup>th</sup>** – The **Neighborhood Officer Program** facilitated a “**Carvel with a COP.**” The event was held at *the Carvel (121 N. Congress Avenue)* and was in collaboration with the **Crime Prevention Unit.**

**May 14<sup>th</sup>** – The Neighborhood Officer Program attended the **Cub Scout Pack #243** meeting at **Poinciana Elementary School.** This was their final meeting for this school year. In addition, Officer Rivera baked/donated cupcakes for this meeting.

**May 14<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL.

**May 14<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 14<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration.**

**May 14<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.** During our patrol(s) several community interactions were conducted.

**May 15<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 15<sup>th</sup>** – Sergeant Diehl facilitated children at the **Galaxy Elementary** (morning) cross-walk – during this extra patrol several community interactions with local children. The extra police presence was at the request of **CRA Board Member Mack McCray.**



**May 15<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in District II. Mr. Aikens stated that the food bank was low on food this week – there will be no food delivery this week.

**May 15<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-026768 and 19-026822.)

**May 15<sup>th</sup>** – Officer Paramore attended a **SWAT training**.

**May 15<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 15<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 15<sup>th</sup>** – The Neighborhood Officer Program facilitated **“Sweat/READ with a COP”** at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 4/28/2019) **an assortment of fruit snacks/etc.** **(totaling \$21.58)** – to be handed for the kids in attendance (as a snack).

**May 15<sup>th</sup>** – The **Neighborhood Officer Program** facilitated a “**Things That GO Fair.**” The event was held at *Poinciana Elementary* and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

**May 15<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 15<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 15<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 15<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 15<sup>th</sup>**– The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 15<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 15<sup>th</sup>** – Officer Rivera attended the Boynton Beach Police Department’s “**Police Memorial Ceremony.**”

**May 16<sup>th</sup>** – The Neighborhood Officer Program participated in the end of the school year “**Ice Cream Party**” held at *Congress Middle School*. Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**May 16<sup>th</sup>** – Officer Rivera logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**May 16<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 16<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-026973.)

**May 16<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 16<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 16<sup>th</sup>** – Officer Rivera facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**. In addition, child mentoring was conducted at **Congress Middle School**.

**May 17<sup>th</sup>** – The Neighborhood Officer Program participated in “**Career Day**” held at *Citrus Cove Elementary*. Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**May 17<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-027147.)

**May 17<sup>th</sup>** – Officer Rivera logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**May 17<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 17<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 17<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 17<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 17<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 17<sup>th</sup>** – Officer Rivera facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 18<sup>th</sup>** – Sergeant Diehl participated in the City of Boynton Beach **“2019 Hurricane Preparedness.”** The event was held at *the Boynton Beach Mall* and was in collaboration with the **Crime Prevention Unit**.

**May 18<sup>th</sup>** – The **Neighborhood Officer Program** facilitated a “**Swim with a COP.**” The event was held at *Denson Pool* and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community.

**May 18<sup>th</sup>** – Sergeant Diehl participated in the “**Art Walk and Block Party**” event hosted by *Boynton Beach Community Redevelopment Agency (CRA)* and the *Boynton Beach Art District (BBAD)* – located at **410 W. Industrial Avenue, Boynton Beach, FL.** Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**May 20<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR’s were off-line.

**May 20<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon.** During our patrol(s) several community interactions were conducted.

**May 20<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 20<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon.** During our patrol(s) several community interactions were conducted.

**May 20<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration.** During our patrol(s) several community interactions were conducted – (reference our case number 19-0276977 and 19-027764.)



**May 20<sup>th</sup>** – Sergeant Diehl attended a “**Community Meeting**” – hosted by **Healthier Boynton Beach**. The event was located at *Carolyn Sims Center*.

**May 20<sup>th</sup>** – Sergeant Diehl facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 20<sup>th</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 20<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 20<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 20<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 20<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 21<sup>st</sup>** – The Neighborhood Officer Program conducted two (2) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 21<sup>st</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help/Tutoring** at the **Carolyn Sims Center**.

**May 21<sup>st</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 21<sup>st</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**May 21<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 21<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 21<sup>st</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 21<sup>st</sup>** – The Neighborhood Officer Program conducted two (2) extra patrols of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**May 21<sup>st</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-027848, 19-027908 and 19-027923.)

**May 21<sup>st</sup>** – The Neighborhood Officer Program participated in “**Career Day**” held at *Freedom Shores Elementary*. Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**May 21<sup>st</sup>** – Sergeant Diehl facilitated children at the **Galaxy Elementary** (morning) cross-walk – during this extra patrol several community interactions with local children. The extra police presence was at the request of **CRA Board Member Mack McCray**.

**May 21<sup>st</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 21<sup>st</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 21<sup>st</sup>** – Officer Paramore attended a **SWAT training**.

**May 21<sup>st</sup>** – Officer Rivera assisted patrol operations regarding case number 19-027904 – **Traffic Crash (language translation)** – located at 4700 N. Congress Avenue, Boynton Beach, FL.

**May 21<sup>st</sup>** – Sergeant Diehl provided a taped statement regarding to case number 19-021010 – **Pursuit (CRT)** – located at 551 NW 11<sup>th</sup> Avenue, Boynton Beach, FL.

**May 22<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 22<sup>nd</sup>** – Officers from the **Neighborhood Officer Program** and the **Crime Prevention Unit** conducted bicycle patrol in the CRA District. Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**May 22<sup>nd</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-028089, 19-028134 and 19-028170.)

**May 22<sup>nd</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in District II. Mr. Aikens provided perishable food to be distributed to families' in-need in the **Heart of Boynton/District II**.

**May 22<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 22<sup>nd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 22<sup>nd</sup>** – The Neighborhood Officer Program facilitated “**Sweat/READ with a COP**” at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 4/28/2019) **an assortment of fruit snacks/etc. (totaling \$21.58)** – to be handed for the kids in attendance (as a snack).

**May 22<sup>nd</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II – six (6) families provided for.**

**May 22<sup>nd</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 22<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**May 22<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 22<sup>nd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 22<sup>nd</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**May 22<sup>nd</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 23<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**May 23<sup>rd</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.



**May 23<sup>rd</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-028302, 19-028316 and 19-028319.)

**May 23<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 23<sup>rd</sup>** – The Neighborhood Officer Program conducted two (2) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 23<sup>rd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 23<sup>rd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 23<sup>rd</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 23<sup>rd</sup>** – Sergeant Diehl assisted children at **Poinciana Elementary** (after school) traffic parent pick-up loop and crosswalk – I positioned myself in front of Carolyn Sims Center; to monitor the traffic exiting the loop and ensure the children crossing are safe from cross traffic.

**May 23<sup>rd</sup>** – Officer Rivera mentored children at **Congress Middle School** – via the **Boys in Blue Community Outreach Program**.

**May 23<sup>rd</sup>** – Officer Paramore assisted patrol operations regarding case number 19-028343 – **Warrant Arrest (combative subject was attempting to kick out window of PD vehicle)** – located at 500 W. Gateway Blvd., Boynton Beach, FL.

**May 23<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 NE 13<sup>th</sup> Avenue, Boynton Beach, FL.

**May 23<sup>rd</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 24<sup>th</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**May 24<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 24<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 24<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-028470 and 19-028480.)

**May 24<sup>th</sup>** – The Neighborhood Officer Program participated in “**Career Day**” held at *Rolling Green Elementary*. Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**May 24<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 24<sup>th</sup>** – Officer Paramore and Officer Rivera assisted patrol operations regarding case number 19-028484 – **Shots Fired** – located at Cherry Hill Mini-Mart or 1213 NW 4<sup>th</sup> Street, Boynton Beach, FL.

**May 24<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 24<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 28<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 28<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-029152 and 19-029143.)

**May 28<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help/Tutoring** at the **Carolyn Sims Center**.

**May 28<sup>th</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**May 28<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 28<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 28<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**May 28<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 28<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 28<sup>th</sup>** – **Through the NOP community connections** – Officer Paramore received this anonymous tip that led to the recovery of the subject vehicle during his patrol at **Family Dollar™ – Traffic Crash Involving Great Bodily Injury/Death** (*See Below for Media Release*) – located at **1901 NW 1<sup>st</sup> Street, Boynton Beach, FL** (case number 19-028605.)

**May 28<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 NE 13<sup>th</sup> Avenue, Boynton Beach, FL.

**May 29<sup>th</sup>** – The Neighborhood Officer Program mentored children at the “Step Above Early Learning Center” – located at 1114 SE 2<sup>nd</sup> Street, Boynton Beach, FL.

**May 29<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner’s Association**, in District II. Mr. Aikens provided perishable food to be distributed to families’ in-need in the **Heart of Boynton/District II**.

**May 29<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 29<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 29<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 29<sup>th</sup>** – The Neighborhood Officer Program facilitated “**Sweat/READ with a COP**” at Carolyn Sims Center. This program is in collaboration with **Frank Ireland, Carolyn Sims Center Supervisor**; and is designed as a community outreach program to directly have an impact between Law Enforcement and children who reside in the community. In addition, **Sergeant Diehl purchased/donated** (on 4/28/2019) **an assortment of fruit snacks/etc. (totaling \$21.58)** – to be handed for the kids in attendance (as a snack).



**May 29<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II – seven (7) families provided for.**

**May 29<sup>th</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**May 29<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 29<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored southbound traffic in the 1300 block of N. Seacrest Blvd., Boynton Beach, FL.

**May 29<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration.**

**May 29<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon.** During our patrol(s) several community interactions were conducted.

**May 29<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Cherry Hill Mini-Mart** located at **1213 NW 4<sup>th</sup> Street, Boynton Beach, FL.**

**May 29<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.** During our patrol(s) several community interactions were conducted – (reference our case number 19-029382 and 19-029395.)

**May 30<sup>th</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 30<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored northbound traffic in the 700 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 30<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 30<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 30<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**May 30<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**May 30<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 30<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-029616 and 19-029590.)

**May 30<sup>th</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**May 31<sup>st</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**May 31<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**May 31<sup>st</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**May 31<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 31<sup>st</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-029795 and 19-029792.)

**May 31<sup>st</sup>** – The Neighborhood Officer Program facilitated **Read with a COP/Homework Help** at the **Carolyn Sims Center**.

**May 31<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**May 31<sup>st</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**May 31<sup>st</sup>** – The **Neighborhood Officer Program** mentored children at Burk's Early Learning Center – located at 510 NE 2<sup>nd</sup> Street, Boynton Beach, FL.

**May 31<sup>st</sup>** – The **Neighborhood Officer Program** facilitated **Boys in Blue Mentoring Program** at *Congress Middle School* – located at 101 S. Congress Avenue, Boynton Beach, FL. Both are examples how the **Neighborhood Officer Program** is a positive community outreach program that directly has an impact between Law Enforcement and children who reside in the community.

### **June 2019**

**June 1<sup>st</sup>** – Officer Paramore and Officer Rivera attended the **“Rock the Marina”** event hosted by *Boynton Beach Community Redevelopment Agency (CRA)* – located at **Boynton Harbor Marina**. Another example how the **Neighborhood Officer Program** is endeavoring on building bridges of cooperation and trust between law enforcement and the community.

**June 3<sup>rd</sup>** – Sergeant Diehl facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 3<sup>rd</sup>** – Sergeant Diehl conducted two (2) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-030392 and 19-030475.)

**June 3<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**June 3<sup>rd</sup>**– Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 3<sup>rd</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 3<sup>rd</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 3<sup>rd</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 3<sup>rd</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.



**June 3<sup>rd</sup>** – Sergeant Diehl attended the **Heart of Boynton – Homeowner’s Association Meeting** at Carolyn Sims Center.

**June 3<sup>rd</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 3<sup>rd</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 4<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**June 4<sup>th</sup>** – Sergeant Diehl attended “**Spillman Records Management System Training**” training mandated by the City of Boynton Beach Police Department.

**June 4<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-030546 and 19-030611.)

**June 4<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 4<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**June 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 4<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 NE 13<sup>th</sup> Avenue, Boynton Beach, FL.

**June 5<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**June 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 5<sup>th</sup>** – Officer Paramore and Officer Rivera attended **“Spillman Records Management System Training”** training mandated by the City of Boynton Beach Police Department.

**June 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 5<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 5<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 5<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**. In addition, **Sergeant Diehl purchased/donated** (on 5/30/2019) **an assortment of fruit snacks/etc. (totaling \$21.58)** – to be handed for the kids in attendance (as a snack).

**June 5<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-030802 and 19-030841.)

**June 5<sup>th</sup>** – The **Neighborhood Officer Program** facilitated **Boynton Beach Parks and Recreation** on hosting the community-led basketball game at **Carolyn Sims Center** – presented by “*Boynton Strong.*”

**June 5<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**June 5<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration.**

**June 6<sup>th</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR’s were off-line.

**June 6<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored northbound traffic in the 700 block N. Seacrest Blvd., Boynton Beach, FL.

**June 6<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 6<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner’s Association**, in District II. Mr. Aikens provided perishable food to be distributed to families’ in-need in the **Heart of Boynton/District II.**

**June 6<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.** During our patrol(s) several community interactions were conducted – (reference our case number 19-031002, 19-031044 and 19-031082.)

**June 6<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 6<sup>th</sup>** – At the request of **Police Administration**; Sergeant Diehl completed and sent the proposed **Neighborhood Officer Program FY 2019/20 Budget**.

**June 6<sup>th</sup>** – The **Community Redevelopment Agency – Advisory Board (CRAAB) Meeting** at Intracoastal Park was canceled.

**June 6<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 6<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 6<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 6<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 6<sup>th</sup>** – Officer Paramore assisted patrol operations regarding case number 19-031051 – **Domestic Violence** – located at 115 NW 1<sup>st</sup> Avenue, Boynton Beach, FL.



**June 6<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II** – **six (6) families provided for.**

**June 7<sup>th</sup>** – Sergeant Diehl attended a meeting with Chief of Police Michael Gregory.

**June 10<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader, Speed Measurement Trailer #2 and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**June 10<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 10<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 10<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 10<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration**. During our patrol(s) several community interactions were conducted.

**June 10<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-031855 and 19-031915.)

**June 10<sup>th</sup>** – Sergeant Diehl facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 10<sup>th</sup>** – The **Heart of Boynton – Homeowner’s Association Meeting** at Carolyn Sims Center was *postponed* until June 17, 2019.

**June 10<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 10<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 11<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 11<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 11<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-032138 and 19-032158.)

**June 11<sup>th</sup>** – The Neighborhood Officer Program attended the **Community Redevelopment Agency (CRA) Board Meeting** at Intracoastal Park.

**June 11<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 11<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 11<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader, Speed Measurement Trailer #2 and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**June 11<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 11<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 11<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 NE 13<sup>th</sup> Avenue, Boynton Beach, FL.

**June 11<sup>th</sup>** – Officer Rivera attended the mandatory police department annual physical.

**June 11<sup>th</sup>** – Officer Paramore attended SWAT training.

**June 11<sup>th</sup>** – Officer Rivera tutored one (1) child within the CRA district.

**June 12<sup>th</sup>** – Sergeant Diehl completed and sent the proposed **Neighborhood Officer Program FY 2019/20 Budget** to the CRA Staff.

**June 12<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in District II. Mr. Aikens provided perishable food to be distributed to families' in-need in the **Heart of Boynton/District II**.

**June 12<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**June 12<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 12<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 12<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration**. During our patrol(s) several community interactions were conducted.

**June 12<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 12<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**. In addition, **Sergeant Diehl purchased/donated** (on 5/30/2019) **an assortment of fruit snacks/etc. (totaling \$21.58)** – to be handed for the kids in attendance (as a snack).

**June 12<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II – five (5) families provided for.**

**June 12<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 12<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration.**

**June 12<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 12<sup>th</sup>** – Officer Rivera tutored one (1) child within the CRA district.

**June 12<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 12<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration.** During our patrol(s) several community interactions were conducted – (reference our case number 19-032301, 19-032338 and 19-032375.)

**June 12<sup>th</sup>** – The **Neighborhood Officer Program** facilitated **Boynton Beach Parks and Recreation** on hosting the community-led basketball game at **Carolyn Sims Center** – presented by *“Boynton Strong.”*



**June 13<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**June 13<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 13<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 13<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 13<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 13<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 13<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 13<sup>th</sup>** – Officer Rivera tutored one (1) child within the CRA district.

**June 13<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 13<sup>th</sup>** – Sergeant Diehl and Officer Paramore attended a meeting entitled “**Teen Summit 2019**” – the meeting was to discuss/plan a summer program designed to provide life skills (*i.e. dress for success, resume building, preparing for a job interview/etc.*) to individuals between 12-17 years of age.

**June 13<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-032591, 19-032655 and 19-032679.)

**June 13<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 NE 13<sup>th</sup> Avenue, Boynton Beach, FL.

**June 13<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 14<sup>th</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**June 14<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 14<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 14<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 14<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-032825 and 19-032857.)

**June 14<sup>th</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 14<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 14<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 14<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 14<sup>th</sup>** – Officer Rivera tutored one (1) child within the CRA district.

**June 14<sup>th</sup>** – **The Neighborhood Officer Program** mentored 78 kids regarding the signs and symptoms of bullying – *ala* **“Anti-Bullying”** educational talk held at *Ezell Hester Center*. Another example how the **Neighborhood Officer Program** outreach has a positive impact between Law Enforcement and children who reside in the community.

**June 15<sup>th</sup>** – **The Neighborhood Officer Program** partnered with **“Justice 4 Courtney”** (*Curtisia Courtney Smith was murdered in our city.*) The event was to educate the attendees about the ramifications of bullying – *ala* **“Anti-Bullying”** – The event was canceled upon our arrival to Intracoastal Park.

**June 17<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**June 17<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 17<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 17<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 17<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 17<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-033481 and 19-033511.)

**June 17<sup>th</sup>** – Sergeant Diehl facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 17<sup>th</sup>** – Sergeant Diehl attended the **Heart of Boynton – Homeowner’s Association Meeting** at Carolyn Sims Center.

**June 17<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 17<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 17<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 17<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 18<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 18<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 18<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.



**June 18<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-033692, 19-033672 and 19-033784.)

**June 18<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 18<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**June 18<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 18<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 18<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 18<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Palmetto Greens Park** located at 500 NE 13<sup>th</sup> Avenue, Boynton Beach, FL.

**June 18<sup>th</sup>** – The Neighborhood Officer Program attended the **Commission Board Meeting** at Intracoastal Park.

**June 19<sup>th</sup>** – Sergeant Diehl attended the mandatory police department annual physical.

**June 19<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in District II. Mr. Aikens provided perishable food to be distributed to families' in-need in the **Heart of Boynton/District II**.

**June 19<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**June 19<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 19<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 19<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration**. During our patrol(s) several community interactions were conducted.

**June 19<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 19<sup>th</sup>** – The community-led basketball game at **Carolyn Sims Center** – presented by "*Boynton Strong*" was **canceled** due to inclement weather.

**June 19<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II** – **five (5) families provided for.**

**June 19<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**. In addition, **Sergeant Diehl purchased/donated** (on 5/30/2019) **an assortment of fruit snacks/etc. (totaling \$21.58)** – to be handed for the kids in attendance (as a snack).

**June 19<sup>th</sup>** – The Neighborhood Officer Program conducted three (3) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon and Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-033928, 19-033943 and 19-033975.)

**June 19<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 19<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**June 19<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 20<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #1**; however, these LPR's were off-line.

**June 20<sup>th</sup>** – The **Neighborhood Officer Program** attended the 2<sup>nd</sup> meeting entitled **“Teen Summit 2019”** – the meeting was to discuss/plan a summer program designed to provide life skills (*i.e. dress for success, resume building, preparing for a job interview/etc.*).

**June 20<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 20<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 20<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 20<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 20<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 20<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 20<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-034186 and 19-034218.)

**June 20<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 21<sup>st</sup>** – Officer Paramore conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-034463.)

**June 21<sup>st</sup>** – Officer Paramore logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**June 21<sup>st</sup>** – Officer Paramore logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 21<sup>st</sup>** – Officer Paramore facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 21<sup>st</sup>** – Officer Paramore conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 21<sup>st</sup>** – Officer Paramore assisted patrol operations at the **Family Dollar™** – reference to a delayed assault – reference to our case number 19-034471.

**June 21<sup>st</sup>** – Officer Paramore attended SWAT training today.

**June 21<sup>st</sup>** – Sergeant Diehl facilitated the **Heart of Boynton – Fish Fry Fundraiser** at 201 NE 6<sup>th</sup> Avenue, Boynton Beach, FL – during this fundraiser several community interactions were made.



**June 24<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrol of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-035195 and 19-035219.)

**June 24<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 24<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**June 24<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 24<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 24<sup>th</sup>** – Sergeant Diehl conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 24<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 24<sup>th</sup>** – The **Heart of Boynton – Homeowner's Association Meeting** at Carolyn Sims Center was canceled.

**June 24<sup>th</sup>** – Sergeant Diehl facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 24<sup>th</sup>** – Sergeant Diehl conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 24<sup>th</sup>** – Sergeant Diehl conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 25<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 25<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrol of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 25<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader and Speed Measurement Trailer #2**; however, these LPR's were off-line.

**June 25<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-035407 and 19-035424.)

**June 25<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 25<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 25<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 25<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrols of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 25<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 25<sup>th</sup>** – Officer Paramore assisted patrol operations at the **2600 N. Seacrest Blvd.** – reference to a traffic stop (driver arrested for suspended D/L) – reference to our case number 19-035444. **This was a hit from the Speed Measurement Trailer/LPR #1.**

**June 26<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**June 26<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 26<sup>th</sup>** – Officer Rivera met with Willie Aikens, President of the **Heart of Boynton Homeowner's Association**, in District II. Mr. Aikens provided perishable food to be distributed to families' in-need in the **Heart of Boynton/District II**.

**June 26<sup>th</sup>** – The **Neighborhood Officer Program** attended the 3<sup>rd</sup> meeting entitled “**Teen Summit 2019**” – the meeting was to discuss/plan a summer program designed to provide life skills (*i.e. dress for success, resume building, preparing for a job interview/etc.*).

**June 26<sup>th</sup>** – The Neighborhood Officer Program facilitated **Community Engagement Activities** at the **Carolyn Sims Center**. In addition, **Sergeant Diehl purchased/donated** (on 5/30/2019) **an assortment of fruit snacks/etc. (totaling \$21.58)** – to be handed for the kids in attendance (as a snack).

**June 26<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) extra patrol of the **Galaxy Park** located at 301 NW 4<sup>th</sup> Avenue, Boynton Beach, FL – during this extra patrol several community interactions.

**June 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell’s Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 26<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 26<sup>th</sup>** – Sergeant Diehl logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 26<sup>th</sup>** – The **Neighborhood Officer Program** distributed bread, pastries, and vegetables (that were earlier donated by Mr. Aikens) within the **Heart of Boynton/District II** – **six (6) families provided for.**

**June 26<sup>th</sup>** – The **Neighborhood Officer Program** facilitated **Boynton Beach Parks and Recreation** on hosting the community-led basketball game at **Carolyn Sims Center** – presented by “*Boynton Strong.*”

**June 26<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-035723 and 19-035676.)

**June 26<sup>th</sup>** – The Neighborhood Officer Program conducted two (2) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) separate extra patrols of **New Disciples Church** located at **239 NE 11<sup>th</sup> Avenue, Boynton Beach, FL** – our assistance was requested by **Pastor Richard Dames**; as suspected drug activity is occurring along the west side of the building. During our patrol(s) several community interactions were conducted.

**June 26<sup>th</sup>** – The Neighborhood Officer Program conducted one (1) extra patrol of the **Mangrove Park** located at **700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL** – our attendance was requested by **Police Administration**.

**June 27<sup>th</sup>** – Officer Rivera logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**June 27<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 27<sup>th</sup>** – Officer Rivera facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.



**June 27<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-035971.)

**June 27<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of the **CDC/Habitat Homes** in the **100 block of NW 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted.

**June 27<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of the **Sara Sims Park** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 27<sup>th</sup>** – Officer Rivera tutored one (1) child within the CRA district.

**June 27<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

**June 27<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #2** as it monitored southbound traffic in the 2200 block of NE 1<sup>st</sup> Avenue, Boynton Beach, FL.

**June 28<sup>th</sup>** – Officer Rivera logged in and monitored the **Mobile License Plate Reader**; however, this LPR was off-line.

**June 28<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #1** as it monitored eastbound traffic in the 100 block of W. Gateway Blvd., Boynton Beach, FL.

**June 28<sup>th</sup>** – Officer Rivera facilitated **Community Engagement Activities** at the **Carolyn Sims Center**.

**June 28<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of **Family Dollar™** in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon** and **Police Administration**. During our patrol(s) several community interactions were conducted – (reference our case number 19-036186.)

**June 28<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of the **Mangrove Park** located at 700 NE 4<sup>th</sup> Avenue, Boynton Beach, FL – our attendance was requested by **Police Administration**.

**June 28<sup>th</sup>** – Officer Rivera logged in and monitored the **Speed Measurement Trailer #2** as it monitored northbound traffic in the 700 block of N. Seacrest Blvd., Boynton Beach, FL. It should be noted that although the speed measurement was serviceable; the LPR was off-line.

**June 28<sup>th</sup>** – Officer Rivera conducted one (1) separate extra patrols of the vacant **CRA lot** (across from Bell's Market) or in the **100 block of NE 10<sup>th</sup> Avenue** – our attendance was requested by **CRA Executive Director Mike Simon**. During our patrol(s) several community interactions were conducted.

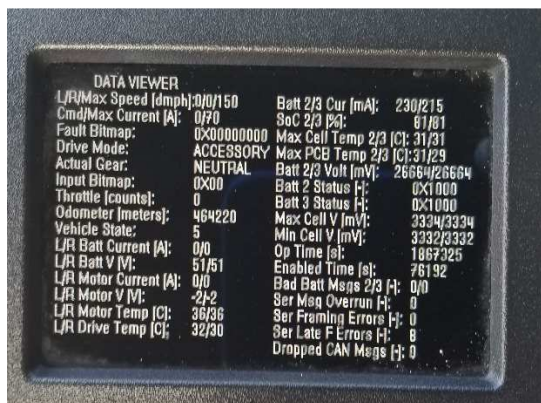
**June 28<sup>th</sup>** – Officer Rivera conducted one (1) extra patrol of **Cherry Hill Mini-Mart** located at 1213 NW 4<sup>th</sup> Street, Boynton Beach, FL – during this extra patrol several community interactions.

**June 28<sup>th</sup>** – Officer Rivera tutored one (1) child within the CRA district.

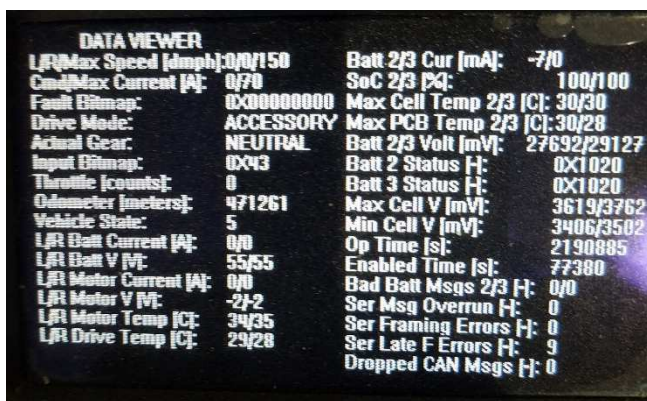
**June 29<sup>th</sup>** – Sergeant Diehl and Officer Rivera arrived for the “**Rock the Plaza**” event hosted by *Boynton Beach Community Redevelopment Agency (CRA)* – located at **Casa Costa**. However, after our arrival we learned that the event was canceled.

## SEGWAY™ Log

Segway™ Data as of April 1, 2019



Segway™ Data as of June 30, 2019

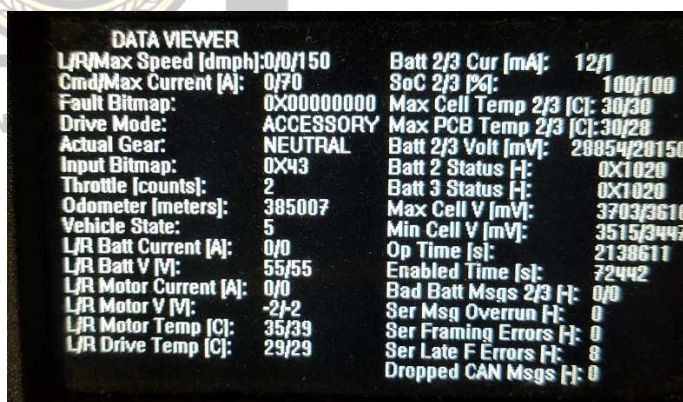
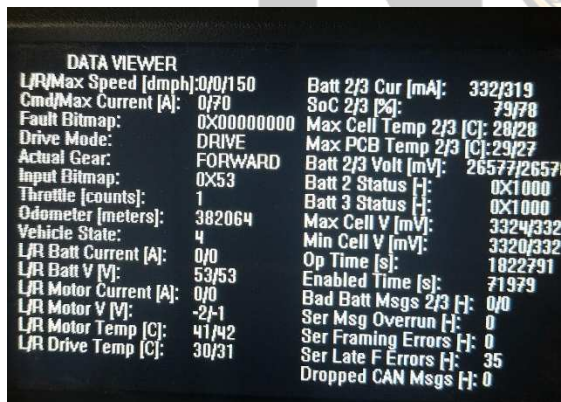


Odometer (meters): 464220 or 288 miles

Odometer (meters): 471261 or 292 miles

Enabled Time: 76192 minutes or 1270 hours

Enabled Time: 77380 minutes or 1289 hours



Odometer (meters): 382064 or 237 miles

Odometer (meters): 385007 or 240 miles

Enabled Time: 71979 minutes or 1199 hours

Enabled Time: 72442 minutes or 1207 hours

## Neighborhood Officer Program Photos

### ***APPENDIX B***











# BOYNTON BEACH INCIDENTS - 04/01/2019 TO 06/30/2019

All Incident Types

Reporting Areas Selected: 301, 302, 305, 306

For: All Days of the Week with No Time Restrictions, Excluding All Filtered Addresses



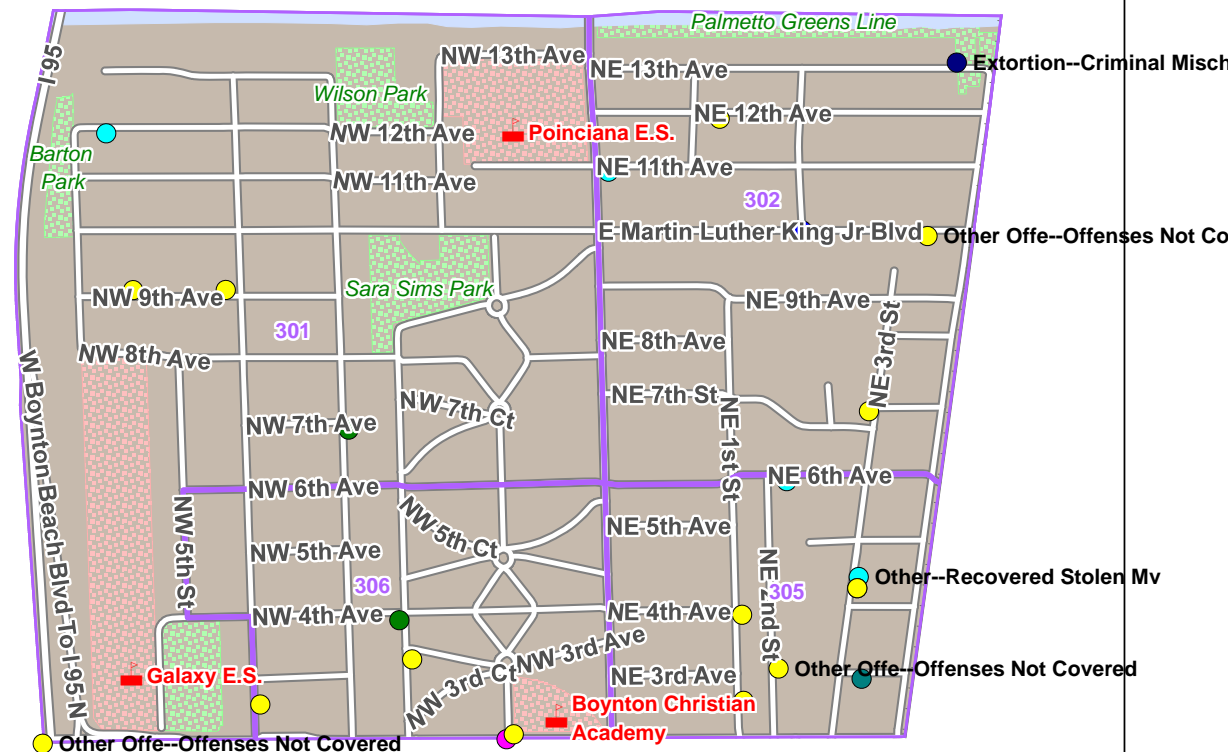
## LEGEND

### Incident Types

Total Incidents Selected = 24

- Extortion--Criminal Mischief (1)
- Other Offe--Offenses Not Covered (13)
- Other--Recovered Stolen Mv (5)
- Possess Op--Possession Of Opium/ (1)
- Property--Lrcny Blwn \$50 & \$20 (1)
- Property--Robbery - Strong Arm (1)
- Property--Unlawful Entry - Non (2)

Reporting Areas



Scale: 1 inch = 987 feet

Map Produced on 07/08/2019  
By CrimeInfo™ Version 11

## Neighborhood Officer Program Photos



## Static Display for BBPD 100<sup>th</sup> Anniversary Static Display



## Static Display for BBPD 100<sup>th</sup> Anniversary





## Static Display for BBPD at 100<sup>th</sup> Anniversary

**PROPOSED CONCEPTUAL  
MARTIN LUTHER KING JR. BLVD.  
REDEVELOPMENT PROJECT  
COMMUNITY INPUT MEETINGS**

**YOU ARE INVITED TO  
PROVIDE FEEDBACK**

**CRA ADVISORY BOARD MEETING**  
THURSDAY, APRIL 4, 2019 at 6:30 PM  
INTRACOASTAL PARK

**CRA BOARD MEETING**  
TUESDAY, APRIL 9, 2019 at 6:30 PM  
INTRACOASTAL PARK

**PUBLIC INPUT MEETING**  
THURSDAY, APRIL 25, 2019 at 6:30 PM  
HESTER COMMUNITY CENTER

**PUBLIC INPUT MEETING**  
MONDAY, APRIL 29, 2019 at 6:30 PM  
CAROLYN SIMS CENTER

**BOYNTON BEACH CRA**  
COMMUNITY REDEVELOPMENT AGENCY

**FOR MORE INFORMATION  
VISIT OUR OFFICE AT  
710 N. FEDERAL HWY.  
MONDAY - FRIDAY  
8:30 AM - 5:30 PM  
OR CALL MICHAEL SIMON  
(561) 600 - 9091**

**BOYNTON BEACH CRA**  
COMMUNITY REDEVELOPMENT AGENCY

**WORKING HARD FOR  
THE HEART OF BOYNTON  
CATCHBOYNTON.COM**

**PROPOSED CONCEPTUAL  
MARTIN LUTHER KING JR. BLVD.  
REDEVELOPMENT PROJECT  
COMMUNITY INPUT MEETING**

**YOU ARE INVITED TO PROVIDE FEEDBACK**

- CRA ADVISORY BOARD MEETING: THURSDAY, APRIL 4, 2019 • 6:30 PM • INTRACOASTAL PARK
- CRA BOARD MEETING: TUESDAY, APRIL 9, 2019 • 6:30 PM • INTRACOASTAL PARK
- PUBLIC INPUT MEETING: THURSDAY, APRIL 25, 2019 • 6:30 PM • HESTER COMMUNITY CENTER
- PUBLIC INPUT MEETING: MONDAY, APRIL 29, 2019 • 6:30 PM • CAROLYN SIMS CENTER

**FOR MORE INFORMATION, CONTACT BONNIE NICKLIEN AT (561) 600-9090 OR NICKLIENB@BBFL.US**

**BOYNTON BEACH CRA**  
COMMUNITY REDEVELOPMENT AGENCY

## MLK Proposed Conceptual Handouts and Door Hangers



## MLK Proposed Conceptual – Door-to-Door Distribution





**City of Boynton Beach – Earth Day 2019**



**Earth Day 2019 – Cub Scouts #243**



**Earth Day 2019 – Free Trees provided**



**CRA Lot (100 E. MLK) Clearing of Foliage on 4/8/2019**





### **Burk's Early Learning Center – Cupcake Friday**



### **Burk's Early Learning Center – Cupcake Friday**



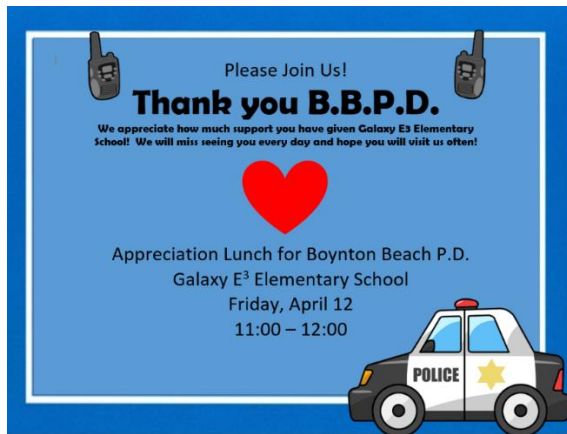
### **Ocean Plaza – Rock the Plaza**



### **Ocean Plaza – Rock the Plaza**



**Ocean Plaza – Rock the Plaza**



**Galaxy Elementary – BBPD Appreciation Lunch**



**Heart of Boynton Community Assn. – Fish Fry**





**Palm Beach Leisureville HOA Meeting w/ Mayor Grant**



**A Step Above Early Learning – Egg Hunt**





**Burk's Early Learning Center – Spring Festivities**



**Cub Scouts Egg Hunt – Channel 12**

Police officers participate in egg hunt in Boynton Beach (Boynton Beach Police)-p>{/p}



BOYNTON BEACH, Fla. (CBS12) — Neighborhood officers joined in on the egg hunt .

Two Boynton Beach police officers participated in an Easter egg hunt with Cub Scout troop 243 at Poinciana Elementary School on Tuesday. The kids were required to do tasks before they could look for an egg of a specific color.

Officers Jivanet Rivera and Terrence Paramore helped one boy do 10 sit-ups before searching for a purple egg.

## Cub Scouts Egg Hunt – Channel 12

Recreation & Parks

Carolyn Sims Community Center Afterschool Activities 2:30 - 5:30 PM	
<b>Monday</b>	
2:30 - 3:30 PM	Homework Help/Read with a Cop
3:30 - 5:30 PM	Indoor Activities
<b>Tuesday</b>	
2:30 - 3:30 PM	Homework Help/Read with a Cop
3:30 - 4:30 PM	Outdoor Games
4:30 - 5:30 PM	Game Room
<b>Wednesday</b>	
2:30 - 3:30 PM	Homework Help/Read with a Cop
3:30 - 5:30 PM	Indoor Activities
<b>Thursday</b>	
2:30 - 3:30 PM	Homework Help/Read with a Cop
3:30 - 4:30 PM	Outdoor Games
4:30 - 5:30 PM	Game Room
<b>Friday</b>	
2:30 - 3:30 PM	Homework Help/Read with a Cop
3:30 - 5:30 PM	Fun Day
Sincerely, [Signature] LINDA McKinnon	



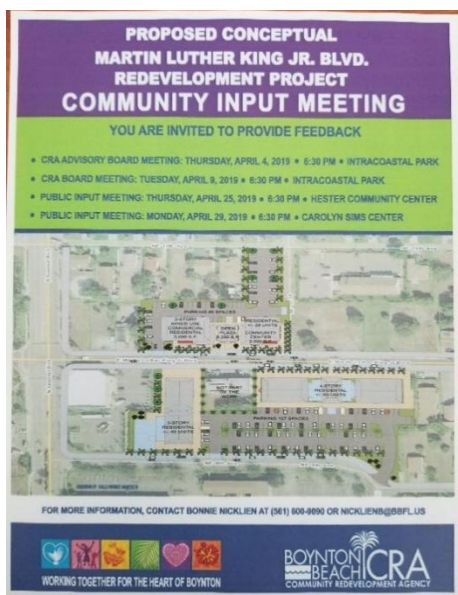
## READ/SWEAT w/ a COP



**READ/SWEAT w/ a COP**

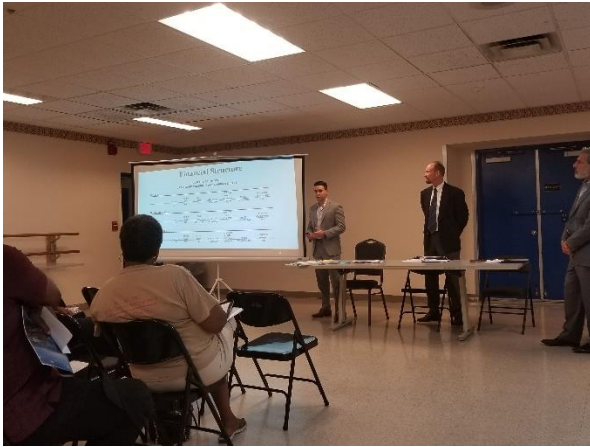


**READ/SWEAT w/ a COP**





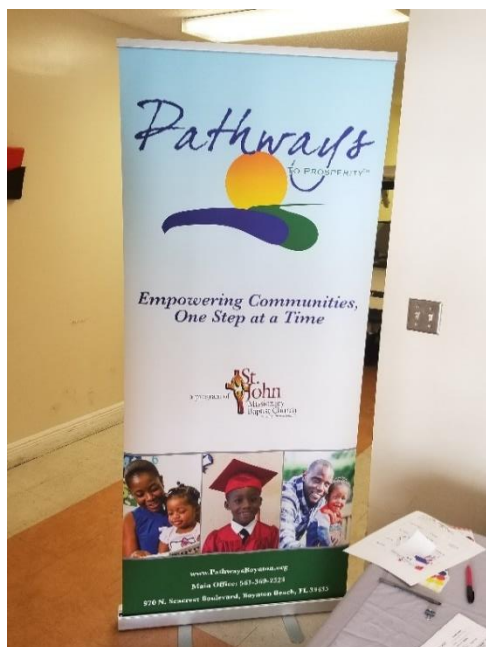
### **MLK Redevelopment Meeting – Ezell Hester Center**



### **MLK Redevelopment Meeting – Ezell Hester Center**



### **MLK Redevelopment Meeting – Ezell Hester Center**



**Kindergarten Jump Start at St. John's Church**

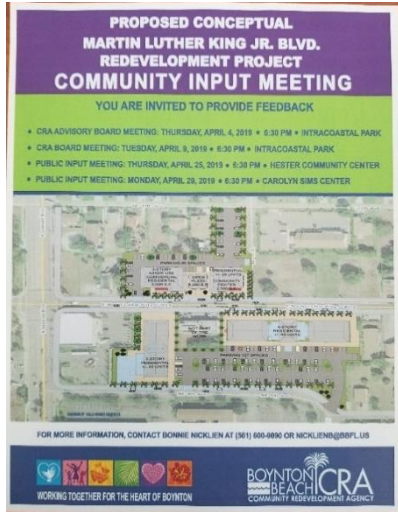


**Kindergarten Jump Start at St. John's Church**





## Kindergarten Jump Start at St. John's Church



## MLK Redevelopment Meeting – Carolyn Sims Center



## MLK Redevelopment Meeting – Carolyn Sims Center



## MLK Redevelopment Meeting – Carolyn Sims Center

  
**Habitat for Humanity**  
of South Palm Beach County

**HOME DEDICATION AND RECEPTION**

Join us as we celebrate  
two Habitat Partner Families  
for their Home Dedication!

St. Germain Family  
  
Manufacturers of Fine European Cabinetry

  
CITY OF  
BOYNTON BEACH

Guifarro Family  
  
PUBLIX SUPER MARKETS  
CHARITIES

  
BOYNTON BEACH  
CRA

Tuesday, April 30, 2019 | 4:00 PM  
1118 NE 2nd Street, Boynton Beach, FL 33435

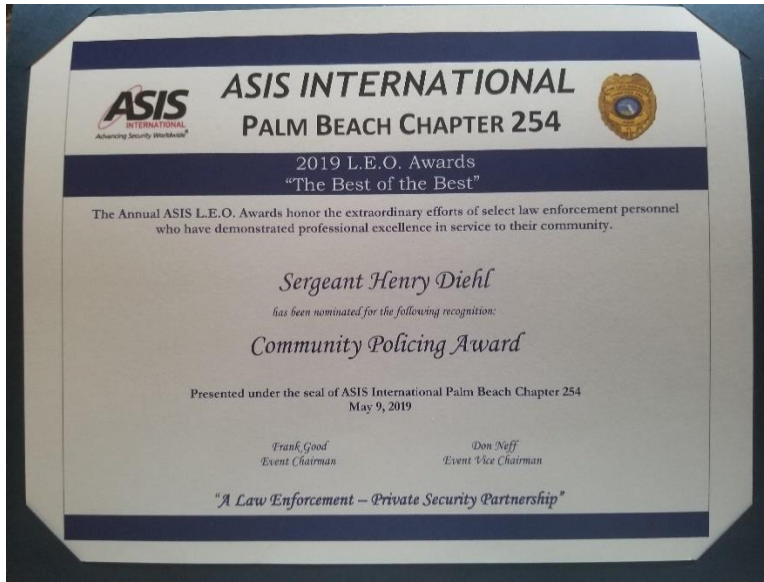
RSVP to [jmclelland@hfhboca.org](mailto:jmclelland@hfhboca.org)  
or 561-819-6070 ext. 208



**Habitat for Humanity – Home Dedication**



**Habitat for Humanity – Home Dedication**



**Sergeant Diehl was recognized with a Community Policing Award**

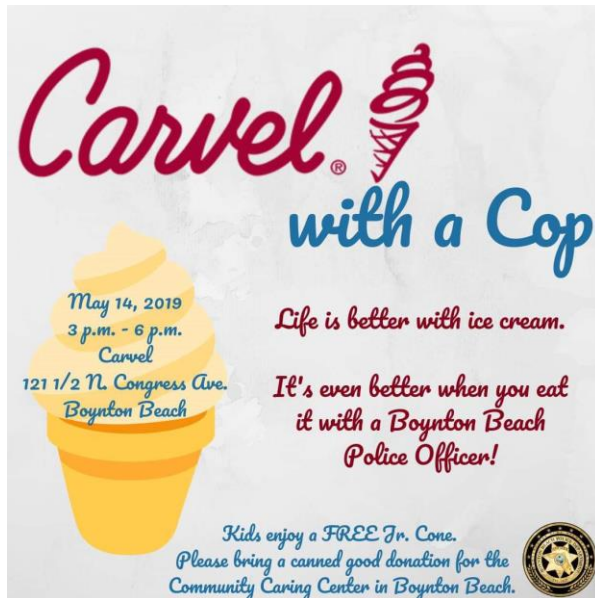


**Cub Scout – Pack #243 Graduation**





**Cub Scout – Pack #243 Graduation**



**Carvel with a COP**



**Carvel with a COP**

## Poinciana's Twenty-Fourth Annual Things That Go Fair

April 8th, 2019

Dear Drivers:

The kindergarten through second grade classes at Poinciana Elementary STEM School will be hosting the twenty-fourth annual "Things That Go Fair" on Wednesday, May 15th from 9:00 a.m. until 11:00 a.m.

We would like you to join us by bringing a vehicle that is used on your job, or for recreation for the children to look at. Kindergarten through second grade will be out looking at the vehicles and noting how the vehicle relates to our school wide theme of Energy, Force and Motion and Community Helpers. We are always looking for vehicles used on water, land and in the air. Participants need to bring their vehicle to the north (teacher's) parking lot before 9:00 a.m. and stay with their vehicle from 9-11 a.m. to answer students' questions as well as explain how their vehicle does its job and how it helps the community (if applicable). This is always an exciting morning for the school!

If you will be able to participate that day, please contact Sarah Harmes at 561-739-5700 or [sarah.harmes@palmbeachschools.org](mailto:sarah.harmes@palmbeachschools.org).

Thank you,

The Poinciana Teachers



**Poinciana Elementary – Things That GO Fair**





**Poinciana Elementary – Things That GO Fair**



**Officer Rivera attended the Police Memorial Ceremony**

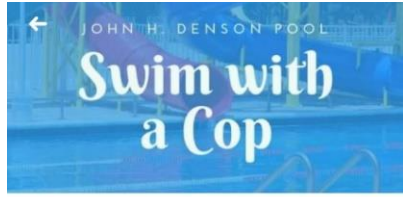


**Congress Middle School – End of Year Ice Cream**



**Citrus Cove Elementary – Career Day**





**MAY 18** **Swim with a Cop**  
Public · Hosted by City of Boynton Beach Recreation and Parks Department and 2 others

Interested Going Share More

117 going or interested including Zac, Christina and Jill



Sat, May 18 at 10:00 AM - 5:00 PM EDT  
This week

John H. Denson Pool  
225 NW 12th Ave, Boynton Beach, Florida 33435 · 1.2 mi



**Swim w/ a COP at Denson Pool**



### **Swim w/ a COP at Denson Pool**



### **Boynton Beach Mall – Hurricane Preparedness 2019**

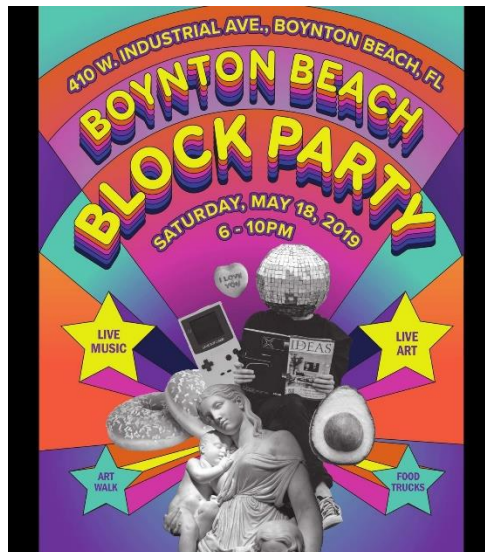


### **Boynton Beach Mall – Hurricane Preparedness 2019**





**Career Day at Freedom Shores Elementary**







**Art Walk/Block Party**



**Art Walk/Block Party**

HEALTHIER BOYNTON BEACH INVITES YOU TO



**Healthier Boynton Beach**  
Partnership Connecting Residents at the Heart of Our Community

**Palm Health FOUNDATION**  
Investing in the Future

**JOIN US AS WE DO WHAT WE CAN FOR OUR FAMILY CAREGIVERS!**  
Monday, May 20th, 2019 at 6:00pm  
Carolyn Sims Center, 225 NW 12th Ave,  
Boynton Beach, FL 33435, USA

**ANNOUNCING OUR MINI GRANT WINNERS!**



**Healthier Boynton – presenting Heart of Boynton Assn. a Grant**



**Healthier Boynton – Community Meeting**



**Healthier Boynton – Community Meeting**

### **Police Media Release – Traffic Crash w/ Great Bodily Harm/Death**

**Through the NOP community connections – Officer Paramore received this anonymous tip that led to the recovery of the subject vehicle during his patrol at Family Dollar™**

Earlier today, police received an anonymous tip about the location of a silver Nissan Altima involved in a hit and run on Saturday morning that injured a 31-year-old man.

Investigators located the vehicle in a parking lot at 1901 N.W. First Street. A warrant was then obtained to search the car, which struck a pedestrian at around 2:30 a.m. Saturday in the 400 block of West Boynton Beach Boulevard.

The victim, identified as Even Massillon of Boynton Beach, remains hospitalized in serious but stable condition. The investigation into the hit and run continues.

Anyone with information is asked to call Traffic Homicide Investigator Vincent Mastro at [561-742-6165](tel:561-742-6165) or Crime Stoppers of Palm Beach County at 800-458-TIPS.





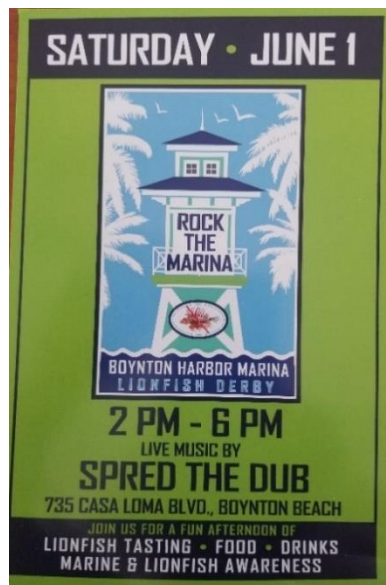
**Stephanie H. Slater** | Public Information Officer | Boynton Beach Police Department |

President, National Information Officers Association | **561.742.6191** office | **561.436.4806** cell |  
slaters@bbfl.us | **Follow Us On:** Web; Twitter; Facebook; YouTube

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**Career Day at Rolling Green Elementary**



**Rock the Marina - Setup**



**Rock the Marina**



**Rock the Marina – Rain Delay**



**Burk's Early Learning Center – READ w/ a COP**



**Anti-Bullying Event at Ezell Hester Center**



**Anti-Bullying Event at Ezell Hester Center**





**Carolyn Sims Center – Summer Camp – Italian Ice Friday**



**Carolyn Sims Center – Summer Camp – Pickle Ball**

**CRA Neighborhood Policing Program - FY 2018-2019**

Category	Quantity	Actual Cost per Unit	Subtotal	Notes
<b>Personnel</b>				
Sergeant Salary & Incentive(Diehl)	1	\$ 92,763	\$ 92,763	Salary, Education Incentive
Sergeant Benefits-Pension	1	\$ 44,443	\$ 44,443	Pension
Sergeant Benefits	1	\$ 15,625	\$ 15,625	Healthcare, Dental, Vision, Fica
Officer Salary & Incentive(Paramore)	1	\$ 62,781	\$ 62,781	Salary, Education Incentive
Officer Benefits-Pension	1	\$ 30,078	\$ 30,078	Pension
Officer Benefits	1	\$ 13,330	\$ 13,330	Healthcare, Dental, Vision, Fica
Officer Salary & Incentive(NEW)	1	\$ 54,304	\$ 54,304	Salary, Education Incentive
Officer Benefits-Pension	1	\$ 26,017	\$ 26,017	Pension
Officer Benefits	1	\$ 12,680	\$ 12,680	Healthcare, Dental, Vision, Fica
			<b>\$ 352,021</b>	<b>Personnel Costs Total</b>
<b>Equipment</b>				
Radio and Related Equipment	1	\$ 2,000	\$ 2,000	
Bike Rack	1	\$ 250	\$ 250	
Misc. Equipment - As Needed		\$ 2,500	\$ 2,500	
			<b>\$ 4,750</b>	<b>Equipment Costs Total</b>
<b>Office Expenses</b>				
Cell Phones Service Plan	3	\$ 675	\$ 2,025	
Office and Miscellaneous Supplies	1	\$ 2,000	\$ 2,000	Paper, Pens etc. (includes printer/copier)
Office Cleaning	1	\$ 1,500	\$ 1,500	
			<b>\$ 5,525</b>	<b>Office Expenses Total</b>
<b>Total Proposed Program Expenses</b>			<b>\$ 362,296</b>	

Communication and Program Marketing \$ 7,704

**Total for FY 18-19 \$ 370,000**

NOTE: All amounts provided by Police Department with exception of Contingency and ILA amount for FY 2017-2018  
Revised by CRA to include promotional/marketing materials and additional equipment.



## **CRA BOARD MEETING OF: August 13, 2019**

### **OLD BUSINESS**

---

#### **AGENDA ITEM: 14.F.**

##### **SUBJECT:**

Consideration of the October 8, 2019 Board Meeting Date

##### **SUMMARY:**

At the November 11, 2018 meeting, the CRA Board made a motion to approve the 2019 CRA Board meeting dates with the exception of the regularly scheduled October meeting.

This year, the October 8, 2019 Board meeting falls during Yom Kippur.

If the Board would like to reschedule the meeting, see the following alternate dates and times:

- Monday, October 7, 2019 at 6:30 pm
- Monday, October 14, 2019 at 6:30 pm

##### **CRA BOARD OPTIONS:**

1. Keep the October Board meeting as scheduled on Tuesday, October 9, 2019 at 6:30 pm at the Intracoastal Park Clubhouse.
  2. Reschedule the October Board meeting to Monday, October 7, 2019 at 6:30 pm at the Intracoastal Park Clubhouse.
  3. Reschedule the October Board meeting to Monday, October 14, 2019 at 6:30 pm at the Intracoastal Park Clubhouse.
  4. Other date options as determined by the Board.
-



## **CRA BOARD MEETING OF: August 13, 2019**

### **NEW BUSINESS**

---

#### **AGENDA ITEM: 15.A.**

##### **SUBJECT:**

Consideration and Discussion of the Letter of Interest Submitted by Bride of Christ Tabernacle Church for the CRA Owned Property Located on NE 10th Avenue

##### **SUMMARY:**

On May 14, 2019 the CRA received a Letter of Interest (LOI) for the purchase of a CRA owned vacant parcel located on E. Martin Luther King Jr. Boulevard (NE 10th Avenue) from the Bride of Christ Tabernacle Church located at 202 NE 11th Avenue (see Attachment I). The CRA's parcel is a single lot approximately 50' x 140' in size, not large enough to accommodate a new townhouse or villa style unit.

In addition to the existing church building located at 202 NE 11th Avenue, the Church also owns the vacant lot located on E. Martin Luther King Jr. Blvd., adjacent to the CRA's vacant lot (see Attachment II).

The Church's proposal is to combine the two vacant lots in order to build a new Child Day Care facility which would serve approximately 40 children from the ages 2-5 years old. They are proposing that the facility would be open weekly, Monday through Friday from approximately 7am-7pm.

CRA staff, representatives from the Church and City Planning & Development staff met to discuss the various development requirements applicable under the City's Land Development Regulations and CRA Community Redevelopment Plan. As a result, the draft site plan includes a new 2-story, 3,650 square foot building with accompanying children's outdoor play area and parking (see Attachment III). The proposed facility will benefit greatly in both design and function by being located adjacent to their current church building to the north, fronting NE 11th Avenue.

On August 6, 2019 the CRA received the appraisal for the vacant lot on NE 10th Avenue which appraised at \$49,000 (see Attachment IV). A purchase price will need to be discussed and included in an agreement if this is the direction of the Board.

##### **CRA BOARD OPTIONS:**

Option 1. Approve the Letter of Interest submitted by the Bride of Christ Tabernacle Church for the purchase of the CRA owned property located on E. Martin Luther King Jr. Boulevard, direct staff to issue a 30 day Public Notice for the disposal of property and after such time bring back a

draft Purchase and Development Agreement outlining the price, terms, conditions and timelines for development.

Option 2. Reject the Letter of Interest submitted by the Bride of Christ Tabernacle Church for the purchase of the CRA owned property located on E. Martin Luther King Jr. Boulevard and direct staff to issue a formal 30 day Request for Proposals outlining the desired terms for the disposal of property.

Option 3. Reject the Letter of Interest submitted by the Bride of Christ Tabernacle Church for the purchase of the CRA owned property located on E. Martin Luther King Jr. Boulevard and provide no further direction for the disposal of the property.

---

## **ATTACHMENTS:**

### **Description**

- ▣ **Attachment I - Letter of Interest from Bride of Christ Tabernacle Church**
- ▣ **Attachment II - Location Map**
- ▣ **Attachment III - Conceptual Site Plan**
- ▣ **Attachment IV - Appraisal of CRA owned parcel on E. MLK Jr. Blvd.**





## Bride Of Christ Tabernacle

May 14, 2019

LETTER OF INTEREST.....

TO : BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

FROM : BRIDE OF CHRIST TABERNACLE CHURCH

RE : REQUESTING BOYNTON BEACH CRA TO SELL LOT PARCEL #08434521270010260

OF ROBERTS E AD TO BOYNTON

DEAR SIRs:

The BRIDE OF CHRIST TABERNACLE CHURCH would like to purchase the lot owned by CRA BOYNTON BEACH referenced above which adjoins and is contiguous to our property to the south.

We want to build a Child Day Care which will serve the public and be open to the community as well as our church members for approximately 40 children, ages 2-5 hours Monday thru Friday 7:30 AM TO 6:00 PM using section of our property. We would need this lot to complete the Child Day Care project.

If by any chance you are ready to sell please consider us as your first option when the time comes.

Thank you

Anonce Nerestant, Trusty

[Nerestant12@yahoo.com](mailto:Nerestant12@yahoo.com)

561-986-2919

Claude Maxime, Trusty

561-305-8981

CC: 1. SimonM@bbfl.us

2. Shuttt@bbfl.us

3. UtterbackT@bbfl.us



Bride Of Christ Tabernacle





NE 11th Ave

NE 11th Ave

NE 11th Ave

N Seacrest Blvd

Bride of Christ  
Tabernacle Church

NE 2nd St

CRA Owned Property slated for MLK  
Jr. Boulevard Redevelopment Project

CRA  
Lot

E Martin Luther King Jr Blvd

E Martin Luther King Jr Blvd

E Martin Luther King Jr Blvd

CRA Owned Property slated for MLK  
Jr. Boulevard Redevelopment Project

N Seacrest Blvd

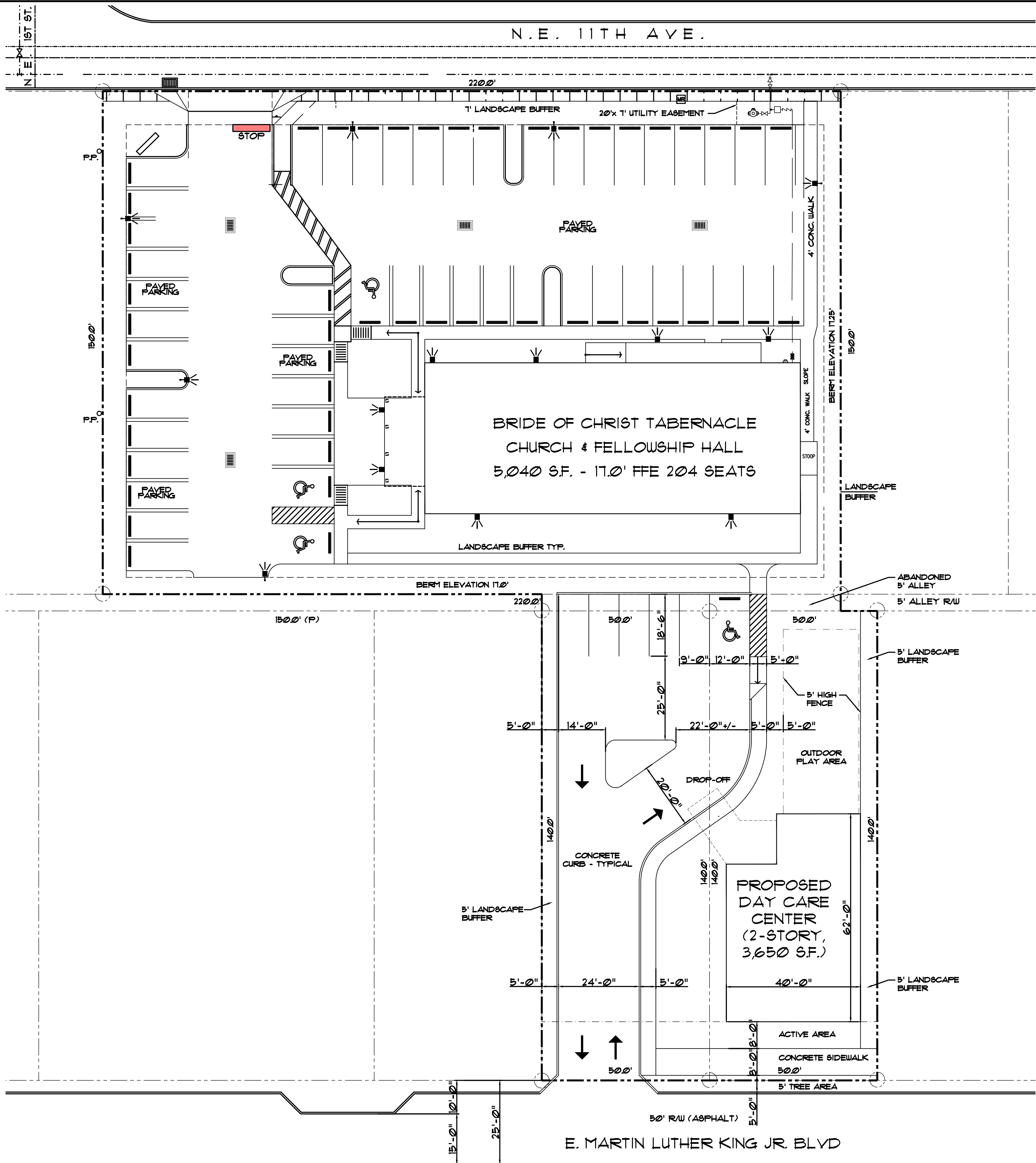
NE 9th Ave

NE 9th Ave

NE 9th Ave

NE 1st St





1 ARCHITECTURAL SITE PLAN  
SCALE: 1/16"=1'-0"



### POTENTIAL 2-STORY BUILDING

FIRST FLOOR	SF		
CLASSROOM 1	700	20	35 STUDENTS/SF
CLASSROOM 2	700	20	35 STUDENTS/SF
ENTRANCE LOBBY	120	10	12
GENERAL STORAGE	80	8	10
PREP KITCHEN AND STORAGE	192	12	16
RESTROOM GIRLS	56	7	8
RESTROOM BOYS	56	7	8
ELEVATOR	56	7	8
STAIRS (1)	48	4	12
CUSTODIAL CLOSET	48	6	8
SUBTOTAL 1ST FLOOR			
CIRCULATION (15%)	308.4		
BUILDING CORE & SUPPORT (10%)	205.6		
TOTAL 1ST FLOOR	2,570		

SECOND FLOOR	SF		
STAFF OFFICE 1	144	12	12
STAFF OFFICE 2	144	12	12
MEETING ROOM	168	12	14
WOMENS RESTROOMS (SINGLE)	63	7	9
MENS RESTROOMS (SINGLE)	63	7	9
ELEVATOR	56	7	8
ELEVATOR EQUIPMENT ROOM	36	6	6
STAIRS (1)	48	4	12
CUSTODIAL CLOSET	36	6	6
COPY & GENERAL STORAGE	100	10	10
MECH/ELECT/DATA ROOM	96	8	12
SUBTOTAL 2ND FLOOR	858		
CIRCULATION (15%)	128.7		
BUILDING CORE & SUPPORT (10%)	85.8		
TOTAL 2ND FLOOR	1,072.5		
TOTAL 1ST & 2ND FLOORS	3,642.5		

### PARKING: (1 PER 300 GSF & 50% REDUCTION)

3,650 GSF/300 = 12.16 CARS @ 50% REDUCTION = 6.08 SPACES REQUIRED.  
ON-SITE (5) SPACES & (1) ADA SPACE.

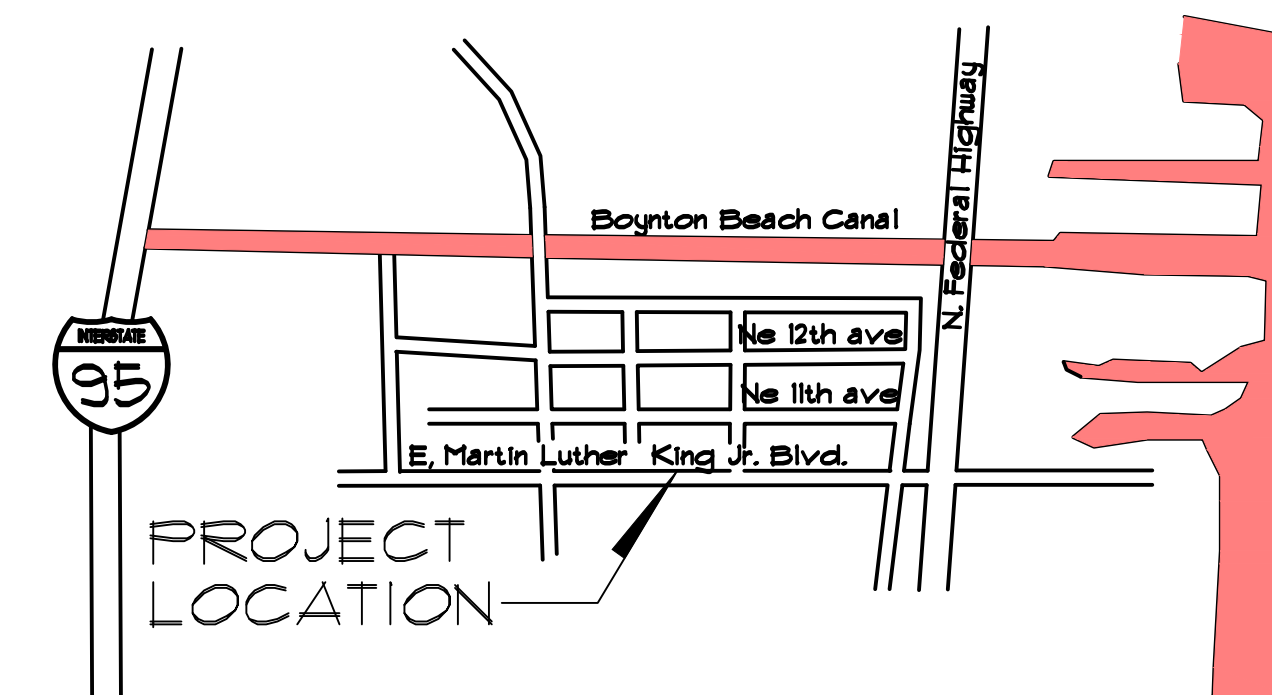
### LAND AREA:

LOT 27 - 0.161 AC  
LOT 28 - 0.161 AC  
GREEN SPACE @ 5' ALLEY - 0.010 AC  
SUBTOTAL = 0.332  
ADJACENT CHURCH - 0.757 AC  
TOTAL AREA - 1.089 AC

### BUILDING SETBACKS:

FRONT  
SIDE  
REAR

PRELIMINARY  
SITE PLAN



LOCATION MAP

SCALE: N.T.S.



DHGA DESIGN - FL

ARCHITECTURE INTERIORS

225 SOUTHERN BLVD, SUITE 202  
WEST PALM BEACH, FLORIDA 33405  
PH: 561-290-5843 M: 561-329-4147  
ROBERT E. HILL - AR091356 A22602079

BRIDE OF CHRIST TABERNACLE CHURCH  
CHILD DAY CARE CENTER

FLORIDA

202 NE 11TH AVE  
BOYNTON BEACH

DRAWING TITLE

ARCHITECTURAL SITE PLAN  
CONCEPTUAL DESIGN

SEAL

REVISED  
OPTION 2 - 6/19/19

ISSUE DATE  
JUNE XX, 2019

PROJECT NO.  
2019-0101

SHEET NO.

A1.1

# **A P P R A I S A L   R E P O R T**

**VACANT LAND  
207 NORTHEAST 10 AVENUE  
EAST MARTIN LUTHER KING, JR. BOULEVARD  
BOYNTON BEACH, FLORIDA 33435**

**by**

**Vance Real Estate Service  
7481 Northwest Fourth Street  
Plantation, Florida 33317-2204**

**for**

**Boynton Beach Community Redevelopment Agency  
710 North Federal Highway  
Boynton Beach, FL 33435**

**August 6, 2019**





August 6, 2019

Boynton Beach Community Redevelopment Agency  
710 North Federal Highway  
Boynton Beach, FL 33435

RE: Vacant lot, 207 Northeast 10 Avenue, Boynton Beach, FL 33435  
(Legal description is in the report.)

Ladies and Gentlemen:

In fulfillment of our agreement, we transmit our Appraisal Report, in which we develop an opinion of market value for the fee simple estate in the referenced real property as of August 6, 2019. 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.

**FORTY-NINE THOUSAND DOLLARS**  
**\$49,000**

*(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SIXTY-EIGHT (68) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)*

Respectfully submitted,

Jesse B. Vance, Jr., MAI, SRA, ASA  
State-Certified General Real Estate Appraiser RZ-85

Claudia Vance, MAI  
State-Certified General Real Estate Appraiser RZ-173

“MBA” REAL ESTATE MANAGEMENT AND DEVELOPMENT

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# **INTRODUCTION**



**Appraised Lot Looking North**



**Looking NW at a Lot for Tabernacle Parking**



**Looking NE @ the Appraised Lot**



**Looking West on E. MLK, Jr. Blvd.**



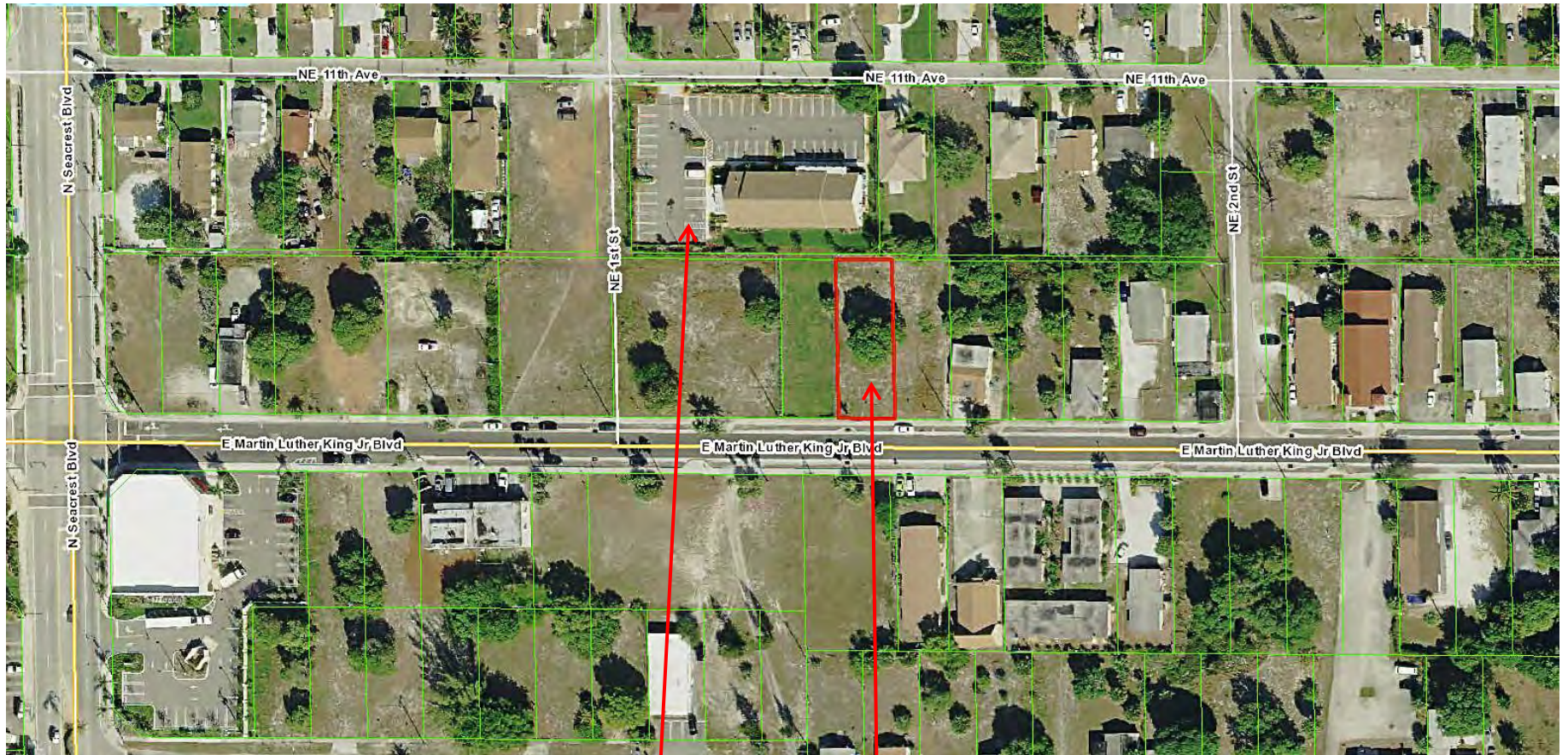
**Looking East on E. MLK, Jr. Blvd.**

**PHOTOS 9F THE SUBJECT & ENVIRONS**

**207 E. MLK, Jr. BLVD.**

**BOYNTON BEACH, FLORIDA**



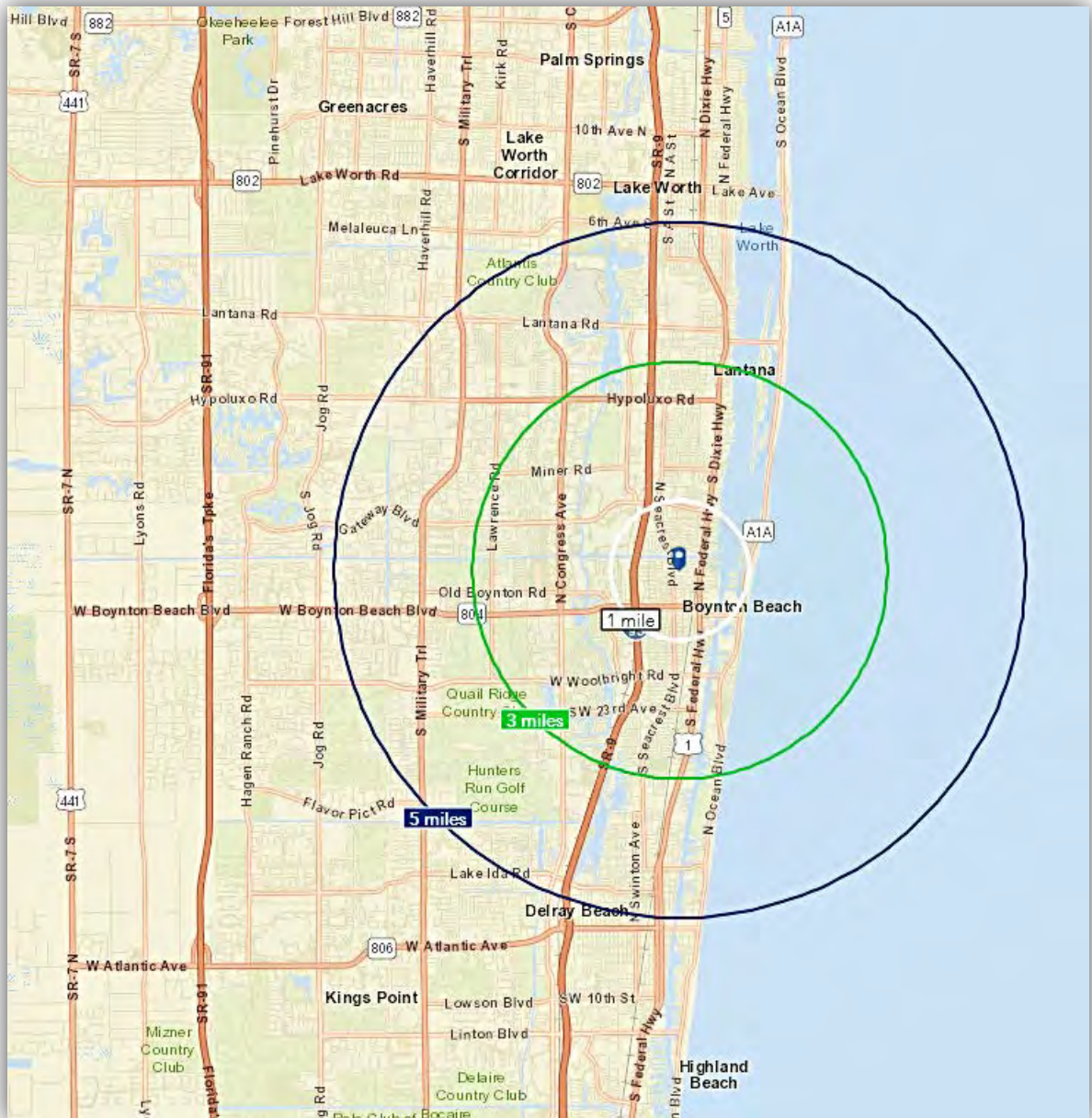


**Bride of Christ Tabernacle**

**Appraised Land**

**AERIAL VIEW OF THE APPRAISED LAND**





**1-3-5 MILE RADII FROM VALUED VACANT LAND  
207 E. MLK, JR. BLVD.  
BOYNTON BEACH, FLORIDA**



## Demographics

207 E. Martin Luther King Jr Blvd, Boynton Beach, Florida 33435  
1-3-5 mile RADII CIRCLES

VANCE REAL ESTATE SERVICE

Latitude: 26.53615

Longitude: -80.06267

	1 mile	3 miles	5 miles
<b>Population</b>			
2000 Population	13,193	73,967	161,723
2010 Population	13,435	83,268	181,457
2019 Population	15,172	92,327	198,982
2024 Population	16,195	98,016	210,329
2000-2010 Annual Rate	0.18%	1.19%	1.16%
2010-2019 Annual Rate	1.32%	1.12%	1.00%
2019-2024 Annual Rate	1.31%	1.20%	1.12%
2019 Male Population	49.1%	47.9%	47.8%
2019 Female Population	50.9%	52.1%	52.2%
2019 Median Age	40.7	44.1	46.8

In the identified area, the current year population is 198,982. In 2010, the Census count in the area was 181,457. The rate of change since 2010 was 1.00% annually. The five-year projection for the population in the area is 210,329 representing a change of 1.12% annually from 2019 to 2024. Currently, the population is 47.8% male and 52.2% female.

### Median Age

The median age in this area is 40.7, compared to U.S. median age of 38.5.

### Race and Ethnicity

2019 White Alone	35.7%	59.9%	64.7%
2019 Black Alone	57.5%	31.0%	25.6%
2019 American Indian/Alaska Native Alone	0.5%	0.3%	0.5%
2019 Asian Alone	0.9%	2.1%	2.3%
2019 Pacific Islander Alone	0.0%	0.0%	0.0%
2019 Other Race	2.9%	3.8%	4.2%
2019 Two or More Races	2.5%	2.9%	2.7%
2019 Hispanic Origin (Any Race)	12.8%	18.2%	19.3%

Persons of Hispanic origin represent 19.3% of the population in the identified area compared to 18.6% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 66.7 in the identified area, compared to 64.8 for the U.S. as a whole.

### Households

2019 Wealth Index	66	86	109
2000 Households	4,790	32,234	70,628
2010 Households	4,943	35,481	77,654
2019 Total Households	5,673	39,271	84,615
2024 Total Households	6,088	41,691	89,359
2000-2010 Annual Rate	0.31%	0.96%	0.95%
2010-2019 Annual Rate	1.50%	1.10%	0.93%
2019-2024 Annual Rate	1.42%	1.20%	1.10%
2019 Average Household Size	2.64	2.32	2.33

The household count in this area has changed from 77,654 in 2010 to 84,615 in the current year, a change of 0.93% annually. The five-year projection of households is 89,359, a change of 1.10% annually from the current year total. Average household size is currently 2.33, compared to 2.31 in the year 2010. The number of families in the current year is 49,024 in the specified area.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.



## Demographics

207 Martin Luther King Jr Blvd, Boynton Beach, Florida 33435  
Rings: 1, 3, 5 mile radii

VANCE REAL ESTATE SERVICE

Latitude: 26.53615  
Longitude: -80.06267

	1 mile	3 miles	5 miles
<b>Mortgage Income</b>			
2019 Percent of Income for Mortgage	25.7%	20.7%	21.9%
<b>Median Household Income</b>			
2019 Median Household Income	\$42,234	\$53,048	\$55,890
2024 Median Household Income	\$50,211	\$60,136	\$64,113
2019-2024 Annual Rate	3.52%	2.54%	2.78%
<b>Average Household Income</b>			
2019 Average Household Income	\$62,568	\$74,367	\$80,537
2024 Average Household Income	\$73,240	\$86,869	\$93,372
2019-2024 Annual Rate	3.20%	3.16%	3.00%
<b>Per Capita Income</b>			
2019 Per Capita Income	\$23,388	\$31,788	\$34,370
2024 Per Capita Income	\$27,504	\$37,113	\$39,803
2019-2024 Annual Rate	3.30%	3.15%	2.98%

### Households by Income

Current median household income is \$55,890 in the area, compared to \$60,548 for all U.S. households. Median household income is projected to be \$64,113 in five years, compared to \$69,180 for all U.S. households

Current average household income is \$80,537 in this area, compared to \$87,398 for all U.S. households. Average household income is projected to be \$93,372 in five years, compared to \$99,638 for all U.S. households

Current per capita income is \$34,370 in the area, compared to the U.S. per capita income of \$33,028. The per capita income is projected to be \$39,803 in five years, compared to \$36,530 for all U.S. households

<b>Housing</b>			
2019 Housing Affordability Index	93	112	105
2000 Total Housing Units	5,552	38,522	84,283
2000 Owner Occupied Housing Units	3,168	23,545	53,200
2000 Renter Occupied Housing Units	1,621	8,690	17,428
2000 Vacant Housing Units	763	6,287	13,655
2010 Total Housing Units	6,221	44,990	97,126
2010 Owner Occupied Housing Units	2,940	23,270	54,473
2010 Renter Occupied Housing Units	2,003	12,211	23,181
2010 Vacant Housing Units	1,278	9,509	19,472
2019 Total Housing Units	6,965	48,650	103,248
2019 Owner Occupied Housing Units	3,178	23,737	55,730
2019 Renter Occupied Housing Units	2,494	15,533	28,885
2019 Vacant Housing Units	1,292	9,379	18,633
2024 Total Housing Units	7,434	51,319	108,251
2024 Owner Occupied Housing Units	3,521	25,390	59,282
2024 Renter Occupied Housing Units	2,567	16,301	30,077
2024 Vacant Housing Units	1,346	9,628	18,892

Currently, 54.0% of the 103,248 housing units in the area are owner occupied; 28.0%, renter occupied; and 18.0% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.4% are renter occupied; and 11.2% are vacant. In 2010, there were 97,126 housing units in the area - 56.1% owner occupied, 23.9% renter occupied, and 20.0% vacant. The annual rate of change in housing units since 2010 is 2.75%. Median home value in the area is \$250,677, compared to a median home value of \$234,154 for the U.S. In five years, median value is projected to change by 1.70% annually to \$272,742.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.

## SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

<b>PROPERTY APPRAISED:</b>	Vacant land 207 Northeast 10 Avenue East Martin Luther King, Jr. Boulevard Boynton Beach, FL 33435
<b>OWNERSHIP:</b>	Boynton Beach Community Redevelopment Agency 710 North Federal Highway Boynton Beach, FL 33435
<b>LAND AREA:</b>	50 feet (width) x 140 feet (length) = 7,000 sq ft Note: dimension and size are from public records. No sketch of survey is available for review.
<b>BUILDING IMPROVEMENTS:</b>	None
<b>ZONING:</b>	"R-2", Single and two-family residential district in the city of Boynton Beach
<b>LAND USE:</b>	Medium Density Residential
<b>APPRAISAL PURPOSE:</b>	To develop an opinion of market value
<b>INTEREST APPRAISED:</b>	Fee simple
<b>CURRENT USE:</b>	Vacant
<b>HIGHEST AND BEST USE:</b>	As vacant: Currently, a single residence or two dwelling residence. In the future, to be assembled with adjacent land for a higher density residential development.
<b>VALUE BY THE SALES COMPARISON APPROACH:</b>	

7,000 square feet x \$7.00 per square foot =

**FORTY-NINE THOUSAND DOLLARS**  
**\$49,000**

**VALUATION DATE:** **August 6, 2019**

*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 disposition 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:**                      Boynton Beach Community Redevelopment  
Agency  
710 North Federal Highway  
Boynton Beach, FL 33435

**Property Address:**        207 Northeast 10 Avenue  
East Martin Luther King, Jr. Boulevard  
Boynton Beach, FL 33435

**Legal Description:**        Lot 26, Block 1, E. ROBERTS ADDITION, less  
the south 10 feet for road, Plat Book 1, page 123,  
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 27 001 0260

Land Value:	\$20,117
Improvement Value:	<u>- 0 -</u>
Total Value:	\$20,117
Assessed Value:	\$ 8,785
Ad Valorem Tax:	\$ -0-
Non Ad Valorem Tax:	\$ -0-

Since the subject property is owned by the Boynton Beach Community Redevelopment Agency, it is not assessed for taxation. The value ascribed to the property by the county appraiser may or may not represent current market value.

### **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.

## 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)***

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.

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.

## 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)***

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.

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

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 being made to the 12 acre park and historic cemetery fronting West Martin Luther King, Jr. Boulevard, on the west side of Seacrest Boulevard. Improvements will include landscaping, pavilions, picnic facilities, lighting and security.

## **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)***

### **Population Trends**

The demographic survey in the beginning of the report of 1, 3, and 5 mile radial circles from the appraised property shows the median household income for 2019 in the one-mile radius is \$42,234, for three miles it is \$53,048, and \$55,890 for the five mile circle. The east part of the circles include the residents all the way to the Atlantic Ocean. The median household income for Palm Beach County is \$54,400. In the one-mile circle, population is 15,172. In three miles, population increases to 92,327; at five miles, it is 198,982. However, about one-third of the three and five mile circles are over the Atlantic Ocean. Annual growth rate is anticipated to be 1.12% to 1.31% in the three circles during the next five years as the economy and job market stay strong in South Florida, and new multi-family residential complexes are constructed. 54% of the housing units are owner occupied, with 28% rented. The percentage of renters is higher in this market because many of the single family houses are owned by investors who purchased them after the economic crash in 2008. Vacancy is reported to be 18%; however, this amount is high due to the undercount of the other two categories. Median home value in the five-mile area is \$250,677, including the highly priced homes fronting the Atlantic Ocean and Intracoastal Waterway, compared to median home value of \$234,154 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 is changing 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.



## 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)***

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 have ended. 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 of improved properties, 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. New homes are in the range of \$180,000 to \$250,000. Price range for multi-family dwellings are from about \$70,000 to \$100,000 per unit based on the same factors. Land unit prices had been from about \$5.00 to \$8.00 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.

Family Dollar Store moved into a new retail property in 2015. Recently, it vacated the premises; a new occupant will be sought to meet the shopping needs of neighborhood residents. The building contains 8,100 square foot at the southeast corner of the signalized intersection of Martin Luther King, Jr. Boulevard and North Seacrest Boulevard.

Boynton Beach Community Redevelopment Agency (BB CRA) issued a Request for Proposals (RFP) and Developer Qualifications for Commercial and Residential Redevelopment for land in the Heart of Boynton District along East Martin Luther King (MLK), Jr. Boulevard and NE 9 Avenue. Two projects were selected to be pursued by developers who would seek funding through the Florida Housing Finance Corporation tax credit lottery. Such funding may be several years in the future. The plan is to have high density residential and high density mixed use projects fronting MLK, Jr. Boulevard.

## 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)***

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.

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, is under construction in three sections extending from the south side of Boynton Beach Boulevard south to SE 2 Avenue, encompassing 16.5 acres of land. The north section covers the area of the old city hall and police station which was 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 completed.

The goal of the development projects is to transform Boynton Beach from a retirement community to a vibrant city where residents can enjoy living and working in an attractive setting.

## 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)*

### **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.

### **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.

### **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.

## 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 one platted lot.

**Site Description:** The shape of the site is a rectangular. Approximate dimensions are from the original plat; size is from the Palm Beach County tax roll.

North boundary on adjacent property: 50.00 ft  
East boundary on adjacent property: 140.00 ft  
South boundary on NE 10 Avenue: 50.00 ft  
West boundary on adjacent property: 140.00 ft

Total: 7,000 square feet or 0.1607 of an acre

**Utilities:** All utilities are available in the vicinity of the site.

**Access:** The parcel is accessible via NE 10 Avenue, also known as East Martin Luther King, Jr. Boulevard, a two-laned street, extending from Seacrest Boulevard on the west to North Railroad Avenue on the east. E Martin Luther King, Jr. Boulevard is a main thoroughfare in the Heart of Boynton. It was widened to have parallel parking bays separated by landscaped islands, sidewalks, drainage and streetlights.

**Easements:** Easements are not noted on original plat. If they exist, utility easements would most probably be around the perimeter of the lot.

**Encroachments:** There is no sketch of survey to review to note if there are encroachments.

## 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)*

**Improvement Description:** There are no structural improvements on the land in question.

**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 August 6, 2019.

**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.



## **APPRAISAL REPORT (continued)**

**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: August 6, 2019  
B) Date of the Report: August 6, 2019

### **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.

## **APPRAISAL REPORT (continued)**

For Sales Comparison Approach-Land Valuation, land sales are compared to each other and to the property under appraisal 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 improvements 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 were no sales of the property in the past three years. The subject lot was conveyed along with five other properties from the City of Boynton Beach, FL to the Boynton Beach CRA for a nominal consideration in July, 2010, with a corrective deed in November, 2010. A copy of the later is in the Addenda.

## **APPRAISAL REPORT (continued)**

**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 7,000 square feet; the shape is a rectangle. All utilities are available in the vicinity of the site. The site is accessible via NE 10 Street, with Seacrest Boulevard to the west and North Railroad Avenue to the east. Physical constraint to develop the site is its size which governs the number of potential improvements which can be placed on it.

#### **Legally Permissible as Vacant**

Legal restrictions to the development of the site consist of land use designation, building and zoning codes, platting restrictions and restrictive covenants. Land use designation is medium density residential, maximum density of 9.58 dwelling units per acre. Zoning is "R-2", Single family and Two-family Residential District in the City of Boynton Beach. Maximum number of dwelling units per lot in "R-2" district is two if the lot size meets current code. Since the subject market area was platted prior to the current code, there are exceptions which may permit one or two dwelling structures on the lots in the area.

## **HIGHEST AND BEST USE OF THE PROPERTY AS VACANT**

In the “R-2” district, minimum lot area is 4,500 square feet per unit for a duplex; minimum lot frontage is 75 feet. The subject land size is 7,000, with a width of 50 feet. It appears that the appraised lot is a legal non-conformity under the current standards; perhaps it could be improved with one single family dwelling. However, the plan is to have a more intense use of the land. City officials would determine the permitted use of the appraised 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, with a density of 28 dwelling units per acre.

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. Future financially feasible use of the appraised land is to assemble it with as many lots as possible and construct a multi-dwelling project. However, such a project would require a land use and zoning change; no such change is pending for the subject lot at this time.

## **HIGHEST AND BEST USE OF THE PROPERTY AS VACANT**

Thus, under the current land use and zoning for the lot, financially feasible use would have to be a single family dwelling. Although, this use is not in the plans for the revitalization of the area.

The most probably buyer for the site is a local developer familiar with the revitalization that will occur in the subject market area. Alternatively, the buyer could be a community agency which would construct the single family residence then sell the land and house to an end-user. In either case, time for 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 current Highest and Best Use of the appraised property as vacant is to improve it with a single family residence. Future use is to assemble it with adjacent land for a higher density multi-family project. 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 AND LAND SALE LOCATION MAP**

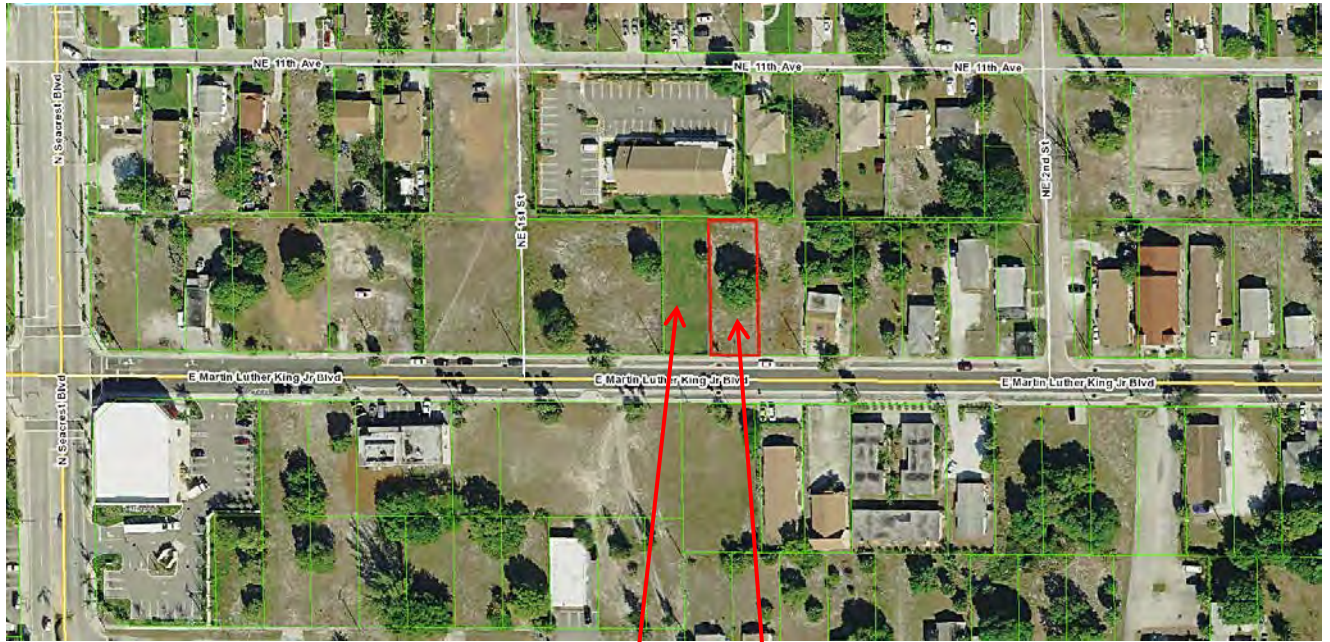
The map displays the following features:

- Land Sales:** Four specific areas are highlighted with red boxes and labeled "SALE 1", "SALE 2", "SALE 3", and "SALE 4".
- Subject Property:** A location is identified with a green box and labeled "SUBJECT".
- Geographic Context:** The map shows the coastline of Boynton Beach, the Boynton Canal, and major highways including Interstate 95 (I-95) and U.S. Highway 1.
- Infrastructure:** Numerous streets are shown, including NW 1st St through NW 21st St, NE 1st St through NE 20th Ln, and E Ocean Ave through E Boynton Beach Blvd.
- Local Businesses:** Various establishments are marked, such as Evans Soul Food Restaurant, Roberts Restaurant & Take Out, Lucky Chinese Takeout, and Holiday Inn Express.
- Map Elements:** A scale bar at the bottom right measures distances from 0 to 2000 feet. A north arrow is located at the bottom center, pointing towards the top of the map.

## LAND SALES

SALE NO.	1
LEGAL DESCRIPTION	Lot 27, Block 1 of E. Roberts Addition to Boynton, FLA, Plat Book 1, Page 123, Palm Beach County
RECORDED	O. R. Book 28358, Page 1638
GRANTOR	Larann Land Investments, LLC
GRANTEE	Bride of Christ Tabernacle, Inc.
DATE OF SALE	June 6, 2016
LOCATION	199 E. Martin Luther King Blvd. (NE 10 Avenue) Boynton Beach, FL
ZONING	“R-2” Residential/ Duplex
SALE PRICE	\$50,000
PROPERTY DESCRIPTION	7,000 square foot vacant lot (50’ x 140’)
UNITS OF COMPARISON	\$7.14 per square foot
FOLIO NUMBER	08-43-45-21-27-001-0270
CONDITIONS OF SALE	Arm’s length cash transaction
PROPERTY RIGHTS SOLD	Fee Simple
CONFIRMED	Grantee: Mr. Claude Maxime
HIGHEST & BEST USE	Parking for adjacent church
PRESENT USE	Vacant land
INTENDED USE	Parking for adjacent church
COMMENTS	Lot fronting Martin Luther King, Jr. Blvd; purchased by adjacent church to the north for church parking.





**Appraised Land**

**LAND SALE 1**  
**199 E Martin Luther King, Jr. Blvd**  
**Boynton Beach, FL**



## LAND SALES

SALE NO.	2
LEGAL DESCRIPTION	Lot 6, Block 9, HAPPY HOME HEIGHTS, Plat Book 11, Page 30, Palm Beach County
RECORDED	O. R. Book 30096, Page 201
GRANTOR	Nery F. Leon
GRANTEE	Blue Sky Construction Investments, LLC
DATE OF SALE	August 30, 2018
LOCATION	324 NE 12 Avenue Boynton Beach, FL
ZONING	“R-2” Residential/ Duplex
SALE PRICE	\$26,000
PROPERTY DESCRIPTION	3,780 square foot vacant lot (42’ x 90’)
UNITS OF COMPARISON	\$6.88 per square foot
FOLIO NUMBER	08-43-45-21-20-009-0060
CONDITIONS OF SALE	Arm’s length cash transaction
PROPERTY RIGHTS SOLD	Fee Simple
CONFIRMED	Nery Leon, grantor
HIGHEST & BEST USE	Most probably a single family residence
PRESENT USE	Vacant land
INTENDED USE	Single family residence
COMMENTS	One platted lot in the R-2 district that has a substandard size for duplex development, but maybe improved with a single family residence. City officials make the determination of use.



**AERIAL PHOTO OF LAND SALE NO. 2**  
**324 NE 12 AVENUE**  
**BOYNTON BEACH, FLORIDA**

## LAND SALES

SALE NO.	3
LEGAL DESCRIPTION	Lots 344 & 345, CHERRY HILLS, Plat Book 4, Page 58, Palm Beach County
RECORDED	O. R. Book 30691, Page 978
GRANTOR	MM Development, LLC
GRANTEE	Palms Asset Management, LLC
DATE OF SALE	June 18, 2019
LOCATION	521 NW 11 Avenue Boynton Beach, FL
ZONING	“R-3”, Multi-family residential
SALE PRICE	\$34,000
PROPERTY DESCRIPTION	5,000 square foot vacant lot (50’ x 100’)
UNITS OF COMPARISON	\$6.80 per square foot
FOLIO NUMBER	08-43-45-21-14-000-3440
CONDITIONS OF SALE	Arm’s length cash transaction
PROPERTY RIGHTS SOLD	Fee Simple
CONFIRMED	Michael Hilghman for grantee
HIGHEST & BEST USE	Most probably a single family residence
PRESENT USE	Vacant land
INTENDED USE	Single family residence
COMMENTS	Two platted lot in the R-3 district that has a substandard size for multi-family development, but maybe improved with a single family residence. City officials make the determination of use.



**AERIAL PHOTO OF LAND SALE NO, 3  
521 NW 11 AVENUE  
BOYNTON BEACH, FLORIDA**

## LAND SALES

SALE NO.	4
LEGAL DESCRIPTION	Lot 13 and the East 38 feet of Lot 14, HILLTOP VILLAGE, Plat Book 24, page 70, Palm Beach County, FL
RECORDED	O. R. Book 29551, Page 1131
GRANTOR	Eddie Thomas, et al
GRANTEE	Boynton Beach Community Redevelopment Agency
DATE OF SALE	December 21, 2017
LOCATION	230 West Martin Luther King, Jr. Boulevard Boynton Beach, FL
ZONING	“R-2”, Single and two-family residential district
SALE PRICE	\$81,500
PROPERTY DESCRIPTION	11,648 square foot (irregular shaped) vacant land parcel
UNITS OF COMPARISON	\$7.00 per square foot
FOLIO NUMBERS	08-43-45-21-09-000-0130
CONDITIONS OF SALE	Cash sale. Arm’s length transaction.
PROPERTY RIGHT SOLD	Fee Simple
CONFIRMED	Grantee, Boynton Beach CRA
HIGHEST & BEST USE	Duplex
PRESENT USE	Vacant
INTENDED USE	Assemblage
COMMENTS	Boynton Beach CRA is acquiring properties in the area to be assembled into larger sites and readied for redeveloped.





**LAND SALE 4**  
**230 W MARTIN LUTHER KING, JR. BLVD.**  
**BOYNTON BEACH, FL**

## LAND SALE COMPARISON CHART

<u>Land Sales</u>	<u>Sale Date</u>	<u>Sale Price</u>	<u>Size Sq.Ft.</u>	<u>Site Zoning</u>	<u>Price per Square Foot</u>
<b>1</b> 199 E. MLK Boulevard Boynton Beach, Florida	06/06/2016	\$50,000	7,000	"R-2"	\$7.14
<b>2</b> 324 NE 12 Avenue Boynton Beach, Florida	08/30/2018	\$26,000	3,780	"R-2"	\$6.88
<b>3</b> 521 NW 11 Avenue Boynton Beach, Florida	06/18/2019	\$34,000	5,000	"R-3"	\$6.80
<b>4</b> 230 W MLK, Jr. Blvd. Boynton Beach, Florida	12/21/2017	\$81,500	11,648	"R-2"	\$7.00
<b><u>SUBJECT</u></b> 207 E MLK Boulevard Boynton Beach, Florida	<b><u>Value Date</u></b> 08/06/2019	<b><u>Value</u></b> <u>\$49,000</u>	7,000	"R-2"	<b><u>Unit Value</u></b> <u>\$7.00</u>

## SALES COMPARISON APPROACH LAND VALUATION

Of the several methods to develop an opinion of land value, the one considered to be the most reliable is the Sales Comparison Approach. In this method, sales of other similar vacant parcels are compared to the site concerned; then adjusted for differences to arrive at land value. For the opinion to be supportable, there must be an adequate number of sales of similar properties for comparison to the subject.

The steps of sales comparison in Land Valuation are:

- 1) Locate and collect information of recent sales of sites most similar to the land being appraised.
- 2) Verify the sales information with parties to the transactions, including details of financing and any special considerations or non-typical market features.
- 3) Select relevant units of comparison and develop a comparative analysis for each unit.
- 4) Compare and adjust the sales to the subject using the significant, market-derived units of comparison.
- 5) Reconcile all value indications from the comparisons into a single value opinion by this approach.

The appraised land consists of one platted lot containing 7,000 square feet or 0.1607 of an acre. Zoning is “R-2”, one and two family-residential district. Current highest and best use is for development of a single family residence; future highest and best use is to assemble it with adjacent lots to construct a multi-family project of 20 dwelling units per acre. However, this use would require a change of land use and zoning, with no change pending.

A search was made to find recent sales of sites similar to the subject in the Heart of Boynton district and in similar areas. The four land sales in this report are most representative of market value for the land being appraised. Details of the transactions are on the sale sheets and chart.

The unit of comparison relevant to this valuation is Sale Price per Square Foot of Land. The range of unit prices is from \$6.80 per square foot to \$7.14 per square foot of land.

### ELEMENTS OF COMPARISON

*Elements of comparison are the characteristics of transactions and properties that cause variation in prices paid for real estate. The Appraisal of Real Estate continues by stating that there are basic elements of comparison that may be considered in sales comparison analysis for land valuation. The first group is termed transactional elements being: real property rights conveyed, financing terms, conditions of sale and market conditions. This second group of property elements consists of location, physical characteristics and use. Each element is hereafter addressed.*

(Continued)

## LAND VALUATION

(Continued)

### Real Property Rights Conveyed

*A transaction price is always predicated on the real property interest conveyed.* Property interests conveyed can either be fee simple (without tenants) or leased fee (subject to leases). An adjustment for property rights conveyed is based on whether a leased fee interest was sold with leases at market rent, or below or above market rent.

In the case of land, there could be a land lease on the site that would create a leased fee interest. The lease amount would require examination to see if the tenant (the leasehold interest) had a value greater than zero. If it is, then the submarket rental rate would give some of the property value to the tenant.

The real property right conveyed in the land sales was fee simple interest, the same interest valued for the land in question. No numerical adjustment is warranted for this element of comparison.

### Financing Terms

Financing terms may have a bearing on the price paid for a property. Such terms that may affect price include assuming a mortgage at lower than current interest rates, the seller paying a buydown for the buyer to have a lower interest rate, or the seller providing financing for a transaction at lower than typical institutional rates. In all of these cases, the buyer could have paid higher prices in such transactions to obtain favorable financing.

All of the land sales were in cash, which is the most common form of payment for vacant lots in the subject area. No adjustments are made for this element of comparison.

### Conditions of Sale

Condition of sale addresses the motivation of buyers and sellers. Such motivations include a seller accepting a lower than market price for needed cash, a lender selling a previously foreclosed property to comply with regulations imposed on the institution, or a buyer purchasing an adjacent property. Even arm's length transactions may be the result of atypical motivation, such as lack of exposure time to the market, the result of an eminent domain proceeding, or tax consideration.

The land sales cited in this report are arm's length transactions. Grantors and grantees of Land Sales 1, 2 and 3 were private parties. The Boynton Beach Community Redevelopment Agency (BB CRA) purchased No. 4 in a negotiated sale at the market price. Sales data show the BB CRA is paying the market rate for land in the vicinity. No adjustments are necessary for conditions of sale.

Bride of Christ Tabernacle, grantee of Sale 1, purchased the lot for parking for the place of worship. Reportedly, the Tabernacle wants to acquire the appraised lot for more expansion of the facility. Grantees of Sales 2 and 3 appear to be in the construction business. BB CRA purchased No. 4 as part of the on-going acquisition for assemblage for new projects in the market area. Conditions of sale for the transactions are typical for the neighborhood.

(Continued)

# LAND VALUATION

(Continued)

## Market Conditions

*Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of the value estimate require adjustment for any differences that affect their value.* The most common adjustment for market condition is time; however, the passage of time itself is not the cause of the adjustment. Market conditions which change over time are the reason to make the adjustment, such as appreciation or depreciation due to building inventory, changes in tax laws, investor's criteria, building moratoriums, fluctuation in supply and demand, et cetera. It is also possible that there is no change in market condition over time.

One sale occurred in each of the last four years. Land Sale 1, closing in 2016, is included in the analysis because it is adjacent to the west of the appraised land. The range of unit prices during this time period is narrow, suggesting that market conditions have remained about the same during the range of sale dates and the effective date of appraisal. Hence, no adjustment is necessary for this element of comparison.

Adjustments for transactional elements of comparison were considered; now, the land sales are likened to the subject and to each other for property elements of comparison.

## Location

The location of a property is a key factor in prompting a buyer to purchase it. Location encompasses many aspects such as road frontage, access, traffic count, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, et cetera.

Typically, properties in a neighborhood share some of the same locational characteristics such as age, condition, and style. However, there may be differences such as corner location, view, and zoning, to name a few. Properties of a similar type may be in different locations, yet the locations may share enough similarities to justify comparison. Factors of similarity between locations include average daily traffic counts, zoning and/or land use, and market composition.

Locations of the appraised parcel and the land sales are in central Boynton Beach, where the peak of construction took place in the mid-twentieth century. Redevelopment is occurring because old improvements are razed to make way for new residential and commercial projects, most with the financial support or incentives is from governmental and social agencies. Land Sale 1 was purchased by the Boynton Beach Community Redevelopment Agency, the primary buyer of properties in the subject market area. Future plan for the subject market area is to assemble sufficient land to be of a size to be attractive to a private developer to purchase for a new residential, commercial or mixed use project.

(Continued)



## **LAND VALUATION**

(Continued)

Land Sale 1 and the land concerned front East MLK, Jr. Boulevard, a main neighborhood thoroughfare with an improved streetscape. Land Sales 2 and 3 are situated along neighborhood streets. No. 4 fronts West MLK, Jr. Boulevard, west of Seacrest Boulevard. Sale 1 and the subject have a greater potential for higher density residential development, if zoning and land use were changed. Density for Land Sales 2, 3 and 4 would most probably remain as is, and be improved with single family or two family dwelling. They have less potential of a changed to mixed use. More emphasis is placed on Land Sale 1 for its locational similarity to the land in question.

### **Physical Characteristics**

Physical characteristics to be considered for adjustments are those that cause a difference in price to be paid by the market. A wide range of such items includes land size, shape, frontage, topography, view, access, functional utility, et cetera. Adjustments for physical characteristics are best derived from the market by paired sales comparison.

Through the process of searching for comparable sales, the physical characteristics are of great import. From the universe of possible comparable sales, those that are most similar to the site appraised are presented in the report for analysis and comparison to the subject. The less the number of physical differences, the better.

The land sales consist of one lot, 1.5 lots or two lots. The range of sizes for the sales is from 3,780 to 11,648 square feet. Land Sale 1 is most similar in size to the appraised site at about 7,000 square feet (no surveys are available for exact size). For smaller sites in the subject market area, land size does not appear to be a significant factor affecting price. Thus, no adjustment is made for this element of comparison.

### **Use**

For sites to be comparable, they should have similar uses. Future Highest and Best Use for the land concerned along with Land Sale 1 is to be assembled with adjacent lots to have sufficient size for a multi-family project. More emphasis is placed on the unit price of this land sale for the final value opinion of the subject. Land Sales 2, 4 and 4 could also be assembled with adjacent lots for lower density residential projects. The elements of comparison of location and use are closely related in this data set. Land Sale 1 is more similar to the subject for these elements of comparison.

## FINAL VALUE OPINION

Following is a summary of the square foot unit sale prices for the land sales:

<u>Land Sale</u>	<u>Sale Price per Square Foot</u>
1	\$7.14
2	\$6.88
3	\$6.80
4	\$7.00

The locational and physical elements of comparison place the unit value of the appraised land close to the unit sale price of Land Sale 1. As mentioned, the unit prices of all of the sales are in a close range. With more weight on Land Sale 1 and some consideration for the other land sales, the unit value for the appraised land is \$7.00 per square foot.

The quantity of the comparable data is sufficient to have an overview of the market for lots in the mid-section of the city of Boynton Beach. The quality of the data is good in that it provides a sound basis to develop an opinion of value for the land under appraisal. 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 August 6, 2019 is:

\$7.00/sq.ft. x 7,000 square feet = **\$49,000**

**FORTY-NINE 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 October 15, 2018.

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 July 26, 2019.

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.



August 6, 2019

Jesse B. Vance, Jr., MAI, SRA, ASA  
Florida State-Certified General Real Estate Appraiser No. RZ-85



August 6, 2019.

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 August 6, 2019



Claudia Vance, MAI

State-Certified General Real Estate Appraiser No. RZ 173 August 6, 2019

# **ADDENDA**





This Instrument was Prepared By:  
**Annabella Barboza, Esquire**  
 GOREN, CHEROF, DOODY & EZROL, P.A.  
 3099 East Commercial Boulevard, Suite 200  
 Fort Lauderdale, Florida 33308

ENC: 08-43-45-21-10-005-0090  
 08-43-45-21-10-005-0100  
 08-43-45-21-04-000-0202  
 08-43-45-21-10-004-0130  
 08-43-45-21-25-001-0040  
 08-43-45-21-27-001-0260

CFN 20100456701  
 OR BK 24226 PG 0249  
 RECORDED 12/01/2010 15:17:09  
 Palm Beach County, Florida  
 AMT 10.00  
 Doc Stamp 0.70  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0249 - 251; (3pgs)

### CORRECTIVE DEED

THIS CORRECTIVE DEED is made on this 16<sup>th</sup> day of November, 2010 by and between the **City of Boynton Beach, a Florida municipal corporation**, whose post office address is 100 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435 (hereinafter referred to as "Grantor") and the **Boynton Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S.**, whose post office address is 915 South Federal Highway, Boynton Beach, Florida 33435 (hereinafter referred to as "Grantee").

### WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and quit-claimed to said Grantee and Grantee's successors and assigns forever the following described real property situate, lying and being in PALM BEACH County, Florida, to wit:

*SEE ATTACHED LEGAL DESCRIPTION IN EXHIBIT A*

**Note:** This Corrective Deed is given to reflect the correct legal description of the vacant lot identified with PCN 08-43-45-21-27-001-0260 that was included in that certain Quit Claim Deed dated July 20, 2010 and recorded in Official Records Book 23963, Page 665 of the Public Records of Palm Beach County, Florida.

SUBJECT TO: Taxes for current year and subsequent years, restrictions, reservations, easements and other matters of record.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of said Grantee forever.

IN WITNESS WHEREOF, Grantor hereunto sets Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered  
 in the presence of:

**CITY OF BOYNTON BEACH**

Tammy Stanzione  
 Witness Name: Tammy Stanzione

[Signature]  
 By: José Rodriguez, Mayor

Leah Krasnoff  
 Witness Name: LEAH KRASNOFF

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2010 by **José Rodríguez, as Mayor of the City of Boynton Beach, a Florida municipal corporation**, on behalf of the City, who is personally known to me or has produced a Florida Driver's License as identification.

*Catherine Cherry-Guberman*  
NOTARY PUBLIC  
*Catherine Cherry-Guberman*

NOTARY PUBLIC-STATE OF FLORIDA  
Catherine Cherry-Guberman  
Commission # DD792144  
Expires: MAY 27, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

This is not a certified copy

**EXHIBIT A  
LEGAL DESCRIPTION**

Lot 9, Block 5 of PALM BEACH COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 11, Page 43 of the Public Records of Palm Beach County, Florida.

**PCN 08-43-45-21-10-005-0090**

Lot 10, 11, 12 and 13, Block 5 of PALM BEACH COUNTRY CLUB ESTATES, according to the plat thereof as recorded in Book 11, Page 43 of the Public Records of Palm Beach County, Florida.

**PCN 08-43-45-21-10-005-0100**

South 100 feet of the West 5 feet of Lot 20, and Lots 21 and 22 of ROBERT WELLS' SUBDIVISION, according to the plat thereof, as recorded in Plat Book 11, Page 66 of the Public Records of Palm Beach County, Florida, LESS the North 10 feet for road right-of-way purposes.

**PCN 08-43-45-21-04-000-0202**

Lot 13, Block 4 of PALM BEACH COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 11, Page 43 of the Public Records of Palm Beach County, Florida.

**PCN 08-43-45-21-10-004-0130**

Lots 4 and 5, Block 1 of FRANK WEBBER ADDITION TO BOYNTON, FLA, according to the plat thereof, as recorded in Plat Book 9, Page 3 of the Public Records of Palm Beach County, Florida, LESS and EXCEPT the South 10 feet thereof.

**PCN 08-43-45-21-25-001-0040**

Lot 26, Block 1 of E. ROBERTS ADDITION, less the South 10 feet for a road right-of-way, according to the Plat thereof, as recorded in Plat Book 1, Page 123 of the Public Records of Palm Beach County, Florida.

**PCN 08-43-45-21-27-001-0260**

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E. *R-2 Single and Two-family Residential District.*

1. General. The purpose of the R-2 zoning district is to implement the medium density residential (MeDR) future land use map (FLUM) classification of the Comprehensive Plan. The intent of this conventional district is to stabilize and protect existing residential neighborhoods with densities no greater than ten (10) dwelling units per acre, and allowing limited types of non-residential uses.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-9). Existing and/or planned single-family homes shall conform to the R-1 district requirements; however, for duplex homes, the following lot and building requirements shall be observed:

<b>BUILDING/SITE REGULATIONS</b> R-2 District	
<b>Minimum lot area (per unit):</b>	4,500 s.f. <sup>1</sup>
<b>Minimum lot frontage:</b>	75 feet
<b>Minimum yard setbacks:</b>	
Front:	25 feet <sup>2</sup>
Rear:	25 feet <sup>3</sup>
Interior side:	10 feet <sup>2</sup>
Corner side:	25 feet <sup>2,3</sup>
<b>Minimum living area:</b>	750 s.f.
<b>Maximum lot coverage:</b>	40%
<b>Maximum Floor Ratio Area (FAR)</b>	0.10 <sup>4</sup>
<b>Maximum structure height:</b>	25 feet <sup>5</sup>

<sup>1</sup> Single-family dwellings shall be constructed on lots that are no less than six thousand (6,000) square feet.

<sup>2</sup> Pursuant to Section 8.B. below, parcels that have frontage on Martin Luther King Jr. Boulevard and are located within the Martin Luther King Boulevard Overlay Zone shall have front, side interior, and side corner setbacks in accordance with the mixed use-low intensity 1 zoning district (see Section 6.H. below).

<sup>3</sup> On corner lots, the side setback adjacent to the street shall be not less than one-half (1/2) the front yard setback. However, where orientation of adjacent lots on both street frontages provide typical front yard setbacks, the corner lot shall provide for front yard setbacks along both streets. When two (2) front yard setbacks are provided for on a corner lot, no rear yard setback shall be required, only side yard setbacks shall be imposed.

<sup>4</sup> A floor area ratio (FAR) up to 0.10 may be considered for non-residential uses allowed within the R-2 district (see "Use Matrix" – Chapter 3, Article IV, Section 3), pursuant to the medium density residential land use category of the Comprehensive Plan.

<sup>5</sup> Not to exceed two (2) stories.

*D. R-1 Single-family Residential District.*

1. General. The purpose of the R-1 zoning district is to implement the moderate density residential (MoDR) future land use map (FLUM) classification of the Comprehensive Plan. The intent of this conventional district is to encourage single-family dwellings and structures at densities no greater than seven and one-half (7.5) dwelling units per acre, and allowing limited types of non-residential uses.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-8). The following lot and setback requirements shall be observed:

<b>BUILDING/SITE REGULATIONS</b>	
R-1 District	
<b>Minimum lot area:</b>	6,000 s.f.
<b>Minimum lot frontage:</b>	60 feet
Front:	25 feet
Rear:	20 feet
Special rear yard setback reduction for single-story building additions: <sup>1</sup>	
Abutting: I-95 or railroad tracks:	50%
Abutting: Intracoastal:	50%
Abutting: Lakes:	50%
Abutting: Golf Course:	50%
Abutting: Canals wider than 150 ft	50%
Abutting: Canals narrower than 150 ft	33%
Abutting: Perimeter walls of community that abut other than residential:	
Abutting: Commercial or Industrial	50%
Abutting: Public or private park:	50%
Interior side:	7.5 feet
Corner side:	25 feet <sup>2</sup>
<b>Minimum living area:</b>	1,200 s.f.
<b>Maximum lot coverage:</b>	50%
<b>Maximum structure height:</b>	30 feet



**PART III LAND DEVELOPMENT REGULATIONS\*****CHAPTER 3. ZONING****ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES****ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES****Sec. 1. Overview.**

A. *General.* Pursuant to Chapter 1, Article III, Section 5.B., any given parcel of land in the city shall have a zoning district that corresponds with the future land use map (FLUM) classification of the Comprehensive Plan.

B. *Residential Building and Site Regulations (Table 3-1).*

RESIDENTIAL	R-1 AAB	R-1 AA	R-1 A	R-1	R-2 Duplex	R-3 Multi	IPUD	PUD	MHPD
Density (dwelling units per acre):	5	5.5	6	7.5	10	Flexible <sup>13</sup>	Flexible <sup>13</sup>	Flexible <sup>13</sup>	Flexible <sup>13</sup>
Project Area, Minimum (acres)	N/A	N/A	N/A	N/A	N/A	N/A	1 to 5	5+	10+
Lot Area per unit, Minimum (square feet):	9,000	8,000 <sup>11</sup>	7,500	6,000	4,500	4,000 <sup>15</sup>	Flexible <sup>10</sup>	Flexible <sup>10</sup>	4,200
Lot Frontage, Minimum (feet):	90	75	60	60	75	100	Flexible <sup>10</sup>	Flexible <sup>10</sup>	N/A
Living Area, Minimum A/C (square feet):	1,800	1,600	1,400	1,200	750	750	750	750	N/A
Lot Coverage, Maximum:	45%	45%	45%	50%	40%	40%	50%	N/A	N/A
Floor-Area-Ratio (FAR) for Non-Residential,	N/A	N/A	N/A	N/A	0.10 <sup>6</sup>	N/A	0.20 <sup>6</sup>	N/A	N/A

Maximum:									
Structure Height, Maximum (feet):	30	30	30	30	25 <sup>7</sup>	45 <sup>8</sup>	45 <sup>9</sup>	45 <sup>8</sup>	30
Building Setbacks, Minimum (feet):									
Front:	25	25	25	25	25	40	Flexible <sup>5</sup>	Flexible <sup>5</sup>	20
Interior side:	10	10 <sup>11</sup>	7.5	7.5	10	20	Flexible <sup>5</sup>	Flexible <sup>5</sup>	5
Corner side:	25 <sup>4</sup>	25 <sup>4</sup>	25 <sup>4</sup>	25 <sup>4</sup>	25 <sup>4</sup>	40	Flexible <sup>5</sup>	Flexible <sup>5</sup>	10 <sup>14</sup>
Rear:	20 <sup>4</sup>	20 <sup>4</sup>	20 <sup>4</sup>	20 <sup>4</sup>	25 <sup>4</sup>	40	Flexible <sup>5</sup>	Flexible <sup>5</sup>	10 <sup>14</sup>
Special rear yard setback reductions for 1-story building additions abutting:	Maximum Percentage of Reduction:								
I-95 or railroad tracks:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Intracoastal Waterway (ICWW):	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Lake:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Golf course:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Canal wider than 150 feet:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Canal narrower than 150 feet:	33%	33%	33%	33%	N/A	N/A	N/A	N/A	N/A
Commercial/industrial:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Public/private park:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A

→ Sec. 11. Nonconforming Regulations.

A. *Lots and Parcels.*

1. R-1 District, R-1A District, R-2 District, and R-3 District. A detached single-family dwelling may be constructed on any parcel located in an R-1, R-1A, R-2, or R-3 district, provided that it meets all of the following requirements:

- a. The parcel contains at least one (1) whole platted lot, platted prior to August 7, 2001;
- b. The parcel, or assemblage of platted parcels which individually meet the requirements of paragraph a. above, has a frontage of not less than fifty (50) feet, and a lot area of not less than five thousand (5,000) square feet (irregular, other than rectangle-shaped lots with less than five thousand (5,000) square feet of area may be developed if in conformance with all other lot regulations);
- c. All such parcels, when developed, shall comply with all provisions of the Land Development Regulations and applicable building code regulations, including without limitation sections of the building code regulations regarding the impact of construction and drainage on or to adjacent properties.

→ 2. R-2 District. Within R-2 districts, in subdivisions platted prior to the effective date of these Regulations, where the platted lots have a frontage of at least forty (40) feet but less than fifty (50) feet, the following rules shall apply:

- a. A detached single-family dwelling may be constructed on any such parcel, provided that the parcel contains at least one (1) whole platted lot.
- b. A duplex dwelling may be constructed on any parcel, provided that it meets the following requirements:
  - (1) The parcel contains at least two (2) whole platted lots;
  - (2) Property cannot be acquired from adjacent parcels so as to make the subject parcel conforming, without causing the adjacent parcels to become nonconforming or more nonconforming.
- c. For any parcel, lot, or combination of lots, where the total frontage is equal or greater than one hundred twenty (120) feet, and the total area is greater than twelve thousand (12,000) square feet, said property shall not be developed except in accordance with the minimum frontage and lot area required in the R-2 zoning district.

d. Ownership of parcels shall be determined by the property tax rolls on file in the Palm Beach County Property Appraiser's Office as of the effective date of these Regulations.

3. R-1AA District. A detached single-family dwelling may be constructed on any parcel located in an R-1AA district, without requiring a variance, provided that it meets the following requirements:

- a. The parcel contains at least one (1) whole platted lot.
- b. The parcel has a frontage of not less than sixty (60) feet, and a lot area of not less than six thousand, seven hundred fifty (6,750) square feet in area.
- c. It would not be possible to acquire property from adjacent parcels so as to make the subject parcel conforming, without causing the adjacent parcels or structures thereon to become nonconforming or more nonconforming.

For any parcel or lot, or combination of lots under the same ownership, where the total frontage and the total area is equal to or greater than that which is required by the R-1AA district building and site regulations, said property shall not be developed except in accordance with the minimum frontage and lot area required in the particular zoning district.

Not more than one (1) parcel or lot, or combination of lots under the same ownership, that is nonconforming but which meets the requirements under b. above may be developed for a single-family house.

Sec. 2. Standards.

A. General.

1. Rules and Methodology.

a. Parking space requirements shall be computed on the basis of the principal use of a structure or lot, and using gross floor area unless stated otherwise in this article. Gross floor area, for the purposes of this subsection, shall include the floor area occupied by the principal use, plus the floor area occupied by all other enclosed spaces, including but not limited to storage rooms, maintenance and mechanical rooms, offices, lounges, restrooms, lobbies, basements, mezzanines, and hallways.

b. Where several principal uses exist in one (1) structure or on one (1) lot, parking space requirements shall be computed separately for each principal use, unless stated otherwise in this article. Where parking spaces are required in this article for each of several principal uses that commonly occur together, this is done for the purpose of clarification only, and shall not limit the application of the requirement contained in this paragraph.

c. A use shall be considered a principal use, for the purposes of this subsection, if it could exist separately from all other uses in the same structure or on the same lot, and would by itself generate significant parking demand.

d. Where several principal uses exist in one (1) building or part of a building, and the floor area of each principal use cannot be clearly delineated, the parking space requirement for the use requiring the greatest number of parking spaces shall apply.

e. Where a use is not listed below, parking space requirements shall be determined by the City Commission after review and recommendation by the Director of Planning and Zoning or designee.

f. Where the number of required parking spaces as computed includes a fraction, the number of required parking spaces shall be the computed number rounded to the next highest whole number.

g. Except as provided in Section 3.E. below, there shall be provided, at the time of the erection of any structure or establishment of any use, a number of off-street parking spaces in accordance with the following minimum requirements, and subject to the parking requirements of this subsection. Where a structure or use is enlarged or increased in capacity by any means, including a change in building occupancy which requires the provision of additional parking spaces, or a change in use to or which requires additional parking spaces, the minimum number of parking spaces shall be computed by applying these requirements to the entire structure or use.

2. Minimum Number of Required Off-Street Spaces for Non-Residential Uses. No fewer than four (4) parking spaces shall be provided for any non-residential use.

3. Location of Off-Street Parking Areas.

a. Residential. Required parking spaces for all dwellings shall be located on the same lot as the dwelling to be served.

b. Non-residential. Required parking spaces for all non-residential uses shall be owned by the owner of the building or lot to be served, and shall be located on the same lot, or not more than three hundred (300) feet distance, unless the property is located within those areas defined within the adaptive re-use section of the Code (Chapter 4, Article 5, Section 4). In those areas, required parking spaces may be leased within three hundred (300) feet of the use in which they serve, subject to Board and City Commission approval, and the property shall be posted with signage indicating to patrons the location of the leased parking.

B. Table 4-17. Residential and Lodging Uses.

Residential and Lodging Uses	Standard Number of Required Parking Spaces
------------------------------	--

Building area size is based upon gross floor area (in square feet) unless specifically expressed otherwise.	
Single-family, duplex dwelling, or mobile home:	2 <sup>1</sup>
Efficiency or one (1)-bedroom apartment:	1.5 <sup>1,2</sup>
Within mixed use high district:	1.33 <sup>2</sup>
Two (2) or more bedroom apartment:	2 <sup>1,2</sup>
Within mixed use high district:	1.66 <sup>1,2</sup>
Dormitories:	1 per unit
Hotel & motel units containing one (1)-bedroom:	1.25 per unit
Within mixed use high district:	1 per unit
Hotel & motel suite containing two (2) or more bedrooms:	2 per unit
Within mixed use high district:	1 per unit
Group home (types 1 through 4):	1 per 3 beds
Bed & breakfast:	1 <sup>3</sup>
Live/work unit:	1 per 2 units <sup>4</sup>

<sup>1</sup> Residential driveways shall satisfy the parking space requirements for single-family detached dwelling units, duplexes, and multi-family dwelling units containing garages, provided such driveways are of sufficient size to meet the parking space requirements of this subsection. A residential driveway of sufficient size shall be provided prior to the issuance of a certificate of occupancy. For all required parking spaces not located within an enclosed garage, the first parking space shall be the minimum size required for a handicap space, exclusive of public or private rights-of-way, and all other required spaces must be dimensioned in accordance with current city standards. All driveways shall be setback at least two (2) feet from interior side and corner side property lines, and maintained and drained so as to prevent nuisance conditions or a danger to the public and/or adjacent property owners. Any expansion to an existing driveway shall require a zoning permit from the Planning and Zoning Division in accordance with the procedures specified in Chapter 2, Article II, Section 5.B.; however, any driveway expansion (or similar impervious surface) that is equal to or greater than eight hundred (800) square feet shall require the approval of a land development permit in accordance with Chapter 2, Article III, Section 3. Any work, such as a driveway, proposed within the swale (right-of-way) shall require a permit from the Engineering Division in accordance with the procedures specified in Chapter 2, Article III, Section 4.

<sup>2</sup> Guest parking shall be provided at a rate of 0.15 spaces per unit for residential developments consisting of three (3) or more dwelling units.

<sup>3</sup> Required parking shall be calculated on the basis of one (1) space per each employee, manager, or owner and one (1) parking space for each guest unit. Newly created parking may be located only in the rear and side yard.



<sup>4</sup> In addition to the required parking for the residential unit, the city requires that one (1) parking space per two (2) live/work units be provided to meet business activity needs. Parking provided to meet this requirement shall be located on the lot, built into or under the structure, or within three hundred (300) feet of the unit in which the use is located. The distance shall be a straight line measurement from a point on the boundary line of the property of the subject unit to the closest boundary line of the property on which the parking is located. Parking provided to accommodate said space, including driveways of adequate depth in front of the unit's garage, shall not serve as meeting required parking for the unit's residential use.

## **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.



## **Jesse B. Vance, Jr., MAI, SRA, ASA, MBA**

Appraiser · Real Estate Analyst · Reviewer · Expert Witness

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Web Page: [www.vancerealestateservice.com](http://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)
- SEMINAR (AI) - 4 Hours “Technology Tips for Real Estate Appraisers” (9/21/2018)
- SEMINAR (AI) - 3 Hours “Airport Appraisals” (01/25/2019)
- SEMINAR (AI) - 4 Hours “Understanding an Investigation by a State Appraiser Regulatory Board or Agency (5/17/2019)

**F) APPRAISAL TEACHING EXPERIENCE**

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

**G) PROFESSIONAL OFFICES HELD/AWARDS**

NATIONAL B.O.D. MEMBER	-	BOARD OF DIRECTORS of APPRAISAL INSTITUTE (2006- 2008)
AWARD	-	Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
AWARD	-	Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011 For "high ethical standards, contributions to the Appraisal Institute, Community and Appraisal Profession for at least 20 years."
CHAIR	-	REGION X - All of Florida - Appraisal Institute (2008)
VICE-CHAIR	-	REGION X - All of Florida - Appraisal Institute (2007)
THIRD DIRECTOR	-	REGION X - All of Florida - Appraisal Institute (2006)
FINANCE OFFICER	-	REGION X - All of Florida - Appraisal Institute (2006)
PRESIDENT	-	BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
PRESIDENT	-	BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
CHAIR	-	FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
CHAIR	-	FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

**G) PROFESSIONAL OFFICES HELD/AWARDS**

CHAIR	-	FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS
CHAIR	-	EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI
CHAIR	-	CANDIDATES GUIDANCE COMMITTEE, FT. LAUDERDALE CHAPTER AI
CHAIR	-	NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
VICE CHAIR & MEMBER	-	NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)
MEMBER	-	NATIONAL LONG RANGE PLANNING COMMITTEE OF AI
MEMBER	-	NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI
DIRECTOR	-	REGION X (Florida) Appraisal Institute
MEMBER	-	REGION X (FLORIDA) ETHICS AND COUNSELING PANEL
DIRECTOR	-	BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS
DIRECTOR	-	SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS
MEMBER	-	NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
SPECIAL MASTER	-	BROWARD COUNTY BOARD OF TAX ADJUSTMENT
COMMISSIONER	-	17TH JUDICIAL CIRCUIT COURT, Broward County, FL
MEMBER	-	2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

**H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS**

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education;  
 Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;  
 Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.  
 Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.  
 Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.  
 Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.  
 Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

**I) CIVIC INVOLVEMENT**

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW  
 MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD  
 MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES  
 MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")  
 MEMBER CIRCLE OF FRIENDS – NOVA SOUTHEASTERN LIBRARY FOUNDATION  
 MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION  
 MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY  
 MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS  
 MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE  
 MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA  
 LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION  
 MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE  
 U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949



## **Claudia Vance, MAI**

Appraiser · Real Estate Analyst · Reviewer

Vance Real Estate Service · 7481 NW 4 Street · Plantation · FL · 33317

Office: 954-583-2116 Cell: 954-647-7148 Email: [vanceval@att.net](mailto:vanceval@att.net)

Web Site: [www.vancerealestateservice.com](http://www.vancerealestateservice.com)

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Designated appraisers perform the appraisal work, no trainees. Our appraisals are used for financial/ mortgage loan purposes from large mixed use complexes to small owner- occupied properties. We have the qualifications for appraisals submitted to SBA.

Jesse B. Vance, Jr., MAI, SRA, ASA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, deficiency judgments, marriage dissolution, and estates. Our firm values most types of real property interests, timely, professionally, and at competitive costs.

### **PROFESSIONAL QUALIFICATIONS**

#### **A) PROFESSIONAL DESIGNATIONS/ LICENSES**

MAI Designation - APPRAISAL INSTITUTE No. 9451  
 State-Certified General Real Estate Appraiser No. RZ-173  
 Florida State Licensed Real Estate Broker No. BK 0161305  
 VOSB Veteran-Owned Small Business (CCR/Duns 826494957)

#### **B) WORK HISTORY**

1983 - Current Vice President - Vance Real Estate Service  
 1981 – 1983 President - The Appraisal Company, Fort Lauderdale, Florida

#### **C) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION**

U.S. Bankruptcy Court, Southern District of Florida  
 Florida Circuit Court: Broward County

#### **D) PROFESSIONAL DEVELOPMENT PROGRAM REGISTRIES**

Valuation of Sustainable Buildings: Commercial  
 Valuation of Sustainable Buildings: Residential

**E) EXPERIENCE:** 35+years appraising and analyzing real property interests in South Florida.

#### **F) APPRAISER SPECIAL MAGISTRATE FOR THE BROWARD CO VALUE ADJUSTMENT BOARD 2002-2010**

#### **Partial list of real property types valued:**

High value residences, Condominiums/ Co-operatives, Office, Industrial, Multi-family, Restaurants/ bars, Auto dealerships, City Centers, Hotels/ motels, Houses of worship, Schools, Child care centers, Self-storage, Funeral home, Animal Hospital, Mixed use, Nursing homes, Gas sales stations, Marinas, Mobile home parks, Shopping centers, Country clubs/ golf courses, Financial institutions, Bowling centers, Vacant land, Agricultural properties, Environmentally sensitive land

#### **Types of Reports:**

Market Value, Eminent Domain, Marketability, Feasibility, Highest and Best Use, Investment Analyses, Partial Interests, Easement Valuations, Estate planning, Marriage dissolution, Land use studies, Damage/ Contamination studies

**G) PARTIAL LIST OF CLIENTS –**

**PRIVATE:** Individuals, Corporations, Attorneys, Accountants, Habitat for Humanity, Seminole Tribe of Florida

**COMMERCIAL BANKS:** Wells Fargo; BankAtlantic; SunTrust; Citigroup; Space Coast Credit Union; State Farm Bank; Florida Shores Bank; American National Bank; Landmark Bank; City National Bank; Englewood Bank & Trust

SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES

**FLORIDA CITIES:** Fort Lauderdale, Plantation, Cooper City, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, Davie, Hollywood, Pembroke Pines, Hallandale Beach, Lauderhill, Southwest Ranches, Miramar, Boca Raton, Boynton Beach, West Palm Beach, Delray Beach

**FLORIDA COUNTIES and AGENCIES:** Broward, Palm Beach, Broward County Board of County Commissioners, School Board of Broward County, Broward County Housing Authority

**STATE OF FLORIDA** Department of Transportation (FDOT), Department of Environmental Protection

**U.S. Department of Veterans Affairs, U.S. Department of Treasury (IRS), U.S Marshall's Service, U.S. Attorney**

**H) EDUCATIONAL BACKGROUND****Academic:**

Bachelor of Arts Degree – University of New Orleans, New Orleans, LA – Major: English

**Professional:**

Symposium (SREA) - Market Analysis, 1983, Philadelphia  
 Symposium (SREA) - Market Analysis, 1984, Atlanta  
 Symposium (SREA) - Market Analysis, 1985, Vancouver  
 Symposium (SREA) - Market Analysis, 1986, Atlantic City  
 Symposium (SREA) - Market Analysis, 1988, Los Angeles  
 SEMINAR (AI) - Cost Approach (1992/Boston)  
 SEMINAR (AI) - Rates & Ratios (1992/Boston)  
 SEMINAR (AI) - International Appraising (1992/Boston)  
 SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)  
 SEMINAR (AI) - ADA ACT (1993/Reno)  
 SEMINAR (AI) - Hotel Valuation (1993)  
 SEMINAR (AI) - Income Capitalization, Methods (1993)  
 SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)  
 SEMINAR (AI) - Verifying Market Data (1994)  
 SEMINAR (AI) - Market Studies for Appraisals (1994)  
 SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)  
 SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)  
 SEMINAR (AI) - Public Safety & Property Values (1995)  
 SEMINAR (AI) - Outparcel Valuation (1995)  
 SEMINAR (AI) - Computer Technology Video Conference (1995)  
 SEMINAR (AI) - The Internet & the Appraiser (1996)  
 SEMINAR (AI) - Florida Commercial Construction (1996)  
 SEMINAR (AI) - 1996 Data Exchange (1996)  
 SEMINAR (AI) - Real Property Rights in Florida (1996)  
 COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)  
 SEMINAR (AI) - Valuation of Trees (1997)  
 SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)  
 COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)  
 SEMINAR (AI) - Non-Conforming Uses (1998)  
 SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)  
 COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)  
 SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)  
 SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)  
 SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)  
 SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)  
 SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)  
 SEMINAR (AI) - Attacking and Defending an Appraisal (1999)  
 SEMINAR (AI) - Federal Appraisal Requirements (2000)  
 SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)



**H) EDUCATIONAL BACKGROUND (Continued)**

SEMINAR (AI)	- Analyzing Income Producing Properties (2000)
COURSE (AI)	- USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI)	- Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI)	- State of the Appraisal Profession (2001)
SEMINAR (AI)	- Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI)	- Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI)	- Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI)	- How to Appraise the Ugly House (2002)
COURSE (AI)	- 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI)	- Market Trends for 2003 (2003)
SEMINAR (AI)	- Update on Code of Professional Ethics (2003)
PANEL (AI)	- Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI)	- Appraisal Agreements (2003)
SEMINAR (AI)	- Analyzing Distressed Real Estate (2004)
SEMINAR (AI)	- Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI)	- National USPAP Course (2004)
SEMINAR (AI)	- Inverse Condemnation (2004)
SEMINAR (AI)	- Loss Prevention (2005)
SEMINAR (AI)	- Single Family Fraud Awareness (2005)
SEMINAR (AI)	- Guide to the new URAR form (2005)
SEMINAR (AI)	- Technologies for Real Estate Appraisers (2006)
SEMINAR (AI)	- The Appraiser's Role in New Urbanism (2006)
SEMINAR (AI)	- National USPAP Update (2006)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2006)
SEMINAR (AI)	- Scope of Work and the New USPAP Requirements (2006)
SEMINAR (AI)	- Energy Star and the Appraisal Process (2006)
SEMINAR (AI)	- Reappraising, Readdressing, and Reassigning Appraisals (2007)
SEMINAR (AI)	- Real Estate Fraud (2007)
SEMINAR (AI)	- Forecasting Revenue (2007)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2007)
COURSE (AI)	- Business Practice and Ethics #420 (2007)
SEMINAR (AI)	- Supervisor – Trainee Roles and Rules (2008)
COURSE (AI)	- 7 Hour National USPAP Update #400 (2008)
SEMINAR (AI)	- Hypothetical Conditions and Assumptions (2008)
SEMINAR (AI)	- Real Estate Economy (2008)
SEMINAR (AI)	- Public Sector Appraising (2009)
SEMINAR (AI)	- Inspecting the residential "green" house (2009)
WEBINAR (AI)	- Value for Financial Reporting (2009)
SEMINAR (AI)	- The Real Estate Market in 2009
SEMINAR (AI)	- New Government Regulations (2009)
SEMINAR (AI)	- Property Tax Assessment (2010)
SEMINAR (AI)	- 7 Hour National USPAP (2010)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2010)
SEMINAR (AI)	- Supervisor/ Trainee Roles and Rules (2010)
SEMINAR (AI)	- The Real Estate Market (2011)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions- "Yellow Book" (2011)
COURSE (AI)	- 15 Hour Appraisal Curriculum Overview (2011)
SEMINAR (AI)	- Spotlight on USPAP – Agreement for Services (2011)
SEMINAR (AI)	- Trial Components (2011)
SEMINAR (AI)	- Lessons from the Old Economy Working in the New (2012)
SEMINAR (AI)	- Appraisal Review for General Appraisals (2012)
COURSE (AI)	- National USPAP Update (2012)
SEMINAR (AI)	- Florida Law (2012)
SEMINAR (AI)	- Land Valuation (2012)
SEMINAR (AI)	- Valuation of Warehouses (2012)
SEMINAR (AI)	- IRS Valuation (2012)
SEMINAR (AI)	- Business Practices and Ethics (2012)
SEMINAR (AI)	- Real Estate Forecast (2013)
SEMINAR (AI)	- Advanced Marketability Studies (2013)
SEMINAR (AI)	- Developing a Supportable Workfile (2013)

**H) EDUCATIONAL BACKGROUND (Continued)**

SEMINAR (AI)	- Florida Appraisal Law (2014)
SEMINAR (AI)	- Liability Issues for Appraisers performing Litigation & Non-Lending Work (2014)
COURSE (AI)	- 7 Hour National USPAP Update Course (2014)
SEMINAR (AI)	- Florida Law (2014)
SEMINAR (AI)	- New Real Estate Economy (2014)
SEMINAR (AI)	- Economic Engines of Miami-Dade County (2015)
SEMINAR (AI)	- Economic Engines of Broward County (2015)
SEMINAR (AI)	- Tightening the Appraisal (2015)
SEMINAR (AI)	- Evaluating Commercial Construction (2015)
SEMINAR (AI)	- Drone Technology (2015)
SEMINAR (AI)	- Loss Prevention for Appraisers (2016)
COURSE (AI)	- 7 Hour National USPAP Update (2016)
SEMINAR (AI)	- Florida Law (2016)
SEMINAR (AI)	- Redefining the Appraisal & Its Role in an Evolving Banking Environment (2016)
SEMINAR (AI)	- The Tough One, Mixed use properties (2016)
SEMINAR (AI)	- Business Practices & Ethics (2016)
SEMINAR (AI)	- Economic Engines Driving Broward County (2017)
SEMINAR (AI)	- Introduction to Green Buildings & passed exam (2017)
SEMINAR (AI)	- Another View of the Tough Ones (2017)
SEMINAR (AI)	- Appraising for the Office of Valuation Services, Department of the Interior (2017)
SEMINAR (AI)	- Case Studies in Appraising Green Residential Buildings & passed exam (2017)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions & passed exam (2017)
SEMINAR (AI)	- Hot Topics & Myths in Appraiser Liability (2018)
COURSE (AI)	- 7 Hour National USPAP Update (2018)
SEMINAR (AI)	- Florida Law (2018)
SEMINAR (AI)	- Parking & Its Impact on Florida Properties (2018)
SEMINAR (AI)	- What's New in Residential Construction (2018)
SEMINAR (AI)	- Valuation Resources for Solar Photovoltaic Systems (2018)
SEMINAR (AI)	- Technology Tips for Real Estate Appraisers (2018)
SEMINAR (AI)	- Residential & Commercial Valuation of Solar & passed exam (2018)
SEMINAR (AI)	- Airport Appraisals (2019)
SEMINAR (AI)	- Practical Applications in Appraising Green Commercial Properties & passed exam (2019)

**I) PROFESSIONAL INVOLVEMENT**

Region X Representative of the Appraisal Institute 2006 – 2009  
 President of the South Florida Chapter of the Appraisal Institute - 2003  
 First Vice-President of the South Florida Chapter of the Appraisal Institute -2002  
 Second Vice-President of the South Florida Chapter of the Appraisal Institute -2001  
 Secretary of the South Florida Chapter of the Appraisal Institute -2000  
 Treasurer of the South Florida Chapter of the Appraisal Institute - 1999  
 Chair of the Education Committee of the S. Florida Chapter of the Appraisal Institute - 1995, 1996, 1997, 1998, 2007- 2018  
 Director of the South Florida Chapter of the Appraisal Institute 1996 - 1998  
 Member of Region X (Florida) Ethics and Counseling Panel –AI  
 Graduate of the Florida REALTORS Institute (GRI)

**J) CIVIC INVOLVEMENT**

Member of the Navy League of the United States – Fort Lauderdale Council  
 Lifetime Honorary Member- Florida Sheriff's Association  
 Member of Zeta Tau Alpha Alumnae Fraternity



## **CRA BOARD MEETING OF: August 13, 2019**

### **NEW BUSINESS**

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#### **AGENDA ITEM: 15.B.**

##### **SUBJECT:**

Consideration of the CRA's Letter of Interest to Purchase the Property Located at 100 E. Martin Luther King Jr. Blvd fka Family Dollar

##### **SUMMARY:**

The Family Dollar store located at 100 E. Martin Luther King Jr. Boulevard opened in October 2015 and employed between 11-15 staff members, most of whom lived within the CRA and the Heart of Boynton District (see Attachment I). The project was made up of three parcels, two of which were once owned by the CRA and were sold to the developer for \$10 to act as a financial incentive along with \$103,500 in Economic Development Program funds to assist with the cost of construction.

In mid-June 2019, the Family Dollar announced the closing of close to 400 stores nationwide, one of which was the store located on E. Martin Luther King Jr. Boulevard. As a result of the efforts put forth by CRA staff and legal counsel, the current owner of the property has agreed to entertain an offer to purchase the vacant building and property in an amount between \$1.1-\$1.2 million provided that the owner is able to negotiate a lease termination settlement with the Family Dollar/Family Tree Corporation.

CRA legal counsel has prepared a Letter of Interest (LOI) outlining the CRA's desire to purchase the property with the understanding that the owner is successful in terminating the existing lease and will agree to accept a purchase price from the CRA between \$1.1-\$1.2 million (see Attachment II). If purchased, one of the possible uses for the property is that it could be included in the future Centennial MLK Jr. Blvd. Redevelopment Project (see Attachment III).

##### **FISCAL IMPACT:**

FY 2018-2019 Budget Project Fund, Line Item 02-58200-406, \$1.2 million

##### **CRA PLAN/PROJECT/PROGRAM:**

2016 CRA Redevelopment Plan, Heart of Boynton District

##### **CRA BOARD OPTIONS:**

1. Approve the terms of the Letter of Interest for the proposed acquisition of the property located at 100 E. Martin Luther King Jr. Boulevard for the purchase price not to exceed \$1,200,000.

2. Do not approve the terms of the Letter of Interest for the proposed acquisition of the property located at 100 E. Martin Luther King Jr. Boulevard for the purchase price not to exceed \$1,200,000.
  3. Other considerations and direction based on CRA Board discussion.
- 

**ATTACHMENTS:**

**Description**

- ▣ **Attachment I - Location Map**
- ▣ **Attachment II - Letter of Interest for Property**
- ▣ **Attachment III \_ Aerial Map - MLK Jr. Blvd. Project**





**Family Dollar**  
**100 E. MLK Jr. Blvd**



August 13, 2019

David S. Aikenhead  
Aikenhead, Cipes & Supanich  
12121 Wilshire Boulevard, Suite 510  
Los Angeles, California 90025

**Re: Letter of Intent;  
100 NE 10<sup>th</sup> Avenue, Boynton Beach, Florida**

Dear Mr. Aikenhead:

The Boynton Beach Community Redevelopment Agency (hereafter the "Buyer") is considering the purchase in fee simple of the above referenced property (the "Property") from Woodcliff Washington, LLC (hereafter the "Seller") pursuant to the terms outlined below. The Property is located in Boynton Beach, Florida and would be more fully described in the Purchase and Sale Agreement (the "Agreement") that is expected to be executed between the Parties as described below.

Both Parties acknowledge that this letter ("Letter of Intent") and the provisions set forth herein are intended as a preliminary outline of the general business terms of a potential purchase and sale transaction and are expressly subject to the satisfactory completion of Buyer's due diligence investigation, approval by the Buyer's Board and the execution of a binding Agreement in form and substance mutually acceptable to both Parties which is expected to contain more detailed terms and provisions not set forth in this Letter of Intent. This Letter of Intent is not intended to create, nor result in, any liability or obligation of any kind which is legally binding upon or enforceable against Seller or Buyer.

The terms of the purchase and sale transaction being considered are as follows:

1. Buyer Purchase Funds: Buyer will contribute toward the purchase price between \$1,100,000.00 and \$1,200,000.00, payable at the closing of title to the Property (the "Closing"). The Parties understand and agree that the total purchase price paid to Seller shall be the total of the Buyer funds and lease buyout sum set forth in Paragraph 2 below.

2. Lease Buyout: Seller will conclude lease buyout negotiations with existing tenant and agreed upon buyout sum shall be deposited with Escrow Agent (defined below) and

disbursed to Seller at closing.

3. Deposit: Buyer would, at the time the Agreement is fully executed, pay into an escrow account with Buyer's counsel, Lewis, Longman & Walker, P.A. (hereafter "Escrow Agent") a cash deposit of Fifty Thousand and No/100ths Dollars (\$50,000.00), which escrow deposit (the "Deposit") would be paid to Seller at Closing and credited against the Purchase Price.

4. Closing: The Closing would be held on or before \_\_\_\_\_, 2019.

5. Due Diligence and Property Violations: Upon execution of the Agreement, Buyer would proceed with its due diligence investigation, valuation and analysis of the Property and the proposed transaction. During this period ("Due Diligence Period"), Seller would give Buyer and its inspecting agents full access to the Property for purposes of conducting physical inspections of the Property, provided, however, that Buyer shall not conduct any test on the Property that disturbs the condition of the Property without Seller's prior written consent. The Due Diligence period shall not exceed thirty (30) days.

Seller would also furnish to Buyer all permits, studies, surveys and other the documentation pertaining to the Property within five (5) business days of Agreement execution.

6. Purchase and Sale Agreement: The Parties shall execute the Agreement reflecting the terms outlined in this Letter of Intent and other terms mutually satisfactory to each of them. The Agreement will be entered into on or before \_\_\_\_\_, 2019, and shall provide that time is of the essence.

7. Title: At Closing, Seller would convey to Buyer good marketable and insurable fee simple title to the Property free of all liens, encumbrances, survey defects and claims of any kind except title matters that Buyer would specifically accept. Any existing financing currently encumbering the Property would be satisfied at or prior to Closing, and the Property would be conveyed to Buyer on a "free and clear" basis. At Closing an owner's title insurance policy would be issued, and paid for by Seller, as customary in Palm Beach County.

8. Brokerage Indemnification: The Agreement shall also require that the Parties represent that they have not dealt with any broker, finder or like agent in connection with the proposed transaction and each would agree to indemnify the other against any claim, loss, liability or expense, including reasonable attorney's fees, incurred as a result of a breach of such representation.

David S. Aikenhead  
Aikenhead, Cipes & Supanich  
August 13, 2019  
Page 3 of 4

9. Exclusive Dealing: Upon executing this Letter of Intent, Seller would deal only with Buyer in connection with the proposed transaction until the completion of the Due Diligence Period.

As set forth above, this Letter of Intent is not all-inclusive and contains only general parameters of a possible transaction. Should you find the above terms acceptable, please execute below and return to my attention. I look forward to hearing from you and working towards a successful transaction as contemplated above.

Sincerely,

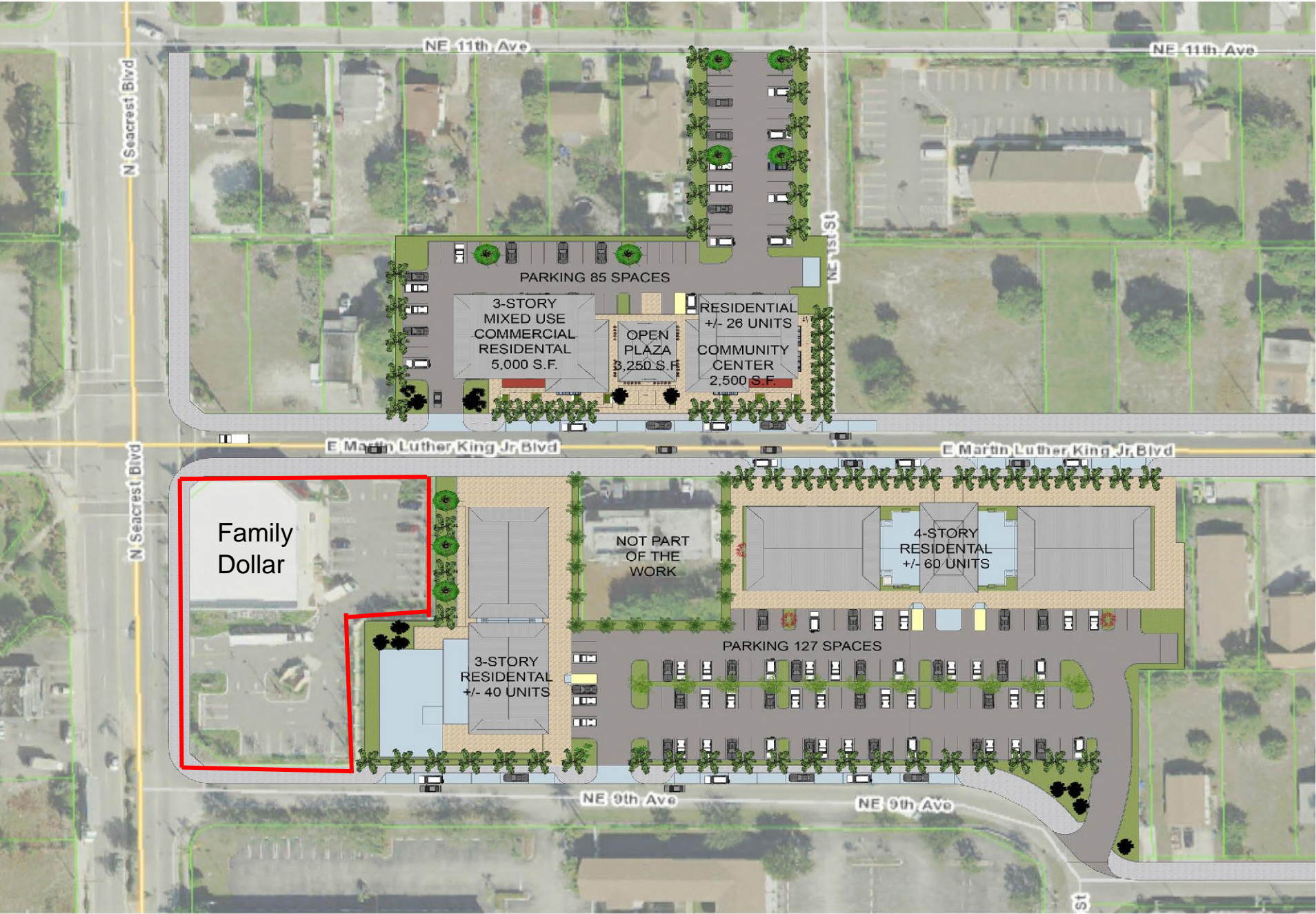
Michael Simon

**SELLER:** WOODCLIFF WASHINGTON, LLC

By: \_\_\_\_\_  
Its: Manager

**BUYER:** BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Steven B. Grant  
Its: Chair



CONCEPTUAL SITE PLAN

BOYNTON BEACH, FL

SITE CALCULATIONS	SPACES
NORTH PARCEL	85
5,000 S.F. COMMERCIAL RETAIL (1/250 S.F.)	20
2,500 S.F. COMMERCIAL CENTER (1/100 S.F.)	25
24 RESIDENTIAL UNITS (1.66 per D.U.)	40
SOUTH PARCEL	153
BUILDING 1 60 UNITS (1.66 per D.U.)	100
BUILDING 2 40 UNITS (1.33 per D.U.)	53
TOTAL PARKING REQUIRED:	238
PARKING PROVIDED:	
NORTH PARCEL (OFF STREET)	85
SOUTH PARCEL (OFF STREET)	127
NE 9TH AVE (ON STREET)	16
DR. MARTIN LUTHER KING JR. BLVD.	28
TOTAL PARKING PROVIDED:	256







## **CRA BOARD MEETING OF: August 13, 2019**

### **NEW BUSINESS**

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#### **AGENDA ITEM: 15.C.**

##### **SUBJECT:**

Consideration of an Interlocal Agreement between the Boynton Beach CRA and City of Boynton Beach for Engineering Services Related to the NE 3rd Street Roadway and Utility Improvements Project

##### **SUMMARY:**

At the July 9, 2019 meeting, the CRA Board approved the disposal of CRA property for the NE 3rd Street dedication and accepted a portion of the NE 3rd Street to be abandoned by the City of Boynton Beach in order to complete the roadway project from E. Martin Luther King Jr. Boulevard south to NE 9th Avenue (see Attachment I). It is the desire of the CRA to build a new NE 3rd Street roadway including utility improvements as well as pedestrian enhancements connecting NE 9th Avenue to E. Martin Luther King Jr. Boulevard and on NE 9th Avenue to Railroad Avenue (see Attachment II).

CRA and City staff have been working together on the conceptual design details of roadway and necessary utility improvements to be included as part of the project. The design and construction plans for the NE 3rd Street Roadway and Utility Improvements Project will be provided by the City's professional engineering consultant, Baxter & Woodman, Inc (B&W). B&W's Scope of Services also include permitting and bidding assistance and construction administration and inspections. The contract agreement in the amount of \$80,850 for engineering services has been developed, reviewed, and approved by both CRA and City staff (see Attachment III).

If approved, CRA funding for the roadway design will need to be committed and made available to the City through an Interlocal Agreement (ILA) prior to contract execution by the City Commission (see Attachment IV). The CRA Board has funding available in this current year's budget, within the Project Fund - Professional Design Services Line Item.

Once the design plans are completed, the City's Purchasing Department will manage the Invitation to Bid (ITB) process for construction services along with key City staff from the Planning & Development and Public Works Departments as well as CRA staff.

Final contractor selection and contract award is anticipated to take place in late January - early March 2020 and key City staff from the Public Works Department will manage the roadway construction and utility improvements with assistance from Baxter & Woodman, Inc. and CRA staff. The project is estimated to take approximately 15 months from design through construction



to complete. Funding for of the project will be allocated by the CRA Board for the Fiscal Year 2019-2020 Budget.

**FISCAL IMPACT:**

Fiscal Year 2018 2019 Budget, Project Fund, Architectural & Engineering Services, Line Item #02-58100-203: \$85,000

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach CRA Community Redevelopment Plan, Heart of Boynton District.

**CRA BOARD OPTIONS:**

1. Approve the Interlocal Agreement between the Boynton Beach CRA and City of Boynton Beach for funding in the amount not to exceed \$85,000 to be used for the engineering design services related to the NE 3rd Street Roadway and Utility Improvement Project.
2. Do not approve the Interlocal Agreement between the Boynton Beach CRA and City of Boynton Beach for funding in the amount not to exceed \$85,000 to be used for the engineering design services related to the NE 3rd Street Roadway and Utility Improvement Project.

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**ATTACHMENTS:**

**Description**

- ▣ **Attachment I - NE 3rd Street Roadway Project Map**
- ▣ **Attachment II - ILA - Exhibit C: Project Boundary Map**
- ▣ **Attachment III - Engineering Services Contract Agreement**
- ▣ **Attachment IV - Draft CRA-City ILA for Engineering Services**



E Martin Luther King Jr Blvd

E Martin Luther King Jr Blvd

R/W Dedication

NE 3rd St

R/W Abandonment

NE 9th Ave



**EXHIBIT "B"**

**Boundary of proposed NE 3<sup>rd</sup> Street Roadway & Utility Improvement Project**



# City of Boynton Beach – Engineering Services for NE 3<sup>rd</sup> Street Roadway & Utility Improvements

July 16, 2019

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## A. Background

The City of Boynton Beach (CITY) has requested a proposal from Baxter & Woodman, Inc. (B&W) to provide Engineering Services for the NE 3<sup>rd</sup> Street (Martin Luther King Jr Blvd to NE 9<sup>th</sup> Ave) Roadway & Utility Improvements Project.

The infrastructure improvements consist of:

- Conversion of an unimproved 50-foot right-of-way section into a full roadway
- New sidewalk, curb and gutter
- Side street parking
- New 8-inch water main
- New 8-inch gravity sanitary sewer
- Roadway striping & signage
- Stormwater improvements
- Street lighting
- Sidewalk along north side of NE 9<sup>th</sup> Ave between NE 3<sup>rd</sup> St and Railroad Avenue

## B. Scope of Services

The Engineering Services shall include the following tasks:

- Task 1 – Data Collection
- Task 2 – Design Services
- Task 3 – Permitting Services
- Task 4 – Bidding Services
- Task 5 – Construction Administration Services
- Task 6 – Construction Inspections

The specific scope of services to be provided by B&W in this Contract includes the following:

### Task 1 – Data Collection

#### Subtask 1.1      Utility Coordination

Coordination with utility agencies (electric, phone, gas, water, sewer and CATV) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and field observed information.

#### Subtask 1.2      Subsurface Investigations

B&W shall furnish the services of a professional geotechnical firm to provide a geotechnical evaluation of the project area, and have two (2) soil borings taken for soil strata identification; to determine the ground water level; and to obtain a field percolation test as part of the project.

## **TASK 2 – DESIGN SERVICES**

Design shall consist of preparation of Contract Specifications, Contract Drawings and Construction Cost Opinion.

### **Subtask 2.1 Preliminary Design**

B&W shall prepare a 30% design level plan layout of the proposed roadway, drainage, sewer and watermain improvements. The City shall provide all survey topographic information in Autocadd format. The plans will illustrate the typical placement of the proposed water main, sewer and above ground improvements (roadway width, curbing, sidewalk), etc. The plans and 30% design level construction cost estimate will be provided to the CITY for their review and comment. Three (3) hard copies of the plans and cost estimate and in .pdf format.

### **Subtask 2.2 Construction Documents**

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, roadway section, signage and marking plan, drainage, sewer and watermain improvements, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for roadway/pipeline plan. B&W shall prepare the engineering design elements on the topographic survey information provided by the CITY and shall be in an AutoCAD release 2018 format. Contract documents shall include: “front-end” documents and technical specifications and shall conform to the CITY Standards. The CITY shall prepare the front-end documents and provide to B&W.

Drawings and specifications (three copies and .pdf format) shall be submitted for CITY review at 60% (plan/profile) and 100% (plan/profile) stages. B&W shall meet with the CITY to discuss comments, and incorporate comments into final documents. B&W shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2018 files in electronic format. Upon final completion Consultant shall provide bidding documents in electronic format to the City for the City to advertise for construction bids.

### **Subtask 2.3 Construction Cost Opinion**

Preparation of construction cost opinion at 60% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

### **Subtask 2.4 Design Meetings**

B&W shall attend a 30% and 60% design review meeting with the CITY and provide a written summary of the issues discussed.

## **TASK 3 – PERMITTING PHASE**

During the Design Phase, B&W shall meet with the potential permitting and other interested agencies to determine all potential permitting requirements.

Permit applications shall be completed as required for:

- Water Main Construction Permit (Boynton Beach Utilities/PBCo Health Department)
- Wastewater Construction Permit (Boynton Beach Utilities/PBCo Health Department)



- Environmental Resource Permit “self certification” application (SFWMD)
- ROW (City of Boynton Beach)
- Building Permit – Electrical (City of Boynton Beach)
- General Drainage Permit Application from LWDD is not required

Associated permit application fees shall be determined by B&W and paid by CITY. In addition to preparing the permit applications for appropriate regulatory agencies, B&W shall assist the CITY in consultations with the appropriate authorities (if required). Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the agencies.
- Attend up to one (1) meeting with each of the agencies during review of the final permit applications.
- Respond to request(s) for additional information from each agency.

## **TASK 4 – BIDDING SERVICES**

### **Subtask 4.1 Pre-Bid Meeting**

B&W shall attend pre-bid conference. City shall schedule, prepare the agenda with assistance of B&W, and run the meeting. B&W shall provide written responses to engineering related questions from the pre-bid meeting to the City for the City to issue addendum.

### **Subtask 4.2 Bid Clarifications**

B&W shall provide written answers and supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to the City for inclusion in addenda to be issued by the City.

### **Subtask 4.3 Bid Opening, Prepare Bid Tabulation & Recommendation of Award**

B&W shall attend the bid opening, prepare bid tabulation sheets and assist City in evaluating bids and proposals. The review conducted by B&W does not include the Contractor’s financials. B&W shall submit to City a written recommendation concerning contract award.

### **Subtask 4.4 Preparation of Conformed Documents**

B&W shall prepare the conformed construction plan documents and assist the City in assembling the contract documents for the successful bidder. B&W shall furnish the As-Bid design drawings, one (1) set of AutoCAD (Version 2016) files and one (1) set of pdf files in electronic format. Consultant shall also provide one (1) hard copy and a .pdf of the technical specifications.

## **TASK 5 – CONSTRUCTION ADMINISTRATION SERVICES**

The general administration services during construction of the NE 3<sup>rd</sup> Street Roadway & Utility Improvements Project shall include the following tasks:

### **Subtask 5.1 Preconstruction Conference**

B&W shall attend a preconstruction conference with representatives of CITY, contractor and major subcontractors for the construction contract. B&W shall prepare, in writing, minutes of conference.

**Subtask 5.2      Submittal Review**

B&W shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for conformance with the design concept and compliance with the construction contract documents. Consultant will submit reviewed shop drawings/submittals to CITY for their records.

**Subtask 5.3      Pay Estimate Review**

Based on onsite observations as an experienced and qualified design professional and on review of Contractor applications for payment and accompanying data and schedules, determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. Review of stored materials items and invoices as required. This also includes, monitoring the construction schedule monthly and reporting to the CITY conditions which may cause delay in completion.

**Subtask 5.5      Construction Clarifications**

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the estimated 3-month construction period. B&W shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 5 working days.

**Subtask 5.6      Review Change Orders**

Provide services in connection with preparing change orders to reflect changes to the construction project, limited to minor changes requested by Contractor. Analysis of major design modifications, including the preparation of significant Drawing revisions, are not included, and may require additional authorization.

**Subtask 5.7      Progress Meetings**

B&W shall conduct monthly construction progress meetings (estimated 2 meetings) to be held at an acceptable location and provide a written summary of the issues discussed.

**Subtask 5.8      Certification of Construction Completion**

B&W shall certify to the applicable permitting agencies based on the visible project features, B&W's periodic inspections, that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

**Subtask 5.9      Substantial and Final Inspections**

B&W shall conduct a substantial and final inspection with the CITY and Contractor to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations thereunder. A punch-list will be prepared for each inspections (substantial and final) for the project. B&W shall recommend, in writing, final acceptance of the work to the CITY. The CITY may, at CITY's option proceed to make final payment to the construction contractor.

## TASK 6 – RESIDENT PROJECT REPRESENTATIVE SERVICES

The Construction Inspections phase services to be provided by B&W include the following:

1. Provide a Construction Inspector to provide periodic inspections (on average 20 hrs/week) during the construction of the watermain, drainage and sanitary sewer work in a total period of not-to-exceed 6 weeks (estimated 120 hours); on average 1 trip per week (3 hrs/week) during the remaining 4 weeks of construction of the paving improvements (estimated 12 hours); and on average 1 trip at 3 hours each (estimated 6 hours) for the substantial and final inspections for the construction contract. Total estimated 138 hours RPR for estimated 12-week (3-month) construction time period. Activities performed under this task consist of furnishing a Construction Inspector during the construction of the project, to observe the performance of the work of the Contractor on a Not-To-Exceed basis, who will:
  - Serve as B&W's liaison with construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the contract documents.
  - Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever B&W believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment. Work in conjunction with the CITY's inspector to coordinate coverage of inspections of the project construction work.
  - Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to CITY.
  - Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to CITY, in writing. B&W shall make recommendation for action by the CITY.
  - Review Contractor As-Built information on a monthly basis to confirm updates are being made.
  - Review all Contractor density test results performed by Professional Geotechnical company.
  - Observe all flushing and pressure testing of the water main.
2. Review work progress at key steps to allow certifications to the applicable agencies, that work was completed in substantial conformance with the Contract Documents and Permits.

### *LIMITATIONS OF AUTHORITY*

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

## **ELECTRICAL DESIGN SERVICES**

B&W shall hire the services of a professional electrical engineer for the design of the street lighting along NE 3<sup>rd</sup> St. Tasks shall include the following:

### **Task E1 – Data Collection**

1. SUBCONSULTANT shall visit the site and coordinate with FPL as it relates to the existing services located along NE 3<sup>rd</sup> Street that currently serve the properties facing NE 10<sup>th</sup> Avenue.

### **Task E2 – Design Services**

1. EDA shall prepare a preliminary design report, 8 ½ x 11 format outlining the existing conditions, FPL services availability and proposed street lighting data sheets in accordance with the FPL Street Lighting Standards. No drawings are anticipated.
2. Photometric evaluation for the roadway lighting along NE 3<sup>rd</sup> Street originating at NE 9<sup>th</sup> Avenue and extending to NE 10<sup>th</sup> Avenue, an approximate length of 140 LF. The photometric evaluation shall be completed in accordance with the City ordinances, IES recommendations and the NEC. Light fixture selection shall be in accordance with FPL Street Lighting Standards.
3. SUBCONSULTANT with the for the roadway lighting along NE 3<sup>rd</sup> Street originating at NE 9<sup>th</sup> Avenue and extending to NE 10<sup>th</sup> Avenue, an approximate length of 140 LF. The photometric evaluation shall be completed in accordance with the City ordinances, IES recommendations and the NEC. Light fixture selection shall be in accordance with FPL Street Lighting Standards.
4. SUBCONSULTANT with conversion and relocation of existing FPL overhead services to underground including modifications to the meter can at each of the properties currently served from the pole mounted transformer. It is our understanding that the FPL coordination, relocation along NE 9<sup>th</sup> Avenue and the service to the proposed Community Center is to be completed by others.
5. SUBCONSULTANT shall attend up to two (2) meetings; the 30% workshop and the 60% workshop with the City. SUBCONSULTANT shall also attend coordination meetings with B&W during the design cycle. Light fixture selection shall be in accordance with FPL Street Lighting Standards.
6. Submittals shall include the following:

- a. 30% Submittal – Photometric Evaluation, FPL Coordination memorandum
- b. 60% Submittal – Design Drawings and Specifications with 60% cost estimate
- c. 100% Design – Drawings and Specifications with 100% cost estimate

### **Task E3 – Permitting Phase**

1. SUBCONSULTANT shall assist in responding to questions from the City’s Building Department as they relate to the services that are being modified.

### **Task E4 – Bidding Phase**

1. SUBCONSULTANT shall assist during the Bidding process and respond to questions received.

### **Task E5 – Construction Administration Services**

1. Construction Administration services shall be limited to the modifications to the properties whose services are being modified.
2. Shop drawings will be reviewed to determine their conformance with the design drawings. The scope of field monitoring services will be limited to two (2) site visits for the purpose of assessing general conformance of the work with design drawings and specifications. It is understood that the SUBCONSULTANT and B&W will not be performing detailed quality control and inspection services such as checking the installation of conduits for conformity with the electrical drawings and appropriate manufacturer's shop drawings.

## **C. Assumptions**

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Contract and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. B&W assumes that all existing and proposed infrastructure roadway/pipeline alignments are within the CITY’s, rights-of-way.
2. No additional survey work is included herein. The boundary and topographic survey files provided to B&W on June 10, 2019 will be utilized for the basis of design. Any additional survey information, such as existing drainage and sewer invert elevations, shall be provided by the CITY. The surveyor’s certification and horizontal control information will be provided to B&W for inclusion in the construction documents.
3. The CITY will provide topographic survey base files for the ROW of NE 9<sup>th</sup> Avenue between NE 3<sup>rd</sup> St and Railroad Avenue which will include topographic survey of the expanded right-of-way (50’ proposed section) and shall include information along the north line where the sidewalk in proposed, along with the elevation at each edge of driveway 10’ outside of the future 50’ expanded ROW.
4. CITY will be responsible for acquisition and recordation of easements (including temporary construction easements if required), right-of-way expansion, additional ROW taking documents, etc.



5. The CITY shall assist B&W with coordination for required access to determine modifications for undergrounding of existing building electrical feeds.
6. CITY will provide B&W record/as-built drawings of all available existing facilities in the project area.
7. No utility locates (soft digs) are included herein.
8. The scope does not include landscape, decorative paving, street lighting or irrigation design. Efforts are not included for tree mitigation. It is assumed that there are no contaminated sites in the work area.
9. B&W assumes construction duration of three (3) months and field inspections to be provided for approximately 10 weeks of the 3 month total construction period. B&W shall provide periodic inspections (total of up to 138 hours). CITY will provide an inspector to oversee construction periodically during the hours that B&W is not on the project site.
10. Contractor shall be responsible for preparing Record Drawings.
11. The Contractor shall be responsible to apply for the FDEP NDPES Notice of Intent.
12. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
13. CITY is responsible for all permitting fees, including costs of public notification in local newspapers.
14. Files provided by the City to-date:
  - Two 18-0215\_BBCRA .pdf files for dedication and abandonment of lots adjacent to the NE 3<sup>rd</sup> St ROW. City to process and record documents (in future).
  - 3<sup>rd</sup>\_Street\_As-\_built .pdf files for sewer and watermain on adjacent streets.
  - Two Autocad files 18-0215\_BBCRA\_RW parcel and BBCRA\_topo-Model with parcel boundaries and surveyed topography. Date of survey, horizontal control, and surveyor's certification to be provided.
  - Community Caring Center draft site plan in .pdf format

## **D. Additional Services**

The following are examples of some specific Additional Services Items that may be required, but are not included within this Amendment. Generally, a condition contrary to the work description in Section B or assumptions of Section C (upon which the Contract fee is based) is considered an Additional Services Item. Examples include:

1. Additional supervision or construction observation in excess of that specified in this Contract.
2. Assisting the CITY in the settlement of construction contract claims will be an additional service.

These and other services can be provided, if desired by the CITY, under separate Contract(s) or by an amendment to this Contract. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from the CITY.

## E. Compensation

Compensation by the CITY to B&W for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the above mentioned Agreement. The estimated compensation for the services described in this Contract is **\$80,850.00** as shown in Table 1 below and detailed in Attachment 1.

**TABLE 1: LABOR AND EXPENSE SUMMARY**

	<b>Total Cost</b>
Task 1 – Data Collection	\$1,065.00
Task 2 – Design	\$28,254.00
Task 3 – Permitting	\$4,508.00
Task 4 – Bidding Services	\$3,780.00
Task 5 – Construction Administration Services	\$8,034.00
Task 6 – Periodic Construction Inspections	\$14,269.00
Geotechnical Subconsultant (incl markup)	\$4,400.00
Electrical Engineering Subconsultant (incl markup)	\$14,940.00
Reimbursables	\$1,600.00
<b>Totals</b>	<b>\$80,850.00</b>

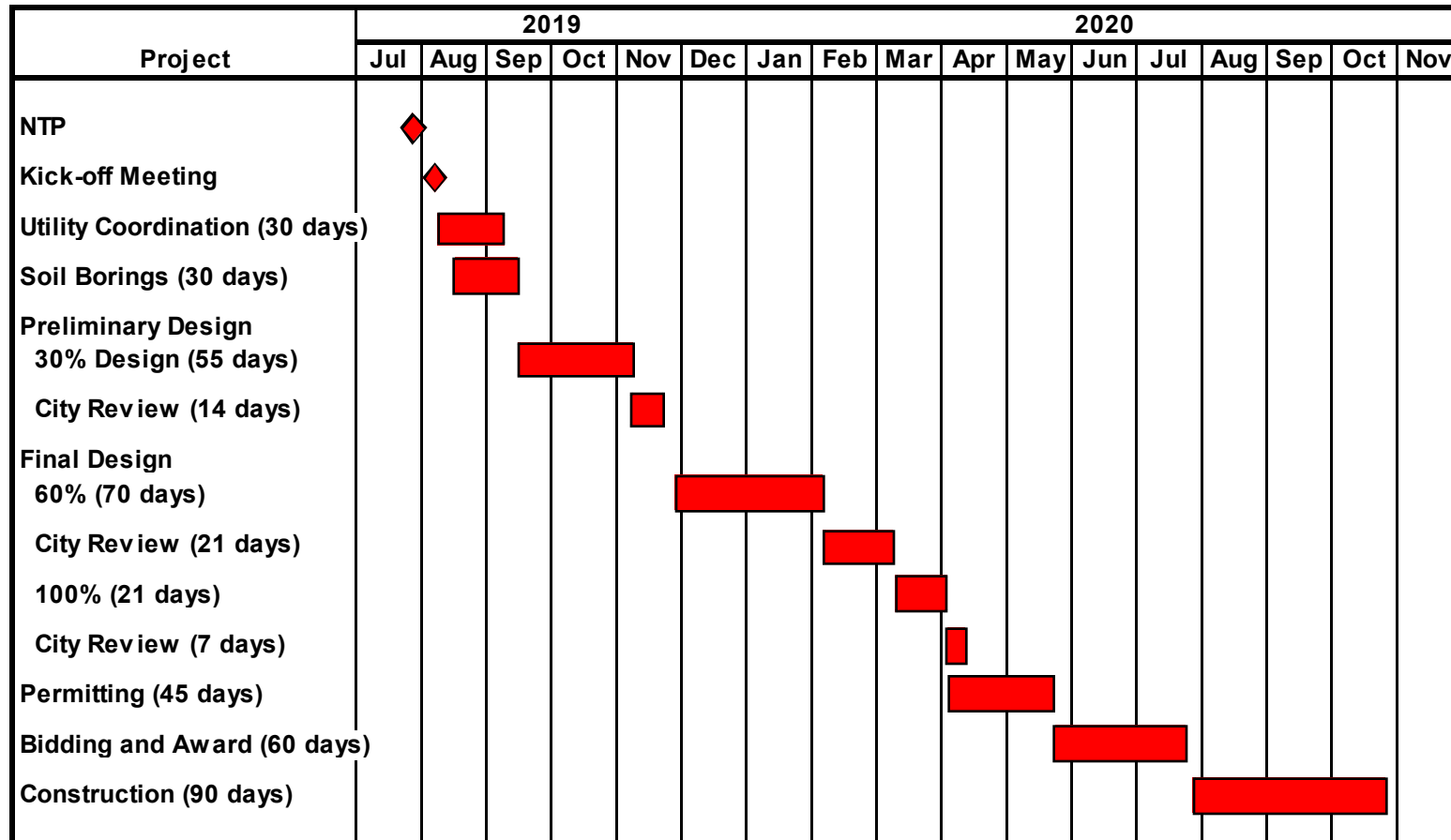
## F. Schedule

The completion dates for this work is shown in Attachment 2.

**ATTACHMENT 1**  
**NE 3rd Street Design, Permitting & CMS**  
**Budget Summary for Baxter & Woodman, Inc. (7/16/19)**

Task No.	Task Description	Labor Classification and Hourly Rates								Sub-Consultant Services
		Principal \$175.78	Senior Engineer \$139.59	Engineer \$113.74	Engineering Technician \$103.40	Construction Manager \$129.25	Construction Inspector \$103.40	Clerical \$72.38	Total Labor	
<b>1</b>	<b>Data Collection</b>									
1.1	Utility Coordination			4	2				\$661.76	
1.2	Subsurface Investigations (Soil Borings, Perc Test)	1		2					\$403.26	\$4,000.00
	<b>Subtotal Task 1</b>	<b>1</b>	<b>0</b>	<b>6</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,065.02</b>	<b>\$4,000.00</b>
<b>2</b>	<b>Design</b>									
2.1	Preliminary Design (30%)	8	25	15	25				\$9,187.09	
2.2a	60% Drawings & Specifications	5	10	40	34			8	\$10,919.04	
2.2b	100% Drawings & Specifications	5		10	10			8	\$3,629.34	
2.3	Construction Cost Opinion (30%, 60%, 100%)		4	6	6				\$1,861.20	
2.4	Design Review Meetings (30%, 60%)	8		8					\$2,316.16	
	<i>Electrical Subconsultant - EDA</i>			3					\$341.22	\$ 10,268.00
	<b>Subtotal Task 2</b>	<b>26</b>	<b>39</b>	<b>82</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$28,254.05</b>	<b>\$ 10,268.00</b>
<b>3</b>	<b>Permitting</b>									
3.1	Boynton Utilities/PBCHD Water Main Permit	2		4				2	\$951.28	
3.2	Boynton Utilities/PBCHD Gravity Sewer Permit	2		4				2	\$951.28	
3.3	SFWMD ERP	6		2				2	\$1,426.92	
3.4	Boynton Beach ROW	2		6				2	\$1,178.76	
	<i>Electrical Subconsultant - EDA</i>								\$0.00	\$547.00
	<b>Subtotal Task 3</b>	<b>12</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$4,508.24</b>	<b>\$547.00</b>
<b>4</b>	<b>Bidding Assistance</b>									
4.1	Attend Pre-bid Conference	2							\$351.56	
4.2	Bid Clarifications	4		4					\$1,158.08	
4.3	Attend Bid Opening, Bid Tabulation, Recomm of Award	3		2		5			\$1,401.07	
4.4	Conformed Bid Documents			4	4				\$868.56	
	<i>Electrical Subconsultant - EDA</i>								\$0.00	\$547.00
	<b>Subtotal Task 4</b>	<b>9</b>	<b>0</b>	<b>10</b>	<b>4</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>\$3,779.27</b>	<b>\$547.00</b>
<b>5</b>	<b>Construction Administration Services</b>									
5.1	Preconstruction Conference	2				2			\$610.06	
5.2	Submittal Review					10			\$1,292.50	
5.3	Pay Estimate/Schedule Review					8			\$1,034.00	
5.4	Construction Clarifications					12			\$1,551.00	
5.5	Review Change Orders					3			\$387.75	
5.6	Progress Meetings (est 2 monthly mtgs)					6			\$775.50	
5.7	Certification of Construction Completion/Permits	4				8			\$1,737.12	
5.8	Substantial and Final Inspections					4			\$517.00	
	<i>Electrical Subconsultant - EDA</i>					1			\$129.25	\$2,220.00
	<b>Subtotal Task 5</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>\$8,034.18</b>	<b>\$2,220.00</b>
<b>6</b>	<b>Construction Inspections</b>									
6.1	Part-time RPR (6 wks @ 20hrs/wk avg WM, San, Storm constr + 3 hrs per 1trip/wk x 4 wks paving + 6 hrs Subst, Final insp)						138		\$14,269.20	
	<b>Subtotal Task 6 (NTE)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>138</b>	<b>0</b>	<b>\$14,269.20</b>	<b>\$0.00</b>
	<b>Labor Subtotal Hours</b>	<b>54</b>	<b>39</b>	<b>114</b>	<b>81</b>	<b>59</b>	<b>138</b>	<b>24</b>		<b>\$17,582.00</b>
	<b>Labor Subtotal</b>	<b>\$9,492.12</b>	<b>\$5,444.01</b>	<b>\$12,966.36</b>	<b>\$8,375.40</b>	<b>\$7,625.75</b>	<b>\$14,269.20</b>	<b>\$1,737.12</b>	<b>\$59,909.96</b>	
	<b>Labor Total Costs</b>	<b>\$59,910.00</b>								
	<b>Subconsultants Costs</b>	<b>17,582.00</b>								
	<b>Markup on Subconsultant</b>	<b>1.10</b>								
	<b>Subconsultants Total Cost</b>	<b>19,340.20</b>								
	<b>Reimbursables</b>	<b>1,600.00</b>								
	<b>Project Total</b>	<b>80,850.00</b>								

## NE 3rd Street Roadway & WM Improvements - Project Schedule



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE NE 3<sup>RD</sup> STREET ROADWAY AND UTILITY IMPROVEMENT PROJECT LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA**

**THIS AGREEMENT** (“Agreement”) is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, (“CITY”), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, (“CRA”) (individually and collectively, the “Party” or “Parties”).

**W I T N E S S E T H:**

**WHEREAS**, the 2016 Boynton Beach Community Redevelopment Plan (“Plan”) (Exhibit “A”) calls for the redevelopment of the Community Redevelopment Area (“CRA Area”) as described in the Plan; and

**WHEREAS**, the CRA desires to provide funding for the enhancement and improvement of NE 3<sup>rd</sup> Street (the “Project”), as further described in Exhibit “B,” which is hereby incorporated herein; and

**WHEREAS**, the CRA desires to provide funding for Engineering and Design necessary to complete the enhancement and improvement of NE 3<sup>rd</sup> Street (“Engineering Services”), as further described in Exhibit “C,” which is hereby incorporated herein; and

**WHEREAS**, the Project site lies within the boundaries of the CRA Area, and more specifically, in the Heart of Boynton District; and

**WHEREAS**, the Project is intended to improve the quality, aesthetics, function and redevelopment viability of the E. Martin Luther King Jr. Boulevard Corridor for the businesses and residents of the Heart of Boynton District; and

**WHEREAS**, the CRA Board finds that this Agreement, and the use of the CRA’s funds for the Project, is consistent with the CRA’s Community Redevelopment Plan and Chapter 163, Florida Statutes; and

**WHEREAS**, due to the intended elimination of slum and blighted conditions, and the beneficial neighborhood and redevelopment impact of the Project, the CRA and the CITY find that this Agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, including the Community Redevelopment Area;



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

**1. Recitals.** The recitations set forth above are hereby incorporated herein.

**2. Obligations of the CRA.**

a. The CRA shall provide funding to the CITY in an amount not to exceed Eighty Five Thousand and 00/100 Dollars (\$85,000.00), for the engineering, design, permitting, bidding and construction administrative services necessary to complete the Project consistent with the terms of this Agreement, to be used for reimbursement of certain eligible costs outlined in the Engineering Scope between the City of Boynton Beach and Baxter & Woodman, Inc.

b. The CRA shall make payments to the CITY upon receipt of a complete written request from the CITY for payment, which request shall comply with all requirements of this Agreement.

**3. Obligations of the CITY.**

a. The CITY shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.

b. The CITY shall ensure that the Project is designed in compliance with the Plan.

c. The CITY shall be responsible for overseeing the Project, coordinating with the contractor(s), and otherwise contracting and coordinating with all other entities as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.

d. Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with Florida Statutes.

**4. Reimbursement of Funds**

a. The CITY shall provide a written request for reimbursement of funds ("Reimbursement Request") to the CRA no later than 30 days after payment by the CITY of funds for which it is seeking reimbursement, and in no case later than 30 days after the Project achieves final completion. For purposes of this Agreement, final completion shall be deemed achieved

upon issuance of a Certificate of Completion, or equivalent. The request shall include the following information:

- i. The amount of reimbursement requested;
- ii. A statement that the Engineering Services are in compliance with the Plan and Florida Statutes and evidence supporting the same.
- iii. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the CITY for the Engineering Services for which the CITY is seeking reimbursement.
- iv. For any Reimbursement Request submitted after final completion, a fully executed Certificate of Completion, or equivalent.

b. Upon receipt of a complete Reimbursement Request from the CITY that meets the requirements of this Agreement, the CRA shall remit funding in the amount requested, consistent with this Agreement, to the CITY within thirty (30) days of receipt of the Reimbursement Request.

c. If the CITY submits a Reimbursement Request that the CRA deems incomplete, the CRA shall notify the CITY in writing. The CITY shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the CITY fails to provide the documentation required by the CRA within 30 days, the CITY shall only be eligible for the portion of the Reimbursement Request, if any, that the CRA deems complete and eligible. The CRA will not reimburse the CITY for any portion of the request the CRA deems ineligible for reimbursement.

**5. Limits of CRA Obligations for the Engineering Services.** The Parties agree that the CRA shall only be responsible for providing reimbursement to the CITY for eligible expenses for Engineering Services.

**6. Indemnification.** The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise

related to the negligent or wrongful conduct of persons or the faulty equipment (including equipment installation and removal) associated with the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

**7. Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate after the Project has obtained a Certificate of Completion, or equivalent, and the CRA reimburses the CITY for the Project. In no case shall the CRA be required to reimburse the CITY for any untimely requests, or requests submitted after this Agreement is terminated. The term of the Agreement may be extended only upon the execution of a written amendment signed by the CITY Commission and the CRA Board. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

**8. Records.** The CITY and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

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

**10. Default.** If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this

Agreement through written notice to the other Party. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

**11. No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

**12. Compliance with Laws.** The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

**13. Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

**14. Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

**15. Governing Law and Venue.** The terms of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

**16. No Discrimination.** Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

**17. Notice.** Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

a. CITY:

Lori LaVerriere, City Manager  
CITY of Boynton Beach  
100 E. Boynton Beach Boulevard  
Boynton Beach, FL 33435

b. CRA:

Michael Simon, Executive Director  
Boynton Beach CRA  
710 N. Federal Highway  
Boynton Beach, Florida 33435

c. Copies To:

James A. Cherof  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

Tara Duhy, Esquire  
Lewis, Longman & Walker, P.A.  
515 North Flagler Drive, Suite 1500  
West Palm Beach, Florida 33401

**18. No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.



**19. Interpretation; Independent Advice.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

**20. Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

**21. Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.

**22. Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

**23. Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

[Signatures on following page.]

**IN WITNESS WHEREOF**, the CITY and the CRA hereto have executed this Agreement  
as of the later of the dates set forth below.

ATTEST:

CITY OF BOYNTON BEACH,  
a Florida municipal corporation

\_\_\_\_\_  
CITY Clerk

By: \_\_\_\_\_  
Steven B. Grant, Mayor

Approved as to Form:

Date: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Office of the CITY Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
Office of the CRA Attorney

By: \_\_\_\_\_  
Steven B. Grant, Chair

Date: \_\_\_\_\_



## **CRA BOARD MEETING OF: August 13, 2019**

### **NEW BUSINESS**

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#### **AGENDA ITEM: 15.D.**

##### **SUBJECT:**

Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2019 Annual Conference on October 16-18, 2019 in Tampa, Florida

##### **SUMMARY:**

The Florida Redevelopment Association (FRA) annual conference will be held on October 16-18, 2019 at the Hilton Downtown Tampa in Tampa, Florida. The deadline to register is October 9, 2019 (Attachment I).

The 2018-2019 Fiscal Year Budget was approved with available funding for all five members of the CRA Board to attend the FRA Conference, if so desired and the estimated cost to attend the conference including hotel and travel is \$1,095 per attendee.

The FRA is our agency's statewide professional organization operating under the Florida League of Cities. The conference always provides great information to staff and board members on CRA related issues, best practices, programs and legislative updates (Attachment II).

At their meeting held on August 1, 2019, the CRA Advisory Board (CRAAB) recommended that two members, Tom Devlin and Golene Gordon be selected to attend the 2019 FRA conference. This will be each both members' first time attending the FRA conference. The CRA Board established a policy during Fiscal Year 2016-2017 that only two members of the CRAAB are permitted to attend the FRA Annual Conference per fiscal year.

##### **FISCAL IMPACT:**

FY 2018–2019 Budget, General Fund, Line Item 01-51010-225: \$12,000 available.

##### **CRAAB RECOMMENDATION:**

At their meeting held on August 1, 2019, the CRAAB approved a recommendation for first year Board members Tom Devlin and Golene Gordon to attend the FRA Annual Conference.

##### **CRA BOARD OPTIONS:**

CRA Board member attendance to be determined based on discussion and consideration.

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**ATTACHMENTS:****Description**

- ▢ **Attachment I - FRA Registration Form**
- ▢ **Attachment II - Tentative Program Schedule**



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

If you are paying by check, send this completed form with payment to **FRA Annual Conference**, P.O. Box 1757, Tallahassee, Florida, 32302-1757 or email to Heidi Hogarth at [hhogarth@flcities.com](mailto:hhogarth@flcities.com). If you are paying via credit card (Visa or MasterCard), please register online with the following link: <https:// redevelopment.net/2019-annual-conference/>. Please complete this form for each registrant. Registration deadline is October 9, 2019. Onsite registrations are accepted on a "space available" basis. Cancellations must be made in writing by October 1, 2019 to receive a refund and will be subject to a \$50 processing fee per person.

Full Name: \_\_\_\_\_ Nickname (for badge): \_\_\_\_\_

Title: \_\_\_\_\_ Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Guest\*\* (if purchasing): \_\_\_\_\_ Nickname (for badge): \_\_\_\_\_

REGISTRATION TYPE (see notes page 2)	MEMBER	NON-MEMBER	SUB-TOTALS
<b>Full Registration</b>	\$395.00	\$495.00	
<b>One Day Registration</b> (Wednesday or Thursday) (circle one)	\$325.00	\$375.00	
<b>CRA Boot Camp</b> Weds 8:00 am	\$50.00	\$50.00	
<b>CRA session*</b> Fri 8:00 am	\$50.00	\$50.00	
<b>CRA session*</b> Fri 9:30 am	\$50.00	\$50.00	
<b>**Guest/Spouse</b> - see notes	\$315.00	\$345.00	
<b>MOBILE TOURS</b> (see details below)			
<b>Mobile Tour:</b> Ybor City CRAs: Weds 8:00 am	\$50.00	\$50.00	
<b>Mobile Tour:</b> Tampa Downtown Partnership: Weds 8:00 am	\$50.00	\$50.00	
<b>Mobile Tour:</b> West Tampa/Drew Park CRAs: Weds 2:15 pm	\$50.00	\$50.00	
<b>Mobile Tour:</b> Downtown/Channel/Central/Heights CRAs: Thurs 2:15 pm	\$50.00	\$50.00	
<b>Mobile Tour:</b> Armature Works Tour and Lunch: Fri 11:15 am	\$50.00	\$50.00	
<b>*if not signed up for full registration</b>			
<b>GRAND TOTAL</b>	\$_____	\$_____	\$_____

**see next page for notes**





**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

## **ADDITIONAL CONFERENCE REGISTRATION NOTES**

**Member rate:** FRA dues must be paid prior to the conference to receive the member discount. Indicate "member" rate if you intend to pay the FRA dues for 2019-20. Online payments for dues will be NOT be available until after September 1. However, once you pay online you will receive a receipt.

**Who is a member?** The government, business or other entity pays the dues to FRA for all their staff, board and anyone who represents them. So, if your entity paid its FRA dues, you are a member.

**All the mobile tours** on Wednesday, October 16, Thursday, October 17 and Friday, October 18 and the **CRA Boot Camp** on Wednesday, October 16 require a separate payment of \$50.00.

**CRA Legal/Ethics Sessions** on Friday, October 18: If you are registered for Friday, you do not need to register for these sessions. However, please register/pay for those sessions if you are just coming in for that purpose. There will be AICP, IEDC and FL Bar credits of 1.5 hours legal (for each of three courses) or ethics (for one course) available.

**Extra Tickets:** Email **Heidi Hogarth** at [hhogarth@flcities.com](mailto:hhogarth@flcities.com) to purchase for any ticketed function.

**Special Needs:** If you have special physical needs, or a dietary preference, please let us know on the registration form.

**\*\*GUEST** registrations are available for spouses, partners or non-professional relations.

**Full registrations** include all events and all meals. **One-day registrations** include workshops and meal functions on that day only.

Please visit [www.redevelopment.net](http://www.redevelopment.net) for all conference information. Or contact **Heidi Hogarth** at 850-701-3605, [hhogarth@flcities.com](mailto:hhogarth@flcities.com), with any registration questions.



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

## **PRELIMINARY PROGRAM**

### **WEDNESDAY**

**7:00 AM            REGISTRATION OPENS**

**8:00 AM            DOWNTOWN PARTNERSHIP TOUR**  
**YBOR WALKING TOUR**  
**CRA BOOT CAMP**

#### ***LUNCH (EXHIBIT HALL)***

**12:45 PM           KEYNOTE: LENORA BILLINGS-HARRIS “LEVERAGING DIVERSITY”**

**1:45 PM            WEST TAMPA TOUR**  
**ENGAGING THE UNDERSERVED COMMUNITY**

#### ***BREAK (EXHIBIT HALL)***

**3:30 PM            WEST TAMPA TOUR (cont'd)**  
**KEYNOTE: MATTHEW PERRY**  
**“INCREMENTAL DEVELOPMENT”**

#### ***BREAK IN EXHIBIT HALL***

**4:45 PM            FRA ACADEMY OVERVIEW**  
**CRA ROLE IN RESILIENCY**

**6:00 - 7:30 PM    RECEPTION IN EXHIBIT HALL**



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

## **THURSDAY**

7:00 AM **BREAKFAST IN EXHIBIT HALL**

8:30 AM CITY COUNTY AGREEMENTS  
FILLING VACANT STOREFRONTS

### **BREAK (EXHIBIT HALL)**

9:45 AM WATER STREET CASE STUDY  
STORM REDEVELOPMENT

### **BREAK (EXHIBIT HALL)**

11:00 PM BROWNFIELDS  
PLUG INTO FEDERAL CRA PROGRAMS

### **LUNCH (EXHIBIT HALL)**

1:15 PM **KEYNOTE:** CHUCK MAROHN "STRONGEST TOWNS"

2:15 PM FOUR TAMPA CRAS **TOUR**  
**PLENARY** "TAKE ON TAMPA TRANSPORTATION"  
LAND USE BASICS

### **BREAK**

4:00 PM FOUR TAMPA CRAS **TOUR** (cont'd)  
FILLING THE GAPS  
CRAS PRESENT PROJECTS FOR FUNDING

6:30 - 9:00 PM **AWARDS AND GRADUATION CEREMONY**



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

## **FRIDAY**

7:00 AM **BREAKFAST**

7:45 AM FRA BUSINESS MEETING

8:00 AM ETHICS ISSUES (1.5 CM/IEDC/FL BAR Credits)

CRA REPORTING (1.5 CM/IEDC/FL BAR Legal Credits)

9:30 AM CRA LEGAL ISSUES (1.5 CM/IEDC/FL BAR Credits)

CRA AUDIT RULES (1.5 CM/IEDC/FL BAR Legal Credits)

11:00 AM ARMATURE WORKS MOBILE **TOUR AND LUNCH**

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## **CRA BOARD MEETING OF: August 13, 2019**

### **NEW BUSINESS**

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#### **AGENDA ITEM: 15.E.**

##### **SUBJECT:**

Consideration of the Invitation to the 37th Annual Business Development Board Gala for Palm Beach County

##### **SUMMARY:**

The CRA Board received an invitation to the 37th Annual Business Development Board's Gala for Palm Beach County being held this year on Saturday, September 7, 2019 at The Breakers in Palm Beach (see Attachment I). It has been requested that this item be brought before the CRA Board for consideration.

Tickets for the gala are \$450/person or \$4,500 for a table of 10. RSVP's are required by August 31, 2019.

The CRA Board has approved funding available in the Fiscal Year 2018-2019 Budget for meetings and conferences.

##### **FISCAL IMPACT:**

Fiscal Year 2018-2019 Budget - Account #01-51010-225: \$4,500.

##### **CRA BOARD OPTIONS:**

Option 1: Approve the CRA Board's attendance at the 2019 BDB Gala being held on September 7, 2019 and the purchase of a 10 person guest table in the amount of \$4,500 with the attending Board members and guests identified.

Option 2: Approve the attendance of one or more CRA Board members and guests at the 2019 BDB Gala and the purchase of individual tickets in the amount of \$450 each for those Board members and guests identified.

Option 3: Approve the attendance of one or more CRA Board members only at the 2019 BDB Gala and the purchase of individual tickets in the amount of \$450 each for those Board members and guests identified.

Option 4: Do not approve the CRA Board's attendance at the 2019 BDB Gala being held on September 7, 2019 with funding from the CRA.



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**ATTACHMENTS:****Description**

- ▢ **Attachment I - BDB 2019 Gala Invitation**

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BUSINESS DEVELOPMENT BOARD

*gala* 2019  
*breakers • palm beach*

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Join the Business Development Board  
of Palm Beach County at our

37th  
*Annual Gala*

as we celebrate our relocation, retention  
and expansion accomplishments for 2018-2019,  
and the bright future of our county's economy.



SATURDAY  
SEPT.

| 7 |

2019  
THE BREAKERS  
PALM BEACH

7:00 PM Cocktail Reception | Mediterranean Ballroom  
8:00 PM Dinner & Dancing | Venetian Ballroom



\$450 per person / \$4500 per table of 10  
Please RSVP by August 31, 2019  
*reservations will not be accepted after this date*



Black Tie Optional | Valet Parking Included

RSVP

| [bdb.org/gala](http://bdb.org/gala)



*Title Sponsor*





**CRA BOARD MEETING OF: August 13, 2019**

**CRA ADVISORY BOARD**

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**AGENDA ITEM: 16.A.**

**SUBJECT:**

CRA Advisory Board Agenda - August 1, 2019

**SUMMARY:**

See attached.

**CRA BOARD OPTIONS:**

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

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**ATTACHMENTS:**

**Description**

- ▣ **August 1, 2019 CRAAB Agenda**



**CRA Advisory Board Meeting**  
**Thursday, August 1, 2019 - 6:30 PM**  
**Intracoastal Park Clubhouse, 2240 N. Federal Highway, Boynton Beach, FL 33435**  
**561-737-3256**

## **ADVISORY BOARD AGENDA**

### **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 July 31, 2019
  - B. Notice of Relocation of the September 5, 2019 CRAAB Meeting
- 5. Public Comment**
- 6. Consent**
  - A. Approval of CRA Advisory Board Meeting Minutes - July 8, 2019
- 7. Assignments**
  - A. Pending Assignments
  - B. Reports on Pending Assignments
  - C. New Assignments
    1. Consideration and Discussion of Fiscal Year 2019/2020 Budget
    2. Approval of the FY 2019 - 2021 Boynton Harbor Marina Dockage Lease Agreement **7/9/19**
- 8. CRA Board Items for CRA Advisory Board Review and Recommendations**
  - A. Old Business
  - B. New Business
    1. Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2019 Annual Conference on October 16-18, 2019 in Tampa, Florida



## **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: August 13, 2019**

**CRA ADVISORY BOARD**

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**AGENDA ITEM: 16.B.**

**SUBJECT:**

CRA Advisory Board Meeting Minutes - July 8, 2019

**SUMMARY:**

See attached minutes.

**CRA BOARD OPTIONS:**

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

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**ATTACHMENTS:**

**Description**

- ▢ **July 8, 2019 CRAAB Minutes**



MINUTES OF THE CRA ADVISORY BOARD MEETING  
INTRACOASTAL PARK CLUBHOUSE  
2240 N. FEDERAL HIGHWAY  
BOYNTON BEACH, FLORIDA 33435  
HELD ON THURSDAY, MAY 2, 2019, AT 6:30 P.M.

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PRESENT:

Linda Cross, Chair  
Robert Pollock, Vice Chair (arr. 6:37 p.m.)  
Anthony Barber  
Thomas Devlin  
Allan Hendricks (arr. 6:45 p.m.)  
Rick Maharajh

STAFF:

Michael Simon, CRA Executive Director  
Thuy Shutt, CRA Assistant Director  
Theresa Utterback, CRA Dev. Svcs. Mgr.  
Bonnie Nicklien, Administrative Svcs.

ABSENT:

Golene Gordon

1. Call to Order  
The meeting was called to order at 6:31 p.m.

2. Roll Call

Roll was called, and it was determined a quorum was present.

3. Agenda Approval
  - A. Additions, Deletions, Corrections to the Agenda – None
  - B. Adoption of Agenda

Upon motion duly made and seconded, the Agenda was unanimously approved.

4. Information Only
  - A. Financial Report Period Ending June 30, 2019 – None
    1. The CRA Budget will be available for review at the August 5<sup>th</sup> Meeting.

5. Public Comment

- Susan Oyer, 140 SE 27<sup>th</sup> Way, reported that Lisa Mercado's new restaurant, Ravish, just opened at 210 East Ocean Avenue. Also, Ms. Oyer visited potential sister city in Italy (name inaudible), and will be presenting it to the Commission; perhaps this CRA Office (once vacated) can become a Tourist Office featuring for sale unique items from sister cities.

6. Consent

- A. Approval of CRA Advisory Board Meeting Minutes – May 2, 2019

**Motion** made by Mr. Devlin, seconded by Mr. Barber, to approve the May 2, 2019, minutes. In a voice vote, the motion passed unanimously (4-0).

[Robert Pollock arrived 6:37 p.m., Allan Hendricks arrived 6:45 p.m.]

7. Assignments

- A. Pending Assignments

1. None

- B. Reports on Pending Assignments

1. None

- C. New Assignments

1. Consideration and Discussion of Lease Options for the CRA Office

Chair Cross stated the current lease is for ten years, expiring September 2020, which has a bonus of the tenth year's rent at no cost if not vacated before end of the tenth year. The language for the letter for negotiating the notice to not renew the CRA lease was discussed as the new offices should be ready (soft opening) on or about August 1, 2020. Various options were explored, including the accessibility of the tentative venue on the 4<sup>th</sup> Floor of the new City Hall.

**Motion** made by Mr. Barber, seconded by Mr. Devlin, to recommend the CRA continue its current lease to its expiration in September 2020, do not renew the lease, and as a contingency explore a month-to-month option after the lease termination, if needed. In a voice vote, the motion passed unanimously (6-0).

8. CRA Board Items for CRA Advisory Board Review and Recommendations

- A. Old Business

1. None

- B. New Business

1. Consideration and Discussion of Responses to a Painting Invitation to Bid for the Historic Woman's Club of Boynton Beach – Not addressed

9. Future Agenda Items – None

10. Adjournment

Upon motion duly made and seconded, the meeting was adjourned at 7:08 p.m.

[Minutes transcribed by M. Moore, Prototype, Inc.]



**CRA BOARD MEETING OF: August 13, 2019**

**CRA ADVISORY BOARD**

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**AGENDA ITEM: 16.C.**

**SUBJECT:**

Notice of Relocation of the September 5, 2019 CRAAB Meeting

**SUMMARY:**

Due to a scheduling conflict with a City Commission Meeting, the September 5, 2019 CRA Advisory Board meeting will be held at 6:30 pm at the CRA office located at 710 N. Federal Highway, Boynton Beach, FL 33435.

The CRA Advisory Board meetings will resume as scheduled on October 3, 2019 at the Intracoastal Park Clubhouse located at 2240 N. Federal Highway, Boynton Beach, FL 33435.

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