



**CRA Advisory Board Meeting  
Monday, July 8, 2019 - 6:30 PM  
CRA Office, 710 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 June 30, 2019
- 5. Public Comment**
- 6. Consent**
  - A. Approval of CRA Advisory Board Meeting Minutes - May 2, 2019
- 7. Assignments**
  - A. Pending Assignments
  - B. Reports on Pending Assignments
  - C. New Assignments
    1. Discussion of CRA Office Lease Terms and Options
- 8. CRA Board Items for CRA Advisory Board Review and Recommendations**
  - A. Old Business
  - B. New Business
- 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.



## **ADVISORY BOARD ITEM 4.A.**

### **INFORMATION ONLY**

---

#### **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

---

#### **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	(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	<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

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>
<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.



## **ADVISORY BOARD ITEM 6.A.**

### **CONSENT**

---

#### **SUBJECT:**

Approval of CRA Advisory Board Meeting Minutes - May 2, 2019

#### **SUMMARY:**

See attached minutes.

#### **CRAAB RECOMMENDATION:**

Approve May 2, 2019 CRA Advisory Board meeting minutes.

---

#### **ATTACHMENTS:**

##### **Description**

- ▣ **May 2, 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.

---

PRESENT:

Linda Cross, Chair  
Robert Pollock, Vice Chair  
Anthony Barber  
Thomas Devlin  
Golene Gordon  
Allan Hendricks  
Rick Maharajh

STAFF:

Michael Simon, CRA Executive Director  
Thuy Shutt, CRA Assistant Director  
Theresa Utterback, CRA Dev. Svcs. Mgr.  
Bonnie Nicklien, Administrative Svcs.  
Sgt. Henry Diehl  
Lisa Tayar, Prototype, Inc.

1. Call to Order  
The meeting was called to order at 6:37 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 April 30, 2019 – None
    1. No questions.
  - B. Neighborhood Officer Program 2<sup>nd</sup> Quarter Report for FY 2018-2019  
Sgt. Henry Diehl and Officer Paramore gave a PowerPoint presentation, which included a Summary of Activities (see attached). Highlights include:
    - When the schools went back in session after the holidays, there was a Law Enforcement Appreciation luncheon.
    - Child Mentoring
    - Cultural Art Walk
    - Sweat with a Cop (every Wednesday)
    - Connect to Greatness, targets middle school kids
    - Rock the Plaza

- Read with a Cop (every Wednesday)
- Recognition Plaque
- 100 Days of Dad
- Homework Help at Poinciana
- Community Meetings
- Opportunity Fair at Ezell
- Indoor sports
- Mayor BBQ at Robinson's
- Well's Day Love Fest
- Mayoral Forum
- Cottage District Cleanup
- Bridges Takes Action
- Shop with a Cop, along with fundraising for the program
- Habitat for Humanity Family Orientation
- 4<sup>th</sup> and 5<sup>th</sup> Grade Writing Breakfast
- Gardening
- Food Bank Deliveries

Mr. Hendricks opened a discussion of bringing in others to engage with the Police Department who are not otherwise already involved, stressing that the core group not be lost along the way. Sgt. Diehl stated that all officers are encouraged to help out when they can; the Chief wants to rotate and train new officers to have a community-oriented mindset. New officers will be eased into the activities to encourage familiarity in the community.

Ms. Gordon asked about civilian officers/volunteers; Sgt. Diehl said the program is all preliminary and explained how his time will now be divided amongst the Marine, Crime Prevention, and NOP units, resulting in a savings to the program, which will allow an additional sworn officer along with a volunteer to be available for the program activities.

Chair Cross expressed thanks to Sgt. Diehl and Officers Paramore and Rivera for the great job they are doing in the Community, especially when dispatched to other areas and not just the CRA. Also, hoping community involvement lets police know when bad things are starting to happen in order to reduce incidents.

Mr. Pollock also commended the officers for doing a good job and encouraged the new officers in the program receive sensitivity training for continued success of the program.

**5. Public Comment**

- Rev. Bernard Wright, 713 NW 2<sup>nd</sup> St., commended the Officers Neighborhood Program, noting that he has been a stakeholder in the program since its

inception. Great tracks have been made in building trust in the Officers Neighborhood Program within the community.

6. Consent

- A. Approval of CRA Advisory Board Meeting Minutes – April 4, 2019

**Motion** made by Ms. Gordon, seconded by Mr. Devlin, to approve the April 4, 2019, minutes. In a voice vote, the motion passed unanimously (7-0).

7. Assignments

A. Pending Assignments

1. None

B. Reports on Pending Assignments

1. None

C. New Assignments

1. Consideration and Recommendation of the Letter of Intent to Assist in the Development of Properties Located at 404, 406, 408 and 4150 NW 12<sup>th</sup> Avenue from the Palm Beach County Housing Authority

Chair Cross noted on the map on the screen that the lots in red are already owned by the CRA. This item was discussed at the last CRA Board meeting. It was noted that the lots in question are very narrow, and concern was that if nothing is done with them via a letter of intent, they will sit there indefinitely. Mr. Simon explained the Letter of Intent is a formal offering. Discussion followed, noting there is not a request for money, PBCHA has financing. CRA has funding to purchase the lots and discussions should continue regarding a partnership. The sites are scattered and there are many properties to manage; however, there will be restrictions on how PBCHA can dispose of the properties. There was continued discussion on the 38 properties being considered, where they are located, how long they were owned (longer than 20 years in some cases), and how they were acquired. Not all lots are buildable; however, the City can help with professional assistance. Chair Cross wondered about the language in the letter for offers of financial assistance or acquisition, and what might constitute “appropriate” assistance.

Mr. Devlin wondered if PBCHA has a desire to stay in the business of building and managing; Mr. Simon stated they have to stay in that business but they do not have to do anything with these particular lots. Mr. Devlin continued, asking if it is in PBCHA’s interest to have City control or turn them over to Habitat for Humanity or another such group to build them up for the intended resident population. If CRA is putting money into it, CRA should become the controlling interest to make sure something happens. It is not known how stable PBCHA’s management (change in

personnel) will be going forward to make sure objectives are continued. Chair Cross stressed the political factor and rather than offering anything specific, offer “appropriate assistance,” and leave it nebulous by design. The ongoing approach and intended outcome were then discussed. Mr. Simon recommended rather than giving money and losing control, have the CRA be in control, and he followed by reading the letter provided to the Board. He was not sure there will be a response at all. Five of the lots are being considered as a test case to start the dialogue. There should be attention to crafting language that will exist beyond fluctuations in management staffs going forward. Ms. Gordon added that what type of housing should be considered, but to otherwise let the project go forward.

**Motion** made by Mr. Devlin, seconded by Mr. Maharajh, to go forward with the Letter of Intent. In a voice vote, the motion passed unanimously (7-0).

8. CRA Board Items for CRA Advisory Board Review and Recommendations

A. Old Business

1. Consideration and Recommendations of the Conceptual Design and Development Terms for the CRA’s MLK Jr. Blvd Redevelopment Project

Chair Cross gave an introduction to the discussion, opening the floor to public comments; however, there were none.

Mr. Devlin wondered if any of the previous citizen comments were adopted. Mr. Simon stated Staff is putting together a bullet point list; nothing has been adopted thus far. Meetings are to gather public comment; however, not all comments have impact on decision making. Amenities were discussed, such as weighing out options with the Developer and finding out what types of businesses the community wants. Security of the project is important; long term maintenance, and management history of the developer will be addressed at the next meeting. Assurances cannot be given until the project is built. Points for amenities and services to be considered, whether or not they can be included in the contract, were further discussed. It was noted that nothing should be done to discourage businesses and services (such as medical offices and grocery markets) from participating.

Ms. Gordon’s take from the many meetings she has attended are concerns that nothing was concrete as far as the pricing, the requirements, and that there has been a lot of talk and no actions. The public wants to see more concrete action and not just a long series of meetings, in other words, what’s going to happen, if it’s going to happen, when it’s going to happen, and how it’s going to happen for real. The community wants to know that their opinions are being considered.

Mr. Devlin's input was regarding the contract, how much it will cost, and if this project will be the result of taking advantage of funding opportunities. The end result should be the project continuing to move forward.

Rent rates were then discussed, it was noted these are set by law (on a chart that has been presented at every meeting). Mr. Simon summarized that the meetings are being held to let the public know what is being built; that the intent of the CRA is to encourage an affordable housing project; a request of funding to charge certain rents, the eligibility requirements, and so on. The developer has to begin the process of income eligibility verifications. Also noted is that annual eligibility inspections will be made.

Chair Cross stressed the point that the CRA is trying to do something for the community by making sure that the community wants it. But the community wants to make sure this will not be another "Boynton Terrace." The public is skeptical; but there are really very few unknowns with this developer, who was chosen mostly due to experience and the due diligence the CRA staff has given to the project. Further general discussion followed. Mr. Simon summarized that not all possibilities have been exhausted; the developer will not purchase any properties until under contract; other properties suggested are not under contract, with some properties still only conceptually in the plans. What is needed now is gaining the public's trust on how the project will look in ten years.

In a closing comment from the floor, Rev. Wright encouraged that people quit looking negatively at the people to be served in this community, gave an overview of the history of the neighborhood, and asked to instead look at the culture this project could promote.

B. New Business

1. Consideration and Recommendations of Purchase for the Property Located at 417 N. Federal Highway

Chair Cross ascertained that \$210,000 is the appraised value of 15% of an acre. It does not appear that this building is one that the CRA would want to keep, or will it become parking? Mr. Simon said it will be purchased through tax deed sales, the initial offer would be \$21,253. There is another property in same complex, the location is too vital to ignore. It is adjacent to City property on Federal Highway. General discussion followed regarding adjoining and nearby properties. Twenty percent over appraisal will be considered.

**Motion** made by Mr. Barber, seconded by Mr. Gordon, to recommend to CRA Board to max/cap the purchase not to exceed \$252,000. In a voice vote, the motion passed unanimously (7-0).



9. Future Agenda Items – None

10. Adjournment

Upon motion duly made and seconded, the meeting was adjourned at 8:11 p.m.

Attachments: Power Point Neighborhood Officer Program Report,  
2<sup>nd</sup> Quarter FY 2018-2019

[Minutes transcribed by M. Moore, Prototype, Inc.]



## **ADVISORY BOARD ITEM C.1.**

### **NEW ASSIGNMENTS**

---

#### **SUBJECT:**

Discussion of CRA Office Lease Terms and Options

#### **SUMMARY:**

At the June 11th meeting, the CRA Board briefly discussed the status of the Agency's current lease agreement for our office space located at 710 N. Federal Highway. The CRA Board voted on a new assignment for the CRA Advisory Board to review the terms of the current lease agreement and provide their recommendation(s) concerning the potential renewal, costs, relocation options, etc.

Under the terms of the agreement, the CRA entered into a ten (10) year, triple net lease which includes the base rent, property taxes, insurance and maintenance costs with a 4% annual increase in base rent. The CRA is currently occupying year eight (8) of the lease term and lease agreement will terminate on September 30, 2020 unless renewed (see Attachment I).

Currently, the CRA is paying a total monthly rent of \$6,220.43, for an annual total \$74,645.16 (see Attachment II). The lease agreement provides the Agency with an option to terminate the lease early and includes an estimated financial penalty/cost in year nine of \$41,952 (40% of the monthly rent) and estimated financial penalty/cost of \$21,821 (21% of the monthly rent) in year ten.

With the approval of the Town Square Project and the construction of a new City Hall/Library building, CRA and City staff have been working with the project design team provided by the master developer, E2L, on interior floor plans and space needs. As of today, included in these designs is approximately 3,000 square feet of office space on the fourth floor for the CRA which could be utilized by another City Department if the Agency decided not to occupy the space.

In addition to the space described above in the new City Hall/Library building, the CRA currently owns the Historic Woman's Club of Boynton Beach which could provide office space within the western portion of the first floor without prohibiting rental of the rest of the building as well as the 211 E. Ocean Avenue property that could be incorporated with larger redevelopment project to include office space for the CRA.

#### **FISCAL IMPACT:**

To be determined.

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan

**CRAAB RECOMMENDATION:**

To be determined based on Board's discussion.

---

**ATTACHMENTS:****Description**

- ▣ **Attachment I - Lease Agreement, 710 N. Federal Highway**
- ▣ **Attachment II - Summary of Lease Costs**

## COMMERCIAL LEASE

This Lease Agreement is made and entered into as of this 24th day of September 2010, by and between 710 Boynton Partners, a Florida limited liability company, located at 105 East Palmetto Park Road, Boca Raton, Florida 33432, hereinafter "LESSOR" and Boynton Beach Community Redevelopment Agency located at 710 North Federal Highway, Boynton Beach, Florida 33435, hereinafter "LESSEE". LESSEE hereby offers to lease from LESSOR the premises situated in the City of Boynton Beach, Florida, County of Palm Beach, State of Florida, described as 710 North Federal Highway, Boynton Beach, Florida, 33435, together with all buildings, improvements and appurtenances located thereabout, thereon or therein.

1. DEMISE LESSOR, for and in consideration of the rents hereinafter reserved, and the terms, conditions, covenants and provisions contained in this Lease, hereby leases to LESSEE, and the LESSEE hereby takes and hires from the LESSOR, subject to the terms and conditions contained in this Lease, the Premises, together with any and all rights, privileges, and easements benefiting, belonging or pertaining thereto.

2. TERM The Term of this Lease shall be ten (10) years.

3. LEASE COMMENCEMENT DATE The term of this Lease shall commence upon the Effective Date (the date upon which both LESSOR and LESSEE execute the Lease).

4. RENT The payment of rent shall commence upon the date of completion of the building renovations, as outlined in Exhibit "A" and Exhibit "B", and the issuance of a Certificate of Occupancy by the City of Boynton Beach. LESSOR shall provide notice to LESSEE as to the completion of the building renovations and the issuance of the Certificate of Occupancy. Rent shall commence on the first day of the month following this notice. LESSEE agrees to pay to LESSOR the Base Rent plus increases, Expenses (as hereinafter defined) and applicable sales tax, (hereinafter "Rent"). Rent shall be as set forth below for the said Premises, without offset or deductions, and without previous demand therefor, said rent payable monthly on the first day of each and every month:

1<sup>st</sup> Year of Lease Term: \$4,608.00 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance) which are subject to change = \$6,266.88 plus sales tax, if applicable.

2<sup>nd</sup> Year of Lease Term: \$4,792.32 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance) which are subject to change = \$6,451.20 plus sales tax, if applicable.

3<sup>rd</sup> Year of Lease Term: \$4,984.01 per month base rent plus \$1,658.88 estimated

Expenses (real estate tax, maintenance and insurance) which are subject to change = \$6,642.89 plus sales tax, if applicable..

4<sup>th</sup> Year of Lease Term: \$5,183.37 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance) which are subject to change = \$6,842.25 plus sales tax, if applicable.

5<sup>th</sup> Year of Lease Term: \$5,390.71 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance) which are subject to change = \$7,049.59 plus sales tax, if applicable.

6<sup>th</sup> Year of Lease Term: \$5,606.34 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance) which are subject to change = \$7,265.22 plus sales tax, if applicable.

7<sup>th</sup> Year of Lease Term: \$5,830.59 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance which is subject to change) = \$7,489.47 plus sales tax, if applicable.

8<sup>th</sup> Year of Lease Term: \$6,063.81 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance) which are subject to change = \$7,722.69 plus sales tax, if applicable.

9<sup>th</sup> Year of Lease Term: \$6,306.37 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance) which are subject to change = \$7,965.25 plus sales tax, if applicable.

10<sup>th</sup> Year of Lease Term: \$6,558.62 per month base rent plus \$1,658.88 estimated Expenses (real estate tax, maintenance and insurance) which are subject to change = \$8,217.50 plus sales tax, if applicable.

All Rent (defined as Base Rent as set forth above plus Expenses as defined below) required under this Lease shall be paid by automatic monthly bank transfer to LESSOR's bank account. If any payment of Rent is not received by the LESSOR within seven (7) days of its due date, LESSEE shall pay to LESSOR a late fee equal to five percent (5%) of the outstanding balance due LESSOR. The late payments shall be paid for each rental payment not received by the LESSOR within ten (10) days of its due date.

5. RULES AND REGULATIONS LESSEE, at its own cost and expense, shall properly observe and comply with all present and future laws, ordinances, codes, requirements, orders, directives, rules and regulations of all governmental authorities affecting the LESSEE's use of the Premises, including but not limited to making non-structural modifications to the Premises to comply with any state or federal laws or regulations affecting the accessibility of the Premises for disabled persons. LESSEE shall also comply with any and all reasonable rules and regulations imposed by LESSOR.

6. RISK OF LOSS All personal property placed or moved into the Premises shall be at the risk of LESSEE or of the owner of such property, and LESSOR shall not be liable for any damage to said personal property, or to LESSEE, arising from the bursting or leaking of water pipes, or from any act of negligence of any LESSEE or occupants of the building, or of any other person whomsoever. It is further agreed that LESSOR shall not be liable for any damage or injury by water which may be sustained by LESSEE or other person, or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any person whomsoever, or by reason of the breakage, leakage or obstruction of the water, sewer or soil pipes, or other leakage in or about said building.

7. SECURITY Upon execution of this Lease, LESSEE shall deposit with LESSOR Six Thousand Two Hundred and sixty six and 88/100 Dollars (\$6,266.88) representing a security deposit that LESSOR is to retain as security for the faithful performance of all the terms and conditions of this Lease. LESSOR shall not be obligated to apply the security deposit on rents or other charges in arrears, or in damages for failure to perform the terms and conditions of this Lease. Application of the security deposit to the arrears of Rent payments or damages shall be at the sole option of the LESSOR, and the right to possession of the Premises by the LESSOR for non-payment of Rent or for any other reason shall not in any event be affected by the security deposit. The security deposit is to be returned to LESSEE if the LESSEE has timely paid rent for a period of thirty-six (36) months or, if rent has not been timely paid in the first thirty-six (36) month, when this Lease is terminated, according to the terms of this Lease, if not otherwise applied by reason of any breach of the terms and conditions of this Lease by LESSEE. LESSEE expressly acknowledges that LESSEE shall not have the right to apply the security deposit to Rent. In no event is the security deposit to be returned until LESSEE has vacated the Premises and delivered possession to the LESSOR. In the event the LESSOR repossesses the Premises because of the default of the LESSEE or because of the failure by the LESSEE to carry out the terms and conditions of this Lease, LESSOR may apply the security deposit to all damages suffered as of the day of repossession and may retain the balance of the security deposit to apply to damages that may accrue or be suffered thereafter by reason of a default or breach of the LESSEE. LESSOR shall not be obligated to hold the security deposit in a separate fund, but may mix the security deposit with other funds of the LESSOR, and LESSOR shall not be obligated to pay interest to LESSEE on the security deposit or advanced rental.

LESSOR also acknowledges receipt of the first month's rent in the amount of Six Thousand Two Hundred and sixty six and 88/100 Dollars (\$6,266.88 ).

8. LESSEE'S TAXES AND UTILITY EXPENSES During the Term of this Lease, LESSEE shall pay, before the same shall become delinquent, all personal property taxes, sales taxes, and such other taxes, if applicable, as may be payable by reason of operation of LESSEE's business. During the Term of this Lease, LESSEE shall pay, before the same shall become delinquent, all charges for utilities and similar services furnished to the Premises for the occupants thereof. LESSOR and LESSEE shall work cooperatively to seek reduction or exemption of taxes applicable to real or personal property, when such reduction is determined by the LESSOR or LESSEE to be in the public interest.

9. EXPENSES LESSEE shall pay, as additional Rent and with the monthly Base Rent

payments, all expenses listed below. The annual estimated Expenses shall be calculated by LESSOR and paid by LESSEE on a monthly basis (one-twelfth per month).

Expenses shall include, but are not limited to: LESSOR's cost of operating the Property, including but not limited to, operating, managing, equipping, policing, protecting, lighting, trash removal, landscaping, all licenses, fees, permits, repairs, and replacements necessary to maintain the Property in the same condition as when demised to LESSEE.

It is agreed by the Parties that LESSEE shall be responsible for all applicable Real Estate Taxes, regular or special, for the entire parcel of property located at 710 North Federal Highway, Boynton Beach, Florida 33435.

Real estate taxes shall be paid to LESSOR on a monthly basis with the rent in an amount equal to 1/12 of the estimated annual real estate property tax. Any deficiency in the monthly amount paid for real estate taxes shall be paid in full upon receipt of the current year's tax bill.

LESSEE is responsible for maintenance, except as set forth in Paragraph 14, of the property including but not limited to, operating, managing, equipping, policing, protecting, lighting, trash removal, landscaping, all licenses, fees, permits, repairs, and replacements necessary to maintain the Property in the same condition as when demised to LESSEE. LESSOR will provide LESSEE with a schedule of Expenses with supporting documentation on an annual basis and Expenses and monthly rental will be adjusted accordingly.

10. USE OF PREMISES The Premises shall be used to house the administrative offices of the Boynton Beach Community Redevelopment Agency and for no other purposes whatsoever. LESSEE shall be permitted to utilize the parking lot for outdoor seating or events as per City Ordinance. The Premises shall be at all times properly licensed and operated as set forth above. LESSEE recognizes that it is important to LESSOR to keep the use of the subject Premises as set forth herein; accordingly, any change or termination of the use of the Premises shall be considered a default under the Lease and LESSOR shall be entitled to all remedies as provided for herein. LESSEE acknowledges that LESSOR has made no representation to LESSEE as to LESSEE's use of the Premises and LESSEE confirms and acknowledges that LESSEE has made its own investigation concerning LESSEE's use of the Premises.

LESSEE shall not use or occupy, nor permit or suffer the Premises, the Property, or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor in any way in violation of any present or future governmental laws, ordinances, requirements, orders, directives, rules or regulations.

11. ACCESS TO THE PREMISES During all reasonable hours, LESSOR or LESSOR's agents shall have the right, but not the obligation, to enter upon the Premises to examine same, to exhibit the Premises to prospective lessees and during the last 180 days of the term of this Lease or any renewal thereof, to exhibit the Premises to prospective lessees, and to make such repairs as may be required of the LESSOR under the terms of this Lease. LESSOR agrees not to unreasonably interfere with the operation of LESSEE's business. LESSOR shall have the right to post a "For Rent" sign the maximum size of 4' X 5' which will be displayed on the store front

window during the last one hundred eighty (180) days of the term of the Lease or any renewal thereof.

12. RENOVATIONS and REPAIRS LESSOR shall use its General Contractor to complete the renovations and repairs set forth in Exhibit "A" and Exhibit "B" attached hereto. LESSOR shall be responsible for the payment of all costs associated with the completion of the renovations and repairs set forth in Exhibit "A". LESSEE shall be responsible for the payment of all costs associated with completion of the renovations set forth in Exhibit "B". Within 30 days of the execution of this Lease Agreement, LESSEE shall provide sealed architectural plans ready for permitting for the interior build-out set forth in Exhibit "B" to LESSOR. Upon submission of a payment requisition by Lessor's General Contractor, LESSEE shall, within 15 days thereafter, remit payment to LESSOR's General Contractor for an amount sufficient to cover the costs of said renovations.

13. ALTERATIONS BY LESSEE LESSEE may install at its expense such tenant improvements, fixtures and finishes in the Premises, beyond those contemplated in Exhibit "A" and "B" that LESSEE deems necessary and desirable, subject to applicable codes and regulations. However, LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions or improvements in, to or about the leased premises. LESSOR's consent shall not be unreasonably withheld. All work performed on the leased premises shall be done by LESSOR's General Contractor. All renovation work shall be properly permitted with the City of Boynton Beach and shall comply with all City, County, State and Federal governmental laws, ordinances, requirements, orders, directives, rules or regulations.

14. REPAIRS LESSOR shall perform necessary repairs to the roof and exterior structure of the leased premises. The LESSOR shall have no liability for failure to perform this obligation to repair unless the LESSEE shall have first given the LESSOR written notice of the need for such repairs and a reasonable amount of time to conduct such repairs. LESSOR shall perform necessary repairs to the HVAC system, electrical and plumbing, except repairs relating to the interior space.

Upon LESSEE taking possession and completion of the improvements set forth on Exhibit "A", LESSEE acknowledges that the premises, both interior and exterior, are in good condition and that all fixtures, equipment and appurtenances are in good working order, and agrees to maintain the interior and exterior Premises in the same condition, order and repair as they are at the commencement of this Lease, and agrees to maintain and make all repairs and replacements in and about the interior Premises necessary to preserve them in good order and condition, which maintenance, repairs and replacements made by LESSEE shall be performed by licensed and insured workmen in equal quality and class to the original work. LESSEE shall promptly pay the expense of any such maintenance and repairs or replacement. LESSEE further agrees to repair, replace and maintain in good and safe condition the electrical, wiring, plumbing and heating/air-conditioning equipment and any other equipment upon the demised premises and shall surrender the same, at termination hereof, in good condition, normal wear and tear excepted. In the event LESSEE fails to maintain and/or repair the demised premises, as required herein, LESSOR may conduct such maintenance and/or repair as it deems appropriate and



recover such costs from LESSEE within ten (10) days of presenting written documentation of such repair and/or maintenance costs.

15. INSURANCE Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, during the term of this Lease, the LESSEE shall obtain, at LESSEE's expense, general liability insurance, satisfactory to LESSOR, issued or endorsed to insure the LESSOR and any mortgagees from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease for any personal injury, loss of life and/or damage to property sustained in and about the Premises, by reason of or as a result of LESSEE's occupancy of the Premises, and from and against any order, judgments and/or decrees which may be entered thereon, and from and against all costs, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof, for an amount not less than One Million Dollars (\$1,000,000) for bodily injury and liability and for an amount not less than Fifty Thousand (\$50,000) for property damage. Such insurance shall name the LESSOR and any mortgagees as named insured as the LESSOR's and any mortgagee's interests may appear. The insurance policy shall be issued by an insurance company satisfactory to the LESSOR.

In addition, LESSEE shall obtain, at LESSEE's expense, fire and extended insurance coverage in amounts acceptable to LESSOR covering all fixtures, equipment, improvements and goods located in or on the Premises.

The LESSEE shall deliver to the LESSOR these insurance policies or copies or certificates thereof immediately upon commencement of the Lease and annually thereafter, upon renewal of the policies, to assure the LESSOR and any mortgagees that the coverage afforded by the policies is being maintained continuously by the LESSEE and that the premiums therefor had been paid by the LESSEE. LESSEE shall also immediately deliver to the LESSOR any notices of termination of insurance coverage. LESSEE shall cause its insurer(s) to provide LESSOR thirty day's written advance notice of any cancellation of coverage.

LESSOR shall obtain, at LESSEE's expense, casualty and liability insurance coverages in amounts satisfactory to LESSOR, including coverage for fire, wind, flood and extended coverage to cover the cost of repair or replacement of the demised Premises.

16. SUBORDINATION This Lease shall be subject and subordinate to any mortgage that now encumbers or affects the Property or that the LESSOR or any subsequent owners of the Property, may hereafter at any time elect to place on the Premises, including but not limited to a purchase money mortgage which may be held by LESSOR as a seller, and to all advances, extensions, or modifications already made or that may be hereafter made on account of any such mortgage, to the full extent of the principal sum secured thereby and issued thereon. Furthermore, LESSEE shall, upon request, execute any paper or papers that LESSOR's counsel may deem necessary to accomplish such subordination of LESSEE's interest in this Lease, in default of which LESSOR is hereby appointed as LESSEE's attorney-in-fact to execute such paper or papers in the name of LESSEE and as the act and deed of LESSEE, and this authority is hereby declared to be coupled with an interest and irrevocable.

17. ASSIGNMENT AND SUBLEASING LESSEE shall not assign this Lease, or otherwise transfer any interest in this Lease, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. No consent to an assignment or sublease shall release LESSEE from any obligations under this Lease.

LESSEE shall not sublet portions of the Premises without LESSOR's prior written consent, which shall not be unreasonably withheld. If a sublease is permitted by LESSOR, LESSEE agrees to furnish LESSOR with a photostatic copy of each sublease made for space in the Premises.

LESSEE shall not hypothecate, transfer, pledge or otherwise encumber this Lease or LESSEE's right hereunder nor shall LESSEE permit any such encumbrance. Any attempt at assignment, sublease, pledge, transfer or encumbrance of this Lease without the prior written consent of LESSOR shall be null and void, and a default under this Lease.

LESSEE shall and does hereby indemnify and agree to hold LESSOR harmless from any and all liabilities, claims, and causes of action arising under any terms and conditions of this Lease and every sublease, license or concession agreement, unless such liabilities, claims and causes of action arise by reason of a default or breach by LESSOR, or the gross negligent conduct or activity of LESSOR, its agents or employees, under this Lease.

If all or any part of the Premises shall be sublet or occupied by anyone other than LESSEE, LESSOR may, after default by LESSEE, collect sub-rent from any and all sub-lessees or occupants, and apply the net amount collected to the net annual rent reserved herein, but no such collection shall be, or be deemed to be, a waiver of any agreement, term, covenant or condition of this Lease or the acceptance by LESSOR of any sub-lessee or occupant as LESSEE, or a release of LESSEE from performance by LESSEE of its obligations under this Lease.

To secure the prompt and full payment by LESSEE of All Rent reserved in this Lease and the faithful performance by LESSEE of all the other terms and conditions herein contained on its part to be kept and performed, LESSEE hereby assigns, transfers and sets over unto LESSOR, subject to the conditions hereinafter set forth, all of LESSEE's right, title and interest in and to all subleases that may hereafter be made and in and to all concession agreements hereafter made affecting any part of the Premises.

Assignment or sublease to another governmental entity or to a not for profit entity that provides services to the general public is presumptively approved by LESSOR.

18. INDEMNIFICATION OF LESSOR In addition to any other indemnities to LESSOR specifically provided in this Lease, LESSEE shall indemnify and save harmless LESSOR against and from all liabilities, liens, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees by or on behalf of any person which may be imposed upon or incurred by or asserted against LESSOR by reason of the use and/or occupancy of the Premises or any part thereof, or any surrounding areas, by LESSEE or LESSEE's agents, contractors, servants, employees, licensees or invitees during the term of this Lease. This indemnification shall specifically extend to but shall not be limited to loss or

damage arising out of environmental hazards or contamination.

The provisions of this Article and the provisions of all other indemnity provisions elsewhere contained in this Lease shall survive the expiration or earlier termination of this Lease for events occurring prior to such expiration or termination.

LESSOR shall not in any event whatsoever be liable for any injury or damage to any personal property or to any person happening on, in or about the building being leased, whether belonging to LESSEE or any other person, caused by any fire, breakage, leakage, defect or bad condition in any part or portion of the Premises, howsoever caused unless such injury or damage is caused by the gross negligence of the LESSOR, its agents or employees, or a breach or default by LESSOR of its obligations under this Lease.

LESSEE shall, at its own cost and expense, if requested by LESSOR, defend any and all suits or actions (just or unjust) which may be brought against LESSOR or in which LESSOR may be impleaded with others upon any such above-mentioned matters, claim or claims. In such event, LESSOR agrees to cooperate and assist LESSEE and LESSEE's counsel in providing documentation, plans, specifications and any other agreements or documents which may be reasonably required by LESSEE and/or LESSEE's agent in order to defend such suit or actions. In addition to the foregoing, LESSEE shall pay to the LESSOR all costs and expenses, including reasonable attorneys' fees (including costs, expenses and attorneys' fees in any appellate proceedings), incurred by LESSOR in any action or proceeding to which LESSOR may be made a party by reason of any act or omission of the LESSEE.

19. RESTRICTION AGAINST CONSTRUCTION LIEN Neither LESSEE nor anyone claiming by, through or under LESSEE, shall have any right to file or place any lien of any kind or character whatsoever on the property and notice is hereby given that no contractor, subcontractor, or anyone else that may furnish any material, service or labor to the property at any time shall be or become entitled to any lien thereon whatsoever. For the further security of LESSOR, LESSEE shall give actual notice of this restriction in advance to any and all contractors, subcontractors, or other persons, firms, or corporations that may furnish any such material, service, or labor.

If such lien is filed against LESSOR's interest on the Property, LESSEE shall cause such lien to be released of record or bonded off within fifteen (15) days of LESSEE's knowledge of such lien.

## 20. CONDEMNATION

a. If at any time during the term of this Lease, the whole or materially all of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between LESSOR, LESSEE and those authorized to exercise such right, this Lease, the term hereby granted, any rights of renewal hereof and any renewal terms hereof, shall terminate and expire on the date of such taking and the rent and other sum or sums of money and other charges herein reserved and provided to be paid by the LESSEE shall be apportioned and paid to the date of

such taking.

b. For this part, the term "materially all of the Premises" shall be deemed to mean such portion of the Premises, as when so taken, would leave remaining a balance of the Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not allow the LESSEE to continue its business operations, or would not under economic conditions, zoning laws or building regulations then existing or prevailing, readily accommodate a new building or buildings of a nature similar to the building or buildings existing upon the Land at the date of such taking and of floor area sufficient, together with buildings not taken in the condemnation, to operate LESSEE's business, taking into account all reasonable parking requirements.

c. For the purpose of this Article, the Premises or part thereof, as the case may be, shall be deemed to have been taken or condemned on the date on which actual possession of the Premises or a part thereof, as the case may be, is acquired by any lawful power or authority or the date on which title vests therein, whichever is earlier.

d. It is further understood and agreed that if at any time during the Term of this Lease the Premises or the Property or the improvements or buildings located thereon, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, the entire award shall be the property of the LESSOR and in no event shall LESSEE receive any portion of any award made to LESSOR. LESSEE shall have the right to make a separate claim for its own damages.

e. In the event less than materially all of the Premises shall be taken by governmental authority, then:

1. If the portion so taken does not affect the operation of LESSEE's business, then this Lease shall continue in full force and effect.

2. In the event the portion of the Premises are taken so that LESSEE is able to continue to operate its business, but the operation of such business is reduced by reason of such taking, then the Base Rent shall be reduced proportionately by the same percentage as the square footage of the Premises which have been taken by governmental authority bears to the total square footage of the Premises prior to such taking.

## 21. DESTRUCTION OF PREMISES

a. In the event the entire Premises or materially all of the Premises are destroyed by fire or other casualty, LESSOR shall have the option of terminating this Lease or of rebuilding the Premises and shall give written notice of such election to the LESSEE within thirty (30) days after the date of such casualty. In the event LESSOR elects to rebuild the Premises, the Premises shall be restored to its former condition within a reasonable time, during which the rent due from LESSEE to LESSOR hereunder shall abate. In the event LESSOR elects to terminate this Lease, Rent shall be paid only to the date of such casualty, and the term of this Lease shall expire as of the date of such casualty and shall be of no further force and effect and LESSOR shall be entitled

to sole possession of the Premises. LESSEE shall have the option to terminate this lease if fire or casualty results in the LESSEE being unable to occupy the premises for LESSEE's customary activities for more than eight (8) months.

b. For this part, the term "materially all of the Premises" shall be deemed to mean such portion of the Premises, as when so destroyed, would leave remaining a balance of the Premises which due to the amount of area destroyed or the location of the part so destroyed in relation to the part left undamaged would not allow the LESSEE to continue its business operations.

c. In the event of a partial destruction which is not materially all of the Premises, the Base Rent shall proportionately abate based upon the square footage of the Premises remaining undamaged and LESSOR shall repair the damage.

d. Notwithstanding the foregoing, if the damage or destruction is as a result of the action or inaction of LESSEE or LESSEE's employees, or agents, invitees, or as a result of LESSEE not fulfilling all of its obligations under this Lease, no Rent shall abate and LESSEE shall make all necessary repairs.

22. QUIET ENJOYMENT LESSEE, upon paying the Rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by LESSOR.

23. DEFAULTS Each of the following events shall be an "Event of Default" hereunder:

a. Failure of LESSEE to pay any installment of Rent or any part thereof, or any other payments of money, costs or expenses herein agreed to be paid by LESSEE, when due.

b. Failure to observe or perform on one or more of the other terms, conditions, covenants or agreements of this Lease and the continuance of such failure for a period of fifteen (15) days after written notice by LESSOR specifying such failure (unless such failure requires work to be performed, acts to be done or conditions to be improved, as the case may be, within such fifteen (15) day period, in which case no default shall be deemed to exist so long as LESSEE shall have commenced curing the same within such 15 day period, and shall diligently and continuously prosecute the same to completion).

c. If this Lease or the estate of LESSEE hereunder shall be transferred to or assigned to or subleased to or shall pass to any person or party, except in a manner herein permitted.

d. If a levy under execution or attachment shall be made against LESSEE or its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days.

e. A rejection of the Lease by a trustee in bankruptcy appointed in connection with the bankruptcy of the LESSEE.

- f. A failure to vacate the Premises upon termination of the Lease.

No payment by LESSEE or receipt by LESSOR of an amount less than the required payment set forth in the Lease, shall be considered as anything other than a partial payment of the amount due. No endorsement or statement to the contrary on any check shall be deemed an accord and satisfaction. LESSOR may accept a partial payment without prejudicing LESSOR's right to recover the balance of such payment which is still due, and without affecting any other remedies available to LESSOR.

24. **REMEDIES** Upon an "Event of Default" as defined above, LESSOR at its option shall have the following non-exclusive remedies in addition to those provided by law:

a. LESSOR may treat the Lease as terminated whereupon the right of LESSEE to the possession of the Premises shall immediately terminate, and the mere retention or possession thereafter by LESSEE shall constitute a forcible detainer.

b. LESSOR may terminate LESSEE's right of possession, without the termination of this Lease, in which event LESSOR shall have the right to re-let the Premises as the agent for the LESSEE and to hold the LESSEE responsible for any deficiency between the amount of Rent realized from such re-letting, including but not limited to renovation and repair expenses, Brokerage Expenses, and the amount which would have been payable by LESSEE under the terms of this Lease. No re-entry or repossession by the LESSOR shall serve to terminate this Lease, unless the LESSOR so elects in writing, nor shall it release LESSEE from any liability for the payment of any Rent stipulated to be paid pursuant to this Lease or for the performance or fulfillment of any other term or condition provided herein.

c. LESSOR may declare all the installments of Rent for the whole term of this Lease to be immediately due and payable at once without further demand, in which event all sums payable to the LESSOR shall bear interest from the date of default at the highest rate permitted by law.

d. LESSOR shall have the right to take no immediate action and to hold the LESSEE responsible for the Rent as it becomes due.

e. Any Base Rent which was abated or waived by LESSOR shall also be immediately due and payable by LESSEE to LESSOR.

f. In the event of a holdover by LESSEE after the termination of this Lease, LESSOR shall have the right to collect double the amount of Base Rent. In addition, LESSEE shall be responsible for any cost or expenses incurred by LESSOR as a result of such holdover, including but not limited to any damage incurred by LESSOR as a result of LESSOR's inability to make the premises available to a new LESSEE.

25. **ATTORNEYS' FEES** In the event of any litigation arising out of this Lease, the Losing Party shall pay to the Prevailing Party all costs and expenses, including reasonable attorneys' fees

(including appellate proceedings) which the Prevailing Party may incur.

26. CERTIFICATES Either party shall, without charge, at any time and from time to time hereafter as may be commercially reasonable, within fifteen (15) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request:

a. As to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;

b. As to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; and

c. As to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

Should any banking institution, savings and loan association or other institutional lender to whom LESSOR is applying for a loan which, if granted, would make such lender a LESSOR's mortgagee, request reasonable modification in this Lease, the effect of which would not make a change in the rental or other economic terms of this Lease or increase LESSEE's expenses or the risk to which LESSEE is exposed, LESSEE agrees that it shall not unreasonably withhold its agreement to such modification.

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

28. STORMS LESSEE agrees to exercise reasonable care to protect the Premises and Property in the event a public warning should be issued that the Premises are threatened by a hurricane, tornado or storm of similar magnitude.

29. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS If LESSEE shall at any time fail to make any payments in accordance with the provisions hereof, or to take out, pay for, maintain or deliver any of the insurance policies provided for herein, or shall fail to make any other payment or perform any other act on its part to be made or performed, then LESSOR, after thirty (30) days notice to LESSEE (without notice in case of an emergency) and without waiving or releasing LESSEE from any obligation of LESSEE contained in this Lease, may (but is under no obligation to):

a. Pay any amount payable by LESSEE pursuant to the provisions hereof, or

b. Make any other payment or perform any other act on LESSEE's part to be made or performed as provided in this Lease, and may enter upon the Premises for that purpose and take all such action thereon as may be necessary therefor.

All sums so paid by LESSOR and all costs and expenses incurred by LESSOR in connection with the performance of any such act, shall bear interest at the highest rate allowed by law.

30. NOTICE Any notice, designation, consent, approval or other communication required or permitted to be given pursuant to the provisions of this Agreement shall be given in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth on the first page of this Lease. Notice may also be given by hand-delivery.

Either party may, by notice given in accordance with the provisions in this section, designate any further or different address to which subsequent notices, designations, consents, approvals or other communications pursuant to the provisions of this Agreement shall be sent. Any notice, designation, consent, approval or other communication shall be deposited in any post office or official depository of the United States Postal Service in the State of Florida.

31. HAZARDOUS MATERIAL LESSEE shall not knowingly cause or permit any hazardous material to be brought upon, kept, or used in or about the Premises by LESSEE, its agents, employees, contractors or invitees. If the Premises are, through LESSEE's fault, contaminated by hazardous materials, then LESSEE shall indemnify, defend and hold LESSOR harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value or useable space or of any amenity of the Premises), damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultants fees and expert fees (including any appeals) which arise during the lease term as a result of any such contamination.

This indemnification by LESSEE includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remediation, removal or restoration work required by any federal, state or local government agency or political subdivision because of hazardous material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises is detected, LESSEE shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the contamination or introduction of such hazardous material to the Premises; provided, however, that LESSOR's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, so long as such actions would not potentially have any material adverse effect on the Premises.

As used herein, the term hazardous materials means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Florida or the United States government. The term "hazardous material" includes, without limitation, any material or substance that is (1) defined as a "hazardous substance" under



appropriate state law provisions, (2) petroleum, (3) asbestos, (4) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC 1321), (5) defined as a hazardous waste pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, (42 USC 690), (6) defined as a hazardous substance pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601), or (7) defined as a regulated substance pursuant to Sub-Chapter VIII, Solid Waste Disposal Act (the regulation of underground storage tanks), (42 USC 4991).

32. LESSEE'S BUSINESS None of the provisions of this Lease shall be deemed or construed as reserving to LESSOR any right to exercise any control over the business or operations of LESSEE conducted upon the Premises or to direct in any respect the details or manner in which any such business relationship other than a LESSOR/LESSEE relationship is found. LESSEE is an independent businessperson and neither LESSEE nor any party or parties employed by LESSEE are agents, servants or employees of LESSOR and LESSEE agrees that in LESSEE's dealing with the public, LESSEE will not represent or hold its employees as agents, servants or employees of LESSOR.

33. SIGNS LESSEE shall not place or permit to be placed or maintained on any interior or exterior door, wall or window of the Premises or Property any sign, awning or canopy or advertising matter or other thing of any kind or decoration, nor will any illuminated sign be placed in the window display area(s) of the Premises or Property without LESSOR's prior written approval and consent.

LESSEE shall be responsible for the cost of an outdoor building sign, installation and permit fees/costs. Outdoor building sign must comply with city sign regulations. The outdoor building sign shall be the similar in style, size and color as the other signs on the building and must be approved by the LESSOR in writing prior to city permit and installation. LESSEE shall remove the outdoor building sign, repair holes and paint the area where signed appeared prior to the expiration of Lease at LESSEE's expense.

34. MISCELLANEOUS

The parties further agree as follows:

a. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of LESSOR and LESSEE and their respective heirs, successors, administrators, representatives and permitted assigns.

b. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

c. The rights of the LESSOR under the terms of this Lease shall be cumulative, and failure on the part of LESSOR to exercise promptly any rights given under the terms of this Lease shall not operate to forfeit any of said rights nor shall the same be deemed a waiver of such rights.

d. The parties acknowledge that each has had the opportunity to have this Agreement reviewed by counsel and notwithstanding the fact that this Agreement was initially drafted by Arthur B. D'Almeida, P.A., the attorneys for LESSOR, all parties have participated equally in the final wording of this Agreement, and in the event of any dispute regarding the meaning of any of the terms herein, such terms shall not be construed against the LESSOR and/or Arthur B. D'Almeida, P.A.

e. This Lease shall not be recorded in the Public Records. This Lease is a public record of the Boynton Beach Community Redevelopment Agency.

f. This Agreement represents the entire understanding between the parties, and supersedes all prior agreements, oral or written, and this Lease Agreement may not be amended except by an instrument in writing signed by the parties hereto.

g. The submission of this document for examination does not constitute an option or offer to lease space at the Property. This document shall have no binding effect on the parties unless executed by the LESSOR and the LESSEE and a fully executed copy is delivered to the LESSEE.

h. The LESSOR and LESSEE understand and agree that TIME IS OF THE ESSENCE of all of the terms and provisions of this Lease agreement.

i. If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision of persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

j. No Judgment shall be taken against any partner, subsidiary, officer, shareholder, director, employee, sister corporation or agent of LESSOR and no Writ of Execution shall be levied against the assets of any partner, subsidiary, officer, shareholder, director, employee, sister corporation or agent of LESSOR. Any liability of LESSOR shall be limited to LESSOR's interest in the Property.

k. The LESSEE is a tax exempt governmental entity. All reference to taxes in this Lease shall be construed to mean "taxes, if applicable".

l. The LESSEE shall have the right terminate this Lease in the 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, or 10<sup>th</sup> year of the lease by giving LESSOR one hundred and eighty (180) days prior written notice of intent to terminate, subject to a continuing LESSEE obligation to pay monthly rent as follows:

In 7<sup>th</sup> year- LESSEE obligated to pay 80% of monthly rent  
In 8<sup>th</sup> year- LESSEE obligated to pay 60% of monthly rent  
In 9<sup>th</sup> year- LESSEE obligated to pay 40% of monthly rent  
In 10<sup>th</sup> year- LESSEE obligated to pay 20% of monthly rent

In the event LESSOR rents the property following termination by LESSEE, the LESSEE's obligation to pay reduced rent shall end.

m. LESSOR agrees to credit LESSEE the total sum of \$73,000 proportionately in Years 8, 9 and 10, on a monthly basis at a rate of \$2,027.78 per month, unless LESSEE exercises its right to terminate this Lease, in which event LESSEE shall refund to LESSOR any rental credits previously provided LESSEE under this paragraph.

n. This Lease is contingent upon LESSOR obtaining financing for the proposed renovations outlined herein. This Lease shall be voidable by LESSOR within 45 days of execution in the event that LESSOR is unable to secure the necessary financing.

o. LESSOR will apply for and receive a CRA façade grant. The LESSEE shall cooperate with LESSOR in the application and processing of the documentation necessary to receive such grant. CRA Board approval is a condition to obtaining any façade grant.

35. BROKER FEES LESSOR shall indemnify, defend and hold harmless the CRA from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by LESSOR on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section shall survive Closing or termination of this Agreement.

36. BANKRUPTCY Notwithstanding anything herein to the contrary, in the event LESSEE is the subject of any bankruptcy (including reorganization or arrangement proceedings pursuant to any bankruptcy), voluntary or involuntary, then LESSOR shall have the right to terminate this Lease.

37. JURY TRIAL WAIVER THE PARTIES HEREBY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED UPON OR ARISING OUT OF OR IN CONJUNCTION WITH THIS LEASE.

38. OPTION TO EXTEND LEASE: Provided LESSEE has paid all rent on or before the 7<sup>th</sup> day of each month and there has been no event of default under any of the terms of this Lease whatsoever, LESSEE shall have the right ("Option"), to be exercised as provided for in this Article, to extend this Lease for one (1) Renewal Term of five years commencing upon the expiration of the initial Lease term provided for herein. The Lease during the five-year extension shall be treated as a triple net lease in all respects, pursuant to which LESSEE shall be responsible for the payment of all Expenses as heretofore defined. The base rental shall be as provided below and shall be increased at a rate of 5% per annum. Monthly rent payments shall be paid as follows:

1<sup>st</sup> Year Extension - \$7,505.97 per month base rent plus Expenses and applicable sales tax.

2<sup>nd</sup> Year Extension - \$7,881.27 per month base rent plus Expenses and applicable sales tax.

3<sup>rd</sup> Year Extension - \$8,275.33 per month base rent plus Expenses and applicable sales tax.

4<sup>th</sup> Year Extension - \$8,689.10 per month base rent plus Expenses and applicable sales tax.

5<sup>th</sup> Year Extension - \$9,123.56 per month base rent plus Expenses and applicable sales tax.

- a. The Option to Extend Lease may be exercised only if no default exists under any of the terms of this Lease when the Option becomes exercisable and there has been no event of default under any of the terms of this lease whatsoever during the initial ten year term of this Lease. In addition, if LESSEE has been in default by a reason of a failure to pay money when due during the Lease term, no Option to Extend may be exercised.
- b. The Renewal Term shall be on the same terms, covenants and conditions provided for in this Lease, except there shall be no privilege to extend the term of this Lease for any period of time after the expiration of the Renewal Term. The Base Rent for the Renewal Term shall be increased by 5% percent per annum.

The right to extend the Lease shall be exercised in the following manner:

- a. At least one hundred eighty (180) days prior to the expiration of the initial term, LESSEE shall notify LESSOR in writing of its election to exercise the right to extend the term of this Lease for the renewal term;
- b. Upon the giving of the notice of exercise of this extension option, the Lease shall be deemed to be renewed and the term thereof renewed for the period and upon the terms provided above without the execution of further lease or instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

LESSOR:

Theresa Littenback

710 BOYNTON PARTNERS, LLC

BY

Arthur B. D'Almeida (Date)

Managing Member

Printed Name: THERESA LITTENBACK

Heather English

Printed Name: HEATHER ENGLISH

LESSEE:

BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY

Susan Hassos

Printed Name: SUSAN HASSOS

Theresa Littenback

By:

Jose Rodriguez, Chair (Date)

Printed Name: THERESA LITTENBACK

Reviewed and Approved as to legal form: Reviewed and Approved

James A. Cherof  
James A. Cherof, Board Attorney

Vivian Brooks  
Vivian Brooks, Acting Executive Director

## **EXHIBIT "A"**

### **LESSOR's Work:**

**LESSOR shall complete the following renovations and repairs at LESSOR's expense:**

**Demolition (interior and exterior)**

**Repair concrete floor footings**

**Install 3 steel columns**

**Replace existing doors and windows with new hurricane impact resistant doors and windows**

**New exterior stucco**

**New shingle roof**

**Exterior paint**

**Clean, patch, seal and stripe exterior parking lot**

**HVAC – three new five ton units.**

**Electric-New 400 AMP Service and Two 200 Amp Interior Panels**

**Plumbing – Two bathrooms and one water fountain**

**HVAC interior**

**Interior electric per code/outlets per code**

**Telephone/computer outlets – ½" empty conduit – 1 per office**

**Interior lighting (2'x4' parabolic fixtures)**

**Fire alarm system per code**

### **Exclusions:**

**Security, telephone and computer systems**

**Landscaping**

## EXHIBIT "B"

### LESSEE's Work:

LESSEE shall provide to LESSOR's General Contractor sealed architectural plans ready for permitting detailing the following renovations to be completed at LESSEE's expense:

Drywall partitions  
Interior  
Prep floors  
New carpeting  
VCT at two bathrooms  
Vinyl base  
New cabinets – break room  
Fire extinguishers  
Ceilings – 2'x4'  
New doors and hardware  
Carpentry labor  
Miscellaneous specialties

Or as amended by LESSEE in its discretion, subject to approval by LESSOR.

\$88,000

**FIRST AMENDMENT TO COMMERCIAL LEASE**


That certain Commercial Lease dated September 24, 2010, by and between 710 Boynton Partners, LLC, a Florida limited liability company, "LESSOR" and Boynton Beach Community Redevelopment Agency, "LESSEE", shall be amended this 14th day of December, 2010, to add the following language to Paragraph 12:

LESSOR shall hire KCA Design Group, Inc., to complete the sealed architectural plans ready for permitting for the interior build-out of the premises pursuant to the attached Fee Proposal. Lessee shall remit payment to LESSOR within 5 days of issuance of a payment requisition and supporting documents which reflect completion of the work for which payment is requested, in an amount to cover the cost of the performed services of KCA Design Group, Inc., for preparation of the said architectural plans. The CRA's payment obligation shall not exceed \$7,700.00. The CRA shall be provided with copies of all records all plans for which the CRA has made payment.

All other terms and conditions of the aforesaid Commercial Lease are incorporated by reference herein and are ratified and confirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

  
Printed Name: Alex Rothman

LESSOR:

710 BOYNTON PARTNERS, LLC

BY 

Arthur B. D'Almeida  
Managing Member

(Date)

12-15-10



Theresa Utterback

Printed Name: THERESA UTTERBACK

Vivian Bond

Printed Name: Vivian Bond

Reviewed and Approved as to legal form:

James A. Cherof  
James A. Cherof, Board Attorney

LESSEE:

BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: [Signature]

Jose Rodriguez, Chair (Date)

12-14-10

**KCA Design Group, Inc.**

*Architecture, Design, & Planning Organization*

*License No. AA 0003330*

*Keith D. Chambers, R.A., License No. AR 13376*

*4800 North Federal Hwy., Suite 205B - Boca Raton, FL 33431*

*(561) 361-0577; Fax (561) 999-0007*

*Sheet 1 of 2 - December 6, 2010*

362-8512

**Fee Proposal - Construction Documents**

*Client Name: Arthur D' Almeida, P.A.*  
*Address of Client: 105 East Palmetto Park Road, Boca Raton, FL 33432*  
*Telephone: (561) 289-2022*

*Project Name: New CRA Office Space*  
*Address: 710 N. Federal Highway, Boynton Beach, FL*  
*Architecture Project Number: 10042*

*Description of Work: Produce Construction Documents for new tenant improvement office space.*

*Scope of Work: Produce architectural, and MEP construction documents sufficient for permitting. The drawings will illustrate the following but are not limited to:*

*Specifications, interior design, floor plan, wall partitions sections, reflected ceiling plan, interior finishes, door/hardware schedules, electrical power and lighting plan, electrical notes and details, panel schedules, toilet room and sinks, plumbing plan, plumbing risers, plumbing notes and details, mechanical plan, mechanical details and general notes.*

*Not included in the architecture fee: Full time on-site construction administration during construction, sprinklers design, and alarm design. Minor construction questions and periodical on-site construction reviews are anticipated and are covered under the stated fee.*

*Conditions of Proposal: This proposal is valid for three (3) months from the date stated above. Should the scope of work change and/or new design schemes be requested, a new proposal will be submitted to the client for approval.*

*KCA Design Group will provide the client with three (3) sets of plans signed and sealed for submittal to the building department. Any additional prints will be done at the client's expense.*

*Reimbursable Expenses: Blueprinting \$1.75/Sheet (24x36 sheet)*  
*Shipping cost at actual expense plus 20%.*

*Work Timetable: After receipt of a signed fee proposal/contract, KCA will provide a CADD generated floor plan within two working days. Then a meeting will be arranged to review the floor plan and get a sign-off of the plan acceptance with any modifications. KCA will then create the final construction documents within 10-15 business days from that date.*



**KCA Design Group, Inc.***Architecture, Design, & Planning Organization**License No. AA 0003330**Keith D. Chambers, R.A.**President - AR 13376**4800 North Federal Hwy., - Building "B" Suite 205B - Boca Raton, FL 33431**(561) 361-0577 Fax (561) 999-0007**Sheet 2 of 2 - December 6, 2010*

*Fee Proposal: \$6,934 (\$2/SF x 3,467 SF of office space)*

***Fee Schedule:****Professional retainer: 30% of Fee:****\$2,080****Upon completion of signed and sealed contract documents: 70% of Fee:****\$4,854***

*Construction administration service or additional services, if required, will be billed on an hourly basis using the fee schedule below.*

*Below is the schedule of fees for additional services if required:*

<i>Principal</i>	<i>\$250/Hr</i>
<i>Design Architect</i>	<i>\$125/Hr</i>
<i>Drafting</i>	<i>\$85/Hr</i>
<i>Secretary/Office Staff</i>	<i>\$45/Hr</i>

*Retainer is due on signing of contract. A 1.5% per month finance charge will be added to any invoice not paid within 30 days. Failure to pay invoice(s) within 90 days may result in legal action with client responsible for all claims, damages, losses and expenses, including attorney(s) fees arising from said legal action. Architect reserves the right to reuse these plans as he sees fit.*

*Please call if you have any questions. This proposal will act as a contract if signed by both parties.*

***Accept and Agreed:***

\_\_\_\_\_  
*Arthur D' Almeida, P.A.*  
*Client*

  
\_\_\_\_\_  
*Keith Chambers, RA*  
*President, KCA Design Group Inc.*

**CRA Office: Summary of Lease Costs - 710 North Federal Highway, Boynton Beach, FL**

CRA Budget Year	October 1st of Each Year	Per Month				Annual Cost	Base Rent % Increase from Prior Year
		Base Rent	Estimated Expenses per Lease(a)	Credit Years 8,9,10	Total		
FY11-12	Year 1	\$ 4,608.00	\$ 1,769.70		\$ 6,377.70	\$ 76,532.40	
FY12-13	Year 2	\$ 4,792.32	\$ 1,374.80		\$ 6,167.12	\$ 74,005.44	4%
FY13-14	Year 3	\$ 4,984.01	\$ 1,473.54		\$ 6,457.55	\$ 77,490.57	4%
FY14-15	Year 4	\$ 5,183.37	\$ 1,560.42		\$ 6,743.79	\$ 80,925.43	4%
FY15-16	Year 5	\$ 5,390.71	\$ 1,729.71		\$ 7,120.42	\$ 85,445.01	4%
FY16-17	Year 6	\$ 5,606.34	\$ 2,012.29		\$ 7,618.63	\$ 91,423.60	4%
FY17-18	Year 7	\$ 5,830.59	\$ 2,012.29		\$ 7,842.88	\$ 94,114.56	4%
FY18-19	Year 8	\$ 6,063.81	\$ 1,941.84	\$ 2,027.78	\$ 5,977.87	\$ 71,734.38	4%
<b>FY19-20</b>	<b>Year 9</b>	<b>\$ 6,306.37</b>	<b>\$ 1,941.84</b>	<b>\$ 2,027.78</b>	<b>\$ 6,220.43</b>	<b>\$ 74,645.16</b>	<b>4%</b>
FY20-21	Year 10	\$ 6,558.62	\$ 1,941.84	\$ 2,027.78	\$ 6,472.68	\$ 77,672.16	4%

(c)

(c)

(c)

Increase in Rent Year 1 to Year 10 42%

(a) Represents CRA's responsibility to pay real estate taxes, maintenance, insurance.  
Lease assumes costs of real estate taxes, maintenance and insurance remains same over ten year period.

(c) CRA to receive rent credit of \$2,027.78 per month in Years 8, 9, 10 totalling \$73,000 (Lease, Sec. 34.m.)

Year 9 - Begins October 1, 2019		
	Annual	Monthly
Estimated Insurance - Wind	\$ 3,720.00	\$ 310.00
Estimated Insurance - Business Owner	\$ 2,566.47	\$ 213.87
Estimated Flood Insurance	\$ 2,559.00	\$ 213.25
Estimated Taxes	\$ 14,456.55	\$ 1,204.71
Sub-Total	\$ 23,302.02	\$ 1,941.84
Base Rent Year 9	\$ 75,676.44	\$ 6,306.37
Years 8,9,10 total credit = \$73,000	\$(24,333.36)	\$(2,027.78)
<b>Total Year 9</b>	<b>\$ 74,645.10</b>	<b>\$ 6,220.43</b>