



**CRA Advisory Board Meeting**  
**Thursday, August 1, 2019 - 6:30 PM**  
**Intracoastal Park Clubhouse, 2240 N. Federal Highway, Boynton Beach, FL 33435**  
**561-737-3256**  
**ADVISORY BOARD AGENDA**

**AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Agenda Approval**
  - A. Additions, Deletions, Corrections to the Agenda
  - B. Adoption of Agenda
- 4. Information Only**
  - A. Financial Report Period Ending July 31, 2019
  - B. Notice of Relocation of the September 5, 2019 CRAAB Meeting
- 5. Public Comment**
- 6. Consent**
  - A. Approval of CRA Advisory Board Meeting Minutes - July 8, 2019
- 7. Assignments**
  - A. Pending Assignments
  - B. Reports on Pending Assignments
  - C. New Assignments
    1. Consideration and Discussion of Fiscal Year 2019/2020 Budget
    2. Approval of the FY 2019 - 2021 Boynton Harbor Marina Dockage Lease Agreement **7/9/19**
- 8. CRA Board Items for CRA Advisory Board Review and Recommendations**
  - A. Old Business
  - B. New Business
    1. Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2019 Annual Conference on October 16-18, 2019 in Tampa, Florida

## **9. Future Agenda Items**

## **10. Adjournment**

### **Notice**

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

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



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

### **INFORMATION ONLY**

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#### **SUBJECT:**

Financial Report Period Ending July 31, 2019

#### **SUMMARY:**

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

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

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

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#### **ATTACHMENTS:**

##### **Description**

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



Boynton Beach CRA, FL

# Detail vs Budget Report

## Account Summary

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

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>01 - GENERAL FUND</b>								
<b>Revenue</b>								
<a href="#">01-41000</a>	T.I.F. COLLECTIONS	0.00	-12,421,686.00	-12,549,087.00	0.00	-12,549,087.00	127,401.00	1.03 %
<a href="#">01-42115</a>	MARINA RENTS	0.00	-100,000.00	-80,164.56	-9,528.50	-89,693.06	-10,306.94	-10.31 %
<a href="#">01-42116</a>	MISCELLANEOUS RENTS FRO PROPER	0.00	0.00	-2,157.38	-60.00	-2,217.38	2,217.38	0.00 %
<a href="#">01-42117</a>	MARINA FUEL SALES	0.00	-900,000.00	-896,437.03	0.00	-896,437.03	-3,562.97	-0.40 %
<a href="#">01-42118</a>	MARINA MISC INCOME	0.00	0.00	-3,462.22	5,136.40	1,674.18	-1,674.18	0.00 %
<a href="#">01-46100</a>	INTEREST INCOME	0.00	0.00	-33,169.89	0.00	-33,169.89	33,169.89	0.00 %
<a href="#">01-47200</a>	IN KIND REVENUE	0.00	0.00	-173,765.97	-19,357.33	-193,123.30	193,123.30	0.00 %
<a href="#">01-48100</a>	MISCELLANEOUS INCOME	0.00	0.00	-17,921.69	-402.28	-18,323.97	18,323.97	0.00 %
<a href="#">01-49100</a>	OTHER FINANCING SOURCES	0.00	-640,000.00	0.00	0.00	0.00	-640,000.00	-100.00 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-14,061,686.00</b>	<b>-13,756,165.74</b>	<b>-24,211.71</b>	<b>-13,780,377.45</b>	<b>-281,308.55</b>	<b>-2.00 %</b>
<b>Expense</b>								
<a href="#">01-51010-200</a>	CONTRACTUAL EXPENSE	0.00	7,500.00	1,919.91	56.25	1,976.16	5,523.84	73.65 %
<a href="#">01-51010-216</a>	ADVERTISING & PUBLIC NOTICES	0.00	6,500.00	3,478.91	807.28	4,286.19	2,213.81	34.06 %
<a href="#">01-51010-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	14,500.00	3,813.61	0.00	3,813.61	10,686.39	73.70 %
<a href="#">01-51010-227</a>	DELIVERY SERVICES	0.00	750.00	75.69	0.00	75.69	674.31	89.91 %
<a href="#">01-51010-310</a>	OFFICE SUPPLIES	0.00	750.00	10.69	0.00	10.69	739.31	98.57 %
<a href="#">01-51230-100</a>	PERSONNEL SERVICES	0.00	457,250.00	321,599.06	32,481.18	354,080.24	103,169.76	22.56 %
<a href="#">01-51230-115</a>	CAR ALLOWANCE	0.00	5,220.00	3,854.60	401.52	4,256.12	963.88	18.47 %
<a href="#">01-51230-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	16,900.00	12,034.58	1,384.66	13,419.24	3,480.76	20.60 %
<a href="#">01-51230-226</a>	MEMBERSHIP DUES	0.00	11,085.00	5,541.00	0.00	5,541.00	5,544.00	50.01 %
<a href="#">01-51230-227</a>	DELIVERY SERVICES	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">01-51230-229</a>	CAREER DEVELOPMENT	0.00	19,500.00	4,258.40	0.00	4,258.40	15,241.60	78.16 %
<a href="#">01-51230-310</a>	OFFICE SUPPLIES	0.00	3,000.00	946.07	105.52	1,051.59	1,948.41	64.95 %
<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	2,372.43	253.22	2,625.65	794.35	23.23 %
<a href="#">01-51230-355</a>	SUBSCRIPTIONS	0.00	605.00	0.00	0.00	0.00	605.00	100.00 %
<a href="#">01-51230-360</a>	BOOKS & PUBLICATIONS	0.00	500.00	264.68	189.71	454.39	45.61	9.12 %
<a href="#">01-51230-400</a>	EQUIPMENT COSTS	0.00	2,000.00	732.83	0.00	732.83	1,267.17	63.36 %
<a href="#">01-51325-100</a>	PERSONNEL SERVICES	0.00	168,269.00	125,760.95	12,943.79	138,704.74	29,564.26	17.57 %
<a href="#">01-51325-200</a>	CONTRACTUAL EXPENSE	0.00	250.00	175.00	0.00	175.00	75.00	30.00 %
<a href="#">01-51325-201</a>	BANK FEES	0.00	3,000.00	3,612.62	458.49	4,071.11	-1,071.11	-35.70 %
<a href="#">01-51325-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	8,450.00	3,618.73	0.00	3,618.73	4,831.27	57.17 %
<a href="#">01-51325-226</a>	MEMBERSHIP DUES	0.00	1,300.00	499.00	0.00	499.00	801.00	61.62 %
<a href="#">01-51325-227</a>	DELIVERY COSTS	0.00	500.00	162.00	0.00	162.00	338.00	67.60 %
<a href="#">01-51325-229</a>	CAREER DEVELOPMENT	0.00	5,000.00	2,045.94	0.00	2,045.94	2,954.06	59.08 %

**Detail vs Budget Report**
**Date Range: 07/01/2019 - 07/31/2019**

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">01-51325-310</a>	OFFICE SUPPLIES	0.00	2,500.00	648.57	26.92	675.49	1,824.51	72.98 %
<a href="#">01-51325-340</a>	CELLULAR PHONES	0.00	1,440.00	922.65	102.86	1,025.51	414.49	28.78 %
<a href="#">01-51325-355</a>	SUBSCRIPTIONS	0.00	1,300.00	1,099.00	0.00	1,099.00	201.00	15.46 %
<a href="#">01-51325-360</a>	BOOKS & PUBLICATIONS	0.00	700.00	0.00	0.00	0.00	700.00	100.00 %
<a href="#">01-51325-365</a>	OFFICE PRINTING COSTS	-70.00	600.00	0.00	0.00	0.00	670.00	111.67 %
<a href="#">01-51325-400</a>	EQUIPMENT COSTS	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<a href="#">01-51410-213</a>	GENERAL PROPERTY COVERAGE	0.00	172,500.00	123,047.26	3,746.00	126,793.26	45,706.74	26.50 %
<a href="#">01-51420-200</a>	CONTRACTUAL EXPENSE	-1,584.00	142,000.00	60,281.17	1,584.00	61,865.17	81,718.83	57.55 %
<a href="#">01-51420-201</a>	CONTRACT LEGAL	-10,000.00	100,000.00	42,343.16	10,201.47	52,544.63	57,455.37	57.46 %
<a href="#">01-51420-204</a>	CITY STAFF COSTS	0.00	22,000.00	1,567.00	0.00	1,567.00	20,433.00	92.88 %
<a href="#">01-51440-100</a>	PERSONNEL SERVICES	0.00	78,950.00	59,301.03	6,073.00	65,374.03	13,575.97	17.20 %
<a href="#">01-51440-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	29,820.00	1,200.42	0.00	1,200.42	28,619.58	95.97 %
<a href="#">01-51440-226</a>	MEMBERSHIP DUES	0.00	1,350.00	0.00	0.00	0.00	1,350.00	100.00 %
<a href="#">01-51440-227</a>	DELIVERY SERVICES	0.00	300.00	62.88	63.48	126.36	173.64	57.88 %
<a href="#">01-51440-229</a>	CAREER DEVELOPMENT	0.00	6,300.00	275.00	0.00	275.00	6,025.00	95.63 %
<a href="#">01-51440-310</a>	OFFICE SUPPLIES	0.00	1,500.00	532.08	8.63	540.71	959.29	63.95 %
<a href="#">01-51440-340</a>	CELLULAR PHONES	0.00	540.00	405.00	45.00	450.00	90.00	16.67 %
<a href="#">01-51440-355</a>	SUBSCRIPTIONS	0.00	1,500.00	801.60	100.20	901.80	598.20	39.88 %
<a href="#">01-51440-360</a>	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00 %
<a href="#">01-51440-365</a>	OFFICE PRINTING COSTS	0.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
<a href="#">01-51620-200</a>	CONTRACTUAL EXPENSE	0.00	3,045.00	1,124.82	0.00	1,124.82	1,920.18	63.06 %
<a href="#">01-51620-201</a>	PROPERTY TAXES & ASSOC. DUES	0.00	75,000.00	53,800.95	0.00	53,800.95	21,199.05	28.27 %
<a href="#">01-51620-205</a>	RENTAL OF OFFICES	0.00	104,000.00	61,986.41	5,977.87	67,964.28	36,035.72	34.65 %
<a href="#">01-51620-208</a>	EQUIPMENT LEASES	-687.13	11,500.00	7,058.83	687.13	7,745.96	4,441.17	38.62 %
<a href="#">01-51620-209</a>	PROPERTY MAINTENANCE COST	-5,575.00	490,000.00	115,965.28	7,877.22	123,842.50	371,732.50	75.86 %
<a href="#">01-51620-210</a>	IN KIND EXPENSE	0.00	0.00	173,765.97	19,357.33	193,123.30	-193,123.30	0.00 %
<a href="#">01-51620-224</a>	SIGNAGE	0.00	10,000.00	1,202.85	0.00	1,202.85	8,797.15	87.97 %
<a href="#">01-51620-325</a>	ELECTRICITY COSTS	0.00	15,000.00	9,217.82	1,419.97	10,637.79	4,362.21	29.08 %
<a href="#">01-51620-326</a>	WATER CHARGES	0.00	15,000.00	5,188.85	417.37	5,606.22	9,393.78	62.63 %
<a href="#">01-51630-200</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	15,601.69	912.50	16,514.19	11,485.81	41.02 %
<a href="#">01-51630-241</a>	MARINA FUEL MANAGEMENT	0.00	187,180.00	140,158.53	15,573.17	155,731.70	31,448.30	16.80 %
<a href="#">01-51630-242</a>	MARINE FUEL STATION OVERHEAD	0.00	29,500.00	25,845.39	3,120.43	28,965.82	534.18	1.81 %
<a href="#">01-51630-310</a>	OFFICE SUPPLIES	0.00	1,000.00	440.15	0.00	440.15	559.85	55.99 %
<a href="#">01-51630-325</a>	ELECTRIC COSTS	0.00	8,100.00	4,470.76	636.94	5,107.70	2,992.30	36.94 %
<a href="#">01-51630-326</a>	WATER COSTS	0.00	12,000.00	3,913.97	364.08	4,278.05	7,721.95	64.35 %
<a href="#">01-51630-327</a>	GASOLINE & DEISEL FUEL PURCHAS	0.00	721,720.00	616,247.79	100,572.19	716,819.98	4,900.02	0.68 %
<a href="#">01-51630-328</a>	MARINA DIESEL SALES TAX	0.00	12,000.00	11,338.80	712.22	12,051.02	-51.02	-0.43 %
<a href="#">01-51650-200</a>	CONTRACTUAL EXPENSE	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
<a href="#">01-51650-210</a>	CITY IT SUPPORT	-354.00	27,000.00	13,540.64	354.00	13,894.64	13,459.36	49.85 %
<a href="#">01-51650-211</a>	COMPUTER SOFTWARE & LICENSES	0.00	3,500.00	1,829.00	0.00	1,829.00	1,671.00	47.74 %
<a href="#">01-51650-212</a>	FINANCIAL SOFTWARE MAINTENANCE	0.00	29,000.00	12,944.47	0.00	12,944.47	16,055.53	55.36 %
<a href="#">01-51650-330</a>	TELEPHONE LINES	0.00	8,000.00	5,677.22	686.22	6,363.44	1,636.56	20.46 %
<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: 07/01/2019 - 07/31/2019

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	48,700.37	4,968.80	53,669.17	10,924.83	16.91 %
<a href="#">01-57400-216</a>	ADVERTISING & PUBLIC NOTICES	0.00	40,000.00	16,264.00	0.00	16,264.00	23,736.00	59.34 %
<a href="#">01-57400-218</a>	ANNUAL REPORT & BROCHURES	0.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00 %
<a href="#">01-57400-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	4,400.00	291.40	0.00	291.40	4,108.60	93.38 %
<a href="#">01-57400-226</a>	MEMBERSHIP DUES	0.00	5,850.00	1,755.00	0.00	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	640.08	640.08	1,859.92	74.40 %
<a href="#">01-57400-236</a>	PHOTOGRAPHY / VIDEOS	0.00	15,000.00	7,760.00	1,190.00	8,950.00	6,050.00	40.33 %
<a href="#">01-57400-310</a>	OFFICE SUPPLIES	0.00	1,500.00	530.02	8.63	538.65	961.35	64.09 %
<a href="#">01-57400-340</a>	CELLULAR PHONES	0.00	540.00	405.00	45.00	450.00	90.00	16.67 %
<a href="#">01-57400-355</a>	SUBSCRIPTIONS	0.00	1,005.00	1,005.00	0.00	1,005.00	0.00	0.00 %
<a href="#">01-57400-360</a>	BOOKS & PUBLICATIONS	0.00	200.00	113.86	0.00	113.86	86.14	43.07 %
<a href="#">01-57400-365</a>	OFFICE PRINTING COSTS	0.00	3,500.00	3,166.85	0.00	3,166.85	333.15	9.52 %
<a href="#">01-57500-100</a>	PERSONNEL SERVICES	0.00	58,066.00	42,879.40	4,466.60	47,346.00	10,720.00	18.46 %
<a href="#">01-57500-225</a>	ASSOC. MEETINGS & SEMINARS	0.00	6,100.00	367.87	744.08	1,111.95	4,988.05	81.77 %
<a href="#">01-57500-226</a>	MEMBERSHIP DUES	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<a href="#">01-57500-229</a>	CAREER DEVELOPMENT	0.00	2,500.00	321.00	0.00	321.00	2,179.00	87.16 %
<a href="#">01-57500-310</a>	OFFICE SUPPLIES	0.00	1,500.00	1,030.30	102.49	1,132.79	367.21	24.48 %
<a href="#">01-57500-340</a>	CELLULAR PHONES	0.00	540.00	405.00	45.00	450.00	90.00	16.67 %
<a href="#">01-57500-355</a>	SUBSCRIPTIONS	0.00	250.00	49.99	0.00	49.99	200.01	80.00 %
<a href="#">01-57500-360</a>	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00 %
<a href="#">01-58300-500</a>	GAIN / LOSS ON ASSET	0.00	0.00	1,365,061.56	-142,180.95	1,222,880.61	-1,222,880.61	0.00 %
<a href="#">01-59000-151</a>	F.I.C.A.	0.00	48,000.00	35,015.61	3,748.00	38,763.61	9,236.39	19.24 %
<a href="#">01-59000-152</a>	MEDICARE	0.00	11,277.00	8,502.14	876.55	9,378.69	1,898.31	16.83 %
<a href="#">01-59000-153</a>	RETIREMENT PLAN 401(a)	0.00	173,854.00	153,843.00	250.00	154,093.00	19,761.00	11.37 %
<a href="#">01-59000-154</a>	WORKERS COMP INSURANCE	0.00	2,500.00	2,038.66	0.00	2,038.66	461.34	18.45 %
<a href="#">01-59000-155</a>	HEALTH INSURANCE	0.00	110,000.00	62,930.79	5,313.96	68,244.75	41,755.25	37.96 %
<a href="#">01-59000-156</a>	DENTAL INSURANCE	0.00	4,500.00	2,951.46	314.71	3,266.17	1,233.83	27.42 %
<a href="#">01-59000-157</a>	LIFE INSURANCE	0.00	1,500.00	434.70	48.30	483.00	1,017.00	67.80 %
<a href="#">01-59000-158</a>	SHORT / LONG TERM DISABILITY	0.00	3,448.00	4,250.50	425.05	4,675.55	-1,227.55	-35.60 %
<a href="#">01-59000-159</a>	UNEMPLOYMENT CHARGES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
<a href="#">01-59000-160</a>	VISION INSURANCE	0.00	600.00	358.86	38.43	397.29	202.71	33.79 %
<a href="#">01-59000-161</a>	COMPENSATED ABSENSES	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
<a href="#">01-59800-990</a>	TRANS OUT TO DEBT SERVICE FUND	0.00	2,136,465.00	2,136,465.00	0.00	2,136,465.00	0.00	0.00 %
<a href="#">01-59999-990</a>	INTERFUND TRANSFERS OUT	0.00	8,102,303.00	8,102,303.00	0.00	8,102,303.00	0.00	0.00 %
Expense Totals:		-18,270.13	14,061,686.00	14,080,279.71	110,746.55	14,191,026.26	-111,070.13	-0.79 %
01 - GENERAL FUND Totals:		-18,270.13	0.00	324,113.97	86,534.84	410,648.81	-392,378.68	
<b>02 - PROJECTS FUND</b>								
Revenue								
<a href="#">02-44100</a>	FESTIVAL & EVENT INCOME	0.00	0.00	-61,768.59	0.00	-61,768.59	61,768.59	0.00 %
<a href="#">02-46100</a>	INTEREST INCOME	0.00	0.00	-120,854.42	0.00	-120,854.42	120,854.42	0.00 %
<a href="#">02-48100</a>	MISCELLANEOUS INCOME	0.00	0.00	-4,699.74	-100.00	-4,799.74	4,799.74	0.00 %

**Detail vs Budget Report**

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

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<a href="#">02-49100</a>	OTHER FINANCING SOURCES	0.00	-3,265,791.00	0.00	0.00	0.00	-3,265,791.00	-100.00 %
<a href="#">02-49900</a>	TRANSFERS IN	0.00	-6,822,303.00	-8,102,303.00	0.00	-8,102,303.00	1,280,000.00	18.76 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-10,088,094.00</b>	<b>-8,289,625.75</b>	<b>-100.00</b>	<b>-8,289,725.75</b>	<b>-1,798,368.25</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	-2,977.00	204,979.00	-244,852.51	5,677.00	-239,175.51	447,131.51	218.14 %
<a href="#">02-58100-213</a>	LEGAL FEES	0.00	125,000.00	60,280.00	14,290.00	74,570.00	50,430.00	40.34 %
<a href="#">02-58200-401</a>	BUILDINGS	0.00	475,000.00	2,169.01	0.00	2,169.01	472,830.99	99.54 %
<a href="#">02-58200-404</a>	CONSTRUCTION IN PROGRESS	0.00	190,000.00	207,403.10	9,495.38	216,898.48	-26,898.48	-14.16 %
<a href="#">02-58200-405</a>	SITE WORK AND DEMOLITION FEES	0.00	66,315.00	10,556.23	13,520.00	24,076.23	42,238.77	63.69 %
<a href="#">02-58200-406</a>	INFRASTRUCTURE AND STREETScape	0.00	7,101,444.00	203,149.88	0.00	203,149.88	6,898,294.12	97.14 %
<a href="#">02-58400-443</a>	DIFA-ECONOMIC DEVELOPMENT	0.00	1,207,000.00	1,194,599.00	0.00	1,194,599.00	12,401.00	1.03 %
<a href="#">02-58400-444</a>	ECONOMIC DEVELOPMENT GRANTS	40,429.72	554,356.00	266,806.98	6,358.05	273,165.03	240,761.25	43.43 %
<a href="#">02-58400-445</a>	MARKETING INCENTIVES	11,136.00	80,000.00	58,415.06	5,710.00	64,125.06	4,738.94	5.92 %
<a href="#">02-58500-460</a>	COMMUNITY POLICING INNOVATIONS	-79,223.30	370,000.00	190,648.32	79,223.30	269,871.62	179,351.68	48.47 %
<a href="#">02-58500-470</a>	COMMUNITY SUPPORT PROJECTS	0.00	345,000.00	82,923.00	0.00	82,923.00	262,077.00	75.96 %
<a href="#">02-58500-480</a>	COMMUNITY SPECIAL EVENTS	-720.00	549,000.00	447,872.57	6,786.01	454,658.58	95,061.42	17.32 %
<b>Expense Totals:</b>		<b>-31,354.58</b>	<b>11,368,094.00</b>	<b>2,480,000.64</b>	<b>141,059.74</b>	<b>2,621,060.38</b>	<b>8,778,388.20</b>	<b>77.22 %</b>
<b>02 - PROJECTS FUND Totals:</b>		<b>-31,354.58</b>	<b>1,280,000.00</b>	<b>-5,809,625.11</b>	<b>140,959.74</b>	<b>-5,668,665.37</b>	<b>6,980,019.95</b>	
<b>03 - DEBT SERVICE</b>								
<b>Revenue</b>								
<a href="#">03-46100</a>	INTEREST INCOME	0.00	0.00	-10,900.37	0.00	-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>-2,147,365.37</b>	<b>0.00</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>-1,936,889.10</b>	<b>0.00</b>	<b>-1,936,889.10</b>	<b>1,936,889.10</b>	
<b>Report Total:</b>		<b>-49,624.71</b>	<b>1,280,000.00</b>	<b>-7,422,400.24</b>	<b>227,494.58</b>	<b>-7,194,905.66</b>	<b>8,524,530.37</b>	

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND	-18,270.13	0.00	324,113.97	86,534.84	410,648.81	-392,378.68	
02 - PROJECTS FUND	-31,354.58	1,280,000.00	-5,809,625.11	140,959.74	-5,668,665.37	6,980,019.95	
03 - DEBT SERVICE	0.00	0.00	-1,936,889.10	0.00	-1,936,889.10	1,936,889.10	
Report Total:	-49,624.71	1,280,000.00	-7,422,400.24	227,494.58	-7,194,905.66	8,524,530.37	



**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 - July 25, 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	986,673	-	-	986,673
Contributions and donations	-	-	-	-
Interest and other income	244,617	187,423	10,900	442,940
Total revenues	<u>13,780,377</u>	<u>187,423</u>	<u>10,900</u>	<u>13,978,701</u>
<b>EXPENDITURES</b>				
General government	3,952,258	-	-	3,952,258
Redevelopment projects	-	2,621,060	-	2,621,060
Debt service:				-
Principal	-	-	-	-
Interest and other charges	-	-	210,476	210,476
Total expenditures	<u>3,952,258</u>	<u>2,621,060</u>	<u>210,476</u>	<u>6,783,795</u>
Excess (deficiency) of revenues over expenditures	<u>9,828,119</u>	<u>(2,433,638)</u>	<u>(199,576)</u>	<u>7,194,906</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	(410,649)	5,668,665	1,936,889	7,194,906
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>1,991,653</u>	<u>16,774,344</u>	<u>2,028,072</u>	<u>20,794,070</u>

**Footnote:**

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

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

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**

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

## Budgetary Comparison Schedule

## General Fund

Through Year to Date - July 25, 2019

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
<b>REVENUES</b>			
Tax increment revenue	\$ 12,421,686	\$ 12,421,686	12,549,087
Marina Rent & Fuel Sales	1,000,000.00	1,000,000	986,673
Interest and other income	-	-	244,617
Other financing sources (uses)	-	640,000	-
Total revenues	<u>13,421,686</u>	<u>14,061,686</u>	<u>13,780,377</u>
<b>EXPENDITURES</b>			
General government	<u>3,822,918</u>	<u>3,822,918</u>	<u>3,952,258</u>
Total expenditures	<u>3,822,918</u>	<u>3,822,918</u>	<u>3,952,258</u>
Excess of revenues over expenditures	<u>9,598,768</u>	<u>10,238,768</u>	<u>9,828,119</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>(410,649)</u>
Fund balances - beginning of year			<u>2,402,302</u>
Fund balances - end of year			<u>1,991,653</u>

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



## **ADVISORY BOARD ITEM 4.B.**

### **INFORMATION ONLY**

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#### **SUBJECT:**

Notice of Relocation of the September 5, 2019 CRAAB Meeting

#### **SUMMARY:**

Due to a scheduling conflict with a City Commission Meeting, the September 5, 2019 CRA Advisory Board meeting will be held at 6:30 pm at the CRA office located at 710 N. Federal Highway, Boynton Beach, FL 33435.

The CRA Advisory Board meetings will resume as scheduled on October 3, 2019 at the Intracostal Park Clubhouse located at 2240 N. Federal Highway, Boynton Beach, FL 33435.

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

### **CONSENT**

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#### **SUBJECT:**

Approval of CRA Advisory Board Meeting Minutes - July 8, 2019

#### **SUMMARY:**

See attached minutes.

#### **CRAAB RECOMMENDATION:**

Approve July 8, 2019 CRA Advisory Board meeting minutes.

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#### **ATTACHMENTS:**

##### **Description**

- ▣ **July 8, 2019 CRAAB Minutes**



MINUTES OF THE CRA ADVISORY BOARD MEETING  
INTRACOASTAL PARK CLUBHOUSE  
2240 N. FEDERAL HIGHWAY  
BOYNTON BEACH, FLORIDA 33435  
HELD ON THURSDAY, MAY 2, 2019, AT 6:30 P.M.

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PRESENT:

Linda Cross, Chair  
Robert Pollock, Vice Chair (arr. 6:37 p.m.)  
Anthony Barber  
Thomas Devlin  
Allan Hendricks (arr. 6:45 p.m.)  
Rick Maharajh

STAFF:

Michael Simon, CRA Executive Director  
Thuy Shutt, CRA Assistant Director  
Theresa Utterback, CRA Dev. Svcs. Mgr.  
Bonnie Nicklien, Administrative Svcs.

ABSENT:

Golene Gordon

1. Call to Order

The meeting was called to order at 6:31 p.m.

2. Roll Call

Roll was called, and it was determined a quorum was present.

3. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda – None

B. Adoption of Agenda

Upon motion duly made and seconded, the Agenda was unanimously approved.

4. Information Only

A. Financial Report Period Ending June 30, 2019 – None

1. The CRA Budget will be available for review at the August 5<sup>th</sup> Meeting.

5. Public Comment

- Susan Oyer, 140 SE 27<sup>th</sup> Way, reported that Lisa Mercado's new restaurant, Ravish, just opened at 210 East Ocean Avenue. Also, Ms. Oyer visited potential sister city in Italy (name inaudible), and will be presenting it to the Commission; perhaps this CRA Office (once vacated) can become a Tourist Office featuring for sale unique items from sister cities.

6. Consent
  - A. Approval of CRA Advisory Board Meeting Minutes – May 2, 2019

**Motion** made by Mr. Devlin, seconded by Mr. Barber, to approve the May 2, 2019, minutes. In a voice vote, the motion passed unanimously (4-0).

[Robert Pollock arrived 6:37 p.m., Allan Hendricks arrived 6:45 p.m.]

7. Assignments
  - A. Pending Assignments
    1. None
  - B. Reports on Pending Assignments
    1. None
  - C. New Assignments
    1. Consideration and Discussion of Lease Options for the CRA Office

Chair Cross stated the current lease is for ten years, expiring September 2020, which has a bonus of the tenth year's rent at no cost if not vacated before end of the tenth year. The language for the letter for negotiating the notice to not renew the CRA lease was discussed as the new offices should be ready (soft opening) on or about August 1, 2020. Various options were explored, including the accessibility of the tentative venue on the 4<sup>th</sup> Floor of the new City Hall.

**Motion** made by Mr. Barber, seconded by Mr. Devlin, to recommend the CRA continue its current lease to its expiration in September 2020, do not renew the lease, and as a contingency explore a month-to-month option after the lease termination, if needed. In a voice vote, the motion passed unanimously (6-0).

8. CRA Board Items for CRA Advisory Board Review and Recommendations
  - A. Old Business
    1. None
  - B. New Business
    1. Consideration and Discussion of Responses to a Painting Invitation to Bid for the Historic Woman's Club of Boynton Beach – Not addressed
9. Future Agenda Items – None
10. Adjournment

Upon motion duly made and seconded, the meeting was adjourned at 7:08 p.m.

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



## ADVISORY BOARD ITEM C.1.

### NEW ASSIGNMENTS

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#### SUBJECT:

Consideration and Discussion of Fiscal Year 2019/2020 Budget

#### SUMMARY:

The Boynton Beach CRA is a quasi-governmental, Special District operating under Title XI, Chapter 163, Part III of the Florida Statutes. The agency's annual financial operations run on a fiscal calendar beginning on October 1st and ending on September 30th of each year. The CRA does not obtain its revenue from charging an additional tax. The CRA receives its annual funding based on a percentage share of the existing ad-valorem property taxes paid to the City of Boynton Beach and Palm Beach County.

The CRA's annual budget is comprised of three governmental accounting funds:

1. **the General Fund** which contains the administrative, general operation, insurances, property maintenance and CRA/CRAAB and marina related items;
2. **the Debt Service Fund** which contains the CRA's financial debt obligations and encumbrances such as bond repayments and developer's tax increment funding agreements;
3. **the Project Fund** which contains all of the capital projects, development projects or initiatives, property acquisitions, local business grant programs or promotional events, as well as eligible innovative policing activities such as the Neighborhood Officer Program;

At the first CRA budget meeting held on July 9, 2019, the Board's first draft of their FY 2019-2020 Project Fund budget allocation identifies the amount of funding for each of the Agency's priority projects for the upcoming fiscal year (see Attachment I). The overall FY 2019-2020 Budget breakdown will identify bond debt obligations, existing tax increment revenue funding agreements obligations and available funding for priority projects, programs or funding requests such as but not limited to the Neighborhood Officer Police Program, District Improvement Projects, Business Development and Promotional Events, and Marketing (see Attachments II - IV).

Public discussion on the CRA's proposed FY 2019-2020 Budget will occur again at the CRA Board's August 13<sup>th</sup> and September 10<sup>th</sup> meetings as well as at the CRA Advisory Board's (CRAAB) August 1<sup>st</sup> and September 5<sup>th</sup> meetings.

Final approval and adoption of the CRA's Fiscal Year 2019-2020 Budget is anticipated to occur at the September 17, 2019, City Commission meeting.

#### FISCAL IMPACT:

To be determined based on Board discussion and action.

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan

**CRAAB RECOMMENDATION:**

To review the CRA Board's July 9, 2019 draft Fiscal Year 2019-2020 Project Fund Budget allocation breakdown and provide any recommendation(s).

**CRA BOARD OPTIONS:**

To discuss and consider funding allocations within the Fiscal Year 2019-2020 Budget's Project Fund.

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**ATTACHMENTS:**

**Description**

- ▢ **Attachment I - 7.9.19\_FY19-20\_Project Fund\_CRA Brd\_1stdraft\_**
- ▢ **Attachment II - Proposed FY 2019-2020 NOP Budget Request**
- ▢ **Attachment III - Proposed Business Promotions & Events Budget Breakdown**
- ▢ **Attachment IV - Proposed Marketing Budget Breakdown**



CRA Fiscal Year 2019-2020: Financial Operations: Budget Worksheet													
ANNUAL REVENUE & FUNDING			FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
Tax Increment Revenue (TIR) (increase shown in future years using estimated TIR increase of 3%)			\$ 13,816,071	\$ 14,230,553	\$ 14,657,470	\$ 15,097,194	\$ 15,550,110	\$ 16,016,613	\$ 16,497,111	\$ 16,992,025	\$ 17,501,785	\$ 18,026,839	\$ 18,567,644
Fund Balance Allocation & Rollovers			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Release of Working Capital - Project Fund			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Annual Marina Revenue: Slip Rent & Fuel Sales			\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total Revenue ►			\$ 14,816,071	\$ 15,230,553	\$ 14,657,470	\$ 15,097,194	\$ 15,550,110	\$ 16,016,613	\$ 16,497,111	\$ 16,992,025	\$ 17,501,785	\$ 18,026,839	\$ 18,567,644
DEBT SERVICE FUND													
Obligated Debt Service (Repayment of 2004/2005 Bonds)			\$ 2,140,852	\$ 2,137,822	\$ 2,140,528	\$ 2,136,830	\$ 2,135,817	\$ 2,317,425	\$ 2,319,093	\$ -	\$ -	\$ -	\$ -
GENERAL FUND													
Expenses: Operational (excludes Capital Projects), Admin., Maintenance, Legal, Women's Club, etc.			\$ 3,007,606	\$ 3,097,834	\$ 3,190,769	\$ 3,286,492	\$ 3,385,087	\$ 3,486,640	\$ 3,591,239	\$ 3,698,976	\$ 3,809,945	\$ 3,924,244	\$ 4,041,971
Marina Operating Expenses			\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,001	\$ 1,000,002
Total Debt & Operating Expenses ►			\$ 4,007,606	\$ 6,235,656	\$ 6,331,298	\$ 6,423,322	\$ 6,520,904	\$ 6,804,065	\$ 6,910,332	\$ 4,698,976	\$ 4,809,945	\$ 4,924,245	\$ 5,041,973
PROJECT FUND													
Contractual Obligations: Tax Increment Revenue Funding Agreement (TIRFA) Payments													
Casa Costa (47.5% 10 Years)	Year 10 ►		556,500	-	-	-	-	-	-	-	-	-	-
Wal-Mart (25% Years 6-10)	Year 8 ►		23,100	24,255	25,468	-	-	-	-	-	-	-	-
Seabourn Cove-Phase I (50% - 10 Years)	Year 7 ►		425,250	446,513	468,838	492,280	-	-	-	-	-	-	-
Seabourn Cove-Phase II (50% - 10 Years)	Year 6 ►		178,500	187,425	196,796	206,636	216,968	-	-	-	-	-	-
Preserve (75% Yrs 1-5; 25% Yrs 6-10)	Year 5 ►		117,000	40,000	42,000	44,100	46,305	48,620	-	-	-	-	-
Town Square Project (26 year obligation)	Year 2 ►		3,700,000	3,700,000	3,550,000	3,550,000	3,550,000	3,550,000	3,550,000	2,800,000	2,800,000	2,800,000	2,800,000
500 Ocean (Yrs 1-4/75%; Yrs 5-7/50%; Yrs 8-10/25%)	Year 1 ►		569,946	617,942	636,480	655,575	450,161	463,666	238,788	245,952	253,330	260,930	-
Ocean One - Phase One (75% Yrs 1-7; 50% Yr. 8)			-	-	-	495,176	510,535	526,354	542,649	559,432	576,718	396,349	396,349
Ocean One - Phase Two (75% Yrs 1-7; 50% Yr. 8)			-	-	-	391,417	403,520	415,986	428,827	442,052	455,674	469,705	322,771
Total TIRFA Payments ►			5,570,296	5,016,135	4,919,582	5,835,184	5,177,489	5,004,626	4,760,264	4,047,436	4,085,722	3,926,984	3,519,120
Remaining Project Fund Budget for Allocation (Revenue - Debt Service, Operating & TIRFA)			3,097,317	3,978,763	3,406,590	2,838,687	3,851,716	4,207,922	4,826,515	8,245,613	8,606,118	9,175,610	10,006,551

NOTE: Database from Property Appraiser received on 5/24/2019  
TIRFA Payments:

PROJECT FUND ALLOCATION SPREADSHEET

CRA Fiscal Year 2019-2020:

BEGINNING PROJECT FUND BALANCE for ALLOCATION ►		
Proposed Projects: FY 2019-2020		FY 2018-2019 Project Fund Line Item Estimated Rollover Amount
MLK Corridor Redevelopment		\$ 1,600,000
Funding for Future Redevelopment Projects		\$ 883,712
Property Acquisition		\$ 460,000
Cottage District Workforce Housing Project (FY18-19 \$140,462 + \$290,000)		\$ 430,462
Community Caring Center Acquisition		\$ 250,000
Community Caring Center Relocation		
NE 3rd Street Roadway Improvement Project		
Business & Economic Development Grants		\$ 387,000
Business Development & Promotional Events: Pirate Fest, Rock the Plazas, Blarney Bash, etc.		
Marketing - Business Assistance		
Historic Woman's Club of BB State Grant Match		
BB Boulevard Streetscape Improvement Project (Match \$ for Future Grants)		\$ 250,000
Neighborhood Officer Program (NOPs) 4th year of program **		
Non-Profit Grant Program		
Financial Assistance for Development of PBC Housing Authority Lots		\$ 100,000
Sitework and Demolition		
Professional Development Services (Arch., Eng., etc.)		\$ 187,000
Project Related Legal Services		\$ -
Contingency		\$ 100,000
Boynton Harbor Marina - No Funding Requested for FY2019-2020		\$ -
PROJECT FUND ALLOCATION TOTAL ►		

BALANCE REMAINING ►

FY19/20
\$ 3,097,317
CRA Board Proposed FY 19-20 Project Fund Allocations
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 300,000
\$ 500,000
\$ 122,478
\$ 616,180
\$ 67,350
\$ 200,000
\$ 250,000
\$ 532,900
\$ 95,000
\$ -
\$ 40,000
\$ -
\$ 125,000
\$ -
\$ -
\$ -
\$ -
\$ 2,848,908

\$ 248,409

FY19/20
Project Fund Allocations plus the FY 18-19 Estimated Rollover
\$ 1,600,000
\$ 883,712
\$ 460,000
\$ 430,462
\$ 250,000
\$ 300,000
\$ 500,000
\$ 509,478
\$ 616,180
\$ 67,350
\$ 200,000
\$ 500,000
\$ 532,900
\$ 95,000
\$ 100,000
\$ 40,000
\$ 187,000
\$ 125,000
\$ 100,000
\$ -
\$ -
\$ -

CRA Neighborhood Policing Program - FY 2019-2020				
Category	Quantity	Actual Cost per Unit	Subtotal	Notes
<b>Personnel</b>				
Officer Salary & Incentive (Paramore)	1	\$ 62,781	\$ 62,781	Salary, Education Incentive
Officer Benefits-Pension	1	\$ 30,078	\$ 30,078	Pension
Officer Benefits	1	\$ 13,330	\$ 13,330	Healthcare, Dental, Vision, FICA
Officer Salary & Incentive (J Rivera)	1	\$ 54,304	\$ 54,304	Salary, Education Incentive
Officer Benefits-Pension	1	\$ 26,017	\$ 26,017	Pension
Officer Benefits	1	\$ 12,680	\$ 12,680	Healthcare, Dental, Vision, FICA
Officer Salary & Incentive (New Position)	1	\$ 58,543	\$ 58,543	Salary, Education Incentive (avg)
Officer Benefits-Pension (New Position)	1	\$ 28,050	\$ 28,050	Pension (avg)
Officer Benefits (New Position)	1	\$ 13,005	\$ 13,005	Healthcare, Dental, Vision, FICA (avg)
Community Service Officer (Civilian) Salary & Incentive (New Position)	1	\$ 34,000	\$ 34,000	Salary, Education Incentive (avg)
Community Service Officer (Civilian) Benefits-Pension (New Position)	1	\$ 11,501	\$ 11,501	Pension (avg)
Community Service Officer (Civilian) Benefits (New Position)	1	\$ 13,500	\$ 13,500	Healthcare, Dental, Vision, FICA (avg)
per Tim Howard add 20% increase to salary and benefit (in negotiations with union) - will be adjusted			\$ 86,841	
			\$ 444,630	<b>Personnel Costs Total</b>
<b>Equipment Expenses</b>				
Bike (New Officer)	1	\$ 1,300	\$ 1,300	Bike for New Officer
Bike Rack/Hitch	4	\$ 350	\$ 1,400	For Each Officer (not one for Capt)
Bike Maintenance	1	\$ 500	\$ 500	Tires, Tubes, Seat, Lights
Uniform	4	\$ 850	\$ 3,400	uniforms,belts
Misc. Equipment (allowance)	1	\$ 2,000	\$ 2,000	As needed & approved
Community Events/Promotions* - (allowance)	1	\$ 2,000	\$ 2,000	Youth Programs
Vehicle Lease for use in NOP	4	\$ 6,413	\$ 25,653.40	FY19/20 Interceptors
Vehicle Maintenance for use in NOP - (allowance)	4	\$ 3,400	\$ 13,600.00	Fuel, maintenance
			\$ 49,853	<b>Equipment Costs Total</b>
<b>Office Expenses</b>				
Cell Phones Service Plan	4	\$ 675	\$ 2,700	\$56.25/mo for staff
Office Supplies / Misc Supplies - allowance	1	\$ 1,000	\$ 1,000	Paper, Pens, printer/copier, etc.
Office Electric, Cable/ Internet, water/sewage	12	\$ 500	\$ 6,000	Estimated monthly utility costs
Office Space Monthly Maintenance	12	\$ 650	\$ 7,800	Per Lease Terms: Ocean Palm Plaza
Office Cleaning (allowance)	1	\$ 1,500	\$ 1,500	City Clearing Crew (Barbara)
Office Buildout / Security Equipment - (allowance)	1	\$ 4,000	\$ 4,000	Estimated security cameras, alarm, tv's
Office Furniture (allowance)	4	\$ 1,800	\$ 7,200	Estimated desks/locker/cabinets
Computer equipment (allowance)**	2	\$ 2,500	\$ 5,000	laptop/docking station
Training***	4	\$ 1,500	\$ 6,000	CPTED, CSO academy
			\$ 41,200	<b>Office Expenses Total</b>
<b>Total Proposed NOP Expenses</b>			\$ 535,683	

<b>Proposed FY 19-20 Budget Amount for ILA</b>	<b>\$ 535,683</b>
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**\*NOTE 1:** All amounts provided by Police Department with exception of Contingency and ILA amount for FY 2019-2020 revised by CRA to include promotional/marketing materials and additional equipment.

**\*\*NOTE 2:** CRA staff to verify actual number of new computers. Amount shown reflects reduction from 4 down to 2

**\*\*\*NOTE 3:** CRA staff to determine if there is Statutory support to use TIR to pay for training.

CRA revised item

CRA revised item

CRA revised item

CRA revised item

CRA revised item

CRA revised item

<b>BOYNTON BEACH CRA</b>
<b>FY 2019-2020</b>
<b>BUSINESS PROMOTIONS &amp; EVENTS BUDGET</b>

EVENTS	DATE	2018/2019 BUDGET
<b>BOYNTON BEACH</b>	Saturday & Sunday October 26 & 27, 2019	<b>\$331,050</b>
<b>HAUNTED PIRATE FEST</b>	Event Marketing	<b>\$44,500</b>
<b>&amp; MERMAID SPLASH</b>		
E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)	<b>Total Pirate Fest</b>	<b>\$375,550</b>
<b>LIGHT UP THE PARK</b>	Saturday, December 7, 2019	<b>\$25,000</b>
E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)	Event Marketing	<b>\$3,900</b>
	<b>Total Boat Parade</b>	<b>\$28,900</b>
<b>HOLIDAY BOAT PARADE</b>	Friday, December 13, 2019	<b>\$11,000</b>
735 Casa Loma Blvd.	Event Marketing	<b>\$4,700</b>
	<b>Total Boat Parade</b>	<b>\$15,700</b>
<b>ART WALK</b>	Saturday, January 18, 2019	
410 W. Industrial Ave.	Total Art District Event	<b>\$6,000</b>
	Event Marketing	<b>\$3,200</b>
	<b>Total Art District</b>	<b>\$9,200</b>
<b>MARINA EVENT- REEF CLEAN-UP</b>	Saturday, February 15, 2020	<b>\$16,000</b>
735 Casa Loma Blvd.	Event Marketing	<b>\$5,180</b>
	<b>Total Rock the Marina</b>	<b>\$21,180</b>
<b>BLARNEY BASH</b>	Saturday, March 14, 2020	<b>\$35,000</b>
E. Ocean Ave. (between Federal Hwy. and NE 3rd St.)	Event Marketing	<b>\$12,700</b>
	<b>Total Boat Parade</b>	<b>\$47,700</b>
<b>ROCK THE PLAZA</b>		
One Boynton	Friday, January 24, 2020	<b>\$6,500</b>
Ocean Palm Plaza	Saturday, February 29, 2020	<b>\$6,500</b>
Sunshine Square	Saturday, March 28, 2020	<b>\$8,000</b>
Ocean Plaza	Saturday, April 25, 2020	<b>\$6,500</b>
	Event Marketing	<b>\$19,920</b>
	<b>Total Rock the Plaza</b>	<b>\$47,420</b>
<b>HISTORIC WOMAN'S CLUB</b>	80's Prom - May 16, 2020	<b>\$10,000</b>
<b>OF BOYNTON BEACH ACTIVATION</b>		
1010 S. Federal Hwy.	Event Marketing	<b>\$3,850</b>
	<b>Total Woman's Club</b>	<b>\$13,850</b>
<b>ROCK THE MARINA &amp; LIONFISH DERBY</b>	Saturday, June 6, 2020	<b>\$16,000</b>
735 Casa Loma Blvd.	Event Marketing	<b>\$5,180</b>
	<b>Total Rock the Marina</b>	<b>\$21,180</b>
<b>EQUIPMENT &amp; SUPPORT</b>		<b>\$21,500</b>
	<b>Rollover from FY 18-19</b>	
	<b>Sub-Total Events</b>	<b>\$499,050</b>
	<b>Sub-Total Events Marketing</b>	<b>\$103,130</b>
	<b>TOTAL COST OF EVENTS ►</b>	<b>\$602,180</b>

**BOYNTON BEACH CRA 02-58500-480**  
**FY 2019-2020**  
**PROPOSED Marketing Budget for Special Events - By Category**

<b>Pirate Fest</b>		
<b>Outdoor Billboard</b>	<b>CBS Billboard 195 Lake Worth 3 billboards</b>	<b>\$4,500</b>
<b>Movie Theater ad</b>	<b>A Pirate Fest 30 sec. promo video will air before every movie at Cinemark Boynton Beach 14, Cinemark Palace 20 in Boca Raton, and Shadowood 16 in West Boca Raton. The video will air 250 times a day and 1,750 times a week at all three theaters combined</b>	<b>\$3,835</b>
<b>Promotional Collateral October ad sponsors</b>	<b>5000 print postcards \$325, 35,000 Utility Bill \$1846.00 print , Posters 100 print - \$150</b>	<b>\$2,321</b>
<b>New Times</b>	<b>Month long Marketing campaign and print ad matched by sponsorship</b>	<b>\$3,300</b>
<b>Signage</b>	<b>(9) 4x8 signs reskin,( 5) 4x4 signs reskin &amp; install signs &amp; posts</b>	<b>\$2,000</b>
<b>iheart Radio</b>	<b>Radio Spots matched by sponsorship</b>	<b>\$4,000</b>
<b>Atlantic Current</b>	<b>full page ad Reaches a younger demographic, with 70% of their readers ages 21-44, 42% of which are ages 21-34. They have roughly 28,250 readers, 10,000 magazines and distributed to over 100 locations across Palm Beach County and Broward County.</b>	<b>\$800</b>
<b>Delray Newspaper / Boca News</b>	<b>Full page ad October ad sponsors</b>	<b>\$995</b>
<b>Everydoor Direct</b>	<b>Printing, Postage and Direct mail service delivered to 17,000 homes</b>	<b>\$5,080</b>

<b>Gateway Gazette</b>	<b>double page with business listing</b>	<b>\$800</b>
<b>Neighborhood News ad Sponsors October</b>	<b>Reaching out to the Western Community (1) Full page color ad placement, mailed to 17,500 homes/clubhouses, with over 10,000 additional subscribers that read the digital edition online and on Facebook.</b>	<b>\$450</b>
<b>Event Map</b>	<b>1500 maps print</b>	<b>\$1,200</b>
<b>2 10x20 Large Banners at Hampton Inn &amp; City Hall</b>	<b>\$500 Repatch, Install and strike</b>	<b>\$1,325</b>
<b>2 Photographers</b>	<b>photos for marketing collateral, website, and social media</b>	<b>\$1,850</b>
<b>Sun Sentinel</b>	<b>Sponsorship match</b>	<b>\$2,000</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Sponsorship signage at event</b>	<b>2 4x4 sponsorship signs installed at event</b>	<b>\$825</b>
<b>Coastal Star Ad</b>	<b>1/4 page ad</b>	<b>\$550</b>
<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement airs in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$300</b>
<b>Treasure Map</b>	<b>Print 1500 maps</b>	<b>\$1,200</b>
<b>Business Development signage</b>	<b>Booth signage print and design</b>	<b>\$2,800</b>
<b>Coastal Angler</b>	<b>Sponsorship match</b>	<b>\$300</b>
<b>Oasis tent</b>	<b>Business Development</b>	<b>\$2,569</b>

<b>Social Media Event Promotion</b>	<b>Event info, Pirate Television (PTV), Hooks &amp; Tails, Volunteers, Vendors, theme of event, video promo, characters, entertainment, music, contests</b>	<b>\$1,000</b>
<b>Social Media Business Development</b>	<b>Pirate Television (PTV), vendors, sponsors, specials</b>	<b>\$200</b>
<b>Google Ads</b>	<b>Event info, Pirate Television (PTV), Hooks &amp; Tails, Volunteers, Vendors, theme of event, characters, entertainment, music</b>	<b>\$300</b>
	<b>Total Pirate Fest</b>	<b>\$44,500</b>

<b>Art District In Culture</b>		
<b>Promotional Collateral</b>	<b>1000 print postcards \$225.00</b>	<b>\$450</b>
<b>signage</b>	<b>(1) 4x8 sign (1) 4x4 sign</b>	<b>\$450</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Delray Newspaper</b>	<b>Full page ad</b>	<b>\$795</b>
<b>Neighborhood News</b>	<b>Reaching out to the western community Full Page ad</b>	<b>\$450</b>
<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$300</b>

<b>Gateway Gazette</b>	<b>full page ad</b>	<b>\$375</b>
<b>Social Media Event Promotion</b>	<b>Event info, vendors, art, music , entertainment, video promo</b>	<b>\$100</b>
<b>Social Media Business Development</b>	<b>Vendors, specials, art, video promo</b>	<b>\$50</b>
<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$50</b>
	<b>Total Arts District</b>	<b>\$3,200</b>

<b>Light up the Park</b>		
<b>Promotional Collateral</b>	<b>5000 print postcards \$350.00 share with the City , poster 100</b>	<b>\$450</b>

<b>Neighborhood News</b>	<b>Reaching out to the western community Full Page ad</b>	<b>\$450</b>
<b>Delray Newspaper/Boca News</b>	<b>Full page ad</b>	<b>\$795</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Gateway Gazette</b>	<b>Full page ad</b>	<b>\$375</b>
<b>Coastal Star</b>	<b>1/4 page ad</b>	<b>\$550</b>
<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$300</b>
<b>Photographer</b>	<b>Photography for future marketing</b>	<b>\$500</b>
<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, Vendors, video promo, music, contests, parade/light up</b>	<b>\$200</b>
<b>Social Media Business Development</b>	<b>Businesses, vendors, specials, video</b>	<b>\$100</b>
<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$100</b>
<b>Total Light up the Park</b>		<b>\$3,900</b>
<b>Holiday Boat Parade</b>		
<b>Promotional Collateral</b>	<b>5000 print postcards \$350.00 , design Posters 200 print - \$200 Calling all Capt flyers and posters</b>	<b>\$550</b>
<b>Neighborhood News</b>	<b>Reaching out to the western community Full Page ad</b>	<b>\$615</b>
<b>Delray Newspaper/Boca News</b>	<b>2 Full page ad event ad and calling all Cpts.</b>	<b>\$1,590</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Coastal Star</b>	<b>1/4 page ad</b>	<b>\$550</b>
<b>Gateway Gazette</b>	<b>Full page ad</b>	<b>\$375</b>
<b>Coastal Angler 2 ads</b>	<b>Calling all Cpts &amp; event 1/4 ad</b>	<b>\$600</b>



<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, Vendors, video promo, music, contests, calling all captains</b>	<b>\$250</b>
<b>Social Media Business Development</b>	<b>vendors, specials, video</b>	<b>\$50</b>
<b>Google Ads</b>	<b>Event page, music, calling all captains</b>	<b>\$75</b>
	<b>Total Boat Parade</b>	<b>\$4,700</b>

<b>Blarney Bash</b>		
<b>Atlantic Current</b>	<b>full page ad Reaches a younger demographic, with 70% of their readers ages 21-44, 42% of which are ages 21-34. They have roughly 28,250 readers, 10,000 magazines and distributed to over 100 locations across Palm Beach County and Broward County.</b>	<b>\$800</b>
<b>New Times</b>	<b>Digital Campaign</b>	<b>\$450</b>
<b>Gateway Gazette</b>	<b>full page ad</b>	<b>\$375</b>
<b>Photographer</b>	<b>Photography for future marketing</b>	<b>\$500</b>
<b>Promotional Collateral</b>	<b>5000 print postcards \$325.00, 35,000 Utility Bill \$1846.00 print , Posters 100 print - \$150</b>	<b>\$2,321</b>
<b>Signage</b>	<b>(9) 4x8 signs reskin,( 5) 4x4 signs reskin &amp; install signs &amp; posts</b>	<b>\$2,000</b>
<b>Delray Newspaper/ Boca News</b>	<b>Full page ad</b>	<b>\$795</b>
<b>Neighborhood News</b>	<b>Reaching out to the western communityFull Page ad</b>	<b>\$615</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>Coastal Star Ad</b>	<b>1/4 page ad</b>	<b>\$550</b>
<b>103.1 WIRK Country</b>	<b>Radio Campaign</b>	<b>\$3,000</b>
<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, video promo, characters, entertainment, music, contests</b>	<b>\$400</b>
<b>Social Media Business Development</b>	<b>Businesses, vendors, specials, video</b>	<b>\$100</b>

<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$200</b>
	<b>Total Blarney Bash</b>	<b>\$12,700</b>

<b>Rock the Plaza</b>		
<b>Atlantic Current</b>	<b>3 full page ads Reaches a younger demographic, with 70% of their readers ages 21-44, 42% of which are ages 21-34. They have roughly 28,250 readers, 10,000 magazines and distributed to over 100 locations across Palm Beach County and Broward County.</b>	<b>\$2,400</b>
<b>Gateway Gazette</b>	<b>4 full page ads</b>	<b>\$1,500</b>
<b>Promotional Collateral</b>	<b>6000 print postcards \$900 400 posters \$400</b>	<b>\$1,300</b>
<b>Delray Newspaper/Boca News</b>	<b>(4) Full page ads</b>	<b>\$3,180</b>
<b>Neighborhood News</b>	<b>Reaching out to the western community (4) full page ads</b>	<b>\$2,460</b>
<b>I-95 Billboard</b>	<b>City billboard</b>	<b>\$0</b>
<b>signage</b>	<b>4x4 signs and 4x8 signs print and install (4) events</b>	<b>\$3,000</b>
<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$1,200</b>
<b>Coastal Star</b>	<b>1/4 page ad</b>	<b>\$2,200</b>
<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, video promo, characters, entertainment, music, contests</b>	<b>\$1,200</b>
<b>Social Media Business Development</b>	<b>Businesses, vendors, specials, video</b>	<b>\$240</b>
<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$480</b>
	<b>Total Rock the Plaza</b>	<b>\$19,920</b>

<b>Woman's Club Events</b>	<b>80's Prom Night</b>	
<b>Photographer</b>	photos for marketing collateral, website, and social media	<b>\$500</b>
<b>Promotional Collateral</b>	1500 print postcards \$325.00 100 posters \$100	<b>\$425</b>
<b>Gateway Gazette</b>	full page ad	<b>\$375</b>
<b>Delray Newspaper/Boca News</b>	Full page ad	<b>\$795</b>
<b>I-95 Billboard City</b>	City billboard	<b>\$0</b>
<b>Neighborhood News</b>	Reaching out to the western community Full Page ad \$450	<b>\$450</b>
<b>Alco Theater</b>	Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm	<b>\$300</b>
<b>signage</b>	(1) 4x8 sign (1) 4x4 sign	<b>\$450</b>
<b>Social Media Event Promotion</b>	Event info, Volunteers, video promo, characters, entertainment, music, contests	<b>\$200</b>
<b>Social Media Business Development</b>	Businesses, vendors, specials, video	<b>\$50</b>
<b>Google Ads</b>	Event info, entertainment, music, business dev.	<b>\$100</b>
	<b>Total 80's Prom</b>	<b>\$3,850</b>
<b>Rock the Marina</b>		
<b>Promotional Collateral</b>	5000 print postcards \$350.00 & poster 100-\$100	<b>\$450</b>
<b>Neighborhood News</b>	Reaching out to the western community Full Page ad	<b>\$450</b>
<b>Delray Newspaper/Boca News</b>	Full page ad	<b>\$795</b>
<b>I-95 Billboard</b>	City billboard	<b>\$0</b>
<b>Gateway Gazette</b>	Full page ad	<b>\$375</b>
<b>Coastal Star</b>	1/4 page ad	<b>\$550</b>

<b>Alco Theater</b>	<b>Reaching out to the western community a screen shot advertisement was aired in all 8 theaters as an opening to the movie from 10 am until 9 pm</b>	<b>\$300</b>
<b>Photographer</b>	<b>Photography for future marketing</b>	<b>\$500</b>
<b>signage</b>	<b>4x8 signs reskin, 4x4 signs reskin install and take down</b>	<b>\$1,280</b>
<b>Social Media Event Promotion</b>	<b>Event info, Volunteers, video promo, characters, entertainment, music, contests</b>	<b>\$300</b>
<b>Social Media Business Development</b>	<b>Businesses, vendors, specials, video</b>	<b>\$60</b>
<b>Google Ads</b>	<b>Event info, entertainment, music, business dev.</b>	<b>\$120</b>
	<b>Total Rock the Marina</b>	<b>\$5,180</b>
<b>Grand Total</b>		<b>\$97,950</b>



## **ADVISORY BOARD ITEM C.2.**

### **NEW ASSIGNMENTS**

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#### **SUBJECT:**

Approval of the FY 2019 - 2021 Boynton Harbor Marina Dockage Lease Agreement

#### **SUMMARY:**

The CRA's Boynton Harbor Marina dockage lease agreement and slip lease rate is approved by the CRA Board every two years. The CRA Board last approved the slip dockage lease agreement and slip lease rates on October 10, 2017. CRA and legal staff have updated the current documents to reflect FY 2019-2021: the Dockage Lease Agreement, Rules & Regulations, Multiple Vessels Dockage Lease Agreement, Safety Accessory Addendum and Transient Dockage Agreement (see Attachments I - IV).

The following is a breakdown of the CRA Board approved slip lease rates since 2012:

- 2017-2019 - \$19 per linear foot (total annual rent collected: \$114,350)
- 2016-2017 - \$18 per linear foot
- 2012-2016 - \$16 per linear foot

Slip rate data from comparable municipal marinas has been collected and provided for the Board's review (see Attachment V).

At the July 9, 2019 meeting, the CRA Board requested additional information from CRA staff and assigned this item to the CRA Advisory Board for their recommendations. The Board is seeking recommendations on the following:

- the current monthly rent rate per linear foot. Attachment VI provides increased rental rate scenarios from \$19 to \$26.50 per ft. (which is the highest rental rate based on the comparable marinas).
- the transient/travelling vessel dockage rental fee from \$2.00 to \$2.50 per linear foot.

Additional information has been provided as the following attachments:

- Slip lease increases from comparable marinas (Attachment VII)
- Transient rental increases from comparable marinas (Attachment VIII)
- Total transient rentals at Boynton Harbor Marina for 7/17/18 to 7/17/19 (Attachment IX)

#### **FISCAL IMPACT:**

To be determined.

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

**CRAAB RECOMMENDATION:**

The CRA Advisory Board is requested to provide recommendations on the following:

- the current monthly rent rate per linear foot. Attachment VI provides increased rental rate scenarios from \$19 to \$26.50 per ft. (which is the highest rental rate based on the comparable marinas).
- the transient/travelling vessel dockage rental fee from \$2.00 to \$2.50 per linear foot.

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**ATTACHMENTS:**

**Description**

- ▢ **Attachment I - Dockage Lease Agreement**
- ▢ **Attachment II - Dockage Lease Agreement Multiple Vessels**
- ▢ **Attachment III - Safety Accessories**
- ▢ **Attachment IV - Transient Dockage Agreement**
- ▢ **Attachment V - 2019 Marina Comp Analysis**
- ▢ **Attachment VI - Marina Slip Rent Increases 2019**
- ▢ **Attachment VII - Comparable Marina Increases-Annual Leases**
- ▢ **Attachment VIII - Comparable Marina Increases-Transient**
- ▢ **Attachment IX - Boynton Harbor Marina Transient Rentals July 2018-2019**



Boynton  
Harbor  
Marina

Fuel Dock & Slips

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY  
"BOYNTON HARBOR MARINA"  
DOCKAGE LEASE AGREEMENT  
FY 2019-2021**

This Lease Agreement ("Lease") is entered into between **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("LESSOR") and \_\_\_\_\_ the undersigned boat and/or owner, ("LESSEE").

WAYPOINT MARINE, INC., hereinafter referred to as "Dockmaster" performs any and all duties of marina management on behalf of the LESSOR. .

(Print all information. All blank spaces must be completed.)

LESSEE'S Name \_\_\_\_\_ BUSINESS NAME \_\_\_\_\_

LESSEE'S Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

Vessel Registration No. \_\_\_\_\_ Vessel Name: \_\_\_\_\_  
(hereinafter "Vessel").

Make \_\_\_\_\_ Year \_\_\_\_\_

O.A. Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\*The length of any vessel shall be measured from the end of pulpit to the end of the dive platform. Tenant vessels shall be measured twice annually.

Power \_\_\_\_\_ Sail \_\_\_\_\_ Electricity: \_\_\_\_\_ 110 \_\_\_\_\_ 220

Slip No. \_\_\_\_\_ Lease Rate: \$ \_\_\_\_\_ per foot from October 1, 2019 until September 30, 2021

1. **Term.** The term of this Dockage Lease shall be from \_\_\_\_\_ until September 30, 2021. There is no option to renew and any additional term of lease shall be evidenced by a new Lease.
2. **Rent.** The rental shall be the sum of \_\_\_\_\_ per month based on the lease rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per vessel linear foot plus 7% sales tax in the amount of \$\_\_\_\_\_, for a total of \$\_\_\_\_\_ per month from the time period of **October 1, 2019 through September 30, 2021**. Rent for the first month shall be prorated if Lease is executed after the 1<sup>st</sup> of the month. Each subsequent rent payment shall be due on the first day of the month and past due on the tenth day of the month. Timely payment of rent is a material provision of this Lease and the late payment of rent constitutes grounds for termination of this Lease by LESSOR regardless of whether delinquent rent is accepted. LESSEE understands that LESSOR may accept late payment of rent without waiving LESSOR's right to declare a breach of Lease and terminate this Lease.
3. **Security Deposit.** At the time of execution of this Lease, LESSEE shall pay LESSOR an amount equal to one month's rent, as specified in Paragraph 2 of this Lease. This payment (the "Security Deposit") shall be made by cash, cashier's check, or money order. The Security Deposit may not be paid by personal check.

The Security Deposit is separate from payment of rent and utilities, and LESSEE may not use the Security Deposit to pay the last month's, or any month's, rent or other charges in arrears. LESSOR is not obligated to apply the Security Deposit on rents or other charges in arrears, or on other damage caused by LESSEE's failure to perform under this Lease, but LESSOR may choose to do so at LESSOR's option. If LESSOR repossesses the slip because of LESSEE's default or breach, LESSOR may, but is not required to, apply the deposit on all damages suffered as a result of the default or breach, regardless of whether the damages occurred before, during, or after repossession.

Upon expiration or termination of this Lease, LESSOR shall inspect the slip and related facilities for any damage caused by LESSEE or LESSEE's use of the slip. If there is damage beyond normal wear and tear, LESSOR shall subtract the amount necessary to repair the damage from the Security Deposit and return the remainder of the Security Deposit to LESSEE within fourteen (14) days after LESSEE has vacated the slip. LESSOR shall not subtract any amount from the Security Deposit for normal wear and tear. LESSOR shall have sole discretion as to what constitutes normal wear and tear.

Any interest generated on the Security Deposit shall accrue to LESSOR. LESSOR shall not be obligated to keep the Security Deposit as a separate fund, but may mix it with LESSOR's own funds.
4. **Utilities.** LESSOR agrees to provide electricity and water hookups at each slip. Any equipment/connecting devices necessary to provide the connection from the dock to the Vessel shall be the responsibility of the LESSEE but the type and manner of connection are subject to approval by the LESSOR. LESSEE is responsible for the payment of their monthly electrical and water (individually or collectively, "utility") usage. The billing rate for utility consumption by the LESSEE shall be based on usage to the slip as determined by LESSOR and will be calculated based on the prevailing rate charged to the LESSOR by the utility provider. A utility statement will be hand delivered or mailed to



the LESSEE on the 1<sup>st</sup> of each month and shall reflect the amount of utility usage for the previous month. Utility payments shall be considered additional rent under this Lease. LESSEE's utility payments shall be due to LESSOR no later than the tenth day of the following month.

5. **Late Payment.** There shall be a late payment fee in an amount equal to 25% of the amount due each month on all rent or utility payments received after the past due date. There shall be an additional one hundred dollar (\$100.00) late fee when the delinquent rent payment is not made in full, including the initial late fees, by the fifteenth day of the subsequent month. Each month for which LESSEE fails to pay all or a portion of rent or utility payments owed shall constitute a separate violation of this Lease and shall incur a separate late fee. Interest shall accrue on any unpaid amounts owed under this lease at the rate of 1.5% per month.
6. **Lien.** LESSOR shall have a lien against the Vessel, its appurtenances, and its contents for unpaid sums due for rent, use of dock facilities, utility usage, other services, or for damage to any docks or property of LESSOR or any other person at the docks caused or contributed to by the Vessel, LESSEE or any individual the LESSEE allows to use the Vessel. The lien shall be in addition to all other remedies available at law or in equity.
7. **Only for Approved Vessel.** This Lease is valid only for the Vessel and LESSEE, and is not transferable to another vessel or lessee without the written authorization and approval of the LESSOR. This Lease does not allow for the sub-leasing of the slip by the LESSEE under any circumstances. This Lease grants the LESSEE a revocable license to use the subject dock space and does not create any interest for LESSEE in the underlying bottom lands or real property connected with the LESSOR.
8. **Absences from Slip.** LESSEE is required to notify the Dockmaster in writing if the Vessel will be absent from the above referenced slip for longer than a thirty (30) day period. Slips left empty for longer than thirty consecutive days, or for twenty days in a forty five day period, without written notification to the LESSOR shall be considered vacated by the LESSEE and the lease will be terminated.
9. **Termination for Cause.** This Lease shall be in effect until the end of the term unless sooner terminated by reason of one or more of the following conditions or events:
  - a. By destruction of the dockage facilities by storm, Act of God, or other calamity.
  - b. In the event LESSEE makes a bona fide sale of the boat or obtains a boat larger than can be safely berthed at the subject dockage.
  - c. LESSEE terminates this Lease by providing thirty (30) day written notice to the LESSOR. LESSEE may terminate this Lease pursuant to this subsection only if all rents and fees are current and paid in full.
  - d. By breach or default as provided below.
  - e. Late payment of rent, including items deemed "additional rent," or penalty charges.

- f. Failure to maintain and provide proof to LESSOR of insurance coverage as required in paragraph 19 below.
- g. Other reason as provided for in this Lease.

All termination proceedings shall be conducted in accordance with Florida law.

10. **Additional Procedures for Termination for Late Payment of Rent.** If LESSOR terminates this Lease pursuant to Section 9.e. of this Lease, LESSEE shall immediately vacate the dock space leased hereunder upon three days notice by LESSOR. Notice shall be considered given upon any of the following: (a) Mailing notice to LESSEE at the address provided above; or (b) Posting notice upon the Vessel. Should LESSEE fail to vacate within the three days set forth herein, the Parties agree that LESSOR shall be entitled to an immediate judgment for eviction and possession of the subject dock space, upon filing of a verified complaint for eviction/possession with the Palm Beach County Court, in and for the Fifteenth Judicial Circuit. The Parties expressly agree that said action for eviction/possession shall proceed under Summary Procedure pursuant to Section 51.011, Fla. Stat.

11. **Compliance with Rules and Regulations.** LESSEE agrees to comply with all posted Rules and Regulations along with those attached hereto as "Exhibit A," as amended from time to time in the LESSOR's sole discretion, as fully as though they were set forth herein, and should breach of this Lease or violation of the Rules and Regulations Governing Dockage set forth and attached hereto occur, LESSOR may immediately terminate this Lease. LESSEE shall be notified of such termination and required to immediately remove the Vessel at LESSEE's expense. LESSOR may take all legal steps to remove the Vessel and other property upon termination of the Lease.

If LESSOR determines, in its sole and absolute discretion, that the violation of the Rules and Regulations constitutes a danger to the health, safety, and welfare of LESSEE, other persons or property, or LESSOR or LESSOR's property, LESSOR may immediately take any steps it deems necessary to mitigate or alleviate such danger.

12. **Required Trip Log Submittal.** LESSEE will submit a completed copy of the appropriate log attached hereto as "Exhibit B" in accordance with the schedule below:

- First Submittal shall be no later than January 5, 2020 for all trips that occurred October 1 to December 31, 2019
- Second Submittal shall be no later than April 5, 2020 for all trips that occurred January 1 to March 31, 2020
- Third Submittal shall be no later than August 5, 2020 for all trips that occurred April 1 to July 31, 2020
- Fourth Submittal shall be no later than November 5, 2020 for all trips that occurred August 1 to September 30, 2020.

Failure to comply with this section shall be a default and breach of this Lease. If LESSEE fails to submit the trip log, LESSOR may, in addition to the other remedies provided for in this

Lease, elect to discontinue LESSEE's fuel discount and exclude LESSEE from LESSOR's marketing collateral.

13. **Voluntary Waiver.** LESSOR may, in its sole and absolute discretion, waive any requirement of this Lease. Waiver of any conditions by LESSOR shall not be deemed to be a continuing waiver and shall not be considered a waiver of any other provision or condition of this Lease.
14. **Weather.** Weather conditions: In the event weather or tidal conditions exist during the term of this Lease that would either place the LESSEE's Vessel in danger of incurring damage to itself or LESSEE's Vessel causing damage to the LESSOR's property or other vessels within the dockage facilities, **it shall be the LESSEE's responsibility to remove the Vessel from the LESSOR's property and dockage facility.** Any damage caused by LESSEE's Vessel to the LESSOR's property, dockage facilities, LESSEE's Vessel or other vessels within the LESSOR's property and dockage facilities shall be the sole responsibility of the LESSEE. The LESSEE, by executing this Lease, expressly agrees that he/she shall be solely responsible for ascertaining when such threatening weather conditions may occur in order to allow adequate time for the LESSEE to remove the Vessel from the LESSOR's property and dockage facility as required above. **The LESSEE expressly acknowledges that the LESSOR does not assume any obligation to contact the LESSEE with respect to impending weather conditions.**

#### NOTICE TO VESSEL OWNER

The undersigned LESSOR hereby informs you that in the event you fail to remove your vessel from the marina promptly (within 24 hours) after the issuance of a tropical storm or hurricane watch for Palm Beach County or Boynton Beach, Florida, under Florida law, the undersigned or his or her employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.

Notwithstanding the foregoing, LESSEE shall be responsible for all damage caused by the Vessel to the LESSOR's dockage facilities or other vessels regardless of ownership. The LESSOR expressly reserves the right, but not the responsibility, to establish minimum requirements for the kinds of cleats, ropes, fenders and other measures that must be used on vessels as a condition of the use of the dockage facilities. In the event the LESSOR establishes such minimum measures, it shall be the LESSEE's obligation and liability to assure himself/herself that such minimum requirements are adequate to protect the LESSEE's Vessel from damage.

LESSEE shall be required to adhere to the guidelines set forth in the annual Boynton Harbor Marina Hurricane Plan provided by the Dockmaster or the LESSOR at the signing of this Lease.

15. **Telephone, Cable, Internet, etc.** LESSOR represents and LESSEE understands that there is no telephone, cable television, internet or wireless internet (Wi-Fi) service provided to the dock or slip. Telephone service to the vessels must be by cellular phone at LESSEE's expense. No private telephone systems or satellite dishes may be installed within the dockage facilities without the prior written consent of the Dockmaster or the LESSOR.
16. **Reassignment.** LESSOR reserves the right to permanently reassign the LESSEE to a different slip in the event LESSOR deems it necessary, in its sole discretion, by providing LESSEE ten (10) days written notification of such intent. LESSOR reserves the right to temporarily reassign LESSEE to a different slip in the event LESSOR deems it necessary, in its sole discretion, for the purpose of health and safety concerns, maintenance, repairs, construction or any other reason LESSOR deems necessary.
17. **No Additional Vessels Permitted.** No other vessel may be placed in the water along with the Vessel without the prior written consent of LESSOR. Dinghies, rafts, wave runners or other small vessels may not be left in the slip overnight and must be stowed on the Vessel when not in use.
18. **Caretaking and Security.** This Lease is for the use of dock space only, and such space is to be used at the sole risk of LESSEE. LESSEE expressly acknowledges that LESSOR assumes no responsibility for the caretaking or security of LESSEE's Vessel, (including any gear, equipment or contents associated with the Vessel) or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment howsoever occasioned. LESSEE has the sole responsibility for the caretaking and security of and at the Vessel, including the responsibility to insure the Vessel in accordance with this Lease. Any independent or caretaker or mechanic working on the Vessel (other than LESSEE) must register with the Dockmaster and provide copies of the business license and proof of their business insurance policy.
19. **Insurance.** The LESSEE hereby agrees to maintain, insurance providing complete marine coverage for the LESSEE's Vessel and public comprehensive liability insurance (Hull and Protection and Indemnity) with limits not less than \$300,000.00 per occurrence for Non Commercial Vessels and limits not less than \$500,000.00 per occurrence for Commercial Vessels. The insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from or arising out of this Lease or LESSEE's dockage or tenancy at the Boynton Harbor Marina. LESSOR is to be included as "Additional Insured" with respect to liability arising out of LESSEE's dockage or tenancy at the Boynton Harbor Marina, this Lease, or other acts or omissions of LESSEE in connection with this Lease. The LESSEE shall provide the LESSOR with a valid certificate of insurance as proof of such coverage at the time of executing the Lease and at each subsequent renewal. The Dockmaster and LESSOR reserve the right to request updated proof of LESSEE's insurance coverage at any time during the term of this Lease. Additionally, LESSEE is required to provide evidence of a minimum ten (10) pound ABC fire extinguisher to be maintained on the Vessel at all times.
20. **Default.** The failure of LESSEE to comply with the provisions set forth in this Lease shall constitute a default and breach of this Lease. If LESSEE fails to cure the default within seven (7) days of notice from LESSOR, LESSOR may terminate this Lease. If

LESSOR determines, in its sole and absolute discretion, that the default or breach constitutes a danger to the health, safety, and welfare of LESSEE, other persons or property, or LESSOR or LESSOR's property, LESSOR may immediately terminate this Lease.

21. **Indemnification.** The LESSEE agrees to indemnify, save, and hold harmless LESSOR, its agents and its employees harmless for any and all liability, claim, demand, suit, loss, cost, expense, or damage, which may be asserted, claimed or recovered against or from LESSOR, its agents, and its employees by reason of any property damage or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to LESSEE's negligent or wrongful conduct, faulty equipment (including equipment installation and removal), use of LESSOR's dockage facilities, or use of LESSOR's property pursuant to this Lease, as well as from any and all acts or omissions of LESSEE, his/her crew, guests, invitees, or agents. The LESSEE's obligation for such indemnification shall include all reasonable defense costs including attorney fees and attorneys fees at the appellate level. This paragraph shall not be construed to require LESSEE to indemnify LESSOR for its own negligence, or intentional acts of LESSOR, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.
22. **Entire Agreement.** This Lease represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Lease and the terms of this Lease supersede all such other agreements. No extraneous information may be used to alter the terms of this Lease.
23. **Modification.** No change, amendment, modification or alteration of this Lease shall be binding upon either party unless it is in writing and signed by both parties except for changes to rules and regulations as deemed necessary and appropriate by the LESSOR.
24. **Interpretation.** If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs of appeal and necessary disbursements in addition to any other relief to which it may be entitled.
25. **Severability.** If any part of this Lease shall be declared unlawful or invalid, the remainder of the Lease will continue to be binding upon the parties. In the event any of part of this Lease shall be held to be invalid, this Lease shall be interpreted as if such invalid part were not contained herein.
26. **Independent Advice.** The Parties declare that the terms of this Lease have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

27. **Agreement Deemed to be Drafted Jointly.** This Lease shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Lease fairly and reasonably in accordance with the purpose of this Lease.
28. **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.
29. **Counterparts and Transmission.** To facilitate execution, this Lease may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year written below.

LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

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

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATION AND WAIVER OF PRIVACY:**

I, the undersigned, applicant(s) certify that all information presented in this Lease, and all of the information furnished in support of this Lease, is given for the purpose of obtaining a marine vessel slip within the Boynton Beach Community Redevelopment Agency Boynton Harbor Marina, and is true and complete to the best of the LESSEE's knowledge and belief. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Harbor Marina Dockage Agreement as well as the Rules & Regulations Governing Dockage.

I hereby acknowledge that the marina is a public area and that I have no expectation of privacy with respect to activity which occurs in plain view on the Vessel. I waive my rights under any privacy laws, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any information given herein. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this Lease.

I hereby give permission to the Community Redevelopment Agency or its agents to take photos of myself, my invitees, and/or my Vessel to be used to promote the Boynton Harbor Marina. I consent to the use of the image of the Vessel in conjunction with any promotional activity by the Agency or its employees or contractors.

I understand that any misinformation furnished by me in to obtain the Lease is grounds for termination of the Lease by LESSOR.

LESSEE Signature\*: \_\_\_\_\_ Date:\_\_\_\_\_

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

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

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

The foregoing instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of\_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida  
My commission expires:\_\_\_\_\_



Fuel Dock & Slips

**“EXHIBIT A”**

**BOYNTON HARBOR MARINA**

**RULES AND REGULATIONS GOVERNING DOCKAGE**

In an effort to provide an inviting atmosphere for boat owners docking at the LESSOR’s docks, patrons, and visitors to the marina area, the following rules and regulations are provided for your protection. LESSEE, and if LESSEE is not the Vessel Captain, the Vessel Captain are required to obey the following rules and regulations as a condition of this Lease and will be strictly enforced. Any violation of these Rules and Regulations shall be deemed as grounds for immediate termination of the Dockage Lease and removal of the vessel in the sole discretion of the LESSOR.

1. When a boat enters the basin, it immediately comes under the jurisdiction of the LESSOR’s Dockmaster.
2. Only boats in good working condition, and operating under their own power, shall be admitted to or remain in berthing areas.
3. Pets shall be leashed within the confines of the LESSOR’s property. Pets are permitted only if they do not disturb other Lessees, patrons, visitors, and guests.
4. Under no circumstances will live-aboard status be allowed. No overnight stay by the LESSEE, his/her crew or guests, shall be permitted.
5. Refuse shall not be thrown overboard. Garbage shall be deposited in cans or dumpster supplied for that purpose. No person shall discharge fish carcasses or waste, oil, spirits, solvents, inflammable liquid or oily bilges into the basin or on the property of the LESSOR. In the event of any accidental spills of oil, spirits, solvents, flammable liquids, fuel products or other toxic substances or waste, the LESSEE shall immediately notify the LESSOR’s Dockmaster of the existence of such condition.
6. There shall be no discharge of fish waste into waters of the marina under any circumstances. Fish waste shall be disposed of offshore or placed in sealed garbage bags and disposed of in the on-site dumpster or taken to your place of residence or legal off-site disposal location.
7. Under no circumstances shall vessel sewage be disposed of into the marina basin. Vessel sewage shall be disposed of appropriately and in conformance with all pertinent health codes and state statutes.



8. Noise shall be kept to a minimum at all times. LESSEE shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. Upon request by the Dockmaster or LESSOR, LESSEE will immediately lower the volume of any source of noise that may be causing a disturbance.
9. The consumption alcohol on Boynton Beach Community Redevelopment Agency or Boynton Harbor Marina property is strictly prohibited.
10. Swimming, diving, or fishing shall not be permitted from the docks or finger piers or boats except for the cleaning of the underside of the vessel by LESSEE or properly licensed professional.
11. Boat owners shall not store supplies, materials, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the Dockmaster and the LESSOR. Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the discretion of management.
12. Fueling of gasoline or diesel powered vessels from fuel trucks, portable cans or containers without prior written approval from the Dockmaster shall be strictly prohibited in the slip or marina basin. Storage of portable gasoline cans or containers is prohibited in the marina and slip areas.
13. Laundry shall not be hung on boats, docks or finger piers in the basin, nor shall "for sale" signs be put on boats without written permission from the LESSOR.
14. **The LESSOR reserves the right to limit and govern all marina slip parking spaces in the LESSOR parking areas as described in "Appendix A." The Boynton Harbor Marina slip spaces designated as "loading and unloading only" are for the express and exclusive use of the LESSOR and LESSEE between the hours of 6am to 6pm seven days a week. These spaces shall be limited to use for a period no longer than 15 minutes for the sole purpose of the "loading and unloading" of the LESSEE's supplies, guests, and crew. NO LONG TERM PARKING WILL BE ALLOWED in this location. The LESSOR reserves the right to tow or remove any vehicle which is found to be in violation of the parking conditions as stated in this paragraph at the sole expense of the owner of said vehicle.**

**Overnight or long term parking can be accommodated within the Marina Village Parking Garage by written approval of the Dockmaster and Marina Village Property Manager. Failure to obtain such approval may result in the vehicle being towed by Marina Village Master Association. Please contact the Dockmaster for instructions on obtaining the required overnight parking pass.**

15. Each LESSEE shall be issued a maximum of two (2) Boynton Harbor Marina vehicle identification sticker(s) to be placed on the rear window of the LESSEE's vehicle. No temporary parking passes will be issued to LESSEEs for any purpose.
16. All contractors, mechanics, or caretakers ("Contractors") working on any vessel in the Boynton Harbor Marina must register with the Dockmaster, provide Dockmaster with proof of insurance and proof of business licensing before commencing work, and work

pursuant to the terms of the Lease. The Dockmaster will provide a one-day "Contractor Parking Pass" to Contractors upon registration. Dockmaster will only issue parking passes for Contractors that have proof of insurance and proof of business licensing on file with the Dockmaster. If more than one day of work is required, the Contractor shall check in with the Dockmaster each day prior to commencing work.

17. Each LESSEE shall provide an executed Dockage Lease Agreement along with all of the documents listed below to the Dockmaster no later than September 30, \_\_\_\_\_. If the LESSEE does not provide an executed Dockage Lease Agreement along with all of the documents listed below by September 30, \_\_\_\_\_ LESSEE will be charged a \$500 fee. The LESSEE will then have 30 days from September 30, \_\_\_\_\_ to provide the Dockmaster with the \$500 fee, an executed Dockage Lease Agreement (along with all of the documents listed below). If at that time the executed Dockage Lease Agreement, (along with all of the documents listed below) and the \$500 fee is not provided to the Dockmaster, the Dockage Lease Agreement will not be considered for renewal and the LESSEE will be required to leave the space.

Each LESSEE is required to provide the Dockmaster with the below listed documentation along with the executed Dockage Lease Agreement:

- Current Boynton Beach Business Tax Receipt
  - Current documentation or title to boat being docked
  - Current vessel registration
  - Captains licensing for all boat operators
  - Current US Coast Guard vessel inspection
  - Current hurricane protection plan
  - Current insurance policy, written as per section 19 in the dockage agreement and naming Boynton Beach CRA additionally insured
18. Violation of the above rules and regulations, or other conduct by any LESSEE, or his/her crew or guests, that might injure any person, cause damage to property or harm the reputation of the LESSOR shall be cause for immediate removal from Boynton Harbor Marina. Such conduct shall include, but not be limited to: harassment of any person; aggressive behavior; engagement in any illegal activity; or any conduct that the Dockmaster or LESSOR determines, in their sole and absolute discretion, endangers the health, safety, welfare, or property of any other person or entity.

LESSEE acknowledges by signing below, that they have read and understand the **BOYNTON HARBOR MARINA RULES AND REGULATIONS GOVERNING DOCKAGE** and hereby agree to the terms of the Dockage Lease Agreement.

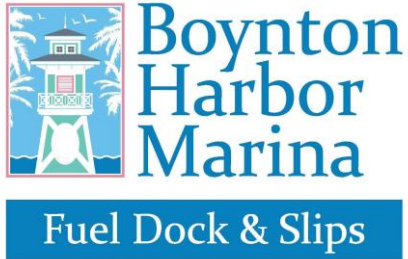
LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

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

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

**“Exhibit B”**  
**BOYNTON HARBOR MARINA**  
**Dockage Lease Agreement**  
**Tenant's Monthly Trip Log**

	<b>SLIP No.</b>		
	<b>VESSEL NAME</b>		
	<b>CAPTAIN NAME</b>		
	<b>CAPTAIN NAME</b>		
<b>MONTH</b>	<b>TOTAL NUMBER OF TRIPS</b>	<b>TOTAL NUMBER OF PASSENGERS</b>	<b>CAPTAIN'S INITIALS</b>
<b>Oct-17</b>			
<b>Nov-17</b>			
<b>Dec-17</b>			
<b>Jan-18</b>			
<b>Feb-18</b>			
<b>Mar-18</b>			
<b>Apr-18</b>			
<b>May-18</b>			
<b>Jun-18</b>			
<b>Jul-18</b>			
<b>Aug-18</b>			
<b>Sep-18</b>			



**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**  
**“BOYNTON HARBOR MARINA”**  
**DOCKAGE LEASE AGREEMENT**  
**FOR MULTIPLE VESSELS IN A SINGLE SLIP**  
**FY 2019-2021**

This Lease Agreement (“Lease”) is entered into between **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, (“LESSOR”) and \_\_\_\_\_ the undersigned boat and/or owner, (“LESSEE”).

WAYPOINT MARINE, INC., hereinafter referred to as “Dockmaster” performs any and all duties of marina management on behalf of the LESSOR. .

(Print all information. All blank spaces must be completed.)

LESSEE’S Name \_\_\_\_\_ BUSINESS NAME \_\_\_\_\_

LESSEE’S Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

First Vessel:

Registration No. \_\_\_\_\_

First Vessel Name: \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_

O.A. Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\*The length of any vessel shall be measured from the end of pulpit to the end of the dive platform. Tenant vessels shall be measured twice annually.

Power \_\_\_\_\_ Sail \_\_\_\_\_ Electricity: \_\_\_\_\_110 \_\_\_\_\_220

Second Vessel:

Registration No. \_\_\_\_\_

Second Vessel Name: \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_

O.A. Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\*The length of any vessel shall be measured from the end of pulpit to the end of the dive platform. Tenant vessels shall be measured twice annually.

Power \_\_\_\_\_ Sail \_\_\_\_\_ Electricity: \_\_\_\_\_ 110 \_\_\_\_\_ 220

(hereinafter, First Vessel and Second Vessel shall be referred to collectively as "Vessel").

Slip No. \_\_\_\_\_ Lease Rate: \$ \_\_\_\_\_ per lineal foot from October 1, 2019 until September 30, 2021. For purposes of calculating the Lease Rate, the lineal feet shall be calculated by adding the O.A. Length of the First Vessel to the O.A. Length of the Second Vessel.

1. **Term.** The term of this Dockage Lease shall be from \_\_\_\_\_ until September 30, 2021. There is no option to renew and any additional term of lease shall be evidenced by a new Lease.
2. **Rent.** The rental shall be the sum of \_\_\_\_\_ per month based on the lease rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per vessel linear foot plus 7% sales tax in the amount of \$ \_\_\_\_\_, for a total of \$ \_\_\_\_\_ per month from the time period of **October 1, 2019 through September 30, 2021**. Rent for the first month shall be prorated if Lease is executed after the 1<sup>st</sup> of the month. Each subsequent rent payment shall be due on the first day of the month and past due on the tenth day of the month. Timely payment of rent is a material provision of this Lease and the late payment of rent constitutes grounds for termination of this Lease by LESSOR regardless of whether delinquent rent is accepted. LESSEE understands that LESSOR may accept late payment of rent without waiving LESSOR's right to declare a breach of Lease and terminate this Lease.
3. **Security Deposit.** At the time of execution of this Lease, LESSEE shall pay LESSOR an amount equal to one month's rent, as specified in Paragraph 2 of this Lease. This payment (the "Security Deposit") shall be made by cash, cashier's check, or money order. The Security Deposit may not be paid by personal check.

The Security Deposit is separate from payment of rent and utilities, and LESSEE may not use the Security Deposit to pay the last month's, or any month's, rent or other charges in arrears. LESSOR is not obligated to apply the Security Deposit on rents or other charges in arrears, or on other damage caused by LESSEE's failure to perform under this Lease, but LESSOR may choose to do so at LESSOR's option. If LESSOR repossesses the slip because of LESSEE's default or breach, LESSOR may, but is not required to, apply the deposit on all damages suffered as a result of the default or breach, regardless of whether the damages occurred before, during, or after repossession.

Upon expiration or termination of this Lease, LESSOR shall inspect the slip and related facilities for any damage caused by LESSEE or LESSEE's use of the slip. If there is

damage beyond normal wear and tear, LESSOR shall subtract the amount necessary to repair the damage from the Security Deposit and return the remainder of the Security Deposit to LESSEE within fourteen (14) days after LESSEE has vacated the slip. LESSOR shall not subtract any amount from the Security Deposit for normal wear and tear. LESSOR shall have sole discretion as to what constitutes normal wear and tear.

Any interest generated on the Security Deposit shall accrue to LESSOR. LESSOR shall not be obligated to keep the Security Deposit as a separate fund, but may mix it with LESSOR's own funds.

4. **Utilities.** LESSOR agrees to provide electricity and water hookups at each slip. Any equipment/connecting devices necessary to provide the connection from the dock to the Vessel shall be the responsibility of the LESSEE but the type and manner of connection are subject to approval by the LESSOR. LESSEE is responsible for the payment of their monthly electrical and water (individually or collectively, "utility") usage. The billing rate for utility consumption by the LESSEE shall be based on usage to the slip as determined by LESSOR and will be calculated based on the prevailing rate charged to the LESSOR by the utility provider. A utility statement will be hand delivered or mailed to the LESSEE on the 1<sup>st</sup> of each month and shall reflect the amount of utility usage for the previous month. Utility payments shall be considered additional rent under this Lease. LESSEE's utility payments shall be due to LESSOR no later than the tenth day of the following month.
5. **Late Payment.** There shall be a late payment fee in an amount equal to 25% of the amount due each month on all rent or utility payments received after the past due date. There shall be an additional one hundred dollar (\$100.00) late fee when the delinquent rent payment is not made in full, including the initial late fees, by the fifteenth day of the subsequent month. Each month for which LESSEE fails to pay all or a portion of rent or utility payments owed shall constitute a separate violation of this Lease and shall incur a separate late fee. Interest shall accrue on any unpaid amounts owed under this lease at the rate of 1.5% per month.
6. **Lien.** LESSOR shall have a lien against the Vessel, its appurtenances, and its contents for unpaid sums due for rent, use of dock facilities, utility usage, other services, or for damage to any docks or property of LESSOR or any other person at the docks caused or contributed to by the Vessel, LESSEE or any individual the LESSEE allows to use the Vessel. The lien shall be in addition to all other remedies available at law or in equity.
7. **Only for Approved Vessel.** This Lease is valid only for the Vessel and LESSEE, and is not transferable to another vessel or lessee without the written authorization and approval of the LESSOR. This Lease does not allow for the sub-leasing of the slip by the LESSEE under any circumstances. This Lease grants the LESSEE a revocable license to use the subject dock space and does not create any interest for LESSEE in the underlying bottom lands or real property connected with the LESSOR.
8. **Absences from Slip.** LESSEE is required to notify the Dockmaster in writing if the Vessel will be absent from the above referenced slip for longer than a thirty (30) day period. Slips left empty for longer than thirty consecutive days, or for twenty days in a forty five day period, without written notification to the LESSOR shall be considered vacated by the LESSEE and the lease will be terminated.

9. **Termination for Cause.** This Lease shall be in effect until the end of the term unless sooner terminated by reason of one or more of the following conditions or events:
- a. By destruction of the dockage facilities by storm, Act of God, or other calamity.
  - b. In the event LESSEE makes a bona fide sale of the boat or obtains a boat larger than can be safely berthed at the subject dockage.
  - c. LESSEE terminates this Lease by providing thirty (30) day written notice to the LESSOR. LESSEE may terminate this Lease pursuant to this subsection only if all rents and fees are current and paid in full.
  - d. By breach or default as provided below.
  - e. Late payment of rent, including items deemed “additional rent,” or penalty charges.
  - f. Failure to maintain and provide proof to LESSOR of insurance coverage as required in paragraph 19 below.
  - g. Other reason as provided for in this Lease.

All termination proceedings shall be conducted in accordance with Florida law.

10. **Additional Procedures for Termination for Late Payment of Rent.** If LESSOR terminates this Lease pursuant to Section 9.e. of this Lease, LESSEE shall immediately vacate the dock space leased hereunder upon three days notice by LESSOR. Notice shall be considered given upon any of the following: (a) Mailing notice to LESSEE at the address provided above; or (b) Posting notice upon the Vessel. Should LESSEE fail to vacate within the three days set forth herein, the Parties agree that LESSOR shall be entitled to an immediate judgment for eviction and possession of the subject dock space, upon filing of a verified complaint for eviction/possession with the Palm Beach County Court, in and for the Fifteenth Judicial Circuit. The Parties expressly agree that said action for eviction/possession shall proceed under Summary Procedure pursuant to Section 51.011, Fla. Stat.
11. **Compliance with Rules and Regulations.** LESSEE agrees to comply with all posted Rules and Regulations along with those attached hereto as “Exhibit A,” as amended from time to time in the LESSOR’s sole discretion, as fully as though they were set forth herein, and should breach of this Lease or violation of the Rules and Regulations Governing Dockage set forth and attached hereto occur, LESSOR may immediately terminate this Lease. LESSEE shall be notified of such termination and required to immediately remove the Vessel at LESSEE’s expense. LESSOR may take all legal steps to remove the Vessel and other property upon termination of the Lease.

If LESSOR determines, in its sole and absolute discretion, that the violation of the Rules and Regulations constitutes a danger to the health, safety, and welfare of LESSEE, other

persons or property, or LESSOR or LESSOR's property, LESSOR may immediately take any steps it deems necessary to mitigate or alleviate such danger.

12. **Required Trip Log Submittal.** LESSEE will submit a completed copy of the appropriate log attached hereto as "Exhibit B" in accordance with the schedule below:

- First Submittal shall be no later than January 5, 2020 for all trips that occurred October 1 to December 31, 2019
- Second Submittal shall be no later than April 5, 2020 for all trips that occurred January 1 to March 31, 2020
- Third Submittal shall be no later than August 5, 2020 for all trips that occurred April 1 to July 31, 2020
- Fourth Submittal shall be no later than November 5, 2020 for all trips that occurred August 1 to September 30, 2020.

Failure to comply with this section shall be a default and breach of this Lease. If LESSEE fails to submit the trip log, LESSOR may, in addition to the other remedies provided for in this Lease, elect to discontinue LESSEE's fuel discount and exclude LESSEE from LESSOR's marketing collateral.

13. **Voluntary Waiver.** LESSOR may, in its sole and absolute discretion, waive any requirement of this Lease. Waiver of any conditions by LESSOR shall not be deemed to be a continuing waiver and shall not be considered a waiver of any other provision or condition of this Lease.

14. **Weather.** Weather conditions: In the event weather or tidal conditions exist during the term of this Lease that would either place the LESSEE's Vessel in danger of incurring damage to itself or LESSEE's Vessel causing damage to the LESSOR's property or other vessels within the dockage facilities, **it shall be the LESSEE's responsibility to remove the Vessel from the LESSOR's property and dockage facility.** Any damage caused by LESSEE's Vessel to the LESSOR's property, dockage facilities, LESSEE's Vessel or other vessels within the LESSOR's property and dockage facilities shall be the sole responsibility of the LESSEE. The LESSEE, by executing this Lease, expressly agrees that he/she shall be solely responsible for ascertaining when such threatening weather conditions may occur in order to allow adequate time for the LESSEE to remove the Vessel from the LESSOR's property and dockage facility as required above. **The LESSEE expressly acknowledges that the LESSOR does not assume any obligation to contact the LESSEE with respect to impending weather conditions.**

#### NOTICE TO VESSEL OWNER

The undersigned LESSOR hereby informs you that in the event you fail to remove your vessel(s) from the marina promptly (within 24 hours) after the issuance of a tropical storm or hurricane watch for Palm Beach County or Boynton Beach, Florida, under Florida law, the undersigned or his or her employees or agents are authorized to remove your vessel(s), if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel(s) and to protect marina property, private property, and the



environment. You are further notified that you may be charged a reasonable fee for any such action.

Notwithstanding the foregoing, LESSEE shall be responsible for all damage caused by the Vessel to the LESSOR's dockage facilities or other vessels regardless of ownership. The LESSOR expressly reserves the right, but not the responsibility, to establish minimum requirements for the kinds of cleats, ropes, fenders and other measures that must be used on vessels as a condition of the use of the dockage facilities. In the event the LESSOR establishes such minimum measures, it shall be the LESSEE's obligation and liability to assure himself/herself that such minimum requirements are adequate to protect the LESSEE's Vessel from damage.

LESSEE shall be required to adhere to the guidelines set forth in the annual Boynton Harbor Marina Hurricane Plan provided by the Dockmaster or the LESSOR at the signing of this Lease.

15. **Telephone, Cable, Internet, etc.** LESSOR represents and LESSEE understands that there is no telephone, cable television, internet or wireless internet (Wi-Fi) service provided to the dock or slip. Telephone service to the vessels must be by cellular phone at LESSEE's expense. No private telephone systems or satellite dishes may be installed within the dockage facilities without the prior written consent of the Dockmaster or the LESSOR.
16. **Reassignment.** LESSOR reserves the right to permanently reassign the LESSEE to a different slip in the event LESSOR deems it necessary, in its sole discretion, by providing LESSEE ten (10) days written notification of such intent. LESSOR reserves the right to temporarily reassign LESSEE to a different slip in the event LESSOR deems it necessary, in its sole discretion, for the purpose of health and safety concerns, maintenance, repairs, construction or any other reason LESSOR deems necessary.
17. **No Additional Vessels Permitted.** No other vessel may be placed in the water along with the Vessel without the prior written consent of LESSOR. Dinghies, rafts, wave runners or other small vessels may not be left in the slip overnight and must be stowed on the Vessel when not in use.
18. **Caretaking and Security.** This Lease is for the use of dock space only, and such space is to be used at the sole risk of LESSEE. LESSEE expressly acknowledges that LESSOR assumes no responsibility for the caretaking or security of LESSEE's Vessel, (including any gear, equipment or contents associated with the Vessel) or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment howsoever occasioned. LESSEE has the sole responsibility for the caretaking and security of and at the Vessel, including the responsibility to insure the Vessel in accordance with this Lease. Any independent or caretaker or mechanic working on the Vessel (other than LESSEE) must register with the Dockmaster and provide copies of the business license and proof of their business insurance policy.
19. **Insurance.** The LESSEE hereby agrees to maintain, insurance providing complete marine coverage for the LESSEE's Vessel and public comprehensive liability insurance (Hull and Protection and Indemnity) with limits not less than \$300,000.00 per occurrence for Non Commercial Vessels and limits not less than \$500,000.00 per occurrence for

Commercial Vessels. The insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from or arising out of this Lease or LESSEE's dockage or tenancy at the Boynton Harbor Marina. LESSOR is to be included as "Additional Insured" with respect to liability arising out of LESSEE's dockage or tenancy at the Boynton Harbor Marina, this Lease, or other acts or omissions of LESSEE in connection with this Lease. The LESSEE shall provide the LESSOR with a valid certificate of insurance as proof of such coverage at the time of executing the Lease and at each subsequent renewal. The Dockmaster and LESSOR reserve the right to request updated proof of LESSEE's insurance coverage at any time during the term of this Lease. Additionally, LESSEE is required to provide evidence of a minimum ten (10) pound ABC fire extinguisher to be maintained on the Vessel at all times.

20. **Default.** The failure of LESSEE to comply with the provisions set forth in this Lease shall constitute a default and breach of this Lease. If LESSEE fails to cure the default within seven (7) days of notice from LESSOR, LESSOR may terminate this Lease. If LESSOR determines, in its sole and absolute discretion, that the default or breach constitutes a danger to the health, safety, and welfare of LESSEE, other persons or property, or LESSOR or LESSOR's property, LESSOR may immediately terminate this Lease.
21. **Indemnification.** The LESSEE agrees to indemnify, save, and hold harmless LESSOR, its agents and its employees harmless for any and all liability, claim, demand, suit, loss, cost, expense, or damage, which may be asserted, claimed or recovered against or from LESSOR, its agents, and its employees by reason of any property damage or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to LESSEE's negligent or wrongful conduct, faulty equipment (including equipment installation and removal), use of LESSOR's dockage facilities, or use of LESSOR's property pursuant to this Lease, as well as from any and all acts or omissions of LESSEE, his/her crew, guests, invitees, or agents. The LESSEE's obligation for such indemnification shall include all reasonable defense costs including attorney fees and attorneys fees at the appellate level. This paragraph shall not be construed to require LESSEE to indemnify LESSOR for its own negligence, or intentional acts of LESSOR, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.
22. **Entire Agreement.** This Lease represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Lease and the terms of this Lease supersede all such other agreements. No extraneous information may be used to alter the terms of this Lease.
23. **Modification.** No change, amendment, modification or alteration of this Lease shall be binding upon either party unless it is in writing and signed by both parties except for changes to rules and regulations as deemed necessary and appropriate by the LESSOR.

24. **Interpretation.** If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs of appeal and necessary disbursements in addition to any other relief to which it may be entitled.
25. **Severability.** If any part of this Lease shall be declared unlawful or invalid, the remainder of the Lease will continue to be binding upon the parties. In the event any of part of this Lease shall be held to be invalid, this Lease shall be interpreted as if such invalid part were not contained herein.
26. **Independent Advice.** The Parties declare that the terms of this Lease have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.
27. **Agreement Deemed to be Drafted Jointly.** This Lease shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Lease fairly and reasonably in accordance with the purpose of this Lease.
28. **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.
29. **Counterparts and Transmission.** To facilitate execution, this Lease may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

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

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATION AND WAIVER OF PRIVACY:

I, the undersigned, applicant(s) certify that all information presented in this Lease, and all of the information furnished in support of this Lease, is given for the purpose of obtaining a marine vessel slip within the Boynton Beach Community Redevelopment Agency Boynton Harbor Marina, and is true and complete to the best of the LESSEE's knowledge and belief.

I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Harbor Marina Dockage Agreement as well as the Rules & Regulations Governing Dockage.

I hereby acknowledge that the marina is a public area and that I have no expectation of privacy with respect to activity which occurs in plain view on the Vessel. I waive my rights under any privacy laws, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any information given herein. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this Lease.

I hereby give permission to the Community Redevelopment Agency or its agents to take photos of myself, my invitees, and/or my Vessel to be used to promote the Boynton Harbor Marina. I consent to the use of the image of the Vessel in conjunction with any promotional activity by the Agency or its employees or contractors.

I understand that any misinformation furnished by me in to obtain the Lease is grounds for termination of the Lease by LESSOR.

LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

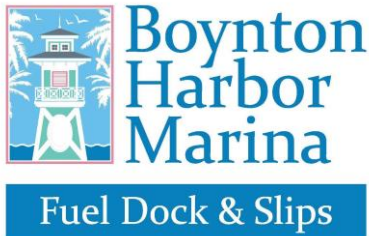
\_\_\_\_\_  
Print Name

**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

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

The foregoing instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida  
My commission expires: \_\_\_\_\_



## **“EXHIBIT A”**

### **BOYNTON HARBOR MARINA**

#### **RULES AND REGULATIONS GOVERNING DOCKAGE**

In an effort to provide an inviting atmosphere for boat owners docking at the LESSOR’s docks, patrons, and visitors to the marina area, the following rules and regulations are provided for your protection. LESSEE, and if LESSEE is not the Vessel Captain, the Vessel Captain are required to obey the following rules and regulations as a condition of this Lease and will be strictly enforced. Any violation of these Rules and Regulations shall be deemed as grounds for immediate termination of the Dockage Lease and removal of the vessel in the sole discretion of the LESSOR.

1. When a boat enters the basin, it immediately comes under the jurisdiction of the LESSOR’s Dockmaster.
2. Only boats in good working condition, and operating under their own power, shall be admitted to or remain in berthing areas.
3. Pets shall be leashed within the confines of the LESSOR’s property. Pets are permitted only if they do not disturb other Lessees, patrons, visitors, and guests.
4. Under no circumstances will live-aboard status be allowed. No overnight stay by the LESSEE, his/her crew or guests, shall be permitted.
5. Refuse shall not be thrown overboard. Garbage shall be deposited in cans or dumpster supplied for that purpose. No person shall discharge fish carcasses or waste, oil, spirits, solvents, inflammable liquid or oily bilges into the basin or on the property of the LESSOR. In the event of any accidental spills of oil, spirits, solvents, flammable liquids, fuel products or other toxic substances or waste, the LESSEE shall immediately notify the LESSOR’s Dockmaster of the existence of such condition.
6. There shall be no discharge of fish waste into waters of the marina under any circumstances. Fish waste shall be disposed of offshore or placed in sealed garbage bags and disposed of in the on-site dumpster or taken to your place of residence or legal off-site disposal location.
7. Under no circumstances shall vessel sewage be disposed of into the marina basin. Vessel sewage shall be disposed of appropriately and in conformance with all pertinent health codes and state statutes.

8. Noise shall be kept to a minimum at all times. LESSEE shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. Upon request by the Dockmaster or LESSOR, LESSEE will immediately lower the volume of any source of noise that may be causing a disturbance.
9. The consumption alcohol on Boynton Beach Community Redevelopment Agency or Boynton Harbor Marina property is strictly prohibited.
10. Swimming, diving, or fishing shall not be permitted from the docks or finger piers or boats except for the cleaning of the underside of the vessel by LESSEE or properly licensed professional.
11. Boat owners shall not store supplies, materials, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the Dockmaster and the LESSOR. Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the discretion of management.
12. Fueling of gasoline or diesel powered vessels from fuel trucks, portable cans or containers without prior written approval from the Dockmaster shall be strictly prohibited in the slip or marina basin. Storage of portable gasoline cans or containers is prohibited in the marina and slip areas.
13. Laundry shall not be hung on boats, docks or finger piers in the basin, nor shall "for sale" signs be put on boats without written permission from the LESSOR.
14. **The LESSOR reserves the right to limit and govern all marina slip parking spaces in the LESSOR parking areas as described in "Appendix A." The Boynton Harbor Marina slip spaces designated as "loading and unloading only" are for the express and exclusive use of the LESSOR and LESSEE between the hours of 6am to 6pm seven days a week. These spaces shall be limited to use for a period no longer than 15 minutes for the sole purpose of the "loading and unloading" of the LESSEE's supplies, guests, and crew. NO LONG TERM PARKING WILL BE ALLOWED in this location. The LESSOR reserves the right to tow or remove any vehicle which is found to be in violation of the parking conditions as stated in this paragraph at the sole expense of the owner of said vehicle.**

**Overnight or long term parking can be accommodated within the Marina Village Parking Garage by written approval of the Dockmaster and Marina Village Property Manager. Failure to obtain such approval may result in the vehicle being towed by Marina Village Master Association. Please contact the Dockmaster for instructions on obtaining the required overnight parking pass.**

15. Each LESSEE shall be issued a maximum of two (2) Boynton Harbor Marina vehicle identification sticker(s) to be placed on the rear window of the LESSEE's vehicle. No temporary parking passes will be issued to LESSEEs for any purpose.
16. All contractors, mechanics, or caretakers ("Contractors") working on any vessel in the Boynton Harbor Marina must register with the Dockmaster, provide Dockmaster with proof of insurance and proof of business licensing before commencing work, and work

pursuant to the terms of the Lease. The Dockmaster will provide a one-day "Contractor Parking Pass" to Contractors upon registration. Dockmaster will only issue parking passes for Contractors that have proof of insurance and proof of business licensing on file with the Dockmaster. If more than one day of work is required, the Contractor shall check in with the Dockmaster each day prior to commencing work.

17. Each LESSEE shall provide an executed Dockage Lease Agreement along with all of the documents listed below to the Dockmaster no later than September 30, \_\_\_\_\_. If the LESSEE does not provide an executed Dockage Lease Agreement along with all of the documents listed below by September 30, \_\_\_\_\_ LESSEE will be charged a \$500 fee. The LESSEE will then have 30 days from September 30, \_\_\_\_\_ to provide the Dockmaster with the \$500 fee, an executed Dockage Lease Agreement (along with all of the documents listed below). If at that time the executed Dockage Lease Agreement, (along with all of the documents listed below) and the \$500 fee is not provided to the Dockmaster, the Dockage Lease Agreement will not be considered for renewal and the LESSEE will be required to leave the space.

Each LESSEE is required to provide the Dockmaster with the below listed documentation along with the executed Dockage Lease Agreement:

- Current Boynton Beach Business Tax Receipt
- Current documentation or title to boat being docked
- Current vessel registration
- Captains licensing for all boat operators
- Current US Coast Guard vessel inspection
- Current hurricane protection plan
- Current insurance policy, written as per section 19 in the dockage agreement and naming Boynton Beach CRA additionally insured

18. Violation of the above rules and regulations, or other conduct by any LESSEE, or his/her crew or guests, that might injure any person, cause damage to property or harm the reputation of the LESSOR shall be cause for immediate removal from Boynton Harbor Marina. Such conduct shall include, but not be limited to: harassment of any person; aggressive behavior; engagement in any illegal activity; or any conduct that the Dockmaster or LESSOR determines, in their sole and absolute discretion, endangers the health, safety, welfare, or property of any other person or entity.

LESSEE acknowledges by signing below, that they have read and understand the **BOYNTON HARBOR MARINA RULES AND REGULATIONS GOVERNING DOCKAGE** and hereby agree to the terms of the Dockage Lease Agreement.

LESSEE Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

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

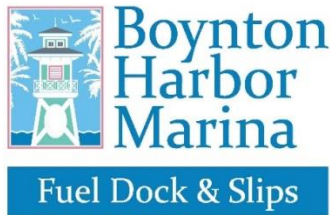
**\*If Lessee is a corporation, an officer of the corporation must sign this lease and must also provide a resolution of the corporation authorizing signature.**

**“Exhibit B”**  
**BOYNTON HARBOR MARINA**  
**Dockage Lease Agreement**  
**Tenant's Monthly Trip Log**

<b>SLIP No.</b>	
<b>VESSEL NAME</b>	
<b>CAPTAIN NAME</b>	

<i><b>MONTH</b></i>	<i><b>TOTAL NUMBER OF TRIPS</b></i>	<i><b>TOTAL NUMBER OF PASSENGERS</b></i>
<b>Oct-17</b>		
<b>Nov-17</b>		
<b>Dec-17</b>		
<b>Jan-18</b>		
<b>Feb-18</b>		
<b>Mar-18</b>		
<b>Apr-18</b>		
<b>May-18</b>		
<b>Jun-18</b>		
<b>Jul-18</b>		
<b>Aug-18</b>		
<b>Sep-18</b>		





**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**

**BOYNTON HARBOR MARINA**

**SAFETY ACCESSORY CRITERIA**

The Boynton Beach Community Redevelopment Agency (CRA) recognizes there may be certain circumstances under which the safety of the public, lessees of the Boynton Harbor Marina, and other persons may be improved by the presence of certain safety accessories. Therefore, Lessees of the Boynton Harbor Marina (Lessees) may apply to the CRA for an addendum to an existing Boynton Harbor Marina Dockage Lease Agreement that would allow Lessees to use a safety accessory under the following circumstances:

1. The proposed Safety Accessory must be deemed by the Dockmaster, in his sole and absolute discretion, to be an accessory that will enhance the safety of the Lessee or other persons during their use of the Boynton Harbor Marina.
2. Once the Dockmaster deems that the proposed Safety Accessory will enhance the safety of the Lessee or other persons, the CRA must review the proposed safety accessory and may, in its sole and absolute discretion, determine that the safety accessory is not safe or is otherwise not appropriate for use at the Boynton Harbor Marina. In making its determination, the CRA shall base its decision solely on the use and appropriateness of the proposed Safety Accessory and shall not discriminate based on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability of the Lessee.
3. If both the Dockmaster and the CRA approve of the use of the proposed Safety Accessory, the Lessee and the CRA shall enter into the Safety Accessory Addendum.
4. The Safety Accessory shall not be nailed, screwed, or otherwise permanently attached or affixed to the Boynton Harbor Marina Dock (Dock).

**SAFETY ACCESSORY ADDENDUM**

This addendum to the Boynton Harbor Marina Dockage Lease Agreement dated \_\_\_\_\_ (Lease) is made by and between the Boynton Beach Community Redevelopment Agency (LESSOR) and \_\_\_\_\_ (LESSEE) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, LESSOR and LESSEE have previously entered into the Lease; and

WHEREAS, LESSOR has promulgated Safety Accessory Criteria, which are hereby expressly incorporated into this Addendum; and

WHEREAS, LESSEE wishes to use a safety accessory (Safety Accessory) in the dock slip assigned to Lessee; and

WHEREAS, LESSOR agrees that the Safety Accessory will enhance the safety of Lessee's and other persons' use of the dock and is appropriate for use of the dock;

NOW THEREFORE, for the good and valuable consideration of \$\_\_\_\_\_ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. The recitals above, and the Safety Accessory Criteria, are hereby incorporated as if fully set forth herein.
2. Lessee may use the Safety Accessory identified in Exhibit 1 at the dock slip used by Lessee in the Boynton Harbor Marina (Dock Slip). Lessee shall ensure that the Safety Accessory remains confined to the Dock Slip at all times.
3. The Safety Accessory may not be nailed, screwed, glued, stapled, welded, or otherwise permanently attached or affixed to the Dock Slip. The Safety Accessory may only be attached to the Dock Slip by ropes, bands, or other temporary attachment mechanisms that do not pierce the surface of the Dock Slip. No Safety Accessory may be attached to the Dock Slip without the Dockmaster's express approval, in writing, of the method of attachment. Upon removal of the Safety Accessory, LESSEE is responsible for ensuring that the Dock Slip remains unaltered by the use of the Safety Accessory, except for normal wear and tear.
4. Prior to the installation of the Safety Accessory, LESSEE shall obtain, at LESSEE's sole expense, stamped drawings from a qualified marine engineer stating that the engineer has personally examined the Boynton Harbor Marina, the Dock Slip, and the Safety Accessory and determined, in his or her professional opinion, the Safety Accessory will not compromise the structural integrity or safety of the Boynton Harbor Marina or Dock Slip.
5. Within 10 days of the installation of the Safety Accessory, LESSEE shall provide to the Dockmaster an installation certification letter signed by a qualified marine engineer.
6. The Addendum applies only to the Safety Accessory identified in Exhibit 1. LESSEE may not substitute any other safety accessory without the express written permission of both the Dockmaster and LESSOR. LESSEE may repair the Safety Accessory on an as-needed basis so long as such repair does not violate the Lease, this Addendum, or any other applicable rules, policies, and regulations that relate to the Boynton Harbor Marina.
7. If the Dockmaster or LESSOR, in either's sole and absolute discretion, determine that the Safety Accessory is unsafe or inappropriate for use at the Boynton Harbor Marina, the Dockmaster or LESSOR shall notify LESSEE in writing. LESSEE shall have 7 calendar days after such notice is sent to remove the Safety Accessory. LESSEE hereby agrees that if the Safety Accessory is not removed within 7 days of the notice being sent, the Dockmaster or LESSOR may remove the Safety Accessory by any means necessary, which expressly includes the understanding that the Dockmaster or LESSOR may enter onto LESSEE's vessel for the sole purpose and minimum time necessary to remove the Safety Accessory.
8. LESSEE shall indemnify, save, and hold harmless the LESSOR, its agents, its employees, and the Dockmaster from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from LESSOR, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to LESSEE's use, installation, or removal of the Safety Accessory or this Addendum. Nothing in this Addendum shall be deemed to affect the rights, privileges, and sovereign immunities of LESSOR as set forth in Section

768.28, Florida Statutes. This paragraph shall not be construed to require LESSEE to indemnify LESSOR for its own negligence, or intentional acts of LESSOR, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

9. Prior to the installation of the Safety Accessory, LESSEE shall obtain all insurance required by LESSOR and provide proof thereof to the Dockmaster and include, along with an executed copy of this Agreement, a Certificate of Insurance with a liability limit of at least \$\_\_\_\_\_ per occurrence. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the use of the Safety Accessory. LESSOR is to be included as an "Additional Insured" with respect to liability arising out of the use of the Safety Accessory.
10. LESSEE guarantees and shall ensure that the Safety Accessory is used only for its intended purpose and in conformance with the manufacturer's specifications and instructions. A copy of the manufacturer's specifications and instructions are attached hereto as Exhibit 2.
11. LESSEE shall provide a deposit of \$\_\_\_\_\_ to the Dockmaster, which shall be retained by the Dockmaster as security for any damage that may arise out of the use of the Safety Accessory. Once the Safety Accessory has been removed, the Dockmaster shall examine the Dock Slip and determine if any repairs are necessary as a result of the use of the Safety Accessory. If any repairs are necessary, the Dockmaster shall withhold the amount of funds necessary to repair the Dock Slip and return the remainder, if any, to LESSEE.
12. This Addendum shall not be construed to alter or affect any terms or provisions of the Lease other than those terms and conditions specifically altered by this Addendum.
13. The signatories to this Addendum hereby represent, agree, and confirm that each is authorized to sign on behalf of the entity for which they sign below.

IN WITNESS WHEREOF, this Addendum has been executed by the parties hereto on the dates indicated below.

On Behalf of LESSEE \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

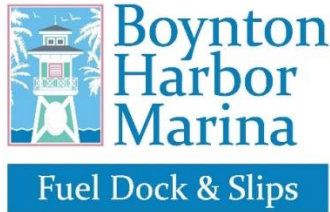
On Behalf of the Boynton Beach Community Redevelopment Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY  
BOYNTON HARBOR MARINA**

**TRANSIENT DOCKAGE AGREEMENT**

This Transient Dockage Agreement (“Agreement”) is entered into between Boynton Beach Community Redevelopment Agency (“BBCRA”) and \_\_\_\_\_ (“Vessel Owner”) for temporary dockage of the Vessel described below at the Boynton Harbor Marina.

WAYPOINT MARINE, INC., (“Dockmaster”) is duly authorized to execute this Agreement and act on behalf of BBCRA in all matters contemplated in this Agreement.

(Print all information. All blank spaces must be completed.)

**1) Vessel Owner Information:**

Vessel Owner’s Name \_\_\_\_\_

Vessel Owner’s Address \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

**2) Vessel Information:**

Vessel Registration No. \_\_\_\_\_ Vessel Name: \_\_\_\_\_  
 (“Vessel”).

Make \_\_\_\_\_ Year \_\_\_\_\_

O.A. Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\*The length of any vessel shall be measured from the end of pulpit to the end of the dive platform.

Power \_\_\_\_\_ Sail \_\_\_\_\_ Electricity: \_\_\_\_110 \_\_\_\_220 Inboard \_\_\_\_ Outboard\_\_\_\_

### 3) Notify in Case of Emergency:

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

Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

Relationship to Vessel Owner: \_\_\_\_\_

**4) Dockage Location and Term.** This Agreement creates a revocable license to use the dock space assigned by the Dockmaster for a term of \_\_\_\_ days, from \_\_\_\_\_ to \_\_\_\_\_ (“Dockage Term”). The Dockage Term may not exceed five (5) days under any circumstances. Dockmaster may, in his sole and absolute discretion, terminate this Agreement with or without cause and immediately require Vessel Owner to remove the Vessel from Boynton Harbor Marina. **The use of dock space is subject to availability, which shall be determined by the Dockmaster.**

**5) No Discrimination.** In entering, applying, and enforcing this Agreement, BBCRA and Dockmaster shall not discriminate based on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability of the Vessel Owner or the guests or passengers of the Vessel Owner.

**6) Dockage Charge.** In exchange for docking at the Boynton Harbor Marina, Vessel Owner shall pay BBCRA a charge of \$\_\_\_\_\_ per lineal foot per night (“Dockage Charge”), to be calculated:

(\_\_\_\_\_ x \$ \_\_\_\_\_) = \_\_\_\_\_, plus any applicable tax.  
(length of vessel, in feet)

**7) Vessel Insurance.** Vessel Owner is required to provide Proof of Insurance to Dockmaster, who shall make a copy of such Proof of Insurance. Insurance must provide complete marine coverage for the Vessel and public comprehensive liability insurance (Hull and Protection and Indemnity) with limits not less than \$300,000.00 per occurrence for Non Commercial Vessels and limits not less than \$500,000.00 per occurrence for Commercial Vessels. The insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from or arising out of this Agreement or Vessel Owner’s use of the Boynton Harbor Marina.

**8) Credit Card.** Prior to docking the Vessel overnight at the Boynton Harbor Marina, Vessel Owner shall provide a credit card to Dockmaster that has sufficient credit available to pay for Dockage Charges, taxes, and any damages of any kind caused by the Vessel, Vessel Owner, or Vessel Owner’s passengers or guests.

**9) Only for Approved Vessel.** This Agreement is valid only for the Vessel and Vessel Owner, and is not transferrable to another vessel or vessel owner.

**10) Legal Purpose.** Vessel Owner hereby warrants and confirms that the Vessel is being used only for legal purposes and that no illegal items of any kind are currently on board the Vessel or will be brought onto the Vessel for the duration of the Dockage Term.

11) **Utilities.** BBCRA and Dockmaster agree, to the extent it is reasonably available, to provide electricity and water hookups to Vessel Owner. Any equipment/connecting devices necessary to provide the connection from the dock to the Vessel shall be the responsibility of the Vessel Owner but the type and manner of connection are subject to approval by the Dockmaster. BBCRA and Dockmaster shall not charge Vessel Owner any additional amount over and above the Dockage Charge for the use of electricity and water, but if water or electricity hookups are not provided, not functional, or not reasonably available, the Dockage Charge shall not be reduced.

12) **Security.** This Agreement is for use of dock space only, and such space is to be used at the sole risk of Vessel Owner. Vessel Owner expressly acknowledges that BBCRA and Dockmaster assume no responsibility for the caretaking or security of the Vessel, (including any gear, equipment or contents associated with the Vessel) or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment, howsoever occasioned. Vessel Owner has the sole responsibility for the caretaking and security of and at the Vessel, including the responsibility to insure the Vessel in accordance with this Agreement. Any independent or caretaker or mechanic working on a vessel (other than Vessel Owner) must register with the Dockmaster and provide copies of the business license and proof of their business insurance policy.

13) **Indemnification.** Vessel Owner agrees to indemnify, save, and hold harmless BBCRA, its agents and its employees for any and all liability, claim, demand, suit, loss, cost, expense, or damage, which may be asserted, claimed or recovered against or from BBCRA, its agents, and its employees by reason of any property damage or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to Vessel Owner's negligent or wrongful conduct, faulty equipment (including equipment installation and removal), use of BBCRA's dockage facilities, or use of BBCRA's property pursuant to this Agreement, as well as from any and all acts or omissions of Vessel Owner, his/her crew, guests, invitees, or agents. The Vessel Owner's obligation for such indemnification shall include all reasonable defense costs including attorneys' fees and attorneys' fees at the appellate level. This paragraph shall not be construed to require Vessel Owner to indemnify BBCRA for its own negligence, or intentional acts of BBCRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

14) **Compliance with Rules, Regulations, and Policies.** Vessel Owner agrees to obey and abide by all state, federal, and local laws and ordinances, including the Boynton Harbor Marina Rules and Regulations Governing Dockage, attached hereto as Exhibit A, except that Vessel Owner and any passengers may stay overnight on the Vessel. For purposes of the Boynton Harbor Marina Rules and Regulations Governing Dockage, the term "Lessee" shall include Vessel Owner. In addition, Vessel Owner agrees to comply with all requests or orders of the Dockmaster concerning dockage, fueling, connection to utilities, or any other matter pertaining to dockage or use of the dock or Boynton Harbor Marina. **Vessel Owner shall use the Dock Space and keep the Vessel in such a manner as to avoid interfering with the normal operations of the Boynton Harbor Marina.**

15) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of

this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

16) **Interpretation.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs of appeal and necessary disbursements in addition to any other relief to which it may be entitled.

17) **Independent Advice.** The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

18) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

19) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.

20) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. In the event any of part of this Agreement shall be held to be invalid, this Agreement shall be interpreted as if such invalid part were not contained herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the dates indicated below.

Vessel Owner \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

On Behalf of the Boynton Beach Community Redevelopment Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## **South Florida Municipal Marina Competitive Analysis**

May-19

[illegible]



Palm Beach Yacht Center	\$18.00 per' per month		\$15.00		additional	included	included	pump out, showers, store, service, fuel	Boat US	95	95%	\$2.00	Yes	Case by Case
PGA Marina	\$25.00		\$22.00		additional	additional	included	service, fuel, restaurant, store	N/A	428	90%	\$2.50	Yes	Case by Case
New Port Cove Marine Center	\$24.00 per' per month		\$17.00		additional	additional	included	store, fuel, pump out	Boat US	343	95%	\$2.95	Yes	case by case

**Municipal/City Marinas are indicated in bold with yellow background.**

Blue shaded indicates direct compairisons to BHM Commercial Dockage

NOTE #1: % **occupied** is an estimate arrived at by talking to marina staff and/or site visits at select marinas.

NOTE #2: Boat US discounts on fuel are typically \$.10 off the advertised pump price. Some of the marinas surveyed also offer Boat US discounts on dockage as well.

NOTE #3: Case by Case in drop off category means that that the marina has no set fee schedule but for a fee they might be willing to allow charter pick ups. They do not often have requests.

**VARIOUS RENT SCHEDULE SCENARIOS BASED ON SLIP RATE**

NAME	SLIP #	BOAT	BOAT LENGTH	Current Base Rent \$19 per ft.	Base Rent \$19.50 per ft.	Base Rent \$20 per ft.	Base Rent \$20.50 per ft.	Base Rent \$21 per ft.	Base Rent \$21.50 per ft.	Base Rent \$22 per ft.
Water Taxi (TBD)	2			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marcelo Juchem	3,4,5	Boat Rentals	85.5	\$ 1,624.50	\$ 1,667.25	\$ 1,710.00	\$ 1,752.75	\$ 1,795.50	\$ 1,838.25	\$ 1,881.00
Marcelo Juchem	6	Boat Rentals	21	\$ 399.00	\$ 409.50	\$ 420.00	\$ 430.50	\$ 441.00	\$ 451.50	\$ 462.00
Marcelo Juchem	7	Boat Rentals	24	\$ 456.00	\$ 468.00	\$ 480.00	\$ 492.00	\$ 504.00	\$ 516.00	\$ 528.00
Alex Warner	8	Boat Rentals	35	\$ 665.00	\$ 682.50	\$ 700.00	\$ 717.50	\$ 735.00	\$ 752.50	\$ 770.00
Alex Warner	9	Delray Rentals	35	\$ 665.00	\$ 682.50	\$ 700.00	\$ 717.50	\$ 735.00	\$ 752.50	\$ 770.00
Kevin Metz	10	Explorer	35	\$ 665.00	\$ 682.50	\$ 700.00	\$ 717.50	\$ 735.00	\$ 752.50	\$ 770.00
Adam Birdwell	11	Starfish /IDIVE INC	38	\$ 722.00	\$ 741.00	\$ 760.00	\$ 779.00	\$ 798.00	\$ 817.00	\$ 836.00
Christopher Agardy	12	Fish Envy	34	\$ 646.00	\$ 663.00	\$ 680.00	\$ 697.00	\$ 714.00	\$ 731.00	\$ 748.00
David Cullen	13	Splashdown	43	\$ 817.00	\$ 838.50	\$ 860.00	\$ 881.50	\$ 903.00	\$ 924.50	\$ 946.00
	14	Vacant		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mason Mattlin	15	Mattlin Fish	35	\$ 665.00	\$ 682.50	\$ 700.00	\$ 717.50	\$ 735.00	\$ 752.50	\$ 770.00
David Knight	16	Boynton Beach Parasailing	34	\$ 646.00	\$ 663.00	\$ 680.00	\$ 697.00	\$ 714.00	\$ 731.00	\$ 748.00
James Harbrauk	17	The Limbo	42	\$ 798.00	\$ 819.00	\$ 840.00	\$ 861.00	\$ 882.00	\$ 903.00	\$ 924.00
	18	Vacant		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brad Terry	19	Great Day	40	\$ 760.00	\$ 780.00	\$ 800.00	\$ 820.00	\$ 840.00	\$ 860.00	\$ 880.00
			Total Monthly	\$ 9,528.50	\$ 9,779.25	\$ 10,030.00	\$ 10,280.75	\$ 10,531.50	\$ 10,782.25	\$ 11,033.00
			Total Annual	\$ 114,342.00	\$ 117,351.00	\$ 120,360.00	\$ 123,369.00	\$ 126,378.00	\$ 129,387.00	\$ 132,396.00

INCREASES ON ANNUAL LEASE RATES											
Marina		2014/15		2015/16			2016/17			2018/19	
		Rent		Increase	Rent		Increase	Rent		Increase	Rent
Boynton Harbor Marina		\$16.00		\$0.00	\$16.00		\$2.00	\$18.00		\$1.00	\$19.00
Rivera Beach Municipal Marina		\$19.50		\$0.00	\$19.50		\$2.50	\$22.00		\$2.00	\$24.00
Lake Park Marina		\$20.00		\$0.00	\$20.00		\$2.00	\$22.00		\$0.00	\$22.00
Hollywood Municipal Marina		\$15.60		\$0.00	\$15.60		\$1.40	\$17.00		\$2.50	\$19.50
Dania Beach Municipal Marina		\$16.60		\$0.00	\$16.60		\$0.00	\$16.60		\$3.95	\$20.55
Fort Pierce City Marina		\$11.00		\$0.25	\$11.25		\$0.25	\$11.50		\$0.25	\$11.75
City of Delray Docks		\$18.00		\$3.00	\$21.00		\$0.00	\$21.00		Closed	
Hillsboro Inlet Fishing Center		No Data									\$25.00

Marina		2014/15		2015/16			2016/17			2018/19	
		Rent		Increase	Rent		Increase	Rent		Increase	Rent
Boynton Harbor Marina		\$16.00		\$0.00	\$16.00		\$2.00	\$18.00		\$1.00	\$19.00
Rivera Beach Municipal Marina		\$19.50		\$0.00	\$19.50		\$2.50	\$22.00		\$2.00	\$24.00
Lake Park Marina		\$20.00		\$0.00	\$20.00		\$2.00	\$22.00		\$0.00	\$22.00
Hollywood Municipal Marina		\$15.60		\$0.00	\$15.60		\$1.40	\$17.00		\$2.50	\$19.50
Dania Beach Municipal Marina		\$16.60		\$0.00	\$16.60		\$0.00	\$16.60		\$3.95	\$20.55
Fort Pierce City Marina		\$11.00		\$0.25	\$11.25		\$0.25	\$11.50		\$0.25	\$11.75
City of Delray Docks		\$18.00		\$3.00	\$21.00		\$0.00	\$21.00		Closed	
Hillsboro Inlet Fishing Center		No Data									\$25.00

INCREASES ON TRANSIENT RATES											
Marina		2014/15		2015/16			2016/17			2018/19	
		<u>Rent</u>		<u>Increase</u>	<u>Rent</u>		<u>Increase</u>	<u>Rent</u>		<u>Increase</u>	<u>Rent</u>
Boynton Harbor Marina		\$2.00		\$0.00	\$2.00		\$0.00	\$2.00		\$0.00	\$2.00
Rivera Beach Municipal Marina		\$1.50		\$0.25	\$1.75		\$00.25-\$2.00	\$2.00-\$3.75		\$0.00	\$2.00-\$3.75
Lake Park Marina		\$2.00		\$0.00	\$2.00		\$0.00	\$2.00		\$0.50	\$2.00-\$2.50
Hollywood Municipal Marina		\$1.04-\$1.25		\$0.00	\$1.04-\$1.25		\$0.12-\$0.14	\$1.16-\$1.39		\$0.36	\$1.16-\$1.75
Dania Beach Municipal Marina		\$1.00-\$1.50		\$0.00	\$1.00-\$1.50		\$0.00	\$1.00-\$1.50		\$0.00	\$1.00-\$1.50
Fort Pierce City Marina		\$1.85		\$0.00	\$1.85		\$0.00	\$1.85		\$0.40	\$2.25
City of Delray Docks		\$60.00		\$0.00	\$60.00		\$0.00	\$60.00		Closed	
Hillsboro Inlet Fishing Center		No Data									\$40.00

INCREASES ON TRANSIENT RATES											
Marina		2014/15		2015/16			2016/17			2018/19	
		<u>Rent</u>		<u>Increase</u>	<u>Rent</u>		<u>Increase</u>	<u>Rent</u>		<u>Increase</u>	<u>Rent</u>
Boynton Harbor Marina		\$2.00		\$0.00	\$2.00		\$0.00	\$2.00		\$0.00	\$2.00
Rivera Beach Municipal Marina		\$1.50		\$0.25	\$1.75		\$00.25-\$2.00	\$2.00-\$3.75		\$0.00	\$2.00-\$3.75
Lake Park Marina		\$2.00		\$0.00	\$2.00		\$0.00	\$2.00		\$0.50	\$2.00-\$2.50
Hollywood Municipal Marina		\$1.04-\$1.25		\$0.00	\$1.04-\$1.25		\$0.12-\$0.14	\$1.16-\$1.39		\$0.36	\$1.16-\$1.75
Dania Beach Municipal Marina		\$1.00-\$1.50		\$0.00	\$1.00-\$1.50		\$0.00	\$1.00-\$1.50		\$0.00	\$1.00-\$1.50
Fort Pierce City Marina		\$1.85		\$0.00	\$1.85		\$0.00	\$1.85		\$0.40	\$2.25
City of Delray Docks		\$60.00		\$0.00	\$60.00		\$0.00	\$60.00		Closed	
Hillsboro Inlet Fishing Center		No Data									\$40.00

Boynton Harbor Marina  
Sales by Item Summary  
July 17, 2018 through July 17, 2019

	Qty	Jul 17, '18 - Jul 17, 19		Avg Price
		Amount	% of Sales	
Service				
0 Transient Slips (0 Transient Slip Dockage)	7,400	14,800.00	100.0%	2.00
Total Service	7,400.00	14,800.00	100.0%	2.00
TOTAL	<u>7,400</u>	<u>14,800.00</u>	<u>100.0%</u>	<u>2.00</u>

11:27 AM

07/17/19

Accrual Basis

# Boynton Harbor Marina

## Custom Transaction Detail Report

July 17, 2018 through July 17, 2019

Type	Date	Num	Memo	Account	Class	Amount	Balance
Jul 17, '18 - Jul 17, 19							
Sales Receipt	07/17/2018	P33695	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	168.00
Sales Receipt	07/17/2018	P33677	0 Transient Sl...	Due to Boynton Bea...	Ship Store	62.00	230.00
Sales Receipt	07/27/2018	P33968	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	398.00
Sales Receipt	07/29/2018	P34056	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	438.00
Sales Receipt	08/04/2018	P34155	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	518.00
Sales Receipt	08/11/2018	P34385	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	586.00
Sales Receipt	08/11/2018	P34375	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	682.00
Sales Receipt	08/24/2018	P34749	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	778.00
Sales Receipt	08/24/2018	P34762	0 Transient Sl...	Due to Boynton Bea...	Ship Store	94.00	872.00
Sales Receipt	08/25/2018	P34782	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	968.00
Sales Receipt	08/26/2018	P34800	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	1,064.00
Sales Receipt	09/08/2018	P35073	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	1,144.00
Sales Receipt	09/09/2018	P35097	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	1,184.00
Sales Receipt	09/11/2018	P35159	0 Transient Sl...	Due to Boynton Bea...	Ship Store	98.00	1,282.00
Sales Receipt	09/12/2018	P35180	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	1,322.00
Sales Receipt	09/13/2018	P35188	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	1,362.00
Sales Receipt	10/06/2018	P35684	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	1,458.00
Sales Receipt	10/06/2018	P35684	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	1,554.00
Sales Receipt	10/09/2018	P35733	0 Transient Sl...	Due to Boynton Bea...	Ship Store	94.00	1,648.00
Sales Receipt	10/13/2018	P35786	0 Transient Sl...	Due to Boynton Bea...	Ship Store	192.00	1,840.00
Sales Receipt	10/19/2018	P35921	0 Transient Sl...	Due to Boynton Bea...	Ship Store	40.00	1,880.00
Sales Receipt	10/20/2018	P35939	0 Transient Sl...	Due to Boynton Bea...	Ship Store	122.00	2,002.00
Sales Receipt	10/21/2018	P35984	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	2,114.00
Sales Receipt	10/21/2018	P35984	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	2,226.00
Sales Receipt	10/22/2018	P36021	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	2,338.00
Sales Receipt	10/27/2018	P36120	0 Transient Sl...	Due to Boynton Bea...	Ship Store	106.00	2,444.00
Sales Receipt	10/28/2018	P36165	0 Transient Sl...	Due to Boynton Bea...	Ship Store	126.00	2,570.00
Sales Receipt	11/05/2018	P36282	0 Transient Sl...	Due to Boynton Bea...	Ship Store	54.00	2,624.00
Sales Receipt	11/09/2018	P36345	0 Transient Sl...	Due to Boynton Bea...	Ship Store	76.00	2,700.00
Sales Receipt	11/12/2018	P36483	0 Transient Sl...	Due to Boynton Bea...	Ship Store	76.00	2,776.00
Sales Receipt	11/20/2018	P36658	0 Transient Sl...	Due to Boynton Bea...	Ship Store	330.00	3,106.00
Sales Receipt	11/28/2018	P36882	0 Transient Sl...	Due to Boynton Bea...	Ship Store	1,430.00	4,536.00
Sales Receipt	12/01/2018	P36936	0 Transient Sl...	Due to Boynton Bea...	Ship Store	74.00	4,610.00
Sales Receipt	12/04/2018	P36993	0 Transient Sl...	Due to Boynton Bea...	Ship Store	106.00	4,716.00
Sales Receipt	12/06/2018	P37008	0 Transient Sl...	Due to Boynton Bea...	Ship Store	140.00	4,856.00
Sales Receipt	12/06/2018	P37013	0 Transient Sl...	Due to Boynton Bea...	Ship Store	92.00	4,948.00
Sales Receipt	12/07/2018	P37033	0 Transient Sl...	Due to Boynton Bea...	Ship Store	92.00	5,040.00
Sales Receipt	12/08/2018	P37048	0 Transient Sl...	Due to Boynton Bea...	Ship Store	92.00	5,132.00
Sales Receipt	12/08/2018	P37050	0 Transient Sl...	Due to Boynton Bea...	Ship Store	60.00	5,192.00
Sales Receipt	12/08/2018	P37052	0 Transient Sl...	Due to Boynton Bea...	Ship Store	110.00	5,302.00
Sales Receipt	12/18/2018	P37246	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	5,388.00
Sales Receipt	12/22/2018	P37277	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	5,468.00
Sales Receipt	12/26/2018	P37384	0 Transient Sl...	Due to Boynton Bea...	Ship Store	92.00	5,560.00
Sales Receipt	01/03/2019	P37659	0 Transient Sl...	Due to Boynton Bea...	Ship Store	78.00	5,638.00
Sales Receipt	01/04/2019	P37670	0 Transient Sl...	Due to Boynton Bea...	Ship Store	78.00	5,716.00
Sales Receipt	01/05/2019	P37719	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	5,800.00
Sales Receipt	01/07/2019	P37772	0 Transient Sl...	Due to Boynton Bea...	Ship Store	232.00	6,032.00
Sales Receipt	01/08/2019	P37796	0 Transient Sl...	Due to Boynton Bea...	Ship Store	120.00	6,152.00

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07/17/19

Accrual Basis

# Boynton Harbor Marina

## Custom Transaction Detail Report

July 17, 2018 through July 17, 2019

Type	Date	Num	Memo	Account	Class	Amount	Balance
Sales Receipt	01/10/2019	P37843	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	6,238.00
Sales Receipt	01/11/2019	P37849	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	6,324.00
Sales Receipt	01/12/2019	P37862	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	6,410.00
Sales Receipt	01/17/2019	P37983	0 Transient Sl...	Due to Boynton Bea...	Ship Store	70.00	6,480.00
Sales Receipt	01/19/2019	P38056	0 Transient Sl...	Due to Boynton Bea...	Ship Store	288.00	6,768.00
Sales Receipt	01/21/2019	P38098	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	6,864.00
Sales Receipt	01/21/2019	P38105	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	6,930.00
Sales Receipt	01/22/2019	P38112	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	6,996.00
Sales Receipt	01/23/2019	P38117	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	7,062.00
Sales Receipt	01/23/2019	P38123	0 Transient Sl...	Due to Boynton Bea...	Ship Store	116.00	7,178.00
Sales Receipt	01/24/2019	P38124	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	7,244.00
Sales Receipt	01/26/2019	P38146	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	7,330.00
Sales Receipt	02/01/2019	P38190	0 Transient Sl...	Due to Boynton Bea...	Ship Store	70.00	7,400.00
Sales Receipt	02/01/2019	P38191	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	7,490.00
Sales Receipt	02/01/2019	P38192	0 Transient Sl...	Due to Boynton Bea...	Ship Store	124.00	7,614.00
Sales Receipt	02/02/2019	P38230	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	7,704.00
Sales Receipt	02/04/2019	P38290	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	7,794.00
Sales Receipt	02/07/2019	P38348	0 Transient Sl...	Due to Boynton Bea...	Ship Store	70.00	7,864.00
Sales Receipt	02/08/2019	P38360	0 Transient Sl...	Due to Boynton Bea...	Ship Store	256.00	8,120.00
Sales Receipt	02/09/2019	P38379	0 Transient Sl...	Due to Boynton Bea...	Ship Store	106.00	8,226.00
Sales Receipt	02/11/2019	P38438	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	8,294.00
Sales Receipt	02/11/2019	P38442	0 Transient Sl...	Due to Boynton Bea...	Ship Store	126.00	8,420.00
Sales Receipt	02/12/2019	P38449	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	8,516.00
Sales Receipt	02/12/2019	P38452	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	8,596.00
Sales Receipt	02/13/2019	P38456	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	8,676.00
Sales Receipt	02/14/2019	P38468	0 Transient Sl...	Due to Boynton Bea...	Ship Store	54.00	8,730.00
Sales Receipt	02/15/2019	P38476	0 Transient Sl...	Due to Boynton Bea...	Ship Store	48.00	8,778.00
Sales Receipt	02/16/2019	P38550	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	8,864.00
Sales Receipt	02/22/2019	P38742	0 Transient Sl...	Due to Boynton Bea...	Ship Store	144.00	9,008.00
Sales Receipt	02/22/2019	P38746	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	9,092.00
Sales Receipt	02/23/2019	P38795	0 Transient Sl...	Due to Boynton Bea...	Ship Store	126.00	9,218.00
Sales Receipt	02/24/2019	P38835	0 Transient Sl...	Due to Boynton Bea...	Ship Store	76.00	9,294.00
Sales Receipt	02/25/2019	P38849	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	9,374.00
Sales Receipt	02/25/2019	P38849	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	9,454.00
Sales Receipt	02/27/2019	P38869	0 Transient Sl...	Due to Boynton Bea...	Ship Store	80.00	9,534.00
Sales Receipt	03/01/2019	P38927	0 Transient Sl...	Due to Boynton Bea...	Ship Store	66.00	9,600.00
Sales Receipt	03/05/2019	P39079	0 Transient Sl...	Due to Boynton Bea...	Ship Store	76.00	9,676.00
Sales Receipt	03/07/2019	P39109	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	9,766.00
Sales Receipt	03/14/2019	P39295	0 Transient Sl...	Due to Boynton Bea...	Ship Store	130.00	9,896.00
Sales Receipt	03/22/2019	P39483	0 Transient Sl...	Due to Boynton Bea...	Ship Store	152.00	10,048.00
Sales Receipt	03/25/2019	P39650	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	10,216.00
Sales Receipt	03/28/2019	P39689	0 Transient Sl...	Due to Boynton Bea...	Ship Store	282.00	10,498.00
Sales Receipt	03/28/2019	P39690	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	10,666.00
Sales Receipt	03/29/2019	P39696	0 Transient Sl...	Due to Boynton Bea...	Ship Store	94.00	10,760.00
Sales Receipt	03/31/2019	P39819	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	10,928.00
Sales Receipt	04/03/2019	P39892	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	11,012.00
Sales Receipt	04/04/2019	P39909	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	11,108.00
Sales Receipt	04/05/2019	P39938	0 Transient Sl...	Due to Boynton Bea...	Ship Store	108.00	11,216.00
Sales Receipt	04/08/2019	P40084	0 Transient Sl...	Due to Boynton Bea...	Ship Store	120.00	11,336.00

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07/17/19

Accrual Basis

**Boynton Harbor Marina**  
**Custom Transaction Detail Report**  
 July 17, 2018 through July 17, 2019

Type	Date	Num	Memo	Account	Class	Amount	Balance
Sales Receipt	04/12/2019	P40188	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	11,448.00
Sales Receipt	04/14/2019	P40251	0 Transient Sl...	Due to Boynton Bea...	Ship Store	148.00	11,596.00
Sales Receipt	04/15/2019	P40289	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	11,680.00
Sales Receipt	04/15/2019	P40291	0 Transient Sl...	Due to Boynton Bea...	Ship Store	118.00	11,798.00
Sales Receipt	04/18/2019	P40361	0 Transient Sl...	Due to Boynton Bea...	Ship Store	64.00	11,862.00
Sales Receipt	04/18/2019	P40363	0 Transient Sl...	Due to Boynton Bea...	Ship Store	192.00	12,054.00
Sales Receipt	04/19/2019	P40381	0 Transient Sl...	Due to Boynton Bea...	Ship Store	64.00	12,118.00
Sales Receipt	04/26/2019	P40675	0 Transient Sl...	Due to Boynton Bea...	Ship Store	96.00	12,214.00
Sales Receipt	04/27/2019	P40730	0 Transient Sl...	Due to Boynton Bea...	Ship Store	168.00	12,382.00
Sales Receipt	04/27/2019	P40690	0 Transient Sl...	Due to Boynton Bea...	Ship Store	52.00	12,434.00
Sales Receipt	05/02/2019	P40849	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	12,546.00
Sales Receipt	05/02/2019	P40850	0 Transient Sl...	Due to Boynton Bea...	Ship Store	152.00	12,698.00
Sales Receipt	05/03/2019	P40874	0 Transient Sl...	Due to Boynton Bea...	Ship Store	300.00	12,998.00
Sales Receipt	05/05/2019	P40988	0 Transient Sl...	Due to Boynton Bea...	Ship Store	74.00	13,072.00
Sales Receipt	05/07/2019	P41036	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	13,140.00
Sales Receipt	05/09/2019	P41065	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	13,208.00
Sales Receipt	05/09/2019	P41072	0 Transient Sl...	Due to Boynton Bea...	Ship Store	110.00	13,318.00
Sales Receipt	05/11/2019	P41127	0 Transient Sl...	Due to Boynton Bea...	Ship Store	68.00	13,386.00
Sales Receipt	05/14/2019	P41228	0 Transient Sl...	Due to Boynton Bea...	Ship Store	72.00	13,458.00
Sales Receipt	05/19/2019	P41410	0 Transient Sl...	Due to Boynton Bea...	Ship Store	88.00	13,546.00
Sales Receipt	05/26/2019	P41625	0 Transient Sl...	Due to Boynton Bea...	Ship Store	90.00	13,636.00
Sales Receipt	05/28/2019	P41734	0 Transient Sl...	Due to Boynton Bea...	Ship Store	86.00	13,722.00
Sales Receipt	06/02/2019	P41950	0 Transient Sl...	Due to Boynton Bea...	Ship Store	84.00	13,806.00
Sales Receipt	06/07/2019	P42087	0 Transient Sl...	Due to Boynton Bea...	Ship Store	104.00	13,910.00
Sales Receipt	06/12/2019	P42230	0 Transient Sl...	Due to Boynton Bea...	Ship Store	78.00	13,988.00
Sales Receipt	06/20/2019	P42438	0 Transient Sl...	Due to Boynton Bea...	Ship Store	144.00	14,132.00
Sales Receipt	06/23/2019	P42598	0 Transient Sl...	Due to Boynton Bea...	Ship Store	124.00	14,256.00
Sales Receipt	06/24/2019	P42668	0 Transient Sl...	Due to Boynton Bea...	Ship Store	124.00	14,380.00
Sales Receipt	07/04/2019	P42990	0 Transient Sl...	Due to Boynton Bea...	Ship Store	184.00	14,564.00
Sales Receipt	07/05/2019	P43044	0 Transient Sl...	Due to Boynton Bea...	Ship Store	112.00	14,676.00
Sales Receipt	07/13/2019	P43292	0 Transient Sl...	Due to Boynton Bea...	Ship Store	70.00	14,746.00
Sales Receipt	07/13/2019	P43339	0 Transient Sl...	Due to Boynton Bea...	Ship Store	54.00	14,800.00
Jul 17, '18 - Jul 17, 19						<u>14,800.00</u>	<u>14,800.00</u>





## **ADVISORY BOARD ITEM B.1.**

### **NEW BUSINESS**

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#### **SUBJECT:**

Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2019 Annual Conference on October 16-18, 2019 in Tampa, Florida

#### **SUMMARY:**

The Florida Redevelopment Association (FRA) Annual Conference will be held on October 16-18, 2019 at the Hilton Downtown Tampa in Tampa, Florida. The deadline to register is October 9, 2019 (Attachment I).

The FRA is our agency's statewide professional organization under the Florida League of Cities. The conference always provides great information to staff and board members on CRA related issues, best practices, programs and legislative updates (Attachment II).

The CRA Board established a policy during fiscal year 2016-2017 that only two members of the CRAAB are permitted to attend the FRA Annual Conference.

#### **FISCAL IMPACT:**

FY 2018–2019 Budget, General Fund, Line Item 01-51010-225

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#### **ATTACHMENTS:**

##### **Description**

- ▣ **Attachment I - FRA Registration Form**
- ▣ **Attachment II - Tentative Program Schedule**



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

If you are paying by check, send this completed form with payment to **FRA Annual Conference**, P.O. Box 1757, Tallahassee, Florida, 32302-1757 or email to Heidi Hogarth at [hhogarth@flcities.com](mailto:hhogarth@flcities.com). If you are paying via credit card (Visa or MasterCard), please register online with the following link: <https:// redevelopment.net/2019-annual-conference/>. Please complete this form for each registrant. Registration deadline is October 9, 2019. Onsite registrations are accepted on a "space available" basis. Cancellations must be made in writing by October 1, 2019 to receive a refund and will be subject to a \$50 processing fee per person.

Full Name: \_\_\_\_\_ Nickname (for badge): \_\_\_\_\_

Title: \_\_\_\_\_ Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Guest\*\* (if purchasing): \_\_\_\_\_ Nickname (for badge): \_\_\_\_\_

REGISTRATION TYPE (see notes page 2)	MEMBER	NON-MEMBER	SUB-TOTALS
<b>Full Registration</b>	\$395.00	\$495.00	
<b>One Day Registration</b> (Wednesday or Thursday) (circle one)	\$325.00	\$375.00	
<b>CRA Boot Camp</b> Weds 8:00 am	\$50.00	\$50.00	
<b>CRA session*</b> Fri 8:00 am	\$50.00	\$50.00	
<b>CRA session*</b> Fri 9:30 am	\$50.00	\$50.00	
<b>**Guest/Spouse</b> - see notes	\$315.00	\$345.00	
<b>MOBILE TOURS</b> (see details below)			
<b>Mobile Tour:</b> Ybor City CRAs: Weds 8:00 am	\$50.00	\$50.00	
<b>Mobile Tour:</b> Tampa Downtown Partnership: Weds 8:00 am	\$50.00	\$50.00	
<b>Mobile Tour:</b> West Tampa/Drew Park CRAs: Weds 2:15 pm	\$50.00	\$50.00	
<b>Mobile Tour:</b> Downtown/Channel/Central/Heights CRAs: Thurs 2:15 pm	\$50.00	\$50.00	
<b>Mobile Tour:</b> Armature Works Tour and Lunch: Fri 11:15 am	\$50.00	\$50.00	
<b>*if not signed up for full registration</b>			
<b>GRAND TOTAL</b>	\$_____	\$_____	\$_____

**see next page for notes**



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

## **ADDITIONAL CONFERENCE REGISTRATION NOTES**

**Member rate:** FRA dues must be paid prior to the conference to receive the member discount. Indicate "member" rate if you intend to pay the FRA dues for 2019-20. Online payments for dues will be NOT be available until after September 1. However, once you pay online you will receive a receipt.

**Who is a member?** The government, business or other entity pays the dues to FRA for all their staff, board and anyone who represents them. So, if your entity paid its FRA dues, you are a member.

**All the mobile tours** on Wednesday, October 16, Thursday, October 17 and Friday, October 18 and the **CRA Boot Camp** on Wednesday, October 16 require a separate payment of \$50.00.

**CRA Legal/Ethics Sessions** on Friday, October 18: If you are registered for Friday, you do not need to register for these sessions. However, please register/pay for those sessions if you are just coming in for that purpose. There will be AICP, IEDC and FL Bar credits of 1.5 hours legal (for each of three courses) or ethics (for one course) available.

**Extra Tickets:** Email **Heidi Hogarth** at [hhogarth@flcities.com](mailto:hhogarth@flcities.com) to purchase for any ticketed function.

**Special Needs:** If you have special physical needs, or a dietary preference, please let us know on the registration form.

**\*\*GUEST** registrations are available for spouses, partners or non-professional relations.

**Full registrations** include all events and all meals. **One-day registrations** include workshops and meal functions on that day only.

Please visit [www.redevelopment.net](http://www.redevelopment.net) for all conference information. Or contact **Heidi Hogarth** at 850-701-3605, [hhogarth@flcities.com](mailto:hhogarth@flcities.com), with any registration questions.



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

## **PRELIMINARY PROGRAM**

### **WEDNESDAY**

**7:00 AM            REGISTRATION OPENS**

**8:00 AM            DOWNTOWN PARTNERSHIP TOUR**  
**YBOR WALKING TOUR**  
**CRA BOOT CAMP**

#### ***LUNCH (EXHIBIT HALL)***

**12:45 PM           KEYNOTE: LENORA BILLINGS-HARRIS “LEVERAGING DIVERSITY”**

**1:45 PM            WEST TAMPA TOUR**  
**ENGAGING THE UNDERSERVED COMMUNITY**

#### ***BREAK (EXHIBIT HALL)***

**3:30 PM            WEST TAMPA TOUR (cont'd)**  
**KEYNOTE: MATTHEW PERRY**  
**“INCREMENTAL DEVELOPMENT”**

#### ***BREAK IN EXHIBIT HALL***

**4:45 PM            FRA ACADEMY OVERVIEW**  
**CRA ROLE IN RESILIENCY**

**6:00 - 7:30 PM    RECEPTION IN EXHIBIT HALL**



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

## **THURSDAY**

7:00 AM **BREAKFAST IN EXHIBIT HALL**

8:30 AM CITY COUNTY AGREEMENTS  
FILLING VACANT STOREFRONTS

### **BREAK (EXHIBIT HALL)**

9:45 AM WATER STREET CASE STUDY  
STORM REDEVELOPMENT

### **BREAK (EXHIBIT HALL)**

11:00 PM BROWNFIELDS  
PLUG INTO FEDERAL CRA PROGRAMS

### **LUNCH (EXHIBIT HALL)**

1:15 PM **KEYNOTE:** CHUCK MAROHN "STRONGEST TOWNS"

2:15 PM **FOUR TAMPA CRAS TOUR**  
**PLENARY** "TAKE ON TAMPA TRANSPORTATION"  
LAND USE BASICS

### **BREAK**

4:00 PM **FOUR TAMPA CRAS TOUR** (cont'd)  
FILLING THE GAPS  
CRAS PRESENT PROJECTS FOR FUNDING

6:30 - 9:00 PM **AWARDS AND GRADUATION CEREMONY**



**Florida Redevelopment Association**  
**October 16-18, 2019**  
**Hilton Tampa Downtown**  
[www.redevelopment.net](http://www.redevelopment.net)

## **FRIDAY**

7:00 AM ***BREAKFAST***

7:45 AM FRA BUSINESS MEETING

8:00 AM ETHICS ISSUES (1.5 CM/IEDC/FL BAR Credits)

CRA REPORTING (1.5 CM/IEDC/FL BAR Legal Credits)

9:30 AM CRA LEGAL ISSUES (1.5 CM/IEDC/FL BAR Credits)

CRA AUDIT RULES (1.5 CM/IEDC/FL BAR Legal Credits)

11:00 AM ARMATURE WORKS MOBILE ***TOUR AND LUNCH***

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