The City of

Boynton Beach

City Commission Agenda

Tuesday, September 17, 2019, 6:30 PM

Intracoastal Clubhouse Park 2240 N. Federal Highway

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Christina L. Romelus (District III)
Commissioner Ty Penserga (District IV)

Lori LaVerriere, City Manager
James Cherof, City Attorney
Crystal Gibson, City Clerk

MISSION
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

GENERAL RULES & PROCEDURES FOR PUBLIC PARTICIPATION AT CITY OF BOYNTON BEACH COMMISSION MEETINGS

THE AGENDA:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

SPEAKING AT COMMISSION MEETINGS:
The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes
- **Regular Agenda Items:** Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, presentations and first reading of Ordinances - Time Limit - Three (3) minutes

ADDRESSING THE COMMISSION:
When addressing the Commission, please step up to either podium and state your name for the record

DECORUM:
Any person who disputes the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all pagers and cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

City Commission meetings are held in the Intracoastal Park Clubhouse, 2240 N. Federal Highway, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Invocation - Reverend Hernandez of St. Vincent Seminary

Pledge of Allegiance to the Flag led by Vice Mayor Justin Katz

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections

2. Adoption

2. OTHER

A. Conduct Second Public Budget Hearing for FY 2019/2020 Annual Budget.

PROPOSED RESOLUTION NO. R19-093 - Adopt the Final millage rate for the General Fund for Fiscal Year 2019-2020.

PROPOSED RESOLUTION NO. R19-094 - Adopt the Final Budget for the General Fund and all other funds for Fiscal Year 2019-2020.

B. **PROPOSED RESOLUTION NO. R19-095** - Ratification by City Commission of the Boynton Beach Community Redevelopment Agency (CRA) annual budget for fiscal year 2019-2020.

C. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

A. Announcement of recent state and national marketing and event awards.

The state awards will be announced by Suzanne Neve, Chief Executive Officer of the Florida Festivals and Events Association.

The national awards will be announced by Eleanor Krusell, Public Communications & Marketing Director.

B. Announcement by Laura Lansburgh, Marketing Manager, about the City's Baby Safety Expo.

C. Quarterly update by Laura Lansburgh, Marketing Manager, about the City's Census Marketing Efforts over the past quarter.

D. Mayor Steven B. Grant to proclaim September as Deaf Awareness Month in the City of Boynton Beach. Beth Wagmeister, Deaf Advocate, to accept the proclamation.

E. Per the request of the City Commission, Craig Clark, Library Director, will provide an update to the City Commission on our library services and programs.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. **PROPOSED RESOLUTION NO. R19-096** - Authorize the Mayor to sign the application and agreement for Library State Aid to Public Libraries Grant for FY2019-2020.

B. **PROPOSED RESOLUTION NO. R19-097** - Accept the transfer of all assets from the Quantum Park Overlay Development District for ownership by the City.

C. **PROPOSED RESOLUTION NO. R19-098** - Resolution ratifying the Quantum Park Overlay Dependent District annual budget for FY 2019-2020.

D. **PROPOSED RESOLUTION NO. R19-099** - Authorize the Mayor to sign Second Lease Amendment for the temporary space located at 2045 High Ridge Road - Temp Police Headquarters.

E. Approve the issuance of an annual blanket purchase order to South Florida Emergency Vehicles for an estimated annual expenditure of $75,000. South Florida Emergency Vehicles is the sole source authorized dealer and repair center for Fire Engine and Ladder units.

F. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for September 17, 2019- "Request for Extensions and/or Piggybacks."

G. Approve Task Order UT-3C-03 with Globaltech, Inc. in the amount of $69,301.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by City Commission on August 7, 2018 for the West Water Treatment Plant Arc Flash Study project.

H. Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the ten (10) month period ended July 31, 2019.

I. Accept the written report to the Commission for purchases over $10,000 for the month of August 2019.

J. Approve the Bid for "ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES" Bid No. 043-1412-19/MFD to the following eight (8) companies: 5 Star Enterprises, Clean All Products, CleanAll Supply, Imperial Dade, Medline Industries, Pride Enterprises, Pyramid School Supplies and Unipak on an overall basis, to the lowest, most responsive, responsible bidders who met all specifications. Items will be ordered on an "AS NEEDED" basis for an estimated annual expenditure of $40,000.

K. Approve the minutes from City Commission meeting on September 5, 2019.

7. CONSENT BIDS AND PURCHASES OVER $100,000

A. Authorize the purchase of equipment and security tags to upgrade the Library's Inventory and Security sytems to Radio-frequency Identification (RFID) Technology and an Automated Materials Handling System from Bibliotheca, LLC of Norcross, GA in the amount of $236,634.38 as a sole source vendor purchase.

B. Approve modification to the Landscape Maintenance award and annual expenditure; Bid #029-2730-18/IT from $1,080,896.18 to $1,339,994.54 through the extent of the bid term on September 30, 2020.

C. Approve Task Order UT-1C-04 with Carollo Engineers in the amount of $189,508.00 in

accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for the Reclaimed Water System Expansion Hydraulic Analysis project.

D. Approve a change order in the sum of $269,412 with Haskell for the District Energy Plant to provide funding to install a 350 ton "swing" chiller. This will result in a revised contract total of $10,716,956 for the plant construction, and a revised purchase order total of $8,765,996.

E. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for September 17, 2019- "Request for Extensions and/or Piggybacks."

8. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. **PROPOSED ORDINANCE NO. 19-029 - FIRST READING** - Approve request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, in connection with:

PROPOSED RESOLUTION NO. R19-100 - Accepting the dedication of property from the Community Redevelopment Agency (CRA) and realignment, and extension of NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001). (Resolution adoption will be upon second reading of the Ordinance)
Applicant: Michael Simon, CRA Executive Director.

B. Approve MLK Overlay and Use Matrix Revisions Part I (CDRV 19-006) - Amending the LAND DEVELOPMENT REGULATIONS:

PROPOSED ORDINANCE NO. 19-030 - FIRST READING - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions;

PROPOSED ORDINANCE NO. 19-031 - FIRST READING - (2) Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services;

PROPOSED ORDINANCE NO. 19-032 - FIRST READING - (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlays, and Article IV. Use Regulations; and

PROPOSED ORDINANCE NO. 19-033 - FIRST READING - (4) Chapter 4. Site Development Standards, Article V. Minimum off-Street Parking Requirements, to implement modifications to MLK Overlay, modifications to rezoning-master plan application process, corrections pertaining to Mixed-Use zoning districts and revisions to Use Matrix, Residential and Lodging category. Applicant: City-initiated.

C. **PROPOSED ORDINANCE NO.19-034 - FIRST READING -** Approving efficiency improvements to the Site Plan Review Process (CDRV 19-007) through amendments to the LAND DEVELOPMENT REGULATIONS Chapter 2. *Land Development Process*, Article II. *Planning and Zoning Division Services*, Section 2. F. *Site Plan*, Including Time Extension and Modifications that begin implementing staff recommendations from the internal review of the City's development review process. Applicant: City-initiated.

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. **PROPOSED RESOLUTION NO. R19-101** - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) to provide financial support to the Wells Landing, LLC in association with their application for the 9% tax credit for Low Income Housing Tax Credits and sign any related application documents to confirm such support.

12. LEGAL

A. **PROPOSED ORDINANCE NO. 19-035 - FIRST READING** - Approve Ordinance establishing regulations regarding the posting of underage drinking signs.

B. City Commission is requested to review the Lien Modification Order issued by the Special Magistrate at the August 21, 2019 hearing for case # 11-2277.

C. **PROPOSED ORDINANCE NO. 19-036 - FIRST READING** - **PUBLIC HEARING** - Approve the change in qualifying dates for candidates for the March 17, 2020 municipal election.

D. **PROPOSED RESOLUTION NO. R19-102** - Authorize the Mayor sign a purchase and sale agreement selling a portion of Tract I in Quantum Park Overlay Development District to FH Quantum LLC, which own 3301 Quantum Blvd subject to the conditions of use by FH Quantum LLC.

E. Report by City Attorney on City of Delray Beach – Lake Ida Park Addition Annexation.

13. FUTURE AGENDA ITEMS

A. Quarterly Census updates by Laura Lansburgh, Marketing Manager:

December 17, 2019
March 17, 2020

B. Discuss use policy for all City Parks - **October 1, 2019.**

C. Amendment to DROP provisions in City's three pension plans (Ordinance) - **October 1, 2019**

D. Presentation of a Resolution from the FL Association of City Clerks, recognizing Judy Pyle's retirement. - **October 1, 2019**

14. ADJOURNMENT

NOTICE

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

THE CITY 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 CITY. PLEASE CONTACT THE CITY CLERK'S OFFICE, (561) 742-6060 OR (TTY) 1-800-955-8771, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
Call to Order - Mayor Steven B. Grant

Invocation - Reverend Hernandez of St. Vincent Seminary

Pledge of Allegiance to the Flag led by Vice Mayor Justin Katz

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
Conduct Second Public Budget Hearing for FY 2019/2020 Annual Budget.

PROPOSED RESOLUTION NO. R19-093 - Adopt the Final millage rate for the General Fund for Fiscal Year 2019-2020.

PROPOSED RESOLUTION NO. R19-094 - Adopt the Final Budget for the General Fund and all other funds for Fiscal Year 2019-2020.

EXPLANATION OF REQUEST:
This is the second and final Budget Public Hearing for FINAL adoption of the millage rate and operating budget for FY 2019-20.

Staff will provide a budget overview (power point). As a result of the Budget Workshops that were held on July 15th and 16th, 2019 the City Commission approved a proposed millage rate of 7.9000 mills and a proposed General Fund budget of $95,978,175.

The proposed FY 19/20 General Fund Budget of $96,358,776 is an increase of 5.7% or $5,234,750 over the original adopted FY 18/19 General Fund Budget of $91,124,026.

Based on Commission decisions since the July budget workshops, the following changes have been incorporated into the proposed tentative budget.

1) Increased General Fund from $95,978,175 to $96,358,776. This was needed to reflect the CRA funded Police staff, Plans Examiner position, Initial phase of mobility plan, contractual services for Crossing Guards, Recreation department reorganization, and Fire RMS System..

2) Increased Golf Fund from $1,924,465 to $2,199,465 due to staff identification of needed irrigation repairs on the golf course.

3) Increased Local Government Surtax Capital Projects Funds from $7,000,424 to $7,060,424 due to Fire Station 1 Vehicle Exhaust System related to the Town Square Project.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The annual budget provides appropriations to provide City services.

FISCAL IMPACT: Budgeted Adoption of the millage rate and budget allows for appropriations to provide City services.

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Final Millage Resolution FY19-20
🗋	Resolution	Final Budget Resolution FY19-20

RESOLUTION R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA ADOPTING A FINAL MILLAGE RATE FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, PROVIDING THAT FINAL MILLAGE RATE OF 7.9000 MILLS IS 4.75% ABOVE THE ROLLED-BACK RATE OF 7.5418 MILLS; PROVIDING FOR SEVERABILITY, CONFLICTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a final budget has been prepared estimating expenditures and revenues of the City of Boynton Beach, Florida, for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and the administrative staff of the City has made recommendations as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, the City Commission has given notice of and conducted the public hearings required by law and has considered the recommendations of staff and the comments of the public, the suggested budget, and the proposed millage necessary to be levied to carry on the government of the City for the ensuing year;

WHEREAS, the City of Boynton Beach, Florida, has followed the procedures as outlined in Florida Statutes Section 200.065.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida herby adopts the final millage rate of 7.9000 for the General Fund. The final millage rate is 4.75% above the computed rolled-back rate of 7.5418.

Section 3. If any clause, section, or other part of this Resolution shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the other provisions of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

RESOLUTION R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a final budget has been prepared by the City Manager estimating expenditures, transfers, and revenues of the City of Boynton Beach for the ensuing year, with detailed information, including revenues to be derived from sources other than the ad valorem tax levy, and she has made recommendations as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, the City Commission of the City of Boynton Beach has conducted a public hearing in accordance with s. 200.065 Florida Statutes on the City's tentative budget and the proposed millage rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. That the tentative budget of the City of Boynton Beach, Florida, for the fiscal year beginning October 1, 2019 and ending September 30, 2020, a copy of which is attached hereto, is hereby adopted and the appropriations set out therein are hereby made to maintain and carry on the government of the City of Boynton Beach, Florida.

Section 3. There is hereby appropriated the sum of $ 96,358,776 to the **General Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays for the City Government pursuant to the terms of the above budget.

Section 4. That there is hereby appropriated the sum of $ 1,356,009 to the **Traffic Safety Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 5. That there is hereby appropriated the sum of $ 1,301,150 to the **Local Option Gas Tax Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 6. That there is hereby appropriated the sum of $ 245,580 to the **Community Improvements Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 7. That there is hereby appropriated the sum of $ 1,091,420 to the **Public Arts Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 8. That there is hereby appropriated the sum of $ 496,051 to the **Recreation Program Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 9. That there is hereby appropriated the sum of $ 10,200,000 to the **Public Service Tax Debt Service Fund** for the purpose of payment operating expenditures, transfers to other funds, and the principal and interest due on the public service tax bonds of the City not subject to statutory exemptions and for redeeming such bonds as they mature.

Section 10. That there is hereby appropriated the sum of $ 1,245,102 to the **General Capital Improvement Capital Projects Fund** for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 11. That there is hereby appropriated the sum of $ 7,060,424 to the **Local Government Surtax Capital Projects Fund** for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 12. That there is hereby appropriated the sum of $ 101,067 to the **Parks & Recreation Facilities Trust Fund** for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 13. That there is hereby appropriated the sum of $ 50,939,770 to the **Water and Sewer Utility Enterprise Fund** for operating expenditures, debt service, transfers to other funds, and necessary capital outlay.

Section 14. That there is hereby appropriated the sum of $ 26,231,500 to the **Water and Sewer Utility Capital Improvement Enterprise Fund** for the payment of capital outlays pursuant to the terms of the above budget.

Section 15. That there is hereby appropriated the sum of $ 2,199,465 to the **Golf Course Enterprise Fund** for operating expenditures, transfer to other funds, and necessary capital outlays.

Section 16. That there is hereby appropriated the sum of $ 11,389,923 to the **Solid Waste Enterprise Fund** for the payment of operating expenditures, transfers to other funds and necessary capital outlays.

Section 17. That there is hereby appropriated the sum of $ 8,962,586 to the **Fleet Maintenance Internal Service Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 18. That there is hereby appropriated the sum of $ 442,049 to the **Materials & Distribution Internal Service Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 19. That there is hereby appropriated the sum of $ 6,119,866 to the **Self-Insurance Internal Service Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 20. That there is hereby appropriated the sum of $ 277,392 the **Cemetery Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 21. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operation millages of prior years are hereby specifically appropriated for the use of the General Fund.

Section 22. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 23. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 24. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R19-095 - Ratification by City Commission of the Boynton Beach Community Redevelopment Agency (CRA) annual budget for fiscal year 2019-2020.

EXPLANATION OF REQUEST:
The Community Redevelopment Agency is a Special District created by the City Commission. Florida Statute requires that the budget of special districts be contained with in the general budget of the local governing authority and clearly stated as a budget of the dependent district. The Community Redevelopment Agency approved their FY 2019-2020 budget at its September 10, 2019 meeting. The attached resolution completes the annual process of accepting and approving the CRA budget.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: None

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution ratifying the CRA budget
🗋	Attachment	CRA FY 19-20 Reso and budget

RESOLUTION R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA RATIFYING THE 2019-2020 ANNUAL BUDGET FOR THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Community Redevelopment Agency was created by Ordinance of the City Commission pursuant to Chapter 163, Florida Statutes. The Redevelopment Agency has been designated a Florida Special District; and

WHEREAS, Florida Statutes 189.016 provides that the proposed budget of a dependent special district, with the concurrence of the local governing authority, may be budgeted separately; and

WHEREAS, a local governing authority may, in its discretion, review the budget or tax levy of any special district located solely within its boundaries; and

WHEREAS, a final budget of the Boynton Beach Community Redevelopment Agency has been reviewed and considered by the City Commission for the ensuing year, with detailed information, and the administrative staff of the City has made recommendations as to the amount necessary to be appropriated for the ensuing year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida hereby

ratifies the adoption of the Boynton Beach Community Redevelopment Agency's 2019-2020 Annual Budget.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

RESOLUTION NO: R19-03

RESOLUTION OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2019 TO SEPTEMBER 30, 2020, AND PROVIDING AN EFFECTIVE DATE.

W I T N E S S E T H:

WHEREAS, the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (BBCRA), in order to implement its Community Redevelopment Plan and provide for its operating expenses, has prepared a Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, attached hereto as Exhibit "I"; and

WHEREAS, the Board has determined that said Budget is in the public's interest and is necessary to implement the BBCRA's goals and objectives.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Budget attached hereto as Exhibit "I" for financial operations of the Boynton Beach Community Redevelopment Agency for the period from October 1, 2019 through September 30, 2020 is hereby adopted.
2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of September, 2019.

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Steven B. Grant, Chair

S. Grant	✓
J. Katz	✓
M. McCray	✓
T. Penserga	✓
C. Romelus	✓

00551570-1

Boynton Beach CRA
General Fund - Budget Summary - FY 2019-2020

	2019-2020 Budget		FY 2018-2019 Original Budget	FY 2018-2019 Amended Budget	2019-2020 vs. Prior Year Increase/(Decrease) Amount	2019-2020 vs. Prior Year Increase/(Decrease) %
REVENUES						
Tax Increment Revenue (TIF)	$ 13,816,071	(a)	$ 12,421,686	$ 12,421,686	$ 1,394,385	10%
Marina Rents & Fuel Sales	$ 1,100,000		$ 1,000,000	$ 1,000,000	$ 100,000	9%
Fund Balance Surplus	$ 50,000				$ 50,000	
Total Revenues	**$ 14,966,071**		**$ 13,421,686**	**$ 13,421,686**	**$ 1,544,385**	10%
EXPENSES						
CRA Board & Advisory Board	**$ 29,500**		**$ 30,000**	**$ 30,000**	**$ (500)**	**-2%**
Administration						
Executive Department	$ 457,966		$ 514,533	$ 522,480	$ (64,514)	-14%
Finance Department	$ 200,037		$ 189,408	$ 194,309	$ 5,728	3%
Planning & Development Department	$ 154,448		$ 119,760	$ 122,060	$ 32,388	21%
Marketing & Business Development	$ 254,374		$ 147,208	$ 149,089	$ 105,285	41%
Business Promotion and Events Department	$ 80,488		$ 68,065	$ 69,756	$ 10,732	13%
Taxes, Employee Benefits, Compensated Absences, Workers Comp	$ 398,254		$ 414,399	$ 414,399	$ (16,145)	-4%
Sub-Total	**$ 1,545,567**		**$ 1,453,373**	**$ 1,472,093**	$ 73,474	5%
Other General Fund Expenses						
Insurances	$ 172,500		$ 172,500	$ 172,500	$ -	0%
Professional Services	$ 218,500		$ 264,000	$ 264,000	$ (45,500)	-21%
Buildings, Grounds, Maintenance	$ 912,039		$ 723,545	$ 723,545	$ 188,494	21%
Marina Operations	$ 1,100,000		$ 1,000,000	$ 1,000,000	$ 100,000	9%
Information Technology	$ 79,500		$ 80,550	$ 80,550	$ (1,050)	-1%
Contingency	$ 100,000		$ 100,000	$ 100,000	$ -	0%
Sub-Total	**$ 2,582,539**		**$ 2,340,595**	**$ 2,340,595**	$ 241,944	9%
Total General Fund Operating	**$ 4,157,606**	(b)	**$ 3,823,968**	**$ 3,842,688**	**$ 314,918**	8%
Operating Transfers Out						
Transfer to Debt Service Fund	$ 2,140,852		$ 2,136,465	$ 2,136,465	$ 4,387	0%
Transfer to Project Fund	$ 8,667,613		$ 7,462,303	$ 8,102,303	$ 565,310	7%
Sub-Total	**$ 10,808,465**		**$ 9,598,768**	**$ 10,238,768**	**$ 569,697**	**5%**
Total General Fund Expenses & Transfers Out	**$ 14,966,071**		**$ 13,422,736**	**$ 14,081,456**	**$ (242,154)**	**-2%**

(a) Property values in CRA up 10%

(b) Increase due to Property Maintenance at Marina and Woman's Club, and relocation fees for Townsquare move and staff addition.

Boynton Beach CRA
Project Fund - Budget Summary

FUNDING SOURCES	2019-2020 Budget	FY 2018-2019 Original Budget	FY 2018-2019 Amended Budget	2018-2019 vs. Prior Year Increase/(Decrease) Amount	%
1. Rollover FY 2018-2019 (see Budget Overview)	$ 4,507,092	$ -	$ -	$ 4,507,092	N/A
				$ -	
2. Transfers in from General Fund				$ -	
Other Financing Sources/Transfers In	$ 8,667,613	$ 7,462,303	$ 8,102,303	$ 565,310	7%
				$ -	
3. Other Revenue/Financing Sources:				$ -	
1. Cash Analysis - CRA Board Approved 4/9/2019			$ 640,000		
				$ -	
Total Funding Sources/Revenues & Transfers In	$ 13,174,705	$ 7,462,303	$ 8,742,303	$ 5,072,402	58%

EXPENSES	2019-2020 Budget	FY 2018-2019 Original Budget	FY 2018-2019 Amended Budget	2018-2019 vs. Prior Year Increase/(Decrease) Amount	%
Professional & Other Expenses					
Contingency	$ 100,000	$ 100,000	$ 100,000	$ -	0%
Professional Services	$ 100,000	$ 204,979	$ 204,979	$ (104,979)	-51%
Legal Services	$ 125,000	$ 125,000	$ 125,000	$ -	0%
Sub-Total	$ 325,000	$ 429,979	$ 429,979	$ (104,979)	-24%
Capital Outlay					
Property Purchases	$ 472,830	$ 475,000	$ 475,000	$ (2,170)	0%
BWCC Grant Match	$ 200,000	$ 190,000	$ 190,000	$ 10,000	5%
Site Work & Demolition Fees	$ 183,888	$ 66,315	$ 66,315	$ 117,573	177%
Infrastructure & Streetscape	$ 7,152,925	$ 5,577,732	$ 5,577,732	$ 1,575,193	28%
Future Development Projects	$ 878,812	$ 883,712	$ 883,712	$ (4,900)	N/A
Sub-Total	$ 8,888,455	$ 7,192,759	$ 7,192,759	$ 1,695,696	24%
Economic Development & Housing Rehab Program					
Economic Development Grant Programs	$ 543,000	$ 554,356	$ 554,356	$ (11,356)	-2%
Marketing Program	$ 68,350	$ 80,000	$ 80,000	$ (11,650)	-15%
DIFA - Economic Development	$ 1,632,000	$ 1,207,000	$ 1,207,000	$ 425,000	35%
Sub-Total	$ 2,243,350	$ 1,841,356	$ 1,841,356	$ 401,994	22%
Projects & Programs					
Clean & Safe Program (Clean, Police, Code)	$ 532,900	$ 370,000	$ 370,000	$ 162,900	44%
Community Support Projects	$ 550,000	$ 125,000	$ 125,000	$ 425,000	340%
Business Promotional Events	$ 635,000	$ 549,000	$ 549,000	$ 86,000	16%
Sub-Total	$ 1,717,900	$ 1,044,000	$ 1,044,000	$ 673,900	65%
Total Project Fund Expenses	$ 13,174,705	$ 10,508,094	$ 10,508,094	$ 2,666,611	25%

Boynton Beach CRA
Debt Service Fund - Budget Summary

Dept. #	Funding Source	2019-2020 Budget	FY 2018-2019 Original Budget	FY 2018-2019 Amended Budget
49900	**Transfers In from General Fund**	**$ 2,140,852**	**$ 2,136,465**	**$ 2,136,465**
	Expenses			
	Series 2012 (formerly Series 2004 & Series 2005A) - PNC Bank			
59800-814	Principal	$ 1,367,000	$ 1,331,000	$ 1,331,000
59800-824	Interest	$ 261,197	$ 295,270	$ 295,270
	Sub-Total	$ 1,628,197	$ 1,626,270	$ 1,626,270
	Series 2015 (formerly Series 2005B) - BB&T			
59800-815	Principal	$ 395,000	$ 380,000	$ 380,000
59800-826	Interest	$ 116,655	$ 129,195	$ 129,195
	Sub-Total	$ 511,655	$ 509,195	$ 509,195
59800-830	**Financial Agent Fees**	$ 1,000	$ 1,000	$ 1,000
	Total Debt Service Expenses	**$ 2,140,852**	**$ 2,136,465**	**$ 2,136,465**

BOYNTON BEACH CRA
Sources & Uses of Funds
Funding Available for Projects - FY 2019-2020

Sources of Funds		
General Fund Revenues		
Tax Increment Revenue ("TIR")	$	13,816,071
Marina	$	1,100,000
Fund Balance Surplus	$	50,000.00
Sub-Total Sources of Funds	**$**	**14,966,071**
Uses of Funds & Contractual Obligations (All Funds)		
General Fund - Operating Expenses	$	3,057,606
Marina	$	1,100,000
Debt Service	$	2,140,852
Sub-Total	**$**	**6,298,458**
Balance for Project Fund	**$**	**8,667,613**

Less: Project Fund DIFA Payment Contractual Obligations:			**Award Factor**	
• Casa Costa	$	513,000	47.5%	(Year 10 of 10)
• Wal-Mart	$	23,000	25.0%	(Year 8 of 10)
• Seabourn Cove - Phase 1	$	417,000	50.0%	(Year 7 of 10)
• Seabourn Cove - Phase 2	$	167,000	50.0%	(Year 6 of 10)
• The Preserve - Cornerstone	$	117,000	75.0%	(Year 5 of 10)
• 500 Ocean - Payable once project completed and on tax rolls. Anticipated in 2019 & budgeted for payment in FY 19-20	$	395,000	75.0%	(Year 1 of 10)
Sub-Total	**$**	**1,632,000**		

Estimated Available Funding for Project Fund Expenses	**$**	**7,035,613**

BOYNTON BEACH CRA
TAX INCREMENT REVENUE ("TIR") ESTIMATE - FY 2019-2020

As of: June 27, 2019

1. ASSESSED VALUATIONS

	FY 2018-2019	FY 2019-2020
ASSESSED VALUES	$ 1,351,302,263	$ 1,468,212,722 (a)
		Estimate ▲
		As of: 6/27/19
Chg. from Prior Year		$ 116,910,459
		8.7%

2. TAX INCREMENT REVENUE - ESTIMATED FOR NEW BUDGET YEAR

	FY 2018-2019	FY 2019-2020 Estimates	
Assessed Values	$ 1,351,302,263	$ 1,468,212,722	
Less Base Year Value	$ 309,821,849	309,821,849	
TIR Taxable Value	$ 1,041,480,414	1,158,390,873	
95% of Difference	$ 989,406,393	$ 1,100,471,329	
(Per Florida Statutes Chapter 163.387(1)(a) Redevelopment Trust Fund)		Assumptions: No Millage Change City & County	
Millage Rates			
City	7.9000	7.9000	
County	4.7815	4.7815	
			% of Total TIR
Tax Increment Revenue			
City	$ 7,816,311	$ 8,693,724	62%
County	$ 4,730,847	$ 5,261,904	38%
Sub-Total	$ 12,547,157	$ 13,955,627	
1.0% for True-Up	$ 125,472	$ 139,556	1.0% for True-Up
Net TIR	$ 12,421,686	$ 13,816,071	
		▲ Budgeted	
Change from Prev. Year			
Amount		$ 1,394,385	
%		11.2%	

(a) The Property Appraiser will issue revisions to the CRA's taxable values at the end of June 2019, and in early October 2019, with a final certified tax value in mid-2020. The CRA's budgeted tax increment revenue will be based on the first, or May 24, 2019, "Estimates of Taxable Values" with a 1% deduction for the final Property Appraiser certified tax adjustments ("true-up") in mid- 2020

Boynton Beach Community Redevelopment Agency
FY 2019-2020 Budget - Personnel

	Position	Personnel FY 2018-2019 No.	Personnel FY 2019-2020 No.
1	Executive Director	1	1
2	Assistant Director	1	1
3	Finance Director	1	1
4	Accounting and Finance Manager	1	1
5	Development Services Manager	1	1
6	(a) Development Service Specialist	0	1
7	Marketing & Business Development Specialist	1	1
8	Business Promotion and Events Manager	1	1
9	Marketing/Events/Business Development Assistant	1	1
10	Social Media Communications Specialist	1	1
11	Administrative Services Manager	1	1
12	Administrative Assistant	0	0
	Total Personnel	**10**	**11**

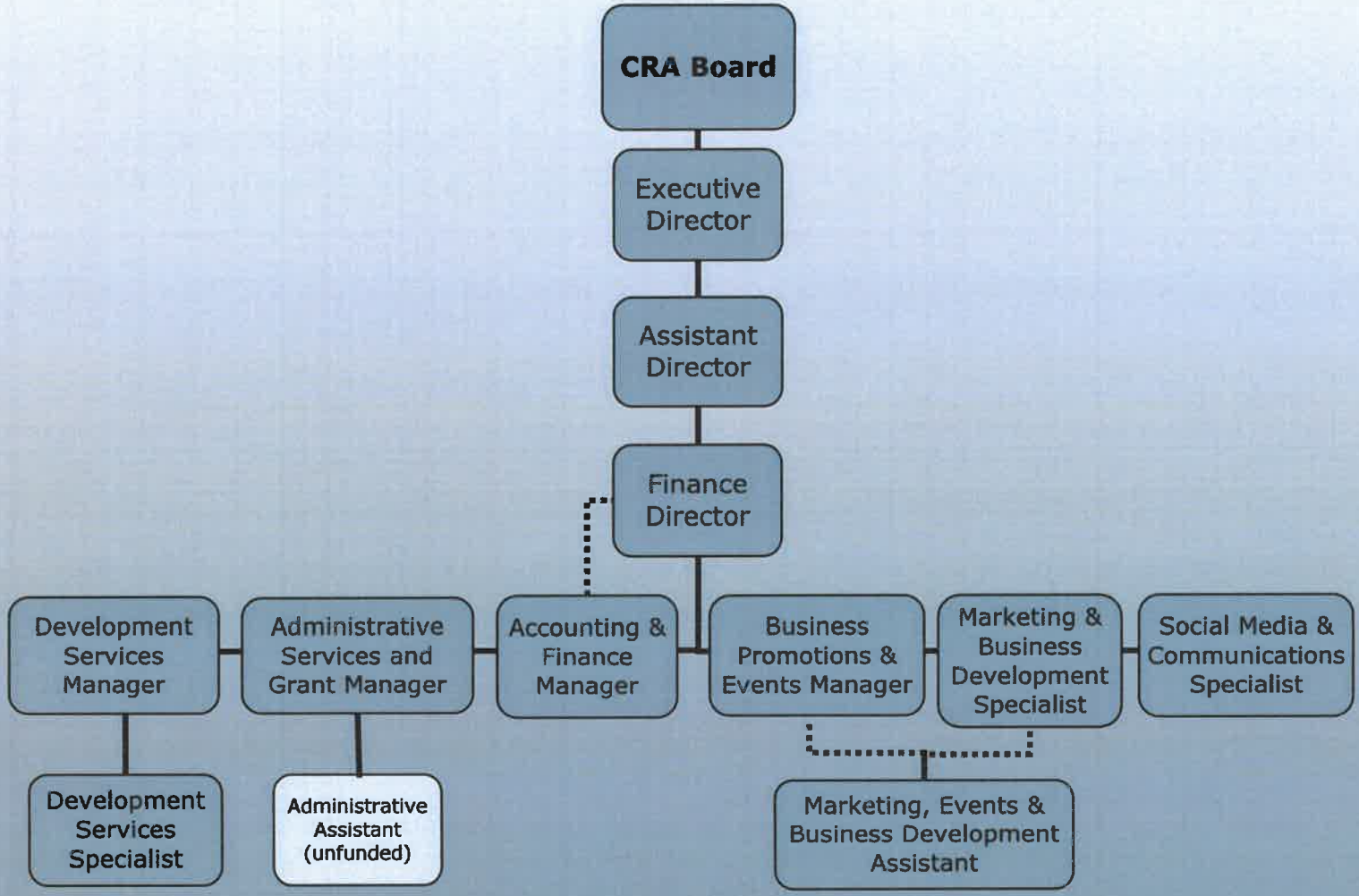
(a) Funded the Development Sevice Specialist position in FY 19-20

CRA Neighborhood Policing Program - FY 2019-2020				
Category	**Quantity**	**Actual Cost per Unit**	**Subtotal**	**Notes**
Personnel				
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)	1	$ 58,543	$ 58,543	Salary, Education Incentive (AVG)
Officer Benefits-Pension (NEW)	1	$ 28,050	$ 28,050	Pension (AVG)
Officer Benefits (NEW)	1	$ 13,005	$ 13,005	Healthcare, Dental, Vision, FICA (AVG)
(Civilian) Salary & Incentive Community Service Officer (NEW)	1	$ 34,000	$ 34,000	Salary, Education Incentive (AVG)
(Civilian) Benefits-Pension (NEW)	1	$ 11,501	$ 11,501	Pension (AVG)
(Civilian) Benefits (NEW)	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			$ 84,058	
			$ 441,847	**Personnel Costs Total**
Equipment				
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 - As needed	1	$ 2,000	$ 2,000	As needed & approved
Community Events/Promotions	1	$ 2,000	$ 2,000	Youth Programs
Vehicle Prefunding	4	$ 6,413	$ 25,653.40	FY19/20 Interceptors
Vehicle Maintenance	4	$ 3,400	$ 13,600.00	Fuel, maintenance
			$ 49,853	**Equipment Costs Total**
Office Expenses				
Cell Phones Service Plan	5	$ 675	$ 2,700	$56.25/mo for staff
Office Supplies / Misc Supplies	1	$ 1,000	$ 1,000	Paper, Pens etc. (includes printer/ copier)
Office Electric, Cable/ Internet, water/sewage	12	$ 500	$ 6,000	Monthly operating costs
Office Space Monthly Maintenance	12	$ 650	$ 7,800	Monthly Maint. Ocean Palm Plaza
Office Cleaning	1	$ 1,500	$ 1,500	Previously used City Clearning Crew (Barbara)
Office Buildout Supples	1	$ 4,000	$ 4,000	security cameras, alarm, tv's
Office Furniture	4	$ 1,800	$ 7,200	desks/locker/cabinets
Computer equipment	4	$ 2,500	$ 5,000	laptop/docking station
Training	4	$ 1,500	$ 6,000	CPTED, CSO academy
			$ 41,200	**Office Expenses Total**
Total Proposed Program Expenses			**$ 532,900**	

ILA Amount for FY 19-20 $ 532,900

NOTE: 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.

Boynton Beach CRA Organization Chart FY 2019—2020



CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Informational items by Members of the City Commission

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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
Announcement of recent state and national marketing and event awards.

The state awards will be announced by Suzanne Neve, Chief Executive Officer of the Florida Festivals and Events Association.

The national awards will be announced by Eleanor Krusell, Public Communications & Marketing Director.

EXPLANATION OF REQUEST:
The City received 7 SUNsational Awards from the Florida Festivals & Events Association (FFEA) for its Civic Center Demo Event (3), 4th of July Independence Day 2018 (2) and Brightline Quiet Zones PR/Media Campaign (1).

The City of Boynton Beach also received the "Most Innovative" Award for its "Town Square - Six Events in Six Days" events. Voted on by its peers, this annual award is given to one member in the State of Florida for its creative approach and execution of an event.

The City received 3 national awards from the City-County Communications and Marketing Association (3CMA), a national organization of over 1,000 members. Of the 704 entries submitted and judged, the City received awards for its Calendar, Hoover is Happy Social Media Campaign (Most Creative Activity with Least Dollar Spent) and its Civic Center Demo (Special Events - One Time Event).

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City receives national, state, and local press coverage and recognition through these associations. The awards will be posted on the City's website.

FISCAL IMPACT: Budgeted

ALTERNATIVES: Do not announce the City's recent state and national marketing and event awards.

STRATEGIC PLAN: Redevelop Downtown, Building Wealth in the Community, Boynton Beach Branding

STRATEGIC PLAN APPLICATION: These state and national awards confirm that the City of Boynton Beach is an innovate and unique municipality and one that seeks creative collaboration and community partnerships when planning, promoting and producing its marketing initiatives and events.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Announcement by Laura Lansburgh, Marketing Manager, about the City's Baby Safety Expo.

EXPLANATION OF REQUEST:
The City is hosting a Baby Safety Expo on Monday, September 23 from 10:00 a.m. - 12:00 p.m. at the Schoolhouse Children's Museum, 129 East Ocean Avenue.

This free, family friendly Expo includes water safety tips, basic first-aid information, car seat installations and safety checks, infant safe sleep guidelines, and kidprint ID cards.

Participants include Healthy Mothers, Healthy Babies of Palm County, Florida Department of Highway Safety & Motor Vehicles, Inspire Chiropractic, and the Boynton Beach Police Department, Boynton Beach Fire Rescue, Recreation & Parks Department and the Boynton Beach City Library, all of whom will be providing important safety tips.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
City Departments will be participating in the Expo.

The Expo was strategically planned at the Schoolhouse Children's Museum to remind the community that it is open for business during Town Square Construction.

The Expo will bring a "hard to count" population to the forefront, where the City, along with a representative from the US Census Bureau, will inform parents about the importance of counting their children in the upcoming 2020 Census, which will result in a greater Census response.

FISCAL IMPACT: Budgeted
The Public Communications and Marketing Department will assume the minimal expenses for the Baby Expo. 2020 Census expenses are included in the FY19-20 budget.

ALTERNATIVES:
Do not make an announcement about the Baby Safety Expo.

STRATEGIC PLAN: Redevelop Downtown, Boynton Beach Branding

STRATEGIC PLAN APPLICATION:
The Baby Safety Expo will help brand the City as one that cares about its residents by offering important safety advice, while highlighting one of the City's prized amenities, the Schoolhouse Children's Museum in Downtown Boynton.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	19 - Baby Expo & Count Your Kids Postcard

BABY SAFETY EXPO

FREE Event! FREE Museum Admission!

Monday, September 23
10 am – 12 pm

Schoolhouse Children's
MUSEUM & LEARNING CENTER

129 East Ocean Avenue, Boynton Beach

- Car seat safety checks & installations
- Safe sleep information
- Basic first aid tips
- Giveaways
- Neighborhood safety
- Raffle + more!

CITY OF BOYNTON BEACH

We Make Life Fun! Boynton Beach Recreation & Parks Department

United States® Census 2020

BOYNTON BEACH FIRE EST. 1924

Boynton-Beach.org/Baby • Questions? Call 561-742-6010 • Call 561-742-6241 for ADA Assistance

DON'T FORGET TO COUNT YOUR KIDS!

United States® Census 2020

CITY OF BOYNTON BEACH

April 1, 2020 is U.S. Census Day.

Every ten years, around Census Day, the United States Census Bureau counts the number of individuals living in each community; this data is used to determine the distribution of federal funds to state and local governments.

The City will receive approximately $1,600 per person per year for ten years for each individual counted, to be utilized for programs such as:

- Head Start
- Children's Health Insurance Program (CHIP)
- Temporary Assistance for Net Families (TANF)

A Census form will arrive in your mailbox in March with instructions on how to respond. You may respond online, by phone or by mail. Computers are available at the City Library. Questions? Call 561-742-6010.

Learn more • Boynton-Beach.org/Census

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Quarterly update by Laura Lansburgh, Marketing Manager, about the City's Census Marketing Efforts over the past quarter.

EXPLANATION OF REQUEST:
2020 Census Day is April 1, 2020. A City Team has been working diligently to create awareness of the upcoming Census.

Laura Lansburgh, Marketing Manager, will update and inform the Commission and the community about the City's Census outreach efforts over the past quarter.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Every decade, the U.S. Census Bureau counts America's population and uses the data to distribute $675 billion of federal funding to states and communities each year. It is estimated that for every individual counted in the 2020 Census, the City will receive $1,600 per person per year over a ten year period.

FISCAL IMPACT: Budgeted The Public Communications and Marketing Department will assume the minimal expenses for the Baby Expo. 2020 Census expenses are included in the FY19-20 budget.

ALTERNATIVES: Do not make an announcement with an update about the outreach efforts for the 2020 Census.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION: It is estimated that for every individual counted in the 2020 Census, the City will receive $1,600 per person per year over a ten year period.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	19 - Census Poster
Addendum	19 - Census Postcard (General)
Addendum	19 - Census Postcard (Kids)

Everyone Counts

Todo el mundo cuenta • Tout moun konte

CITY OF BOYNTON BEACH

United States® Census 2020

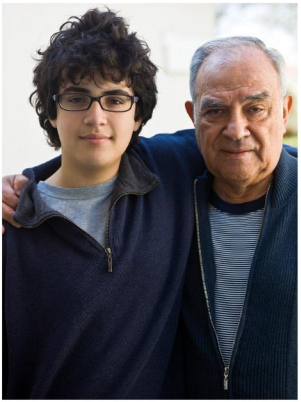
Shape Your Future with Palm Beach County CENSUS 2020

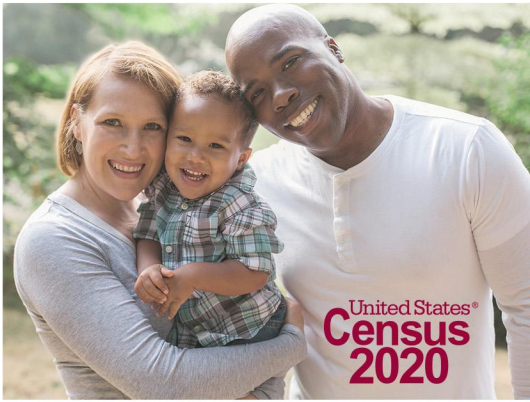
Learn more • Aprende mas • Aprann plis

Boynton-Beach.org/Census

Everyone Counts

Todo el mundo cuenta • Tout moun konte





Learn more • Aprende mas • Aprann plis

Boynton-Beach.org/Census

DON'T FORGET TO COUNT YOUR KIDS!

United States® Census 2020

CITY OF BOYNTON BEACH

April 1, 2020 is U.S. Census Day.

Every ten years, around Census Day, the United States Census Bureau counts the number of individuals living in each community; this data is used to determine the distribution of federal funds to state and local governments.

The City will receive approximately $1,600 per person per year for ten years for each individual counted, to be utilized for programs such as:

- Head Start
- Children's Health Insurance Program (CHIP)
- Temporary Assistance for Net Families (TANF)

A Census form will arrive in your mailbox in March with instructions on how to respond. You may respond online, by phone or by mail. Computers are available at the City Library. Questions? Call 561-742-6010.

Learn more • Boynton-Beach.org/Census

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Mayor Steven B. Grant to proclaim September as Deaf Awareness Month in the City of Boynton Beach. Beth Wagmeister, Deaf Advocate, to accept the proclamation.

EXPLANATION OF REQUEST:

September is nationally recognized at Deaf Awareness Month.

- Ninety-three percent of deaf children are born into Hearing families, only seven percent are born into deaf families.
- American Sign Language is the third most widely used language in the United States.
- Deaf people do not feel that they are disabled in any way, where in fact we must recognize that deaf people can do anything except hear.
- 466 million people worldwide have a disabling hearing loss and 48 million Americans have significant hearing loss.

We believe Boynton Beach's Deaf, Deafblind, Hard of Hearing & Late Deafened individuals should have the same access to many benefits and opportunities available to live, work, play and communicate in Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Accommodations are made for the inclusion of individuals with disabilities in all City programs, services and activities.

FISCAL IMPACT: N/A

ALTERNATIVES: Not read the proclamation

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Deaf Awareness Month Proclamation

City of Boynton Beach

Proclamation

Whereas, ninety-three percent of deaf children are born into Hearing families, only seven percent are born into deaf families.

Whereas, American Sign Language is the third most widely used language in the United States.

Whereas, Deaf people do not feel that they are disabled in any way, where in fact we must recognize that deaf people can do anything except hear.

Whereas, 466 million people worldwide have a disabling hearing loss and 48 million Americans have significant hearing loss of these almost 6 million are profoundly deaf.

Whereas, to learn more about the types of educational programs and support services that are available to deaf and hard of hearing children.

Whereas, we believe Boynton Beach's Deaf, Deafblind, Hard of Hearing & Late Deafened individuals should have the same access to many benefits and opportunities available to live, work, play and communicate in Boynton Beach,

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of September, as:

Deaf Awareness Month

and encourage all residents of the community to support this worthy endeavor.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 17th day of September, Two Thousand Nineteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Crystal Gibson
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
Per the request of the City Commission, Craig Clark, Library Director, will provide an update to the City Commission on our library services and programs.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards.

EXPLANATION OF REQUEST: A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Appointments are necessary to keep our Advisory Board full and operating as effectively as possible.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Appointments 09-17-19

APPOINTMENTS AND APPLICANTS FOR SEPTEMBER 17, 2019

Building Board of Adjustments and Appeals

IV	Penserga	Reg	2 yr term to 12/20 (Tabled 2)
Mayor	Grant	Alt	2 yr term to 12/20
I	Katz	Alt	2 yr trm to 12/19

Applicants

None

Education and Youth Advisory Board

I	Katz	STU NV	2 yr term to 12/19 (Tabled 3)
III	Romeus	STU	2 yr term to 12/20

Applicants

None

Historic Resources Preservation Board

Mayor	Grant	Alt	2 yr term to 12/20 (Tabled 3)

Applicants

None

Library Board

II	McCray	Alt	2 yr term to 12/20 (Tabled 3)
III	Romelus	Reg	2 yr term to 12/19 (Tabled 2)

Applicants

None

Senior Advisory Board

III	Romelus	Alt	2 yr term to 12/20
IV	Penserga	Reg	2 yr term to 12/20
Mayor	Grant	Reg	2 yr term to 12/19

Applicants

None

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R19-096 - Authorize the Mayor to sign the application and agreement for Library State Aid to Public Libraries Grant for FY2019-2020.

EXPLANATION OF REQUEST:
The State requires that each year, the City Commission authorize the Grant Application and Agreement for State Aid to Public Libraries. Final grant award is based on FY2017-2018 City of Boynton Beach funds expended for Library Services ($2,531,987). Final grant award, which is estimated to be $61,576, will be announced in February 2020 and is based on State Legislature approval of State Aid Fund allocation to Libraries in the State of Florida

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Approval will qualify the Library to receive a State Aid Grant which is an incentive program designed to encourage communities to provide adequate local funding to support library service. These grant funds will help purchase future library technology equipment.

FISCAL IMPACT:
Non-budgeted State Aid Grants are operational grants that bring additional library resources to the community. Grants formulas are based on local funds invested in library service. The more local money spent of Library Services, the higher the grant amounts.

ALTERNATIVES:
Do not approve and eliminate the Library from the State Aid Grant Program.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: $61,576

ATTACHMENTS:

Type	Description
Resolution	Resolution approving State Aid to Libraries Grant Application and Agreement
Attachment	FY19/20 State Aid Agreement

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE GRANT APPLICATION AND STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND FLORIDA DEPARTMENT OF STATE FOR THE FISCAL YEAR 2019-2020; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida requires that the City of Boynton Beach authorize the Grant Application and Agreement for Library State Aid each year; and

WHEREAS, final grant award is based on FY 2017-2018 City of Boynton Beach funds expended for Library Services and will be announced in February, 2020 and is based on State Legislature approval of State Aid Fund allocation to libraries in the State of Florida; and

WHEREAS, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to authorize the Mayor to sign the State Aid to Libraries Grant Application and Agreement with the Florida Department of State, Division of Library and Information Services for the Fiscal Year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the State Aid to Libraries Grant Application and Agreement with Florida Department of State, Division of Library and Information Services for

the Fiscal Year 2019-2020, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND City of Boynton Beach for and on behalf of Boynton Beach City Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the City of Boynton Beachfor and on behalf of Boynton Beach City Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2019-20 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes.* By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.**This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated

   a) The Grantee shall perform the following **Scope of Work**:

   In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2017 - September 30, 2018.

   In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2017 through June 30, 2020. The Grantee shall:

   - Have a single administrative head employed full time by the library's governing body;
   - Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
   - Provide access to materials, information and services for all residents of the area served; and
   - Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

   b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to

be awarded.

Payment 1, Deliverable/Task 1

Payment will be an advance in the amount of 100% of the grant award for the period October 1, 2017 through June 30, 2020. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2017 - September 30, 2018;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2017 - September 30, 2018 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2017 to June 30, 2020, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2017) and concludes with the end of the State of Florida's current fiscal year (June 30, 2020).

3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2017 – September 30, 2018) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State

R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Tiffany Pagan
Boynton Beach City Library
115 North Federal Highway Boynton Beach Florida 33435
Phone: 561.742.6380
Email: PaganT@bbfl.us

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2019-20 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be an advance in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

   The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements,

information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (dated February, 2011), incorporated by reference, which are available online at myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (dated February, 2011) (myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.), incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other

records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

    b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

    c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;

    d) The name of the account(s) must include the grant award number;

    e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

    f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.**The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

    a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

    b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

    c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

    d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is

understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section18, Noncompliance.

26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

a) Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

b) Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of April 2019)), incorporated by reference).

37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Florida Single Audit Act Requirements (Attachment A)
c) Fiscal Year 2019-20 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:	**Department of State**
By: _____	By: _____
Chair of Governing Body or Chief Executive Officer	
Steven Grant, Mayor	Amy Johnson, Director Division of Library and Information Services Department of State, State of Florida
Typed name and title	Typed name and title
_____	_____
Date	Date
_____	_____
Clerk or Chief Financial Officer	Witness
Crystal Gibson, City Clerk	_____
Typed name and title	Date
_____	
Date	

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
   A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:
Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B
Fiscal Year 2019-20 State Aid to Libraries Final Grants

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-097 - Accept the transfer of all assets from the Quantum Park Overlay Development District for ownership by the City.

EXPLANATION OF REQUEST:
The main function of the Quantum Park Overlay Dependent District (QPODD or District) is to operate and maintain public infrastructure within the District. In 2012, by interlocal agreement (Resolution R12-066), the City of Boynton Beach accepted the road rights of ways containing; roadway pavements, sidewalks, vegetation and irrigation system, street lighting and roadway stormwater collection systems for maintenance. The remaining infrastructure (outside the road Rights of way) that is maintained by the District includes; the stormwater treatment facilities (ponds), which includes the water bodies, associated piping and appurtenances (Irrigation pumps, pond aerators, power/control feeds, water level control structures) located within common area easements within the property.

The District Board declared all of the remaining assets as surplus and has offered the assets to the City for ownership and maintenance responsibilities. Staff has reviewed the condition of the assets and developed a plan to maintain these assets. The remaining assets consists mainly of the stormwater management facilities for the area and based on field inspections, appear to be in good condition. Staff has identified approximately $50,000 of work that should be performed prior to full acceptance of the systems. This work should be funded by the Board but the City can perform the work. The acceptance of the assets also includes the requirement for the District Board to fund the repair of assets.

Staff recommends approval of the transfer of assets.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City is already responsible for the roadway system. This additional work will not impact any current services.

FISCAL IMPACT: Budgeted
Based on staff's review of current operating costs by the Board, there is an estimated increase of $50,000 of maintenance that will be incurred by the Stormwater Division in the Utility Department. The City currently collects approximately $300,000 in stormwater utility fees from properties within the park and have included these additional costs in the 2019-2020 Utility operating budget.

ALTERNATIVES: Do not accept the assets and allow the District Board to continue maintenance responsibility of the assets.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving the acceptance of transfer of ownership of the remaining assets from the Quantum Park Overlay Dpendment District to the City
Attachment	Legal Descriptions and Property Information
Attachment	Asset Condition and Cost Staff Report

RESOLUTION NO. R19-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ACCEPTANCE OF THE TRANSFER OF ALL ASSETS FROM THE QUANTUM PARK OVERLAY DEVELOPMENT DISTRICT FOR OWNERSHIP BY THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; In 2012, by Interlocal Agreement the City of Boynton Beach accepted the road rights of ways containing; roadway pavements, sidewalks, vegetation and irrigation system, street lighting and roadway stormwater collection systems for maintenance; and

WHEREAS, the remaining infrastructure (outside the road Rights of way) that is maintained by the District includes; the stormwater treatment facilities (ponds), which includes the water bodies, associated piping and appurtenances (Irrigation pumps, pond aerators, power/control feeds, water level control structures) located within common area easements within the property; and

WHEREAS, the District Board declared all of the remaining assets as surplus and has offered the assets to the City for ownership and maintenance responsibilities; and

WHEREAS, the acceptance of the assets also includes the requirement for the District Board to fund the repair of assets; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the acceptance of the transfer of all remaining assets from the Quantum Park Overlay Dependent District for ownership by the City of Boynton Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the acceptance of the transfer of all remaining assets from the Quantum Park Overlay Dependent District for ownership by the City of Boynton Beach.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

PARID	OWNER	ADDRESS ADDRESS2	ADDRESS3	ACRES	ASSESSED
08434516290110000	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	7.3175	2195
08434516290260000	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	1.373	412
08434516300010010	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	3.3544	1006
08434516300130000	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	22.13	6641
08434516330000710	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	14.3001	2254153
08434517060010000	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	4.4	1322
08434517070000151	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	3.1404	942
08434517070090000	QUANTUM PARK OVERLAY DEPENDENT DIST	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	10.3779	3113
08434517090000343	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	6.5801	1974
08434517090000930	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	25.7011	4051172
08434517090100000	QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A	PALM BEACH GARDENS FL 33410-5207	9.9556	2987

PAPA Banner

Location Address	
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-16-29-011-0000
Subdivision	QUANTUM PK AT BOYNTON BCH PL 5
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PK AT BOYNTON BCH PL 5TRS K & S K/A WATER MGMT

Owners

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Mailing address

2501 BURNS RD STE A

PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
MAR-1994	$10	8158 / 01315	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0	**Acres**	7.3175
Use Code	9500 - RIVER/LAKES	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)		

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$2,195	$2,195	$2,195
Total Market Value	$2,195	$2,195	$2,195

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$2,195	$2,195	$2,195
Exemption Amount	$2,195	$2,195	$2,195
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

This is not a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 57[illegible]
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

This is not a certified copy

FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

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Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

Instrument is illegible for clarity

THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.605 ACRES, MORE OR LESS.

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PAPA Banner

Location Address	
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-16-29-026-0000
Subdivision	QUANTUM PK AT BOYNTON BCH PL 5
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PK AT BOYNTON BCH PL 5TR Z

Owners	**Mailing address**
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
NOV-1999	$16,700	11452 / 01911	QUIT CLAIM	QUANTUM COMMUNITY DEV DISTRICT

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0	**Acres**	1.3730
Use Code	9500 - RIVER/LAKES	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)		

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$412	$412	$412
Total Market Value	$412	$412	$412

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$412	$412	$412
Exemption Amount	$412	$412	$412
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

This is not a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 575569
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

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FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

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Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

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THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING,

CONTAINING 7.605 ACRES, MORE OR LESS.

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PAPA Banner

Location Address	2700 QUANTUM LAKES DR
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-16-30-001-0010
Subdivision	QUANTUM PK AT BOYNTON BCH PL 6
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PK AT BOYNTON BCH PL 6 TRS A-1 & A-2 A/K/A ESMT TRS

Owners

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Mailing address

2501 BURNS RD STE A

PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
APR-2002	$1	13650 / 00052	WARRANTY DEED	QUANTUM COMMUNITY DEV DIST

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units ***Total Square Feet** 0 **Acres** 3.3544

Use Code 9500 - RIVER/LAKES **Zoning** -

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$1,006	$1,006	$1,006
Total Market Value	$1,006	$1,006	$1,006

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$1,006	$1,006	$1,006
Exemption Amount	$1,006	$1,006	$1,006
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

This is not a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 575569
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

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FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

Instrument is illegible as received.

THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.605 ACRES, MORE OR LESS.

Electronically Recorded Official Copy

PAPA Banner

Location Address	
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-16-30-013-0000
Subdivision	QUANTUM PK AT BOYNTON BCH PL 6
Official Records Book	24359 **Page** 1304
Sale Date	JAN-2011
Legal Description	QUANTUM PK AT BOYNTON BCH PL 6 TRS M, P & Q (LESS PB94P176) K/A WATER MGMT

Owners

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Mailing address

2501 BURNS RD STE A

PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JAN-2011	$10	24359 / 01304	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
MAR-1994	$10	8158 / 01315	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0	**Acres**	22.1365
Use Code	9500 - RIVER/LAKES	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)		

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$6,641	$6,641	$6,641
Total Market Value	$6,641	$6,641	$6,641

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$6,641	$6,641	$6,641
Exemption Amount	$6,641	$6,641	$6,641
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

WC-70
Prepared By and Return To:
Bernard A. Conko, Esquire
Cohen, Norris, Scherer & Weinberger
712 U. S. Highway One
North Palm Beach, Florida 33408

PCN: 08-43-45-16-30-002-0000

CFN 20110050699
OR BK 24359 PG 1304
RECORDED 02/10/2011 15:53:23
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1304 - 1306; (3pgs)

This is a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 20th day of January, 2011, by QUANTUM COMMUNITY DEVELOPMENT DISTRICT, a Florida Independent Special District, hereinafter called the Grantor, to QUANTUM PARK OVERLAY DEPENDENT DISTRICT, a Florida Dependent Special District, hereinafter called the Grantee whose address is c/o Special District Services, Inc., 2501-A Burns Road, Palm Beach Gardens, FL 33410.

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all those certain parcels of land situated in Palm Beach County, Florida, and more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

SUBJECT TO restrictions, reservations, covenants and easements of record, if any, to the extent that same are valid and enforceable.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor and none other.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

print name Richard R. Ellington

print name Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT, a Florida Independent Special District

BY: _____
Allen I. Slaman, Chairman

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of January 2011, by Allen I. Slaman, as Chairman of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, a Florida Independent Special District, on behalf of the District. He is personally known to me or has produced _____ as identification.

BERNARD A. CONKO
MY COMMISSION # EE13104
EXPIRES: July 29, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Notary Signature
Printed Notary Name:
My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

This is not a certified copy

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.52 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12" EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH

39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.605 ACRES, MORE OR LESS.

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PAPA Banner

Location Address	HIGH RIDGE RD
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-16-33-000-0710
Subdivision	QUANTUM PARK AT BOYNTON BEACH PL 9
Official Records Book	30491 **Page** 275
Sale Date	MAR-2019
Legal Description	0UANTUM PARK AT BOYNTON BEACH PL 9 LT 71

Owners

OLEN PROPERTIES CORP

Mailing address

7 CORPORATE PLAZA DR

NEWPORT BEACH CA 92660 7904

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAR-2019	$10	30491 / 00275	WARRANTY DEED	OLEN PROPERTIES CORP
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
MAR-1994	$1,886,500	08158 / 01306	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT

Exemption Applicant/Owner	Year	Detail
OLEN PROPERTIES CORP	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0
Acres	14.3001		
Use Code	8000 - DISTRICTS	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)

Tax Year	2018	2017	2016
Improvement Value	$1,887	$1,835	$1,875
Land Value	$2,252,266	$2,252,266	$2,145,015
Total Market Value	$2,254,153	$2,254,101	$2,146,890

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$2,254,153	$2,165,184	$1,968,349
Exemption Amount	$2,254,153	$2,165,184	$1,968,349
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20190099859
OR BK 30491 PG 275
RECORDED 03/22/2019 08:46:52
Palm Beach County, Florida
AMT 10.00
DEED DOC 0.70
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0275-0278; (4Pgs)

Prepared by:
Sachs Sax Caplan, PL
6111 Broken Sound Pkwy NW #200
Boca Raton, FL 33487
561-994-4499

Parcel Identification No. 08-43-45-16-33-000-0710

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[Space Above This Line For Recording Data]

Special Warranty Deed

This Indenture made this 19 day of March, **2019** between QUANTUM PARK OVERLAY DEPENDENT DISTRICT, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410, grantor*, and OLEN PROPERTIES CORP., a Florida corporation, whose post office address is 7 Corporate Plaza, Newport Beach, CA 92660, grantee*,

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

> **All of Lot 71, Quantum Park At Boynton Beach, P.I.D., Plat No. 9, according to the plat thereof, as recorded in Plat Book 80, Page 32, of the Public Records of Palm Beach County, Florida.**

SUBJECT TO all restrictions, reservations and easements of record, if any; zoning restrictions and prohibitions imposed by governmental authority, and taxes for the years subsequent to 2019 not yet due and payable.

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD, the same in fee simple forever;

And that grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to convey said land; that grantor hereby fully warrants the title to said land, during its ownership of the same as Quantum Park Overlay Dependent District, and will defend the same against the lawful claims of all persons claiming by, through or under grantor, as Quantum Park Overlay Dependent District only but against none other. For purposes of clarifying the preceding, grantor would not be liable for defending any claims arising from or relating to a period of time (i) prior to Quantum Park Overlay Dependent District's ownership of the land or (ii) after the transfer of the land to grantee.

* "grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has executed under seal this Special Warranty Deed on the day and year first written above.

Signed, sealed and delivered
in the presence of:

Witnesses:

GRANTOR:

QUANTUM PARK OVERLAY DEPENDENT DISTRICT, a dependent special district created pursuant to Chapter 189, Florida Statutes

Candace Walls

Print Name: Candace Walls

By: Colin D Graff
Printed Name: Colin D Graff
Its: Chairman

Pamela Wohler

Print Name: Pamela Wohler

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was executed, acknowledged, and delivered before me this 14th day of March, 2019, by Colin Graff as Chairman of QUANTUM PARK OVERLAY DEPENDENT DISTRICT, a dependent special district created pursuant to Chapter 189, Florida Statutes, on behalf of the district. He/She:

- [X] is personally known to me OR
- [ ] produced a Florida driver's license as identification OR
- [ ] produced _____ as identification.

Seal

Catherine Cherry-Guberman
Notary Public
Print Name: _____
My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
CATHERINE CHERRY-GUBERMAN
MY COMMISSION # GG 009932
EXPIRES: June 12, 2020
Bonded Thru Budget Notary Services

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RESOLUTION NO. 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUANTUM PARK OVERLAY DEPENDENT DISTRICT DESIGNATING LOT 71 WITHIN QUANTUM PARK AS SURPLUS AND NO LONGER NEEDED FOR DISTRICT PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

This is a Certified Copy

WHEREAS, the Board of Supervisors of the Quantum Park Overlay Dependent District owns and maintains the Lot 71 Sand Pine Preserve within Quantum Park; and

WHEREAS, pursuant to Quantum Park Overlay Dependent District Resolution 2019-01, if it is determined that any District owned real property is no longer needed for a District purpose, said real property may be disposed of in any lawful manner which the Board of Supervisors deems to be in the best interest of the District and its landowners; and

WHEREAS, the Board of Supervisors of the Quantum Park Overlay Dependent District has determined that Lot 71, is surplus property and no longer needed for District purposes; and

WHEREAS, the Board of Supervisors of the Quantum Park Overlay Dependent District has determined that it is in the best interest of the District and its landowners to dispose of Lot 71 pursuant to that Settlement Agreement dated January 17, 2018, which was approved for the purpose of settling Case No.: 50 2015 CA 001721 (AJ) (the "District lawsuit"); Case No.: 50 2015 CA 011695 (AJ) (the "Bert Harris lawsuit"); and Case No.: 50 2016 CA 005668 (AA) (the "Easement lawsuit"); and

WHEREAS, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE QUANTUM PARK OVERLAY DEPENDENT DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. Lot 71, the Sand Pine Preserve property, as more particularly described and depicted in **Exhibit A** attached hereto, is hereby designated as surplus and no longer needed for any District purpose.

PASSED, ADOPTED and becomes EFFECTIVE this 21st day of February, 2019.

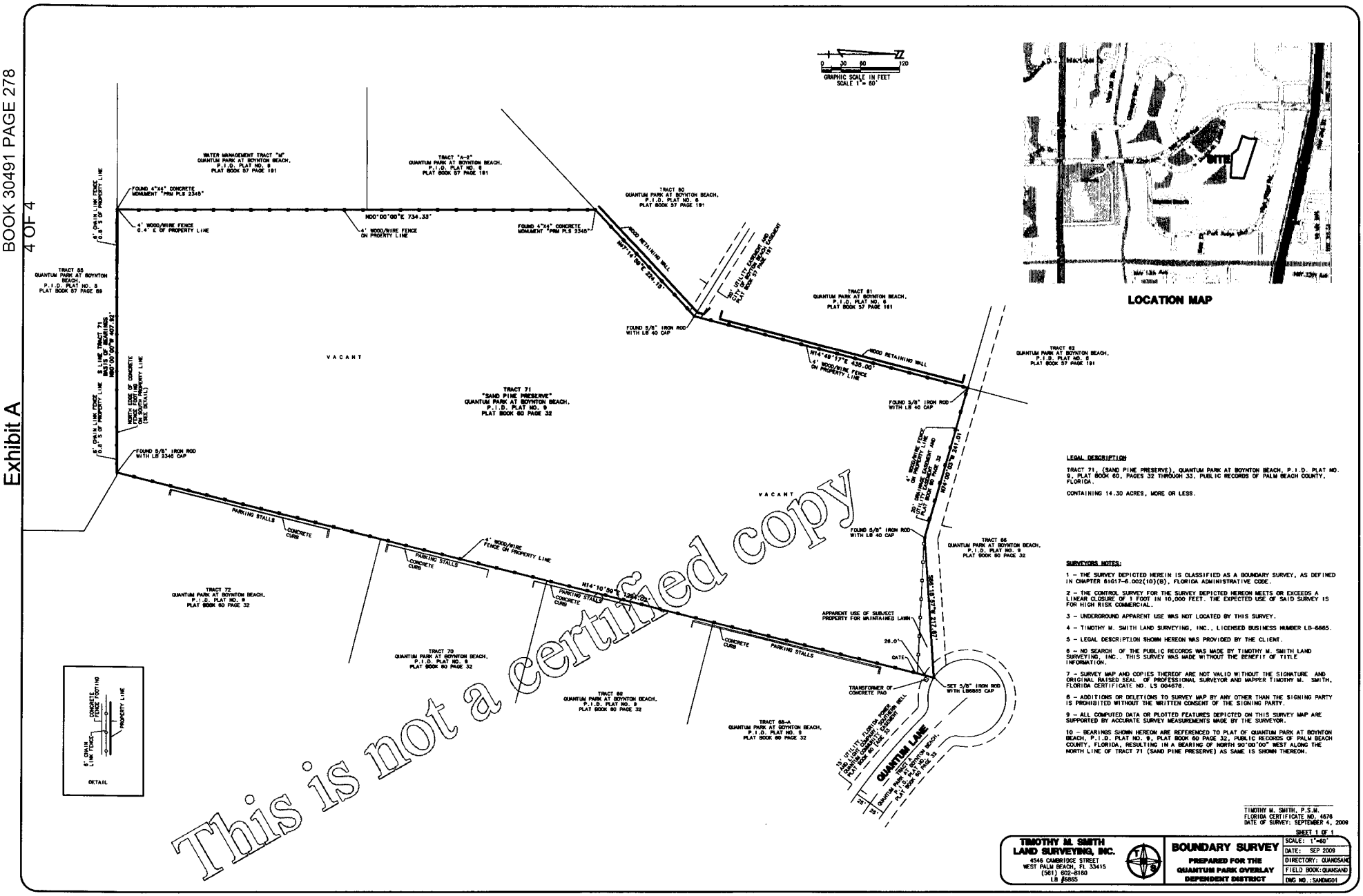
ATTEST:

By: _____
Secretary/Assistant Secretary

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

By: _____
Chairperson/Vice Chairperson

Exhibit A



LOCATION MAP

LEGAL DESCRIPTION

TRACT 71, (SAND PINE PRESERVE), QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32 THROUGH 33, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 14.30 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1 - THE SURVEY DEPICTED HEREIN IS CLASSIFIED AS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 61G17-6.002(10)(B), FLORIDA ADMINISTRATIVE CODE.

2 - THE CONTROL SURVEY FOR THE SURVEY DEPICTED HEREON MEETS OR EXCEEDS A LINEAR CLOSURE OF 1 FOOT IN 10,000 FEET. THE EXPECTED USE OF SAID SURVEY IS FOR HIGH RISK COMMERCIAL.

3 - UNDERGROUND APPARENT USE WAS NOT LOCATED BY THIS SURVEY.

4 - TIMOTHY M. SMITH LAND SURVEYING, INC., LICENSED BUSINESS NUMBER LB-6865.

5 - LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.

6 - NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY TIMOTHY M. SMITH LAND SURVEYING, INC.. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF TITLE INFORMATION.

7 - SURVEY MAP AND COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF PROFESSIONAL SURVEYOR AND MAPPER TIMOTHY M. SMITH, FLORIDA CERTIFICATE NO. LS 004676.

8 - ADDITIONS OR DELETIONS TO SURVEY MAP BY ANY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

9 - ALL COMPUTED DATA OR PLOTTED FEATURES DEPICTED ON THIS SURVEY MAP ARE SUPPORTED BY ACCURATE SURVEY MEASUREMENTS MADE BY THE SURVEYOR.

10 - BEARINGS SHOWN HEREON ARE REFERENCED TO PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60 PAGE 32, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF NORTH 90°00'00" WEST ALONG THE NORTH LINE OF TRACT 71 (SAND PINE PRESERVE) AS SAME IS SHOWN THEREON.

TIMOTHY M. SMITH, P.S.M.
FLORIDA CERTIFICATE NO. 4676
DATE OF SURVEY: SEPTEMBER 4, 2009

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TIMOTHY M. SMITH
LAND SURVEYING, INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
(561) 602-8160
LB #6865

BOUNDARY SURVEY
PREPARED FOR THE
QUANTUM PARK OVERLAY
DEPENDENT DISTRICT

SHEET 1 OF 1
SCALE: 1"=60'
DATE: SEP 2009
DIRECTORY: QUANDSANE
FIELD BOOK: QUANSAND
DWG NO.: SANDMCD1

PAPA Banner

Location Address	
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-17-06-001-0000
Subdivision	QUANTUM PK AT BOYNTON BCH PL 1
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PK AT BOYNTON BCH PL 1TH PT OF LT 1-A K/A LAKE TR A (LESS LIFT STATION SITE)

Owners	**Mailing address**
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
MAR-1994	$203,900	08158 / 01313	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0	**Acres**	4.4061
Use Code	9500 - RIVER/LAKES	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)		

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$1,322	$1,322	$1,322
Total Market Value	$1,322	$1,322	$1,322

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$1,322	$1,322	$1,322
Exemption Amount	$1,322	$1,322	$1,322
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 575569
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

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FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

Instrument is illegible for clarity

THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.605 ACRES, MORE OR LESS.

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PAPA Banner

Location Address	
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-17-07-000-0151
Subdivision	QUANTUM PK AT BOYNTON BCH PL 2
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PK AT BOYNTON BCH PL 2LTS 15-A & 16-A OF TR H

Owners

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Mailing address

2501 BURNS RD STE A

PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
APR-2002	$1	13650 / 00052	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT
JUN-1998	$100	10540 / 00051	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0	**Acres**	3.1404
Use Code	9500 - RIVER/LAKES	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)		

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$942	$942	$942
Total Market Value	$942	$942	$942

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$942	$942	$942
Exemption Amount	$942	$942	$942
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

This is not a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 575569
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

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FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

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Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

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THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING,

CONTAINING 7.605 ACRES, MORE OR LESS.

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PAPA Banner

Location Address	
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-17-07-009-0000
Subdivision	QUANTUM PK AT BOYNTON BCH PL 2
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PARK AT BOYNTON BEACH PL 2 TRS I & W

Owners

QUANTUM PARK OVERLAY DEPENDENT DIST

Mailing address

2501 BURNS RD STE A

PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DIST
MAR-1994	$10	8158 / 01315	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DIST	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0	**Acres**	10.3779
Use Code	9500 - RIVER/LAKES	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)		

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$3,113	$3,113	$3,113
Total Market Value	$3,113	$3,113	$3,113

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$3,113	$3,113	$3,113
Exemption Amount	$3,113	$3,113	$3,113
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

This is not a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 57[illegible]
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

This is not a certified copy

FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

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THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.605 ACRES, MORE OR LESS.

Electronically Recorded Official Public Records Tarrant County Texas 2008 Feb 08 08:00 AM Fee: 20.00 D208045836 Certified copy

PAPA Banner

Location Address	NW 22ND AVE
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-17-09-000-0343
Subdivision	QUANTUM PARK AT BOYNTON BEACH PL 3
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PARK AT BOYNTON BEACH PL 3 LT 34-C

Owners

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Mailing address

2501 BURNS RD STE A

PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
MAR-2002	$1,638,000	13556 / 00049	WARRANTY DEED	QUANTUM COMMUNITY DEV DIST
MAR-2000	$2,992,900	11646 / 00506	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT
JUN-1998	$10	10540 / 00051	WARRANTY DEED	QUANTUM LIMITED PARTNERS LTD
FEB-1997	$2,676,000	09667 / 01716	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0
Acres	6.5801		
Use Code	9500 - RIVER/LAKES	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$1,974	$1,974	$1,974
Total Market Value	$1,974	$1,974	$1,974

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$1,974	$1,974	$1,974
Exemption Amount	$1,974	$1,974	$1,974
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

This is not a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 575569
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

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FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

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Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

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THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.605 ACRES, MORE OR LESS.

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PAPA Banner

Location Address	NW 22ND AVE
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-17-09-000-0930
Subdivision	QUANTUM PARK AT BOYNTON BEACH PL 3
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PARK AT BOYNTON BEACH PL 3 LT 93

Owners

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Mailing address

2501 BURNS RD STE A

PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
MAR-1994	$1,886,500	08158 / 01306	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0
Acres	25.7011		
Use Code	8000 - DISTRICTS	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)

Tax Year	2018	2017	2016
Improvement Value	$3,249	$3,158	$3,226
Land Value	$4,047,923	$4,047,923	$3,855,165
Total Market Value	$4,051,172	$4,051,081	$3,858,391

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$4,051,172	$3,891,236	$3,537,487
Exemption Amount	$4,051,172	$3,891,236	$3,537,487
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

This is not a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 575569
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

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FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

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Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

Instrument Recorded as Received

THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.605 ACRES, MORE OR LESS.

Electronically Recorded Official Public Records Tarrant County Texas 2/8/2007 4:15 PM D207045180 Certified copy

PAPA Banner

Location Address	
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-17-09-010-0000
Subdivision	QUANTUM PARK AT BOYNTON BEACH PL 3
Official Records Book	22771 **Page** 1860
Sale Date	JUL-2008
Legal Description	QUANTUM PARK AT BOYNTON BEACH PL 3 TR J K/A WATER & TR T K/A WETLAND

Owners	**Mailing address**
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2501 BURNS RD STE A PALM BEACH GARDENS FL 33410 5207

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2008	$0	22771 / 01860	WARRANTY DEED	QUANTUM PARK OVERLAY DEPENDENT DISTRICT
MAR-1994	$10	8158 / 01315	WARRANTY DEED	QUANTUM COMMUNITY DEV DISTRICT

Exemption Applicant/Owner	Year	Detail
QUANTUM PARK OVERLAY DEPENDENT DISTRICT	2019	FULL: GOVT INDEPENDENT DISTS

Number of Units	0	***Total Square Feet**	0	**Acres**	9.9556
Use Code	9500 - RIVER/LAKES	**Zoning**	PID - Planned Industrial Dev' (08-BOYNTON BEACH)		

Tax Year	2018	2017	2016
Improvement Value	$0	$0	$0
Land Value	$2,987	$2,987	$2,987
Total Market Value	$2,987	$2,987	$2,987

All values are as of January 1st each year

Tax Year	2018	2017	2016
Assessed Value	$2,987	$2,987	$2,987
Exemption Amount	$2,987	$2,987	$2,987
Taxable Value	$0	$0	$0

Tax Year	2018	2017	2016
Ad Valorem	$0	$0	$0
Non Ad Valorem	$0	$0	$0
Total tax	$0	$0	$0

CFN 20080275719
OR BK 22771 PG 1860
RECORDED 07/23/2008 15:55:23
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1860 - 1877; (18pgs)

WC-70
THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, #400
NORTH PALM BEACH, FL 33408

Property Control Numbers: n/a

This is not a certified copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 17 day of July, 2008, between **QUANTUM COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created pursuant to Chapter 190, Florida Statutes, Grantor, to **QUANTUM PARK OVERLAY DEPENDENT DISTRICT**, a dependent special district created pursuant to Chapter 189, Florida Statutes, whose post office address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein by reference

SUBJECT to the reservations, restrictions and easements of record and those set forth in the attached Exhibit B.

TO HAVE AND TO HOLD the above granted, bargained and described premises in fee simple forever.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in the presence of:

WITNESS
Printed Name: Richard R. Ellington

WITNESS
Printed Name: Bernard A. Conko

QUANTUM COMMUNITY DEVELOPMENT DISTRICT

By: M C Ferguson
M.C. Ferguson, Chairman
2501-A Burns Road
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged to me this 17 day of July, 2008, by M.C. Ferguson, Chairman, of QUANTUM COMMUNITY DEVELOPMENT DISTRICT, who is [X] personally known to me or [ ] who has produced _____ as identification.

(SEAL)

BERNARD A. CONKO
MY COMMISSION # DD 575569
EXPIRES: July 23, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public
Type/Print Name: _____
Commission Expire: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY AND IMPROVEMENTS

This is not a certified copy

FOR QUANTUM BOULEVARD:

Parcel 1:

ALL OF TRACT "C" AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A, AS RECORDED IN PLAT BOOK 57, AT PAGES 180 AND 181, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 2:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1 AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 3:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 4:

ALL OF TRACT "B", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR QUANTUM LAKES DRIVE:

Parcel 5:

ALL OF TRACT "E", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR PARK RIDGE BOULEVARD:

Parcel 6:

ALL OF TRACT "F", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR ALPHA DRIVE AND BETA DRIVE:

Parcel 7:

ALL OF TRACT "A", TOGETHER WITH ALL OF TRACT "B', AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 10, AS RECORDED IN PLAT BOOK 60, AT PAGES 34, 35 AND 36 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR HIGH RIDGE ROAD:

Parcel 8:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.P. PLAT NO. 6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 9:

ALL OF TRACT "C", AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 10:

ALL OF TRACT "Y" AND "G", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO, 4, AS RECORDED IN PLAT BOOK 57, AT PAGES 186, 187 AND 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING TWO DESCRIBED PARCELS:

Parcel 11:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21, BOUNDED AS FOLLOWS:

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ON THE NORTH: BY A LINE 421.37 FEET (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL, C-16, AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY;

ON THE SOUTH: BY A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID BOYNTON CANAL, C-16;

ON THE EAST: BY A LINE 40.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF SAID SECTION 21.

IT IS INTENDED THAT THE NORTH LINE, THE EAST LINE AND THE SOUTH LINE OF THIS PARCEL BE A COMMON LINE RESPECTIVELY TO:

THE WESTERLY EXTENSION OF THE NORTH LINE, THE WEST LINE, AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO GEORGE J. AND HARRIET GOULD AND DESCRIBED AS PARCEL "D" IN DEED RECORDED IN OFFICIAL RECORD BOOK 5139, PAGE 0153.

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 21, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE BOYNTON CANAL (A PERPETUAL EASEMENT) ACQUIRED BY THE CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 1064, PAGE 45 OF THE PUBLIC RECORDS OF SAID COUNTY, AND SOUTH OF A LINE 367.49 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) TO THE SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE NORTH LINE OF THAT CERTAIN PARCEL CONVERYED TO CURT G. JOA-INC., AS DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 371 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND THE FOLLOWING FOR QUANTUM LANE:

Parcel 12:

ALL OF TRACT "A", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. QUANTUM BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR CONGRESS AVENUE, A PORTION OF TRACT "A", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 1-A.

2. PARK RIDGE BOULEVARD IS SUBJECT TO ADDITIONAL RIGHT-OF-WAY DEDICATION FOR N.W. 22ND AVENUE, A PORTION OF TRACT "U", AS SHOWN ON SAID PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.4.

AND THE FOLLOWING FOR TWO WETLAND CONSERVATION AREAS:

Parcel 13:

ALL OF TRACT "W", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2, AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 14:

ALL OF TRACT "T", AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING FOR TWO SAND PINE PRESERVES:

Parcel 15:

ALL OF LOT 93, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30, AND 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 16:

ALL OF LOT 71, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, AS RECORDED IN PLAT BOOK 60, AT PAGES 32 AND 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

AND THE FOLLOWING WETLAND AREAS:

Parcel 17:

TRACT "A", (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.1, AS RECORDED IN PLAT BOOK 57, AT PAGES 182 AND 183, AND

Parcel 18:

TRACT "I", (LAKE) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.2 AS RECORDED IN PLAT BOOK 57, AT PAGES 184 AND 185, AND

Parcel 19:

TRACT "J", (DETENTION) AS SHOWN ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.3, AS RECORDED IN PLAT BOOK 60, AT PAGES 29, 30 AND 31, AND

Parcel 20:

TRACT "K", (LAKE) AND TRACT "S" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.5, AS RECORDED IN PLAT BOOK 57, AT PAGES 189 AND 190, AND

Parcel 21:

TRACT "M", (LAKE) AND TRACT "P" (LAKE) AND TRACT "Q" (LAKE) AS SHOWN AS LOT 1-A ON THE PLAT QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO.6, AS RECORDED IN PLAT BOOK 57, AT PAGES 191, 192 AND 193.

ALL THE ABOVE DESCRIBED LANDS ARE SITUATED IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

Parcel 22:

TRI-RAIL ACCESS ROAD:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 WEST, PALM BEACH COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACTS 90 AND 91 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, AS RECORDED IN PLAT BOOK 57, AT PAGES 196 AND 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 90; THENCE SOUTH 86° 35' 25" WEST, ALONG THE SOUTH LINE OF SAID TRACT, SAID LINE ALSO BEING THE NORTH LINE OF TRACT 91, A DISTANCE 666.47 FEET; THENCE SOUTH 35° 46' 19" WEST, A DISTANCE OF 38.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 10° 08' 06" (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 74° 57' 15" EAST), SAID CURVE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD (TRACT C OF SAID PLAT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 59° 17' 44" EAST, A DISTANCE OF 28.04 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90; THENCE NORTH 86° 35' 25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 699.02 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 90; THENCE SOUTH 00° 30' 27" EAST, ALONG SAID EAST LINE, A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING.

12 FOOT DRAINAGE EASEMENT ACROSS LOT #13 :

Parcel 23:

A STRIP OF LAND 12 FEET IN WIDTH BEING A PORTION OF LOTS 13 AND 14 ACCORDING TO THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 71° 00' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 22.62 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 01° 16' 01" EAST A DISTANCE OF 170.61 FEET; THENCE NORTH 75° 20' 02" WEST A DISTANCE OF 310.33 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LOT 13 AND THE WESTERLY TERMINUS OF THIS DESCRIPTION.

TRACK "Z" (LAKE):

Parcel 24:

TRACT "Z", QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 5 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 57, PAGE 189.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 32, 33, & 34:

Parcel 25:

A PORTION OF LOTS 32, 33, AND 34A, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 29 THROUGH 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A 20.00 FOOT STRIP OF LAND FOR A DRAINAGE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 33, THENCE N 69° 30' 00"E ALONG THE NORTHERLY LINE OF SAID LOT 33, 36.50 FEET; THENCE S12° 50' 29"E, 193.21 FEET; THENCE S00° 23' 33"E, 121.20 FEET; THENCE N77° 22'23"E, 272.96 FEET; THENCE N52° 58'58"E, 115.12 FEET; THENCE N12° 44' 17"W, 162.18 FEET; THENCE N18° 38' 32"W, 149.34 FEET; THENCE N69° 30' 00"E, 39.54 FEET, ALONG THE SAID NORTHERLY LINE OF LOT 33 TO THE POINT OF TERMINATION.

20 FOOT DRAINAGE EASEMENT ACROSS LOT ## 59 & 60:

Parcel 26:

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, BEING A DRAINAGE AND LAKE ACCESS EASEMENT 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 59, THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY OF QUANTUM LAKES DRIVE AS SHOWN IN SAID PLAT NO. 6, SOUTH 46° 06' 06" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 43° 13' 54" EAST, A DISTANCE OF 47.18 FEET; THENCE SOUTH 02° 01' 42" WEST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 47° 10' 42" EAST, A DISTANCE OF 140.17 FEET; THENCE NORTH 46° 46' 06"

EAST, A DISTANCE OF 43.75 FEET; THENCE SOUTH 43° 13' 54" EAST, A DISTANCE OF 200.25 FEET TO THE TERMINUS OF THE CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 20.00 FEET IN WIDTH, AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT #34-C:

Parcel 27:

LOT 34C, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3 ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 60, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACTS A-1, A-2, 15-A, AND 16-A:

Parcel 28:

ALL OF TRACTS A-1 AND A-2, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 AS RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel 29:

ALL OF TRACTS 15-A AND 16-A, AS SHOWN ON THE PLAT, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AS RECORDED IN PLAT BOOK 57, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IRRIGATION EASEMENT ACROSS TRACT "E":

Parcel 30:

BEING A PORTION OF TRACT E, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6;

THENCE NORTH 46° 46' 06" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 43° 13' 54" WEST, 100.00 FEET;

THENCE NORTH 46° 46' 06" EAST, 32.00 FEET;

THENCE SOUTH 23° 13' 54" EAST, 84.00 FEET;

THENCE NORTH 46° 46'06" EAST, 233.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 43° 13' 54" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 585.46 FEET;

THENCE SOUTH 74° 00' 03" EAST 16.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST SAID POINT BEING THE NORTHWEST CORNER OF LOT 61 AS SHOWN ON SAID PLAT (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 03" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 61 AND LOT 60 AND ALONG SAID CURVE HAVING A RADIUS OF 1106.19 FEET, A CENTRAL ANGLE OF 30° 46' 09", AN ARC DISTANCE OF 594.46 FEET TO THE POINT ON TANGENCY;

THENCE SOUTH 46° 46' 06" WEST 265.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 16374.90 SQUARE FEET, MORE OR LESS.

ACCESS EASEMENT ACROSS LOT ## 59 & 60:

Parcel 31:

A PORTION OF LOTS 59 AND 60, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 59 LYING ON THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE, TRACT "E", ACCORDING TO SAID PLAT;

THENCE SOUTH 46° 46' 06" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF LOT 59, A DISTANCE OF 36.81 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (SAID POINT BEARS SOUTH 59° 54' 51" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 13° 12' 15", AN ARC DISTANCE OF 7.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 43° 17' 24" EAST 26.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 12° 59' 29", AN ARC DISTANCE OF 41.95 FEET TO THE BEGGINNING OF A REVERSE CURVE CONCAVE TO SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 23° 12' 35", AN ARC DISTANCE OF 29.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.77 FEET, A CENTRAL ANGLE OF 05° 22' 04", AN ARC DISTANCE OF 50.66 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 50° 27' 48", AN ARC DISTANCE OF 37.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 19° 24' 27", AN ARC DISTANCE OF 16.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 63° 42' 47", AN ARC DISTANCE OF 20.02 FEET TO A POINT OF TANGENCY;

THENCE NORTH 46° 47' 30" EAST, 90.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 41.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42° 59' 38" EAST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 21.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 33.47 FEET TO A POINT OF TANGENCY;

THENCE NORTH 47° 09' 08" EAST, 259.38 FEET;

THENCE SOUTH 43° 17' 24" EAST, 125.63 FEET OF SAID POINT LYING ON THE EAST LINE OF SAID LOT 60;

THENCE SOUTH 47° 13' 27" WEST ALONG THE EAST LINE OF SAID LOT 60, A DISTANCE OF 127.00 FEET;

THENCE NORTH 42° 46' 33" WEST, 12.00 FEET;

THENCE NORTH 47° 13' 27" EAST, 94.71 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 30' 51", AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 64.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

Instrument is illegible as received.

THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 89° 33' 28", AN ARC DISTANCE OF 7.82 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47° 09' 08" WEST, 242.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.34 FEET, A CENTRAL ANGLE OF 89° 51' 14", AN ARC DISTANCE OF 71.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 42° 59' 38" WEST, 18.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.41 FEET, A CENTRAL ANGLE OF 90° 12' 52", AN ARC DISTANCE OF 27.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46° 47' 30" WEST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 62° 49' 18", AN ARC DISTANCE OF 19.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.69 FEET, A CENTRAL ANGLE OF 202° 36' 53", AN ARC DISTANCE OF 172.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49° 52' 30", AN ARC DISTANCE OF 21.76 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 32.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 53.82 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 16.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 62.34 FEET, A CENTRAL ANGLE OF 17° 59' 59", AN ARC DISTANCE OF 19.58 FEET TO A POINT OF TANGENCY;

THENCE NORTH 43° 17' 24" WEST, 85.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 32.87 FEET, A CENTRAL ANGLE OF 24° 41' 22", AN ARC DISTANCE OF 14.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, (SAID POINT BEARS

NORTH 22° 01' 14" EAST FROM THE RADIUS POINT OF THE PREVIOUSLY DESCRIBED CURVE);

THENCE NORTH 46° 46' 06" EAST ALONG THE WEST LINE OF LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF QUANTUM LAKES DRIVE OF SAID PLAT, 54.54 FEET TO THE POINT OF BEGINNING.

PART OF LOTS ##9, 10 & 27 FOR QUANTUM BOULEVARD ROUNDABOUT:

Parcel 32:

A PORTION OF TRACT "B" AND LOTS 9 AND 10 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3", AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA, THENCE N.09° 05' 43"E., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 53.84 FEET TO THE POINT OF BEGINNING, BEING POINT "A"; THENCE N.39° 20' 38"W., FOR A DISTANCE OF 6.68 FEET; THENCE N.09° 05' 43"E., FOR A DISTANCE OF 73.87 FEET; THENCE N.56° 29' 36"E., FOR A DISTANCE OF 6.79 FEET TO POINT "B"; THENCE S.09° 05' 43"W., ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR A DISTANCE OF 82.90 FEET TO SAID POINT "A", BEING THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCING AT SAID POINT "B"; THENCE N.62° 46' 53"E., FOR A DISTANCE OF 124.10 FEET TO POINT "C", BEING THE POINT OF BEGINNING; THENCE S.40° 56' 24"E., FOR A DISTANCE OF 95.33 FEET; THENCE S.09° 05' 43"W., FOR A DISTANCE OF 108.00 FEET; THENCE S.59° 07' 04"W., FOR A DISTANCE OF 95.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; AT WHICH THE RADIUS POINT BEARS N.80° 44' 14"W.; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID QUANTUM BOULEVARD, SAID ARC HAVING A RADIUS OF 6987.50 FEET AND CENTRAL ANGLE OF 00° 09' 59", FOR AN ARC DISTANCE OF 20.28 FEET TO A POINT OF TANGENCY; THENCE N.09° 05' 43"E., CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 210.23 FEET TO POINT "C", BEING THE POINT OF BEGINNING.

DRAINAGE EASEMENT ACROSS LOT #90 (TRI-RAIL)

Parcel 33:

BEING A PORTION OF LOT 90, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 90, RUN THENCE SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF SAID LOT 90, A DISTANCE OF 288.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 86° 35' 25"

WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 03° 26' 51" WEST, A DISTANCE OF 499.96 FEET; THENCE SOUTH 08° 33' 11" WEST, A DISTANCE OF 109.16 FEET; THENCE NORTH 21° 24' 48" EAST, A DISTANCE OF 71.05 FEET; THENCE NORTH 88° 24' 22" WEST, A DISTANCE OF 253.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 90; THENCE NORTH 21° 57' 58" EAST ALONG SAID WEST LINE, A DISTANCE OF 26.67 FEET; THENCE SOUTH 88° 24' 22" EAST, A DISTANCE OF 279.68 FEET; THENCE SOUTH 21° 24' 48" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 08° 33' 11" EAST, A DISTANCE OF 103.13 FEET; THENCE SOUTH 03° 27' 07" EAST, A DISTANCE OF 501.53 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 8, PLAT BOOK 57, PAES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RESULTING IN A BEARING OF SOUTH 86° 35' 25" WEST ALONG THE SOUTH LINE OF LOT 90 AS SAME IS SHOWN ON SAID PLAT.

ACCESS EASEMENT ACROSS PART OF TRACT "A" (CUL-DE-SAC):

Parcel 34:

A PORTION OF TRACT "A", TOGETHER WITH A PORTION OF LOT 66, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIGH RIDGE ROAD (100 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF QUANTUM LANE (50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID PLAT;

THENCE NORTH 75° 49' 01" WEST, ALONG THE QUANTUM LANE CENTERLINE, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 916.51 FEET, A CENTRAL ANGLE OF 30° 47' 10", AN ARC DISTANCE OF 492.46 FEET;

THENCE SOUTH 49° 15' 59" WEST, 5.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 49° 15' 59" WEST, 20.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 45° 05' 01" WEST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51° 54' 11", AN ARC DISTANCE OF 22.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID REVERSED CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 38° 32' 44", AN ARC DISTANCE OF 40.36 FEET;

THENCE SOUTH 86° 18' 57" WEST, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 38' 02" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18° 01' 42", AN ARC DISTANCE OF 23.60 FEET;

THENCE NORTH 86° 18' 57" EAST, 40.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 57" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 46° 52' 08", AN ARC DISTANCE OF 35.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 53° 45' 48", AN ARC DISTANCE OF 42.23 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

PART OF PARK RIDGE BOULEVARD FOR SCHOOL:

THAT PORTION OF PARK RIDGE BOULEVARD TRACT "F" OF QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 4, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 57, PAGE 186, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 53, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" FOR THE FOLLOWING COURSES:

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S86° 52' 47"W, THROUGH A CENTRAL ANGLE OF 03° 09' 49" FOR 317.63 FEET TO A POINT OF TANGENCY; THENCE S00° 02' 38"W FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 536.77 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89° 12' 52" FOR 835.80 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S01° 09' 05"W FOR 124.63 FEET TO THE WESTERLY RIGHT-OF-WAY OF ALPHA DRIVE TRACT "A" OF SAID QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 10; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N42° 53' 48"W FOR 34.76 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F" BEING A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 636.77 FEET, WHERE THE RADIAL LINE BEARS N03° 03' 13"E;

THENCE ALONG SAID WESTERLY RIGH-OF-WAY FOR THE FOLLOWING COURSES:

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86° 59' 23" FOR 966.78 FEET TO A POINT OF TANGENCY; THENCE N00° 02' 36"E

FOR 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 5652.40 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 27' 17" FOR 636.77 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, N90° 00' 00"E FOR 100.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID PARK RIDGE BOULEVARD TRACT "F", BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 5752.40 FEET, WHERE THE RADIAL LINE BEARS S83° 42' 03"W; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03° 10' 44" FOR 319.17 FEET TO THE POINT OF BEGINNING.

LIFT STATION:

THE LAND IDENTIFIED AS THE "LIFT STATION" ON PAGE 2 OF THE PLAT OF QUANTUM PARK AT BOYNTON BEACH, P.I.D., PLAT NO. 5 RECORDED IN PLAT BOOK 57, PAGE 189 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PART OF TRACTS "E" AND "Q" (QUANTUM LAKES DRIVE & LAKE):

A PARCEL OF PROPERTY BEING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6 REPLAT NO. 1" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACTS E AND Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGE 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 60, AS SAME IS SHOWN ON SAID PLAT NO. 6, RUN THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 60 AND ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID NORTHWESTERLY LINE OF LOT 60 AND SAID SOUTHEASTERLY LINE OF SAID TRACT E), A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT Q, AS SAME IS SHOWN ON SAID PLAT NO. 6: THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF TRACT Q, A DISTANCE OF 85.86 FEET; THENCE NORTH 43 DEGREES 13 MINUTES 54 SECONDS WEST (DEPARTING FROM SAID SOUTHEASTERLY LINE OF TRACT Q), A DISTANCE OF 34.76 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.54 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.60 FEET; THENCE NORTH 25 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.26 FEET; THENCE NORTH 33 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 87.46 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 48 SECONDS EAST, A DISTANCE OF 97.65 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.69 FEET; THENCE NORTH02 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.53 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.56 FEET; THENCE NORTH 15

DEGREES 13 MINUTES 07 SECONDS EAST, A DISTANCE OF 112.61 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 52 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 132.16 FEET TO THE POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1583.02 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 29 DEGREES 32 MINUTES 57 SECONDS WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 20 SECONDS, A DISTANCE OF 593.71 FEET TO A POINT ON THE EAST LINE OF SAID TRACT E, SAID EAST LINE BEING A CURVE CONCAVE SOUTHEASTERLY (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 08 DEGREES 03 MINUTES 37 SECONDS EAST); THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 48 MINUTES 48 SECONDS A DISTANCE OF 439.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1106.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 38 MINUTES 30 SECONDS, A DISTANCE OF 900.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 321.40 FEET TO THE POINT OF BEGINNING.

PART OF TRACT "B" (2 LANES-QUANTUM BOULEVARD):

A PORTION OF TRACT "B" OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 184 AND 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 OF QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 3, AS RECORDED IN PLAT BOOK 60, PAGES 29 THROUGH 31, PALM BEACH COUNTY RECORDS, FLORIDA; THENCE S12° 34' 13"W, ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD, FOR 133.91 FEET; THENCE S77° 25' 47"E, FOR 50.00 FEET (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N12° 34' 13"E, FOR 276.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6937.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 420.76 FEET TO A POINT OF TANGENCY; THENCE N09° 05' 43"E, FOR 9.51 FEET TO POINT "A"; THENCE N39° 20' 38"W; FOR 66.82 FEET (THE NEXT 3 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF QUANTUM BOULEVARD); THENCE S09° 05' 43"W, FOR 53.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6887.50 FEET AND A CENTRAL ANGLE OF 03° 28' 30", FOR 417.73 FEET TO A POINT OF TANGENCY; THENCE S12° 34' 13"W, FOR 143.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

COMMENCE AT SAID POINT "A" (THE NEXT 3 COURSES BEING ALONG THE CENTERLINE OF QUANTUM BOULEVARD); THENCE N09° 05' 43"E, FOR 173.21 FEET TO POINT "B", BEING THE POINT OF BEGINNING; THENCE CONTINUE N09° 05' 43"E, FOR 97.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 511.85 FEET; THENCE N22° 15' 03"W, RADIAL FROM THE CENTER OF THE NEXT DESCRIBED CIRCULAR CURVE TO THE LEFT, FOR 50.00 FEET (THE NEXT 2 COURSES BEING ALONG THE WEST RIGHT-OF-WAY LINE OF

QUANTUM BOULEVARD); THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 58° 39' 14", FOR 563.04 FEET TO A POINT OF TANGENCY; THENCE S09° 05' 43"W, FOR 143.26 FEET; THENCE N56° 29' 36"E, FOR 67.93 FEET TO POINT "B", BEING THE POINT OF BEGINNING.

TRACT "A" (QUANTUM LANE):

ALL OF TRACT "A" QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 9, PLAT BOOK 60, PAGES 32-33 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARTS OF TRACTS "E", "B", "P" AND "Q" (QUANTUM LAKES DRIVE, QUANTUM BOULEVARD & WATER MANAGEMENT LAKES)

BEING A PORTION OF TRACT E, A PORTION OF TRACT B, A PORTION OF WATER MANAGEMENT TRACT P AND A PORTION OF WATER MANAGEMENT TRACT Q, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, PLAT BOOK 57, PAGES 191 THROUGH 193, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 101, QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 6, REPLAT NO. 1, PLAT BOOK 94, PAGES 176 THROUGH 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RUN THENCE SOUTH 46~46'06" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT E, A DISTANCE OF 234.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 672.62 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT E AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45~00'00", A DISTANCE OF 528.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46~18'32", A DISTANCE OF 484.95 FEET A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 370.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58~10'10", A DISTANCE OF 376.04 FEET TO THE MOST NORTHERLY CORNER OF LOT 52, QUANTUM PARK AT BOYNTON BEACH P.I.D., PLAT NO. 5, PLAT BOOK 57, PAGES 189 THROUGH 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 35~57'52" EAST, A DISTANCE OF 1.45 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTH RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT E, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09~48'51" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT E AND AN EASTERLY EXTENSION THEREOF AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16~50'15", A DISTANCE OF 493.83 FEET; THENCE SOUTH 27~20'01" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD), A DISTANCE OF 60.48 FEET; THENCE SOUTH 32~12'46" WEST, A DISTANCE OF 59.45 FEET; THENCE SOUTH 01~10'21" WEST, A DISTANCE OF 36.31 FEET; THENCE SOUTH 18~19'22" EAST, A DISTANCE OF 61.97 FEET; THENCE SOUTH 51~16'20" EAST, A DISTANCE OF 63.39 FEET; THENCE SOUTH 67~58'55" EAST, A DISTANCE OF 196.73 FEET; THENCE SOUTH 79~03'27" EAST, A DISTANCE OF 64.97 FEET; THENCE NORTH 63~39'33" EAST, A DISTANCE OF 91.62 FEET; THENCE SOUTH 88~27'13" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 87~35'30" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 59~49'02" EAST, A DISTANCE OF 60.71 FEET; THENCE NORTH 53~21'50" EAST, A DISTANCE OF 138.47 FEET; THENCE NORTH 33~07'12"

EAST, A DISTANCE OF 18.99 FEET; THENCE NORTH 10~18'56" WEST, A DISTANCE OF 41.37 FEET; THENCE NORTH 37~11'04" WEST, A DISTANCE OF 42.62 FEET; THENCE NORTH 46~24'56" WEST, A DISTANCE OF 68.74 FEET; THENCE NORTH 66~59'36" WEST, A DISTANCE OF 75.11 FEET; THENCE NORTH 39~42'05" WEST, A DISTANCE OF 68.92 FEET; THENCE NORTH 23~36'25" WEST, A DISTANCE OF 44.89 FEET; THENCE NORTH 28~08'17" WEST, A DISTANCE OF 69.51 FEET; THENCE NORTH 35~50'47" WEST, A DISTANCE OF 133.92 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTH LINE OF SAID TRACT B, SAID NORTH LINE ALSO BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1680.44 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42~26'42" WEST; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND ALONG SAID NORTH LINE OF TRACT B AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0~47'12", A DISTANCE OF 23.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46~46'06" EAST CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE OF GATEWAY BOULEVARD AND SAID NORTH LINE OF TRACT B, A DISTANCE OF 126.58 FEET; THENCE SOUTH 54~04'05" EAST (DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE OF TRACT B), A DISTANCE OF 152.06 FEET; THENCE SOUTH 53~04'29" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 35~07'29" EAST, A DISTANCE OF 65.01 FEET; THENCE SOUTH 43~30'50" EAST, A DISTANCE OF 150.19 FEET; THENCE SOUTH 30~59'27" EAST, A DISTANCE OF 33.97 FEET; THENCE SOUTH 43~13'54" EAST, A DISTANCE OF 121.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 101; THENCE SOUTH 46~46'06" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 22.84 FEET; THENCE SOUTH 43~13'54" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.605 ACRES, MORE OR LESS.

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Boynton Beach Utilities

124 E. Woolbright Road

Boynton Beach, Florida 33435

Office: (561) 742-6400

MEMORANDUM

To: Lorie LaVerriere

City Manager

From: Joe Paterniti

Interim Utility Director

Date: August 17, 2017

Subject: Quantum Park Overlay Dependent District

Background:

The main function of the Quantum Park Overlay Dependent District (QPODD or District) is to operate and maintain public infrastructure within the District. In 2012, by interlocal agreement

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(Resolution R12-066), the City of Boynton Beach accepted the road rights of ways containing; roadway pavements, sidewalks, vegetation and irrigation system, street lighting and roadway stormwater collection systems for maintenance. The remaining infrastructure (outside the road Rights of way) that is maintained by the District includes; the stormwater treatment facilities (ponds), which includes the water bodies, associated piping and appurtenances (Irrigation pumps, pond aerators, power/control feeds, water level control structures) located within common area easements within the property.

Issue:

Utility staff was requested to review the financial impacts to the City for accepted maintenance responsibility for the remaining stormwater treatment system and associated piping located in easements outside the road right of ways.

Methodology:

Utility staff reviewed the QPODD proposed budget and the approved budget for the last three years. Also, reviewed were the last two financial audit reports and the past six months of Board meeting minutes. An evaluation of this information and the cost of maintaining a level of service (LOS) on similar type facilities within City resulted in the determination of the cost of maintaining the remaining stormwater treatment system and associated piping within the district. Based on a budget level cost for the City to perform the work needed to maintain the LOS would certainly reduce the administrative and overhead cost charged by the District.

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Effect of the City Accepting the Maintenance and Management:

It is difficult to accurately determine the QPODD's cost of maintenance and management of the remaining stormwater treatment areas and associated piping without conducting an audit of their accounts. Staff has estimated added cost of maintaining and managing the stormwater system if acquired. This cost is tabulated below and totals approximately $100,000. The City currently collects approximately $300,000 annually in stormwater fees from property owners within the district. As you know, the stormwater fees collected are used to build and maintain the system of conveyance for collecting storing and treating stormwater in a manner which is consistent with protecting and promoting the health, safety and general welfare of the citizens of the City. The fees also used to fund studies, designs, permitting and implementation of expansion projects.

ESTIMATED ADDITIONAL CITY EXPENDITURES

SERVICES	COST	Comments
Aquatic Maintenance	$12,000	Maintenance includes algae and aquatic weed control. Monthly water testing, fish and

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		wildlife monitoring and management reporting.
Piping replacement	$50,000	Storm pipe and storm structure replacement as needed
Miscellaneous	$16,000	System maintenance and repairs as needed (Irrigation feed system, aerators)
Outfall and discharge Pipe inspections	$20,000	Dive team inspection and condition assessment of outfalls and associated discharge pipe. Summary report
Administrative cost 2%	$2,000	Cost to coordinate O&M of facilities
Total estimated expenditures	**$100,000**	

In summary, Boynton Beach Utility Staff believes that it is feasible to accept the management and maintenance of the remaining QPODD stormwater management system. It is beneficial for the property owners within the district for the City to assume the maintenance of the remaining system. The maintenance costs estimated for the facilities should be further refined by conducting a detailed audit of existing maintenance expenditures and the assessment of the current condition of the infrastructure. If the district wants a higher level of service then that provided to the current City residents then an additional stormwater fee would be assessed.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-098 -
Resolution ratifying the Quantum Park Overlay Dependent District annual budget for FY 2019-2020.

EXPLANATION OF REQUEST: The Quantum Park Overlay Dependent District is a Special District created by the City Commission. Florida Statute requires that the budget of special districts be contained within the general budget of the local governing authority and clearly stated as a budget of the dependent district. The QPODD approved their FY 2019-2020 budget at its Reconvened Public Hearing on August 27, 2019. The attached resolution completes the annual process of accepting and approving the QPODD budget.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? n/a

FISCAL IMPACT: None

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution ratifying the QPODD Budget
🗋	Attachment	QPODD FY 2019-2020 Final Budget

RESOLUTION R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA RATIFYING THE 2019-2020 ANNUAL BUDGET FOR THE QUANTUM PARK OVERLAY DEPENDENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Quantum Park Overlay Dependent District (QPODD) was created by Ordinance of the City Commission pursuant to Chapter 163, Florida Statutes. The QPODD has been designated a Florida Special District; and

WHEREAS, Florida Statutes 189.016 provides that the proposed budget of a dependent special district, with the concurrence of the local governing authority, may be budgeted separately; and

WHEREAS, a local governing authority may, in its discretion, review the budget or tax levy of any special district located solely within its boundaries; and

WHEREAS, a final budget of the Quantum Park Overlay Dependent District has been reviewed and considered by the City Commission for the ensuing year, with detailed information, and the administrative staff of the City has made recommendations as to the amount necessary to be appropriated for the ensuing year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida hereby ratifies the adoption of the Quantum Park Overlay Dependent District's 2019-2020 Annual

Budget.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

Quantum Park Overlay Dependent District

Final Budget For
Fiscal Year 2019/2020
October 1, 2019- September 30, 2020

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V ASSESSMENT COMPARISON

FINAL BUDGET
QUANTUM PARK OVERLAY DEPENDENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

REVENUES	FISCAL YEAR 2019/2020 BUDGET
O & M ASSESSMENTS	35,617
PARK ASSESSMENTS	277,470
DEBT ASSESSMENTS (2008 LOAN)	0
DEBT ASSESSMENTS (2010 LOAN)	0
OTHER REVENUES	0
INTEREST INCOME	720
TOTAL REVENUES	**$ 313,807**
EXPENDITURES	
PARK RESERVES	260,822
ENGINEERING/GENERAL SERVICES	0
ENGINEERING/MAINTENANCE MANAGEMENT	0
ENGINEERING/PERMITS	0
MAINTENANCE MANAGEMENT	0
MAINTENANCE	0
SUPERVISORS FEES	0
PAYROLL TAXES - EMPLOYER	0
MANAGEMENT	10,000
LEGAL - GENERAL	10,000
LEGAL - LITIGATION & EXPENSES	0
ASSESSMENT ROLL	7,500
AUDIT FEES	3,900
INSURANCE	0
LEGAL ADVERTISING	1,000
MISCELLANEOUS	0
POSTAGE	200
OFFICE SUPPLIES	100
DUES & SUBSCRIPTIONS	0
WEBSITE MANAGEMENT	1,500
ENGINEERING - EXTRAORDINARY	0
CONTINGENCY	0
2016 DISTRICT IMPROVEMENTS	0
TOTAL EXPENDITURES	**$ 295,022**
REVENUES LESS EXPENDITURES	**$ 18,785**
2008 LOAN PAYMENTS	0
2010 LOAN PAYMENTS	0
BALANCE	**$ 18,785**
COUNTY APPRAISER & TAX COLLECTOR FEE	(6,262)
DISCOUNTS FOR EARLY PAYMENTS	(12,523)
EXCESS/ (SHORTFALL)	**$ 0**
CARRYOVER FROM PRIOR YEAR	0
NET EXCESS/ (SHORTFALL)	**$ 0**

ESTIMATED RESERVES AS OF 9/30/19	$150,000
FY 2019/2020 RESERVE ASSESSMENTS	$260,822
ESTIMATED RESERVES AS OF 9/30/20	$410,822

DETAILED FINAL BUDGET
QUANTUM PARK OVERLAY DEPENDENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

REVENUES	FISCAL YEAR 2017/2018 ACTUAL	FISCAL YEAR 2018/2019 BUDGET	FISCAL YEAR 2019/2020 BUDGET	COMMENTS
O & M ASSESSMENTS	423,441	409,928	35,617	Expenditures Less Interest & Carryover/.94
PARK ASSESSMENTS	0	0	277,470	Park Reserves/.94
DEBT ASSESSMENTS (2008 LOAN)	101,973	101,973	0	Loan Payments/.94
DEBT ASSESSMENTS (2010 LOAN)	285,406	285,406	0	Loan Payments/.94
OTHER REVENUES	5,687	0	0	
INTEREST INCOME	953	720	720	Projected At $60 Per Month
TOTAL REVENUES	**$ 817,460**	**$ 798,027**	**$ 313,807**	
EXPENDITURES				
PARK RESERVES	0	0	260,822	Park Reserves
ENGINEERING/GENERAL SERVICES	3,500	0	0	Line Item Eliminated
ENGINEERING/MAINTENANCE MANAGEMENT	10,900	0	0	Line Item Eliminated
ENGINEERING/PERMITS	0	2,000	0	Line Item Eliminated
MAINTENANCE MANAGEMENT	49,500	54,000	0	Line Item Eliminated
MAINTENANCE	182,558	100,000	0	Line Item Eliminated
SUPERVISORS FEES	800	2,400	0	Line Item Eliminated
PAYROLL TAXES - EMPLOYER	61	192	0	Line Item Eliminated
MANAGEMENT	48,048	49,056	10,000	Management Fees
LEGAL - GENERAL	39,422	55,000	10,000	$45,000 Decrease From 2018/2019 Budget
LEGAL - LITIGATION & EXPENSES	126,598	90,000	0	Litigation Resolved
ASSESSMENT ROLL	7,500	7,500	7,500	No Change From 2018/2019 Budget
AUDIT FEES	3,700	3,800	3,900	$100 Increase From 2018/2019 Budget
INSURANCE	11,935	13,129	0	Line Item Eliminated
LEGAL ADVERTISING	1,813	2,000	1,000	$1,000 Decrease From 2018/2019 Budget
MISCELLANEOUS	926	3,000	0	Line Item Eliminated
POSTAGE	197	800	200	$600 Decrease From 2018/2019 Budget
OFFICE SUPPLIES	1,151	1,500	100	$1,400 Decrease From 2018/2019 Budget
DUES & SUBSCRIPTIONS	175	175	0	Line Item Eliminated
WEBSITE MANAGEMENT	1,500	1,500	1,500	No Change From 2018/2019 Budget
ENGINEERING - EXTRAORDINARY	4,800	0	0	Fiscal Year 2017/2018 Expenditure
CONTINGENCY	0	0	0	Contingency
2016 DISTRICT IMPROVEMENTS	0	0	0	Unsused FY 15/16 Funds As Of 5-31-19 Were $203,851
TOTAL EXPENDITURES	**$ 495,084**	**$ 386,052**	**$ 295,022**	
REVENUES LESS EXPENDITURES	**$ 322,376**	**$ 411,975**	**$ 18,785**	
2008 LOAN PAYMENTS	(97,105)	(95,855)	-	2008 Loan To Be Paid Off In Full In September 2019.
2010 LOAN PAYMENTS	(271,782)	(268,282)	-	2010 Loan To Be Paid Off In Full In September 2019.
BALANCE	**$ (46,511)**	**$ 47,838**	**$ 18,785**	
COUNTY APPRAISER & TAX COLLECTOR FEE	(4,608)	(15,946)	(6,262)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(30,603)	(31,892)	(12,523)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	**$ (81,722)**	**$ -**	**$ 0**	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	**$ (81,722)**	**$ -**	**$ 0**	

ESTIMATED RESERVES AS OF 9/30/19	$150,000
FY 2019/2020 RESERVE ASSESSMENTS	$260,822
ESTIMATED RESERVES AS OF 9/30/20	$410,822

DETAILED FINAL DEBT SERVICE (2008 LOAN) FUND BUDGET

QUANTUM PARK OVERLAY DEPENDENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

REVENUES	FISCAL YEAR 2017/2018 ACTUAL	FISCAL YEAR 2018/2019 BUDGET	FISCAL YEAR 2019/2020 BUDGET	COMMENTS
Interest Income	79	100	0	2008 Loan To Be Paid Off In September 2019
NAV Tax Collection	96,952	95,855	0	2008 Loan To Be Paid Off In September 2019
Total Revenues	**$ 97,031**	**$ 95,955**	**$ -**	
EXPENDITURES				
Principal Payments	71,946	75,614	0	2008 Loan To Be Paid Off In September 2019
Interest Payments	23,800	20,341	0	2008 Loan To Be Paid Off In September 2019
Total Expenditures	**$ 95,746**	**$ 95,955**	**$ -**	
Excess/ (Shortfall)	**$ 1,285**	**$ -**	**$ -**	

Note: 2008 Loan To Be Paid Off In Full In September 2019.

2008 Loan Information

Original Par Amount =	$1,008,400	Annual Principal Payments Due =	May 1st
Interest Rate =	4.88%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2008		
Maturity Date =	May 2023		

Par Amount As Of 5-1-19 = $340,308.59

DETAILED FINAL DEBT SERVICE (2010 LOAN) FUND BUDGET

QUANTUM PARK OVERLAY DEPENDENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

REVENUES	FISCAL YEAR 2017/2018 ACTUAL	FISCAL YEAR 2018/2019 BUDGET	FISCAL YEAR 2019/2020 BUDGET	COMMENTS
Interest Income	1,471	100	0	2010 Loan To Be Paid Off In September 2019
Reserve Fund Credit	0	0	0	2010 Loan To Be Paid Off In September 2019
NAV Tax Collection	271,373	268,282	0	2010 Loan To Be Paid Off In September 2019
Total Revenues	**$ 272,844**	**$ 268,382**	**$ -**	
EXPENDITURES				
Principal Payments	235,696	251,508	0	2010 Loan To Be Paid Off In September 2019
Interest Payments	28,797	16,874	0	2010 Loan To Be Paid Off In September 2019
Total Expenditures	**$ 264,493**	**$ 268,382**	**$ -**	
Excess/ (Shortfall)	**$ 8,351**	**$ -**	**$ -**	

Note: 2010 Loan To Be Paid Off In Full In September 2019.

2010 Loan Information

Original Par Amount =	$2,236,719	Annual Principal Payments Due =	November 1st
Interest Rate =	3.30%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2010		
Maturity Date =	November 2020		

Par Amount As Of 5-1-19 = $511,316

Quantum Park Overlay Dependent District
Acreage Assessment Comparison

	Fiscal Year 2016/2017 Assessment Per Acre*	Fiscal Year 2017/2018 Assessment Per Acre*	Fiscal Year 2018/2019 Assessment Per Acre*	**Fiscal Year 2019/2020 Projected Assessment Per Acre***
Administrative	$ 1,749.31	$ 1,263.62	$ 1,224.18	**$ 106.36**
Park Reserves	$ -	$ -	$ -	**$ 828.62**
2008 Debt	$ 304.53	$ 304.53	$ 304.53	**$ -**
2010 Debt	$ 852.32	$ 852.32	$ 852.32	**$ -**
Total	**$ 2,906.16**	**$ 2,420.47**	**$ 2,381.03**	**$ 934.98**

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Assessable Acres 334.86

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-099 - Authorize the Mayor to sign Second Lease Amendment for the temporary space located at 2045 High Ridge Road - Temp Police Headquarters.

EXPLANATION OF REQUEST:
On 4/17/2018 the City Commission approved Resolution R18-065 to execute lease documents for temporary space needed for City Services to operate during construction of Town Square project.

Per the First Lease Amendment for the 2045 High Ridge Road location (Temp Police Headquarters) the lease term was set to expire on 2/03/2020 with the ability to extend for one (1) additional one (1) year period.

Staff has negotiated with landlord a second amendment to the lease agreement to extend the lease term to 7/31/2020. This extension will allow the Police Department to remain at its current temporary location until the completion of the new Police Department Headquarters scheduled to be completed in 2nd Quarter 2020.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
By amending the lease it will allow Police Department services to remain in there current temporary location and allow the redevelopment of the Town Square project to proceed in a more effective and efficient manner.

FISCAL IMPACT: Budgeted
The estimated costs for the lease extension to temp PD location for FY 19/20 is $91,249.14. The lease costs for all temporary locations are included in the proposed FY 19/20 operating budget.

ALTERNATIVES:
None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Second Amendment to Lease for 2045 High Ridge Road extending the term until July 31, 2020
Amendment	2nd Amendment to Lease Agreement
Exhibit	Master Lease Agreement

RESOLUTION NO. R19-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF BOYNTON BEACH AND DUKE PGC AT QUANTUM 1-9, LLC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; on April 17, 2018 the City Commission, via Resolution R18-065, approved and authorized the Mayor to sign Lease documents for temporary space needed for City Services to operate during construction of the Town Square Project; and

WHEREAS, pursuant to the First Lease Amendment for the 2045 High Ridge Road location (temporary Police Headquarters) the lease term was set to expire on February 3, 2020 with the ability to extend the Lease for one (1) additional one (1) year period; and

WHEREAS, staff has negotiated a Second Amendment to the Lease to extend the lease term to July 31, 2020 which will allow the Police Department to remain at its current temporary location until the completion of the new Police Department Headquarters scheduled to be completed during the second quarter of 2020; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign the Second Amendment to Lease with Duke PGC at Quantum 1-9, LLC., to extend the term of the Lease for 2045 High Ridge Road to July 31, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Second Amendment to Lease with Duke PGC at Quantum 1-9, LLC., to extend the term of the Lease for 2045 High Ridge Road to July 31, 2020, a copy of the Second Amendment to Lease is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of the ____ day of _____, 2019, by and between DUKE PGC AT QUANTUM 1-9, LLC, a Delaware limited liability company ("Landlord"), and CITY OF BOYNTON BEACH, FLORIDA, a municipality of the State of Florida ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Fantasy Chocolates, Inc. ("Original Tenant") heretofore entered into that certain Lease dated April 23, 2012 (the "Original Lease") for the lease of approximately 30,000 square feet of space, located at 2045 High Ridge Road, Boynton Beach, Florida 33426, within Gateway Center, said space being more particularly described therein (the "Leased Premises"); and

WHEREAS, Original Tenant heretofore assigned all of its interest under the Original Lease to Tenant; and

WHEREAS, Landlord and Tenant heretofore entered into that certain First Amendment to Lease dated May 23, 2018 (the "First Amendment"; the Original Lease and the First Amendment being referred to hereinafter, collectively, as the "Lease"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to, among other things, extend the Lease Term, which is scheduled to expire by the terms of the Lease on February 3, 2020.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals and Definitions. The above recitals are hereby incorporated into this Amendment as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning as defined in the Lease.

2. Lease Term. The Lease Term is hereby extended through and including July 31, 2020.

3. Minimum Annual Rent. Commencing as of February 4, 2020 (the "Extension Date"), Section 1.01(d) of the Lease is hereby modified to reflect that Minimum Annual Rent shall be as follows:

02/04/2020 – 07/31/2020	$91,249.14 (prorated amount shown)

4. Monthly Rental Installments. Commencing as of the Extension Date, Section 1.01(e) of the Lease is hereby modified to reflect that Monthly Rental Installments shall be as follows:

02/04/2020 – 07/31/2020	$15,475.00

5. Option to Extend. Tenant's option to extend the Lease Term set forth in Section 17.01 of the Lease is hereby deleted in its entirety and shall be of no further force or effect.

6. Condition of Leased Premises. Tenant acknowledges and agrees that Tenant is accepting possession of the Leased Premises for the extension term in **"AS-IS"** condition and except as expressly provided herein, no free rent, moving allowances, tenant improvement allowances or other financial concessions contained in the Lease shall apply to the Lease Term, as extended hereby.

7. Brokers. Except for CBRE, Inc. and Duke Realty Services, LLC each representing Landlord, whose commissions shall be paid by Landlord, Landlord and Tenant each represents and warrants to the other that neither party has engaged or had any conversations or negotiations with any broker, finder or other third party concerning the matters set forth in this Amendment who would be entitled to any commission or fee based on the execution of this Amendment. Landlord and Tenant each hereby indemnifies the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of the Lease for any reason.

8. Representations and Warranties.

(a) Tenant hereby represents and warrants that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the jurisdiction under which it was organized; (ii) Tenant is authorized to do business in the jurisdiction where the Leased Premises is located; and (iii) the individual(s) executing and delivering this Amendment on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the jurisdiction under which it was organized; (ii) Landlord is authorized to do business in the jurisdiction where the Leased Premises is located; and (iii) the individual(s) executing and delivering this Amendment on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

9. Examination of Amendment. Submission of this instrument for examination or signature to Tenant does not constitute a reservation or option, and it is not effective until execution by and delivery to both Landlord and Tenant.

10. Incorporation. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed by Landlord and Tenant. To the extent the terms hereof are inconsistent with the terms of the Lease, the terms hereof shall control.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGE(S))

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above.

LANDLORD:

WITNESSES:

DUKE PGC AT QUANTUM 1-9, LLC,
a Delaware limited liability company

_____

By: Duke Realty Limited Partnership,
an Indiana limited partnership, its
managing member

Printed Name:_____

_____

By: Duke Realty Corporation, an
Indiana corporation, its sole general
partner

Printed Name:_____

By:_____
Name:_____
Title:_____

Date of execution:_____

TENANT:

WITNESSES:

CITY OF BOYNTON BEACH, FLORIDA, a
municipality of the State of Florida

_____

By:_____
Name:_____
Title:_____

Printed Name:_____

_____

Attest:_____
Name:_____
Title:_____

Printed Name:_____

Date of execution:_____

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made as of the 23rd day of May, 2018, by and between DUKE PGC AT QUANTUM 1-9, LLC, a Delaware limited liability company ("Landlord"), and CITY OF BOYNTON BEACH, FLORIDA, a municipality of the State of Florida ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Fantasy Chocolates, Inc. ("Original Tenant") heretofore entered into that certain Lease dated April 23, 2012 (the "Lease") for the lease of approximately 30,000 square feet of space, located at 2045 High Ridge Road, Boynton Beach, Florida 33426, within Gateway Center, said space being more particularly described therein (the "Leased Premises"); and

WHEREAS, Original Tenant heretofore assigned all of its interest under the Lease to Tenant; and

WHEREAS, Landlord and Tenant desire to amend the Lease to, among other things, (a) provide Landlord's consent to Original Tenant's assignment of the Lease to Tenant, and (b) amend the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals and Definitions. The above recitals are hereby incorporated into this Amendment as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning as defined in the Lease.

2. Landlord's Consent to Assignment. Landlord hereby consents to Original Tenant's assignment of all of its interest in the Lease and the Leased Premises to Tenant pursuant to the terms of that certain Assignment of Lease Agreement dated May 10, 2018 (the "Assignment Agreement"), by and between Original Tenant and Tenant; provided, however, in accordance with Section 11.01(a) of the Lease, such assignment does not affect or release any liability of Original Tenant under the terms and obligations of the Lease. Landlord's consent to the Assignment Agreement shall not be deemed Landlord's consent to any specific term or condition thereof, but is given only to evidence that by entering into said Assignment Agreement, neither Original Tenant nor Tenant has committed a Default under the Lease. Within ten (10) days following the date hereof, Tenant shall remit an administrative fee of $500.00 to Landlord for the review and approval of the Assignment Agreement.

3. Permitted Use. Section 1.01(k) of the Lease is hereby deleted in its entirety and replaced with the following:

"(k) Permitted Use: police department, ancillary office use, and warehousing and storage of related supplies."

4. Tenant's Indemnification. The following sentence is hereby inserted at the end of Section 8.02 of the Lease:

"Tenant expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Lease to the contrary, nothing in this Lease shall be deemed as a waiver of

sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Tenant for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Lease shall inure to the benefit of any third party for the purpose of allowing any claim against Tenant which would otherwise be barred under the doctrine of sovereign immunity or operation of law."

5. Tenant's Insurance. The following clause (c) is hereby inserted into Section 8.04 of the Lease:

"(c) Notwithstanding anything to the contrary contained herein, City of Boynton Beach, Florida ("City") may self-insure with respect to the policies of insurance provided for in this Section 8.04, provided that (i) City has in effect a program of "self-insurance" insuring City as a named insured against such risk, which program complies with any and all applicable laws regarding self-insurance for public entities in the State of Florida, (ii) subject to the provisions of Florida Statute §768.28 and related case law which may limit and/or prohibit City from indemnifying third parties, City agrees to indemnify and hold harmless Landlord from and against any loss, cost, damage, expense (including reasonable attorneys' fees and court costs), claim, cause of action or liability that Landlord may incur that would have been covered by the insurance policies replaced by the self-insurance, and (iii) such self-insurance shall not affect the non-liability of Landlord described in this Lease. City shall deliver to Landlord notice in writing of the required coverages which City is self-insuring setting forth the amount, limits and scope of the self-insurance with respect to each type of coverage self-insured. This provision is personal to City and shall automatically terminate if all or any portion of this Lease is assigned by City."

6. Option to Extend. Section 17.01 of the Lease is hereby deleted in its entirety and replaced with the following:

"Section 17.01. Option to Extend.

(a) Grant and Exercise of Option. Provided that (i) no default has occurred and is then continuing, (ii) the creditworthiness of Tenant is then reasonably acceptable to Landlord, and (iii) Tenant originally named herein remains in possession of and has been continuously operating in the entire Leased Premises throughout the Lease Term, Tenant shall have one (1) option to extend the Lease Term for one (1) additional period of one (1) year (the "Extension Term"). The Extension Term shall be upon the same terms and conditions contained in the Lease except (x) Tenant shall not have any further option to extend, (y) any improvement allowances or other concessions applicable to the Leased Premises under the Lease shall not apply to the Extension Term, and (z) the Minimum Annual Rent shall be adjusted as set forth herein ("Rent Adjustment"). Tenant shall exercise such option by delivering to Landlord, no later than two hundred seventy (270) days prior to the expiration of the current Lease Term, written notice of Tenant's desire to extend the Lease Term. Tenant's failure to properly exercise such option shall be deemed a waiver of such option. If Tenant properly exercises its option to extend, Landlord shall notify Tenant of the Rent Adjustment no later than two hundred forty (240) days prior to the commencement of the Extension Term. Tenant shall be deemed to have accepted the Rent Adjustment if it fails to deliver to Landlord a written objection thereto within five (5) business days after receipt thereof. If Tenant properly exercises its option to extend, Landlord and Tenant shall execute an amendment to the Lease (or, at Landlord's option, a new lease on the form then in use for the Building) reflecting the terms and conditions of the Extension Term within thirty (30) days after Tenant's acceptance (or deemed acceptance) of the Rent Adjustment.

(b) Rent Adjustment. The Minimum Annual Rent for the Extension Term shall be an amount equal to the Minimum Annual Rent then being quoted by Landlord to prospective renewing tenants of the Building for space of comparable size and quality and with similar or equivalent improvements as are found in the Building, and if none, then in similar buildings in the vicinity; provided, however, that in no event shall the Minimum Annual Rent during the Extension Term be less than the highest Minimum Annual Rent payable during the immediately preceding term. The Monthly Rental Installments shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Rent for the Extension Term and shall be paid at the same time and in the same manner as provided in the Lease."

7. Right of First Offer. Landlord and Tenant acknowledge and agree that Tenant's right of first offer as set forth in Section 17.02 of the Lease is void by its terms and is of no further force or effect.

8. Sales Tax. Landlord and Tenant acknowledge and agree that to the extent that Tenant is exempt from sales tax in accordance with the laws of Florida, any reference to sales tax in the Lease shall be without force or effect.

9. Removal of Improvements. Upon the expiration or earlier termination of the Lease, Tenant shall remove any offices constructed in the warehouse portion of the Leased Premises and return the Leased Premises to its original condition (but Tenant shall not be required to remove the bathroom with showers and lockers and the bullet proof glass in the lobby portion of the Leased Premises, if any), reasonable wear and tear excepted.

10. Representations and Warranties.

(a) Tenant hereby represents and warrants that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the jurisdiction under which it was organized; (ii) Tenant is authorized to do business in the jurisdiction where the Leased Premises is located; and (iii) the individual(s) executing and delivering this Amendment on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the jurisdiction under which it was organized; (ii) Landlord is authorized to do business in the jurisdiction where the Leased Premises is located; and (iii) the individual(s) executing and delivering this Amendment on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

11. Examination of Amendment. Submission of this instrument for examination or signature to Tenant does not constitute a reservation or option, and it is not effective until execution by and delivery to both Landlord and Tenant.

12. Incorporation. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed by Landlord and Tenant. To the extent the terms hereof are inconsistent with the terms of the Lease, the terms hereof shall control.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGE(S))

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above.

LANDLORD:

WITNESSES:

Printed Name: Juneerkis Rodriguez

Printed Name: Breezinner Rodrayes

DUKE PGC AT QUANTUM 1-9, LLC,
a Delaware limited liability company

By: Duke Realty Limited Partnership,
an Indiana limited partnership, its
managing member

By: Duke Realty Corporation, an
Indiana corporation, its sole general
partner

By: _____
Edward P. Mitchell
Senior Vice President

Date of execution: 5-23-2018

TENANT:

WITNESSES:

Printed Name: Dwayla Ellis

Printed Name: Queenester Nieves

CITY OF BOYNTON BEACH, FLORIDA, a
municipality of the State of Florida

By: _____
Name: Steven B. Grant
Title: MAYOR

Attest: _____
Name: JUDITH A. PYLE
Title: City CLERK

Date of execution: 6/21/18

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ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT is made on this 10th day of May, 2018 by and between Fantasy Chocolates, Inc., a Florida corporation, hereinafter the "Assignor" and City of Boynton Beach, Florida, a municipality of the State of Florida (the "Assignee").

WITNESSETH:

WHEREAS, on April 23, 2012, Assignor entered into a Lease Agreement (the "Lease Agreement") with respect to certain premises located at 2045 High Ridge Road, Boynton Beach, FL 33342 (the "Premises"), entered into with Duke PGC at Quantum 1-9, LLC, a Delaware limited liability company.

WHEREAS, Assignor desires to assign its interest in the Lease Agreement to Assignee, which term of the Lease Agreement commenced on June 1, 2012 and expires on February 3, 2020.

WHEREAS, Upon execution of this Assignment of Lease, Landlord and Assignee will execute a First Amendment to Lease. This Assignment of Lease shall be contingent upon the execution of the First Amendment to Lease by the landlord.

THEREFORE, in consideration of the covenants, conditions and agreements contained in the above-referenced documents and for the sum of TEN AND NO/100 ($10.00) DOLLARS and other lawful consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true and correct and incorporated herein as if set forth in full.

2. Assignor hereby assigns all of its interest in the Lease Agreement to the Assignee. The Assignee hereby assumes the Lease and undertakes the monthly rent payments due from Tenant starting on June 1, 2018 and agrees to perform any other obligations in accordance with the terms of the Lease Agreement.

3. This Assignment shall be governed by the laws of the State of Florida.

[This Portion of the Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease Agreement on the date first written above.

Assignor:

WITNESSES:

Fantasy Chocolates, Inc.,
a Florida corporation

Print Name: Kirsten Uebrig

By:
Name: Kevin Coen
Title: President

Print Name: Adrienne Cuff

Assignee:

City of Boynton Beach, Florida,
a municipality of the State of Florida

Print Name: Sandra Ellis

By:
Name: Steven B. Grant
Title: Mayor

Print Name: Queenester Nieves

LEASE

THIS LEASE (the "Lease") is executed this 23rd day of April, 2012, by and between DUKE PGC AT QUANTUM 1-9, LLC, a Delaware limited liability company ("Landlord"), and FANTASY CHOCOLATES, INC., a Florida corporation ("Tenant").

ARTICLE 1 - LEASE OF PREMISES

Section 1.01. Basic Lease Provisions and Definitions.

(a) Leased Premises (shown outlined on **Exhibit A** attached hereto): a portion of the building commonly known as Gateway Center 5 (the "Building"), located at 2045 High Ridge Road, Boynton Beach, Florida 33426, within Gateway Center (the "Park"); provided, however, that prior to the Expansion Date (as hereinafter defined), the Leased Premises shall consist of only that portion labeled "Phase I" on **Exhibit A** hereto ("Phase I").

(b) Rentable Area: approximately 30,000 square feet; provided, however, that prior to the Expansion Date, the Rentable Area shall be 22,500 rentable square feet.

(c) Tenant's Proportionate Share: 52.06%; provided, however, that prior to the Expansion Date, Tenant's Proportionate Share shall be 39.04%.

(d) Minimum Annual Rent:

June 1, 2012 – January 31, 2013	$ 0.00
February 1, 2013 – January 31, 2014	$165,000.00
February 1, 2014 – January 31, 2015	$169,950.00
February 1, 2015 – January 31, 2016	$174,900.00
February 1, 2016 – January 31, 2017	$180,300.00
February 1, 2017 – January 31, 2018	$185,709.00
February 1, 2018 – January 31, 2019	$191,280.24
February 1, 2019 – January 31, 2020	$197,018.64

(Note: Minimum Annual Rent does not include applicable Florida State Sales Tax, or Additional Rent, which sums shall be the sole responsibility of Tenant.)

The foregoing schedule shall be adjusted based on the Commencement Date and the Expansion Date, as applicable, to ensure that Tenant receives a minimum of eight (8) months of rent abatement and pays seven (7) years of Minimum Annual Rent for the entire Leased Premises.

(e) Monthly Rental Installments:

June 1, 2012 – January 31, 2013	$ 0.00
February 1, 2013 – January 31, 2014	$13,750.00
February 1, 2014 – January 31, 2015	$14,162.50
February 1, 2015 – January 31, 2016	$14,575.00
February 1, 2016 – January 31, 2017	$15,025.00
February 1, 2017 – January 31, 2018	$15,475.75
February 1, 2018 – January 31, 2019	$15,940.02
February 1, 2019 – January 31, 2020	$16,418.22

(Note: Monthly Rental Installments do not include applicable Florida State Sales Tax, or Additional Rent, which sums shall be the sole responsibility of Tenant.)

The foregoing schedule shall be adjusted based on the Commencement Date and the Expansion Date, as applicable, to ensure that Tenant receives a minimum of eight (8) months of rent abatement and pays seven (7) years of Monthly Rental Installments for the entire Leased Premises.

(f) Intentionally Omitted.

(g) Target Commencement Date: June 1, 2012.

(h) Expiration Date: The date immediately preceding the seventh (7^{th}) anniversary of the Expansion Date.

(i) Security Deposit: $48,000.00.

(j) Broker(s): Levy Realty Advisors Inc. representing Tenant, and Duke Realty Services, LLC representing Landlord.

(k) Permitted Use: General office, light manufacturing, warehousing and storage of food products and related purposes.

(l) Address for notices and payments are as follows:

Landlord:	Duke PGC at Quantum 1-9, LLC c/o Duke Realty Corporation Attn.: South Florida Market – V.P., Asset Mgmt. & Customer Service 2400 North Commerce Parkway, Suite 405 Weston, FL 33326
With Payments to:	Duke PGC at Quantum 1-9, LLC c/o Duke Realty Corporation 75 Remittance Drive, Suite 1477 Chicago, IL 60675-1477
Tenant (prior to occupancy):	Fantasy Chocolates, Inc. 2885 South Congress Avenue, Unit A Delray Beach, Florida 33445
Tenant (following occupancy):	Fantasy Chocolates, Inc. 2045 High Ridge Road Boynton Beach, Florida 33426

(m) Guarantor: None.

EXHIBITS

Exhibit A: Leased Premises
Exhibit B: Tenant Improvements
Exhibit B-1: Phase I Scope of Work

Exhibit B-2: Phase II Scope of Work
Exhibit C-1: Phase I Letter of Understanding
Exhibit C-2: Phase II Letter of Understanding
Exhibit D: Rules and Regulations
Exhibit E: Offer Space

Section 1.02. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, under the terms and conditions herein, together with a non-exclusive right, in common with others, to use the following (collectively, the "Common Areas"): the areas of the Building and the underlying land and improvements thereto that are designed for use in common by all tenants of the Building and their respective employees, agents, customers, invitees and others.

ARTICLE 2 - TERM AND POSSESSION

Section 2.01. Lease Term. The Lease Term shall commence as of the date (the "Commencement Date") that Substantial Completion (as defined in **Exhibit B** hereto) of the Phase I Improvements (as defined in Section 2.02 below) occurs and shall continue through and including the Expiration Date. Upon the date (the "Expansion Date") that is the later to occur of (a) February 1, 2013, or (b) the date that Substantial Completion of the Phase II Improvements (as defined in Section 2.02 below) occurs, the Leased Premises shall be expanded to include that portion labeled "Phase II" on **Exhibit A** hereto ("Phase II").

Section 2.02. Construction of Tenant Improvements. Landlord shall construct and install all leasehold improvements to Phase I (the "Phase I Improvements") and all leasehold improvements to Phase II (the "Phase II Improvements"; the Phase I Improvements and the Phase II Improvements hereinafter, collectively, called the "Tenant Improvements") in accordance with **Exhibit B** attached hereto and made a part hereof.

Section 2.03. Surrender of the Leased Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair, (b) remove from the Leased Premises or where located (i) Tenant's Property (as defined in Section 8.01 below), (ii) all data and communications equipment, wiring and cabling (including above ceiling, below raised floors and behind walls), and (iii) any alterations required to be removed pursuant to Section 7.03 below, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear excepted. All of Tenant's Property that is not removed within ten (10) business days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section 2.03 shall survive the expiration or any earlier termination of this Lease.

Section 2.04. Holding Over. If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at one hundred fifty percent (150%) of the Monthly Rental Installments and Annual Rental Adjustment (as hereinafter defined) for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the rent paying

date. This Section 2.04 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

ARTICLE 3 - RENT

Section 3.01. Base Rent. Tenant shall pay to Landlord the Minimum Annual Rent in the Monthly Rental Installments, plus Florida State Sales Tax, in advance, without demand, deduction or offset, on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. The Monthly Rental Installments for partial calendar months shall be prorated. Tenant shall be responsible for delivering the Monthly Rental Installments to the payment address set forth in Section 1.01(l) above in accordance with this Section 3.01.

Section 3.02. Annual Rental Adjustment Definitions.

(a) "Annual Rental Adjustment" shall mean the amount of Tenant's Proportionate Share of Operating Expenses for a particular calendar year.

(b) "Operating Expenses" shall mean the amount of all of Landlord's costs and expenses paid or incurred in operating, repairing, replacing and maintaining the Building and the Common Areas in good condition and repair for a particular calendar year (including all additional costs and expenses that Landlord reasonably determines that it would have paid or incurred during such year if the Building had been fully occupied; furthermore, if the Building's occupancy is deemed substantially full in any calendar year, all costs and expenses paid or incurred during that year will be recoverable from the tenants of the Building), including by way of illustration and not limitation, the following: all Real Estate Taxes (as hereinafter defined), insurance premiums and deductibles; water, sewer, electrical and other utility charges other than the separately billed electrical and other charges paid by Tenant as provided in this Lease (or other tenants in the Building); painting; stormwater discharge fees; tools and supplies; repair costs; landscape maintenance costs; access patrols; license, permit and inspection fees; management fees (which shall not exceed 5% of the gross rental receipts for the Building); administrative fees; supplies, costs, wages and related employee benefits payable for the management, maintenance and operation of the Building; maintenance, repair and replacement of the driveways, parking areas, curbs and sidewalk areas (including snow and ice removal), landscaped areas, drainage strips, sewer lines, exterior walls, foundation, structural frame, roof, gutters and lighting; and maintenance and repair costs, dues, fees and assessments incurred under any covenants or charged by any owners association. The cost of any Operating Expenses that are capital in nature shall be amortized over the useful life of the improvement (as reasonably determined by Landlord), and only the amortized portion shall be included in Operating Expenses.

(c) "Tenant's Proportionate Share of Operating Expenses" shall mean an amount equal to the product of Tenant's Proportionate Share times the Operating Expenses. Said Operating Expenses are estimated to be $3.62 per square foot for calendar year 2012. Tenant acknowledges that said amount is only an estimate and agrees to reimburse Landlord for Tenant's Proportionate Share of the actual Operating Expenses under the Lease in accordance with this Section 3.02.

(d) "Real Estate Taxes" shall mean any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building or Common Areas, or against Landlord's business of leasing the Building, by any authority having the power to so charge or tax, together with costs and expenses of contesting the validity or amount of the Real Estate Taxes.

Section 3.03. Payment of Additional Rent.

(a) Any amount required to be paid by Tenant hereunder (in addition to Minimum Annual Rent) and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be considered "Additional Rent" payable in the same manner and upon the same terms and conditions as the Minimum Annual Rent reserved hereunder, except as set forth herein to the contrary. Any failure on the part of Tenant to pay such Additional Rent when and as the same shall become due shall entitle Landlord to the remedies available to it for non-payment of Minimum Annual Rent. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that (i) any excess costs incurred by Tenant and payable to Landlord in connection with the construction and installation of the Tenant Improvements (the "Excess Costs") shall not be considered Additional Rent under this Lease, (ii) neither party shall record Excess Costs as rental income or rental expense on its respective books and records, (iii) Tenant is not obligated to incur Excess Costs under this Lease, and (iv) the portion of the Tenant Improvements related to the Excess Costs are solely for Tenant's own use and benefit and the Excess Costs are in addition to, not in lieu of, the market rental rate charged by Landlord to Tenant under this Lease.

(b) In addition to the Minimum Annual Rent specified in this Lease, commencing as of the Commencement Date, Tenant shall pay to Landlord as Additional Rent for the Leased Premises, in each calendar year or partial calendar year during the Lease Term, an amount equal to the Annual Rental Adjustment for such calendar year. Landlord shall estimate the Annual Rental Adjustment annually, and written notice thereof shall be given to Tenant prior to the beginning of each calendar year. Tenant shall pay to Landlord each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Annual Rental Adjustment. Tenant shall be responsible for delivering the Additional Rent to the payment address set forth in Section 1.01(l) above in accordance with this Section 3.03. If Operating Expenses increase during a calendar year, Landlord may increase the estimated Annual Rental Adjustment one (1) time during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Rental Adjustment divided by the number of months remaining in such year. Within a reasonable time after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next rent payment or payments due from Tenant, as the case may be, the difference between the actual Annual Rental Adjustment for the preceding calendar year and the estimated amount paid by Tenant during such year. This Section 3.03 shall survive the expiration or any earlier termination of this Lease.

Section 3.04. Late Charges. Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue, such unpaid amount shall bear interest from the due date thereof to the date of payment at the prime rate of interest, as reported in the Wall Street Journal (the "Prime Rate") plus six percent (6%) per annum; provided, however such interest rate shall not be less than twelve percent (12%) per annum.

Section 3.05. Maximum Increase in Operating Expenses. Notwithstanding anything in this Lease to the contrary, Tenant will be responsible for Tenant's Proportionate Share of Real Estate Taxes, insurance premiums, utilities, trash removal, management fees (subject to the cap set forth in Section 3.02(b) above), and charges assessed against the Building pursuant to any covenants or owner's association ("Uncontrollable Expenses"), without regard to the level of increase in any or all of the above in any year or other period of time. Tenant's obligation to pay all other Building Operating Expenses that

are not Uncontrollable Expenses (herein "Controllable Expenses") shall be limited to a five percent (5%) per annum increase over the amount the Controllable Expenses per square foot for the immediately preceding calendar year would have been had the Controllable Expenses per square foot increased at the rate of five percent (5%) in all previous calendar years beginning with the actual Controllable Expenses per square foot for the year ending December 31, 2012. Notwithstanding the foregoing, to the extent there is a material change in immigration laws, an increase in the current minimum wage (as of the date of this Lease) or the unionization of the labor force (collectively, the "Uncontrollable Events") that actually impacts the cost of landscaping for the Building beyond the standard cost increases over time as a result of inflation, then the portion of such cost increase relating to the Uncontrollable Events (but excluding, the inflationary increases or costs not relating to the Uncontrollable Events) would not be subject to the five percent (5%) cap and Tenant shall pay Tenant's Proportionate Share of such costs in the same manner as the other Uncontrollable Expenses.

Section 3.06. Inspection and Audit Rights.

(a) Tenant shall have the right to inspect, at reasonable times and in a reasonable manner, during the sixty (60) day period following the delivery of Landlord's statement of the actual amount of the Annual Rental Adjustment (the "Inspection Period"), such of Landlord's books of account and records as pertain to and contain information concerning the Annual Rental Adjustment for the prior calendar year in order to verify the amounts thereof. Such inspection shall take place at Landlord's office upon at least fifteen (15) days prior written notice from Tenant to Landlord. Only Tenant or a certified public accountant that is not being compensated for its services on a contingency fee basis shall conduct such inspection. Tenant shall also agree to follow Landlord's reasonable procedures for auditing such books and records. Landlord and Tenant shall act reasonably in assessing the other party's calculation of the Annual Rental Adjustment. Tenant shall provide Landlord with a copy of its findings within thirty (30) days after completion of the audit. Tenant's failure to exercise its rights hereunder within the Inspection Period shall be deemed a waiver of its right to inspect or contest the method, accuracy or amount of such Annual Rental Adjustment.

(b) If Landlord and Tenant agree that Landlord's calculation of the Annual Rental Adjustment for the inspected calendar year was incorrect, the parties shall enter into a written agreement confirming such undisputed error and then Landlord shall make a correcting payment in full to Tenant within thirty (30) days after the determination of the amount of such error or credit such amount against future Additional Rent if Tenant overpaid such amount, and Tenant shall pay Landlord within thirty (30) days after the determination of such error if Tenant underpaid such amount. In the event of any errors on the part of Landlord that Landlord agrees were errors costing Tenant in excess of ten percent (10%) of Tenant's actual operating expense liability for any calendar year, Landlord will also reimburse Tenant for the costs of an audit reasonably incurred by Tenant in an amount not to exceed $2,500 within the above thirty (30) day period. If Tenant provides Landlord with written notice disputing the correctness of Landlord's statement, and if such dispute shall have not been settled by agreement within thirty (30) days after Tenant provides Landlord with such written notice, Tenant may submit the dispute to a reputable firm of independent certified public accountants selected by Tenant and approved by Landlord, and the decision of such accountants shall be conclusive and binding upon the parties. If such accountant decides that there was an error, Landlord will make correcting payment if Tenant overpaid such amount, and Tenant shall pay Landlord if Tenant underpaid such amount. The fees and expenses involved in such decision shall be borne by the party required to pay for the audit.

(c) All of the information obtained through Tenant's inspection with respect to financial matters (including, without limitation, costs, expenses and income) and any other matters pertaining to Landlord, the Leased Premises, the Building and/or the Park as well as any compromise, settlement or adjustment reached between Landlord and Tenant relative to the results of the inspection shall be held in

strict confidence by Tenant and its officers, agents, and employees; and Tenant shall cause its independent professionals to be similarly bound. The obligations within the preceding sentence shall survive the expiration or earlier termination of the Lease.

ARTICLE 4 - SECURITY DEPOSIT

Upon execution and delivery of this Lease by Tenant, Tenant shall deposit the Security Deposit with Landlord as security for the performance by Tenant of all of Tenant's obligations contained in this Lease. In the event of a default by Tenant, Landlord may apply all or any part of the Security Deposit to cure all or any part of such default; provided, however, that any such application by Landlord shall not be or be deemed to be an election of remedies by Landlord or considered or deemed to be liquidated damages. Tenant agrees promptly, upon demand, to deposit such additional sum with Landlord as may be required to maintain the full amount of the Security Deposit. All sums held by Landlord pursuant to this Article 4 shall be without interest and may be commingled by Landlord. Within forty-five (45) days following the end of the Lease Term, provided that there is then no uncured default or any repairs required to be made by Tenant pursuant to Section 2.03 above or Section 7.03 below, Landlord shall return the Security Deposit to Tenant.

ARTICLE 5 - OCCUPANCY AND USE

Section 5.01. Use. Tenant shall use the Leased Premises for the Permitted Use and for no other purpose without the prior written consent of Landlord.

Section 5.02. Covenants of Tenant Regarding Use.

(a) Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with all covenants that encumber the Building and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including, without limitation, those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, and (iii) comply with and obey all reasonable directions, rules and regulations of Landlord, including the Building Rules and Regulations attached hereto as **Exhibit D** and made a part hereof, as may be modified from time to time by Landlord on reasonable notice to Tenant.

(b) Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way cause a nuisance, obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any of Landlord's directions, rules and regulations, but agrees that any enforcement thereof shall be done uniformly. Tenant shall not overload the floors of the Leased Premises. All damage to the floor structure or foundation of the Building due to improper positioning or storage of items or materials shall be repaired by Landlord at the sole expense of Tenant, who shall reimburse Landlord immediately therefor upon demand. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner, except as expressly provided in the Permitted Use set forth in Section 1.01(k) above, that would (i) invalidate any policy of insurance now or hereafter carried by Landlord on the Building, or (ii) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged.

Section 5.03. Landlord's Rights Regarding Use. Without limiting any of Landlord's rights specified elsewhere in this Lease (a) Landlord shall have the right at any time, without notice to Tenant,

to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper so long as any such control, change or alteration does not materially and adversely affect Tenant's use of the Leased Premises for the Permitted Use, and (b) Landlord, its agents, employees and contractors and any mortgagee of the Building shall have the right to enter any part of the Leased Premises at reasonable times upon reasonable notice (except in the event of an emergency where no notice shall be required) for the purposes of examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), showing the same to prospective purchasers, mortgagees or tenants, and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor.

Section 5.04. Hurricane Shutters. Landlord shall provide Tenant with hurricane shutters for Tenant's use at the Leased Premises in case of a threat of hurricane, tropical storm, or other adverse weather conditions. Tenant agrees to (a) store the hurricane shutters in the Leased Premises in accordance with Landlord's recommendations, (b) be solely responsible for the maintenance and protection of the hurricane shutters, and (c) replace the hurricane shutters in the event of damage, theft or loss. If there is a threat of hurricane, tropical storm, or other adverse weather condition, it will be Tenant's sole responsibility to promptly install the hurricane shutters and to then remove the hurricane shutters after the weather threat has passed. Hurricane shutters will be installed on the pre-existing bolts installed by Landlord for such purposes, and Tenant shall not be permitted to drill or install other bolts, nails or other devices into the exterior of the Building. Tenant shall be solely responsible to monitor weather reports, and Landlord has no duty to advise Tenant of the threat of hurricane, tropical storm or other adverse weather condition nor will Landlord have any duty or obligation to assist or instruct Tenant in the installation or removal of the hurricane shutters. Upon the expiration or earlier termination of the Lease, Tenant shall return the hurricane shutters to Landlord in substantially the same condition in which such hurricane shutters were received, ordinary wear and tear excepted. From time to time but not more than once in any calendar year, within ten (10) days following Tenant's receipt of written notice from Landlord, Tenant shall deliver to Landlord an inventory of the hurricane shutters on hand. If Tenant fails to deliver the inventory to Landlord within the time specified, Landlord's agents or employees shall be given access to the Leased Premises to take the inventory themselves, and in such event, Tenant agrees to reimburse to Landlord, within ten (10) days of demand, an administrative fee in the fixed amount of $750.00 representing a reimbursement to Landlord of Landlord's time and expense to have the inventory performed.

ARTICLE 6 - UTILITIES

Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all utilities and services serving the Leased Premises. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services (at rates that would have been payable if such utilities and services had been directly billed by the utilities or services providers) and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other Building service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder.

ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS

Section 7.01. Repair and Maintenance of Building. Landlord shall make all necessary repairs, replacements and maintenance to the roof, sprinkler systems, exterior walls, foundation, structural frame

of the Building and the parking and landscaped areas and other Common Areas. The cost of such repairs, replacements and maintenance shall be included in Operating Expenses to the extent provided in Section 3.02; provided however, to the extent any such repairs, replacements or maintenance are required because of the negligence, misuse or default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall make such repairs at Tenant's sole expense after providing thirty (30) days written notice to Tenant, together with evidence that Tenant is responsible for such repairs, replacement or maintenance.

Section 7.02. Repair and Maintenance of Leased Premises.

(a) Tenant shall, at its own cost and expense, maintain the Leased Premises in good condition, regularly servicing and promptly making all repairs and replacements thereto, including but not limited to the electrical systems, heating, ventilation and air conditioning ("HVAC") systems, plate glass, floors, windows and doors, and plumbing systems. Tenant shall obtain a preventive maintenance contract on the HVAC systems and provide Landlord with a copy thereof. The preventive maintenance contract shall meet or exceed Landlord's standard maintenance criteria, and shall provide for the inspection and maintenance of the HVAC systems on at least a semi-annual basis.

(b) Notwithstanding anything to the contrary set forth in subsection (a) above, in the event that an HVAC unit serving the Leased Premises requires replacement and such replacement constitutes a "capital improvement" under generally accepted accounting principles (i) Tenant shall promptly notify Landlord of the need for such replacement, (ii) Landlord shall perform such replacement at its cost and expense (subject to clause (iii) below), and (iii) the cost of such replacement shall be amortized over the useful life of the replacement, as reasonably determined by Landlord in accordance with generally accepted accounting principles, and Tenant shall be obligated to pay (as Additional Rent, payable in the same manner and upon the same terms and conditions as the Minimum Annual Rent hereunder) for the portion of such amortized costs attributable to the remainder of the Lease Term, including any extensions thereof; provided, however, that in the event such replacement is needed as a result of Tenant's failure to maintain the HVAC unit properly or the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors or invitees, Tenant shall be required to perform the necessary repairs at its sole cost and expense.

Section 7.03. Alterations. Tenant shall not permit alterations in or to the Leased Premises unless and until Landlord has approved the plans therefor in writing. As a condition of such approval, Landlord may require Tenant to remove the alterations and restore the Leased Premises upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall either provide a payment bond to resolve the lien or cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien. Tenant agrees that at Landlord's option, Duke Construction Limited Partnership or a subsidiary or affiliate of Landlord, who shall receive a fee as Landlord's construction manager or general contractor, shall perform all work on any alterations to the Leased Premises at a competitive market rate.

ARTICLE 8 - INDEMNITY AND INSURANCE

Section 8.01. Release. All of Tenant's trade fixtures, merchandise, inventory, special fire protection equipment, telecommunication and computer equipment, supplemental air conditioning equipment, kitchen equipment and all other personal property in or about the Leased Premises, the Building or the Common Areas, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "Tenant's Property"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord (and its affiliates, property managers and mortgagees) from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building or the Common Areas, except to the extent of personal injury caused directly by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 8.01 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.01, the provisions of Section 8.06 shall prevail. This Section 8.01 shall survive the expiration or earlier termination of this Lease.

Section 8.02. Indemnification by Tenant. Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors of all tiers harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence, or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, the Building or the Common Areas, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence within the Leased Premises, in all such cases except to the extent of personal injury caused directly by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 8.02 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.02, the provisions of Section 8.06 shall prevail. This Section 8.02 shall survive the expiration or earlier termination of this Lease.

Section 8.03. Indemnification by Landlord. Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors of all tiers harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent arising out of or relating to any act, omission, negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors. Nothing contained in this Section 8.03 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Section 8.06 below and this Section 8.03, the provisions of Section 8.06 shall prevail. This Section 8.03 shall survive the expiration or earlier termination of this Lease.

Section 8.04. Tenant's Insurance.

(a) During the Lease Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent, covering Tenant's use of the Leased Premises against claims for bodily injury or

death or property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than $2,000,000 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto, but excluding those improvements, if any, made pursuant to Section 2.02 above), which insurance shall waive coinsurance limitations.

(iii) Worker's Compensation Insurance. Worker's Compensation insurance in amounts required by applicable law; provided, if there is no statutory requirement for Tenant, Tenant shall still obtain Worker's Compensation insurance coverage.

(iv) Business Interruption Insurance. Business Interruption Insurance with limits not less than an amount equal to two (2) years rent hereunder. Notwithstanding the foregoing, Tenant may elect not to carry Business Interruption Insurance; provided, however, that in such event Tenant shall release Landlord from any and all liability arising during the Lease Term that would have been covered by such Business Interruption Insurance had Tenant elected to carry such coverage.

(v) Automobile Insurance. Comprehensive Automobile Liability Insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of $1,000,000 combined single limit, per accident.

(b) All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State in which the Leased Premises is located and having an AM Best's rating of A IX or better, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant shall name Landlord, Landlord's managing agent, and any mortgagee requested by Landlord, as additional insureds under its commercial general liability, excess and umbrella policies (but only to the extent of the limits required hereunder). On or before the Commencement Date (or the date of any earlier entry or occupancy by Tenant), and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall furnish Landlord with certificates of insurance in the form of ACORD 25 (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, and that with the exception of Workers Compensation insurance, such insurance is primary and non-contributory. Upon Tenant's receipt of a request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

Section 8.05. Landlord's Insurance. During the Lease Term, Landlord shall maintain the following types of insurance, in the amounts specified below (the cost of which shall be included in Operating Expenses):

(a) Liability Insurance. Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent, covering the Common Areas against claims for bodily injury or death and property damage,

which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than $2,000,000 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(b) Property Insurance. Special Form Insurance in the amount of the full replacement cost of the Building, including, without limitation, any improvements, if any, made pursuant to Section 2.02 above, but excluding Tenant's Property and any other items required to be insured by Tenant pursuant to Section 8.04 above.

Section 8.06. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord (and its affiliates, property managers and mortgagees) and Tenant (and its affiliates) hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Leased Premises, its contents, or other portions of the Building or Common Areas arising from any risk which is required to be insured against by Sections 8.04(a)(ii), 8.04(a)(iii), and 8.05(b) above. The special form property insurance policies and worker's compensation insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

ARTICLE 9 - CASUALTY

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees promptly to restore and repair same; provided, however, Landlord's obligation hereunder with respect to the Leased Premises shall be limited to the reconstruction of such of the leasehold improvements as were originally required to be made by Landlord pursuant to Section 2.02 above, if any. Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (a) so destroyed that they cannot be repaired or rebuilt within two hundred ten (210) days from the casualty date; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Tenant waives any right under applicable laws inconsistent with the terms of this paragraph.

ARTICLE 10 - EMINENT DOMAIN

If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that the Leased Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

Section 11.01. Assignment and Sublease.

(a) Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent. In the event of any permitted assignment or subletting, Tenant

shall remain primarily liable hereunder, and any extension, expansion, rights of first offer, or rights of first refusal granted to Tenant under this Lease shall be rendered void and of no further force or effect. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

(b) By way of example and not limitation, Landlord shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Landlord's opinion (i) the Leased Premises are or may be in any way adversely affected; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations hereunder, or (iv) the prospective assignee or subtenant is a current tenant at the Park or is a bona-fide third-party prospective tenant. Landlord further expressly reserves the right to refuse to give its consent to any subletting if the proposed rent is publicly advertised to be less than the then current rent for similar premises in the Building. If Landlord refuses to give its consent to any proposed assignment or subletting, Landlord may, at its option, within thirty (30) days after receiving a request to consent, terminate this Lease by giving Tenant thirty (30) days' prior written notice of such termination, whereupon each party shall be released from all further obligations and liability hereunder, except those which expressly survive the termination of this Lease. Notwithstanding the foregoing, in the event Landlord elects to terminate this Lease pursuant to the immediately preceding sentence, Tenant shall have the right to withdraw its assignment or sublet request within ten (10) days after receipt of Landlord's termination notice, whereupon Landlord's termination shall be ineffective and this Lease shall continue in full force and effect.

(c) If Tenant shall make any assignment or sublease, with Landlord's consent, for a rental in excess of the rent payable under this Lease, Tenant shall pay to Landlord all of any such excess rental upon receipt. Tenant agrees to pay Landlord $500.00 upon demand by Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any requested assignment, subletting or any other hypothecation of this Lease or Tenant's interest in and to the Leased Premises as consideration for Landlord's consent.

Section 11.02. Permitted Transfer. Notwithstanding anything to the contrary contained in Section 11.01 above, Tenant shall have the right, without Landlord's consent, but upon ten (10) days' prior notice to Landlord, to (a) sublet all or part of the Leased Premises to any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant; (b) assign all or any part of this Lease to any related corporation or other entity which controls Tenant, is controlled by Tenant, or is under common control with Tenant, or to a successor entity into which or with which Tenant is merged or consolidated or which acquires substantially all of Tenant's assets or property; or (c) effectuate any public offering of Tenant's stock on the New York Stock Exchange or in the NASDAQ over the counter market, provided that in the event of a transfer pursuant to clause (b), the tangible net worth after any such transaction is not less than the tangible net worth of Tenant as of the date hereof and provided further that such successor entity assumes all of the obligations and liabilities of Tenant (any such entity hereinafter referred to as a "Permitted Transferee"). For the purpose of this Article 11, (i) "control" shall mean ownership of not less than fifty percent (50%) of all voting stock or legal and equitable interest in such corporation or entity, and (ii) "tangible net worth" shall mean the excess of the value of tangible assets (i.e. assets excluding those which are intangible such as goodwill, patents and trademarks) over liabilities. Any such transfer shall not relieve Tenant of its obligations under this Lease. Nothing in this paragraph is intended to nor shall permit Tenant to transfer its interest under this Lease as part of a fraud or subterfuge to intentionally avoid its obligations under this Lease (for example, transferring its interest to a shell corporation that subsequently files a bankruptcy), and any such transfer shall constitute a Default hereunder. Any change in control of Tenant resulting from a merger,

consolidation, or a transfer of partnership or membership interests, a stock transfer, or any sale of substantially all of the assets of Tenant that do not meet the requirements of this Section 11.02 shall be deemed an assignment or transfer that requires Landlord's prior written consent pursuant to Section 11.01 above.

ARTICLE 12 - TRANSFERS BY LANDLORD

Section 12.01. Sale of the Building. Landlord shall have the right to sell the Building at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder after the date of such conveyance.

Section 12.02. Estoppel Certificate. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost to Landlord, an estoppel certificate in such form as Landlord may reasonably request certifying (a) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (b) the date to which rent has been paid, (c) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (d) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Building.

Section 12.03. Subordination. This Lease is and shall be expressly subject and subordinate at all times to the lien of any present or future mortgage or deed of trust encumbering fee title to the Leased Premises. If any such mortgage or deed of trust be foreclosed, upon request of the mortgagee or beneficiary ("Landlord's Mortgagee"), as the case may be, Tenant will attorn to the purchaser at the foreclosure sale. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that subordination of this Lease to any present or future mortgage or trust deed shall be conditioned upon the mortgagee, beneficiary, or purchaser at foreclosure, as the case may be agreeing that Tenant's occupancy of the Leased Premises and other rights under this Lease shall not be disturbed by reason of the foreclosure of such mortgage or trust deed, as the case may be, so long as Tenant is not in default under this Lease. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, any instrument that Landlord deems reasonably necessary or desirable to confirm the subordination of this Lease.

ARTICLE 13 - DEFAULT AND REMEDY

Section 13.01. Default. The occurrence of any of the following shall be a "Default":

(a) Tenant fails to pay any Monthly Rental Installments or Additional Rent (i) within five (5) days following written notice from Landlord on the first occasion in any twelve (12) month period, or (ii) within five (5) days after the same is due on any subsequent occasion within said twelve (12) month period. Tenant hereby expressly waives any additional notice required under §83.20 of the Florida Statutes.

(b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.

(c) Tenant shall vacate or abandon the Leased Premises, or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days.

(d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article 11 of this Lease.

(e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of a violation of the performance of any (but not necessarily the same) term or condition of this Lease three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at Landlord's option, represent a separate Default.

Section 13.02. Remedies. Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

(a) Landlord may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses that Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action.

(b) Landlord may terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this Lease and in and to the Leased Premises shall terminate. Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice. Furthermore, Tenant shall be liable to Landlord for the unamortized balance of any leasehold improvement allowance and brokerage fees paid in connection with the Lease.

(c) Without terminating this Lease, Landlord may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to Landlord, and Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that Landlord may have. Upon termination of possession, Landlord may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to Landlord an amount equal to (i) the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period being referred to herein as the "Remaining Term"), (ii) the costs of recovering possession of the Leased

Premises and all other expenses, loss or damage incurred by Landlord by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, tenant finish improvements, brokers' commissions and attorneys' fees, and (iii) all unpaid Minimum Annual Rent and Additional Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations"). Neither the filing of any dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

(d) Landlord may terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, an amount which, at the date of such termination is equal to the sum of the following: (i) the value of the excess, if any, discounted at the prime rate of interest (as reported in the *Wall Street Journal*), of (A) the Minimum Annual Rent, Additional Rent and all other sums that would have been payable hereunder by Tenant for the Remaining Term, less (B) the aggregate reasonable rental value of the Leased Premises for the Remaining Term, as determined by a real estate broker licensed in the State of Florida who has at least ten (10) years of experience, (ii) all of Landlord's Default Damages, and (iii) all Prior Obligations. Landlord and Tenant acknowledge and agree that the payment of the amount set forth in clause (i) above shall not be deemed a penalty, but shall merely constitute payment of liquidated damages, it being understood that actual damages to Landlord are extremely difficult, if not impossible, to ascertain. It is expressly agreed and understood that all of Tenant's liabilities and obligations set forth in this subsection (d) shall survive termination.

(e) With or without terminating this Lease, Landlord may declare immediately due and payable the sum of the following: (i) the present value (discounted at the prime rate of interest, as reported in the *Wall Street Journal*) of all Minimum Annual Rent and Additional Rent due and coming due under this Lease for the entire Remaining Term (as if by the terms of this Lease they were payable in advance), (ii) all Default Damages, and (iii) all Prior Obligations, whereupon Tenant shall be obligated to pay the same to Landlord; provided, however, that such payment shall not be deemed a penalty or liquidated damages, but shall merely constitute payment in advance of all Minimum Annual Rent and Additional Rent payable hereunder throughout the Remaining Term, and provided further, however, that upon Landlord receiving such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenant and subtenants on account of said Leased Premises during the Remaining Term (but only to the extent that the monies to which Tenant shall so become entitled do not exceed the entire amount actually paid by Tenant to Landlord pursuant to this subsection (e)), less all Default Damages of Landlord incurred but not yet reimbursed by Tenant.

(f) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Default.

Section 13.03. Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder. In no event, however, shall Landlord be liable to Tenant for any consequential or punitive damages.

Section 13.04. Limitation of Landlord's Liability. If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 13.05. Nonwaiver of Defaults. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Section 13.06. Attorneys' Fees. If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for reasonable attorneys' fees incurred in connection therewith. In addition, if a monetary Default shall occur and Landlord engages outside counsel to exercise its remedies hereunder, and then Tenant cures such monetary Default, Tenant shall pay to Landlord, on demand, all expenses incurred by Landlord as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred.

ARTICLE 14 - LANDLORD'S RIGHT TO RELOCATE TENANT

INTENTIONALLY OMITTED.

ARTICLE 15 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

Section 15.01. Environmental Definitions.

(a) "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

(b) "Hazardous Substances" shall mean those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws and petroleum products.

Section 15.02. Restrictions on Tenant. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

Section 15.03. Notices, Affidavits, Etc. Tenant shall immediately (a) notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of any Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises, and (b) deliver to Landlord any notice received by Tenant relating to (a)(i) and (a)(ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 15.04. Tenant's Indemnification. Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 15. The covenants and obligations under this Article 15 shall survive the expiration or earlier termination of this Lease.

Section 15.05. Existing Conditions. Notwithstanding anything contained in this Article 15 to the contrary, Tenant shall not have any liability to Landlord under this Article 15 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease (or any earlier occupancy of the Leased Premises by Tenant) except to the extent Tenant exacerbates the same.

Section 15.06. Landlord's Indemnity. Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from and against any clean-up costs, remedial costs, preventative costs, and/or any governmental fees, costs, expenses, charges or the like arising from any presence of any Hazardous Substances upon or within the Leased Premises which were caused by Landlord, its agents, employees or contractors. Nothing in this Section 15.06 shall be interpreted as imposing any liability on Landlord for any other costs or expenses incurred by Tenant including any lost sales or profits of Tenant resulting from any such presence. The covenants and obligations under this Article 15 shall survive the expiration or earlier termination of this Lease.

ARTICLE 16 - MISCELLANEOUS

Section 16.01. Benefit of Landlord and Tenant. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

Section 16.02. Governing Law. This Lease shall be governed in accordance with the laws of the State where the Building is located.

Section 16.03. Force Majeure. Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

Section 16.04. Examination of Lease. Submission of this instrument by Landlord to Tenant for examination or signature does not constitute an offer by Landlord to lease the Leased Premises. This Lease shall become effective, if at all, only upon the execution by and delivery to both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord constitutes an offer to lease the Leased Premises on the terms contained herein.

Section 16.05. Indemnification for Leasing Commissions. The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this Lease are the Brokers and that no other party is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this Lease. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto. Landlord shall pay any commissions due Brokers based on this Lease pursuant to separate agreements between Landlord and Brokers.

Section 16.06. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Section 1.01(l). If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

Section 16.07. Partial Invalidity; Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 16.08. Financial Statements. During the Lease Term and any extensions thereof, Tenant shall provide to Landlord on an annual basis, within ninety (90) days following the end of Tenant's fiscal year, a copy of Tenant's most recent financial statements prepared as of the end of Tenant's fiscal year. Such financial statements shall be signed by Tenant or an officer of Tenant, if applicable, who shall attest to the truth and accuracy of the information set forth in such statements, or if the Minimum Annual Rent hereunder exceeds $100,000.00, said statements shall be certified and, if available, audited. All financial statements provided by Tenant to Landlord hereunder shall be prepared in conformity with generally accepted accounting principles, consistently applied.

Section 16.09. Representations and Warranties.

(a) Tenant hereby represents and warrants that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Tenant is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Landlord is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

Section 16.10. Signage. Tenant may, at its own expense, erect a sign concerning the business of Tenant that shall be in keeping with the decor and other signs on the Building. All signage (including the signage described in the preceding sentence) in or about the Leased Premises shall be first approved by

Landlord and shall be in compliance with any codes and recorded restrictions applicable to the sign or the Building. The location, size and style of all signs shall be approved by Landlord. Tenant agrees to maintain any sign in good state of repair, and upon expiration of the Lease Term, Tenant agrees to promptly remove such signs and repair any damage to the Leased Premises.

Section 16.11. Parking. Tenant shall be entitled to the non-exclusive use of the parking spaces designated for the Building by Landlord. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of the parking facilities. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces between Tenant and other tenants. There will be no assigned parking unless Landlord, in its sole discretion, deems such assigned parking advisable. No vehicle may be repaired or serviced in the parking area and any vehicle brought into the parking area by Tenant, or any of Tenant's employees, contractors or invitees, and deemed abandoned by Landlord will be towed and all costs thereof shall be borne by Tenant. All driveways, ingress and egress, and all parking spaces are for the joint use of all tenants. There shall be no parking permitted on any of the streets or roadways located within the Park. In addition, Tenant agrees that its employees will not park in the spaces designated visitor parking.

Section 16.12. Consent or Approval. Where the consent or approval of a party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

Section 16.13. Time. Time is of the essence of each term and provision of this Lease.

Section 16.14. Patriot Act. Each of Landlord and Tenant, each as to itself, hereby represents its compliance and its agreement to continue to comply with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Each of Landlord and Tenant further represents (such representation to be true throughout the Lease Term) (a) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (b) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the website address www.ustreas.gov/offices/enforcement/ofac.

Section 16.15. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 17 - SPECIAL STIPULATIONS

Section 17.01. Option to Extend.

(a) Grant and Exercise of Option. Provided that (i) no default has occurred and is then continuing, (ii) the creditworthiness of Tenant is then reasonably acceptable to Landlord, and (iii) Tenant originally named herein remains in possession of and has been continuously operating in the entire Leased Premises throughout the Lease Term, Tenant shall have one (1) option to extend the Lease Term for one (1) additional period of five (5) years (the "Extension Term"). The Extension Term shall be upon the same terms and conditions contained in the Lease except (x) Tenant shall not have any further option to extend, (y) any improvement allowances or other concessions applicable to the Leased Premises under

the Lease shall not apply to the Extension Term, and (z) the Minimum Annual Rent shall be adjusted as set forth herein ("Rent Adjustment"). Tenant shall exercise such option by delivering to Landlord, no later than one hundred eighty (180) days prior to the expiration of the current Lease Term, written notice of Tenant's desire to extend the Lease Term. Tenant's failure to properly exercise such option shall be deemed a waiver of such option. If Tenant properly exercises its option to extend, Landlord shall notify Tenant of the Rent Adjustment no later than ninety (90) days prior to the commencement of the Extension Term. Tenant shall be deemed to have accepted the Rent Adjustment if it fails to deliver to Landlord a written objection thereto within five (5) business days after receipt thereof. If Tenant properly exercises its option to extend, Landlord and Tenant shall execute an amendment to the Lease (or, at Landlord's option, a new lease on the form then in use for the Building) reflecting the terms and conditions of the Extension Term within thirty (30) days after Tenant's acceptance (or deemed acceptance) of the Rent Adjustment.

(b) Rent Adjustment. The Minimum Annual Rent for the Extension Term shall be an amount equal to the Minimum Annual Rent then being quoted by Landlord to prospective renewing tenants of the Building for space of comparable size and quality and with similar or equivalent improvements as are found in the Building, and if none, then in similar buildings in the vicinity; provided, however, that in no event shall the Minimum Annual Rent during the Extension Term be less than the highest Minimum Annual Rent payable during the immediately preceding term. The Monthly Rental Installments shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Rent for the Extension Term and shall be paid at the same time and in the same manner as provided in the Lease.

Section 17.02. Right of First Offer.

(a) Provided that (i) no default has occurred and is then continuing, (ii) the creditworthiness of Tenant is then reasonably acceptable to Landlord, and (iii) Tenant originally named herein remains in possession of and has been continuously operating in the entire Leased Premises throughout the Lease Term, and subject to any rights of other tenants to the Offer Space (as defined herein) and Landlord's right to renew or extend the lease term of any other tenant with respect to the portion of the Offer Space now or hereafter leased by such other tenant, Landlord shall, before entering into a lease with a third party for the space located in the Building shown on the attached **Exhibit E** (the "Offer Space"), notify Tenant in writing of the availability of the Offer Space for leasing and setting forth the terms and conditions upon which Landlord is willing to lease the Offer Space to Tenant ("Landlord's Notice"). Tenant shall have five (5) business days from its receipt of Landlord's Notice to deliver to Landlord a written notice agreeing to lease the Offer Space on the terms and conditions contained in Landlord's Notice ("Tenant's Acceptance"). In the event Tenant fails to deliver Tenant's Acceptance to Landlord within said five (5)-business day period, such failure shall be conclusively deemed a rejection of the Offer Space and a waiver by Tenant of this right of first offer, whereupon Tenant shall have no further rights with respect to the Offer Space and Landlord shall be free to lease the Offer Space to a third party.

(b) The term for the Offer Space shall be coterminous with the term for the original Leased Premises; provided, however, that the minimum term for the Offer Space shall be three (3) years and the term for the then existing Leased Premises ("Existing Premises") shall be extended, if necessary, to be coterminous with the term for the Offer Space. If the Lease Term for the Existing Premises is extended as provided above, the Minimum Annual Rent for such extension term shall be an amount equal to the Minimum Annual Rent then being quoted by Landlord to prospective renewing tenants of the Building for space of comparable size and quality and with similar or equivalent improvements as are found in the Building, and if none, then in similar buildings in the vicinity; provided, however, that in no event shall the Minimum Annual Rent during such extension term be less than the highest Minimum Annual Rent payable during the immediately preceding term.

(c) If Tenant properly exercises its right of first offer, Landlord and Tenant shall enter into an amendment to this Lease adding the Offer Space to the Leased Premises upon the terms and conditions set forth herein and making such other modifications to this Lease as are appropriate under the circumstances. If Tenant shall fail to enter into such amendment within ten (10) days following Tenant's Acceptance, then Landlord may terminate this right of first offer by notifying Tenant in writing, in which event Tenant shall have no further rights with respect to the Offer Space and Landlord shall be free to lease the Offer Space to a third party.

Section 17.03. Moving Allowance. Landlord shall pay to Tenant a moving allowance of Thirty Thousand and No/100 Dollars ($30,000.00) at such time as all of the following events have occurred: (a) Tenant has taken occupancy of the Leased Premises and has begun operating Tenant's business therein, and (b) Tenant has executed and delivered to Landlord the Letter of Understanding required under Section 6(a) of **Exhibit B** of this Lease.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

WITNESSES:

Printed Name: Ana M. Hernandez

Printed Name: Nina Soria

Date of execution: 4/23/2012

DUKE PGC AT QUANTUM 1-9, LLC,
a Delaware limited liability company

By: Duke Realty Limited Partnership,
an Indiana limited partnership, its managing member

By: Duke Realty Corporation, an Indiana corporation, its general partner

By: Edward P. Mitchell
Senior Vice President
South Florida Operations

TENANT:

WITNESSES:

Printed Name: Ann McLevy

Printed Name: Robert C. Smith

Date of execution: 4/20/12

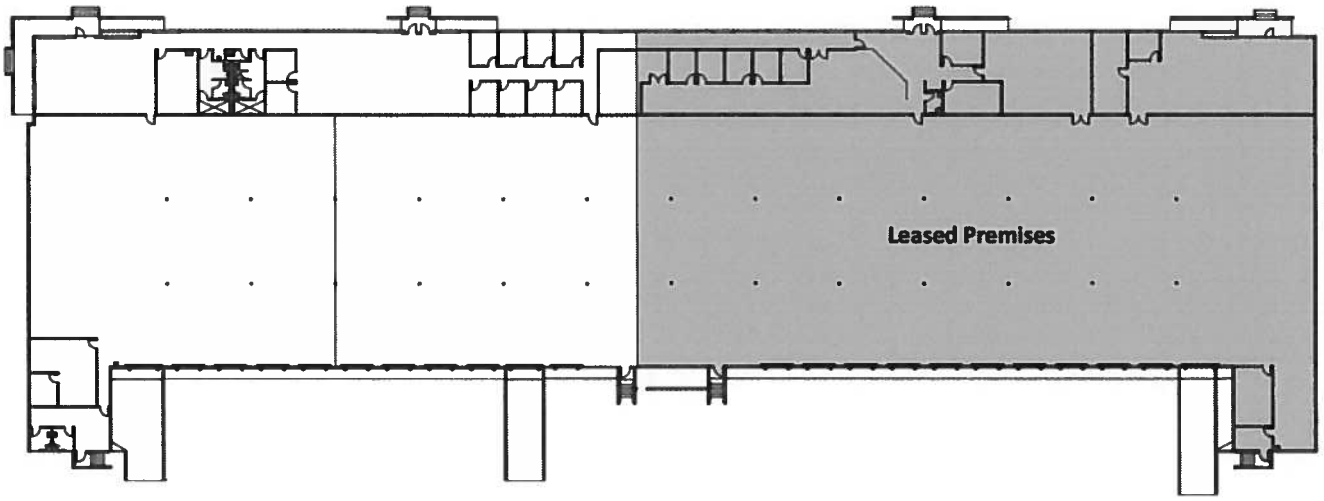
FANTASY CHOCOLATES, INC., a Florida corporation

By:
Name: Becky Gardner
Title: President

Attest:
Name: Bill Gardner
Title: Vice President

EXHIBIT A

SITE PLAN OF LEASED PREMISES



Gateway Center - Building 5

EXHIBIT B

TENANT IMPROVEMENTS

1. Landlord's Obligations. Tenant has personally inspected the Leased Premises and accepts the same **"AS IS"** without representation or warranty by Landlord of any kind and with the understanding that Landlord shall have no responsibility with respect thereto, except to construct and install within the Leased Premises, in a good and workmanlike manner, the Tenant Improvements, in accordance with this **Exhibit B**.

2. Construction Drawings.

(a) Phase I CD's. Promptly following the date hereof, Landlord shall prepare and submit to Tenant a set of construction drawings (the "Phase I CD's") covering all work to be performed by Landlord in constructing and installing the Phase I Improvements, which shall be based on the scope of work attached as **Exhibit B-1** hereto. Tenant shall have five (5) days after receipt of the Phase I CD's in which to review the Phase I CD's and to give to Landlord written notice of Tenant's approval of the Phase I CD's or its requested changes to the Phase I CD's. Tenant shall have no right to request any changes to the Phase I CD's that would increase the scope of work or materially alter the exterior appearance or basic nature of the Building or the Building systems. If Tenant fails to approve or request changes to the Phase I CD's within five (5) days after its receipt thereof, Tenant shall be deemed to have approved the Phase I CD's, and the same shall thereupon be final. If Tenant requests any changes to the Phase I CD's, Landlord shall make those changes which are reasonably requested by Tenant and shall, within ten (10) days of its receipt of such request, submit the revised portion of the Phase I CD's to Tenant. Tenant may not thereafter disapprove the revised portions of the Phase I CD's unless Landlord has unreasonably failed to incorporate reasonable comments of Tenant and, subject to the foregoing, the Phase I CD's, as modified by said revisions, shall be deemed to be final upon the submission of said revisions to Tenant. Tenant shall at all times in its review of the Phase I CD's, and of any revisions thereto, act reasonably and in good faith. Without limiting the foregoing, Tenant agrees to confirm Tenant's consent to the Phase I CD's in writing within three (3) days following Landlord's written request therefor.

(b) Phase II CD's. Within ninety (90) days following the date hereof, Landlord shall prepare and submit to Tenant a set of construction drawings (the "Phase II CD's"; the Phase I CD's and the Phase II CD's referred to herein, collectively, as the "CD's") covering all work to be performed by Landlord in constructing and installing the Phase II Improvements, which shall be based on the scope of work attached as **Exhibit B-2** hereto. Tenant shall have five (5) days after receipt of the Phase II CD's in which to review the Phase II CD's and to give to Landlord written notice of Tenant's approval of the Phase II CD's or its requested changes to the Phase II CD's. Tenant shall have no right to request any changes to the Phase II CD's that would increase the scope of work or materially alter the exterior appearance or basic nature of the Building or the Building systems. If Tenant fails to approve or request changes to the Phase II CD's within five (5) days after its receipt thereof, Tenant shall be deemed to have approved the Phase II CD's, and the same shall thereupon be final. If Tenant requests any changes to the Phase II CD's, Landlord shall make those changes which are reasonably requested by Tenant and shall, within ten (10) days of its receipt of such request, submit the revised portion of the Phase II CD's to Tenant. Tenant may not thereafter disapprove the revised portions of the Phase II CD's unless Landlord has unreasonably failed to incorporate reasonable comments of Tenant and, subject to the foregoing, the Phase II CD's, as modified by said revisions, shall be deemed to be final upon the submission of said revisions to Tenant. Tenant shall at all times in its review of the Phase II CD's, and of any revisions thereto, act reasonably and in good faith. Without limiting the foregoing, Tenant agrees to confirm Tenant's consent to the Phase II CD's in writing within three (3) days following Landlord's written request therefor.

3. Schedule and Early Occupancy. Landlord shall use commercially reasonable speed and diligence to (a) Substantially Complete the Phase I Improvements on or before June 1, 2012, and (b) Substantially Complete the Phase II Improvements on or before February 1, 2013. Landlord shall provide Tenant with a proposed schedule for the construction and installation of the Tenant Improvements and shall notify Tenant of any material changes to said schedule. Tenant agrees to coordinate with Landlord regarding the installation of Tenant's phone and data wiring and any other trade related fixtures that will need to be installed in the Leased Premises prior to Substantial Completion. In addition, if and to the extent permitted by applicable laws, rules and ordinances, Tenant shall have the right to enter the applicable portion of the Leased Premises for seven (7) days prior to the scheduled date for Substantial Completion (as may be modified from time to time) in order to install fixtures (such as racking) and otherwise prepare the Leased Premises for occupancy, which right shall expressly exclude making any structural modifications. During any such entry, (a) Tenant shall comply with all terms and conditions of this Lease other than the obligation to pay rent, (b) Tenant shall not interfere with Landlord's completion of the Tenant Improvements, (c) Tenant shall cause its personnel and contractors to comply with the terms and conditions of Landlord's rules of conduct (which Landlord agrees to furnish to Tenant upon request), and (d) Tenant shall not begin operation of its business in the applicable portion of the Leased Premises. Tenant acknowledges that Tenant shall be responsible for obtaining all applicable permits and inspections relating to any such entry by Tenant.

4. Change Orders. Tenant shall have the right to request changes to the CD's at any time following the date hereof by way of written change order (each, a "Change Order", and collectively, "Change Orders"). Provided such Change Order is reasonably acceptable to Landlord, Landlord shall prepare and submit promptly to Tenant a memorandum setting forth the impact on cost and schedule resulting from said Change Order (the "Change Order Memorandum of Agreement"). Tenant shall, within three (3) days following Tenant's receipt of the Change Order Memorandum of Agreement, either (a) execute and return the Change Order Memorandum of Agreement to Landlord, or (b) retract its request for the Change Order. At Landlord's option, Tenant shall pay to Landlord (or Landlord's designee), within ten (10) days following Landlord's request, any increase in the cost to construct the Tenant Improvements resulting from the Change Order, as set forth in the Change Order Memorandum of Agreement. Landlord shall not be obligated to commence any work set forth in a Change Order until such time as Tenant has delivered to Landlord the Change Order Memorandum of Agreement executed by Tenant and, if applicable, Tenant has paid Landlord in full for said Change Order.

5. Tenant Delay. Notwithstanding anything to the contrary contained in the Lease, if Substantial Completion of the Tenant Improvements is delayed beyond the applicable target completion date as a result of Tenant Delay (as hereinafter defined), then, (a) for purposes of determining the Commencement Date, Substantial Completion of the Phase I Improvements shall be deemed to have occurred on the date that Substantial Completion of the Phase I Improvements would have occurred but for such Tenant Delay, and (b) for purposes of determining the Expansion Date, Substantial Completion of the Phase II Improvements shall be deemed to have occurred on the date that Substantial Completion of the Phase II Improvements would have occurred but for such Tenant Delay. Without limiting the foregoing, Landlord shall use commercially reasonable speed and diligence to Substantially Complete the Tenant Improvements on or before the applicable target completion date.

6. Letter of Understanding.

(a) Promptly following the Commencement Date, Tenant shall execute Landlord's Letter of Understanding in substantially the form attached hereto as **Exhibit C-1** and made a part hereof, acknowledging (a) the Commencement Date of this Lease, and (b) except for any punchlist items, that Landlord has Substantially Completed the Phase I Improvements. If Tenant takes possession of and

occupies Phase I, Tenant shall be deemed to have accepted Phase I and that the condition of Phase I and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects, subject to any punchlist items.

(b) Promptly following the Expansion Date, Tenant shall execute Landlord's Letter of Understanding in substantially the form attached hereto as **Exhibit C-2** and made a part hereof, acknowledging (a) the Expansion Date, and (b) except for any punchlist items, that Landlord has Substantially Completed the Phase II Improvements. If Tenant takes possession of and occupies Phase II, Tenant shall be deemed to have accepted Phase II and that the condition of Phase II and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects, subject to any punchlist items.

7. Definitions. For purposes of this Lease, (a) "Substantial Completion" (or any grammatical variation thereof) shall mean, with respect to Phase I, completion of construction of the Phase I Improvements, subject only to punchlist items to be identified by Landlord and Tenant in a joint inspection of Phase I prior to Tenant's occupancy, as established by a certificate of occupancy for Phase I or other similar authorization issued by the appropriate governmental authority, if required, (b) "Substantial Completion" (or any grammatical variation thereof) shall mean, with respect to Phase II, completion of construction of the Phase II Improvements, subject only to punchlist items to be identified by Landlord and Tenant in a joint inspection of Phase II prior to Tenant's occupancy, as established by a certificate of occupancy for Phase II or other similar authorization issued by the appropriate governmental authority, if required, and (c) "Tenant Delay" shall mean any delay in the completion of the Tenant Improvements attributable to Tenant, including, without limitation (i) Tenant's failure to meet any time deadlines specified herein, (ii) Change Orders, (iii) the performance of any other work in the Leased Premises by any person, firm or corporation employed by or on behalf of Tenant, or any failure to complete or delay in completion of such work, (iv) Landlord's inability to obtain an occupancy permit for the Leased Premises because of the need for completion of all or a portion of improvements being installed in the Leased Premises directly by Tenant, and (v) any other act or omission of Tenant.

8. Cooperation. Landlord and Tenant acknowledge that Tenant will be occupying Phase I during the construction of the Phase II Improvements. Tenant further acknowledges and agrees that it will use reasonable efforts to cooperate with Landlord in connection with Landlord's construction and installation of the Phase II Improvements and Landlord's entry into Phase I pursuant thereto. Notwithstanding the foregoing, while constructing and installing the Phase II Improvements, Landlord shall use reasonable efforts not to interfere with Tenant's business operations in Phase I.

EXHIBIT B-1

PHASE I SCOPE OF WORK

Job: Williams & Bennett (WILBEA-011)
Property: Gateway Center 5 (PBDRG005)
Customer: Williams & Bennett Fine Foods, Inc.

General Details

Estimate Date:	03/09/2012	Project Manager:	Bob Close	Office RSF:	7,500
Estimate Version No.:	J-2	Leasing Agent:	Justin Cope	Warehouse RSF:	22,500
				Total RSF:	30,000
Arch. Drawings By:		Suite Number:			
Drawing Date:		Building Type:	Industrial		

Time Period Requirements (in Weeks)

Architectural / Mechanical / Electrical / Plumbing Design:	4
Bid Process:	2
Building Permit:	5
Construction:	8
Punch List Completion:	3
	23

Scope Details

	Quantity	Units
GENERAL CONDITIONS		
PERMITS/BONDS/INSURANCE/LEGAL		
Building Permits		
Building Permit	1	LS
DUKE REALTY PROJECT STAFF		
Office Staff		
Project Manager	40	HRS
Superintendent		
Project Superintendent	40	HRS
DESIGN EXPENSES		
MEP Design		
MEP Design	1	LS
MECHANICAL		
PLUMBING		
General Plumbing		
Restrooms (all inclusive)- Single Restroom in Warehouse Area (VCT Floors, Painted Walls, standard fixtures)	1	LS
HVAC SYSTEM		
Cooling Only Roof Top Units		
Warehouse Cooling- 74 Degrees @ 12'	60	TONS
ELECTRICAL SYSTEMS		
ELECTRICAL SYSTEMS		
Electrical Power		
Fork Lift Battery Charger Disconnect - 480V/20Amp	1	EA
HVAC Power		
Power for 25 ton RTU	3	EA

Exclusions / Qualifications / Alternates

Job: Williams & Bennett (WILBEA-011)
Property: Gateway Center 5 (PBDRG005)
Customer: Williams & Bennett Fine Foods, Inc.

General Details

Estimate Date:	03/05/2012	Project Manager:	Bob Close	Office RSF:	7,500
Estimate Version No.:	J-2	Leasing Agent:	Justin Cope	Warehouse RSF:	22,500
				Total RSF:	30,000
Arch. Drawings By:		Suite Number:			
Drawing Date:		Building Type:	Industrial		

Exclusions
Voice/Data
Security Access
Furniture

Qualifications
1. Above costs are based on work being performed during normal working hours
2. It will be the responsibility of the tenant to move all furniture, personal items, computer electronics and communications equipment unless otherwise noted in the above scope.

Alternates
There are no alternates

EXHIBIT B-2

PHASE II SCOPE OF WORK

Job: Williams & Bennett (WILBEA-011)
Property: Gateway Center 5 (PBDRG005)
Customer: Williams & Bennett Fine Foods, Inc.

General Details

Estimate Date:	03/05/2012	Project Manager:	Bob Close	Office RSF:	7,500
Estimate Version No.:	J-1	Leasing Agent:	Justin Cope	Warehouse RSF:	22,500
				Total RSF:	30,000
Arch. Drawings By:		Suite Number:			
Drawing Date:		Building Type:	Industrial		

Time Period Requirements (in Weeks)

Architectural / Mechanical / Electrical / Plumbing Design:	4
Bid Process:	2
Building Permit:	6
Construction:	8
Punch List Completion:	3
	23

Scope Details

	Quantity	Units
GENERAL CONDITIONS		
PERMITS/BONDS/INSURANCE/LEGAL		
Building Permits		
Building Permit	1	LS
DUKE REALTY PROJECT STAFF		
Office Staff		
Operations Manager	10	HRS
Project Manager	80	HRS
Administrative Assistant	15	HRS
Superintendent		
Project Superintendent	80	HRS
DESIGN EXPENSES		
Architectural Design		
Architectural Construction Documents	1	LS
MEP Design		
MEP Design	1	LS
SITE CONSTRUCTION		
DEMOLITION		
General Interiors		
Demo Walls in Ceilings of Existing Office	7,500	SF
DOORS AND WINDOWS		
FRAMES/DOORS/HARDWARE		
Stain Grade Doors		
Relocate Existing Doors (replace lock sets)	8	EA
Double 3'0"x7'0" Doors (match existing)	1	EA

Page 1 of 3

Job: Williams & Bennett (WILBEA-011)
Property: Gateway Center 5 (PBDRG005)
Customer: Williams & Bennett Fine Foods, Inc.

General Details

Estimate Date:	03/05/2012	Project Manager:	Bob Close	Office RSF:	7,500
Estimate Version No.:	J-1	Leasing Agent:	Justin Cope	Warehouse RSF:	22,500
				Total RSF:	30,000
Arch. Drawings By:		Suite Number:			
Drawing Date:		Building Type:	Industrial		

Scope Details

	Quantity	Units
FINISHES		
INTERIOR WALL SYSTEMS		
Interior Drywall Partitions		
Construct 10'-0" Walls To Grid W/ Metal Studs And 1/2" Drywall	180	LF
Additional Finished Walls for Processing Area Increased Ceiling Height	1	LS
Perimeter Drywall Partitions		
Construct Perimeter Walls To Grid, 9'-0" Tall, W/ Metal Studs, Insulation And 5/8" Drywall On One Side	200	LF
PAINT & WALL COVERINGS		
Painting		
Paint All Drywall W/ Two Coats Of Latex Paint in Office, Processing and Gitter Areas	7,500	SF
ACOUSTICAL CEILING TILE & GRID		
Standard Ceiling Tile		
Increase Processing Area Ceiling to 16' (reuse tile)	3,700	SF
Office Area Ceiling Tile and Grid- For New Layout	1,500	SF
FLOOR FINISHES		
Carpet		
Carpet to be Direct Glue Down - Allowance = $30/SY Installed in Office Area	150	SY
Resilient Flooring		
Building Standard Vinyl Composition Tile, Armstrong Tile Standard Excelon Imperial Texture Or Similar in Processing, Gitter and Break Rooms	5,900	SF
Wall Base		
Vinyl Cove Base Throughout Office Area 4"	1,100	LF
MECHANICAL		
FIRE PROTECTION SYSTEM		
Sprinklers		
Relocate Sprinkler Heads in Office Area, Gitter Room and Processing Area	7,500	SF
PLUMBING		
General Plumbing		
Restrooms (all inclusive)- Men's room- 2 Stalls, 1 Urinal, 2 Lav and all finishes and accessories	1	LS
Restrooms (all inclusive)- Women's room- 3 Stalls, 2 Lav and all finishes and accessories	1	LS
Sinks and Faucets		
3-Compartment Stainless Steel Sink And Faucet (Includes Concrete)	1	EA
HVAC SYSTEM		
Cooling Only Roof Top Units		
Office Area Cooling and Distribution (RTU or Split)	5	TONS
Process Area Cooling (Equipment Only)	5	TONS
Demo and Remote Process Area Distribution	3,600	SF

Job: Williams & Bennett (WILBEA-011)
Property: Gateway Center 5 (PBDRG005)
Customer: Williams & Bennett Fine Foods, Inc.

General Details

Estimate Date:	03/05/2012	Project Manager:	Bob Close	Office RSF:	7,500
Estimate Version No.:	J-1	Leasing Agent:	Justin Cope	Warehouse RSF:	22,500
				Total RSF:	30,000
Arch. Drawings By:		Suite Number:			
Drawing Date:		Building Type:	Industrial		

Scope Details

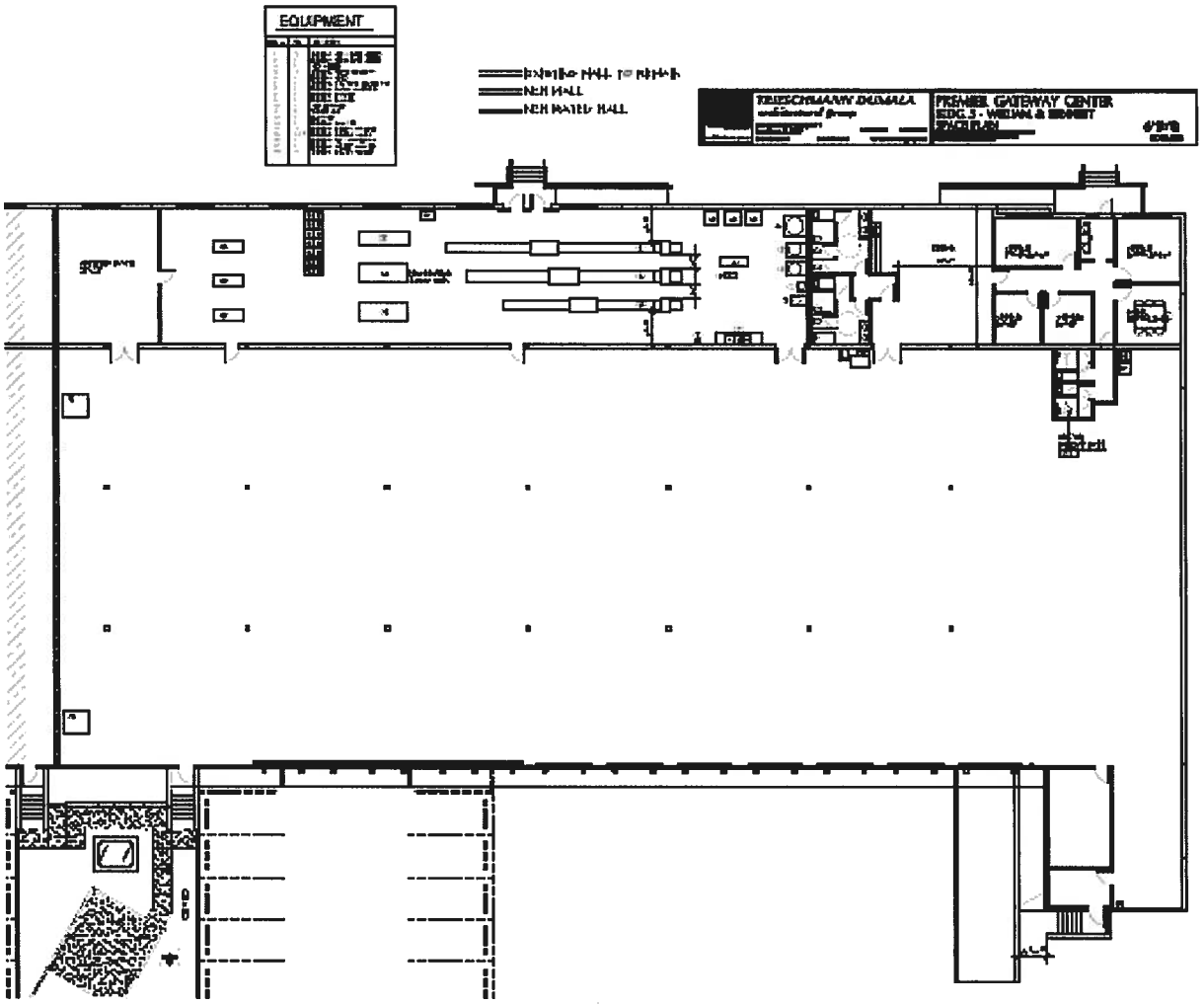
	Quantity	Units
ELECTRICAL SYSTEMS		
ELECTRICAL SYSTEMS		
Electrical Power		
Dedicated 220V Outlets Processing Area	20	EA
Office Area 110V Outlets (not dedicated)	10	EA
Fork Lift Battery Charger Disconnect - 480V/20Amp	1	EA
Electrical Service / Feeders		
200 Amp- Panel And Feeder	1	EA
HVAC Power		
Power for 5 ton RTU	2	EA
Interior Lighting		
2x4 Light Fixtures in Office Area (Match Existing)	16	EA
Emergency 2x4 Light Fixtures Office Area	4	EA
Remove and Reinstall Processing Area Fixtures	51	EA

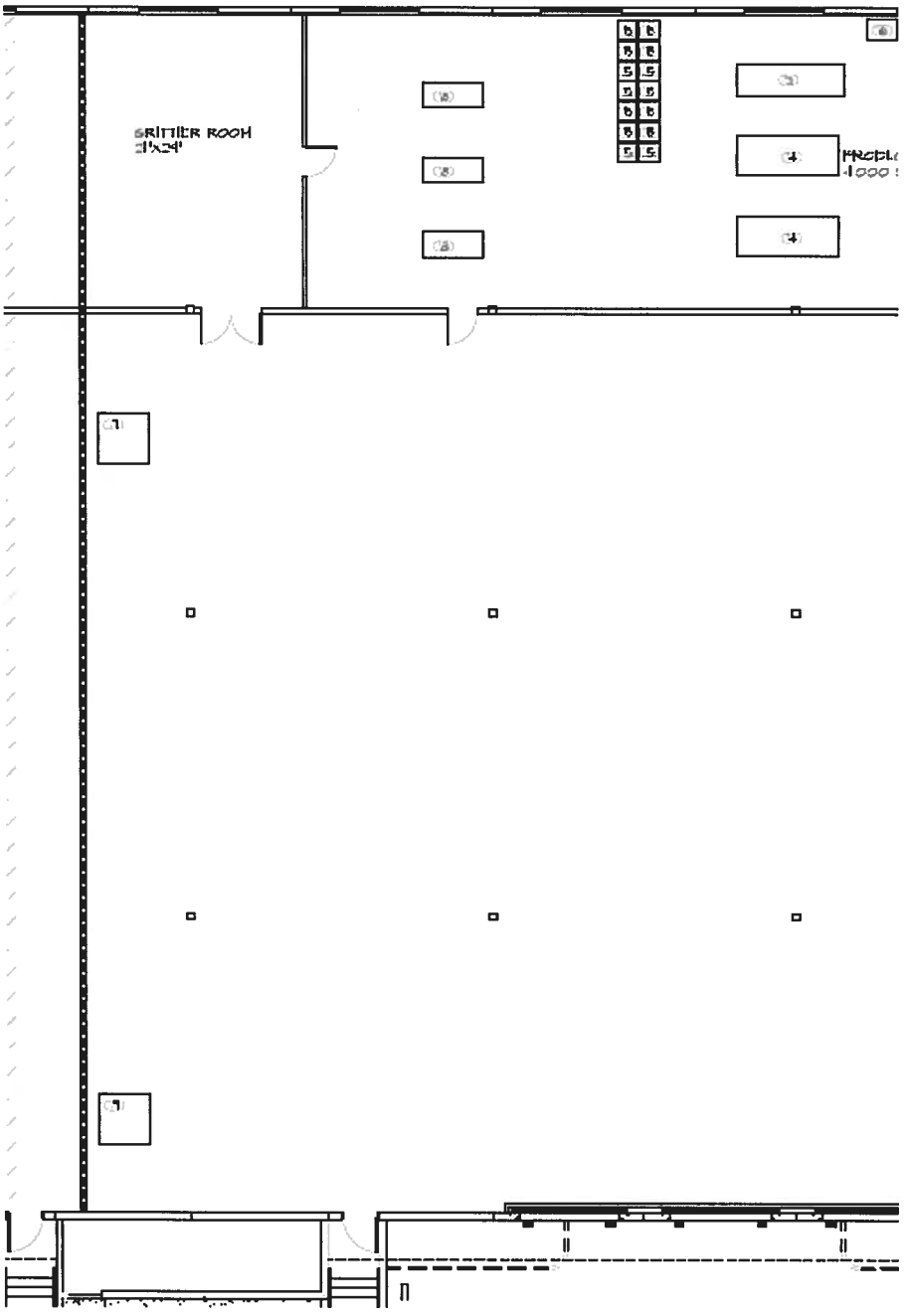
Exclusions / Qualifications / Alternates

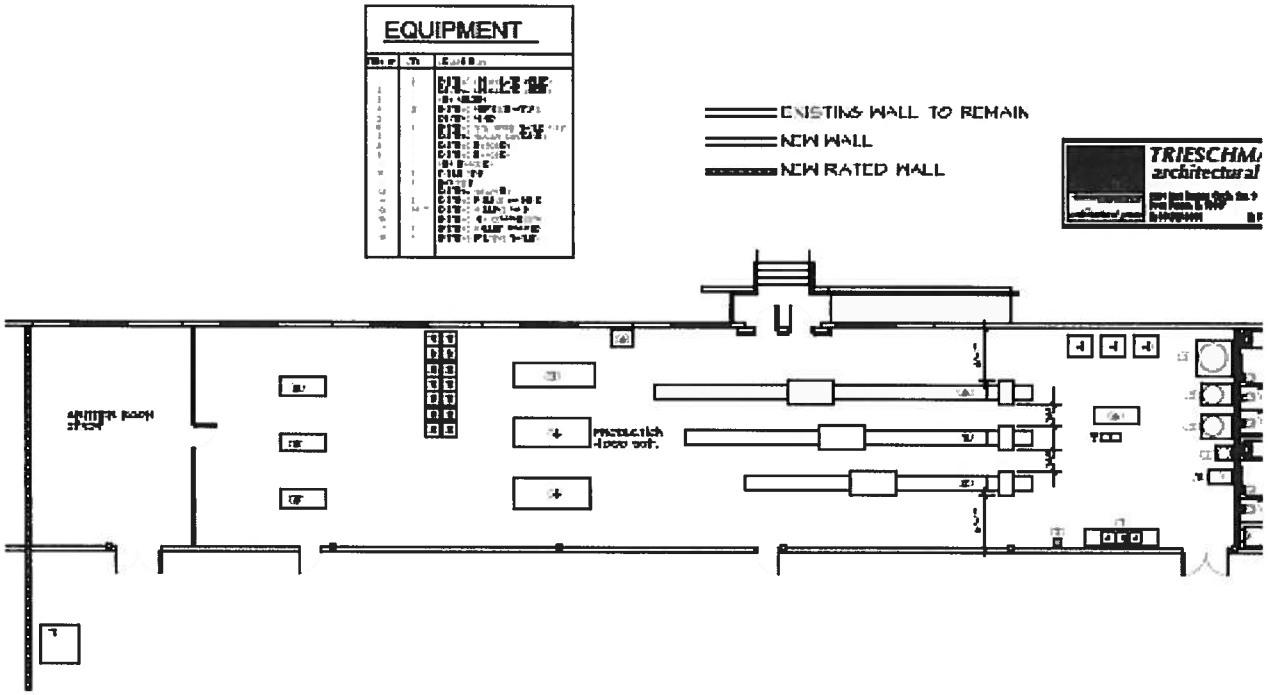
Exclusions
Voice/Data
Security Access
Furniture

Qualifications
1. Above costs are based on work being performed during normal working hours
2. It will be the responsibility of the tenant to move all furniture, personal items, computer electronics and communications equipment unless otherwise noted in the above scope

Alternates
There are no alternates

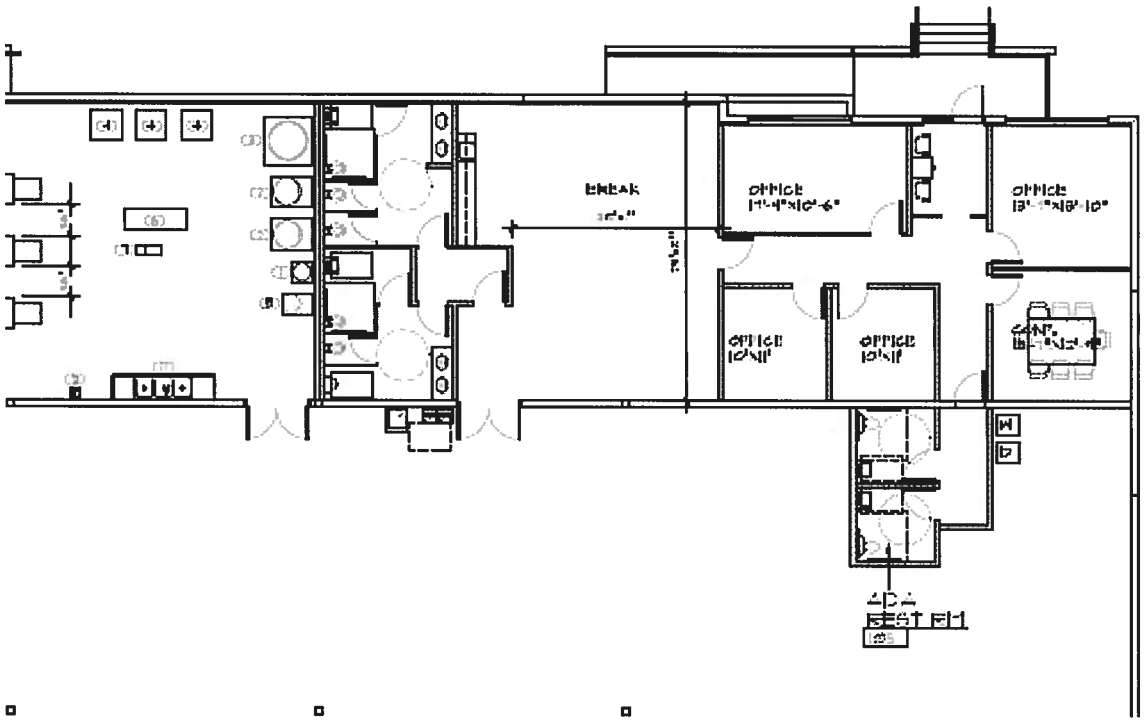

EQUIPMENT
NEW WALL
PREMIER GATEWAY CENTER


GRITTER ROOM
21'X24'


EQUIPMENT
EXISTING WALL TO REMAIN
NEW WALL
NEW RATED WALL
TRIESCHMA
architectural

TRIESCHMANN DUMALA
architectural group

PREMIER GATEWAY CENTER
BLDG. 5 - WILLIAM & BENNETT
SPACE PLAN
4/19/12
SCALE: NTS



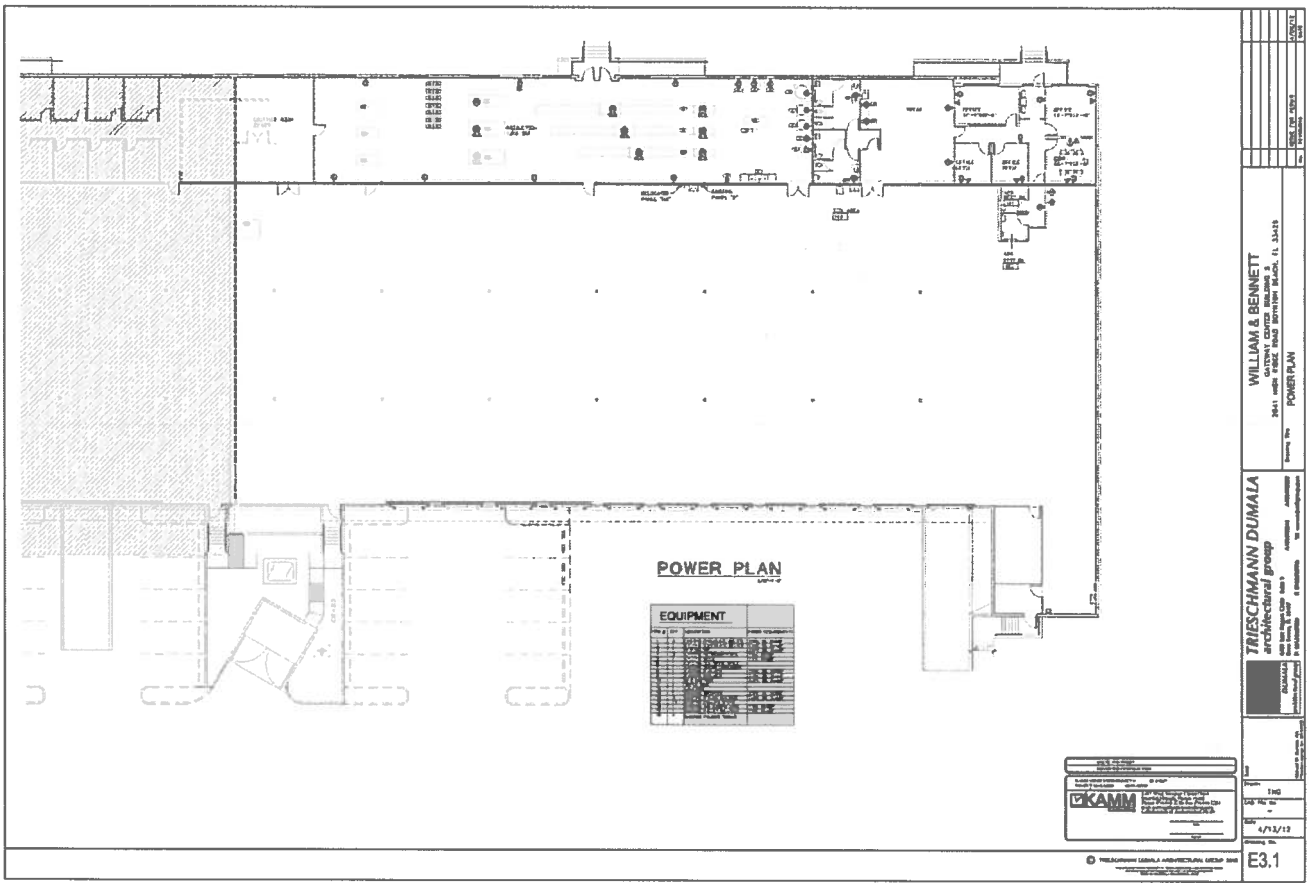

POWER PLAN
EQUIPMENT
WILLIAM & BENNETT
POWER PLAN
TRIESCHMANN DUMALA
architectural group
KAMM
E3.1

EXHIBIT C-1

LETTER OF UNDERSTANDING

Duke PGC at Quantum 1-9, LLC
c/o Duke Realty Corporation
Attn.: South Florida Market – V.P., Asset Mgmt. & Customer Service
2400 North Commerce Parkway, Suite 405
Weston, FL 33326

RE: Lease between Duke PGC at Quantum 1-9, LLC, a Delaware limited liability company ("Landlord") and Fantasy Chocolates, Inc., a Florida corporation ("Tenant"), dated _____, 2012 (the "Lease") for the premises located at 2045 High Ridge Road, Boynton Beach, Florida 33426 (the "Leased Premises"), within Gateway Center

Dear _____:

The undersigned, on behalf of Tenant, certifies to Landlord as follows:

1. The Commencement Date under the Lease is _____.

2. The Lease (including amendments or guaranty, if any) is the entire agreement between Landlord and Tenant as to the leasing of the Leased Premises and is in full force and effect.

3. Landlord has completed the Phase I Improvements designated as Landlord's obligation under the Lease (excluding punchlist items as agreed upon by Landlord and Tenant), if any, and Tenant has accepted Phase I as of the Commencement Date.

4. To the best of the undersigned's knowledge, there are no uncured events of default by either Tenant or Landlord under the Lease.

IN WITNESS WHEREOF, the undersigned has caused this Letter of Understanding to be executed this ____ day of _____, 20____.

TENANT:

FANTASY CHOCOLATES, INC., a Florida corporation

By:_____
Name:_____
Title:_____

[Exhibit – Not to be executed]

EXHIBIT C-2

LETTER OF UNDERSTANDING

Duke PGC at Quantum 1-9, LLC
c/o Duke Realty Corporation
Attn.: South Florida Market – V.P., Asset Mgmt. & Customer Service
2400 North Commerce Parkway, Suite 405
Weston, FL 33326

RE: Lease between Duke PGC at Quantum 1-9, LLC, a Delaware limited liability company ("Landlord") and Fantasy Chocolates, Inc., a Florida corporation ("Tenant"), dated _____, 2012 (the "Lease") for the premises located at 2045 High Ridge Road, Boynton Beach, Florida 33426 (the "Leased Premises"), within Gateway Center

Dear _____:

The undersigned, on behalf of Tenant, certifies to Landlord as follows:

1. The Expansion Date under the Lease is _____.

2. The Expiration Date of the Lease is _____.

3. The Lease (including amendments or guaranty, if any) is the entire agreement between Landlord and Tenant as to the leasing of the Leased Premises and is in full force and effect.

4. Landlord has completed the Phase II Improvements designated as Landlord's obligation under the Lease (excluding punchlist items as agreed upon by Landlord and Tenant), if any, and Tenant has accepted Phase II as of the Expansion Date.

5. To the best of the undersigned's knowledge, there are no uncured events of default by either Tenant or Landlord under the Lease.

IN WITNESS WHEREOF, the undersigned has caused this Letter of Understanding to be executed this ____ day of _____, 20____.

TENANT:

FANTASY CHOCOLATES, INC., a Florida corporation

By:_____
Name:_____
Title:_____

[Exhibit – Not to be executed]

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, entrances, driveways and roadways serving and adjacent to the Leased Premises shall not be obstructed or used for any purpose other than ingress and egress. Landlord shall control the Common Areas.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises other than Landlord standard window coverings without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and tube color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened without written consent of Landlord.

3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Leased Premises, the Building or in the Common Areas including the parking area without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant.

4. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.

5. No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of Landlord and as Landlord may direct. Landlord shall direct electricians as to where and how telephone or data cabling are to be introduced. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord.

6. No bicycles, vehicles, birds or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Leased Premises, and no cooking shall be done or permitted by any tenant on the Leased Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees. Except as expressly set forth in the Permitted Use, no tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from the Leased Premises.

7. The Leased Premises shall not be used for manufacturing, unless such use conforms to the zoning applicable to the area. No tenant shall occupy or permit any portion of the Leased Premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or a dance, exercise or music studio, or any type of school or daycare or copy, photographic or print shop or an employment bureau without the express written consent of Landlord. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

8. No tenant shall make, or permit to be made any unseemly, excessive or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having

business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.

9. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Leased Premises any flammable, combustible or explosive fluid, chemical or substance or firearm.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made to existing locks or the mechanism thereof. Each tenant must upon the termination of its tenancy, restore to Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

11. No tenant shall overload the floors of the Leased Premises. All damage to the floor, structure or foundation of the Building due to improper positioning of storage items or materials shall be repaired by Landlord at the sole cost and expense of tenant, who shall reimburse Landlord immediately therefor upon demand.

12. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

13. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

14. All equipment of any electrical or mechanical nature shall be placed by tenant in the Leased Premises in settings that will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

15. There shall not be used in any space, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

16. The scheduling of tenant move-ins shall be before or after normal business hours and on weekends, subject to the reasonable discretion of Landlord.

17. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of $50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

18. Tenants will insure that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

19 Tenant, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Building, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles.

20. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

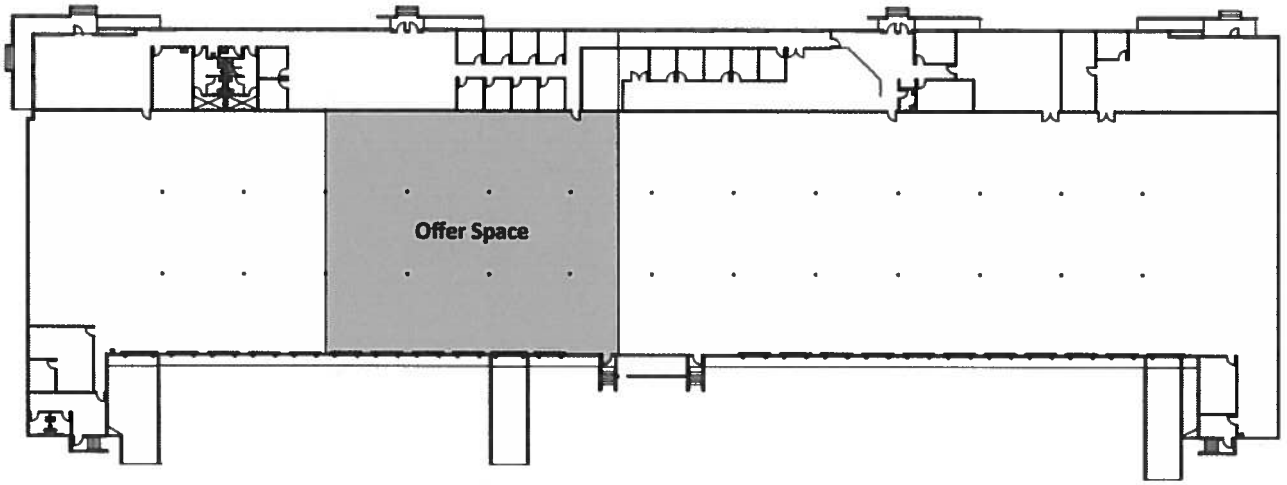
21. No outside storage is permitted including without limitation the storage of trucks and other vehicles.

22. No tenant shall be allowed to conduct an auction from the Leased Premises without the prior written consent of Landlord.

It is Landlord's desire to maintain in the Building and Common Areas the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building and Common Areas, and for the preservation of good order therein.

EXHIBIT E

OFFER SPACE



Gateway Center - Building 5

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Approve the issuance of an annual blanket purchase order to South Florida Emergency Vehicles for an estimated annual expenditure of $75,000. South Florida Emergency Vehicles is the sole source authorized dealer and repair center for Fire Engine and Ladder units.

EXPLANATION OF REQUEST:
Time Period: October 1, 2019 - September 30, 2020

This vendor is a Sole Source that provides service and support for Fire Engine and Ladder units in Fleet. They are the only authorized OEM and warranty center. We are requesting an annual expenditure of $75,000 effective through September 30, 2020. (Attached Sole Source Letter)

Previous year's expenditures:
FY 18/19 $26,861.90 to date with pending invoices
FY 17/18 $24,631
FY 16/17 $33,390

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The Fleet Maintenance division will use this contract to provide service support to equipment for City departments such as the Solid Waste Division and Fire Rescue.

FISCAL IMPACT: Budgeted Funding is budgeted for repairs in the FY19/20 through the 501-5000-590-09-82 charge back account.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: South Florida Emergency Vehicles

START DATE:

END DATE:

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Sole Source Letter	S FL Emergency Vehicles - Sole Source

SUTPHEN™

FAMILY OWNED
SINCE 1890

August 28th, 2019

Adrianna Greco-Arencibia
City of Boynton Beach
Public Works
222 NE 9th Avenue
Boynton Beach, FL 33435

RE: Factory Authorized Parts and Service in Florida

Dear Ms. Greco-Arencibia,

This letter is to advise you that South Florida Emergency Vehicles is the only authorized distribution source for providing authentic replacement parts and performing warranty work on your Sutphen Fire Trucks for the state of Florida.

Furthermore, South Florida Emergency Vehicles has the only factory trained technicians qualified to carry out service repairs to ensure warranties remain intact.

If you have any questions or concerns, please let me know.

Best Regards,

Justin Howell
Sales Territory Manager (South East territory)

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • **Toll Free** 800 848-5860 • **Fax** 614 889-0874
www.sutphen.com • **Sutphen@sutphencorp.com**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for September 17, 2019- "Request for Extensions and/or Piggybacks."

EXPLANATION OF REQUEST:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
IXOM Watercare, Inc.	Utilities using existing Palm Beach County contract with IXOM Watercare, Inc. for MIEX System Support services.	Piggybacking Palm Beach County, FL Sole Source Solicitation SS555443A	September 18, 2019 thru September 17, 2020	$52,950
Tanner Industries Inc.	Anhydrous ammonia to the Utilities Department on an "as-needed" basis	Piggybacking City of Stuart Bid No. ITB No. 2019-100	October 1, 2019 thru September 30, 2020	$40,000 Annual Estimate
Tri-County Mobile Wash, Inc. DBA Superior Wash	Washing of trucks and engines	Piggybacking the City of Deerfield Contract # 2016-17/21.	October 1, 2019 thru September 30, 2020	$80,000 Annual Estimate
ULTIMATE BAKERY AND PASTRY	Snack bar concessionaire at Oceanfront Park.	056-2710-16/JMA	November 1, 2019 thru October 31, 2020	N/A
ULTIMATE BAKERY AND PASTRY	Restaurant concessionaire at the links	061-2910-15/JMA	November 3, 2019 thru November 2, 2020	N/A

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that renewed/extended with the same terms and

conditions and pricing as the initial award.

FISCAL IMPACT: Budgeted Budgeted funds have been budgeted under line items as noted on the attached report.

ALTERNATIVES: Not approve renewals and require new solicitations to be issued.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Signed Renewal Interest Letter - Tanner Industries
Addendum	Stuart Renewal Letter - ANHYDROUS AMMONIA
Addendum	Deerfield Renewal - Superior Wash
Addendum	Signed Renewal Interest Letter- Superior Wash
Addendum	SIGNED- LINKS CONCESSIONAIRE - Renewal Interest Letter
Addendum	PBC Renewal Letter - IXOM MIEX SYSTEM SUPPORT
Addendum	Signed Renewal Letter - IXOM MIEX SYSTEM SUPPORT
Addendum	Signed ULTIMATE BAKERY Renewal letter Ocean Front Park
Addendum	REQUEST FOR BID EXTENSIONS 9-17-19 RW

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 28, 2019

Tanner Industries, Inc.
Attn: Mr. Greg W. Tanner, VP
735 Davisville Road
Southampton, PA 18965

VIA EMAIL TRANSMITTAL TO: sales@tannerind.com

BID:	PIGGYBACK OF CITY OF STUART– ANHYDROUS AMMONIA, ANNUAL SUPPLY
BID No.:	2019-100
CURRENT TERM:	**OCTOBER 1, 2018 THRU SEPTEMBER 30, 2019**

Dear Mr. Tanner:

The current bid term for the "ANHYDROUS AMMONIA, ANNUAL SUPPLY" awarded to Tanner Industries, Inc. expires September 30, 2019.

We have been very happy with Tanner Industries service. We have been notified that you have renewed the original agreement with the City of Stuart and we would like to extend the bid ourselves for an additional one-year period with the same terms, conditions and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to marmere@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Eric Marmer, Buyer at (561) 742-6318.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Juan Guevarez, Manager, Water Quality & Treatment, Boynton Beach Utilities
Melissa Roberts, Administrative Assistant, Boynton Beach Utilities
File

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 28, 2019

BID: PIGGYBACK OF CITY OF STUART– ANHYDROUS AMMONIA, ANNUAL SUPPLY
BID No.: 2019-100

Agreement between the City of Boynton Beach and **TANNER INDUSTRIES:**

PROPOSAL RENEWAL TERM: ***OCTOBER 1, 2019 THRU SEPTEMBER 30, 2020***

✓ Yes, I agree to renew the existing bid under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

TANNER INDUSTRIES
NAME OF COMPANY

SIGNATURE

Matt Tanner
NAME OF REPRESENTATIVE (please print)

Sales Administrator
TITLE

8/28/19
DATE

(215) 322-1238
(AREA CODE) TELEPHONE NUMBER

sales@tannerind.com
E-MAIL

City of Stuart

MEMORANDUM

To: David Dyess, Interim City Manager

From: Alaina Knofla, Procurement Specialist

Date: July 18, 2019

Subject: Renewal of ITB #2019-100: Chemicals for the WTP/WRF

The initial year of ITB #2019-100: Contract for Chemicals for the WTP/WRF expires September 30, 2019. This agreement has provisions for two (2) one (1) year renewal options; this would represent the first renewal. The vendors listed below have agreed to the renewal under the original terms, conditions, pricing and specifications. Thereby the Public Works Director Dave Peters recommends approval of the first-year renewal.

Item	Vendor	Chemical	Amount
1	Allied Universal Corporation	Sodium Hypochlorite	$62,280.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	**$66,000.00**
2	Tanner Industries, Inc.	Anhydrous Ammonia	$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	$18,218.20
		Overall Total	**$130,626.70**

If approved, this renewal will be effective for the period October 1, 2019 and ending September 30, 2020. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email at purchasing@ci.stuart.fl.us.

☑ Approve renewal of ITB #2019-100: Chemicals for the WTP/WRF

☐ Recommended this ITB not be renewed

David Dyess, City Manager

7-25-19
Date

City of Stuart
WWW.CITYOFSTUART.US

City of Stuart

Procurement & Contracting Divsiion
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.5320

June 20, 2019

Tanner Industries, Inc.
Attn: Mr. Greg W. Tanner, VP
735 Davisville Road
Southampton, PA 18966

Subject: Renewal for ITB# 2019-100, Chemicals for the Water Treatment Plant and Water Reclamation Facility

Dear Mr. Tanner,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for the above mentioned subject, for the period beginning October 1, 2019 and ending on September 30, 2020, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., July 3, 2019**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla

Alaina Knofla
Procurement Specialist

cc: File

☒ I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Matt Tanner
Printed Name

6/28/19
Date

Sales Administrator
Title

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and TRI-COUNTY MOBILE WASH, INC. DBA SUPERIOR WASH (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Citywide Vehicle Washing Services (the Services) pursuant to ITB #2016-17/21; and

WHEREAS, the initial CONTRACT term is two (2) years, beginning October 1, 2017 and expiring September 30, 2019; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on October 1, 2019 and will expire on September 30, 2020, (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
DAVID SANTUCCI, INTERIM CITY MANAGER

Date: 7/1/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

_____
(Secretary)

_____
(Corporate Seal)

Superior Wash
(Name of Corporation)

By _____
(Signature)

Franchise Support Manager
(Type Name/Title Signed Above)

16 day of May, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

_____

_____

_____
(Name)

By _____
(Signature)

_____
(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 21, 2019

BID: PIGGYBACK OF CITY OF DEERFIELD BEACH – CITYWIDE VEHICLE WASHING SERVICES

BID No.: 2016-17/21

Agreement between the City of Boynton Beach and **Superior Wash.:**

PROPOSAL RENEWAL TERM: ***OCTOBER 1, 2019 THRU SEPTEMBER 30, 2020***

X Yes, I agree to renew the existing bid under the same terms, conditions, and pricing for an additional one-year term.

____ No, I do not wish to renew the bid for the following reason(s) _____

Superior Wash
NAME OF COMPANY

SIGNATURE

Mitchell Kalakora
NAME OF REPRESENTATIVE (please print)

VP of Operations
TITLE

8/28/19
DATE

954-531-2109
(AREA CODE) TELEPHONE NUMBER

MitchK@superiorwash.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 21, 2019

Mitchell Kalakore, V.P. of Operations
Superior Wash

VIA EMAIL TRANSMITTAL TO: mitchk@superiorwash.com

BID: PIGGYBACK OF CITY OF DEERFIELD BEACH – CITYWIDE VEHICLE WASHING SERVICES

BID No.: 2016-17/21

CURRENT TERM: OCTOBER 1, 2018 THRU SEPTEMBER 30, 2019

Dear Mr. Kalakore:

The current bid term for the "CITYWIDE VEHICLE WASHING SERVICES" awarded to Superior Wash expires September 30, 2019.

We have been very happy with Superior Wash's service. We have been notified that you have renewed the original agreement with the City of Deerfield Beach and we would like to extend the bid ourselves for an additional one-year period with the same terms, conditions and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to marmere@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Eric Marmer, Buyer at (561) 742-6318.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Andrew Mack, Director of Public Works & Engineering, Public Works
Bill Darty, Fleet Administrator CAFM, Public Works, Fleet Maintenance
Davidson Monestime, Solid Waste Manager, Public Works / Solid Waste
Adrianna Greco-Arencibia, Assistant to Director, Public Works / Solid Waste
File

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 6, 2019

RFP: **RESTAURANT CONCESSIONAIRE AT THE LINKS GOLF COURSE**
RFP No.: **061-2910-15/JMA**

Agreement between the City of Boynton Beach and **Ultimate Bakery and Pastry, Inc.:**

RFP RENEWAL TERM: ***NOVEMBER 3, 2019 TO NOVEMBER 2, 2020***

X Yes, I agree to renew the existing contract under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the contract for the following reason(s) _____

_____

_____

ULTIMATE BAKERY AND PASTRY, INC.
NAME OF COMPANY

[signature]
SIGNATURE

PETER TOROCSIK
NAME OF REPRESENTATIVE
(please print)

OWNER
TITLE

06/09/19
DATE

561-305-8646
(AREA CODE) TELEPHONE NUMBER

petertorocsik@gmail.com
E-MAIL

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Form L

July 25, 2019

Ixom Watercare, Inc.
Jon Dyess
8150 S Akron Street, Suite 401
Centennial, CO 80112

TERM CONTRACT #SS555443B

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for IXOM WATERCARE, INC. MIEX SYSTEM SUPPORT based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #SS555443/KM in accordance with all original terms, conditions, specifications and prices with no deviation. Vendor shall notify Purchasing immediately if the sole source status changes.

The term of this contract is 09/18/2019 through 09/17/2020, and has an estimated dollar value of $90,000.00.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Senior Buyer at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Tammy Smith

Tammy Smith
Purchasing Manager

c: Vernetha Green, Water Utilities
File

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 28, 2019

BID: PIGGYBACK OF CITY OF PALM BEACH COUNTY– IXOM MIEX SYSTEM SUPPORT
BID No.: SS555443/KM

Agreement between the City of Boynton Beach and **IXOM Watercare, Inc.:**

PROPOSAL RENEWAL TERM: ***SEPTEMBER 16, 2018 THRU SEPTEMBER 17, 2019***

✓ Yes, I agree to renew the existing bid under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

IXOM Watercare, Inc.
NAME OF COMPANY

SIGNATURE

JON DYESS
NAME OF REPRESENTATIVE (please print)

CUSTOMER SERVICE MANAGER
TITLE

9/3/2019
DATE

303 768 7345
(AREA CODE) TELEPHONE NUMBER

jon.dyess@ixom.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 6, 2019

RFP: **SNACK BAR CONCESSIONAIRE SERVICES FOR BOYNTON BEACH OCEANFRONT PARK**

RFP No.: **056-2710-16/JMA**

Agreement between the City of Boynton Beach and **ULTIMATE BAKERY AND PASTRY, INC.:**

PROPOSAL RENEWAL TERM: ***NOVEMBER 1, 2019 TO OCTOBER 31, 2020***

X Yes, I agree to renew the existing bid under the same terms, conditions, and pricing for an additional one-year term.

____ No, I do not wish to renew the bid for the following reason(s) _____

ULTIMATE BAKERY AND PASTRY, INC.
NAME OF COMPANY

SIGNATURE

PETER TOROCSIK
NAME OF REPRESENTATIVE (please print)

OWNER
TITLE

06/09/19
DATE

561-305-8646
(AREA CODE) TELEPHONE NUMBER

petertorocsik@gmail.com.
E-MAIL

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS
September 17, 2019

REQUESTING DEPARTMENT: ***UTILITES***
DEPARTMENT CONTACT: ***JOSEPH PATERNITI JR.***
TERM: ***October 1, 2019 thru September 31, 2020***
SOURCE FOR PURCHASE: ***Piggybacking City of Stuart Bid No. 2019-100***
ACCOUNT NUMBER: 401-2811-536-52-35.
VENDOR(S): ***TANNER INDUSTRIES, INC.***
ANNUAL ESTIMATED EXPENDITURE: $40,000
DESCRIPTION:
On 10/02/18, City Commission utilizing the City of Stuart Bid No. ITB No. 2019-100 for Chemicals for Water Treatment and Water Reclamation Facility, with Tanner Industries Inc. of Southampton, PA with the same terms, conditions, specifications and pricing. Tanner Industries will provide anhydrous ammonia to the Utilities Department on an "as-needed" basis, The Contract allows for two (2) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the first one-year renewal option thru 2020.

REQUESTING DEPARTMENT: ***UTILITES***
DEPARTMENT CONTACT: ***JOSEPH PATERNITI JR.***
TERM: ***September 18, 2019 thru September 17, 2020***
SOURCE FOR PURCHASE: ***Piggybacking Palm Beach County Sole Source Solicitation No. SS555443A***
ACCOUNT NUMBER: 401-2811-536-49.17
VENDOR(S): ***IXOM WATERCARE, INC.***
ANNUAL ESTIMATED EXPENDITURE: $52,950
DESCRIPTION:
On 12/18/18, City Commission Approve utilizing the Palm Beach County, FL Sole Source Solicitation SS555443A with IXOM Watercare, Inc. for MIEX System Support with the same terms, conditions, specifications and pricing. *Tanner Industries will provide anhydrous ammonia to the Utilities Department on an "as-needed" basis, The Contract allows for four (4) additional one-year renewal options. The county may consider a single annual price adjustment to the unit price(s) based on new pricing form the vendor. vendor has agreed to renew the Contract for the second one-year renewal option thru 2020.*

REQUESTING DEPARTMENT: ***PUBLIC WORKS***
DEPARTMENT CONTACT: ***ANDREW MACK***
TERM: ***October 1, 2019 thru September 31, 2020***
SOURCE FOR PURCHASE: ***Piggybacking City of Deerfield Contract No. 024-16/DZ***
ACCOUNT NUMBER: 501-5000-590-09-82 charge back account
VENDOR(S): ***TRI-COUNTY MOBILE WASH, INC. DBA SUPERIOR WASH.***
ANNUAL ESTIMATED EXPENDITURE: $80,000
DESCRIPTION:
On 9/20/18, City Commission Authorized the City Manager to sign a contract with Tri-County Mobile Wash, Inc. DBA Superior Wash utilizing the City of Deerfield's contract #2016-17/21 with the same terms, conditions, specifications and pricing. Superior Wash provides weekly soap, brush and rinse service for garbage trucks & service trucks. They also provide monthly engine washes for the garbage and service trucks. The Contract allows for three (3) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the first one-year renewal option thru 2020.

REQUESTING DEPARTMENT: ***RECREATION (Beachfront)***
DEPARTMENT CONTACT: ***WALLY MAJORS***
TERM: ***November 1, 2019 thru October 31, 2020***
SOURCE FOR PURCHASE: ***City RFP No. 056-2710-16/JMA***
ACCOUNT NUMBER: ***N/A***

VENDOR(S): ***ULTIMATE BAKERY AND PASTRY***
ANNUAL ESTIMATED EXPENDITURE: ***N/A***
DESCRIPTION:
On November 1, 2016, City Commission approved a two-year contract with Ultimate Bakery and Pastry for snack bar concessionaire at Oceanfront Park.
The Contract allows for three (3) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the second one-year renewal option thru 2020.

REQUESTING DEPARTMENT: ***GOLF (Links)***
DEPARTMENT CONTACT: ***RONALD TAPPER***
TERM: ***November 3, 2019 thru November 2, 2020***
SOURCE FOR PURCHASE: ***City RFP No. 061-2910-15/JMA***
ACCOUNT NUMBER: ***N/A***
VENDOR(S): ***ULTIMATE BAKERY AND PASTRY***
ANNUAL ESTIMATED EXPENDITURE: ***N/A***
DESCRIPTION:
On November 3, 2015, City Commission approved a two-year contract with Ultimate Bakery and Pastry for restaurant concessionaire at the links.
The Contract allows for three (3) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the third one-year renewal option thru 2020.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-3C-03 with Globaltech, Inc. in the amount of $69,301.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by City Commission on August 7, 2018 for the West Water Treatment Plant Arc Flash Study project.

EXPLANATION OF REQUEST:
Contract Period: August 22, 2018 – August 21, 2020

Boynton Beach Utilities operates the West Water Treatment Plant located at 5469 West Boynton Beach Boulevard, west of Military Trail. The treatment plant contains a significant number of electric motors and electrical equipment that could potentially pose an arc flash hazard. An arc flash is an undesired electric discharge that travels through the air between conductors or from a conductor to a ground. The resulting explosion can cause fires and serious harm to equipment and people.

The intent of the study by Globaltech, Inc. is a safety evaluation and analysis of the electrical equipment at the West Water Treatment Plant to address the specific requirements of the National Electric Code (NFPA 70 and NFPA 70E) related to arc flash hazards. The arc flash analysis will determine the amount of thermal energy that could be generated in an arc flash incident within the various electrical equipment at the West Water Treatment Plant. This information will be used to define a flash protection boundary around the potential sources and determine the level of flame-retardant apparel and other personal protection equipment (PPE) required when Utilities staff are working on or near the electrical equipment. The study also includes labeling of the existing equipment for warning of a potential arc flash hazard.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The project will enable Utilities to identify potential electrical arc flash hazards at the West Water Treatment Plant and ensure the safety of staff working on or near electrical equipment.

FISCAL IMPACT: Budgeted
Funding for the project is available in the Utilities CIP budget.

ALTERNATIVES: Continue to operate the West Water Treatment Plant and not conduct the arc flash study.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Task Order	Globaltech Task Order Proposal
🗋	Contract	Contract

TASK ORDER #UT-3C-03

CITY OF BOYNTON BEACH
GENERAL CONSULTING SERVICES

SCOPE OF WORK
FOR
WEST WATER TREATMENT PLANT ARC FLASH STUDY

INTRODUCTION

The City of Boynton Beach (CITY) entered into an AGREEMENT entitled General Consulting Services RFQ No. 046-2821-17/TP (CONTRACT) with **Globaltech, Inc.** (CONSULTANT) to provide engineering services for various general activities, approved by the Boynton Beach City Commission on September 7, 2018. This Task Order will be performed under that AGREEMENT.

SCOPE OF SERVICES

The CITY operates a nano-treatment membrane water treatment plant (referred to as the West Water Treatment Plant) located in western Boynton Beach. The facility contains a significant number of motors and electrical equipment that could potential pose an arc flash hazard. The intent of this proposed analysis is to address the specific requirements of NFPA 70 and NFPA 70E related to arc flash hazards. The arc flash analysis will determine the amount of thermal energy that could be generated in an arc flash incident within the various electrical equipment used throughout the building by using the methods outlined in the IEEE Std. 1584. This information will be used to define a flash protection boundary around a potential source, and to determine the level of flame-resistant apparel and other personal protection equipment (PPE) required when employees cross the boundary while they work on or near energized parts as recommended by NFPA 70E. This analysis will also address the National Electric Code (NFPA70) labeling requirements for warning of a potential arc flash hazard. The Scope of Work will consist of the following tasks:

Task 1: Project Kick-Off Meeting

1. Project Kick-off meeting with Globaltech/HEE, City and Plant Personnel. Establish roles and points of contact; discuss objectives of the study and schedule, request electronic files of latest one-line diagrams for the facility and any hard copies. Discuss with maintenance personnel any electrical system equipment problems, failures and maintenance issues.
2. *Time Duration*: 1 day, as soon as possible for all parties to meet after notice to proceed.

Task 2: Data Gathering

1. Perform site surveys of existing electrical power distribution system and equipment:
   - Data Gathering: Field verification will include sufficient information to perform the short circuit, device coordination and arc flash study.
   - Observe field conditions of the existing equipment including relative age and physical condition.

- Collect motor nameplate data for motors 20 HP and larger.
- Coordinate with FPL to obtain utility company fault current data, peak kilowatt demand (KWD) and utility rate.

2. *Time Duration*: 30 Days after Task 1 is completed.

Task 3A, B & C: Short Circuit, Device Coordination and Arc Flash Study

1. Perform Short Circuit and Device Coordination and Arc Flash Study Analysis.
   - Using the existing one-line diagrams and field collected data, create an electrical system model in SKM Power*Tools for Windows® and perform a short circuit to determine the available fault current at each major bus of the distribution system. The analysis will be for normal and emergency power systems beginning at 13.2kV level and continuing downstream to 208V distribution/panel board level.
   - Compare calculated fault currents at major equipment in the power system against existing withstand/interrupt ratings. Provide recommendations for areas where expected fault current exceed equipment withstand/interrupt ratings.
   - Perform an over current device coordination study for selective coordination and provide recommendations for improving selective coordination.
   - Perform arc flash hazard incident energy calculations in accordance with IEEE 1584-2018 and NFPA 70E (2018) on all equipment such as panelboards, switchgear, switchboards, motor control centers (MCCs), industrial control panels, meter socket enclosures that are likely to require examination, adjustment, servicing or maintenance while energized.
2. Produce a study report summarizing study results including system model in SKM depicting the existing plant power system configuration; calculated system short circuit characteristics; over current device coordination time current curves and arc flash incident energy calculation results. Study will make recommendations for improvements, if any. Tables of device settings, motor characteristics, cable data, transformer data and breaker characteristics will be included as record of the input data to the power system model.
3. Task 3A: Deliverable #1- Prepare and submit a draft Short Circuit, Device Coordination and Arc Flash Draft Report to the City for review and comment. Deliverable shall consist of one hard copy and one electronic PDF copy.
4. Task 3B: Attend review meeting with the City and address comments.
5. Task 3C: Deliverable #2 - Submit final study after incorporating and addressing comments from the City. Deliverable shall consist of four (4) hard copies of the study and four (4) electronic versions (PDF) on disks.
6. *Draft Study Document*: 75 days after Task 2 is completed.
7. *Final Study Document*: 21 Days after Draft Study Review Meeting.

Task 4: Generate and Apply Arc Flash Labels to Equipment

1. Generate arc flash labels that comply with NFPA 70E-2018 requirements based upon the results of the arc flash portion of the study.
2. Verify/modify overcurrent protective device settings against recommended settings from the study and apply arc flash labels to electrical equipment as appropriate.
3. *Task duration*: 28 days after Task 3 is completed.

Services Not Included in Scope of Services

- Evaluation of electrical system condition and vulnerability.
- Additional services not otherwise provided for in this Scope of Services.

PROJECT PERSONNEL

The CONSULTANT proposes Nico Shaner, P.E., to serve as the project manager and technical reviewer of this project.

DELIVERABLES

CONSULTANT will prepare the following deliverables as part of this Task Order:

- Draft – Short Circuit, Device Coordination and Arc Flash Report
- Final – Short Circuit, Device Coordination and Arc Flash Report
- Arc Flash Labels

ASSUMPTIONS

1. The City will furnish all available as-built electrical one-line drawings in AutoCAD (if available) and in PDF fashion.
2. All system model drawings produced under this Task Order will be in SKM Power*Tools for Windows® and/or AutoCAD 2018, or higher. Reports will be in Microsoft Word or Excel as appropriate.
3. Scope does not include a detailed analysis of facility, yard or building lighting or plant control systems.
4. All time durations presented are in calendar days.
5. Proposal does not include design services to address any findings or recommendations made in the study.
6. Proposal includes the study of Wells 12 and 13. Scope does not include the study of any other wells such as Wells 1, 7 and 8 per the City's direction, as these wells are to be removed from the Plant's electrical distribution systems in a separate project by others.
7. Sodium Hypochlorite Generators will not be included in the study.
8. "As-Built" information will be utilized, when necessary, for equipment that cannot

be deenergized for internal visual inspection.

9. The proposal does not include an arc flash safety program/risk assessment. The information contained in the study is for use by the City's Risk Management Team in implementing safe electrical system work practices. Development of safety programs to mitigate risk of personnel injury related to electrical work practices and/or arc flash hazards is beyond the scope of services.

10. "As-Built" of control wiring or control logic diagrams within electrical equipment including motor starters, generator paralleling switchgear, normal utility switchgear, control panels, etc. is not part of the scope of this proposal.

11. Based on the recommended results of the coordination study, CONSULTANT may need to modify various overcurrent device (circuit breaker and/or relay) settings. CONSULTANT assumes that all the overcurrent devices operate according to manufacturer's specifications. Should the overcurrent devices fail to operate and/or not function as designed, CONSULTANT takes no responsibilities for those events.

COMPENSATION

Compensation for this Task Order # UT-3C-03 will be on a time and materials basis for a fee not to exceed $69,301. Attachment - A provides the compensation summary for the project.

ATTACHMENT – A Compensation Summary

AUTHORIZATION

Submitted by Globaltech, Inc.

By: _____
Troy L. Lyn, PE
Title: Executive Vice President

Date: September 4, 2019

ATTACHMENT – A

Compensation Summary

Attachment A
Task Order #UT-3C-03
West Water Treatment Plant Arc Flash Study

		Project Manager	Senior Electrical	Clerical	Total Labor	Subconsultant Services	Subconsultant
	Contractual Labor Rates $/Hr.	$210.00	$185.00	$65.00			
Task 1	**Project Kick-Off Meeting**						
	Schedule and Conduct Kick-off Meeting	4	4		$1,580.00	$1,327.20	HEE
	Prepare and route meeting minutes		2	1	$435.00		
	Prepare Project Work Plan		8	2	$1,610.00		
	Project Management	2		1	$485.00		
	Subtotal Task 1	6	14	4	$4,110.00	**$1,327.20**	
Task 2	**Data Gathering**						
	Data Gathering		4		$740.00	$10,613.04	HEE
	Observe Field Conditions		4		$740.00		
	Collect motor nameplate data		2		$370.00		
	Coordinate with FPL to obtain fault current data		2		$370.00		
	Project Management	2		1	$485.00		
	Subtotal Task 2	2	12	1	$2,705.00	**$10,613.04**	
Task 3	**Short Circuit, Device Coordination and Arc Flash Study**						
	Perfor Short Circuit and Device Coordination and Arc Flash Study		4		$740.00	$25,842.08	HEE
	Produce study report / system model / short circuit characteristics		4		$740.00		
	Prepare Draft Report		4	2	$870.00		
	Attend Review Meeting with City		4		$740.00	$1,990.80	HEE
	Incorporate City Comments / Prepare and Submit Final Report		2	2	$500.00	$4,957.68	HEE
	Project Management	2		2	$550.00		
	Subtotal Task 3	2	18	6	$4,140.00	**$32,790.56**	
Task 4	**Generage and Apply Arc Flash Labels to Equipment**						
	Generate arc Flash Labels		4		$740.00	$6,407.04	HEE
	Verify / Modify Overcurrent protective device settings		2		$370.00		
	Apply Labels				$0.00		
	Project Management	2		1	$485.00		
	Subtotal Task 4	2	6	1	$1,595.00	**$6,407.04**	
	GLOBALTECH LABOR TOTAL	**12**	**50**	**12**		**$12,550.00**	
	Subconsultants					**$51,137.84**	
	Markup					$5,113.78	
	Total Subconsultant					**$56,251.62**	
	Reimbursable Expenses					**$500.00**	
	Total					**$69,301.00**	

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and GLOBALTECH, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

☒	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
☒	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract"

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating,

maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project,

electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals

received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety

precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such

observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;
- ❖ Field observation and verification of quantities of equipment and materials installed;

- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and

vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- Providing renderings or models for the CITY'S use.
- Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- CONSULTANT has refused or failed to supply enough properly skilled personnel;
- CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The Initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY

has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

15.1 The CONSULTANT, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 16 - ASSIGNMENT

16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

ARTICLE 17 - NON-WAIVER

17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

20.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

GLOBALTECH, INC.
Attn: Rick Olson
6001 Broken Sound Pkwy. NW,
Suite 610
Boca Raton, FL 33487

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 7th day of September, 2018.

CITY OF BOYNTON BEACH

Louie Lawrence
City Manager

CONSULTANT

Attest/Authenticated:

Title

Judith A. Kyle
City Clerk

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Rebecca Thomas
Secretary

EXHIBIT "A"
RATE SHEET

FIRM: Globaltech, Inc

DATE: 3/16/18

Personnel Classifications	Hourly Rate
Principal	$220.00
Project Manager	$210.00
Senior Engineer	$190.00
Process Engineer	$130.00
Sr. Electrical Eng.	$185.00
Elec. Eng.	$130.00
Process Control/Inst. Eng.	$185.00
Sr. Mechanical Engineer	$190.00
Mechanical Engineer	$130.00
Engineer	$160.00
Designer	$160.00
GIS Specialist	-
CADD/Technician	$110.00
Public Relations Specialist	-
Construction Inspector	$130.00
Sr. Rate Analyst	-
Clerical/Administrative	$65.00
Subconsultant Markup	12%

Reimbursable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

EXHIBIT "B"

City of Boynton Beach

Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the ten (10) month period ended July 31, 2019.

EXPLANATION OF REQUEST:
This report summarizes the adopted funding sources and expenditure budgets for the City's General Fund and Utility Fund for the ten (10) month period ended July 31, 2019 (83% of the fiscal year). The analysis compares:

- Actual results for the current period to the annual budget
- Actual results for the same period of the prior year annual budget

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The annual budget is what provides and controls the resources for City programs and services.

FISCAL IMPACT:
The annual budget and results to date for the General Fund and Utility Fund.

GENERAL FUND

	FY 2018-19			FY 2017-18			FY 2019 vs. 2018	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues &Transfers	$ 91,124	$ 87,035	96%	$ 87,487	$ 79,089	90%	4.2%	10.0%
Expenditures	$(91,124)	$(74,738)	82%	$(87,487)	$(70,980)	81%	4.2%	5.3%
Excess (Deficit)	$ -	$ 12,297		$	$ 8,109			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a $12.3M surplus for the period ending July 31, 2019.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of $75.2M or 82% of our total $91.1M General Fund budget estimate for FY 2018-19. Transfers from other funds (non-revenues) provide $15.9M or 18% of the total funding sources to balance our $91.1M General Fund budgeted expenditures.

These three major estimated funding sources are summarized as follows:
1. 40% - $ 36.3M – Property taxes less Tax Increment Financing to the CRA
2. 42% - $ 38.9M – All other revenues plus General Fund Balance
3. 18% - $ 15.9M – Transfers from other funds

   100% - $ 91.1M – Total funding sources

The property tax rate for FY 2018-19 is 7.9000 mills, no change from the prior year; the net property taxes of $36.3M in FY 2018-19 represent an 6.55% increase in property tax revenue or an increase of $2.2M from FY 2017-18.

To balance the budget in FY 20182018i-19, it required transfers from other funds of $15.9M representing 18% of all funding sources.

Actual Funding Sources Realized: At the end of the tenth month in FY 2018-19, revenues and transfers realized are approximately $87.0M or 96% of the budget estimate compared to $79.0M or 90% realized to date in FY 2017-18.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was $36.2M or 100% of $36.3M as compared to $33.8M or 99% of $34.0M for FY 2017-18, as noted on Exhibit A.

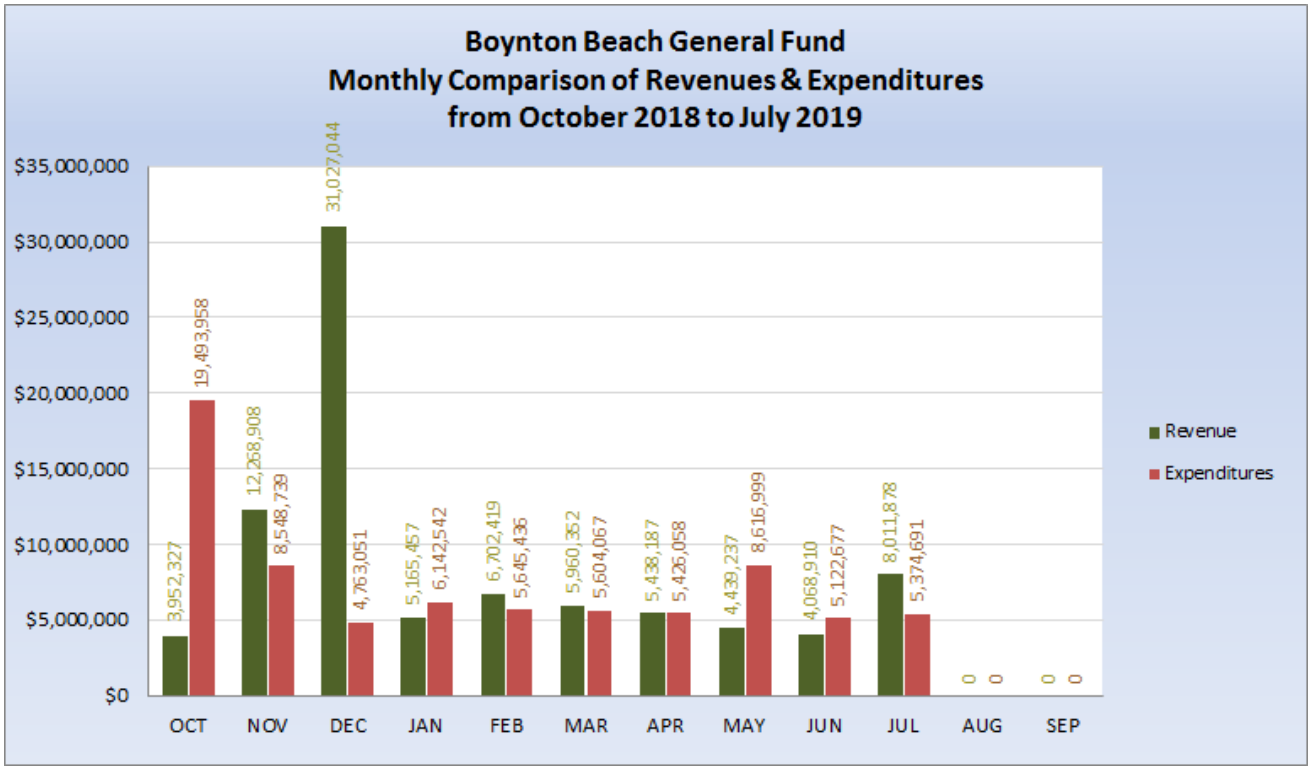
Expenditures (Exhibit B)

Budgeted Expenditures: Overall, appropriations increased approximately 4.16% from $87.4M to $91.1M. The budget increase was due to the cost of doing business, Town Square project, providing funding related to wage increases, equipment and additional personnel.

Actual Expenditures – General Fund expenditures for the tenth month period ending July 31 (83% of the fiscal year) are $74.7M that is 82% of the $91.1M expenditure appropriation for FY 2018-19. Note: the City's annual pension obligations for General Employees, Fire, and Police are paid in the first month of the fiscal year.

The table at the top of Exhibit B displays actual expenditures of $74.7M or 82% of the FY 2018-19 budget. At this point in the fiscal year, FY2018-19 spending levels are $3.8M ahead of the $70.9M or 81% expended in FY 2017-18 for this same period, mainly due to Town Square costs.

The chart below shows the monthly flow of sources and uses. Note: the month of October mainly reflects the payment of pension liabilities; December shows the highest collection of Ad Valorem Taxes and May shows mostly Town Square expenses.



UTILITY FUND

The FY 2018-19 annual expenditure budget of $48.7M represents a $2.1M increase from the FY 2017-18 budget of $46.5M. The operational forecast reflects an estimated decrease of $1.0M of the fund balance for FY 2017-18, see Exhibit C.

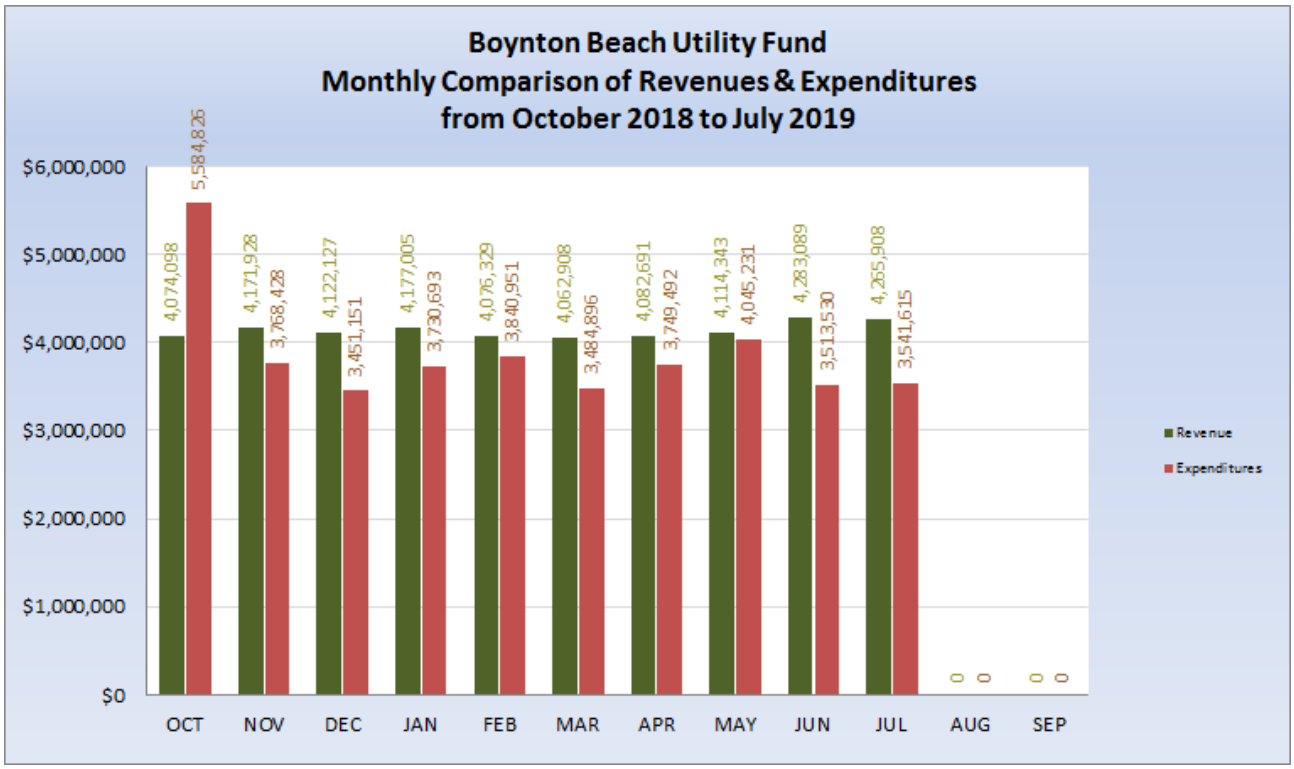
	FY 2018-19			FY 2017-18			FY 2019 vs. 2018	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues &Transfers	$ 48,708	$ 41,430	85%	$ 46,544	$ 39,562	85%	4.6%	4.7%
Expenditures	$ (48,708)	$ (38,710)	79%	$ (46,544)	$ (36,131)	78%	4.6%	7.1%
Excess (Deficit)	$ -	$ 2,719		$-	$ 3,431			

For the tenth month period in FY 2018-19,

- Revenues realized are $41.4M (85%) of the annual budget estimate.
- Expenditures incurred are $38.7M (79%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately $2.7M.

Expenditures (Exhibit D) – Utility Fund FY 2018-19 expenditures to date are $38.7M or 79% of the annual appropriation compared to expenditures of $36.1M or 78% for the prior fiscal year (which excludes depreciation and the joint ventures expenditures).



ALTERNATIVES: Discuss this Budget Status Report or request clarification at the City Commission meeting.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	GF Statement of Revenues thru July 31, 2019

- Addendum — GF Statement of Expenditures thru July 31, 2019
- Addendum — UF Statement of Revenues thru July 31, 2019
- Addendum — UF Statement of Expenditures thru July 31, 2019

EXHIBIT A

CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended July 31, 2019 (83% of Fiscal Year)

REVENUES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE REVENUE REALIZED	FY 2018-19 TO DATE % REALIZED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE REVENUE REALIZED	FY 2017-18 TO DATE % REALIZED
AD VALOREM TAXES, net	$ 44,146,986	$ 44,069,480	100%	$ 41,458,358	41,172,047	99%
LESS TIF TAXES TO CRA	(7,816,311)	(7,817,513)	100%	(7,360,831)	(7,336,119)	100%
NET TAXES TO THE CITY	36,330,675	36,251,967	100%	34,097,527	33,835,928	99%
LICENSES AND PERMITS						
BUSINESS TAXES	1,750,000	1,735,794	99%	1,731,000	1,767,562	102%
BUILDING PERMITS	2,965,000	3,576,113	121%	2,712,000	2,474,106	91%
FRANCHISE FEES	4,915,000	3,689,682	75%	4,865,000	3,559,514	73%
OTHR LICENSES, FEES & PER	222,000	174,266	78%	222,000	201,627	91%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	75,000	64,651	86%	85,000	39,466	46%
STATE SHARED REVENUES	8,852,000	7,478,895	84%	8,677,000	7,307,177	84%
SHRD REV FROM OTHR LCL	335,000	258,718	77%	335,000	151,697	45%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	124,663	151,981	122%	121,300	137,657	113%
CHRGS-GENERAL GOVT	508,688	408,408	80%	507,800	436,614	86%
PUBLIC SAFETY	6,981,200	7,845,557	112%	6,086,500	5,914,895	97%
PHYSICAL ENVIRONMENT	20,000	15,741	79%	20,000	19,589	98%
CULTURE/RECREATION	411,500	343,526	83%	428,700	368,219	86%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	10,573	35%	30,000	16,974	57%
VIOLATIONS LOCAL ORD.	393,000	417,161	106%	643,000	185,291	29%
INTEREST EARNINGS	65,000	317,497	488%	65,000	70,055	108%
RENTS AND ROYALTIES	363,800	364,897	100%	368,800	374,424	102%
SPECIAL ASSESSMENTS	6,589,000	6,744,657	102%	6,589,000	6,766,608	103%
SALE OF SURPLUS MATERIAL	1,500	8,537	569%	1,500	1,968	131%
OTHER MISC. REVENUE	4,264,000	3,903,600	92%	4,715,145	2,804,524	59%
INTERNAL FUND TRANSFERS						
TRANSFERS	15,927,000	13,272,500	83%	15,067,850	12,556,542	83%
FUND BALANCE APPROPRIATED	-	-	0%	118,100	98,417	83%
Total Revenues	$ 91,124,026	$ 87,034,720	96%	$ 87,487,222	79,088,854	90%

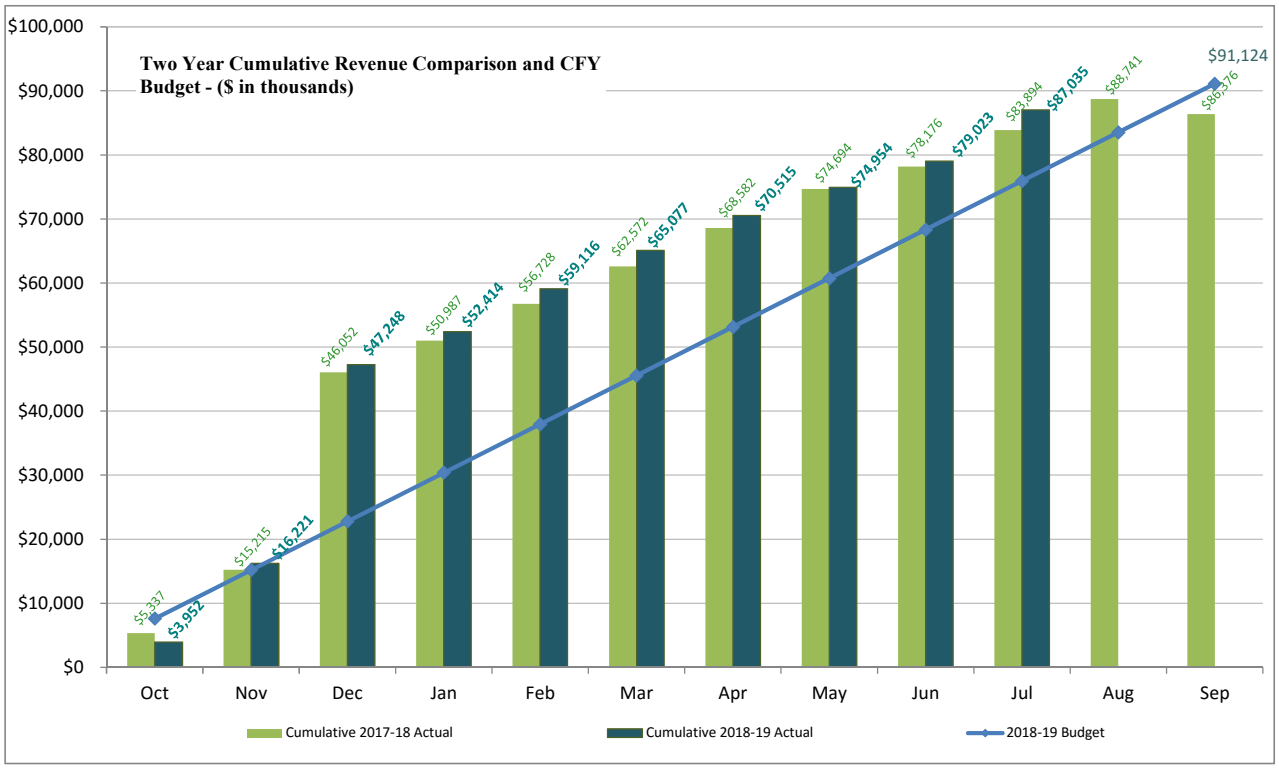


EXHIBIT B

CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended July 31, 2019 (83% of Fiscal Year)

EXPENDITURES						
ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE EXPENDED	FY 2018-19 TO DATE % EXPENDED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE EXPENDED	FY 2017-18 TO DATE % EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	$ 276,642	$ 225,951	82%	$ 267,301	$ 219,723	82%
CITY MANAGER	745,932	656,641	88%	746,362	604,778	81%
CITY HALL/GEN. ADMIN.	3,837,051	2,267,061	59%	6,230,163	4,818,059	77%
MARKETING/COMMUNICATIONS	464,668	338,895	73%	333,846	253,052	76%
SPECIAL EVENTS	251,714	133,383	53%	0	0	0%
TOWN SQUARE	5,630,454	4,108,060	73%	1,500,000	670,552	45%
CITY CLERK	763,171	565,344	74%	569,241	464,047	82%
CITY ATTORNEY	574,761	418,433	73%	724,916	585,910	81%
FINANCIAL SERVICES	1,348,593	1,126,402	84%	1,184,980	965,844	82%
ITS	2,439,074	1,951,789	80%	2,143,805	1,712,735	80%
HUMAN RESOURCES	815,343	698,559	86%	824,823	604,887	73%
PUBLIC SAFETY						
UNIFORM SERVICES	17,307,392	14,834,954	86%	17,039,645	14,423,709	85%
ADMINISTRATIVE SERVICES	3,452,639	2,566,284	74%	3,266,135	2,623,635	80%
SUPPORT SERVICES	10,381,854	8,835,012	85%	9,953,470	8,400,452	84%
FIRE	24,018,134	21,219,677	88%	24,270,971	20,383,879	84%
COMMUNITY STANDARDS	2,219,335	1,655,636	75%	2,066,791	1,722,415	83%
EMERGENCY MANAGEMENT	28,775	4,141	14%	22,320	11,372	51%
BUILDING & DEVELOPMENT						
DEVELOPMENT	1,172,208	1,043,164	89%	1,136,941	931,896	82%
BUILDING	1,487,060	1,212,766	82%	1,502,497	1,109,801	74%
ENGINEERING	659,397	514,209	78%	622,155	476,718	77%
PLANNING & ZONING	713,629	541,724	76%	756,125	587,815	78%
ECONOMIC DEVELOPMENT	463,475	357,820	77%	412,318	265,739	64%
PUBLIC WORKS						
PUBLIC WORKS	152,825	129,967	85%	245,550	219,179	89%
FACILITIES MANAGEMENT	1,915,028	1,432,580	75%	2,023,598	1,367,292	68%
STREETS MAINTENANCE	1,200,324	923,310	77%	1,127,135	836,813	74%
LEISURE SERVICES						
LIBRARY	2,336,700	1,759,845	75%	2,315,127	1,886,082	81%
SCHOOLHOUSE MUSEUM SERV	322,094	295,713	92%	254,971	229,824	90%
RECREATION	3,011,935	2,412,106	80%	3,005,874	2,416,232	80%
PARKS & GROUNDS	3,133,819	2,499,056	80%	2,940,162	2,167,147	74%
CRA REIMBURSABLE & RESERVES	-	9,739	0%	-	20,696	0%
Total Expenditures	$ 91,124,026	$ 74,738,221	82%	$ 87,487,222	$ 70,980,283	81%

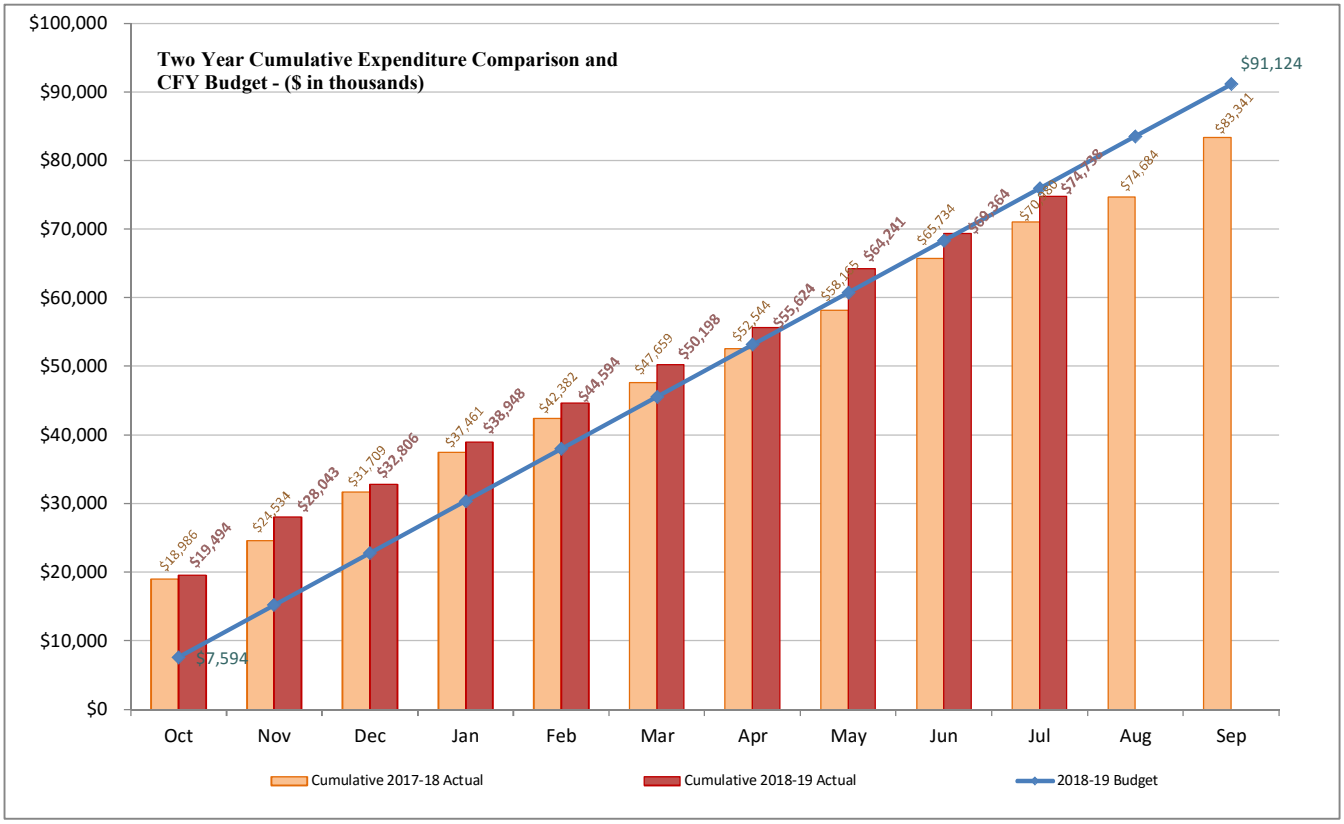


EXHIBIT C

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended July 31, 2019 (83% of Fiscal Year)

REVENUES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE REVENUE REALIZED	FY 2018-19 TO DATE % REALIZED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE REVENUE REALIZED	FY 2017-18 TO DATE % REALIZED
WATER SALES	$ 22,542,000	$ 19,091,965	85%	$ 21,675,000	$ 18,342,629	85%
WATER CONNECTION FEE	150,000	57,995	39%	150,000	38,735	26%
WATER SERVICE CHARGE	850,000	755,660	89%	850,000	783,650	92%
WTR-BACKFLOW PREVNTR TEST	14,000	11,615	83%	10,000	20,196	202%
RECLAIMED WATER SALES	310,000	451,604	146%	64,000	289,632	453%
SEWER SERVICE	19,635,000	16,363,155	83%	18,870,000	15,949,377	85%
STORMWATER UTILITY FEE	4,100,000	3,404,075	83%	3,800,000	3,235,215	85%
TELEVISE SEWER LINES	10,000	10,642	106%	5,000	8,574	171%
FEES	20,000	45,809	229%	20,000	12,031	60%
INTEREST INCOME	35,000	292,750	836%	35,000	(3,915)	-11%
SALE OF SURPLUS MATERIAL	2,000	-	0%	2,000	-	0%
OCEAN RGE UT TAX ADM CHG	800	814	102%	800	778	97%
MISCELLANEOUS INCOME	-	78,254	0%	-	466	0%
FUND BALANCE DECREASE (INCREASE)	1,039,304	866,087	83%	1,061,993	884,994	83%
TOTAL REVENUES	$ 48,708,104	$ 41,430,425	85%	$ 46,543,793	$ 39,562,362	85%

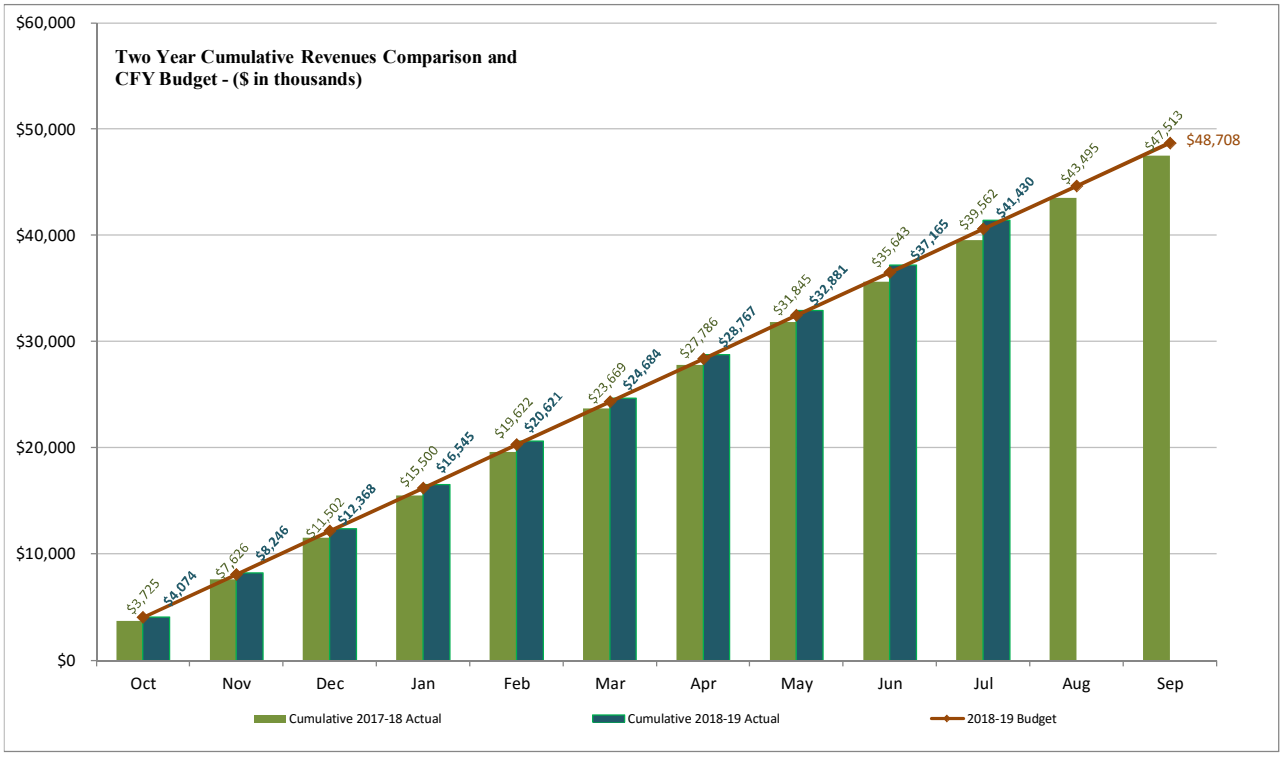


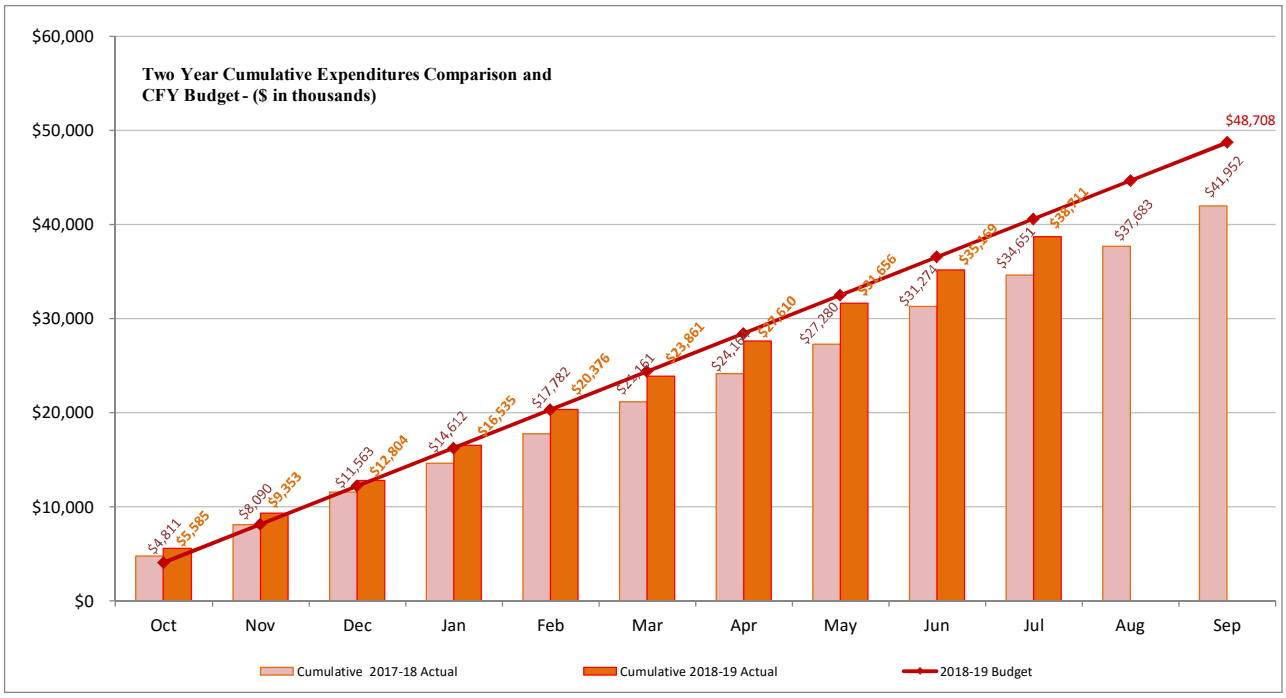
EXHIBIT D

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended July 31, 2019 (83% of Fiscal Year)

EXPENDITURES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE EXPENDED	FY 2018-19 TO DATE % EXPENDED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE EXPENDED	FY 2017-18 TO DATE % EXPENDED
WATER DISTRIBUTION	$ 1,958,189	$ 1,458,481	74%	$ 1,946,158	$ 1,558,752	80%
PUBLIC WATER TREATMENT	6,683,780	5,104,960	76%	6,009,493	4,125,916	69%
METER READING & SERVICES	1,324,231	1,014,147	77%	1,284,678	1,001,685	78%
WASTEWATER COLLECTION	1,620,043	1,271,615	78%	1,674,357	1,191,151	71%
WASTEWATER PUMPING STATNS	2,861,825	2,054,501	72%	2,810,391	2,051,956	73%
SEWAGE TREATMENT	4,856,000	3,664,359	75%	4,550,000	3,138,206	69%
WATER QUALITY	644,646	469,572	73%	642,397	498,201	78%
UTILITY ADMINISTRATION	17,818,261	14,349,749	81%	17,046,237	13,944,438	82%
UTILITES ENGINEERING	1,523,222	1,201,772	79%	1,478,276	1,197,207	81%
STORMWATER MAINTENANCE	1,255,446	891,832	71%	1,148,994	855,286	74%
CUSTOMER RELATIONS	1,175,261	983,244	84%	1,226,307	963,067	79%
DEBT SERVICE	6,987,200	6,246,583	89%	6,726,505	5,605,588	83%
Total Expenditures	$ 48,708,104	$ 38,710,815	79%	$ 46,543,793	$ 36,131,453	78%



CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Accept the written report to the Commission for purchases over $10,000 for the month of August 2019.

EXPLANATION OF REQUEST:
Per Ordinance No.01-66, Chapter 2, Section 2-56.1 Exceptions to competitive bidding, Paragraph b, which states: "Further, the City Manager, or in the City Manager's absence, the Acting City Manager is authorized to execute a purchase order on behalf of the City for such purchases under the $25,000 bid threshold for personal property, commodities, and services, or $75,000 for construction. The City Manager shall file a written report with the City Commission at the second Commission meeting of each month listing the purchase orders approved by the City Manager, or Acting City Manager. Below is a list of the purchases for August 2019:

Purchase Order	Vendor	Amount
191318	Professional Tennis Court Svcs	$10,000.00
191335	Tyler Technologies, Inc.	$11,750.00
191336 & 191337	Cintel, LLC	$20,794.84
191339	Johnson-Davis, Inc.	$15,750.00
191348	West Architecture + Design, LLC	$17,420.00
191350	Superion, LLC	$13,230.00
191351	Alpha Fence Specialists, Inc.	$22,966.77
191359	Dell Marketing LP	$19,876.65
191360	University of South Florida	$12,000.00
191375	Waterblasting.com	$19,500.00
191379	IGM Technology Corp	$22,000.00
191380	Morris & McDaniel, Inc.	$24,500.00

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Ordinance No.01-66, Chapter 2, Section 2-56.1 assists departments in timely procurement of commodities, services, and personal property. Administrative controls are in place with the development of a special processing form titled "Request for Purchases over $10,000" and each purchase request is reviewed and approved by the Department Director, Finance Department, and City Manager.

FISCAL IMPACT:
This Ordinance provides the impact of reducing paperwork by streamlining processes within the organization. This allows administration to maintain internal controls for these purchases, reduce the administrative overhead of processing for approval, and allow for making more timely purchases.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Purchases over $10K - August 2019

CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER $10,000
FOR AUGUST 2019

1. **Vendor:** Professional Tennis Court Services — **Purchase Amount:** $10,000.00

Requesting Department: Recreation — **Contact Person:** Wally Majors — **Date:** 8/7/19

Brief Description of Purchase:
Tennis court maintenance at the Tennis Center for August and September 2019. This is in lieu of hiring 1 full time and 1 part time parks maintenance workers. For next fiscal year, we will do a blanket purchase order for these services.

Source for Purchase: Three Written Quotes — **Fund Source:** 001-2710-572-49-17

2. **Vendor:** Tyler Technologies, Inc. — **Purchase Amount:** $11,750.00

Requesting Department: Public Works — **Contact Person:** Captain Zeller — **Date:** 8/14/19

Brief Description of Purchase:
Tyler software & related services for MyCivic app which will include people & information module, places & classes module, city news, calendar feeds, interactive maps, push notifications with geo targeting, incident reporting in-app & plugin, etc.

Source for Purchase: Three Written Quotes — **Fund Source:** 431-2515-534-49-17

3. **Vendor:** Cintel, LLC — **Purchase Amount:** $20,794.84

Requesting Department: Police — **Contact Person:** Captain Zeller — **Date:** 8/14/19

Brief Description of Purchase:
PO #191336 - $9,735.66 & PO #191337 - $11,059.18;
This is to upgrade the NDI Technologies license plate reader (LPR) systems (2 trailers and a patrol car) to Cintel license plate reader systems. This will ensure all LPR systems are accessible and managed through a single interface and there is only one vednor to work with on existing systems as well as the new LPR systems being installed for Town Center.

Source for Purchase: Other — **Fund Source:** 001-2110-521-64-15 - $7,000
001-2111-521-64-15 - $13,794.84

4. **Vendor:** Johnson-Davis, Inc. — **Purchase Amount:** $15,750.00

Requesting Department: Utilities — **Contact Person:** Leon Liberus — **Date:** 8/15/19

Brief Description of Purchase:
Replacement of two valves for the North Treatment Basin.

Source for Purchase: Three Written Quotes — **Fund Source:** 401-2811-536-46-20

5. **Vendor:** West Architecture + Design, LLC **Purchase Amount:** $17,420.00

Requesting Department: Public Works **Contact Person:** Paola Mendoza
Date: 8/16/19

Brief Description of Purchase:
This is for the renovation of the exisitng Pence Park, located at 601 SE 4th Street. This is the first phase of the project that will be programming, surveying and conceptual design for the amenties the City would like to have at the park, such as multipurpose field, pavillions, bathrooms, fencing, parking, playground & basketball field. It will include a survey and shall propose three different conceptual designs. Task order UT-3E-01

Source for Purchase: RFQ 046-2821-17/TP **Fund Source:** 303-4115-572-63-05 RP1907

6. **Vendor:** Superion, LLC **Purchase Amount:** $13,230.00

Requesting Department: ITS **Contact Person:** John McNally
Date: 8/16/19

Brief Description of Purchase:
Superion interface Fusion is a "gateway" product to allow, in a more efficient way, 3rd party entities access to the Superion database for business purposes. Fusion allows real-time or "live" information transfers and will be utilized by our 3rd party vendor Bill2Pay for bill presentation, payment processing and IVR information.

Source for Purchase: Sole Source **Fund Source:** 401-2821-536-31-90

7. **Vendor:** Alpha Fence Specialists, Inc. **Purchase Amount:** $22,966.77

Requesting Department: Public Works **Contact Person:** Gail Mootz
Date: 8/16/19

Brief Description of Purchase:
Remove and replace Sara Sims vehicular gates and chain link fence.

Source for Purchase: Three Written Quotes **Fund Source:** 302-4218-572-63-05 RP1820

8. **Vendor:** Dell Marketing LP **Purchase Amount:** $19,876.65

Requesting Department: ITS **Contact Person:** Charles Stevens
Date: 8/22/19

Brief Description of Purchase:
Utilities PC rollout 2019.

Source for Purchase: State Contract #43211500-WSCA-15-ACS **Fund Source:** 303-4101-580-64-15 IT1812

9. Vendor: University of South Florida **Purchase Amount:** $12,000.00

Requesting Department: ITS **Contact Person:** John McNally
Date: 8/22/19

Brief Description of Purchase:
The City is working with John Scott Dailey Florida Institute of Government on a comprehensive Cybersecurity Incident Response Plan. Included in this project will be an onsite meeting with key stakeholders to review policies and procedures, system backup and recovery processes, offsite data storage, and other critical technology infrastructure. FIOG will adhere to industry standards and best practices throughout the engagement. The resulting plan, as well as the cyber-attack hands-on/desktop exercise, will document the appropriate actions to take, the agencies to notify, and prepare staff to respond appropriately to a cyber attack.

Source for Purchase: Other **Fund Source:** 001-1211-512-49-17

10. Vendor: Waterblasting.com **Purchase Amount:** $19,500.00

Requesting Department: Utilities **Contact Person:** Leon Liberus
Date: 8/26/19

Brief Description of Purchase:
Pressure cleaning treatment basins to remove built up lime.

Source for Purchase: Three Written Quotes **Fund Source:** 401-2811-536-49-17

11. Vendor: IGM Technology Corp. **Purchase Amount:** $22,000.00

Requesting Department: Finance **Contact Person:** Tony Davidson
Date: 8/30/19

Brief Description of Purchase:
The service agreement covers annual fees: $19,000 per year and implementation fee (one-time): $3,000 with up to 5 full access users to access the "Gravity" application. IGM Consulting services will set up and grant access to use Gravity to produce the next Budget & CAFR documents, create 3 management portal dashboards, plus implement a Transparency module.

Source for Purchase: Three Written Quotes **Fund Source:** 001-1410-513-64-14

12. Vendor: Morris & McDaniel, Inc. **Purchase Amount:** $24,500.00

Requesting Department: Police **Contact Person:** Captain Zeller
Date: 8/30/19

Brief Description of Purchase:
Contract for consultant services between COBB and Morris & McDaniel to develop, validate, administer, and implement testing and assessment processes for entry level enforcement applicants. Contract is signed by City Manager and approved for half payment in FY18/19 ($12,250.00). The remaining amount will be paid out of FY19/20.

Source for Purchase: Sole Source **Fund Source:** 001-2111-521-49-13

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191318
DATE: 08/07/19

VENDOR 17799

TO: PROFESSIONAL TENNIS COURT SERV
K & B MAINTENANCE SERVICE
17183 60TH LN N.
LOXAHATCHEE, FL 33470

SHIP TO:
City of Boynton Beach
TENNIS CENTER
3111 S CONGRESS AVENUE
BOYNTON BEACH, FL 33426

REQUISITION NO. 74447	ORDERING DEPARTMENT: RECREATION AND PARKS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2.00 MO	MAINTENANCE OF ALL TENNIS COURTS FOR AUG AND SEPT Same terms as stated in attached proposal, except that for August and September 2019 Boynton Beach Tennis Center will supply equipment and material.	5000.0000	10000.00

REMARKS:
TENNIS COURT MAINTENANCE FOR AUG & SEP 2019.

PROCUREMENT SERVICES:	Maura Fredericksen 8/7/19	P.O. TOTAL:	10000.00

ACCOUNT NO.
001-2710-572.49-17

PROJECT

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/6/2019

Requesting Department: Recreation and Parks **Contact Person:** Wally Majors

Explanation for Purchase:
Tennis court maintenance at the Tennis Center for August and September 2019. This is in lieu of hiring 1 full time and 1 part time parks maintenance workers. For the next fiscal year, we will do a blanket purchase order for these services.

Recommended Vendor PROFESSIONAL TENNIS COURT SERVICES

Dollar Amount of Purchase 10,000

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase: 001-2710-572-49-17

Approvals:

Department Head		Date 8-7-19
Purchasing Agent	Maura Frederickson	Date 8/7/19
Asst City Manager		Date
City Manager		Date 8/7/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074447

REQUISITION BY: RECREATION AND PARKS

STATUS: INSUFFICIENT FUNDS
REASON: TWO MONTHS OF TENNIS COURT MAINTENANCE

DATE: 8/06/19

SHIP TO LOCATION: TENNIS CENTER

SUGGESTED VENDOR: 17799 PROFESSIONAL TENNIS COURT SERV

DELIVER BY DATE: 8/12/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MAINTENANCE OF ALL TENNIS COURTS FOR AUG AND SEPT Same terms as stated in attached proposal, except that for August and September 2019 Boynton Beach Tennis Center will supply equipment and material. COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: ATHLETIC FIELD MAINT.	2.00	MO	5000.0000	10000.00	

REQUISITION TOTAL: 10000.00

REQUISITION QUOTES

SELECTED VENDOR		VENDOR	NAME
	10000.0000	17799	PROFESSIONAL TENNIS COURT SERV
	16500.0000		RYAN LAUER LLC
	18233.3200	12539	PAPICO CONSTRUCTION INC.

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00127105724917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	10000.00
					10000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager Date 8/7/19
Finance Dept Date
Risk Manager Date 8/7/19
City Attorney RISK APP CO Date on 8/12/19

Recreation & Parks Department

PURCHASE REQUEST

DATE 8/6/19 SECTION: RECREATION AND PARKS

PURPOSE/JUSTIFICATION/PROJECT: Tennis court maintenance for August and September 2019 at the Boynton Beach Tennis Center. The Tennis Center is supplying equipment and material for these 2 months.

ITEMS: (If more than 4 items, attach company's order form which will be sent w/p.o.)

	Description	*Item #*	*Quantity*	*Price each*
1.	See attached		2	$5000.00
2.				
3.				
4.				

PURCHASING GUIDELINES:	**$ 0 - $499**	**no quotes required – use credit card if vendor accepts**
	$ 500 - $1,999	**3 VERBAL QUOTES (contact name & phone number required)**
	$ 2,000 - $24,999	**3 WRITTEN QUOTES (items over $10,000, must complete and attach the *Request for Purchases over $10,000* form)**
	$ 25,000 & Up	**FORMAL SEALED BIDS BY PURCHASING**

Purchase of a single item over $750 must be made using a capital account (60 series)

PRICE QUOTES (check one): VERBAL: ☐ WRITTEN: ☑ (attach quotes)

	COMPANY NAME	PHONE #	REPRESENTATIVE	AMOUNT
1.	Professional Tennis Court Services	561-859-1157	Brad Simms	$10,000.00
2.	Ryan Lauer LLC	561-541-8644	Ryan Lauer	$16500.00
3.	Papico Sports LLC	561-876-9175	Blake Merrell	$18233.32

** ☑ Check here for return of purchase order; return to Wally Majors

VENDOR NAME: Professional Tennis Court Services VENDOR # 17799

(if vendor not in system, a completed W-9 must be attached)

ADDRESS: 17183 60th Lane North

Loxahatchee, FL 33470

PHONE #: 561-859-1157

Remember to use the Inventory Tracking Form, if appropriate, when you receive your items.
Refer to department APM policy "Inventory Control" for details.

ACCOUNT NUMBER: 00127105724917 **PROJECT #:** _____ (if applicable)

SIGNATURE: _____ **APPROVED BY:** _____

S:\Recreation & Parks\Shared Files\Forms\Purchase Request Form.doc, Revised 5/1/15

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191335
DATE: 08/14/19

VENDOR 17800

TO: TYLER TECHNOLOGIES, INC.
ONE TYLER DR.
YARMOUTH, ME 04096

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 74465	ORDERING DEPARTMENT: SOLID WASTE/AGGA/AM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	500.00	DL	SUNGARD INTEGRATION	1.0000	500.00
2	3000.00	DL	MY CIVIC CITIZEN ENGAGEMENT	1.0000	3000.00
3	3250.00	DL	MYCIVIC 311	1.0000	3250.00
4	2500.00	DL	SUNGARD INTEGRATION-IMPLEMETATION FEE	1.0000	2500.00
5	1250.00	DL	MYCIVIC CITIZEN ENGAGEMENT-IMPLEMENTATION FEE	1.0000	1250.00
6	1250.00	DL	MYCIVIC 311-IMPLEMENTATION FEE	1.0000	1250.00

REMARKS:
THE APP WILL INCLUDE THE FOLLOWING FEATURES & FUNCTIONS AT LAUNCH:
MYCIVIC CITIZEN ENGAGEMENT:
CUSTOM APPEARANCE
PEOPLE & INFORMATION MODULE(S)
PLACES & CLASSES MODULE(S)
CITY NEWS;RSS FEEDS, FACEBOOK, INSTAGRAM, TWITTER, YOUTUBE, PHOTO ALBUMS
CALENDAR FEEDS
INTERACTIVE MAPS
PUSH NOTIFICATIONS WITH GEO TARGETING
HTML URL PAGES (ONLINE BILL PAYMENT, EMAIL SIGN-UPS, FORMS IN WEBPAGES)
OPINIONS CITIZEN FEEDBACK MODULE
CONTENT MANAGEMENT SYSTEM ALLOWING DYNAMIC CONTENT ADDITIONS, CHANGES & UPDATES.

MYCIVIC 311:
INCIDENT REPORTING IN-APP & WEB PLUGIN
CITIZEN FACING MYREPORTS
STAFF APP FOR FIELD WORKERS
QUOTE #2019-69887

PROCUREMENT SERVICES:	MEF 8/15/19	P.O. TOTAL:	11750.00

ACCOUNT NO.
431-2515-534.49-17

PROJECT

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/12/2019

Requesting Department: PW-Engineering **Contact Person:** Andrew Mack

Explanation for Purchase:
Tyler Software and related services for MyCivic app which will include people and information module, places and classes module, city news, calendar feeds, interactive maps, push notifications with geo targeting, incident reporting in-app & web plugin, etc.

Recommended Vendor Tyler Technologies

Dollar Amount of Purchase $11,750

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
431-2515-534-49-17

Approvals:

Department Head	AM	Date	8/12/19
Purchasing Agent	MEF	Date	8/13/19
Asst City Manager		Date	
City Manager	LJ	Date	8/13/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074465

REQUISITION BY: SOLID WASTE/AGGA/AM

STATUS: DEPT APPROVAL
REASON: TYLER SOFTWARE & RELATED SVS - MYCIVIC APP ANNUAL

DATE: 8/07/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17800 TYLER TECHNOLOGIES, INC.

DELIVER BY DATE: 8/08/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SUNGARD INTEGRATION COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	500.00	DL	1.0000	500.00	
2	MY CIVIC CITIZEN ENGAGEMENT COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	3000.00	DL	1.0000	3000.00	
3	MYCIVIC 311 COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	3250.00	DL	1.0000	3250.00	
4	SUNGARD INTEGRATION-IMPLEMETATION FEE COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	2500.00	DL	1.0000	2500.00	
5	MYCIVIC CITIZEN ENGAGEMENT-IMPLEMENTATION FEE COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1250.00	DL	1.0000	1250.00	
6	MYCIVIC 311-IMPLEMENTATION FEE COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1250.00	DL	1.0000	1250.00	

REQUISITION TOTAL: 11750.00

---------- REQUISITION QUOTES ----------

SELECTED VENDOR		VENDOR	NAME
	11750.0000	17800	TYLER TECHNOLOGIES, INC.
	35680.0000		QSCEND TECHNOLOGIES
	13400.0000		GOVQA

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	43125155344917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	500.00
2	43125155344917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	3000.00
3	43125155344917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	3250.00
4	43125155344917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	2500.00
5	43125155344917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	1250.00
6	43125155344917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	1250.00

APPROVALS

City Manager _____ Date 8/13/19

Finance Dept _____ Date 8/13/19

~~Risk Manager~~ _____ Date _____

~~City Attorney~~ _____ Date _____

PURCHASE REQUISITION NBR: 0000074465

REQUISITION BY: SOLID WASTE/AGGA/AM

STATUS: DEPT APPROVAL
REASON: TYLER SOFTWARE & RELATED SVS - MYCIVIC APP ANNUAL

DATE: 8/07/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17800 TYLER TECHNOLOGIES, INC.

DELIVER BY DATE: 8/08/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
					11750.00	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MYCIVI CITIZEN ENGAGEMENT:
CUSTOM APPEARANCE
PEOPLE & INFORMATION MODULE(S)
PLACES & CLASSES MODULE(S)
CITY NEWS;RSS FEEDS, FACEBOOK, INSTAGRAM,TWITTER,
YOUTUBE, PHOTO ALBUMS
CALENDAR FEEDS
INTERACTIVE MAPS
PUSH NOTIFICATIONS WITH GEO TARGETING
HTML URL PAGES (ONLINE BILL PAYMENT, EMAIL
SIGN-UPS, FORMS IN WEBPAGES)
OPINIONS CITIZEN FEEDBACK MODULE
CONTENT MANAGEMENT SYSTEM ALLOWING DYNAMIC CONTENT
ADDITIONS, CHANGES & UPDATES.

MYCIVIC 311:
INCIDENT REPORTING IN-APP & WEB PLUGIN
CITIZEN FACING MYREPORTS
STAFF APP FOR FIELD WORKERS

Greco-Arencibia, Adrianna

From: Mack, Andrew
Sent: Tuesday, August 06, 2019 10:55 AM
To: Greco-Arencibia, Adrianna
Subject: My Civic App
Attachments: Collier County_license (2) (1).pdf; GovQA_Statement_of_Work_Boynton Beach CRM_ 7.29.19.docx.pdf; MyCivic Quote- City of Boynton Beach, FL.pdf; PO#-20190360 (1).pdf

Adrianna:

Can you submit for a PO to My Civic.

Attached are the three quotes.

We are not going to go forward with economic development and public safety at this time so do on include them in the requisition.

Use a Solid Waste Account ie. other contractual.

Andrew Mack, P.E., CBO, LEED AP
Director of Public Works & Engineering
Public Works
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6201 | 561-742-6211
MackA@bbfl.us | boynton-beach.org/
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Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

Brandon Swanson
P: 714-423-2002
Brandon.Swanson@tylertech.com

tyler technologies

Quoted By:	Brandon Swanson
Quote Expiration:	9/17/2019
Quote Name:	Boynton Beach, FL-MyCivic
Quote Number:	2019-69887
Quote Description:	Boynton Beach, FL Mobile App

Sales Quotation For
Andrew Mack
City of Boynton Beach
100 E Boynton Beach Blvd
Boynton Beach , FL 33435-3838
Phone: +1 (561) 742-6000
Email: macka@bbfl.us

Tyler Software and Related Services - Annual

Description	One Time Fees			
	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
MyCivic				
SunGard Integration	0	$0	$0	$500
MyCivic Citizen Engagement	0	$0	$0	$3,000
MyCivic 311	0	$0	$0	$3,250
Sub-Total:		*$0*	*$0*	*$6,750*
TOTAL:	**0**	**$0**	**$0**	**$6,750**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
SunGard Integration - Implementation Fee	1	$2,500	$2,500	$0
MyCivic Citizen Engagement - Implementation Fee	1	$1,250	$1,250	$0
MyCivic 311 - Implementation Fee	1	$1,250	$1,250	$0
TOTAL:			**$5,000**	**$0**

Summary

	One Time Fees	Recurring Fees
Total Tyler Annual	$0	$6,750
Total Tyler Services	$5,000	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$5,000**	**$6,750**

Comments

The App will include the following features and functions at launch:

myCivic Citizen Engagement:
-Custom Appearance
-People & Information module(s)
-Places & Classes module(s)
-City News; RSS feeds, Facebook, Instagram, Twitter, YouTube, and photo albums
-Calendar feeds
-Interactive maps
-Push Notifications with geo targeting
-HTML URL pages (Online bill payment, email sign-ups, forms in webpages)
-Opinions citizen feedback module
-Content Management System allowing dynamic content additions, changes, & updates.

myCivic 311:
-Incident reporting In-app & web plugin
-Citizen facing MyReports
-Staff App for field workers

*Includes SunGard Integration

Mack, Andrew

From: Jessica Bertinoia <jessica@qscend.com>
Sent: Tuesday, April 16, 2019 6:07 PM
To: Mack, Andrew
Subject: Re: Quote

Base pricing for your population would be a little over $2,040 per month.

There is a one-time base price of $11,200 to get everything up and running.

Aside from that any add-on services (onsite training, onsite project management etc.) are all optional.

Jessica Bertinoia
QScend Technologies, Inc.
Office: 203.757-6000 | **Cell:** 860.841.8118
Email: Jessica@QScend.com | www.QScend.com

Sender notified by
Mailtrack

On Tue, Apr 16, 2019 at 5:59 PM Mack, Andrew <MackA@bbfl.us> wrote:

Thanks; I was misunderstanding the monthly fee as annual fee. Makes sense now. Thanks.

As I am assuming that our population is less than collier county and port st lucie, what would pricing be per month base on City's population approximately 77,700 residents.

Andrew Mack, P.E., CBO, LEED AP
Director of Public Works & Engineering
Public Works
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6201 | 561-742-6211
MackA@bbfl.us | boynton-beach.org/
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Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Jessica Bertinoia [mailto:jessica@qscend.com]
Sent: Tuesday, April 16, 2019 3:33 PM
To: Mack, Andrew <MackA@bbfl.us>
Cc: Konnikov, Yury <KonnikovY@bbfl.us>; McNally, John <McNallyJ@bbfl.us>
Subject: Re: Quote

Hi Mark,

Port St. Lucie issued the PO for the first 7 months. The 7 is referencing months not licenses. They wanted to get started right away. Their next PO will be issued after fiscal year July 1, and that will be for a full year. The license is for unlimited users.

In the case of Port St. Lucie, they had to pay the same as Collier in order to piggy back. The price included implementation.

I'm not sure if the piggy back procurement rules are the same everywhere. Are you familiar with the process?

If you do not have to pay the same price as the contract you are piggy backing off of, I can put together a quote with custom pricing for you.

Jess

On Tue, Apr 16, 2019 at 3:16 PM Mack, Andrew <MackA@bbfl.us> wrote:

Question, why is Port St. Lucie getting 7 licenses? What exactly constitutes a license? Is that how many admins can be logged in at one time? It mentions unlimited users in collier contract.

What would our annual cost be?

Thanks.

Andrew Mack, P.E., CBO, LEED AP
Director of Public Works & Engineering
Public Works
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6201 | 561-742-6211
MackA@bbfl.us | boynton-beach.org/
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From: Jessica Bertinoia [mailto:jessica@qscend.com]
Sent: Tuesday, April 16, 2019 11:17 AM
To: Mack, Andrew <MackA@bbfl.us>
Subject: Quote

Hi Andrew,

Sorry for the delay! I was traveling all week last week and due to weather all over the country I had a very difficult time with my flights.

I have the contract we did for Collier County, that is what Port St Lucie used to procure. I know that you had mentioned that the piggy back option would be ideal.

Attached is the Collier contract and the PO that was issued by Port St. Lucie.

Please let me know your thoughts!

Jess

Jessica Bertinoia
QScend Technologies, Inc.
Office: 203.757-6000 | **Cell:** 860.841.8118
Email: Jessica@QScend.com | www.QScend.com

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Jessica Bertinoia
QScend Technologies, Inc.
Office: 203.757-6000 | **Cell:** 860.841.8118
Email: Jessica@QScend.com | www.QScend.com

GovQA
900 S. Frontage Road, Suite 110 | Woodridge, IL 60517
Phone: 630.985.1300 | Fax: 630-985.1310

Statement of Work

Citizen Request Management System

IMPLEMENTATION & TRAINING SERVICES

Date:	Services Performed By:	Services Performed For:
August 22, 2018	GovQA 900 S Frontage Road, Suite 110 Woodridge, IL 60517	City of Boynton Beach 100 E. Boynton Beach Blvd. Boynton Beach, FL 33425

Introduction

GovQA has prepared the following Statement of Work (SOW) to provide you with details on the implementation of the Citizen Request Management System (CRM). This document's intention is to outline the package of services that is included in the CRM.

GovQA has built a tremendous track record over nearly two decades of very successful implementations in the public sector. We understand CRMs and have experience working with public sector entities of all sizes and functions. Every customer has unique requirements, so we take the time to identify your needs and meet them by combining our knowledge and the current best practices prevalent in the industry.

This document provides an overview of GovQA's implementation/training services and timeline estimate for the project. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail. Any changes in scope during the project implementation are handled through the Change Control process.

This SOW (hereinafter called the "SOW"), effective as of April 22, 2019, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on [DATE], and shall continue through [DATE].

Scope of Work

GovQA shall provide the Services and Deliverable(s) as follows:

- Collaboration with the City on developing, monitoring and maintaining a project plan
- Installation and set-up of the application
- Advise client on best practices
- Configuration of interfaces
- System integration testing of functionality (if applicable)
- Training of trainers (Subject Matter Experts) on the software and basic system functionality
- Transition to the Client Relationship team upon rollover to production

Scope is limited to the CRM. This does not include the additional Compliance Suite Modules, such as Subpoenas, Internal Requests, Inter-Agency Requests, Claims, or Legal Holds.

Implementation Schedule

Milestone	Target Completion Date
Project Kickoff Meeting	
Requirements Gathering	
Site Setup and Configuration	
Site Review	
Testing	
Finalize Site	
Training	
Go Live	
Project Completion and Transition to Client Relationship Team	

900 S. Frontage Road, Suite 110 | Woodridge, IL 60517
Phone: 630.985.1300 | Fax: 630-985.1310

Implementation Approach and Methodology

Based upon previous implementations over the years, GovQA has defined four goals that are embraced when implementing a public records management system:

- Achieve productivity as soon as possible
- Leverage existing operations knowledge quickly and completely
- Revise workflows to achieve efficiencies and effectiveness
- Ensure comprehensive training to embrace the new technology

The GovQA implementation team has learned that the best consultants on a workflow system are typically the administrators that are actually involved in the workflow process today. Having worked daily within the existing process, they have a strong foundation in converting existing business processes, and configuring public records management to fit the Customer's needs. GovQA tries to harness the team's perspective and then add its own implementation experiences with other similar entities. Together, the combination of internal experience with alternative insights makes for a best-practice implementation.

The GovQA Citizen Request Management system is a configurable "off the shelf" SaaS platform. The system will be complete at time of purchase and then through the implementation phase, the desired work flow and design changes to support the business process will be custom-configured.

Communication Plan

Status Reports are the primary method of communicating weekly tasks. We ask that a project manager be assigned and this person acts as our primary contact point. We are used to communicating with multiple members of the customer's team; however, the primary contact point is the source of any final direction/information.

Change Control Process

Should a change be needed in this Statement of Work, the Customer shall submit a written request to the GovQA project manager. GovQA will provide a response within five business days with an estimate of the impact of the proposed change(s) on level of effort, cost, and schedule to accomplish the desired work.

Risk Management Plan

GovQA is accustomed to dealing with the various issues that may come up within these projects. The best way to mitigate risk is to take an iterative approach to the configuration.

GovQA
900 S. Frontage Road, Suite 110 | Woodridge, IL 60517
Phone: 630.985.1300 | Fax: 630-985.1310

Responsibilities and Deliverables

Project Management

GovQA Responsibilities	Customer Responsibilities	Deliverables
Initiate/prepare Kickoff Presentation	Participate in Kickoff Presentation and identify key stakeholders	Kickoff Presentation
Create project plan with milestones, due dates, and weekly status updates	Participate in planning, identify Subject Matter Experts	Project Timeline
Provide weekly status reports and timeline updates	Provide feedback for weekly status reports, distribute to key stakeholders, identify possible issues	Weekly Status Report
Documentation of completed implantation	Review and accept documentation	Email

Requirements Gathering

GovQA Responsibilities	Customer Responsibilities	Deliverables
Provide templates and conduct sessions to gather information used to build and test platform	Participate in work sessions, provide current and future business processes	Complete templates with data inputs
Identify report requirements	Participate in creating report requirements	Email confirmation of report requirements

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Phone: 630.985.1300 | Fax: 630-985.1310

Build/Configure/Test

GovQA Responsibilities	Customer Responsibilities	Deliverables
Design, build, configure, document, transfer knowledge, and test the overall configuration required to produce a functioning instance	Observe and learn how to set up, verify, and make decisions	Overall instance setup
Configure public portal branding, including HTML layout, within Customer's website with access to the public records request solution	Define branding and page layout	Portal setup & configuration
Create letter and email templates to support the business process	Provide and review template content	Email and letter templates
Configure custom fields for service request	Provide required custom fields	Custom fields
Enable Customer to publicly post any record requests	Manage staff functions and access	Public Archive Process
Configure fee and time tracking based on the business rules	Provide and confirm pricing	Fee and time tracking
Configure knowledgebase for internal and external use on portal, and import answers.	Provide answers to questions in knowledgebase	Knowledgebase & content
Configure service request forms and field level validation as required	Provide requirements	Service requests
Establish and configure initial list of staff members' security credentials and create training videos for creating, revising, or deleting employee information	Provide staff list with indication for level of access	Security credentials, setup, video instructions
Validate/build/configure/test activity	Participate in validation	Build/configure/test report *(email notice)*

Reporting

GovQA Responsibilities	Customer Responsibilities	Deliverables
Create customizable report templates that can be exported to a spreadsheet or PDF	Observe and verify setup, further design custom reports that are available upon completion or delayed	Report templates
Knowledge transfer: best practices, report exports	Understand best practices and reporting export process	

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Phone: 630.985.1300 | Fax: 630-985.1310

User Acceptance Testing (UAT)

GovQA Responsibilities	Customer Responsibilities	Deliverables
Support Customer with documentation for test case development, responses to test result issues, updates to configurations and modifications to portals	Write UAT plan and test cases as needed, perform testing, document issues, communicate to GovQA	UAT Test Process
Assist with setting up test accounts for role-based testing	Setup test account	Test Accounts setup

Training and Support

GovQA Responsibilities	Customer Responsibilities	Deliverables
Provide orientation/training at the beginning of the engagement to ensure that team members have clear understanding of the capabilities of the solution	Participate in the orientation/training, prepare and process a training survey for quality	Out of box training materials: "Get Started Guide"
Provide a training plan that covers the types of training, roles of users who should attend which training, training materials provided for each training, and training logistics/needs from the Customer	Participate in the training planning sessions, update the training plan with specifics about people, facilities, and timing. Validate that deployment training covers the as-built and that the as-built training materials are adequate.	Training plan *(medium level detail)*
Provide two administrator training sessions for configuration of portal and administration of the instance, with knowledge areas inclusive of the Build/Configure/Unit test activity.	Participate in the administrator training and provide feedback	Training Results Report *(E-Mail notice ok)*
Provide two deployment training (as built) to the users based on the training plan. Record the training sessions and provide recording videos.	Participate in the deployment training. Prepare and process a training survey for quality.	As Built Training Materials, Training Results Report *(E-Mail notice ok)*

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Phone: 630.985.1300 | Fax: 630-985.1310

Maintenance and Support

Customer will be assigned a Client Relationship Specialist who will contact and work with them on an ongoing basis once the Public Records Request System is live.

60 Day Follow up Call/Quarterly Calls

The Customer should expect their first scheduled status review call 60 days after their "go live" date and then quarterly after that. These calls typically cover:

- Implementation process satisfaction
- Additional training if needed
- New features as released
- Application Usage
- Any application configuration changes that may need to be made/updated
- Update contact information

Additional Support Tools

GovQA offers a full suite of training products to assist users in furthering their education on the platform.

- Online Training Tool Videos: 1 Minute clips of basic & advanced "How To" videos that cover all functionality within the GovQA System
- The Quick Reference Guide: This manual guides the user through basic responsibilities throughout the GovQA System.

Methods of contact

Support Phone Number	Fax Number	Email
877.493.0164	630.985.1310	support@govqa.com

Hours of Operation

Customer Support hours are from **7:00 AM to 7:00 PM CST, Monday through Friday**.

Requests can be submitted online 24 hours a day. During off hours, critical and technical concerns should be logged at **www.supportqa.com** which automatically alerts the technical staff on call.

Customer Support Levels

Level One
Notification Minimum product functionality impact to the user. No significant business impacts.

Level Two
Important Significant product functionality affected. Production usability impacted.

Level Three
Critical Product is non-operational without a workaround resulting in severe business impact.

Support Level	Criteria	Target Initial Response Time
Level 1	Minimum product functionality impact to the user. No significant business impacts.	24 hours
Level 2	Significant product functionality affected. Production usability impacted.	4 hours
Level 3	Product is non-operational resulting in severe business impact. No workaround is presently available.	30 Minutes

Fee Schedule

Billing

Fees are exclusive of all taxes; complete annual service cost is billed on an annual basis in advance; and, due Net 30. All implementation fees are billed upon contract signing.

Payment Terms

Payments are due Net 30. Payments over 45 days from invoice date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month.

Remittance

All payments should be made directly to GovQA, and will not be deemed received until actually received in GovQA offices. Please remit all payments to:

GovQA, Inc.

900 S. Frontage Road, Ste 110

Woodridge, IL 60517

GovQA
900 S. Frontage Road, Suite 110 | Woodridge, IL 60517
Phone: 630.985.1300 | Fax: 630-985.1310

One-Time Implementations

	One-Time Implementation Fees		
	201925	Exchange Platform with FOIA Solution Implementation	
X	201948	CRM/311 Citizen Engagement Implementation	Waived
X	201927	Online Training – Administrator	Included
X	201928	Online Training – Users (2 sessions)	Included
	201965	Attachment Search with Image to Text Conversion (OCR)Implementation	
	201949	ADFS/Single Sign-on Implementation	
	201938	Payments Implementation	
	201939	Invoicing Implementation	
	201929	Additional Online Training	
	201940	Claims Implementation	
	201930	Attachment Search Implementation	
	201966	Customer Email Tracking Implementation	
	201931	Subpoena Duces Tecum Implementation	
	201933	Legacy Data Import	
	201932	Legal Holds Implementation	
	201934	Subpoena Appearance Implementation	
	201926	Onsite Training (Per Trainer, Per Day)	
Total			**$13,400**

900 S. Frontage Road, Suite 110 | Woodridge, IL 60517
Phone: 630.985.1300 | Fax: 630-985.1310

Annual Subscriptions

	Core Exchange Platform Subscription Services		Annual Fee
	201901	Exchange Platform with Public Records Solution (1 Request Type Related to Public Records)	
X	201947	CRM/311 Citizen Engagement	$12,400
	201906	Fortress Hosting	
	201908	Redaction License	
	201912	Storage (500GB)	
X	201919	API Library Access	$1,000
	201907	Attachment Search	
	201963	Attachment Search with Image to Text Conversion (OCR)	
	201964	Customer Email Tracking	
	201905	Invoicing	
	201909	ADFS/Single Sign-on	
	201911	Payments (Using approved provider(s) listed on page 15)	
	201945	Non-Emergency Reporting	
	201902	Claims	
	201903	Subpoena Duces Tecum	
	201904	Subpoena Appearance	
	201910	Legal Holds	
X	201924	Mobile App	Included
	201946	Social Media Archive	
	201921	Custom Option	

900 S. Frontage Road, Suite 110 | Woodridge, IL 60517
Phone: 630.985.1300 | Fax: 630-985.1310

Project Change Procedure

The following process will be followed if a change to this SOW is required:

- A Schedule will be the vehicle for communicating change. The Schedule must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the Schedule, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the Schedule will have on SOW price, timeline and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or Schedule must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Customer		GovQA	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title	_____	Title	_____

GovQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE STATED HEREIN OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. GOVQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN THIS AGREEMENT IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED BY GovQA UNDER THIS AGREEMENT.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191336
DATE: 08/14/19

VENDOR 17529

TO: CINTEL LLC
150 HUDDLESTON RD, STE. 4
PEACHTREE CITY, GA 30269

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2.00	EA	CLARITY VERSION IPC2 I5 WITH WINDOWS 10 8gb ram, 250 gb ssd 1 camera system VENDOR ITEM NO.- CIN-PC-CL-IPC2-1	3667.9000	7335.80
2	2.00	EA	POWER SENS REMOTE MONITOR CONTROL VENDOR ITEM NO.- NET TP DIN MONITOR W	199.9300	399.86
3	2.00	EA	COLLECTION AND DELIVERY TO BBPD Scope: Rework existing Single camera ND LPR Trailers to CLARITY System. * Collect, Rework and deliver finished units back to Boynton Beach Police Dept. * Cintel will provide a Loan 2 Camera CLARITY LPR speed trailer while work is being undertaken *Reutilize existing NDI LPR Camera Quote assumes the following Items are serviceable and can be reutilized, A full inspection will be undettaken as part of the retrofit process and customer will be informed if anything is found to be unserviceable: * Solar Panels and Solar Charging Systems * AGM 12V DC Batterys * Mains Battery Charger System * Cellular Modem VENDOR ITEM NO.- DELIVERY	1000.0000	2000.00

PROCUREMENT SERVICES:	MEF 8/15/19	P.O. TOTAL:
ACCOUNT NO. SEE BELOW	PROJECT	

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191336
DATE: 08/14/19

VENDOR 17529

TO: CINTEL LLC
150 HUDDLESTON RD, STE. 4
PEACHTREE CITY, GA 30269

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

REMARKS:
LPR CAMERA UPDATE
ESTIMATE #CIN02318
DO NOT MAIL PO - P.D. WILL SEND TO VENDOR

PROCUREMENT SERVICES:		P.O. TOTAL: 9735.66
ACCOUNT NO. SEE BELOW	PROJECT	

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191336
DATE: 08/14/19

VENDOR 17529

TO: CINTEL LLC
150 HUDDLESTON RD, STE. 4
PEACHTREE CITY, GA 30269

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

REQUISITION NO.	ORDERING DEPARTMENT:		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

****
* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*
****

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000074461 00121105216415	08/07/19	POLICE		7000.00
0000074461 00121115216415	08/07/19	POLICE		2735.66

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO.	PROJECT	

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/7/2018

Requesting Department: POLICE **Contact Person:** RICHARDS / ZELLER

Explanation for Purchase:
This is to upgrade the NDI Technologies license plate reader (LPR) systems (2 trailers and a patrol car) to Cintel license plate reader systems. This will ensure all LPR systems are accessible and managed through a single interface and there is only one vendor to work with on existing systems as well as the new LPR systems being installed for Town Center.
Req.# 74466 - $ 11,059.18
Ref # 74461-$ 9,735.66

Recommended Vendor Cintel

Dollar Amount of Purchase 20,794.84

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☒

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
Computer Equipment 001-2110-521-6415 (7,000), Computer Equipment 001-2111-521-6415 (13,794.84)

Approvals:

Department Head		Date 8/8/18
Purchasing Agent	MEF	Date 8/13/18
Asst City Manager		Date
City Manager		Date 8/13/18

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074461

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: LPR CAMERA UPDATE

DATE: 8/07/19

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 17529 CINTEL LLC

DELIVER BY DATE: 8/31/19

REQUISITION COMMENTS:

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
3	00121115216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	2000.00
					9735.66

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

sole source city established vendor. see attached supporting documents. COI on file with Risk.

over 10000 form completed

Req. 74461 - $9735.66
Req 7446 - $11059.18
Total = $ 20,794.84

APPROVALS

City Manager _____ Date 8/13/19
Finance Dept MEF Date 8/13/19
Risk Manager COI good thru 4/10/20
~~City Attorney~~ _____ Date _____

PURCHASE REQUISITION NBR: 0000074461

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: LPR CAMERA UPDATE

DATE: 8/07/19

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 17529 CINTEL LLC

DELIVER BY DATE: 8/31/19

1	CLARITY VERSION IPC2 I5 WITH WINDOWS 10 8gb ram, 250 gb ssd 1 camera system COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	2.00	EA	3667.9000	7335.80	CIN-PC-CL-IPC2-1
2	POWER SENS REMOTE MONITOR CONTROL COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	2.00	EA	199.9300	399.86	NET TP DIN MONITOR W
3	COLLECTION AND DELIVERY TO BBPD Scope: Rework existing Single camera ND LPR Trailers to CLARITY System. * Collect, Rework and deliver finished units back to Boynton Beach Police Dept. * Cintel will provide a Loan 2 Camera CLARITY LPR speed trailer while work is being undertaken *Reutilize existing NDI LPR Camera Quote assumes the following Items are serviceable and can be reutilized, A full inspection will be undettaken as part of the retrofit process and customer will be informed if anything is found to be unserviceable: * Solar Panels and Solar Charging Systems * AGM 12V DC Batterys * Mains Battery Charger System * Cellular Modem COMMODITY: SHIPPING AND HANDLING SUBCOMMOD: SHIPPING & HANDLING	2.00	EA	1000.0000	2000.00	DELIVERY

REQUISITION TOTAL: 9735.66

REQUISITION QUOTES

	VENDOR NAME
9735.6600	CINTEL

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00121105216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		95.42	7000.00
1	00121115216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		4.58	335.80
2	00121115216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	399.86

Boynton Beach Police Department

Michael G. Gregory
Chief of Police

Vanessa K. Snow
Assistant Chief
Support Services

Joseph DeGiulio
Assistant Chief
Uniform Services

P. O, Box 310
Boynton Beach, FL 33425
561.742.6100
561.742.6185

A CFA Accredited Law Enforcement Agency

---- AGENCY INTERNAL MEMO ----

DATE: 8/7/2019

TO: Chief Michael G. Gregory

FROM: Craig Richards

RE: LPR-Cintel

License plate reader (LPR) systems have proven to be a valuable crime fighting tool for law enforcement. The Police department is currently operating license plate reader systems from two vendors, NDI technologies and Cintel. LPR systems from these vendors do not share information with each other. In addition, the NDI Technologies system is operating on a server with a database that is no longer under support by Microsoft, which means that updates and security patches are no longer available. There are two trailers and a patrol vehicle currently outfitted with the NDI Technologies LPR system. It is recommended to upgrade these systems to a Cintel system. These systems will then be integrated with the rest of the Cintel systems currently deployed as well as the new Cintel systems the city is installing as part of the Town Square project. This will result in a system that is operating on fully supported hardware and software, with only one vendor to work with for support and maintenance. This also means that there will be only one system for officers to use to monitor license plate reads and receive notifications of "plate hits".

CINTEL
Safe. Secure. Simple.

Ste 400
Peachtree GA 30269

Estimate

Date	Estimate No.
6/17/2019	CIN02318

Name/Address

City of Boynton Beach Police Dept

Rep	FOB
AR	

Item	Description	Qty	Rate	Total
	City of Boynton Beach Police Dept - Fixed LPR Trailer Retrofit Scope: Rework existing Single camera ND LPR Trailers to CLARITY System. * Collect, Rework and deliver finished units back to Boynton Beach Police Dept. * Cintel will provide a Loan 2 Camera CLARITY LPR speed trailer while work is being undertaken *Reutilize existing NDI LPR Camera Quote assumes the following Items are serviceable and can be reutilized, A full inspection will be undettaken as part of the retrofit process and customer will be informed if anything is found to be unserviceable: * Solar Panels and Solar Charging Systems * AGM 12V DC Batterys * Mains Battery Charger System * Cellular Modem			
CIN-PC-CL-IPC2-1	Clarity version IPC2 i5 with Windows 10, 8GB Ram, 250GB SSD 1 Camera System	2	3,667.90	7,335.80
NET-TP-DIN-Monitor-WEB2	PowerSens Remote Monitor/Control	2	199.93	399.86
DELIVERY	Collection and Delivery to/from Boynton Beach Police Dept Delivery ETA 20-30 Days ARO	2	1,000.00	2,000.00
			Total	USD 9,735.66

Phone #	Fax #	E-mail	Web Site
8558625468	8558625470	Accounts@cintelusa.com	cintelusa.com

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191337
DATE: 08/14/19

VENDOR 17529

TO: CINTEL LLC
150 HUDDLESTON RD, STE. 4
PEACHTREE CITY, GA 30269

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

REQUISITION NO. 74466	ORDERING DEPARTMENT: POLICE		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00 EA	CINTEL PERMANENT VEHICLE INSTALL KIT. INCLUDES LPR Cameras, LPR Processor, Cell Router, 4 camera perpetual CLARITY LPR License VENDOR ITEM NO.- CIN-LPRMOBPIK4CAM	17309.1800	17309.18
2	1.00-EA	DISCOUNT FOR RE USE OF EXISTING NDI CAMERAS VENDOR ITEM NO.- DISCOUNT	7000.0000	7000.00-
3	1.00 EA	ONSITE INSTALLATION AND SETUP VENDOR ITEM NO.- INSTALL	600.0000	600.00
4	1.00 EA	DELIVERY TO BOYNTON BEACH POLICE DEPT VENDOR ITEM NO.- DELIVERY	150.0000	150.00

REMARKS:
LPR SYSTEM UPGRADE FOR PD
ESTIMATE #CIN02319
DO NOT MAIL PO - P.D. WILL SEND TO VENDOR

PROCUREMENT SERVICES:	MEF 8/15/19	P.O. TOTAL:	11059.18
ACCOUNT NO. 001-2111-521.64-15	PROJECT		

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/7/2018

Requesting Department: POLICE **Contact Person:** RICHARDS / ZELLER

Explanation for Purchase:
This is to upgrade the NDI Technologies license plate reader (LPR) systems (2 trailers and a patrol car) to Cintel license plate reader systems. This will ensure all LPR systems are accessible and managed through a single interface and there is only one vendor to work with on existing systems as well as the new LPR systems being installed for Town Center.
Req.# 74466 - $ 11,059.18
Req.# 74461-$ 9,735.66

Recommended Vendor Cintel

Dollar Amount of Purchase 20,794.84

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☒

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
Computer Equipment 001-2110-521-6415 (7,000), Computer Equipment 001-2111-521-6415 (13,794.84)

Approvals:

Department Head	[signature]	Date	8/8/18
Purchasing Agent	[signature]	Date	8/13/18
Asst City Manager		Date	
City Manager	[signature]	Date	8/13/18

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074466

STATUS: DEPT APPROVAL

REQUISITION BY: POLICE
REASON: LPR SYSTEM UPGRADE FOR PD
DATE: 8/08/19

SHIP TO LOCATION: POLICE
SUGGESTED VENDOR: 17529 CINTEL LLC
DELIVER BY DATE: 8/31/19

1	CINTEL PERMANENT VEHICLE INSTALL KIT. INCLUDES LPR Cameras, LPR Processor, Cell Router, 4 camera perpetual CLARITY LPR License COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	1.00	EA	17309.1800	17309.18	CIN-LPRMOBPIK4CAM
2	DISCOUNT FOR RE USE OF EXISTING NDI CAMERAS COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	1.00-	EA	7000.0000	7000.00-	DISCOUNT
3	ONSITE INSTALLATION AND SETUP COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	1.00	EA	600.0000	600.00	INSTALL
4	DELIVERY TO BOYNTON BEACH POLICE DEPT COMMODITY: SHIPPING AND HANDLING SUBCOMMOD: SHIPPING & HANDLING	1.00	EA	150.0000	150.00	DELIVERY

REQUISITION TOTAL: 11059.18

REQUISITION QUOTES

	VENDOR NAME
11059.1800	CITNEL

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00121115216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	17309.18
2	00121115216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	7000.00-
3	00121115216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	600.00
4	00121115216415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT		100.00	150.00
					11059.18

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

this is to update our outdated LPR system with a program that is already in place with the city (PD/Parks). Please see sole source document attached. Risk has COI on file.

Req. #74461- $9735.66
Req. #74466- $11059.18
Total = $20,794.84

APPROVALS

City Manager _____ Date 8/13/19
Finance Dept _____ Date 8/13/19
Risk Manager Risk App COI Date 8/9/19
~~City Attorney~~ _____ Date Good thru 4/10/20

Boynton Beach Police Department

Michael G. Gregory
Chief of Police

Vanessa K. Snow
Assistant Chief
Support Services

Joseph DeGiulio
Assistant Chief
Uniform Services

P. O, Box 310
Boynton Beach, FL 33425
561.742.6100
561.742.6185

A CFA Accredited Law Enforcement Agency

---- AGENCY INTERNAL MEMO ----

DATE: 8/7/2019

TO: Chief Michael G. Gregory

FROM: Craig Richards

RE: LPR-Cintel

License plate reader (LPR) systems have proven to be a valuable crime fighting tool for law enforcement. The Police department is currently operating license plate reader systems from two vendors, NDI technologies and Cintel. LPR systems from these vendors do not share information with each other. In addition, the NDI Technologies system is operating on a server with a database that is no longer under support by Microsoft, which means that updates and security patches are no longer available. There are two trailers and a patrol vehicle currently outfitted with the NDI Technologies LPR system. It is recommended to upgrade these systems to a Cintel system. These systems will then be integrated with the rest of the Cintel systems currently deployed as well as the new Cintel systems the city is installing as part of the Town Square project. This will result in a system that is operating on fully supported hardware and software, with only one vendor to work with for support and maintenance. This also means that there will be only one system for officers to use to monitor license plate reads and receive notifications of "plate hits".

CINTEL
Safe. Secure. Simple.

Ste 400
Peachtree GA 30269

Estimate

Date	Estimate No.
6/17/2019	CIN02319

Name/Address

City of Boynton Beach Police Dept

Rep	FOB
AR	

Item	Description	Qty	Rate	Total
	City of Boynton Beach Police Dept - 4 Camera Vehicle Installation Scope: Rework existing 4 camera NDI Mobile LPR system to CLARITY *Reutilize existing NDI LPR Camera Quote assumes the following Items are serviceable and can be reutilized, A full inspection will be undettaken as part of the retrofit process and customer will be informed if anything is found to be unserviceable: * LPR Cameras * LPR Camera Power Supply * Cellular Modem			
CIN-LPR-MOB-PIK-4-CAM-CLARITY	Cintel Permanent vehicle Install kit. Includes LPR Cameras, LPR Processor, Cell Router, 4 camera perpetual CLARITY LPR License.	1	17,309.18	17,309.18
DISCOUNT	Discount for re use of existing NDI Cameras		-7,000.00	-7,000.00
INSTALL	Onsite Installation and setup	1	600.00	600.00
DELIVERY	Delivery to Boynton Beach Police Dept Delivery ETA 20-30 Days ARO	1	150.00	150.00

Total	USD 11,059.18

Phone #	Fax #	E-mail	Web Site
8558625468	8558625470	Accounts@cintelusa.com	cintelusa.com

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191339
DATE: 08/15/19

VENDOR 4397

TO: JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462

SHIP TO:
City of Boynton Beach
WEST WATER ADMIN
5469 W. BOYNTON BCH BLVD.
BOYNTON BEACH, FL 33437

REQUISITION NO. 74449	ORDERING DEPARTMENT: UTIL PWT/WWTP MR		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	MOBILIZATION	750.0000	750.00
2	2.00	EA	VALVE REPLACEMENT	7500.0000	15000.00

REMARKS:
REPLACEMENT OF (2) VALVES FOR THE NORTH TREATMENT

PROCUREMENT SERVICES:	Mona Fredericksen 8/15/19	P.O. TOTAL:	15750.00
ACCOUNT NO. 401-2811-536.46-20	PROJECT		

PURCHASE REQUISITION NBR: 0000074449

REQUISITION BY: UTIL PWT/WWTP MR

STATUS: DEPT APPROVAL
REASON: REPLACEMENT OF (2) VALVES FOR THE NORTH TREATMENT

DATE: 8/06/19

SHIP TO LOCATION: WEST WATER PLANT ADMIN

SUGGESTED VENDOR: 4397 JOHNSON-DAVIS INC.

DELIVER BY DATE: 8/22/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MOBILIZATION COMMODITY: UTILITY PIPE AND FITTINGS SUBCOMMOD: VALVES: MISCELLANEOUS	1.00	EA	750.0000	750.00	
2	VALVE REPLACEMENT COMMODITY: UTILITY PIPE AND FITTINGS SUBCOMMOD: VALVES: MISCELLANEOUS	2.00	EA	7500.0000	15000.00	

REQUISITION TOTAL: 15750.00

REQUISITION QUOTES

	VENDOR NAME
29500.0000	GLOBAL TECH
29621.2500	MADSEN BARR

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128115364620	REPAIR/MAINTENANCE SRVS. EQUIPMENT MAINTENANCE		100.00	750.00
2	40128115364620	REPAIR/MAINTENANCE SRVS. EQUIPMENT MAINTENANCE		100.00	15000.00
					15750.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

8.12.19

APPROVALS

City Manager _____ Date 8/13/19

Finance Dept MRF Date 8/13/19

COI Good Risk Manager through Date 7/1/20

City Attorney _____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 6-Aug-19

Requesting Department: Util-PWT **Contact Person:** Leon Liberus/MR

Explanation for Purchase:
Replacement of two (2) valves for the North Treatment Basin

Recommended Vendor J&D Inc

Dollar Amount of Purchase $15,750.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
401-2811-536-46-20

Approvals:

Department Head		Date
Purchasing Agent	Mona Fredericksen	Date 8/15/19
Asst City Manager		Date
City Manager	Lori LeVasseur	Date 9/4/19

Form Revised 02/01/02

The City of Boynton Beach

Utilities Department
124 E. Woolbright Road
Boynton Beach, Florida 33435
Phone (561) 742-6400
FAX: (561 742-6298

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED:

Replacement of two (2) valves for the North Treatment Basin

VENDOR #1:	Johnson Davis Inc.
DATE:	8/5/19
CONTACT PERSON:	Clarke Cryer
PHONE NUMBER:	561-588-1170
QUOTE:	$15,750.00
VENDOR#2:	GlobalTech
DATE:	7/22/19
CONTACT PERSON:	Bruce Rahmani
PHONE NUMBER:	561-997-6433
QUOTE:	$29,500.00
VENDOR #3:	Madsen/Barr
DATE:	7/2/19
CONTACT PERSON:	John Barr
PHONE NUMBER:	561-753-6363
QUOTE:	$29,621.25

ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO PURCHASING DEPT.

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	8-6-19
H.T.E. REQUISITION #	74449
Clerk:	MR
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE:

Replacement of two (2) valves for the North Treatment Basin

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**		
Name: Johnson Davis Inc.	Admin.	( )	Date: 8/6/19	ASAP	(x)
Address: 604 Hillbrath Dr.	Engineering	( )	Date Needed: 08/22/2019	Confirm.	( )
Lantana, FL 33462	Cust. Rel.	( )		ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**	**DELIVERY:**	
Phone (contact): Clarke Cryer	Water Qual.	( )	Quotes/Verbal (over $500) ( )	E. Admin. 40	( )
Phone: 561-588-1170 Fax:	Pumping	( )	Quotes/Written (over $2000) (X)	E. WTP 41	( )
Vendor Number :4397	PWTreat.	(x)	Bid Docs. ( )	W. WTP 42	(x)
	Meter Serv.	( )	Sole Source Ltr. ( )	P/U 99	( )
INITIATOR: Leon Liberus, Chief Operator	Sewage	( )	Insurance Requirements: ( )	Special Instructions:	
APPROVED:	Strmwtr.	( )		Project Number:	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	$750.00	Mobilization	401	2811	536	46	20	$750.00
2	$7,500.00	Valve Replacement						$15,000.00
		Total						$15,750.00

Coverage Extension Endorsement

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9813380-01	07/01/2019	07/01/2020		39028000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9813382-01	07/01/2019	07/01/2020		39028000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Johnson-Davis, Inc.

Address: 604 Hillbrath Dr, Lantana, FL 33462

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191348
DATE: 08/16/19

VENDOR 17254

TO: WEST ARCHITECTURE + DESIGN, LL
820 N. 4TH STREET
LANTANA, FL 33462

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 74418	ORDERING DEPARTMENT: ENGINEERING/AGGA/PM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	10.00	HR	ARCHITECTURAL PROGRAMMING-PRINCIPAL COMMISSION APPROVED 08/07/18 TASK NO. UT-3E-01 RESOLUTION NO. R18-103 RFQ NO. 046-2821-17/TP	180.0000	1800.00
2	36.00	HR	ARCHITECTURAL PROGRAMMING-PROJECT MGR	130.0000	4680.00
3	8.00	HR	ARCHITECTURAL CONCEPTUAL DESIGN-PRINCIPAL	180.0000	1440.00
4	38.00	HR	ARCHITECTURAL CONCEPTUAL DESIGN-PROJECT MGR	130.0000	4940.00
5	3500.00	DL	SURVEYING SERVICES	1.0000	3500.00
6	1060.00	DL	CONCEPTUAL DESIGN	1.0000	1060.00

REMARKS:
RFQ 046-2821-17/TP; COMMISSION APPRV 8/7/18
TASK ORDER UT-3E-01
PHASE I ONLY. IN ORDER TO PROCEED WITH PHASE 2 & PHASE 3 AN AGENDA ITEM WILL NEED TO GO BEFORE THE COMMISSION FOR APPROVAL BEFORE A CHANGE ORDER TO THE PO CAN BE ISSUED.
VENDOR PROJECT NO. A19-032
PENCE PARK REDESIGN

PROCUREMENT SERVICES:	MEF 8/16/19	P.O. TOTAL:	17420.00

ACCOUNT NO. 303-4115-572.63-05
PROJECT RP1907

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/1/2019

Requesting Department: PW-Engineering **Contact Person:** Paola Mendoza

Explanation for Purchase:
This will be for the renovation of the existing Pence Park, located at 601 SE 4 St. This is the first phase of the project that will be programming, surveying and conceptual design for the amenities the City would like to have at the park, such as multipurpose field, pavillions, bathrooms, fencing, parking, playground and basketball field. It will include a survey and shall propose three different conceptual designs.

TASK Order UT-3E-01

Recommended Vendor West Architectual

Dollar Amount of Purchase $17,420

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	X

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
303-4115-572-63-05, project #RP1907

Approvals:

Department Head	for Andrew Maack	Date 8/1/19
Purchasing Agent	MEP	Date 8/15/19
Asst City Manager		Date
City Manager	LL	Date 8/15/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074418

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: REDESIGN PENCE PARK

DATE: 8/01/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17254 WEST ARCHITECTURE + DESIGN, LL

DELIVER BY DATE: 8/02/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
6	30341155726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1907 Pence Park Redesign	100.00	1060.00

17420.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

COMMISSION APPROVED 08/07/18 (AGENDA ITEM ATT'D)

TASK NO. UT-3E-01 (EMAIL FROM TARALYN ATT'D)

RESOLUTION NO. R18-103 (ATT'D)

RFQ NO. 046-2821-17/TP

COI WITH EMAIL APPROVAL ATT'D

OVER $10,000 FORM ATT'D

PER MARA AND ANDREW: PRIOR TO ISSUING A CHANGE ORDER TO THE PO FOR TASK 2 & 3, AN AGENDA ITEM WILL BE SUBMITTED TO COMMISSION FOR APPROVAL.

Phase 1

APPROVALS

City Manager [signature] Date 8/15/19

Finance Dept [signature] Date 8/15/19

Risk Manager COI App. on Date 8/9/19 by Risk

~~City Attorney~~ _____ Date _____

PURCHASE REQUISITION NBR: 0000074418

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: REDESIGN PENCE PARK

DATE: 8/01/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17254 WEST ARCHITECTURE + DESIGN, LL

DELIVER BY DATE: 8/02/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ARCHITECTURAL PROGRAMMING-PRINCIPAL COMMISSION APPROVED 08/07/18 TASK NO. UT-3E-01 RESOLUTION NO. R18-103 RFQ NO. 046-2821-17/TP COMMODITY: ARCHITECT&OTHER DESIGN SUBCOMMOD: ARCHITECT SERVICES, PROF	10.00	HR	180.0000	1800.00	
2	ARCHITECTURAL PROGRAMMING-PROJECT MGR COMMODITY: ARCHITECT&OTHER DESIGN SUBCOMMOD: ARCHITECT SERVICES, PROF	36.00	HR	130.0000	4680.00	
3	ARCHITECTURAL CONCEPTUAL DESIGN-PRINCIPAL COMMODITY: ARCHITECT&OTHER DESIGN SUBCOMMOD: ARCHITECT SERVICES, PROF	8.00	HR	180.0000	1440.00	
4	ARCHITECTURAL CONCEPTUAL DESIGN-PROJECT MGR COMMODITY: ARCHITECT&OTHER DESIGN SUBCOMMOD: ARCHITECT SERVICES, PROF	38.00	HR	130.0000	4940.00	
5	SURVEYING SERVICES COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SURVEY(NOT AERIAL/RESEARC	3500.00	DL	1.0000	3500.00	
6	CONCEPTUAL DESIGN COMMODITY: ARCHITECT&OTHER DESIGN SUBCOMMOD: ARCHITECT SERVICES, PROF	1060.00	DL	1.0000	1060.00	

REQUISITION TOTAL: 17420.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30341155726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1907 Pence Park Redesign	100.00	1800.00
2	30341155726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1907 Pence Park Redesign	100.00	4680.00
3	30341155726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1907 Pence Park Redesign	100.00	1440.00
4	30341155726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1907 Pence Park Redesign	100.00	4940.00
5	30341155726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1907 Pence Park Redesign	100.00	3500.00

Greco-Arencibia, Adrianna

From: Mendoza, Paola
Sent: Tuesday, July 30, 2019 1:56 PM
To: Greco-Arencibia, Adrianna
Subject: PO Request for Pence Park Redesign Phase 1- Task Order #UT-3E-01
Attachments: A19-032-Pence Park-Design Cost Estimate-01_06-13-19.pdf; A19-032-Pence Park-01_06-07-19 with Attachement.pdf; FW: Request for Landscape Architect; Fully Executed Agreement - West Architecture+Design LLC.pdf

Hello Adrianna,

Can you please create a PO for a new job for PHASE 1 of the redesign of Pence Park -with West Architecture (**Task Order # UT-3E-01**), for the amount of $17,420.00

- Please see attached proposal from the consultant
- The project is conceptual redesign of the Pence Park
- An account # 303-4115-572.63-05- Project No. RP1907
- Please see attached email from Taralyn with task order
- Please see attached backup information

Finance has created the job number and the funds are available now.
Thank you very much, please let me know if you have any questions or I left something out,

Paola

Paola Mendoza
Associate Engineer
Public Works/Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6266
MendozaP@bbfl.us | boynton-beach.org/
Follow us on

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

Design Proposal - Cost Estimate Summary

Date: June 13, 2019

West Architecture + Design, LLC
820 N 4th St
Lantana, FL 33462
Phone: 561-588-2027
Fax: 561-582-9419
License No. AA26001503
www.west-arch.com

Project No.	A19-032	Client Name	City of Boynton Beach
Title	Pence Park		Paola Mendoza
Address		Address	P.O. Box 310
City, State, Zip	Boynton Beach, FL	City, State, Zi	Boynton Beach, FL
		Phone	561-742-6266
		Email	Mendoza@bbfl.us

DISCIPLINE	Phase 1	Phase 2	Phase 3	Total
Architectural				
Programming	$6,480.00	$2,880.00	$0.00	
Conceptual Design	$6,380.00	$0.00	$0.00	
Schematic Design Services	$0.00	$3,580.00	$0.00	
Design Development Services	$0.00	$0.00	$3,300.00	
Conceptual Cost Estimate	$0.00	$0.00	$3,500.00	
Sub-Total	$12,860.00	$6,460.00	$6,800.00	
Surveyor				
Surveying Services	$3,500.00	$0.00	$0.00	
Sub-Total	$3,500.00	$0.00	$0.00	
Civil				
Programming	$0.00	$0.00	$0.00	
Conceptual Design	$1,060.00	$0.00	$0.00	
Schematic Design Services	$0.00	$2,020.00	$0.00	
Design Development Services	$0.00	$0.00	$8,600.00	
Sub-Total	$1,060.00	$2,020.00	$8,600.00	
Total	$17,420.00	$8,480.00	$15,400.00	$41,300.00

West Architecture + Design - Hourly Breakdown

	Hours Phase 1	Hours Phase 2	Hours Phase 3	Rate	Sub- Total Task 1	Sub- Total Task 2	Sub- Total Task 3
Programming					$ 6,480.00	$ 2,880.00	$ -
Principal	10.00	4.00	0.00	$ 180.00	$ 1,800.00	$ 720.00	$ -
Project Manager	36.00	16.62	0.00	$ 130.00	$ 4,680.00	$ 2,160.00	$ -
Conceptual Design					$ 6,380.00	$ -	$ -
Principal	8.00	0.00	0.00	$ 180.00	$ 1,440.00	$ -	$ -
Project Manager	38.00	0.00	0.00	$ 130.00	$ 4,940.00	$ -	$ -
Schematic Design Services					$ -	$ 3,580.00	$ -
Principal	0.00	4.00	0.00	$ 180.00	$ -	$ 720.00	$ -
Project Manager	0.00	22.00	0.00	$ 130.00	$ -	$ 2,860.00	$ -
Design Development Services					$ -	$ -	$ 3,300.00
Principal	0.00	0.00	6.00	$ 180.00	$ -	$ -	$ 1,080.00
Project Manager	0.00	0.00	17.08	$ 130.00	$ -	$ -	$ 2,220.00
Conceptual Cost Estimate					$ -	$ -	$ 3,500.00
Principal	0.00	0.00	6.25	$ 180.00	$ -	$ -	$ 1,125.00
Project Manager	0.00	0.00	18.27	$ 130.00	$ -	$ -	$ 2,375.00
Total	92.00	46.62	47.60		$ 12,860.00	$ 6,460.00	$ 6,800.00

Standard Form of Agreement Between Owner And Architect

Project Information	
Project No.	**A19-032**
Title	**Pence Park**
Address	601 SE 4th St
City, State, Zip	Boynton Beach, FL 33435

Contract Information	
Contract No.	**A19-032-01**
Issue Date	**06-07-19**
Subject:	**Architectural and Engineering Services**

Architecture Firm	
Contact	Peter Ganci, Assoc. AIA, LEED AP BD+C
Title	Principal
Company	West Architecture + Design, LLC
Address	820 N 4th St
City, State, Zip	Lantana, Florida 33462
Phone	561-588-2027
Email	pganci@west-arch.com

Client	
Contact	Paola Mendoza
Title	Associate Engineer
Company	City of Boynton Beach Public Works/Engineering
Mailing Address:	P.O. Box 310, Boynton Beach Florida, 33425
Physical Address:	3301 Quantum Blvd., Suite 101 Boynton Beach, Florida 33426
City, State, Zip	See above
Phone	561-742-6266
Email	Mendoza@bbfl.us

Table of Contents

1. **SCOPE OF WORK**
2. **CLIENT'S RESPONSIBILITIES**
3. **COPYRIGHTS AND LICENSES**
4. **COMPENSATION**
5. **SCOPE OF THE AGREEMENT**

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191350
DATE: 08/16/19

VENDOR 16713

TO: SUPERION, LLC
RAMUNDSEN SUPERIOR HOLDIN
1000 BUSINESS CENTER DR
LAKE MARY, FL 32746

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO. 74515	ORDERING DEPARTMENT: ITS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	FUSION OPEN MARKET - ANNUAL SUBSCRIPTION FEE SunGard Public Sector Fusion Open Market Maintenance Start: 1/1/2019, End: 12/31/2019	13230.0000	13230.00
2	1.00	EA	FUSION APIS - ANNUAL MAINTENANCE FEE SunGard Public Sector Fusion API's Maintenance: Start: 1/1/2019, End: 12/31/2019	.0001	.00

REMARKS:
CONFIRMING PURCHASE ORDER
INVOICE #245874
FUSION APIS - UTILITIES
TERM: 1/1/19 - 12/31/19

PROCUREMENT SERVICES:	MEF 8/16/19	P.O. TOTAL:	13230.00

ACCOUNT NO.
401-2821-536.31-90

PROJECT

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/15/2019

Requesting Department: ITS **Contact Person:** Aaron Burri

Explanation for Purchase:
Superion interface Fusion is a "gateway" product to allow, in a more efficient way, 3rd party entities access to the Superion database for business purposes. Fusion allows real-time or "live" information transfers and will be utilized by our 3rd party vendor Bill2Pay for bill presentation, payment processing and IVR information.

Recommended Vendor Superion

Dollar Amount of Purchase $13,230.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	X
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
Utilities 401-2821-536.31-90

Approvals:

Department Head	[signature]	Date	8/15/2019
Purchasing Agent	[signature]	Date	8/16/19
Asst City Manager		Date	
City Manager	[signature]	Date	8/16/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074515

REQUISITION BY: ITS

STATUS: DEPT APPROVAL
REASON: FUSION APIS - UTILITIES

DATE: 8/14/19

SHIP TO LOCATION: ITS

SUGGESTED VENDOR: 16713 SUPERION, LLC

DELIVER BY DATE: 9/11/19

1	FUSION OPEN MARKET - ANNUAL SUBSCRIPTION FEE SunGard Public Sector Fusion Open Market Maintenance Start: 1/1/2019, End: 12/31/2019 COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1.00	EA	13230.0000	13230.00
2	FUSION APIS - ANNUAL MAINTENANCE FEE SunGard Public Sector Fusion API's Maintenance: Start: 1/1/2019, End: 12/31/2019 COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1.00	EA	.0001	.00

REQUISITION TOTAL: 13230.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128215363190	PROFESSIONAL SERVICES OTHER PROFESSIONAL SRVS		100.00	13230.00
2	40128215363190	PROFESSIONAL SERVICES OTHER PROFESSIONAL SRVS		100.00	.00
					13230.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Confirming purchase order
Fusion APIs - Utilities
Interface product for Superion to allow 3rd parties to integrate with Superion for various processes (bill presentment, payment and notifications).
Invoice# 245874
Terms: 01/01/2019-12/31/2019

APPROVALS

City Manager _____ Date 8/16/19
Finance Dept _____ Date _____
Risk Manager _____ Date _____
City Attorney _____ Date _____

CENTRALSQUARE
TECHNOLOGIES

Invoice

Invoice No	Date	Page
245874	7/22/2019	1 of 1

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centralsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Boynton Beach-RISC
ITS Department
100 East Boynton Beach
BOYNTON BEACH FL 33435
United States

Ship To
City of Boynton Beach-RISC
ITS Department
100 East Boynton Beach
BOYNTON BEACH FL 33435
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1173LG	City of Boynton Beach		USD	Net 30	8/21/2019

	Description	Units	Rate	Extended
Contract No. 20501				
1	Fusion Open Market - Annual Subscription Fee SunGard Public Sector Fusion Open Market Maintenance: Start:1/1/2019, End: 12/31/2019	1	$13,230.00	$13,230.00
2	Fusion APIs - Annual Maintenance Fee SunGard Public Sector Fusion API's Maintenance: Start:1/1/2019, End: 12/31/2019	1	$0.00	$0.00

Please make remittance payable to Superion, LLC
ACH / EFT:
Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@centralsquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$13,230.00
Tax	$0.00
Invoice Total	$13,230.00
Payments Applied	$0.00
Balance Due	$13,230.00

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191351
DATE: 08/16/19

VENDOR 13718

TO: ALPHA FENCE SPECIALISTS, INC
555 WEST OCEAN AVENUE
BOYNTON BEACH, FL 33426

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 74506	ORDERING DEPARTMENT: FAC/GM/JL		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2624.95	DL	MATCH EXISTING INSTALL (2) 13'-13' 6" WIDE DOUBLE DRIVE GATES to match existing	1.0000	2624.95
2	7801.82	DL	SCH.40 TUBING 9 GUAGE CONE -140' Remove + Dispose -Install 140' Fence -10' tall -mid rail 1 5/8" sch. 40 -top rail 1 5/8" sch. 40 -bottom tension wire 9 guage core -line posts 2 1/2" sch. 40 -term. posts 3" sch. 40	1.0000	7801.82
3	12540.00	DL	SCH. 40 TUBING 9 GUAGE CONE 220 ' Remove + Dispose Install 220' Fence -1-' tall -mid rail 1 5/8" sch. 40 -top rail 1 5/8" sch. 40 -bottom tension wire 9 guage cone -line posts 2 1/2" sch. 40 -Term. posts 3" sch. 40	1.0000	12540.00

REMARKS:
REMOVE & REPLACE SARA SIMS VEHICULAR GATES & CHAIN LINK FENCE.

PROCUREMENT SERVICES:	MEF 8/16/19	P.O. TOTAL:	22966.77

ACCOUNT NO.
302-4218-572.63-05

PROJECT
RP1820

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/12/19

Requesting Department: P.W - FACILITIES **Contact Person:** GAIL MOOTZ

Explanation for Purchase:

Sara Sims vehicular gates & chain link fence remove & replace

Recommended Vendor Alpha Fence & Rail

Dollar Amount of Purchase $22966.77

Source for Purchase (check and attach backup materials):

Three Written Quotations	☒	GSA	☐
State Contract	☐	PRIDE	☐
SNAPS	☐	RESPECT	☐
Piggy-Back	☐	Sole Source	☐
Emergency Purchase	☐	Other	☐

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:

302-4218-572-63-05 (RP1820)

Approvals:

Department Head	[signature]	Date	8/12/19
Purchasing Agent	MEF	Date	8/16/19
Asst City Manager		Date	
City Manager	[signature]	Date	8/16/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074506

REQUISITION BY: FAC/GM/JL

STATUS: DEPT APPROVAL
REASON: REPLACE SARA SIMS VEHICULAR GATES/CHAIN LINK FENCE

DATE: 8/12/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13718 ALPHA FENCE SPECIALISTS, INC

DELIVER BY DATE: 8/13/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MATCH EXISTING INSTALL (2) 13'-13' 6" WIDE DOUBLE DRIVE GATES to match existing COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	2624.95	DL	1.0000	2624.95	
2	SCH.40 TUBING 9 GUAGE CONE -140' Remove + Dispose -Install 140' Fence -10' tall -mid rail 1 5/8" sch. 40 -top rail 1 5/8" sch. 40 -bottom tension wire 9 guage core -line posts 2 1/2" sch. 40 -term. posts 3" sch. 40 COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	7801.82	DL	1.0000	7801.82	
3	SCH. 40 TUBING 9 GUAGE CONE 220 ' Remove + Dispose Install 220' Fence -1-' tall -mid rail 1 5/8" sch. 40 -top rail 1 5/8" sch. 40 -bottom tension wire 9 guage cone -line posts 2 1/2" sch. 40 -Term. posts 3" sch. 40 COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	12540.00	DL	1.0000	12540.00	

REQUISITION TOTAL: 22966.77

---------- REQUISITION QUOTES ----------

		VENDOR NAME
SELECTED VENDOR:	22966.7700	13718 ALPHA FENCE SPECIALISTS, INC
	23382.6700	17631 MCCONNIE FENCE CO
	33292.0000	1863 MARTIN FENCE CO.

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30242185726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1820 Sara Sims Park Improvemen	100.00	2624.95
2	30242185726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1820 Sara Sims Park Improvemen	100.00	7801.82
3	30242185726305	IMPVTS OTHER THAN BLDGS. PARKS IMPROVEMENTS	RP1820 Sara Sims Park Improvemen	100.00	12540.00

APPROVALS

City Manager [signature] Date 8/14/19

Finance Dept MEF Date 8/16/19

Risk Manager COJ app by Risk Date 8/15/19

~~City Attorney~~ _____ Date _____

PURCHASE REQUISITION NBR: 0000074506

REQUISITION BY: FAC/GM/JL

STATUS: DEPT APPROVAL
REASON: REPLACE SARA SIMS VEHICULAR GATES/CHAIN LINK FENCE

DATE: 8/12/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 13718 ALPHA FENCE SPECIALISTS, INC

DELIVER BY DATE: 8/13/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
					22966.77	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUEST FOR OFFICE ASSISTANCE

FROM: Gail Mootz **Date:** 8/12/19

- **PRIORITY / DATE NEEDED BY:**

☐ **Request for 121/Direct Pay Req. for the attached - Vendor or Person to be reimbursed:**

Account Number: _____-_____-_____-_____-_____ **Project No.:** _____

☒ **Request for Requisition - Vendor:** Alpha Fence & Rail

Account Number: 302 - 4218 - 572 - 63 - 05 **Project No.:** RP1820

List Items w/Quantities & Unit Costs on the back of this request.

☐ Verbal Quotes ($500 to $1,999):

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

☐ Written Quotes ($2,000 to $9,999.99) – Attached.

☒ Written Quotes ($10,000 to $24,999) w/Purchases over $10,000 Form – Attached.

☐ Bid/City (Over $25,000): Bid # _____

☐ Bid/Other Entity (Over $25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

☐ File As: _____

☐ OTHER: _____

Special Instructions: Sara Sims Vehicular gates & chain link fence ~~Repair~~ remove & replace

Request completed by: _____ **Date completed:** 8/12/19

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

Gates

Ty 860-801-1462

ALPHA FENCE & RAIL

Fence Proposal/Contract

PERMIT NEEDED ☐ YES ☑ NO

WHERE _____

DATE WRITTEN UP: 8-10-19

READY DATE: _____

555 West Ocean Avenue Boynton Beach, FL 33426
Office 561.738.9966 Fax: 561.738.9919
E-mail: admin@alpha-fence.com
License# CBC-1261750

JOB ADDRESS

NAME Sara Sims Gates
SUBDIVISION _____
ADDRESS _____
CITY _____
PHONE# _____
EMAIL: _____

BILLING ADDRESS

NAME: City of Boynton Beach
CONTACT: Gail Mootz
ADDRESS: 222 N.E. 9th Ave
CITY: Boynton Beach FL, 33435
PHONE# 561-742-6223
EMAIL: _____

☑ ALUM ☐ P.V.C. ☐ WOOD
☐ CHAIN LINK

TYPE Match Exsisting COLOR Black

HEIGHT 4' FOOTAGE —

GATES 2 SELF-CLOSING ☐
TERM. POST _____

IN GROUND ☑ CORE DRILL ☐
FLOOR. FLANGE. ☐ WALL MOUNT. ☐
NOTES _____

Install (2) 13' - 13'6" wide double drive gates
* To match Exsisting

COST OF FENCE $2624.95
PERMIT FEE: $ —
TOTAL: $ $2624.95
~~50% DEPOSIT~~ Invoice
BALANCE DUE UPON COMPLETION: $ $2624.95

Accepted: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED.

DATE: _____
CUSTOMER:
SIGNATURE: _____
SALESPERSON
SIGNATURE: _____

3% CREDIT CARD FEE

PLEASE READ THE TERMS & CONDITIONS ON THE REVERSE

Basket Ball Court

Ty 860-801-1462

ALPHA FENCE & RAIL

Fence Proposal/Contract

PERMIT NEEDED ☐ YES (?) ☐ NO

WHERE _____

DATE WRITTEN UP: 8-10-14

READY DATE: _____

555 West Ocean Avenue Boynton Beach, FL 33426
Office 561.738.9966 Fax: 561.738.9919
E-mail: admin@alpha-fence.com
License# CBC-1261750

JOB ADDRESS

NAME Sara Sim's Basketball Court
SUBDIVISION _____
ADDRESS _____
CITY _____
PHONE# _____
EMAIL: _____

BILLING ADDRESS

NAME: City of Boynton Beach
CONTACT: Gail Mootz
ADDRESS: 222 N.E. 9th Ave
CITY: Boynton Beach FL. 33435
PHONE# 561-742-6023
EMAIL: _____

☐ ALUM ☐ P.V.C. ☐ WOOD
☒ CHAIN LINK

TYPE 9 guage Core Sch.40 tubing COLOR Black

HEIGHT 10' FOOTAGE 140'

GATES _____ SELF-CLOSING ☐
TERM. POST _____

IN GROUND ☒ CORE DRILL ☐
FLOOR. FLANGE. ☐ WALL MOUNT. ☐
NOTES _____

- 140' Remove + Dispose
- Install 140' Fence
  - 10' Tall
  - mid rail 1 5/8" sch. 40
  - Top Rail 1 5/8" Sch. 40
  - Bottom tension wire 9 guage core
  - line posts 2 1/2" sch. 40
  - Term. posts 3" sch. 40

140 Total L.F.

↖ 3' wide x 7' Tall opening
* NO Gate

COST OF FENCE $7801.82
PERMIT FEE: $ —
TOTAL: $ $7801.82
~~50% DEPOSIT~~ Invoice
BALANCE DUE UPON COMPLETION: $ $7801.82

3% CREDIT CARD FEE

Accepted: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED.

DATE: _____
CUSTOMER:
SIGNATURE: _____
SALESPERSON
SIGNATURE: _____

PLEASE READ THE TERMS & CONDITIONS ON THE REVERSE

Racquet Ball Court

Ty 860-801-1462

ALPHA FENCE & RAIL

Fence Proposal/Contract

PERMIT NEEDED ☐ YES (?) ☐ NO

WHERE _____

555 West Ocean Avenue Boynton Beach, FL 33426
Office 561.738.9966 Fax: 561.738.9919
E-mail: admin@alpha-fence.com
License# CBC-1261750

DATE WRITTEN UP: 8-10-19

READY DATE: _____

JOB ADDRESS

NAME Sara Sim's Racquet Ball Court
SUBDIVISION _____
ADDRESS _____
CITY _____
PHONE# _____
EMAIL: _____

BILLING ADDRESS

NAME: City of Boynton Beach
CONTACT: Gail Maatz
ADDRESS: 222 NE 9th Ave
CITY: Boynton Beach FL, 33435
PHONE# 561-742-6223
EMAIL: _____

☐ ALUM ☐ P.V.C. ☐ WOOD
☒ CHAIN LINK

TYPE 9 guage core Sch. 40 Tubing COLOR Black

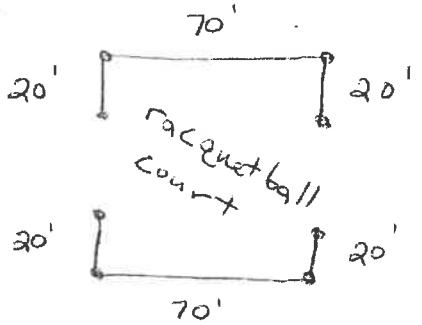
HEIGHT 10' FOOTAGE 220'

GATES 0 SELF-CLOSING ☐
TERM. POST 8

IN GROUND ☒ CORE DRILL ☒ (12)
FLOOR. FLANGE. ☐ WALL MOUNT. ☐
NOTES _____

220' Remove + Dispose

Install 220' Fence
- 10' Tall
- mid Rail 1 5/8" sch. 40
- Top Rail 1 5/8" sch. 40
- Buttom tension Wire 9 guage core
- line posts 2½" sch. 40
- Term. posts 3" sch. 40



COST OF FENCE $ 12,540.00
PERMIT FEE: $ —
TOTAL: $ 12,540.00
~~50% DEPOSIT~~ Invoice
BALANCE DUE UPON COMPLETION: $ 12,540.00

3% CREDIT CARD FEE

Accepted: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED.

DATE: _____
CUSTOMER:
SIGNATURE: _____
SALESPERSON
SIGNATURE: _____

PLEASE READ THE TERMS & CONDITIONS ON THE REVERSE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2019

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

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

PRODUCER

Rausch Insurance, Tax & Fin Serv
7000 W. Palmetto Park Rd.; #210
Boca Raton, FL 33433
Phone (561) 584-0732 Fax (561) 829-2055

CONTACT NAME: Jon D Rausch
PHONE (A/C, No, Ext): (561) 584-0732 **FAX (A/C, No):** (561) 829-2055
E-MAIL ADDRESS: jon@doesinsurancematter.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Ins Co	
INSURER B : Ascendant Comm Ins Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

D-N-D Builders LLC dba Alpha Fence & Rail
555 W. Ocean Ave.
Boynton Beach FL 33426

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y	N	3AA333516	04/08/2019	04/08/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ ☐	N	Y	CA-50323-0	06/21/2019	06/21/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp / Coll Deductible	$ 100,000.00 $ $ $ $ 500.00
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ence sales and installation.

Certificate holder is listed as Additional Insured.

CERTIFICATE HOLDER

City of Boynton Beach
100 E Boynton Beach Blvd.
Boynton Beach, FL 33425

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) QF

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2019

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

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

PRODUCER	CONTACT NAME:	
AUTOMATIC DATA PROCESSING INSURANCE AGENCY, INC. 1 ADP Boulevard Roseland, NJ 07068	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	NorGUARD Insurance Company	31470
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
D&D Builders LLC
Alpha Fence and Rail
555 W Ocean Ave
Boynton Beach, FL 33426-4384

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 0
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 0
	OTHER:						PRODUCTS - COMP/OP AGG	$ 0
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DDWC011533	08/04/2019	08/04/2020	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Employees: Full Time: 4; Part Time: 0 Governing Class Description: FENCE INSTALLATION AND REPAIR

CERTIFICATE HOLDER

City of Boynton Beach
100 E Boynton Beach Blvd
Boynton Beach, FL 33425

CANCELLATION

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

AUTHORIZED REPRESENTATIVE:

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Luma, Jonele

From: Javier, Andrea
Sent: Thursday, August 15, 2019 2:01 PM
To: PW Admin
Subject: RE: Updated WC and COI
Attachments: Boynton Beach GL.pdf; Boynton Beach.pdf

Yes, the attached meet City requirements.

Andrea Javier, IPMA-CP
Benefits Administrator
Human Resources and Risk Management
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6044
JavierA@bbfl.us | boynton-beach.org/
Follow us on

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: PW Admin
Sent: Thursday, August 15, 2019 1:48 PM
To: Javier, Andrea <JavierA@bbfl.us>
Subject: FW: Updated WC and COI

Hello,

Does this COI with WC meet city standards?

Thanks,

From: Alpha Fence [mailto:permits@alpha-fence.com]
Sent: Thursday, August 15, 2019 1:43 PM
To: PW Admin <PWAdmin@bbfl.us>
Subject: RE: Updated WC

Sure,

Here it is,

Sincerely

-----Original Message-----
From: "PW Admin" <PWAdmin@bbfl.us>
Sent: Thursday, August 15, 2019 7:37am
To: "Alpha Fence" <permits@alpha-fence.com>
Subject: RE: Updated WC

Hello,

Thank you for the updated WC info, but can you also send the other insurance informationl?

Thanks,

From: Alpha Fence [mailto:permits@alpha-fence.com]
Sent: Wednesday, August 14, 2019 4:51 PM
To: PW Admin <PWAdmin@bbfl.us>
Subject: Updated WC

Good afternoon,

Please find attached the updated Workers Compensation

Sincerely,

Mónica Vidal
Alpha Fence & Rail
555 W. Ocean Ave.
Boynton Beach, FL 33426

Tel. 561-738-9966
Fax. 561-738-9919
Permits@Alpha-Fence.com

ALPHA
FENCE & RAIL

McConnie Fence, Co.
4707 S 30th Ave. | Tampa, FL 33619
O: (813) 247-3827 | F: (813) 247-2546

Date:	Log No.	PO No.
8/2/19		

CHANGE ORDER

Vendor:	*Job Address:*
city of boynton beach	sara sims park

We hereby authorize paul hughes **to make the following additions / deletions to the above reference job.**

Description	QTY	UCM	Unit Price	Extended Amount
4'x24' gates to match existing fence	2		5052.33	10101.67

Contract Additions	$ 10104.67
Contract Deletions	$

Approved: _____ Date: _____
(OWNER/CONTRACTOR)

_____
(NAME & TITLE)

THANK YOU
WE APPRECIATE YOUR BUSINESS!

Contract

McConnie Fence Co.

4707 South 30th Ave. • Tampa, Florida 33619

(813) 247-3827 - Fax (813) 247-2546

PRESSURE TREATED CARIBBEAN PINE FENCE

P.V.C. • ALUMINUM • CHAIN LINK • WROUGHT IRON

AFA

FAMILY OWNED & OPERATED SINCE 1973

PROPOSAL SUBMITTED TO	BUYER IS:	DATE
city of boynton beach	☐ Property Owner ☐ Not Property Owner	7/16/19
STREET	**JOB NAME**	
	sara sims park	
CITY, STATE AND ZIP CODE		
PHONE / **PHONE**	**PHONE**	**CONTACT**
		gary

We hereby submit specifications and estimates for

WOOD/P.V.C./ALUM./CHAIN LINK FENCE

NO. OF FEET	275' of 10' 75' of 8'
HEIGHT	
STYLE	all black 6 gage
W. GATE	
DRIVE GATE	
PICKET	
RAIL	
POST	

ONE YEAR WARRANTY ON LABOR PROVIDING McCONNIE FENCE SIGN REMAINS ON FENCE.

FIFTEEN (15) YEAR LIMITED WARRANTY AGAINST TERMITE & ROTTING FOR PRESSURE TREATED WOOD ONLY. AS LONG AS FENCE IS NOT BURIED. SEE MANUFACTURER'S WARRANTY FOR PVC AND ALUMINUM. WARRANTY MUST BE FILED WITH MANUFACTURER.

ADD'L SPEC.

POST SPACED	10'
TOP RAIL	1 5/8"
TERMINAL POST	3"
LINE POST	2 1/2"
WALK GATE POST	
DRIVE GATE POST	
GATE FRAME	
BARB WIRE	
TENSION WIRE	
GAUGE	☐ 9 ☐ 11½
KNUCKLED UP	☒ BARB UP ☐

TOP OF FENCE TO FOLLOW GROUND	☐
TO BE LEVEL WITH LOWEST GRADE	☐
TO BE LEVEL WITH HIGHEST GRADE	☐
ALL SIDES TO FACE OUT	☐
ALL SIDES TO FACE IN EXCEPT SIDES THAT FACE STREET	☐
FENCE TO FACE AS NOTED BELOW	☐

NOTE: NOT Responsible for cut or breakage to sprinkler lines, heads, wiring, electrical, cable, telephone or anything else not marked by Sunshine One or Customer. Owner is responsible for ensuring that fence meets deed or historical restrictions. _____ INIT.*

QUANTITY	
	Tear out existing fence at basketball court and pickleball court
	Install 275' of 10' of black chainlink
	Install appr. 75' of 8' black chainlink
	Install as per layout

FENCE LINE CLEAR OF OBSTRUCTION ☐

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ Dollars ($ 13278.00)

Payment to be made as follows: _____% Down, and Balance Due on Completion

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above or attached specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Not responsible for underground sprinklers, or water, electrical and cable lines. **Owner responsible for locating property markers.**

Authorized Signature paul j. hughes

This Proposal may be withdrawn by us within 30 days.

All sales are not final and all material remains the property of McConnie Fence Company, until paid in full. In default of any payment by the purchaser, the seller may take possession of goods without legal process. If seller requires an attorney's services in order to institute legal action of any kind, in the event of default, then buyer agrees to pay attorney's fees of seller, including all costs of collection. Unpaid invoices more than 2 weeks past due will be assessed a $25.00 late fee plus interest (1½% monthly). Warranty work can not be performed until fence is paid in full. _____ INIT.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as Specified. If McConnie Fence comes out to perform the work and the job is not ready, there will be a $150.00 trip charge added to the contract amount. Payment will be made as outlined above. If paid by Mastercard or Visa, the signature below will also act as the authorized signature for credit card payment. Please specify which direction the fence is to face. If not indicated on drawing, the fence will be installed with the good side out on all sides. Before signing, Please initial the (2) Asterisks.

Signature _____ Date: _____

MARTIN FENCE CO.

PHONE: 561-848-2688 • FAX: 561-848-4466
TOLL FREE: 1-877-777-3212
862 13TH STREET, LAKE PARK, FLORIDA 33403-2383
www.MartinFence.com LIC. # U10591

Date 5.13.19

SOLD TO:	SHIP TO:
Name CITY OF BOYNTON BEACH PUBLIC WORKS	SARA SIMS PARK
Address 222 NE 9TH AVE	NW 9TH AVE
City BOYNTON BEACH 33435	BOYNTON BEACH
Phone 742 6223 Business	Total Footage
Contact GAIL MOOTZ	Cell 307 2125
Email MOOTZG@BBEL.US	

Fence 1 3/4" x 9 GA x 96" + 120" BLK ☐ Top Rail ☑ Follow Countour ☐ Barb Up ☑ Knuckle Up

Top Rail 1 5/8" 6540 BLK

Line Posts 1.5" x 5540

Cor. Posts 3" x 5540

Gate Posts 10" x 10"

Gates 1 EA 4'x16' DBL

1 EA 4'x7' DBL

AS VICTORIA ACH FLEXA DE US

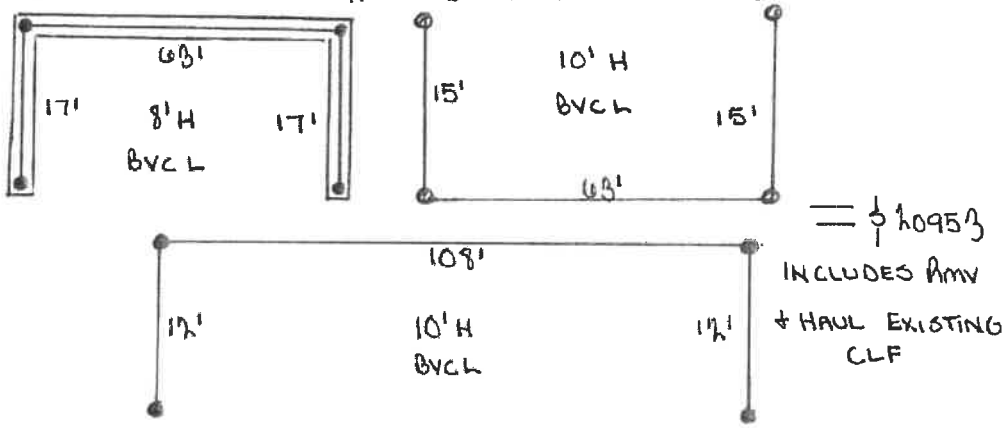
Tension Wire BOTTOM RAIL

Core Drills YES

Panelweave N/A

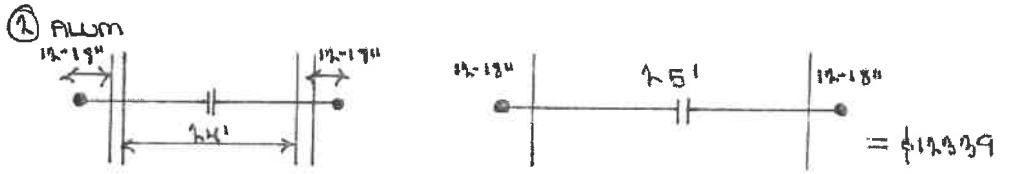
Exclusions CLEARING, SURFACE REPAIRS

① RACHETBALL COURT + BASKETBALL COURT



= $ 109533
INCLUDES RMV & HAUL EXISTING CLF

② ALUM



= $ 12339

Total Price $ 33192 + PERMIT Approx. Delivery Date

Less Deposit PD Week of: 3-4 WKS ARO

C.O.D. on Completion $ 33192 + PERMIT

This contract subject to Terms and Conditions on reverse side. Oral representations cannot be relied on. No modifications to this contract will be honored unless in writing and signed by both parties. Fax and email communications are acceptable.

Customer authorizes the installation of the fence in accordance with the sketch and any attached specifications and agrees to assume all liability and responsibility for accuracy of sketches.

All fence lines must be cleared by customer or a fee will be charged – $75 per man per hour/minimum of 1 hour.

Customer

Salesman

I hereby acknowledge the satisfactory completion of the above described work.

Per

Customer

UNFORESEEN CONDITIONS

The price quoted does not contemplate the encountering of rock, swampy conditions, boulders larger than the holes to be dug or other atypical soil features. If these conditions are encountered and additional labor, equipment or material is necessary for the setting of the post, an additional charge for labor, equipment and material will be agreed upon prior to resumption of work.

FENCE LINES

In consideration of the price herein quoted, the purchaser agrees that the fence lines will be clear of all obstructions and that the lines will be properly marked by him by stakes or otherwise. If contractor is required to remove any obstructions in the fence line or any excess soil excavated from post holes, a charge for extra labor will be made on the basis of $75 per man per hour - minimum of 1 hour. It is further understood that customer is responsible for any damage to private underground cables, sprinkler systems and private utilities including underground installations such as electric conduits, cables, tanks, water lines, sewer lines, etc. If it becomes necessary to work around or remove any of these obstructions, the customer agrees to pay extra expense of same on the basis of costs plus 15%. The customer agrees to assume responsibility for any damage caused by drilling and lagging into cement walks, seawalls or any poured concrete structures or buildings.

MEASUREMENT

Martin Fence Co. does not assume responsibility for lot lines or layout. It is purchaser's responsibility to mark all corners and lot lines for purposes of construction of the fence. Martin Fence Co. will make a charge for moving of any fence that is later found not to be on the lot line if customer has not furnished a correct and accurate survey with all lot lines delineated and corners marked.

GENERAL CONDITIONS

All agreements are contingent upon strikes, lock-out, riots, fires, accidents, acts of God, floods, war, insurrection, embargo restrictions, carrier delay or failure to receive raw material deliveries or by other causes whether or like or of a different nature beyond our control. All prices quoted herein are subject to change without notice prior to the execution of this agreement.

CANCELLATIONS

No cancellations will be accepted unless in writing within 72 hours after signing the contract. If purchaser decides to cancel this contract within 72 hours purchaser must notify MARTIN FENCE CO. No deposit will be refunded after a 72 hour period. If order is canceled after 72 hours, purchaser agrees to pay the costs of materials, permitting fees, and expenses incurred in preparation of work.

ITEMS FOR CASH SALES

The customer agrees to pay deposit upon execution of this agreement. Customer agrees to pay the balance upon completion of the job. This contract is binding on heirs, executors, assigns and successors in interest, until paid in full. The Title to and ownership and right of possession of the material covered by this contract shall remain to the seller, MARTIN FENCE CO. until fully paid for. In case the purchaser shall become insolvent or refuse or neglect to pay for work herein provided, the seller may, at its option, without process of law, retake possession of any or all materials wherever the same may be found. The purchaser further agrees to pay a reasonable attorney's fee incurred in any collection process including any appellate proceedings. Purchaser agrees that the venue for any and all legal proceedings shall be Palm Beach County, Florida regardless of where actual work was performed. After 30 days, a 1-1/2% interest charge per month on any unpaid sums will be charged. Customer agrees to pay $50 or 5% of face value, whichever is greater, on any returned check.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

SKETCHES

The approved sketch as noted on the other side is for placement of fence. Customer agrees to assume all liability for encroachments and accuracy of lot lines and corners.

GROUND PLAN OF JOB

Follows contour of ground. Fence top will be curved.

TOP RAIL STRAIGHT – Leaves spaces beneath fence if ground is not straight.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191359
DATE: 08/22/19

VENDOR 7736

TO: DELL MARKETING LP
ONE DELL WAY, BOX RR8-11
ROUND ROCK, TX 78682

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO. 74545	ORDERING DEPARTMENT: ITS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	19.00	EA	HDMI MALE TO MALE GOLD DIGITAL VIDEO CABLE - 6FT	9.4500	179.55
2	19.00	EA	OPTIPLEX 3060 SFF	631.1100	11991.09
3	39.00	EA	DELL 23 MONITOR P2319H	197.5900	7706.01

REMARKS:
UTILITIES PC ROLLOUT 2019
PIGGYBACK STATE CONTRACT 43211500-WSCA-15-ACS
QUOTE #3000044648144.1
DO NOT MAIL PO - ITS WILL SEND TO VENDOR

PROCUREMENT SERVICES: MEF 8/23/19	P.O. TOTAL: 19876.65
ACCOUNT NO. 303-4101-580.64-15	PROJECT IT1812

PURCHASING

PURCHASE REQUISITION NBR: 0000074545

REQUISITION BY: ITS

STATUS: DEPT APPROVAL
REASON: UTILITIES PC ROLLOUT 2019

DATE: 8/21/19

SHIP TO LOCATION: ITS

SUGGESTED VENDOR: 7736 DELL MARKETING LP

DELIVER BY DATE: 9/18/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HDMI MALE TO MALE GOLD DIGITAL VIDEO CABLE - 6FT COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: CABLES, PRTR, TERM, DISK	19.00	EA	9.4500	179.55	
2	OPTIPLEX 3060 SFF COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: WORD PROC. EQUIPMENT	19.00	EA	631.1100	11991.09	
3	DELL 23 MONITOR P2319H COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: MONITORS	39.00	EA	197.5900	7706.01	

REQUISITION TOTAL: 19876.65

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30341015806415 ✓	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1812 PC Replacement-Utilities	100.00	179.55
2	30341015806415 ✓	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1812 PC Replacement-Utilities	100.00	11991.09
3	30341015806415 ✓	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1812 PC Replacement-Utilities	100.00	7706.01
					19876.65

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Utilities PC Rollout 2019
Quote# 3000044648144.1
Piggyback State Contract 43211500-WSCA-15-ACS /
WN08AGW
Do NOT mail - ITS will send to vendor

APPROVALS

City Manager _____ Date 8/22/19
Finance Dept MEF Date 8/21/19
~~Risk Manager~~ _____ Date _____
~~City Attorney~~ _____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/21/2019

Requesting Department: I.T.S. **Contact Person:** Aaron Burri

Explanation for Purchase:
Utilities PC Rollout 2019

Recommended Vendor Dell

Dollar Amount of Purchase $19,876.65

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract	X	PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: 43211506 - WSCA - 15 - ACS

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
Account# 303-4101-580.64-15
Project# IT1812

Approvals:

Department Head		Date	9/21/19
Purchasing Agent	MEF	Date	8/21/19
Asst City Manager		Date	
City Manager		Date	8/22/19

Form Revised 02/01/02

DELL EMC

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000044648144.1**	Sales Rep	Mike Appl
Total	**$19,876.65**	Phone	(800) 456-3355, 7250424
Customer #	861622	Email	Mike_Appl@Dell.com
Quoted On	Aug. 20, 2019	**Billing To**	PAYABLE ACCOUNTS CITY OF BOYNTON BEACH P O BOX 310 100 E BOYNTON BEACH BLVD BOYNTON BEACH, FL 33425-0310
Expires by	Sep. 19, 2019		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Mike Appl

Shipping Group

Shipping To

BARRY BRANDENBURG
CITY OF BOYNTON BEACH
BOYNTON BEACH CITY HALL
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435-3899
(561) 742-6070

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
HDMI Male to Male Gold Digital Video Cable - 6 ft	**$9.45**	**19**	**$179.55**
OptiPlex 3060 SFF	**$631.11**	**19**	**$11,991.09**
Dell 23 Monitor – P2319H	**$197.59**	**39**	**$7,706.01**

Shipping Group Details

Shipping To

BARRY BRANDENBURG
CITY OF BOYNTON BEACH
BOYNTON BEACH CITY HALL
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435-3899
(561) 742-6070

Shipping Method

Standard Delivery

HDMI Male to Male Gold Digital Video Cable - 6 ft — $9.45 — Qty 19 — Subtotal $179.55

Estimated delivery if purchased today:
Aug. 28, 2019
Contract # WN08AGW
Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
HDMI Male to Male Gold Digital Video Cable - 6 ft	A6947949	-	19	-

OptiPlex 3060 SFF — $631.11 — Qty 19 — Subtotal $11,991.09

Estimated delivery if purchased today:
Sep. 04, 2019
Contract # WN08AGW
Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 3060 SFF XCTO	210-AOTT	-	19	-
Intel Core i5-8400 (6 Cores/9MB/6T/up to 4.0GHz/65W); supports Windows 10/Linux	338-BNZS	-	19	-
Ubuntu Linux 16.04	605-BBNH	-	19	-
No AutoPilot	340-CKSZ	-	19	-
No Productivity Software	630-AAPK	-	19	-
8GB 1X8GB DDR4 2666MHz UDIMM Non-ECC	370-AEBK	-	19	-
No Additional Hard Drive	401-AANH	-	19	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	19	-
2.5" 500GB 7200rpm SATA Hard Disk Drive	400-AEFT	-	19	-
ODD Bezel, Small Form Factor	325-BCXP	-	19	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	19	-
No Media Card Reader	379-BBHM	-	19	-
No Wireless LAN Card	555-BBFO	-	19	-
No Wireless Driver	340-AFMQ	-	19	-
No PCIe add-in card	492-BBFF	-	19	-
OptiPlex 3060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BDRC	-	19	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	19	-
Black Dell MS116 Wired Mouse	275-BBBW	-	19	-
No Cable Cover	325-BCZQ	-	19	-
No Additional Cable Requested	379-BBCY	-	19	-

Not selected in this configuration	817-BBBC	-	19	-
No Integrated Stand option	575-BBBI	-	19	-
Info Sku OS Software Linux/ Embedded	640-BBJD	-	19	-
Software for OptiPlex Systems	658-BDVY	-	19	-
No Anti-Virus Software	650-AAAM	-	19	-
OS-Windows Media Not Included	620-AALW	-	19	-
Energy Star	387-BBLW	-	19	-
No FGA	817-BBBB	-	19	-
Chassis Intrusion Switch SFF	461-AAEE	-	19	-
Bracket for 2.5 inch Hard Drive Disk	575-BBRV	-	19	-
CMS Software not included	632-BBBJ	-	19	-
TPM Enabled	329-BBJL	-	19	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	19	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	19	-
No UPC Label	389-BCGW	-	19	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	19	-
No Intel Responsive	551-BBBJ	-	19	-
No Out-of-Band Systems Management	631-ABSG	-	19	-
No CompuTrace	461-AABF	-	19	-
US Order	332-1286	-	19	-
SFF: EPA Regulatory LBL for Mexico	389-CMVL	-	19	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	19	-
Shipping Label for DAO	389-BBUU	-	19	-
Documentation, English, Spanish, Dell OptiPlex 3060	340-CDWQ	-	19	-
Desktop BTO Standard shipment	800-BBIO	-	19	-
No External ODD	429-ABGY	-	19	-
No Additional Video Ports	492-BCKH	-	19	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	19	-
Onsite Service After Remote Diagnosis 3 Years	803-8590	-	19	-

Dell 23 Monitor – P2319H
Estimated delivery if purchased today:
Aug. 27, 2019
Contract # WN08AGW
Customer Agreement # 43211500-WSCA-15-ACS

		$197.59	**Qty 39**	**Subtotal $7,706.01**

Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell 23 Monitor - P2319H	210-AQCI	-	39	-
Dell Limited Hardware Warranty	814-9381	-	39	-
Advanced Exchange Service, 3 Years	814-9382	-	39	-

Subtotal:	**$19,876.65**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$19,876.65**

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at https://boomi.com/msa.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at https://www.secureworks.com/eula/eula-us.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Brandenburg, Barry

From: Brandenburg, Barry <BrandenburgB@bbfl.us>
Sent: Wednesday, May 22, 2019 12:56 PM
To: Moshier, Richard
Cc: Bryant, Waneya; Rowe, Terry; Stevens, Charles
Subject: RE: Account Number and Project Number for "PC Replacement - Utilities" CIP
Attachments: Utilities_rollout_2019_2nd Quote.pdf

Here is another quote to look at.
B

From: Brandenburg, Barry
Sent: Wednesday, May 22, 2019 12:45 PM
To: Moshier, Richard <MoshierR@bbfl.us>
Cc: Bryant, Waneya <BryantW@bbfl.us>; Rowe, Terry <rowet@bbfl.us>; Stevens, Charles <stevensc@bbfl.us>
Subject: RE: Account Number and Project Number for "PC Replacement - Utilities" CIP

Rick,

Here's the best we can do for the money.

The monitors are more expensive because you had mention in our meeting that the users needed adjustable monitors,
The monitors come with HDMI and Display port connections and also the ability of the monitors to be raised and lowered and tilted.
The only cable that comes with the monitor is a display cable.
So you have to add another HDMI cable to have two monitors on one Computer.
The Dell 3060 computer comes with only power cord.

So the nitty gritty is:

Cost for each,
Dell 3060 $ 631.11
Monitor $197.59
Cable $ 9.45

Counts
19 Dell 3060 computers
39 dell 23 inch monitors
19 extra HDMI cables
Total: $ 19,876.65

See attachment
Thank you Barry

From: Moshier, Richard
Sent: Wednesday, May 22, 2019 10:47 AM
To: Brandenburg, Barry <BrandenburgB@bbfl.us>
Subject: FW: Account Number and Project Number for "PC Replacement - Utilities" CIP

Richard Moshier
Network Administrator
Information Technology Services
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6491
MoshierR@bbfl.us | boynton-beach.org/
Follow us on

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Bryant, Waneya <BryantW@bbfl.us>
Sent: Friday, May 10, 2019 4:04 PM
To: Moshier, Richard <MoshierR@bbfl.us>
Cc: Rowe, Terry <rowet@bbfl.us>
Subject: FW: Account Number and Project Number for "PC Replacement - Utilities" CIP

Richard!

I just discovered I never sent this list to you, it was sitting in my drafts.

Below is the account number, project number and budget for additional computers. When you work with Barry please provide this information.

Based on the last order of desktop computer, the OptiPlex 3050 SFF were approximately $600 each. Each monitor was $109, adjustable monitors are probably a bit more so I am estimating at $130 each. This brings the total per desktop with two monitors = $860 each. With a budget of 20,000 we can buy approximately 23 desktops & 46 monitors. Of course if the cost is higher we will just get what we can.

Here are the list of those still needing replacement:

	CBB #	Name	Division	Location	Current Computer
1	8832	Holy Daley	2819	Lab supervisor office	OptiPlex 3010
2	8828	Daley,Guillen,Budny, Sadowski	2819	Micro lab	OptiPlex 3010
3	8012	Daley,Guillen,Budny, Sadowski	2819	Wet chem lab	OptiPlex 790
4	8474	Next to Brandon M. Desk	2810	Admin Bldg, Field Ops- Asst Sup Area	Optiplex 3010
5	6900	R. Reddick	2815	Admin Bldg, Field Ops- Asst Sup Area	OptiPlex 755
6	8019	R. Jonas	2824	Admin Bldg, Field Ops- Asst Sup Area	OptiPlex 790
7	8054	Lila Arevalo	2825	Admin Bldg, front desk	OptiPlex 3010
8	8833	Crew / S. Petchner	2814	Meter Service	OptiPlex 3010
9	8824	Crew / T. Russell	2814	Meter Service	OptiPlex 3010
10	New	Lift Station Supervisor	2816	Admin Bldg, Field Ops Supv Line	N/A

11	3473	E. Dunn	2825	City Hall C.R.	OptiPlex 3010
12	3543	Front counter	2825	City Hall C.R.	OptiPlex 3010
13	3542	Front counter	2825	City Hall C.R.	OptiPlex 3010
14	3638	K. Thompson	2825	City Hall C.R.	OptiPlex 3010
15	8059	T. Serrano	2825	City Hall C.R.	OptiPlex 3010
16	8053	S. Soodeen	2825	City Hall C.R.	OptiPlex 3010
17	9047	T. Dobard	2825	City Hall C.R.	OptiPlex 3020
18	8057	C. Edwards	2825	City Hall C.R.	OptiPlex 3010
19	8064	M. Czecholinski	2825	City Hall C.R.	OptiPlex 3010
20	3546	L. Allen	2825	City Hall C.R.	OptiPlex 3010
21	3545	R. Moyse	2825	City Hall C.R.	OptiPlex 3010
22	3544	A. Wilson	2825	City Hall C.R.	OptiPlex 3010
23	9076	Open Desk (was Lila)	2825	City Hall C.R.	OptiPlex 3020

Waneya Bryant
Manager, Asset Management Systems
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
561-742-6427
BryantW@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Davidson, Anthony <DavidsonA@bbfl.us>
Sent: Tuesday, April 09, 2019 12:43 PM
To: Stevens, Charles <stevensc@bbfl.us>
Cc: Bryant, Waneya <BryantW@bbfl.us>; Baca, Fabio <bacaf@bbfl.us>
Subject: RE: Account Number and Project Number for "PC Replacement - Utilities" CIP

IT1812
303-4101-580.64-15
Budget $20,000

Anthony Davidson
Budget Manager
Financial Services
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6314

DavidsonA@bbfl.us | boynton-beach.org/
Follow us on

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Stevens, Charles <stevensc@bbfl.us>
Sent: Monday, April 08, 2019 4:18 PM
To: Davidson, Anthony <DavidsonA@bbfl.us>
Cc: Bryant, Waneya <BryantW@bbfl.us>
Subject: Account Number and Project Number for "PC Replacement - Utilities" CIP

Can you please provide Waneya and myself with the account number and project number for the "PC Replacement – Utilities" CIP.

Thank You,

Charles Stevens, Jr., CGCIO
ITS Network Manager
Information Technology Services
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6079 | 561-644-4214 | 561-742-6092
stevensc@bbfl.us | boynton-beach.org/
Follow us on

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > Alternate Contract Source > Computer Equipment, Peripherals & Services

<< Return

Computer Equipment, Peripherals & Services43211500-WSCA-15-ACS

Contract Details

Effective Period	09/30/2015 through 03/31/2020
Contract Type	Alternate Contract Source
Contract Information	How to Use this Alternate Contract Source Products Categories List • Contractors • Pricing
Contract Documents	Forms and Other Information Amendments and Memorandums Master Agreements Participating Addenda
Contract Administration	• Jeremy Williams (850) 414-6740 • Jeremy.Williams@dms.myflorida.com
Commodity Codes	UNSPSC-43211500, UNSPSC-43211600, UNSPSC-43211900

Description

This alternate contract source (ACS) authorizes the use of the National Association of State Procurement Officials' ValuePoint Program (NASPO ValuePoint) Computer Equipment, Peripherals and Services contract, which was competitively solicited and awarded by the State of Minnesota.

Benefits

- This contract is available only for products not on state term contracts.
- WSCA participating addendums are entered on behalf of governmental entities in Florida for Ace, Apple, ByteSpeed, Ciara, Cisco, Computer Technology Link, Dell, EMC, Firefly, Fujitsu, HP Inc., HP Enterprise, Hitachi, Howard, IBM, Lenovo, M&A Technology, Microsoft, Microtech, NetApp, Nimble, Panasonic, Pure Storage, Samsung, Tegile, Tintri, Transource, and Xiotech.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > Alternate Contract Source > Computer Equipment, Peripherals & Services > Contractors

Computer Equipment, Peripherals & Services43211500-WSCA-15-ACS

Contractors

Contractor List

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Ace Tech Partners	A - Non-Minority	No	No	Yes	Statewide
Apple	A - Non-Minority	No	No	No	Statewide
Ciara	A - Non-Minority	No	No	No	Statewide
Cisco	A - Non-Minority	No	No	Yes	Statewide
CTL	A - Non-Minority	No	No	No	Statewide
Dell	A - Non-Minority	No	No	Yes	Statewide
EMC Corp.	A - Non-Minority	No	No	Yes	Statewide
Firefly	A - Non-Minority	No	No	No	Statewide
Fujitsu	A - Non-Minority	No	No	Yes	Statewide
Hitachi	A - Non-Minority	No	No	No	Statewide
Howard	A - Non-Minority	No	No	No	Statewide
HP Enterprise (Back Office Products)	A - Non-Minority	No	No	Yes	Statewide
HP, Inc. (Front Office Products)	A - Non-Minority	No	No	Yes	Statewide
IBM	A - Non-Minority	No	No	No	Statewide
Lenovo	A - Non-Minority	No	No	Yes	Statewide
Microsoft	A - Non-Minority	No	No	Yes	Statewide
Microtech	A - Non-Minority	No	No	Yes	Statewide
NetApp	A - Non-Minority	No	No	No	Statewide
Nimble	A - Non-Minority	No	No	Yes	Statewide
Panasonic	A - Non-Minority	No	No	Yes	Statewide
Pure Storage	A - Non-Minority	No	No	No	Statewide
Samsung	A - Non-Minority	No	No	No	Statewide
Tegile	A - Non-Minority	No	No	No	Statewide
Tintri	A - Non-Minority	No	No	No	Statewide
Transource	A - Non-Minority	No	No	No	Statewide
Xiotech	A - Non-Minority	No	No	No	Statewide

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191360
DATE: 08/22/19

VENDOR 8550

TO: UNIVERSITY OF SOUTH FLORIDA
THE JOHN SCOTT DAILEY FL
INSTITUTE OF GOVERNMENT
4202 E. FOWLER AVE,ALN147
TAMPA, FL 33620-5800

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO. 74525	ORDERING DEPARTMENT: ITS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	12000.00 DL	2019 - CYBERSECURITY INCIDENT RESPONSE PLAN	1.0000	12000.00

REMARKS:
CITY MANAGER SIGNED AGREEMENT ON 8/15/19
DO NOT MAIL PO - ITS WILL SEND TO VENDOR

PROCUREMENT SERVICES: MEF 8/23/19	P.O. TOTAL: 12000.00
ACCOUNT NO. 001-1211-512.49-17 PROJECT	

PURCHASING

PURCHASE REQUISITION NBR: 0000074525

REQUISITION BY: ITS

STATUS: DEPT APPROVAL
REASON: CYBERSECURITY INCIDENT RESPONSE PLAN

DATE: 8/15/19

SHIP TO LOCATION: ITS

SUGGESTED VENDOR: 8550 UNIVERSITY OF SOUTH FLORIDA

DELIVER BY DATE: 9/12/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	2019 - CYBERSECURITY INCIDENT RESPONSE PLAN COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER/HARDWARE CONSULT	12000.00	DL	1.0000	12000.00	

REQUISITION TOTAL: 12000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00112115124917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	12000.00
					12000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Cybersecurity Incident Response Plan
Proposal for Cybersecurity Incident Response Plan
Request for Purchase Over $10,000 attached
Do NOT Mail - ITS will send to vendor

APPROVALS

City Manager _____ Date 8/22/19
Finance Dept MEF Date 8/22/19
Risk Manager RiskApp COT Date 8/21/19
~~City Attorney~~ _____ Date _____

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/15/2019

Requesting Department: I.T.S. **Contact Person:** John McNally

Explanation for Purchase:
The City of Boynton Beach is working with John Scott Dailey Florida Institute of Government (FIOG) on a comprehensive Cybersecurity Incident Response Plan. Included in this project will be an onsite meeting with key stakeholders to review policies and procedures, system backup and recovery processes, offsite data storage, and other critical technology infrastructure. FIOG will adhere to industry standards and best practices throughout the engagement. The resulting plan, as well as the cyber-attack hands-on/desktop exercise, will document the appropriate actions to take, the agencies to notify, and prepare staff to respond appropriately to a cyber attack.

Recommended Vendor Florida Institute of Government → University of South Fl. Vt#8550

Dollar Amount of Purchase $12,000.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	X

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
001-1211-512.49-17 (Other Contractual Services)

Approvals:

Department Head	[signature]	Date	8/15/2019
Purchasing Agent	MEF	Date	8/22/19
Asst City Manager		Date	
City Manager	[signature]	Date	8/22/19

Form Revised 02/01/02

the John Scott Dailey
FLORIDA INSTITUTE OF GOVERNMENT
at the University of South Florida

August 7, 2019

Lori LaVerriere, City Manager
City of Boynton Beach
3301 Quantum Blvd., Suite 101
Boynton Beach, FL 33426

RE: 2019 - Cybersecurity Incident Response Plan

Dear Lori:

The John Scott Dailey Florida Institute of Government (FIOG) at the University of South Florida is pleased to submit the following proposal for the 2019 Cybersecurity Incident Response Plan and Training along with Dr. Jason Lewis, USF Computer Science & Engineering Department, who will serve as lead subject matter expert of our project team with the FIOG staff providing contract management services and oversight. The enclosed documents briefly describe the services for this project.

FIOG proposes to complete the 2019 Cybersecurity Incident Response Plan and Training for $ 12,000.00. The city will be invoiced at the completion of the project. If you agree to the proposed scope of work and costs, please sign and return this letter along with purchase order in the amount of $ 12,000.00 to the institute of government.

Please indicate your acceptance of this proposal as indicated below and return the document via email to acrist@usf.edu.

We look forward to working with you on this worthy project.

Sincerely,

Angela Crist

Angela S Crist
Director

Affirmed and Agreed to this 15 *day of* August, *2019.*

BY: Lori LaVerriere *TITLE:* City Manager

Proposal for
Cybersecurity Incident Response Plan

Revised August 7, 2019

Prepared for:

Lori LaVerriere, City Manager
City of Boynton Beach
3301 Quantum Blvd., Suite 101
Boynton Beach, FL 33426

Prepared on behalf of:

Angela Crist, Director
University of South Florida
Florida Institute of Government
4202 E Fowler Avenue, SOC107
Tampa, FL 33620
813.974.2346
acrist@usf.edu

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Optional—Future Work ..... Error! Bookmark not defined.

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City of Boynton Beach
Cybersecurity Incident Response Plan

Experience and Capacity

The **John Scott Dailey Florida Institute of Government** (FIOG) was created by the Florida Legislature in 1980 and subsequently designated as a Type I Institute by the Florida Board of Regents. The institute fulfills its statewide mission through a consortium of five (5) affiliate program offices. Each affiliate program office serves a corresponding regional geographic service area within the state. The mission of the John Scott Dailey Florida Institute of Government is: *"to increase the effectiveness and quality of government in Florida through applied research, training, technical assistance programs and public service."*

With over 20 years of experience in the local community, the Florida Institute of Government at the University of South Florida has a vast history of helping government and non-profit entities through visioning and strategic planning processes, offering and coordinating trainings, technical assistance, and applied research projects for the local community.

Understanding of Need

The FIOG understands that the City of Boynton Beach, is seeking assistance to create a Cybersecurity Incident Response Plan (CIRP), following industry and governmental standards. The city is a full-service municipality which provides for complete public safety (police and fire departments), as well as water, sewer services, and solid waste, among other city services.

One of these additional services that the city provides is an "in house" information technology services department (ITS). ITS has an established incidence response plan that that is incorporated into the Department's Policy and Procedure's manual, and which was last revised in May of 2016. Additionally, ITS has a written Continuity of Operations Plan (COOP), which was last revised in October of 2009. The aforementioned incident response plan was written to "describe the steps which are to be taken for physical and computer security incidents which occur within the City of Boynton Beach facility." The itemized "computer security" incidents that are covered are:

- "Loss of personal password sheet
- Suspected illegal system access (includes account sharing)
- Suspected computer breakin [sic] (both internal and external)
- Computer viruses"

This policy does not cover the border threat of a cybersecurity incident and how the city should respond to a cybersecurity incident. As a result, the city reached out to Dr. Jason Lewis USF, Department of Computer Science and Engineering, and the Institute of Government to engage in and create a CIRP following industry and governmental standards.

Dr. Jason Lewis is a graduate of Clemson University's PhD in computer science program. After graduation he entered law enforcement, first in Atlanta, Georgia and then Denver, Colorado. While in Denver, Dr. Lewis served on the Colorado Electronic Crimes Task Force, which was hosted by the United States Secret Service. After medically retiring from law enforcement in 2013, Dr. Lewis returned to academia at the University of Colorado Denver, where he designed their first certificate in digital forensics program. In 2015 Dr. Lewis moved to the United States Virgin Islands where he took an appointment with the University of the Virgin Islands' Department of Computer & Computational Sciences program as an

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assistant professor. During Dr. Lewis' three years at the University of the Virgin Islands he ushered in the University's first degree in cybersecurity and designed the program's five foundational courses. Dr. Lewis took a position with the University of South Florida's Department of Computer Science & Engineering in August of 2018, with the task of helping to lead their new cybersecurity bachelor's program.

Recommended Approach

The following recommended approach is based on subject matter expertise with an understanding of the current capabilities within the city ITS department.

Site Visit

The FIOG team will conduct a two-day on-site visit (9 am to 4 pm) to interview key stakeholders, review critical information technology infrastructure and review SOP and P&P manuals. Specifically, Dr. Jason Lewis will interview with the following key stakeholders (or their designees), to include (but not limited to):

- Elected Leaders
- City Manager
- Director of Information Technology Services for City of Boynton Beach
- Director of Information Technology for Police Department
- Director of Information Technology for Fire Department
- Director of Information Technology for Utilities Department

The site review of critical information technology infrastructure shall cover the server rooms, city-owned data-backup facilities, and any other infrastructure deemed appropriate by the city. The review of SOP and P&P manuals will also include discussions concerning said manuals with relevant city employees.

Cybersecurity Incident Response Plan (CIRP)

The USF FIOG Team will conduct all required research as well as interview and contract with outside Subject Matter Experts in order to create a Cybersecurity Incident Response Plan that adhere to industry standards and best practices.

The final deliverable for this project will be a Cybersecurity Incident Response plan, which will cover areas such as:

- Statement of Purpose
- Scope of the CIRP
- Objectives of the CIRP
- Communication and Coordination during a cybersecurity incident
- Notification, Escalation, and Declaration
- Recovery Objectives
- Logical Sequence of Events
- Composition and Activities of Incident Management Teams
- Incident Response Checklist

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The Cybersecurity Incident Response Plan will not encompass the creation of any other documents, including but not limited to: Continuity of Operations Plan (COOP), continuity of Government Plan (COGP), Continuity of Services Plan (COSP), Incident Response Plans that are outside of the scope of a cybersecurity incident.

Upon completion of the CIRP, the institute will conduct a one day 8 hour training workshop on how to implement the CIRP. The workshop would be facilitated by Dr. Lewis. The workshop will incorporate lecture style presentations on the contents of the CIRP, along with hands-on exercises and a final table-top exercise (war game) which will involve a cyber-attack on the city (ON PAPER ATTACK, NO ACTUAL SYSTEMS WILL BE AFFECTED) and the participants will have to respond appropriately. The target audience will be the members of the CIRP response team and city leadership.

Critical Success Factors

In order for the USF FIOG Team to complete the deliverables in a thorough and timely manner, the city will need to provide the following items:

1. Access to all Policy & Procedure (P&P) Manuals, Standard Operating Procedure (SOP) Manuals, and similar style documents pertaining to:
    i. the emergency operation of the City
    ii. the emergency response procedure for the City for any and all incidences
    iii. the use of Information Technology by city employees and guests
2. During this two-day site visit the city shall provide:
    i. a secure office (one capable of being locked to prevent unauthorized access)
    ii. access to internet
    iii. access to printing and copying services

Reports to be Prepared

The USF FIOG Team will deliver in written and digital format, one (1) Cybersecurity Incident Response Plan (CIRP). The digital version of the CIRP shall be in both Microsoft Word and Adobe Acrobat formats and free from license or digital restrictions. The provided document shall become the property of the city and as such the city shall be entitled to use the CIRP in any and all ways that the Client deems appropriate.

Project Timeline

The FIOG anticipates the completion of the **Cybersecurity Incident Response Plan** within ninety (90) days of the time that the FIOG conducts the site visit. The one day 8 hour training implementation workshop would be held within thirty (30) days post submission of the CIRP. The project could begin within two weeks of a signed contract.

Investment

The estimated project investment for the City of Boynton Beach is $12,000.00 for the **Cybersecurity Incident Response Plan and the one day 8 hour training implementation workshop.**

The FIOG is excited about the opportunity to work with the City of Boynton Beach. The FIOG believes the services provided will be a significant benefit to your organization. We look forward to working with you.

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DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-0281

General Liability
Certificate of Coverage

Name Insured: University of South Florida

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: **$200,000.00** each person

$300,000.00 each occurrence

Inception Date: July 1, 2019

Expiration Date: July 1, 2020

DFS-D0-863
(REV. 7/17)

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-0281

State Employee Workers' Compensation and Employer's Liability Certificate of Coverage

Name Insured: University of South Florida

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B **$200,000.00** each person

$300,000.00 each occurrence

Inception Date: July 1, 2019

Expiration Date: July 1, 2020

DFS-D0-867
(REV. 7/17)

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: AL-0281

Fleet Automobile Liability
Certificate of Coverage

Name Insured: University of South Florida

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

General Liability: **$200,000.00** each person

$300,000.00 each occurrence

Personal Injury: **$10,000.00** each person

$10,000.00 each occurrence

Inception Date: July 1, 2019

Expiration Date: July 1, 2020

DFS-D0-864
(REV. 7/17)

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191375
DATE: 08/26/19

VENDOR 14290

TO: WATERBLASTING.COM
WATERBALSTING, LLC
3170 SE SLATER ST
STUART, FL 34997

SHIP TO:
City of Boynton Beach
WEST WATER ADMIN
5469 W. BOYNTON BCH BLVD.
BOYNTON BEACH, FL 33437

CONTRACT NO.

REQUISITION NO. 74450	ORDERING DEPARTMENT: UTIL PWT/WWTP MR		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	60.00 HR	COATING REMOVAL Coating Removal @ $325.00 per hour NTE 30 Hours WB.com to clean the interior of clarifier per Boynton Plant direction. Boynton to remove lime debris from the tank. Boynton to provide access through panel. WB.com will provide confined space equipment. Utilize waterjet head to clean line out to pond	325.0000	19500.00

REMARKS:
FOR PRESSURE CLEANING OF THE TREATMENT BASINS TO REMOVE BUILT UP LIME

PROCUREMENT SERVICES:	MEF 8/26/19	P.O. TOTAL:	19500.00
ACCOUNT NO. 401-2811-536.49-17	PROJECT		

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 6-Aug-19

Requesting Department: Util-PWT **Contact Person:** Leon Liberus/ MR

Explanation for Purchase:
pressure Cleaning Treatment Basins to Remove Built-UP Lime

Recommended Vendor Waterblasting

Dollar Amount of Purchase $19,500.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	✓	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
401-2811-536-49-17

Approvals:

Department Head		Date 9/4/19
Purchasing Agent	Maura Fredericksen	Date 8/26/19
Asst City Manager		Date
City Manager	Lori LaVerne	Date 9/4/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074450

REQUISITION BY: UTIL PWT/WWTP MR

STATUS: DEPT APPROVAL
REASON: PRESSURE CLEANING OF THE TREATMENT BASINS

DATE: 8/06/19

SHIP TO LOCATION: WEST WATER PLANT ADMIN

SUGGESTED VENDOR: 14290 WATERBLASTING.COM

DELIVER BY DATE: 8/22/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	COATING REMOVAL Coating Removal @ $325.00 per hour NTE 30 Hours WB.com to clean the interior of clarifier per Boynton Plant direction. Boynton to remove lime debris from the tank. Boynton to provide access through panel. WB.com will provide confined space equipment. Utilize waterjet head to clean line out to pond COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	60.00	HR	325.0000	19500.00	

REQUISITION TOTAL: 19500.00

REQUISITION QUOTES

	VENDOR NAME
31700.0000	SOUTHLAND PAINTING
.1000	HARTZEL

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128115364917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	19500.00
					19500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

to remove built up lime

8.12.19

2 Qoutes – Unable to obtain 3rd after multiple attempts. Email back up is included in Attached Documents

APPROVALS

ity Manager [signature] Date 8/22/19

nance Dept. MEF Date 8/20/19

COI good through Date 4/1/20

City Attorney Date

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	8619
H.T.E. REQUISITION #	74450
Clerk:	MR
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE:

Pressure Cleaning of the Treatment Basins to Remove Built-up Lime

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**		
Name: Waterblasting	Admin.	( )	Date: 8/6/19	ASAP	(x)
Address: 317 SE Slater Street	Engineering	( )	Date Needed: 8/22/19	Confirm.	( )
Stuart, FL 34997	Cust. Rel.	( )		ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**	**DELIVERY:**	
Phone (contact): Brent Hoffpauir	Water Qual.	( )	Quotes/Verbal (over $500) ( )	E. Admin. 40	( )
Phone: 772-223-7393 Fax:	Pumping	( )	Quotes/Written (over $2000) (X)	E. WTP 41	( )
Vendor Number	PWTreat.	(x)	Bid Docs. ( )	W. WTP 42	(x)
	Meter Serv.	( )	Sole Source Ltr. ( )	P/U 99	( )
INITIATOR: Leon Liberus, Chief Operator	Sewage	( )	Insurance Requirements: ( )	Special Instructions:	
APPROVED:	Strmwtr.	( )		Project Number:	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
2	$9,750.00	Coating Removal @ $325.00 per hour NTE 30 Hours	401	2811	536	49	17	$19,500.00
		WB.com to clean the interior of clarifier per Boynton Plant direction. Boynton to remove lime debris from the tank. Boynton to provide access through panel. WB.com will provide confined space Equipment.						
		Utilize waterjet head to clean line out to pond						
		Proposal# BYN1901						
		Total						$19,500.00

The City of Boynton Beach

Utilities Department
124 E. Woolbright Road
Boynton Beach, Florida 33435
Phone (561) 742-6400
FAX: (561 742-6298

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED:

Pressure Cleaning of the Treatment Basins to Remove Built-up Lime

Proposal# BYN1901

VENDOR #1:	Waterblasting
DATE:	7/17/19
CONTACT PERSON:	Brent Hoffpauir
PHONE NUMBER:	772-223-7393
QUOTE:	$19,500.00
VENDOR#2:	Southland Painting
DATE:	7/30/19
CONTACT PERSON:	Jeff Verhelst
PHONE NUMBER:	954-748-2770
QUOTE:	$31,700.00
VENDOR #3:	Hartzell
DATE:	
CONTACT PERSON:	Mike Goodwin
PHONE NUMBER:	
QUOTE:	No Quote

ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO PURCHASING DEPT.

Marmer, Eric

From: Liberus, Leon
Sent: Tuesday, August 20, 2019 12:00 PM
To: Marmer, Eric
Cc: Roberts, Melissa; Roland, David
Subject: Waterblasting Requisition
Attachments: FW: Cleaning North Basin

Good Morning Eric,

David Roland, Utilities East Plant Lead Operator, made three (3) attempts by phone to get a quote for the cleaning of the North Treatment Basin. The initial call was made on July 12th, and aside from the attached email inquiry to Mike Goodwin of Hartzell, we did not keep a record of the date and times of the follow-up phone calls. We are not aware of any other company that performs the required work.

Regards,

Leon Liberus.

Leon Liberus
Chief Operator
Boynton Beach Utilities
City of Boynton Beach
5469 W. Boynton Beach Blvd. | Boynton Beach, Florida 33437
561-742-6953 | 754-367-7827 | 561-731-0065
liberusl@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

Marmer, Eric

From: Roland, David
Sent: Tuesday, August 6, 2019 2:08 PM
To: Liberus, Leon
Subject: FW: Cleaning North Basin

David Roland
Water Treatment Plant Lead Operator
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
561-742-6434
RolandD@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Roland, David
Sent: Tuesday, July 23, 2019 1:26 PM
To: 'mgoodwin@myhartzell.com' <mgoodwin@myhartzell.com>
Cc: Liberus, Leon <liberusl@bbfl.us>
Subject: Cleaning North Basin

Good afternoon Mike,

Just wanted to know if you have and update on the a quote for cleaning the North Basin. Also wanted to know if you received the email I sent you last week on the North Basin.

Thanks, David Roland

Waterblasting.com
3170 SE Slater Street, Stuart FL 34997 - Office 772.223.7393 | Fax 772.223-5461
Equal Opportunity Employer

Proposal# BYN1901

Date: 7/15/2019

INSTRUCTIONS FOR EXECUTING CONTRACT AGREEMENT

Please print, execute and return a signed copy of the following proposal and all associated documents. Please note that proposals are valid for 30 days and are subject to re-negotiation after that point. After the proposal is received and fully executed, the document will be signed and one original will be returned to you for your records.

Please be sure to:

- Identify FDOT#'s and Project Fin#'s
- Notify us of Prevailing Wage, Certified Payroll, and EEO circumstances. Provide accompanying documentation and contact information for the officers responsible for handling each.
- Contact Scheduling Coordinator within 2 weeks or as soon as possible to schedule removal at brent@waterblasting.com or 772-260-3429. Notify us immediately of any scheduling conflicts or changes

Please contact Waterblasting LLC for any questions, concerns or support at 772-223-7393.

Waterblasting.com

3170 SE Slater Street, Stuart FL 34997 - Office 772.223.7393 | Fax 772.223-5461
Equal Opportunity Employer

Proposal# BYN1901

Date: 7/15/2019

David Roland
Boynton Beach Water
1602 Seacrest Blvd
Boynton Beach, FL

Project Name: Clarifier cleaning
Project Location: Boynton Water Plant
Project City, State: Boynton Beach
FIN#:
DOT#:

We hereby propose to furnish the equipment and labor necessary for the completion of Ultra High Hydroblasting to remove the following materials / markings including utilizing a vacuum system to recover all water and associated debris.

Removal Type	Unit of Measure	Estimated Quantities	Unit Price	Total
Coating Removal		$325.00 per hour NTE 30 Hours		$9750.00
		WB.com to clean the interior of clarifier per Boynton Plant direction. Boynton to remove lime debris from the tank. Boynton to provide access through panel. WB.com will provide confined space equipment.		
		Utilize waterjet head to clean line out to pond		
			Estimated total for product Removal Only:	NTE $9750.00
Cancellation Charge: This charge will be applied (Per truck) if the Job is canceled with less than 48 **hours' notice prior to scheduled Job "start time". Cancellations must be directed to the scheduler** of operations at (772) 260-3429				$800.00
Mobilization Fee: This is a (Per Truck) charge to cover costs associated with relocating equipment to the geographical area of the Proposed work site. Once the equipment is located in the Vicinity of the Job work site this charge will NOT be charged on a daily basis.				included
Daily Minimum: This Charge will be applied (Per Truck) in the event that the total quantity removed by each individual Truck on a daily basis does not equal or exceed this Daily minimum value.				$3200.00

Water Supply:	**Customer agrees to provide a legal water supply site onsite. If it is required that Waterblasting, LLC supply the water required for any scope of work there will be an additional $150.00 added to each Invoice. (Per truck / Per day).**
Thickness:	
Profile Acceptance:	An authorized representative for the customer will be on-hand at the start of the project and at intervals throughout the project to approve the profile and acceptability of work.
Traffic Control:	
Property Protection:	Customer is responsible for protecting surrounding property, pedestrians, and other traffic.
Joints and Edging:	Marking materials shall be removed from the horizontal surface. Waterblasting provides no protection of any joint sealing material at the horizontal/vertical transition, expansion joint, or crack /crack sealant, etc.
Raised Pavement Markers:	
Cleanup:	Waterblasting, LLC will wash down areas once cleaning is complete.
Dump Site	**Customer will be responsible for providing a readily accessible dumpsite on location**

Waterblasting.com
3170 SE Slater Street, Stuart FL 34997 - Office 772.223.7393 | Fax 772.223-5461
Equal Opportunity Employer

Proposal# BYN1901

Date: 7/15/2019

Back Charges:	Any situation that could result in possible back-charges must be brought to the attention of Waterblasting in writing within 24 hours of when the incident occurred. Waterblasting, LLC will be given the opportunity to fix/repair the damage before any back-charges are incurred or within 24 hours of when Customer should have discovered the condition upon its exercise of customary due diligence, whichever is earlier. Such notice shall provide sufficient detail to Waterblasting, LLC noting it is the sole and direct cause of the condition and shall provide Waterblasting.com a reasonable opportunity in advance of any assessment of a back charge to address the situation.

TERMS AND CONDITIONS

I. Prices contained in this proposal are only valid for thirty (30) days from the date of this proposal; any time period beyond these 30 days may result in prices being subject to re-negotiation.

II. All these terms and conditions shall remain in effect during the duration of the project and shall be controlling as to any claim, dispute, warranty or issue arising after the work.

III. Changes to the scope of work contained in this proposal may be considered a change order and subject to re-negotiated pricing. Waterblasting, LLC reserves the right to review any change order to determine if any change in terms and conditions is required.

IV. Payment shall be made by check to the operator the day of scheduled service, or in payments (if pre-approved for credit terms by CFO) as a percentage of the whole contract every 30 days based upon the percent of work completed and invoiced, without any retention being held by Customer. No Retention. Final payment shall be made within 30 days of substantial completion of Waterblasting, LLC work. There will be a 1.5% per month charge for any balance not paid within 30 days.

V. The Non-disclosure of Prevailing Wage rate requirements prior to issuance of this proposal may result in the difference between Waterblasting, LLC pay rates and the regulated Pay rates being added to the invoice at the time of Billing.

VI. The customer stated above and Waterblasting, LLC agrees to cooperate in scheduling to avoid conflicts or interference with **either party's performance.**

VII. Waterblasting, LLC is unable to schedule or carry out any removal on this project until a Signed and Accepted Proposal or Sub Contract is received by Waterblasting, LLC confirming that all Prices and the terms and conditions are accepted as **presented. It is understood and agreed that these terms and conditions shall prevail over any inconsistent term in Customer's** purchase order or other documents. No terms and conditions altering or modifying the provisions shall be binding on Waterblasting, LLC. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior approvals and negotiations are merged herein.

VIII. It is agreed that the exclusive venue for all claims, actions or suits concerning the validity, interpretation or performance of any of the terms, provisions or warranties of this Agreement, or any other matter relating to this Agreement shall be in a court of competent jurisdiction in Martin County, Florida, with the prevailing party **being entitled to recover its attorney's fees** and legal costs incurred before, during and after suit, and through trial and appeal, from the other party.

IX. No claim for damage or any claim other than for an extension of time shall be asserted against Waterblasting, LLC by reason of any delay no matter how caused and Waterblasting, LLC shall not be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control.

X. Waterblasting, LLC liability in any claim or action related to its work under this Proposal shall in no event exceed the amount of the Proposal and such liability may be fully discharged by a reimbursement of any payments received by Waterblasting, LLC from Customer under this Proposal. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for Waterblasting, LLC own negligence. Waterblasting, LLC shall have no liability or

responsibility for any damages or injuries caused by others or caused by events or circumstances beyond its reasonable control.

XI. Customer is responsible for advising Waterblasting, LLC in writing at the time of accepting this Proposal of any and all objects, structures, pipes, cables, lines or other such items which could be damaged by Waterblasting, LLC during the performance of its work.

XII. Customer shall immediately inspect the work when substantially completed by Waterblasting, LLC and advise Waterblasting, LLC in writing of any aspect of the work which is not acceptable, providing Waterblasting, LLC a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making final payment. Waterblasting, LLC warrants its work will be free from defects and be performed in a good workmanlike manner. Waterblasting, LLC provides no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Waterblasting, LLC shall not be responsible for any special, incidental or consequential damages.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Customer Signature: _____

Print Name: _____ Title _____

Date: _____

Please indicate by circle if this is a Certified Payroll Project	Yes	No
Prevailing Wage Conditions	Yes	No
Please indicate by circle if this is an EEO Project	Yes	No

Waterblasting,LLC Signature: _____

Print Name: _____ Title _____

Date: _____

Waterblasting.com
3170 SE Slater Street, Stuart FL 34997 - Office 772.223.7393 | Fax 772.223-5461
Equal Opportunity Employer

Proposal# BYN1901

Date: 7/15/2019

Respectfully Submitted: Brent Hoffpauir

Communication is the Key to Successful Projects

To help ensure project performance this page can be given to Project Manager, Field Supervisor, Traffic Control Supervisor, etc.

Tight Schedule: Early details can help us know when to make a critical adjustment to the truck.

Tell Us Early: Shift lengths, lane restrictions, quantity goals, anticipated "idle time" and of multiple line widths if possible. (i.e., channel, gore, lane, edge) **Inform us of any substantial quantity changes**

Water: Clean hydrant water only. No quarry water, pond water, stream water etc. as they contain too much algae and dirt and will clog filters quickly. A water truck is OK if no rust or dirt, the tanker is equipped with a pump, and the operator is on hand to operate the tanker truck for filling our truck.

Discharge water: Customer needs a plan and location on the job site that is ready to discharge filtered vacuum water mid-shift. (+/- 1,200 gal.). **Cannot be within 150' of a standing body of water per EPA.**

Potential for extra work: We can best accommodate added work when we know about it early in the shift.

Idle Times: Idle times are expected, **but please tell us about how long we'll be down so that we can** know which machine tuning tasks we have time for.

Transverse line or stop bar/crosswalks: These may require us to set up a special spraybar. Notify us early.

Types of Paint: As much as possible tell us of all variables such as Thermo, Temp, Epoxy, ETC.

Layout: Please paint "Start Remove" and "Stop Remove" with small arrow or brackets to identify all removal items

Clean Site Conditions: Blasting head requires the removal area to be free of RPM's, gravel, litter, dirt, sand, equipment, and materials

Production killers: Thick paint, transverse lines, weak pavement, continuous switching sides of blast head.

Preferred M.O.T: Please allow safe area for occasional stopping and for truck adjustments. (To be done outside of truck)

Be available: Make sure we have easy access to ask you questions that may affect machine management

It is important to get the Waterblaster's Name and Phone # .....and give him yours as well.

We appreciate the opportunity to work for you. The information below is intended to help you with contacts in our working relationship.

Company Information

Waterblasting LLC
3170 SE Slater St, Stuart, FL 34997
EIN 47-2876221

Contact Information

MANAGEMENT/SCHEDULING
Brent Hoffpauir
772-260-3429
brent@waterblasting.com

ACCOUNTS RECEIVABLE / RELEASES / CERTIFIED PAYROLLS
Elizabeth Ogrodnik-Daunt
772-223-7393
elizabeth@waterblasting.com

EEO
Maria Lopez
772-223-7393
maria@waterblasting.com

City of Boynton Beach

Quote #16775

July 29, 2019

Attention: Mr. Ron Bergman and Mr. David Roland

RE: REQUEST FOR PROPOSAL – REMOVAL OF EXISTING LIME FROM STEEL SURFACES INSIDE 60Ft SQUARE TREATMENT UNIT - EAST WTP BOYNTON BEACH

In reference to the aforementioned project and your request for a quotation, we hereby have the pleasure to quote you our price as follows:
Our price includes supplying of all labor, materials and equipment to remove the lime build up on the steel surfaces of this unit, **with the exclusion mentioned below.**

Our price does not include:

Cleaning of the interior concrete.
Steel repair if needed.
Removing and reinstall of electrical items (If needed)
Removing nor adjusting of weir (If any)
Cleaning and Coating or touch-up of submerged steel or concrete.
Removal of lime out the unit and dispose as per local, State and Federal Regulations.

Our price does include:

Supplying of all labor, materials and equipment to complete the work as per specified below.

1) Submerged steel surfaces of 60 ft Square concrete water treatment Clarifier mechanism.

Surface Preparation:

Remove all lime deposits from submerged steel surfaces using 40,000 P.S.I. machine.

TOTAL PRICE THIS WORK FOR 1 TREATMENT UNIT:$ 31,700.00

Please feel free to email or call me if you need more information.
Sincerely Yours

Jef Verhelst
Southland Painting Corp
Southland Painting is a State of Florida Women Owned bussiness.
S.F.W.M. and Broward County Certified C.S.B.E.
NACE Certified Coatings Inspector Level III on Staff/Certified Concrete Inspector on Staff
Certified SSPC - QP 1 Contractor/Certified SSPC - QP 2 Contractor
www.southlandpaintingcorp.com
954-854-3136 cell/954-748-2770 office/954-748-2901 fax/Email: jefkmv45@msn.com
Q 16775 Boynton Beach UHP Cleaning of lime of steel surfaces inside 60 ft square WT Unit

Roberts, Melissa

From: Roland, David
Sent: Tuesday, August 06, 2019 2:08 PM
To: Liberus, Leon
Subject: FW: Cleaning North Basin

David Roland
Water Treatment Plant Lead Operator
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
561-742-6434
RolandD@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Roland, David
Sent: Tuesday, July 23, 2019 1:26 PM
To: 'mgoodwin@myhartzell.com' <mgoodwin@myhartzell.com>
Cc: Liberus, Leon <liberusl@bbfl.us>
Subject: Cleaning North Basin

Good afternoon Mike,

Just wanted to know if you have and update on the a quote for cleaning the North Basin. Also wanted to know if you received the email I sent you last week on the North Basin.

Thanks, David Roland

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
JOHNSON-DAVIS INCORPORATED

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
604 Hillbrath Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Lantana, FL 33462

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 1 7 5 3 8 8 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8/07/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2019

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

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

PRODUCER	CONTACT NAME: Sara Douglas
Lassiter-Ware Insurance of Maitland 2701 Maitland Center Parkway Suite 125 Maitland FL 32751	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: SaraD@lassiter-ware.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Waterblasting LLC, et. al. Pressure Cleaning Services, Inc. dba Waterblasting.com 3920 - 3930 SE Commerce Avenue Stuart FL 34997	INSURER A: Amerisure Insurance Company	19488
	INSURER B: North River Insurance Company	21105
	INSURER C: Amerisure Mutual Insurance Company	23396
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master PCS **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			CA20687550901	04/01/2019	04/01/2020	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP-Statutory	$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE			5811112629	04/01/2019	04/01/2020	AGGREGATE	$ 10,000,000
	☐ DED ☒ RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		WC20687580901 Incl. USL&H	04/01/2019	04/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Inland Marine			CPP20687561202	04/01/2019	04/01/2020	Leased/Rented Equipmnt	$325,000

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

CERTIFICATE HOLDER

City of Boynton Beach
5469 W. Boynton Beach Blvd
Boynton Beach FL 33437

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2019

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PRODUCER	CONTACT NAME: Sara Douglas	
Lassiter-Ware Insurance of Maitland 2701 Maitland Center Parkway Suite 125 Maitland FL 32751	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680
	E-MAIL ADDRESS: SaraD@lassiter-ware.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co	44520.
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Waterblasting, LLC et al.
Pressure Cleaning Services, Inc. Waterblasting.com
3920 - 3930 SE Commerce Avenue
Stuart FL 34997

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master PCS **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		EPK-126461	04/01/2019	04/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability Each	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

City of Boynton Beach is included as additional insured under the terms and conditions of the General Liability Policy with respects to work performed by the named insured, when required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
5469 W. Boynton Beach Blvd.
Boynton Beach FL 33437

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

VENDOR 17829

P.O. #: 191379
DATE: 08/30/19

TO: IGM TECHNOLOGY CORP
2 BLOOR STREET WEST
7TH FLOOR
TORONTO, ON M4W3E2

SHIP TO:
City of Boynton Beach
FINANCIAL SERVICES
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO. 74604	ORDERING DEPARTMENT: FINANCE/LK	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	19000.00 DL	ACCESS TO GRAVITY - PUBLIC SECTOR REPORTING GRAVITY STARTER KIT - FULL PLATFORM INCLUDING CAFR & BUDGET, ADA COMPLIANT PRODUCT: *ACCESS TO THE GRAVITY CLOUD PLATFORM FOR ONE YEAR. (ADA COMPLIANT PRODUCT) *5 FULL ACCESS USERS. *24X7 GRAVITY TECHNICAL SUPPORT. *MANAGEMENT PORTAL WITH 3 DASHBOARDS INCLUDING IMPLEMENTATION TRANSPARENCY - OPEN DATA.	1.0000	19000.00
2	3000.00 DL	IMPLEMENTATION SERVICES FOR BUDGET BOOK *UP TO 8 HOURS OF ONLINE TRAINING. *IGM CONSULTING SERVICES IN SETTING UP & USING GRAVITY TO PRODUCE THE NEXT BUDGET BOOK. *3 MANAGEMENT POTAL DASHBOARDS. *IMPLEMENTATION OF THE TRANSPARENCY MODULE.	1.0000	3000.00

REMARKS:
ADA COMPLIANT SOFTWARE SERVICES FOR BUDGET BOOK & CAFR.

PROCUREMENT SERVICES: MEF 8/30/19		P.O. TOTAL: 22000.00
ACCOUNT NO. 001-1410-513.64-14	PROJECT	

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/26/2019

Requesting Department: Finance **Contact Person:** Tony Davidson

Explanation for Purchase:
The service agreement covers annual fees: $19,000 USD per year and Implementation Fee (one-time): $3,000 with up to 5 Full Access Users to access the "Gravity" application. IGM Consulting Services will set up and grant access to use Gravity to produce the next Budget & CAFR documents, create 3 management portal dashboards, plus implement a Transparency module.

Recommended Vendor IGM Technology

Dollar Amount of Purchase $22,000.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
001-1410-513-64-14

Approvals:

Department Head	MEF	Date	8/28/19
Purchasing Agent	MEF	Date	8/28/19
Asst City Manager		Date	
City Manager	JJ	Date	8/29/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074604

REQUISITION BY: FINANCE/LK

STATUS: DEPT APPROVAL
REASON: SOFTWARE SERVICES FOR BUDG BOOK & CAFR

DATE: 8/26/19

SHIP TO LOCATION: FINANCIAL SERVICES

SUGGESTED VENDOR: 17829 IGM TECHNOLOGY CORP

DELIVER BY DATE: 9/01/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ACCESS TO GRAVITY - PUBLIC SECTOR REPORTING GRAVITY STARTER KIT - FULL PLATFORM INCLUDING CAFR & BUDGET: *ACCESS TO THE GRAVITY CLOUD PLATFORM FOR ONE YEAR. *5 FULL ACCESS USERS. *24X7 GRAVITY TECHNICAL SUPPORT. *MANAGEMENT PORTAL WITH 3 DASHBOARDS INCLUDING IMPLEMENTATION TRANSPARENCY - OPEN DATA. COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: SOFTWARE LICENSES	19000.00	DL	1.0000	19000.00	
2	IMPLEMENTATION SERVICES FOR BUDGET BOOK *UP TO 8 HOURS OF ONLINE TRAINING. *IGM CONSULTING SERVICES IN SETTING UP & USING GRAVITY TO PRODUCE THE NEXT BUDGET BOOK. *3 MANAGEMENT POTAL DASHBOARDS. *IMPLEMENTATION OF THE TRANSPARENCY MODULE. COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: SOFTWARE LICENSES	3000.00	DL	1.0000	3000.00	

ADA Compliant product.

REQUISITION TOTAL: 22000.00

REQUISITION QUOTES

	VENDOR	NAME
22000.0000	17829	IGM TECHNOLOGY CORP
29977.0000		NEUBRAIN
51000.0000		WORKIVA

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00114105136414	MACHINERY AND EQUIPMENT COMPUTER SOFTWARE		100.00	19000.00
2	00114105136414	MACHINERY AND EQUIPMENT COMPUTER SOFTWARE		100.00	3000.00
					22000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Budget
* 2K FY 18|19
* 20K FY 19|20

APPROVALS

City Manager _____ Date 8/29/19
Finance Dept _____ Date 8/28/19
Risk Manager Per Risk NG COI Date required
City Attorney _____ Date _____

Date	May / July					
Vendor	**IGM Technology**	**Neubrain**	**Workiva**	**Nexdimension**	**Clear Gov**	**Open Gov**
Written Quote	Yes, written	Yes, written	Yes, written	No (Reseller)	Yes, written	No, verbal
Produce Budget Book & CAFR	Yes	Yes	Yes	Yes	No CAFR	No, need Workiva
Users, up to	5	10	Unlimited	2		Unlimited
ADA Complaint	Yes/Partial	Yes/Partial	Yes/Partial	??		
Software Services						
Gravity Starter-Kit – Full Platform including CAFR and Budget						
· Access to the Gravity cloud platform for 1 year						
· For up to 5 Full Access Users	$ 17,000					
· 24 x 7 Gravity Technical Support						
Management Portal with 3 dashboards including implemenation	-					
Transparency – Open Data	2,000	No	Yes		Yes	Yes
Total Annual Licensing Fee (Cloud)	**$ 19,000**	**$ 29,977**	**$ 36,000**	**$ 22,000**	**$ 18,000**	**$40,000**
Implementation Services	One-Time Fee					
Gravity – Implementation Services for Budget Book	$ 3,000		$ 15,000	$ 10,000	6000	
• Up to 8 hours of on-line training						
• IGM Consulting Services in setting up and using Gravity to produce the next Budget Book						
Gravity – Implementation Services for Transparency	$0					
3 Landing Pages: Home Page, Revenue and Expenses, and Projects						
Source of Data: Gravity Database for Budget Book						
TOTAL	**$ 22,000**	**$ 29,977**	**$ 51,000**	**$ 32,000**	**$ 24,000**	**$ 40,000**
Phasing/Time duration	4 to 6 weeks		6 to 8 weeks			

Gravity – Implementation Services for CAFR ($3,000)
- Up to 8 hours of on-line training
- IGM Consulting Services in setting up and using Gravity to produce the next CAFR

State Reporting
AFR / Rev & Exp Actuals

IGM TECHNOLOGY

SAAS SERVICES ORDER FORM

Customer: The City of Boynton Beach	Contact: Anthony Davidson
Address: 3301 Quantum Blvd, Suite 101	Phone: (210) 335-0514
Boynton Beach, FL 33426	E-Mail: davidsona@bbfl.us
Services: *Access to Gravity – Public Sector Reporting* (the "Service(s)").	
Services Fees: $19,000 USD per year, payable in advance.	**Initial Service Term:** 1 [One] Year
Service Capacity: The Customer has the right to identify up to 5 Full Access Users to access the application.	
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. **Implementation Fee (one-time):** $3,000	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 26 day of August, 2019 (the "Effective Date") between **IGM Technology Corp.** with a place of business at 2 Bloor Street West, 7th Floor, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:

By: _____

Name: Itzhak Gleicher

Title: CEO

The City of Boynton Beach:

By: Anthony Davidson / Mara Frederikson

Name: Anthony Davidson / Mara Frederikson

Title: Budget Manager / Finance Director

Lori LaVerriere

City Manager / Lori LaVerriere

IGM TECHNOLOGY

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard terms of service then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be

responsible for all taxes associated with Services other than taxes based on Company's net income.

4.3 Payment terms are as follows: The full payment is due within 70 days of the start of the contract.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Florida, County of Palm Beach, without regard

to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

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

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK) 3301 QUANTUM
BLVD. BOYNTON BEACH,
FLORIDA, 33435.
561-742-6061.
CITYCLERK@BBFL.US

Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IGM TECHNOLOGY

EXHIBIT A

Statement of Work

The Company will provide the following services:

- Gravity - Implementation Services for Budget Book
  - Up to 8 hours of online training
  - IGM Consulting Services in setting up and using Gravity to produce the next Budget Book
  - 3 management portal dashboards
  - Implementation of the Transparency module

These Implementation Services will be provided to the Customer within six months of the Effective Date. Implementation Services required by the Customer after this time period could be provided by IGM at IGM's standard consulting services rate.

IGM TECHNOLOGY

EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

IGM TECHNOLOGY

EXHIBIT C

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 8:00 pm Eastern time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling Company's hot line support number, or any time by emailing **support@igm.technology**

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Company will also provide emergency support for all hours outside of the Support Hours, for emergency situations. Customer may initiate emergency support by calling 416-986-1789 anytime outside of regular Support Hours.

IGM TECHNOLOGY

August 8 2019

Gravity for Public Sector Reporting– Price Proposal

For: The City of Boynton Beach, Florida
Attn: Tony Davidson
3301 Quantum Blvd, Suite 101
Boynton Beach, FL 33426
United States

Software Services	**Quantity**	**Total Annual Licensing Fee**
Gravity Starter-Kit – Full Platform including CAFR and Budget • Access to the Gravity cloud platform for 1 year • For up to 5 Full Access Users • 24 x 7 Gravity Technical Support	1	$17,000
Management Portal with 3 dashboards including implemenation	1	COMPLIMENTARY
Transparency – Open Data	1	$2,000
Total Annual Licensing Fee		**$19,000**

Implementation Services	**One-Time Fee**
Gravity – Implementation Services for Budget Book ☐ Up to 8 hours of on-line training ☐ IGM Consulting Services in setting up and using Gravity to produce the next Budget Book	**$3,000**
Gravity – Implementation Services for Transparency 3 Landing Pages: Home Page, Revenue and Expenses, and Projects Source of Data: Gravity Database for Budget Book	**COMPLIMENTARY**

Notes:

- ☐ This Price Quotation is valid until August 30th, 2019
- ☐ All figures are in USD
- ☐ The entire fee is due October 18th, 2019
- ☐ CAFR implementation can be added for an additional $3,000 at anytime in the next 2 years

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191380
DATE: 08/30/19

VENDOR 17821

TO: MORRIS & MCDANIEL, INC.
117 SOUTH SAINT ASAPH ST.
ALEXANDRIA, VA 22314

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

REQUISITION NO. 74594	ORDERING DEPARTMENT: POLICE		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	12250.00 DL	DEVELOP,VALIDATE, ADMINISTER AND IMPLEMENT TESTING and assessment processes for entry level enforcement applicants FY 18/19 PHASE 1 VENDOR ITEM NO.- NA	1.0000	12250.00
2	12250.00 DL	DEVELOP,VALIDATE, ADMINISTER AND IMPLEMENT TESTING and assessment processes for entry level enforcement applicants FY19/20 Phase II	1.0000	12250.00

REMARKS:
CONSULTANT SERVICES FOR THE TESTING & ASSESSMENT PROCESS FOR ENTRY LEVEL ENFORCEMENT APPLICANTS.

PROCUREMENT SERVICES:	MEF 8/30/19	P.O. TOTAL:	24500.00

ACCOUNT NO.
001-2111-521.49-13

PROJECT

PURCHASING

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/28/2019

Requesting Department: Police **Contact Person:** Zeller

Explanation for Purchase:
Contract for consultant services between COBB and Morris and McDaniel to Develop,validate, administer, and implement testing and assessment processes for entry level enforcement applicants. Contract is signed by CM and approved for half payment in FY 18/19 (12,250.00). The remaining amount will be paid out of FY 19/20. Per Mara Frederiksen PO will remain out until paid in full.

Recommended Vendor Morris and McDaniel, Inc

Dollar Amount of Purchase 24,500

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	x
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
Recruiting Expenses: 001-2111-521-49-13

Approvals:

Department Head	[signature]	Date	08/28/2019
Purchasing Agent	MEF	Date	8/28/19
Asst City Manager		Date	
City Manager	[signature]	Date	8/29/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000074594

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: CONSULTANT SERVICE

DATE: 8/26/19

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 17821 MORRIS & MCDANIEL, INC.

DELIVER BY DATE: 9/30/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DEVELOP,VALIDATE, ADMINISTER AND IMPLEMENT TESTING and assessment processes for entry level enforcement applicants FY 18/19 PHASE 1 COMMODITY: CONSULTING SERVICES SUBCOMMOD: EDUCATION & TRAINING	12250.00	DL	1.0000	12250.00	NA
2	DEVELOP,VALIDATE, ADMINISTER AND IMPLEMENT TESTING and assessment processes for entry level enforcement applicants FY19/20 Phase II COMMODITY: CONSULTING SERVICES SUBCOMMOD: EDUCATION & TRAINING	12250.00	DL	1.0000	12250.00	

REQUISITION TOTAL: 24500.00

REQUISITION QUOTES

	VENDOR NAME
24500.0000	MORRIS AND MCDANIELS, INC

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00121115214913	OTHER CURRENT CHGS RECRUITING EXPENSE		100.00	12250.00
2	00121115214913	OTHER CURRENT CHGS RECRUITING EXPENSE		100.00	12250.00
					24500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Contract for consultant services between COBB and Morris and McDaniel to Develop,validate, administer, and implement testing and assessment processes for entry level enforcement applicants. Contract is signed by CM and approved for half payment in FY 18/19 (12,250.00). The remaining amount will be paid out of FY 19/20. Per Mara Frederiksen PO will remain active until paid in full. COI is attached and approved by Risk.

APPROVALS

City Manager _____ Date 8/27
Finance Dept _____ Date 8/28/19
Risk Manager COI App By _____ Date Kon 8/27/19
~~City Attorney~~ _____ Date _____

CONTRACT FOR CONSULTANT SERVICES
BETWEEN CITY BOYNTON BEACH, FLORIDA
AND MORRIS & MCDANIEL, INC.

This Contract for Consultant Services (the "Contract") is made and entered into this the 28th day of August 2019, by and between the City of Boynton Beach, Florida, (the "City") and Morris & McDaniel, Inc., a Virginia Corporation ("Consultant").

RECITALS

WHEREAS, the City seeks to develop, validate, administer, and implement testing and assessment processes for entry level law enforcement applicants within the City of Boynton Beach Police Department which processes are comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services necessary to assist the City in developing, validating, administering, and implementing such a program for the aforesaid position; and

WHEREAS, the parties desire to enter into this Contract in order to more particularly define their responsibilities and duties.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
PROJECT AND SCOPE OF SERVICES

1.01 **Project Description.** The City hereby retains the Consultant to develop, validate, implement, and administer a testing and assessment process for entry level law enforcement applicants within the City of Boynton Beach Police Department as described in more detail later in this contract.

1.02 **Compliance With Contract.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall, unless otherwise indicated herein, be used, developed, validated, implemented, and administered pursuant to the scope, terms, warranties, representations, and covenants set forth in this Contract.

1.03 **Compliance With Laws And Professional Standards.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing, and (e) any other applicable laws, rules, regulations, or

professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and non-legal professional requirements, the legal requirements shall control. In the event of a conflict between any of the professional standards set forth above, the personnel assigned by the Consultant to carry out this contract shall use their best professional judgment and use the standard that most accurately reflects the current state of psychological testing requirements.

1.04 **Scope of Services.** The Consultant shall provide the aforesaid services according to the terms of the proposal previously submitted and attached as Addendum A and incorporated herein by reference.

ARTICLE I
TERMS OF AGREEMENT GENERALLY

2.01 **Amount Of Funding.** In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant the sum of Twenty Four Thousand Five Hundred and no/100 Dollars ($24,500.00). The aforesaid sum shall be due and payable to Consultant in partial disbursements upon completion of certain milestones as follows: completion of an entry level process $24,500.00.

These prices are inclusive of all fees and expenses to be incurred by Consultant and include the costs associated with scoring of the oral exercises contemplated herein by competent third-part raters and assessors recruited and trained by Consultant.

2.03 **Payment.** The Consultant shall submit invoices to the City upon the attainment of each milestone and the City shall have thirty (30) days to pay the amounts invoiced or to contest any amount listed therein.

2.06 **Nondiscrimination.** The Consultant and the City shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, religion, sex, age, or national origin, or otherwise commit a discriminatory employment practice. The Consultant and the City will take action to ensure that applicants are employed and that employees are dealt with during their employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Consultant and the City further agree that this clause will be incorporated in all contracts entered into with subcontractors who may perform any services in connection with this Contract.

2.07 **Term of Contract.** The term of this Contract shall begin upon the execution date referenced above and will terminate upon the final payment by the City after receipt of the validation reports from the Consultant.

ARTICLE III
INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS

3.01 **Hold Harmless.** With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the City.

3.03 **Insurance Requirements.**

(a) Before commencing any work, the Consultant shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance.

(b) The Consultant, upon execution of this Agreement, shall provide, at its own cost and expense, the following insurances to the City with companies acceptable to the City, which insurance shall be evidenced by certificates and/or policies as determined by the City.

(i) Workers Compensation Insurance: The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Florida and shall require all subcontractors to do likewise.

(ii) Commercial General Liability Insurance: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance; MINIMUM LIMITS of:

$2,000,000	General Aggregate per Project
$2,000,000	Products-Completed Operations
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence
$ 50,000	Fire Damage any one Fire
$ 5,000	Medical Expense any One Person

Said Commercial General Liability Policy shall name the City of Boynton Beach as an "additional named insured."

(iii) Property Insurance: Contractor shall be responsible for maintaining any and all property insurance on their own equipment.

(iv) Errors and Omissions: Errors and omissions coverage in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) for each wrongful act/aggregate and the Consultant shall maintain such coverage for at least three (3) years from the termination date of this Contract.

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

(d) Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

(e) The Consultant is required to provide copies of the insurance policies upon request. Copies of all required endorsements and Certificate of Insurance shall also be mailed to the City at such address as City shall designate.

ARTICLE IV
INTEREST OF PARTIES

4.01 **Independent Contractor Status.** The Consultant is an independent contractor in the performance of all activities and functions pursuant to this operating agreement. The Consultant and City are not and shall not be considered as joint ventures, partners or agents of each other, and neither shall have the power to bind or obligate the other. The Consultant's officers, employees, agents, and subcontractors shall not be considered as officers, employees, or agents of City. City and the Consultant hereby agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another, except as specifically provided otherwise.

4.02 **Voluntary Assignment of Interest.** The Consultant shall not assign this agreement without the prior written consent of City; and, any such assignment, without such consent, shall be void and, at the option of City, shall terminate this agreement.

4.03 **Involuntary Assignment of Interest.** This agreement or any rights hereunder shall not be subject to involuntary assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect. Notwithstanding the foregoing, the Consultant agrees that:

(a) In the event that any proceeding under the Bankruptcy Act, or any amendment thereto, is commenced against Consultant, and the proceedings are not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization; or

(b) In the event Consultant is (i) adjudged insolvent, (ii) makes an assignment or execution is levied against any real or personal property owned or leased by Consultant that is not released or satisfied within fifteen (15) days thereafter, or (iii) if a receiver is appointed in any proceeding or action to which Consultant is a party with authority to take possession or control of the premises or the business conducted thereon by Consultant and such receiver is not discharged within a period of fifteen (15) days after his appointment, any such event or any involuntary assignment shall constitute a breach of this agreement by Consultant and, at the option of City and without notice or entry or other action of City, shall terminate this agreement and also all rights of Consultant under this agreement and any and all persons claiming under Consultant, in and to this agreement.

ARTICLE V
TERMINATION AND DEFAULT

5.01 **Termination for Cause.** The breach of any provision of this agreement or the failure to perform any obligations or duties or to accept liability established by any act or omission from whatsoever cause by either party hereto shall be a default. The non-defaulting party shall give written notice of intent to terminate this agreement by registered or certified mail to the defaulting party stating the specific default of breach committed. The non-defaulting party shall have the option to terminate the agreement after expiration of the time periods as follows:

(a) If the default can be cured by payment or posting of money, bond or other security for money due, the payment of a final assessment, or other obligation, the defaulting party shall have fourteen (14) days after receipt of the notice to terminate in order to pay over such money, or, if the payment be contested, to deposit such amount with an independent escrow holder or a court of competent jurisdiction pending final determination of liability. Said deposit shall be in the form of cash unless the non-defaulting party approves some other form of security.

(b) If the default cannot be cured by payment or deposit of money or security as provided in subparagraph (a) above, the defaulting party shall have twenty-one (21) days after receipt of written notice to terminate in which to cure the defect.

(c) If the default is one that, by its nature, cannot be reasonably cured within twenty-one (21) days, then the defaulting party shall have a reasonable time in which to cure the default. Such time period shall not be greater than times required by statutes, laws, ordinances, rules and regulations, or order of the City of Boynton Beach or State of Florida and shall be based upon a written schedule of performance and supporting documentation indicating the shortest period in which such default can be cured by the defaulting party.

(d) If the default is one that, by its nature, cannot be cured, the non-defaulting party may terminate this agreement on ten (10) days prior written notice.

5.02 **Termination for Convenience.** Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notice designating the termination date, with the stipulation that the City pay to the Consultant on the effective date of termination the applicable amount and reasonable overhead determined pursuant to the listed unamortized amount due as of the date of termination. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection 5.02.

5.03 **Performance.** In addition to any default arising under the provisions of Paragraph 5.01, the Consultant hereby acknowledges that the Consultant's failure to perform any of the following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

(a) Maintenance of a uniform system of accurate books, records and accounts.

(b) Preparation and timely submission of the required reports to City.

(c) Meet minimum activity levels.

5.04 **City's Right to Perform the Consultant's Obligations.** After the expiration of the applicable period of time for making any payment or for performing or complying with any obligation and duty provided under this Contract, or after the expiration of the applicable time to cure any default pertaining thereto, City, at its election and with no notice, may make any such payment or perform or comply with any such obligation and duty on behalf of the Consultant. The amount of any such payment and the cost of any such performance or compliance shall be due and payable by the Consultant on the first day of the first month following the date which such amount was paid or such cost was incurred. City shall give prompt written notice to the Consultant of the payment of such amount, and interest shall accrue from the date of such notice.

5.05 **Change of Ownership of Consultant.** This agreement is in no way transferable or assignable by Consultant. Should the ownership of the Consultant change through sale, buyout, merger, acquisition, or any other manner affecting the Consultant name(s) as included in this agreement, this agreement shall be null and void.

5.06 **Waiver.** No waiver by either party at any time of any of the terms, conditions, covenants or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of compensation then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or relinquishment there of or acquiescence therein. No option, right, power, remedy or privilege of

either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy.

5.07 **Breach of Contract.** Failure of any party to perform the obligations required by this Contract or incorporated herein by reference shall constitute a material breach of this agreement and the other party shall be entitled to pursue any and all remedies available at law or equity in addition to other rights and remedies specifically provided herein.

5.08 **Copyrighted Materials.** The parties represent and warrant that all test materials are proprietary to the Consultant. The Consultant agrees that he will not disclose any information pertinent to this Contract without prior approval of the City, unless required to by law. Consultant is the sole owner of all test materials, including test booklets, training videos, candidate videos, answer sheets, and administrator instruction booklets. All such properties are for the use of the City under a licensing agreement for all purposes related to the purposes of this contract and no other.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.01 **Time of Essence.** Time is of the essence of this agreement, and of every term, covenant, and condition hereof.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting the deadlines set forth herein in a timely manner and in accordance with the proposed schedule.

6.03 **Quality of Services.** The Consultant agrees to perform the services specified herein in a good and professional manner and according to industry standards.

6.04 **Counterparts.** This agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

6.05 **Additional Instruments and Actions.** Each party shall deliver such further instruments and take such further actions as may be reasonably requested by the other in order to carry out the provisions and purposes of this agreement.

6.06 **Headings.** Headings and captions in this agreement are solely for the convenience of reference and shall not affect the interpretation of this agreement.

6.07 **Integration.** This agreement contains the complete statement of all the agreements and understandings between the parties with respect to its subject matter and cannot be changed

or terminated orally. No waiver of the provisions of this agreement shall be valid unless in writing signed by the party against whom such waiver is sought to be enforced.

6.08 **Severability.** In the event that any provision of this Contract is rendered invalid or unenforceable, such provision shall be severed from this Contract and the remaining provisions shall continue in full force and effect, provided however, that if the effect of the severance of such unenforceable provision is to substantially deprive either party of the benefits of this Contract, this agreement may be terminated by the other party so deprived immediately upon written notice to the other party.

6.09 **Notices.** Any notice required or permitted hereunder shall be in writing and shall be sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt *for* certified mail as evidence of the mailing date.

CITY:
City of Boynton Beach

CONSULTANT:
Morris & McDaniel, Inc.
Management Consultants
117 S. St. Asaph Street
Alexandria, VA 22314
Attn: Dr. David M. Morris

6.10 **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Florida. All action, whether sounding in contract or in tort relating to the validity, interpretation and enforcement of this Agreement shall be instituted in the courts of the State of Florida and in no other.

6.13 **Project Delays.** Delays may occur on the part of the City due to unforeseen circumstances (i.e., litigation, court injunctions, etc.). If such delays occur and require additional work to be performed by the Consultant, the City shall be charged at a rate agreed to by both parties and shall be evidenced by a written amendment to the Contract signed by both parties.

6.16 **Duplication of Test Materials.** The Consultant will be responsible for the duplicating of all exercises, tests, and materials used (by candidates) during the test, candidate orientation packets, and other similar test-related items. The cost of this duplication is included in the total contract price.

6.17 **Public Records.** The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK) 3301 QUANTUM BLVD. BOYNTON BEACH, FLORIDA, 33435. 561-742-6061. CITYCLERK@BBFL.US

6.18 **Scrutinized Companies.** By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

INTENDING TO BE LEGALLY BOUND, the parties have executed this CONTRACT FOR CONSULTING SERVICES BETWEEN CITY OF BOYNTON BEACH AND MORRIS & MCDANIEL, INC. as of the date written above.

City of Boynton Beach

By:

Morris & McDaniel, Inc.

By David M. Morris, President

ACORD

MORR&MC-01 KWORRELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2019

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

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

PRODUCER	CONTACT NAME:	
Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	PHONE (A/C, No, Ext): (601) 960-8200	FAX (A/C, No): (601) 208-7484
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Morris and McDaniel, Inc. 117 South Saint Asaph Street Alexandria, VA 22314	INSURER A : The Travelers Indemnity Company of Connecticut	25682
	INSURER B : The Travelers Indemnity Company	25658
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Travelers Casualty and Surety Company of America	31194
	INSURER E : Philadelphia Indemnity Insurance Company	18058
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6607749A69A	7/12/2019	7/12/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			BA7076W806	7/12/2019	7/12/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP4528Y142	7/12/2019	7/12/2020	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 5,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3J438233	7/12/2019	7/12/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Prof. Errors & Omiss			PHSD1452946	7/12/2019	7/12/2020	Each Claim	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability: $2,000,000 Per Claim; $3,000,000 Aggregate; $100,000 Deductible
General Liabilty Policy contains Blanket Additional Insured & Blanket Waiver of Subrogation, wording as per written contract; Auto Liabilty Policy contains Blanket Additional Insured & Blanket Waiver of Subrogation wording as per written contract ;
All coverage is subject to policy terms, conditions, and exclusions. 30 day notice of cancellation applies on all policies except 10 for non-payment of premium.

CERTIFICATE HOLDER

City of Boynton Beach Police Department
PO Box 310
Boynton Beach, FL 33425

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

E. Blanket Additional Insured – Broad Form Vendors

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Blanket Additional Insured – Grantors Of Franchises

K. Incidental Medical Malpractice

L. Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

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C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

   Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

   For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

   a. A limited liability company;

   b. An organization other than a partnership, joint venture or limited liability company; or

   c. A trust;

   as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

E. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

   (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

   (2) Any change in "your products" made by such vendor;

   (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

   (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

   (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

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Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

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I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

K. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BLANKET ADDITIONAL INSURED**
B. **EMPLOYEE HIRED AUTO**
C. **EMPLOYEES AS INSURED**
D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
E. **TRAILERS – INCREASED LOAD CAPACITY**
F. **HIRED AUTO PHYSICAL DAMAGE**
G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
I. **WAIVER OF DEDUCTIBLE – GLASS**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **AUTO LOAN LEASE GAP**
M. **BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3J438233-19-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 05-29-19 ST ASSIGN:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Approve the Bid for "ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES" Bid No. 043-1412-19/MFD to the following eight (8) companies: 5 Star Enterprises, Clean All Products, CleanAll Supply, Imperial Dade, Medline Industries, Pride Enterprises, Pyramid School Supplies and Unipak on an overall basis, to the lowest, most responsive, responsible bidders who met all specifications. Items will be ordered on an "AS NEEDED" basis for an estimated annual expenditure of $40,000.

EXPLANATION OF REQUEST: EXPLANATION OF REQUEST:
Bid Term: October 5, 2019 - October 4, 2020

On August 29, 2019 Procurement Services opened and tabulated eleven (11) bids submitted in response to solicitation for Cleaning Chemicals and Janitorial Supplies. All bids were reviewed by the Manager of Materials and Distribution. It is recommended to award this bid in part to eight (8) companies. The awarded vendors are:

Company	Award
5 Star	1 Item
Clean All	2 Items
CleanAll Supply	5 Items
Imperial Dade	9 Items
Medline	2 Items
Pride	5 Items
Pyramid	2 Items
Unipak	1 Item
Total	27 Items

The current bid 036-1412-18/MFD will expire 10-4-19. The Bid award will be for the period of October 5, 2019 to October 4, 2020 and allow for two (2) additional one (1) year extensions at the same terms and conditions subject to vendor acceptance, satisfactory performance and determination that the renewal is in the best interest of the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The purpose of this bid is to secure a source of supply for the purchase of cleaning chemicals and janitorial supplies. These supplies will be ordered on an "AS NEEDED" basis and stocked within the City's Warehouse.

FISCAL IMPACT: Budgeted
Funds are budgeted and available for account 502-0000-141-0100 for the estimated amount of $40,000.
FY 16/17 expenditures were $45,251.85
FY 17/18 expenditures were $35,001.54
FY 18/19 expenditures to date are $38,578.21

ALTERNATIVES: Obtain quotes on an "AS NEEDED" basis which would not be cost effective.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Tabulation Sheet
🗋	Addendum	5 Star Price Sheet
🗋	Addendum	Clean All Price Sheet
🗋	Addendum	CleanAll Supply Price Sheet
🗋	Addendum	Imperial Dade Price Sheet
🗋	Addendum	Medline Price Sheet
🗋	Addendum	Pride Price Sheet
🗋	Addendum	Pyramid Price Sheet
🗋	Addendum	Unipak Price Sheet

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

BID DUE DATE: August 29, 2019
BID DUE TIME: 10:00am
BID # 043-1412-19/MFD

OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

5 Star Enterpirse, Inc.
PO BOX 43545
Atlanta, GA 30336
Phone (404) 924-4290 / Fax (404) 699-5406
Contact: Tracey J. Felder
Email: tfelder@5starchemicals.com

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	RAC02775	$3.80	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	CHP5157	$3.55	
3	GLASS CLEANER	485-011-00006	BWK47112AEA	$3.41	
4	LIQUID BLEACH	485-018-00001	KIKBLEACH6	$2.99	
5	TOILET BOWL DISINFECTANT	485-018-00003	RAC74278EA	$3.51	
6	PINK HAND SOAP	485-018-00005	BWK410EA	$5.68	
7	LEMON DISINFECTANT	485-018-00006	RAC76334	$16.09	
8	RUST REMOVER	485-018-00009	JELCL4PROEA	$31.00	
9	DEGREASER	485-018-00010	EGLSD	$6.50	
10	ODO-ELIMINATOR	485-018-00016	ODO911062G4EA	$13.95	
11	DEGREASER	485-022-00003	EGHDD	$467.50	
12	WASP & HORNET SPRAY	485-027-00001	SJN668006	$6.84	
13	INSECT REPELLENT	485-027-00006	SJN611081EA	$7.12	
14	SCRUB BRUSH	485-028-00001	RCP6482COB	$3.20	
15	BOWL BRUSH	485-028-00003	RCP631000WE	$3.42	
16	SPONGE WITH SCOURING PAD	485-028-00005	MMM74CC	$1.40	
17	LIQUID TIDE	485-037-00003	PGC08886EA	$22.88	
18	VIVID COLOR SAFE BLEACH	485-037-00004	DIA00145	$51.91	
19	DISHWASHING LIQUID	485-038-00001	CPC46303	$3.00	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	RAC98942EA	$22.56	
21	WHITE SHEETING RAGS	485-052-00002	UFSN250CW01	$10.47	
22	ALL COTTON WHITE RAGS	485-052-00003	HOS53725	$66.61	
23	MOP BUCKET AND WRINGER	485-068-00001	RCPFG758088YEL	$126.76	
24	DUST MOP HEAD	485-070-00001	BWK1136	$17.50	
25	24 OZ COTTON MOP HEAD	485-072-00002	BWK424CEA	$9.41	
26	33" X 40" TRASH CAN LINERS	485-075-00002	JAGRH3340M	$58.87	
27	38" X 58" BLACK TRASH BAGS	485-075-00003	JAGR3858H	$38.58	
28	DISCOUNT			30%	

	5 Star Enterpirse, Inc. PO BOX 43545 Atlanta, GA 30336 Phone (404) 924-4290 / Fax (404) 699-5406 Contact: Tracey J. Felder Email: tfelder@5starchemicals.com
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED BLACK/WOMEN OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BID	30%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

BID DUE DATE: August 29, 2019
BID DUE TIME: 10:00am
BID # 043-1412-19/MFD

OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

All American Poly
40 Turner Place
Piscataway, NJ 08854
Phone (732) 752-3200 / Fax (732) 752-2305
Contact: Nikki Klein
Email: zeke@allampoly.com

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	NO BID	NO BID	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	NO BID	NO BID	
3	GLASS CLEANER	485-011-00006	NO BID	NO BID	
4	LIQUID BLEACH	485-018-00001	NO BID	NO BID	
5	TOILET BOWL DISINFECTANT	485-018-00003	NO BID	NO BID	
6	PINK HAND SOAP	485-018-00005	NO BID	NO BID	
7	LEMON DISINFECTANT	485-018-00006	NO BID	NO BID	
8	RUST REMOVER	485-018-00009	NO BID	NO BID	
9	DEGREASER	485-018-00010	NO BID	NO BID	
10	ODO-ELIMINATOR	485-018-00016	NO BID	NO BID	
11	DEGREASER	485-022-00003	NO BID	NO BID	
12	WASP & HORNET SPRAY	485-027-00001	NO BID	NO BID	
13	INSECT REPELLENT	485-027-00006	NO BID	NO BID	
14	SCRUB BRUSH	485-028-00001	NO BID	NO BID	
15	BOWL BRUSH	485-028-00003	NO BID	NO BID	
16	SPONGE WITH SCOURING PAD	485-028-00005	NO BID	NO BID	
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	NO BID	NO BID	
19	DISHWASHING LIQUID	485-038-00001	NO BID	NO BID	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	NO BID	NO BID	
21	WHITE SHEETING RAGS	485-052-00002	NO BID	NO BID	
22	ALL COTTON WHITE RAGS	485-052-00003	NO BID	NO BID	
23	MOP BUCKET AND WRINGER	485-068-00001	NO BID	NO BID	
24	DUST MOP HEAD	485-070-00001	NO BID	NO BID	
25	24 OZ COTTON MOP HEAD	485-072-00002	NO BID	NO BID	
26	33" X 40" TRASH CAN LINERS	485-075-00002	NO BID	NO BID	
27	38" X 58" BLACK TRASH BAGS	485-075-00003	3858XH-AAP	$16.03	100 PER CASE
28	DISCOUNT			10%	

	All American Poly 40 Turner Place Piscataway, NJ 08854 Phone (732) 752-3200 / Fax (732) 752-2305 Contact: Nikki Klein Email: zeke@allampoly.com
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BI	10%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	NOT SUBMITTED
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	LOCAL BUSINESS NOT SUBMITTED / COMPANY IS IN NEW JERSEY / WILL DEEM RESPONSIVE

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

BID DUE DATE: August 29, 2019
BID DUE TIME: 10:00am
BID # 043-1412-19/MFD

OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

Calico Packaging LLC
P.O. BOX 794
Laurel, MD 20725
Phone (800) 638-0828 / Fax (301) 498-2056
Contact: Christopher Hartnett
Email: bids@calicopackaging.com

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	NO BID	NO BID	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	NO BID	NO BID	
3	GLASS CLEANER	485-011-00006	NO BID	NO BID	
4	LIQUID BLEACH	485-018-00001	NO BID	NO BID	
5	TOILET BOWL DISINFECTANT	485-018-00003	NO BID	NO BID	
6	PINK HAND SOAP	485-018-00005	NO BID	NO BID	
7	LEMON DISINFECTANT	485-018-00006	NO BID	NO BID	
8	RUST REMOVER	485-018-00009	NO BID	NO BID	
9	DEGREASER	485-018-00010	NO BID	NO BID	
10	ODO-ELIMINATOR	485-018-00016	NO BID	NO BID	
11	DEGREASER	485-022-00003	NO BID	NO BID	
12	WASP & HORNET SPRAY	485-027-00001	NO BID	NO BID	
13	INSECT REPELLENT	485-027-00006	NO BID	NO BID	
14	SCRUB BRUSH	485-028-00001	NO BID	NO BID	
15	BOWL BRUSH	485-028-00003	NO BID	NO BID	
16	SPONGE WITH SCOURING PAD	485-028-00005	NO BID	NO BID	
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	NO BID	NO BID	
19	DISHWASHING LIQUID	485-038-00001	NO BID	NO BID	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	NO BID	NO BID	
21	WHITE SHEETING RAGS	485-052-00002	NO BID	NO BID	
22	ALL COTTON WHITE RAGS	485-052-00003	NO BID	NO BID	
23	MOP BUCKET AND WRINGER	485-068-00001	NO BID	NO BID	
24	DUST MOP HEAD	485-070-00001	NO BID	NO BID	
25	24 OZ COTTON MOP HEAD	485-072-00002	NO BID	NO BID	
26	33" X 40" TRASH CAN LINERS	485-075-00002	9970068	$22.44	500 PER CASE
27	38" X 58" BLACK TRASH BAGS	485-075-00003	9911130	$15.94	100 PER CASE
28	DISCOUNT			20%	

	Calico Packaging LLC P.O. BOX 794 Laurel, MD 20725 Phone (800) 638-0828 / Fax (301) 498-2056 Contact: Christopher Hartnett Email: bids@calicopackaging.com
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BID	20%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

BID DUE DATE: August 29, 2019
BID DUE TIME: 10:00am
BID # 043-1412-19/MFD

OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

Clean All Products, Inc.
12945 SE Suzanne Dr.
Hobe Sound, FL. 33455
Phone (772) 546-6694 / Fax (772) 546-6630
Contact: Rick Borosky
Email: cleanallproducts@yahoo.com

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	NO BID	NO BID	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	NO BID	NO BID	
3	GLASS CLEANER	485-011-00006	NO BID	NO BID	
4	LIQUID BLEACH	485-018-00001	NO BID	NO BID	
5	TOILET BOWL DISINFECTANT	485-018-00003	NO BID	NO BID	
6	PINK HAND SOAP	485-018-00005	NO BID	NO BID	
7	LEMON DISINFECTANT	485-018-00006	NO BID	NO BID	
8	RUST REMOVER	485-018-00009	NO BID	NO BID	
9	DEGREASER	485-018-00010	NO BID	NO BID	
10	ODO-ELIMINATOR	485-018-00016	NO BID	NO BID	
11	DEGREASER	485-022-00003	NO BID	NO BID	
12	WASP & HORNET SPRAY	485-027-00001	NO BID	NO BID	
13	INSECT REPELLENT	485-027-00006	NO BID	NO BID	
14	SCRUB BRUSH	485-028-00001	NO BID	NO BID	
15	BOWL BRUSH	485-028-00003	NO BID	NO BID	
16	SPONGE WITH SCOURING PAD	485-028-00005	NO BID	NO BID	
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	NO BID	NO BID	
19	DISHWASHING LIQUID	485-038-00001	NO BID	NO BID	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	NO BID	NO BID	
21	WHITE SHEETING RAGS	485-052-00002	CAPWS10	$9.29	
22	ALL COTTON WHITE RAGS	485-052-00003	CAPWT10	$16.39	
23	MOP BUCKET AND WRINGER	485-068-00001	NO BID	NO BID	
24	DUST MOP HEAD	485-070-00001	NO BID	NO BID	
25	24 OZ COTTON MOP HEAD	485-072-00002	NO BID	NO BID	
26	33" X 40" TRASH CAN LINERS	485-075-00002	NO BID	NO BID	
27	38" X 58" BLACK TRASH BAGS	485-075-00003	NO BID	NO BID	
28	DISCOUNT			10%	

	Clean All Products, Inc. 12945 SE Suzanne Dr. Hobe Sound, FL. 33455 Phone (772) 546-6694 / Fax (772) 546-6630 Contact: Rick Borosky Email: cleanallproducts@yahoo.com
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BID	10%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

BID DUE DATE: August 29, 2019
BID DUE TIME: 10:00am
BID # 043-1412-19/MFD

OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

CleanALL Supply
2551 SW 39th Street, Suite 190
Ft. Lauderdale, FL. 33312
Phone (954) 678-4777 / Fax (954) 678-4778
Contact: Michael Murphy
Email: mmurphy@cleanallsupply.com

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	NO BID	NO BID	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	NO BID	NO BID	
3	GLASS CLEANER	485-011-00006	THE-101277	$1.72	
4	LIQUID BLEACH	485-018-00001	PUR-6-40265-7871	$11.69	
5	TOILET BOWL DISINFECTANT	485-018-00003	ESS-RAC74278CT	$3.19	
6	PINK HAND SOAP	485-018-00005	NO BID	NO BID	
7	LEMON DISINFECTANT	485-018-00006	NO BID	NO BID	
8	RUST REMOVER	485-018-00009	NO BID	NO BID	
9	DEGREASER	485-018-00010	HUE-831	$2.30	
10	ODO-ELIMINATOR	485-018-00016	ESS-ODO911062GA	$12.12	
11	DEGREASER	485-022-00003	NO BID	NO BID	
12	WASP & HORNET SPRAY	485-027-00001	QUE-4390	$4.25	
13	INSECT REPELLENT	485-027-00006	ESS-SJN611081	$5.19	
14	SCRUB BRUSH	485-028-00001	NO BID	NO BID	
15	BOWL BRUSH	485-028-00003	JAN-4000	$0.94	
16	SPONGE WITH SCOURING PAD	485-028-00005	ROY-S740	$0.36	
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	ESS-COL30647	$3.62	
19	DISHWASHING LIQUID	485-038-00001	NO BID	NO BID	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	ESS-RAC77050CT	$5.09	
21	WHITE SHEETING RAGS	485-052-00002	NO BID	NO BID	
22	ALL COTTON WHITE RAGS	485-052-00003	NO BID	NO BID	
23	MOP BUCKET AND WRINGER	485-068-00001	NO BID	NO BID	
24	DUST MOP HEAD	485-070-00001	NO BID	NO BID	
25	24 OZ COTTON MOP HEAD	485-072-00002	JAN-3024	$2.09	
26	33" X 40" TRASH CAN LINERS	485-075-00002	INT-VALH3340N13	$21.93	
27	38" X 58" BLACK TRASH BAGS	485-075-00003	FLE-GATRL60XH	$15.85	
28	DISCOUNT			20%	

	CleanALL Supply 2551 SW 39th Street, Suite 190 Ft. Lauderdale, FL. 33312 Phone (954) 678-4777 / Fax (954) 678-4778 Contact: Michael Murphy Email: mmurphy@cleanallsupply.com
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN B	20%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

BID DUE DATE: August 29, 2019
BID DUE TIME: 10:00am
BID # 043-1412-19/MFD

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Imperial Dade
9601 NW 112th Ave
Miami, FL. 33178
Phone (305) 805-2600 / Fax (305) 777-6152
Contact: Vickie Scaglione
Email: vscaglione@imperialdade.com

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	C00081-02775	$4.16	12
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	C00007	$2.49	12
3	GLASS CLEANER	485-011-00006	F00015	$1.47	12
4	LIQUID BLEACH	485-018-00001	G00077-11008745041	$2.19	6
5	TOILET BOWL DISINFECTANT	485-018-00003	L01211	$1.74	4
6	PINK HAND SOAP	485-018-00005	L00011	$3.79	4
7	LEMON DISINFECTANT	485-018-00006	C00009-0470	$9.12	4
8	RUST REMOVER	485-018-00009	L01185	$5.04	4
9	DEGREASER	485-018-00010	D00998	$3.71	4
10	ODO-ELIMINATOR	485-018-00016	C00116	$2.93	Quarts
11	DEGREASER	485-022-00003	A00049	$325.08	1
12	WASP & HORNET SPRAY	485-027-00001	E00024	$3.89	12
13	INSECT REPELLENT	485-027-00006	NO BID	NO BID	
14	SCRUB BRUSH	485-028-00001	K01161	$0.89	
15	BOWL BRUSH	485-028-00003	L01280	$0.89	
16	SPONGE WITH SCOURING PAD	485-028-00005	K02102	$0.67	20
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	G00105	$34.96	5 gallon pail
19	DISHWASHING LIQUID	485-038-00001	K01082	$6.59	4
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	NO BID	NO BID	
21	WHITE SHEETING RAGS	485-052-00002	336953	$52.79	
22	ALL COTTON WHITE RAGS	485-052-00003	Z	$66.29	
23	MOP BUCKET AND WRINGER	485-068-00001	D11136	$49.14	
24	DUST MOP HEAD	485-070-00001	Y25360	$4.88	
25	24 OZ COTTON MOP HEAD	485-072-00002	D07250	$2.04	
26	33" X 40" TRASH CAN LINERS	485-075-00002	061976	$21.14	500 PER CASE
27	38" X 58" BLACK TRASH BAGS	485-075-00003	061093	$19.68	100 PER CASE
28	DISCOUNT			30%	

	Imperial Dade 9601 NW 112th Ave Miami, FL. 33178 Phone (305) 805-2600 / Fax (305) 777-6152 Contact: Vickie Scaglione Email: vscaglione@imperialdade.com
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BI	30%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

BID DUE DATE: August 29, 2019
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BID # 043-1412-19/MFD

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Interboro Packaging
114 Bracken Road
Montgomery, NY 12549
Phone (845) 782-6800 / Fax (845) 781-2450
Contact: Toby Ginhorn
Email: interboro@frontiernet.net

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	NO BID	NO BID	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	NO BID	NO BID	
3	GLASS CLEANER	485-011-00006	NO BID	NO BID	
4	LIQUID BLEACH	485-018-00001	NO BID	NO BID	
5	TOILET BOWL DISINFECTANT	485-018-00003	NO BID	NO BID	
6	PINK HAND SOAP	485-018-00005	NO BID	NO BID	
7	LEMON DISINFECTANT	485-018-00006	NO BID	NO BID	
8	RUST REMOVER	485-018-00009	NO BID	NO BID	
9	DEGREASER	485-018-00010	NO BID	NO BID	
10	ODO-ELIMINATOR	485-018-00016	NO BID	NO BID	
11	DEGREASER	485-022-00003	NO BID	NO BID	
12	WASP & HORNET SPRAY	485-027-00001	NO BID	NO BID	
13	INSECT REPELLENT	485-027-00006	NO BID	NO BID	
14	SCRUB BRUSH	485-028-00001	NO BID	NO BID	
15	BOWL BRUSH	485-028-00003	NO BID	NO BID	
16	SPONGE WITH SCOURING PAD	485-028-00005	NO BID	NO BID	
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	NO BID	NO BID	
19	DISHWASHING LIQUID	485-038-00001	NO BID	NO BID	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	NO BID	NO BID	
21	WHITE SHEETING RAGS	485-052-00002	NO BID	NO BID	
22	ALL COTTON WHITE RAGS	485-052-00003	NO BID	NO BID	
23	MOP BUCKET AND WRINGER	485-068-00001	NO BID	NO BID	
24	DUST MOP HEAD	485-070-00001	NO BID	NO BID	
25	24 OZ COTTON MOP HEAD	485-072-00002	NO BID	NO BID	
26	33" X 40" TRASH CAN LINERS	485-075-00002	INT-3340-H	$27.32	500 PER CASE
27	38" X 58" BLACK TRASH BAGS	485-075-00003	INT-3858-SUPER EXH	$19.48	100 PER CASE
28	DISCOUNT			50%	

	Interboro Packaging 114 Bracken Road Montgomery, NY 12549 Phone (845) 782-6800 / Fax (845) 781-2450 Contact: Toby Ginhorn Email: interboro@frontiernet.net
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED WOMEN OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED	50%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

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Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Phone (800) 646-8150 / Fax (847) 949-2497
Contact: Chris Powers
Email: govbids@medline.com

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	NO BID	NO BID	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	EBSCHEM711	$2.7166	
3	GLASS CLEANER	485-011-00006	EVSCHEM201	$2.1116	
4	LIQUID BLEACH	485-018-00001	LGSKIKBLEACH6	$2.7366	
5	TOILET BOWL DISINFECTANT	485-018-00003	EVSCHEM430	$1.7116	
6	PINK HAND SOAP	485-018-00005	NO BID	NO BID	
7	LEMON DISINFECTANT	485-018-00006	NO BID	NO BID	
8	RUST REMOVER	485-018-00009	EVSCHEM440	$1.7850	
9	DEGREASER	485-018-00010	EVSCHEM460	$2.5925	
10	ODO-ELIMINATOR	485-018-00016	EVSCHEM480	$3.9250	
11	DEGREASER	485-022-00003	EVSCHEM460	$2.5925	
12	WASP & HORNET SPRAY	485-027-00001	NO BID	NO BID	
13	INSECT REPELLENT	485-027-00006	NO BID	NO BID	
14	SCRUB BRUSH	485-028-00001	EVSTOOL412	$2.0800	
15	BOWL BRUSH	485-028-00003	EVSTOOL412	$2.0800	
16	SPONGE WITH SCOURING PAD	485-028-00005	EVSHPAD11GCS	$0.8185	
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	NO BID	NO BID	
19	DISHWASHING LIQUID	485-038-00001	NO BID	NO BID	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	NO BID	NO BID	
21	WHITE SHEETING RAGS	485-052-00002	NO BID	NO BID	
22	ALL COTTON WHITE RAGS	485-052-00003	NO BID	NO BID	
23	MOP BUCKET AND WRINGER	485-068-00001	NO BID	NO BID	
24	DUST MOP HEAD	485-070-00001	GSC25136	$9.3700	
25	24 OZ COTTON MOP HEAD	485-072-00002	GSC72303	$6.9225	
26	33" X 40" TRASH CAN LINERS	485-075-00002	EVSBH334012N	$21.5400	
27	38" X 58" BLACK TRASH BAGS	485-075-00003	NONTGG58XXHRL	$26.3600	
28	DISCOUNT			20%	

	Medline Industries, Inc. Three Lakes Drive Northfield, IL 60093 Phone (800) 646-8150 / Fax (847) 949-2497 Contact: Chris Powers Email: govbids@medline.com
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BID	20%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

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PRIDE Enterprises
223 Morrison Road
Brandon, FL. 33511
Phone (866) 283-6819 / Fax (727) 570-3449
Contact: John R. McCleese
Email: bids@pride-enterprises.org

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	NO BID	NO BID	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	NO BID	NO BID	
3	GLASS CLEANER	485-011-00006	64400600	$2.21	
4	LIQUID BLEACH	485-018-00001	64400200	$2.10	
5	TOILET BOWL DISINFECTANT	485-018-00003	64800400	$10.80	
6	PINK HAND SOAP	485-018-00005	64700400	$5.84	
7	LEMON DISINFECTANT	485-018-00006	64401300	$2.47	
8	RUST REMOVER	485-018-00009	64300800	$3.24	
9	DEGREASER	485-018-00010	64404600	$2.80	
10	ODO-ELIMINATOR	485-018-00016	NO BID	NO BID	
11	DEGREASER	485-022-00003	64301100	$158.62	
12	WASP & HORNET SPRAY	485-027-00001	NO BID	NO BID	
13	INSECT REPELLENT	485-027-00006	NO BID	NO BID	
14	SCRUB BRUSH	485-028-00001	00027	$0.78	
15	BOWL BRUSH	485-028-00003	NO BID	NO BID	
16	SPONGE WITH SCOURING PAD	485-028-00005	64900067	$0.38	
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	NO BID	NO BID	
19	DISHWASHING LIQUID	485-038-00001	64100600	$5.36	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	NO BID	NO BID	
21	WHITE SHEETING RAGS	485-052-00002	NO BID	NO BID	
22	ALL COTTON WHITE RAGS	485-052-00003	NO BID	NO BID	
23	MOP BUCKET AND WRINGER	485-068-00001	T01007	$44.62	
24	DUST MOP HEAD	485-070-00001	DMTL-13536W	$6.36	
25	24 OZ COTTON MOP HEAD	485-072-00002	CM-2024S	$2.28	
26	33" X 40" TRASH CAN LINERS	485-075-00002	64900057	$40.00	
27	38" X 58" BLACK TRASH BAGS	485-075-00003	64900057	$33.49	
28	DISCOUNT			0%	

	PRIDE Enterprises 223 Morrison Road Brandon, FL. 33511 Phone (866) 283-6819 / Fax (727) 570-3449 Contact: John R. McCleese Email: bids@pride-enterprises.org
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN	0%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

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Pyramid School Products
6510 North 54th Street
Tampa, FL. 33610-1908
Phone (800) 792-2644 / Fax (813) 621-7688
Contact: Kenneth D. Miller
Email: kenny@pyramidsp.com

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	RAC02775CT	$3.39	12
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	CHAMPION 4104	$2.69	12
3	GLASS CLEANER	485-011-00006	CLO00459CT	$3.45	12
4	LIQUID BLEACH	485-018-00001	NO BID	NO BID	
5	TOILET BOWL DISINFECTANT	485-018-00003	NO BID	NO BID	
6	PINK HAND SOAP	485-018-00005	5031-420-02	$11.98	4
7	LEMON DISINFECTANT	485-018-00006	NO BID	NO BID	
8	RUST REMOVER	485-018-00009	NO BID	NO BID	
9	DEGREASER	485-018-00010	NO BID	NO BID	
10	ODO-ELIMINATOR	485-018-00016	NO BID	NO BID	
11	DEGREASER	485-022-00003	NO BID	NO BID	
12	WASP & HORNET SPRAY	485-027-00001	SJN668006	$4.89	12
13	INSECT REPELLENT	485-027-00006	SJN611081	$5.86	12
14	SCRUB BRUSH	485-028-00001	ABCO 00027	$1.19	12
15	BOWL BRUSH	485-028-00003	ABCO 00017	$1.29	12
16	SPONGE WITH SCOURING PAD	485-028-00005	70CHD	$0.50	40
17	LIQUID TIDE	485-037-00003	PGC08886	$17.99	4
18	VIVID COLOR SAFE BLEACH	485-037-00004	NO BID	NO BID	
19	DISHWASHING LIQUID	485-038-00001	NO BID	NO BID	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	RAC77050CT	$5.29	8
21	WHITE SHEETING RAGS	485-052-00002	NO BID	NO BID	
22	ALL COTTON WHITE RAGS	485-052-00003	NO BID	NO BID	
23	MOP BUCKET AND WRINGER	485-068-00001	758088YEL	$47.98	
24	DUST MOP HEAD	485-070-00001	618	$5.57	12
25	24 OZ COTTON MOP HEAD	485-072-00002	CM2024$	$2.79	12
26	33" X 40" TRASH CAN LINERS	485-075-00002	NR334011N/K	$25.98	500 PER CASE
27	38" X 58" BLACK TRASH BAGS	485-075-00003	KM3858XXH	$24.95	100 PER CASE
28	DISCOUNT			20%	

	Pyramid School Products 6510 North 54th Street Tampa, FL. 33610-1908 Phone (800) 792-2644 / Fax (813) 621-7688 Contact: Kenneth D. Miller Email: kenny@pyramidsp.com
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN	20%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS
AND JANITORIAL SUPPLIES

BID DUE DATE: August 29, 2019
BID DUE TIME: 10:00am
BID # 043-1412-19/MFD

OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE RECEIVING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE."

Unipak Crop.
PO Box 300027
Brooklyn, NY 11230
Phone (888) 808-5120 / Fax (718) 677-9371
Contact: Brian Marcus
Email: customercare@unipakcorp.net

ITEM#	DESCRIPTION	COMMODITY #	PART NUMBER	UNIT PRICE	QTY PER CASE
1	LYSOL FOAM CLEANER	485-011-00004	NO BID	NO BID	
2	DISINFECTANT DEORDORANT SPRAY	485-011-00005	NO BID	NO BID	
3	GLASS CLEANER	485-011-00006	NO BID	NO BID	
4	LIQUID BLEACH	485-018-00001	NO BID	NO BID	
5	TOILET BOWL DISINFECTANT	485-018-00003	NO BID	NO BID	
6	PINK HAND SOAP	485-018-00005	NO BID	NO BID	
7	LEMON DISINFECTANT	485-018-00006	NO BID	NO BID	
8	RUST REMOVER	485-018-00009	NO BID	NO BID	
9	DEGREASER	485-018-00010	NO BID	NO BID	
10	ODO-ELIMINATOR	485-018-00016	NO BID	NO BID	
11	DEGREASER	485-022-00003	NO BID	NO BID	
12	WASP & HORNET SPRAY	485-027-00001	NO BID	NO BID	
13	INSECT REPELLENT	485-027-00006	NO BID	NO BID	
14	SCRUB BRUSH	485-028-00001	NO BID	NO BID	
15	BOWL BRUSH	485-028-00003	NO BID	NO BID	
16	SPONGE WITH SCOURING PAD	485-028-00005	NO BID	NO BID	
17	LIQUID TIDE	485-037-00003	NO BID	NO BID	
18	VIVID COLOR SAFE BLEACH	485-037-00004	NO BID	NO BID	
19	DISHWASHING LIQUID	485-038-00001	NO BID	NO BID	
20	DISHWASHING TABLETS FOR DISHWASHER	485-038-00002	NO BID	NO BID	
21	WHITE SHEETING RAGS	485-052-00002	NO BID	NO BID	
22	ALL COTTON WHITE RAGS	485-052-00003	NO BID	NO BID	
23	MOP BUCKET AND WRINGER	485-068-00001	NO BID	NO BID	
24	DUST MOP HEAD	485-070-00001	NO BID	NO BID	
25	24 OZ COTTON MOP HEAD	485-072-00002	NO BID	NO BID	
26	33" X 40" TRASH CAN LINERS	485-075-00002	NO BID	NO BID	
27	38" X 58" BLACK TRASH BAGS	485-075-00003	UPC 60XH	$15.70	100 PER CASE
28	DISCOUNT			10%	

	Unipak Crop. PO Box 300027 Brooklyn, NY 11230 Phone (888) 808-5120 / Fax (718) 677-9371 Contact: Brian Marcus Email: customercare@unipakcorp.net
BIDDER ACKNOWLEDGEMENT	YES
NONCOLLUSION AFFIDAVIT	YES
ANTI-KICKBACK AFFIDAVIT	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG-FREE WORKPLACE	YES
DISCOUNT OFF OF LIST PRICE FOR ITEMS NOT COVERED IN BID	10%
PALM BEACH COUNTY INSPECTOR GENERAL	YES
LOCAL BUSINESS	SUBMITTED NOT A LOCAL BUSINESS
SCRUTINIZED COMPANIES	YES
ADDENDUM	NONE
COMMENTS	

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES

ATTACHMENT "B" - PROPOSAL SHEETS

BID NO.: 043-1412-19/MFD

****SUBMITTED INFORMATION MUST BE LEGIBLE****

VENDOR NAME:

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
1	485-011-00004	LYSOL FOAM CLEANER 24 OZ CAN / INDUSTRIAL STRENGTH / LYSOL BRAND ONLY	EA	576	RAC02775	3.8	12
2	485-011-00005	DISINFECTANT DEORDORANT SPRAY 16.5 OZ CAN / CHAMPION OR EQUIVALENT	EA	288	CHP5157	3.55	12
3	485-011-00006	GLASS CLEANER WITH TRIGGER 32 OZ SPRAY BOTTLE / CLOROX BRAND OR EQUIVALENT	EA	288	BWK47112AEA	3.41	12
4	485-018-00001	LIQUID BLEACH 1 GALLON BOTTLE / CLOROX BRAND OR EQUIVELANT	EA	288	KIKBLEACH6	2.99	6
5	485-018-00003	TOILET BOWL DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84	RAC74278EA	3.51	12
6	485-018-00005	PINK HAND SOAP 1 GALLON BOTTLE / ANY BRAND	EA	4	BWK410EA	5.68	4
7	485-018-00006	LEMON DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84	RAC76334	16.09	4
8	485-018-00009	RUST REMOVER 1 GALLON BOTTLE / ANY BRAND	EA	60	JELCL4PROEA	31	4
9	485-018-00010	DEGREASER 1 GALLON BOTTLE / PREMIUM HEAVY DUTY / ANY BRAND	EA	144	EGLSD	6.5	4
10	485-018-00016	ODO-ELIMINATOR 1 GALLON BOTTLE / ODOBAN BRAND ONLY	EA	84	ODO911062G4EA	13.95	4
11	485-022-00003	DEGREASER 55 GALLON DRUM / FOR HEAVY DUTY TRUCK CLEANING / ANY BRAND	EA	5	EGHDD	467.5	1
12	485-027-00001	WASP & HORNET SPRAY 14 OZ CAN / RAID BRAND ONLY	EA	72	SJN668006	6.84	12
13	485-027-00006	INSECT REPELLENT 8 OZ CAN / OFF DEEP WOODS BRAND ONLY / WITH DEET	EA	72	SJN611081EA	7.12	12
14	485-028-00001	SCRUB BRUSH STANDARD HARD BRISTLE BRUSH WITH LOOPING HANDLE	EA	24	RCP6482COB	3.2	12
15	485-028-00003	BOWL BRUSH STANDARD BOWL BRUSH WITH 12" HANDLE	EA	12	RCP631000WE	3.42	24

Signature Tracey J. Felder Print Tracey J. Felder Date 8/9/19

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
16	485-028-00005	SPONGE WITH SCOURING PAD STANDARD SPONGE WITH GREEN SCOURING PAD / 3M BRAND OR EQUIVALENT	EA	500	MMM74CC	1.4	20
17	485-037-00003	LIQUID TIDE 100 OZ BOTTLE / TIDE BRAND ONLY / "he" COMPLIANT	EA	288	PGC08886EA	22.88	4
18	485-037-00004	CHLORINE FREE - COLOR SAFE BLEACH 1 GALLON BOTTLE / ANY BRAND	EA	120	DIA00145	51.91	1
19	485-038-00001	DISHWASHING LIQUID 1 GALLON BOTTLE / ANY BRAND	EA	72	CPC46303	3	9
20	485-038-00002	DISHWASHING TABLETS 18.2 OZ BOX WITH 26 TABS / FINISH BRAND / POWERBALL	BOX	84	RAC98942EA	22.56	88
21	485-052-00002	WHITE SHEETING RAGS BOX OF MISCELLANEOUS WHITE SHEETING RAGS	BOX	50	UFSN250CW01	10.47	12 bags
22	485-052-00003	ALL COTTON WHITE RAGS BOX OF MISCELLANEOUS WHITE COTTON RAGS	BOX	50	HOS53725	66.61	5lbs
23	485-068-00001	MOP BUCKET AND WRINGER BRUTE BUCKET & 6127 SIDE PRESSURE WRINGER / RUBBERMAID BRAND ONLY	EA	1	RCPFG758088YEL	126.76	1
24	485-070-00001	DUST MOP HEAD 36" LENGTH	EA	12	BWK1136	17.5	12
25	485-072-00002	24 OZ COTTON MOP HEAD HEAVY DUTY	EA	48	BWK424CEA	9.41	12
26	485-075-00002	33" X 40" TRASH CAN LINERS CLEAR / 12 MICRON / CASE OF 500	CASE	30	JAGRH3340M	58.87	500
27	485-075-00003	38" X 58" BLACK TRASH BAGS 1.5 MIL THICK / HEAVY DUTY / CASE OF 100	CASE	250	JAGR3858H	38.58	100
28	DISCOUNT	FOR ITEMS NO LISTED/COVERED, A PERCENTAGE DISCOUNT OFF CATALOG LIST PRICE TO BE EXTENDED TO THE CITY	DISCOUNT OFF LIST PRICE		30 %		

Signature Tracy J. Felder Print Tracy J. Felder Date 8/9/19

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES

ATTACHMENT "B" - PROPOSAL SHEETS

BID NO.: 043-1412-19/MFD

****SUBMITTED INFORMATION MUST BE LEGIBLE****

VENDOR NAME:

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
1	485-011-00004	LYSOL FOAM CLEANER	EA	576			
		24 OZ CAN / INDUSTRIAL STRENGTH / LYSOL BRAND ONLY					
2	485-011-00005	DISINFECTANT DEORDORANT SPRAY	EA	288			
		16.5 OZ CAN / CHAMPION OR EQUIVALENT					
3	485-011-00006	GLASS CLEANER WITH TRIGGER	EA	288			
		32 OZ SPRAY BOTTLE / CLOROX BRAND OR EQUIVALENT					
4	485-018-00001	LIQUID BLEACH	EA	288			
		1 GALLON BOTTLE / CLOROX BRAND OR EQUIVELANT					
5	485-018-00003	TOILET BOWL DISINFECTANT	EA	84			
		1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND					
6	485-018-00005	PINK HAND SOAP	EA	4			
		1 GALLON BOTTLE / ANY BRAND					
7	485-018-00006	LEMON DISINFECTANT	EA	84			
		1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND					
8	485-018-00009	RUST REMOVER	EA	60			
		1 GALLON BOTTLE / ANY BRAND					
9	485-018-00010	DEGREASER	EA	144			
		1 GALLON BOTTLE / PREMIUM HEAVY DUTY / ANY BRAND					
10	485-018-00016	ODO-ELIMINATOR	EA	84			
		1 GALLON BOTTLE / ODOBAN BRAND ONLY					
11	485-022-00003	DEGREASER	EA	5			
		55 GALLON DRUM / FOR HEAVY DUTY TRUCK CLEANING / ANY BRAND					
12	485-027-00001	WASP & HORNET SPRAY	EA	72			
		14 OZ CAN / RAID BRAND ONLY					
13	485-027-00006	INSECT REPELLENT	EA	72			
		8 OZ CAN / OFF DEEP WOODS BRAND ONLY / WITH DEET					
14	485-028-00001	SCRUB BRUSH	EA	24			
		STANDARD HARD BRISTLE BRUSH WITH LOOPING HANDLE					
15	485-028-00003	BOWL BRUSH	EA	12			
		STANDARD BOWL BRUSH WITH 12" HANDLE					

Signature [signature] Print Rick Bonesky Date 8-9-19

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
16	485-028-00005	SPONGE WITH SCOURING PAD	EA	500			
		STANDARD SPONGE WITH GREEN SCOURING PAD / 3M BRAND OR EQUIVALENT					
17	485-037-00003	LIQUID TIDE	EA	288			
		100 OZ BOTTLE / TIDE BRAND ONLY / "he" COMPLIANT					
18	485-037-00004	CHLORINE FREE - COLOR SAFE BLEACH	EA	120			
		1 GALLON BOTTLE / ANY BRAND					
19	485-038-00001	DISHWASHING LIQUID	EA	72			
		1 GALLON BOTTLE / ANY BRAND					
20	485-038-00002	DISHWASHING TABLETS FOR DISHWASHER	BOX	84			
		18.2 OZ BOX WITH 26 TABS / FINISH BRAND / POWERBALL					
21	485-052-00002	WHITE SHEETING RAGS	BOX	50	CAPWS10	$9.29	
		BOX OF MISCELLANEOUS WHITE SHEETING RAGS					
22	485-052-00003	ALL COTTON WHITE RAGS	BOX	50	CAPWT10	$16.39	
		BOX OF MISCELLANEOUS WHITE COTTON RAGS					
23	485-068-00001	MOP BUCKET AND WRINGER	EA	1			
		BRUTE BUCKET & 6127 SIDE PRESSURE WRINGER / RUBBERMAID BRAND ONLY					
24	485-070-00001	DUST MOP HEAD	EA	12			
		36" LENGTH					
25	485-072-00002	24 OZ COTTON MOP HEAD	EA	48			
		HEAVY DUTY					
26	485-075-00002	33" X 40" TRASH CAN LINERS	CASE	30			
		CLEAR / 12 MICRON / CASE OF 500					
27	485-075-00003	38" X 58" BLACK TRASH BAGS	CASE	250			
		1.5 MIL THICK / HEAVY DUTY / CASE OF 100					
28	DISCOUNT	FOR ITEMS NO LISTED/COVERED, A PERCENTAGE DISCOUNT	DISCOUNT OFF				
		OFF CATALOG LIST PRICE TO BE EXTENDED TO THE CITY	LIST PRICE			10.00%	

Signature Rick Borosky Print Rick Borosky Date 08/09/19

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES

ATTACHMENT "B" - PROPOSAL SHEETS

BID NO.: 043-1412-19/MFD

****SUBMITTED INFORMATION MUST BE LEGIBLE****

VENDOR NAME:

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
1	485-011-00004	LYSOL FOAM CLEANER 24 OZ CAN / INDUSTRIAL STRENGTH / LYSOL BRAND ONLY	EA	576		NO BID	
2	485-011-00005	DISINFECTANT DEORDORANT SPRAY 16.5 OZ CAN / CHAMPION OR EQUIVALENT	EA	288		NO BID	
3	485-011-00006	GLASS CLEANER WITH TRIGGER 32 OZ SPRAY BOTTLE / CLOROX BRAND OR EQUIVALENT	EA	288	THE-101277	1.72	12
4	485-018-00001	LIQUID BLEACH 1 GALLON BOTTLE / CLOROX BRAND OR EQUIVELANT	EA	288	PUR--6-40265-7871	11.69	6
5	485-018-00003	TOILET BOWL DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84	ESS-RAC74278CT	3.19	12
6	485-018-00005	PINK HAND SOAP 1 GALLON BOTTLE / ANY BRAND	EA	4		NO BID	
7	485-018-00006	LEMON DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84		NO BID	
8	485-018-00009	RUST REMOVER 1 GALLON BOTTLE / ANY BRAND	EA	60		NO BID	
9	485-018-00010	DEGREASER 1 GALLON BOTTLE / PREMIUM HEAVY DUTY / ANY BRAND	EA	144	HUE-831	2.3	4
10	485-018-00016	ODO-ELIMINATOR 1 GALLON BOTTLE / ODOBAN BRAND ONLY	EA	84	ESS-ODO911062GA	12.12	4
11	485-022-00003	DEGREASER 55 GALLON DRUM / FOR HEAVY DUTY TRUCK CLEANING / ANY BRAND	EA	5		NO BID	
12	485-027-00001	WASP & HORNET SPRAY 14 OZ CAN / RAID BRAND ONLY	EA	72	QUE-4390	4.25	12
13	485-027-00006	INSECT REPELLENT 8 OZ CAN / OFF DEEP WOODS BRAND ONLY / WITH DEET	EA	72	ESS-SJN611081	5.19	12
14	485-028-00001	SCRUB BRUSH STANDARD HARD BRISTLE BRUSH WITH LOOPING HANDLE	EA	24		NO BID	
15	485-028-00003	BOWL BRUSH STANDARD BOWL BRUSH WITH 12" HANDLE	EA	12	JAN-4000	0.94	12

Signature _____ Print Michael Murphy Date 8/27/19

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
16	485-028-00005	SPONGE WITH SCOURING PAD STANDARD SPONGE WITH GREEN SCOURING PAD / 3M BRAND OR EQUIVALENT	EA	500	ROY-S740	0.36	48
17	485-037-00003	LIQUID TIDE 100 OZ BOTTLE / TIDE BRAND ONLY / "he" COMPLIANT	EA	288		NO BID	
18	485-037-00004	CHLORINE FREE - COLOR SAFE BLEACH 1 GALLON BOTTLE / ANY BRAND	EA	120	ESS-COL30847	3.62	8
19	485-038-00001	DISHWASHING LIQUID 1 GALLON BOTTLE / ANY BRAND	EA	72		NO BID	
20	485-038-00002	DISHWASHING TABLETS FOR DISHWASHER 18.2 OZ BOX WITH 26 TABS / FINISH BRAND / POWERBALL	BOX	84	ESS-RAC77050CT	5.09	8
21	485-052-00002	WHITE SHEETING RAGS BOX OF MISCELLANEOUS WHITE SHEETING RAGS	BOX	50		NO BID	
22	485-052-00003	ALL COTTON WHITE RAGS BOX OF MISCELLANEOUS WHITE COTTON RAGS	BOX	50		NO BID	
23	485-068-00001	MOP BUCKET AND WRINGER BRUTE BUCKET & 6127 SIDE PRESSURE WRINGER / RUBBERMAID BRAND ONLY	EA	1		NO BID	
24	485-070-00001	DUST MOP HEAD 36" LENGTH	EA	12		NO BID	
25	485-072-00002	24 OZ COTTON MOP HEAD HEAVY DUTY	EA	48	JAN-3024	2.09	12
26	485-075-00002	33" X 40" TRASH CAN LINERS CLEAR / 12 MICRON / CASE OF 500	CASE	30	INT-VALH3340N13	21.93	500
27	485-075-00003	38" X 58" BLACK TRASH BAGS 1.5 MIL THICK / HEAVY DUTY / CASE OF 100	CASE	250	FLE-GATRL60XH	15.85	100
28	DISCOUNT	FOR ITEMS NO LISTED/COVERED, A PERCENTAGE DISCOUNT OFF CATALOG LIST PRICE TO BE EXTENDED TO THE CITY	DISCOUNT OFF LIST PRICE			20%	

Signature _____ Print MICHAEL MURPHY Date 8/27/19

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES

ATTACHMENT "B" - PROPOSAL SHEETS

BID NO.: 043-1412-19/MFD

****SUBMITTED INFORMATION MUST BE LEGIBLE****

VENDOR NAME: IMPERIAL DADE

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
1	485-011-00004	LYSOL FOAM CLEANER 24 OZ CAN / INDUSTRIAL STRENGTH / LYSOL BRAND ONLY	EA	576	C00081- 02775 LYSOL FOAM SPRAY CLNER 12/24oz/CS	$ 4.16	12
2	485-011-00005	DISINFECTANT DEORDORANT SPRAY 16.5 OZ CAN / CHAMPION OR EQUIVALENT	EA	288	C00007 VB CL1002 DISINFECTANT SPRAY 12/17ozNET WT/CS	$ 2.49	12
3	485-011-00006	GLASS CLEANER WITH TRIGGER 32 OZ SPRAY BOTTLE / CLOROX BRAND OR EQUIVALENT	EA	288	F00015- VIC BAY ALCOHOL GLASS & SURFACE CLNR RTU 12/32oz/CS	$ 1.47	12
4	485-018-00001	LIQUID BLEACH 1 GALLON BOTTLE / CLOROX BRAND OR EQUIVELANT	EA	288	G00077- 11008745041 VIC BAY GERMICIDAL BLEACH 6/1GAL/CASE	$ 2.19	6
5	485-018-00003	TOILET BOWL DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84	L01211- VIC BAY 20%HCL DISINFECTANT BATHROON CLEANER 4/1GAL/CS VB	$ 1.74	4
6	485-018-00005	PINK HAND SOAP 1 GALLON BOTTLE / ANY BRAND	EA	4	L00011 VIC BAY 4/1 PINK LOTION HAND SOAP 4/1 GAL/CS VB	$ 3.79	4
7	485-018-00006	LEMON DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84	C00009- 0470 4/1 LEMON DETERG/DISINFCT 4/GAL/CS VB	$ 9.12	4
8	485-018-00009	RUST REMOVER 1 GALLON BOTTLE / ANY BRAND	EA	60	L01185- VIC BAY RUST STAIN REMOVER 601300-41 4/1GAL/CS	$ 5.04	4
9	485-018-00010	DEGREASER 1 GALLON BOTTLE / PREMIUM HEAVY DUTY / ANY BRAND	EA	144	D00998- VIC BAY RD- H/D DEGREASER 4/1GAL/CS VB	$ 3.71	4
10	485-018-00016	ODO-ELIMINATOR 1 GALLON BOTTLE / ODOBAN BRAND ONLY	EA	84	C00116 VIC BAY CAPRI ODOR NEUTRALIZER **QUARTS**	$ 2.93	12QTS*****
11	485-022-00003	DEGREASER 55 GALLON DRUM / FOR HEAVY DUTY TRUCK CLEANING / ANY BRAND	EA	5	A00049- VIC BAY 083200-55 MAXIM TRUCK WASH 55GAL DRUM	325.08	1
12	485-027-00001	WASP & HORNET SPRAY 14 OZ CAN / RAID BRAND ONLY	EA	72	E00024 - VIC BAY CP005 WASP SPRAY 12/20oz	3.89	12
13	485-027-00006	INSECT REPELLENT 8 OZ CAN / OFF DEEP WOODS BRAND ONLY / WITH DEET	EA	72	NO BID	NO BID	NO BID
14	485-028-00001	SCRUB BRUSH STANDARD HARD BRISTLE BRUSH WITH LOOPING HANDLE	EA	24	K01161 - ABCO 00027 SCRUB BRUSH	0.89	EACH
15	485-028-00003	BOWL BRUSH STANDARD BOWL BRUSH WITH 12" HANDLE	EA	12	L01280- ABCO 00017 BOWL BRUSH	0.69	EACH

Signature Vickie Scaglione Print VICKIE SCAGLIONE Date AUG 26 2019

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
16	485-028-00005	SPONGE WITH SCOURING PAD STANDARD SPONGE WITH GREEN SCOURING PAD / 3M BRAND OR EQUIVALENT	EA	500	K02102- 74D PREM SCRUBBING SPONGE YELL /GRN 3.5"x6" 70071284767 20/CS	$ 0.67	20
17	485-037-00003	LIQUID TIDE 100 OZ BOTTLE / TIDE BRAND ONLY / "he" COMPLIANT	EA	288	NO BID	NO BID	NO BID
18	485-037-00004	CHLORINE FREE - COLOR SAFE BLEACH 1 GALLON BOTTLE / ANY BRAND	EA	24	G00105 VIC BAY OXISAFE ALL FABRIC BLEACH 5GL PAIL	34.96	5GL PL***
19	485-038-00001	DISHWASHING LIQUID 1 GALLON BOTTLE / ANY BRAND	EA	72	K01082 VIC BAY LOW TEMP MACHINE DISHWASH DISH DETERGENT 4/1GAL/CASE	$ 6.59	4
20	485-038-00002	DISHWASHING TABLETS FOR DISHWASHER 18.2 OZ BOX WITH 26 TABS / FINISH BRAND / POWERBALL	BOX	84	NO BID	NO BID	NO BID
21	485-052-00002	WHITE SHEETING RAGS BOX OF MISCELLANEOUS WHITE SHEETING RAGS	BOX	50	336953 HOSPECO 355-50, 50# BOX	52.79	50# BOX
22	485-052-00003	ALL COTTON WHITE RAGS BOX OF MISCELLANEOUS WHITE COTTON RAGS	BOX	50	Z- HOSPECO 340-50 50# BOX	66.29	50# BOX
23	485-068-00001	MOP BUCKET AND WRINGER BRUTE BUCKET & 6127 SIDE PRESSURE WRINGER / RUBBERMAID BRAND ONLY	EA	1	D11136- 7580-88 35QT YELLOW MOP BUCKET SIDE PRESS WRINGER COMBO 1EA	$ 49.14	EACH
24	485-070-00001	DUST MOP HEAD 36" LENGTH	EA	12	Y25360 ABCO DMTL12536DBC 5x36 DUST MOP WHITE 1EACH	$ 4.88	EACH
25	485-072-00002	24 OZ COTTON MOP HEAD HEAVY DUTY	EA	48	D07250- CM2024S #24 CUT-END COTTON MOPHEADS EA	$ 2.04	EACH
26	485-075-00002	33" X 40" TRASH CAN LINERS CLEAR / 12 MICRON / CASE OF 500	CASE	30	061976- VIC BAY/HD3301 33x40 CLEAR HDPE ROLLS 500/CS	$ 21.14	500
27	485-075-00003	38" X 58" BLACK TRASH BAGS 1.5 MIL THICK / HEAVY DUTY / CASE OF 100	CASE	250	061093 VIC BAY 3858BL1.5 1.5ML BLK LINER 100/CS	$ 19.68	100
28	DISCOUNT	FOR ITEMS NO LISTED/COVERED, A PERCENTAGE DISCOUNT OFF CATALOG LIST PRICE TO BE EXTENDED TO THE CITY	DISCOUNT OFF LIST PRICE		30%		

Signature Vickie Scaglione Print VICKIE SCAGLIONE Date AUG 26 2019

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES

ATTACHMENT "B" - PROPOSAL SHEETS

BID NO.: 043-1412-19/MFD

****SUBMITTED INFORMATION MUST BE LEGIBLE****

VENDOR NAME: Medline Industries, Inc.

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
1	485-011-00004	LYSOL FOAM CLEANER 24 OZ CAN / INDUSTRIAL STRENGTH / LYSOL BRAND ONLY	EA	576			
2	485-011-00005	DISINFECTANT DEORDORANT SPRAY 16.5 OZ CAN / CHAMPION OR EQUIVALENT	EA	288	EVSCHEM711	$32.60	12 EA
3	485-011-00006	GLASS CLEANER WITH TRIGGER 32 OZ SPRAY BOTTLE / CLOROX BRAND OR EQUIVALENT	EA	288	EVSCHEM201	$25.34	12 EA
4	485-018-00001	LIQUID BLEACH 1 GALLON BOTTLE / CLOROX BRAND OR EQUIVELANT	EA	288	LGSKIKBLEACH6	$16.42	6 EA
5	485-018-00003	TOILET BOWL DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84	EVSCHEM430	$20.54	12 EA
6	485-018-00005	PINK HAND SOAP 1 GALLON BOTTLE / ANY BRAND	EA	4			
7	485-018-00006	LEMON DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84			
8	485-018-00009	RUST REMOVER 1 GALLON BOTTLE / ANY BRAND	EA	60	EVSCHEM440	$21.42	12 EA
9	485-018-00010	DEGREASER 1 GALLON BOTTLE / PREMIUM HEAVY DUTY / ANY BRAND	EA	144	EVSCHEM460	$31.11	12 EA
10	485-018-00016	ODO-ELIMINATOR 1 GALLON BOTTLE / ODOBAN BRAND ONLY	EA	84	EVSCHEM480	$47.10	12 EA
11	485-022-00003	DEGREASER 55 GALLON DRUM / FOR HEAVY DUTY TRUCK CLEANING / ANY BRAND	EA	5	EVSCHEM460	$31.11	12 EA
12	485-027-00001	WASP & HORNET SPRAY 14 OZ CAN / RAID BRAND ONLY	EA	72			
13	485-027-00006	INSECT REPELLENT 8 OZ CAN / OFF DEEP WOODS BRAND ONLY / WITH DEET	EA	72			
14	485-028-00001	SCRUB BRUSH STANDARD HARD BRISTLE BRUSH WITH LOOPING HANDLE	EA	24	EVSTOOL412	$2.08	1 EA
15	485-028-00003	BOWL BRUSH STANDARD BOWL BRUSH WITH 12" HANDLE	EA	12	EVSTOOL412	$2.08	1 EA

Signature _____ Print: Chris Powers Date: 8/27/2019

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
16	485-028-00005	SPONGE WITH SCOURING PAD STANDARD SPONGE WITH GREEN SCOURING PAD / 3M BRAND OR EQUIVALENT	EA	500	EVSHPAD11GCS	$16.37	20 EA/CS
17	485-037-00003	LIQUID TIDE 100 OZ BOTTLE / TIDE BRAND ONLY / "he" COMPLIANT	EA	288			
18	485-037-00004	CHLORINE FREE - COLOR SAFE BLEACH 1 GALLON BOTTLE / ANY BRAND	EA	120			
19	485-038-00001	DISHWASHING LIQUID 1 GALLON BOTTLE / ANY BRAND	EA	72			
20	485-038-00002	DISHWASHING TABLETS FOR DISHWASHER 18.2 OZ BOX WITH 26 TABS / FINISH BRAND / POWERBALL	BOX	84			
21	485-052-00002	WHITE SHEETING RAGS BOX OF MISCELLANEOUS WHITE SHEETING RAGS	BOX	50			
22	485-052-00003	ALL COTTON WHITE RAGS BOX OF MISCELLANEOUS WHITE COTTON RAGS	BOX	50			
23	485-068-00001	MOP BUCKET AND WRINGER BRUTE BUCKET & 6127 SIDE PRESSURE WRINGER / RUBBERMAID BRAND ONLY	EA	1			
24	485-070-00001	DUST MOP HEAD 36" LENGTH	EA	12	GSC25136	$112.44	12 EA
25	485-072-00002	24 OZ COTTON MOP HEAD HEAVY DUTY	EA	48	GSC72303	$83.07	12 EA
26	485-075-00002	33" X 40" TRASH CAN LINERS CLEAR / 12 MICRON / CASE OF 500	CASE	30	EVSBH334012N	$21.54	500 EA
27	485-075-00003	38" X 58" BLACK TRASH BAGS 1.5 MIL THICK / HEAVY DUTY / CASE OF 100	CASE	250	NONTGG58XXHRL	$26.36	100 EA
28	DISCOUNT	FOR ITEMS NO LISTED/COVERED, A PERCENTAGE DISCOUNT OFF CATALOG LIST PRICE TO BE EXTENDED TO THE CITY	DISCOUNT OFF LIST PRICE		20%		

Signature _____ Print : Chris Powers Date: 8/27/2019

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES

ATTACHMENT "B" - PROPOSAL SHEETS

BID NO.: 043-1412-19/MFD

****SUBMITTED INFORMATION MUST BE LEGIBLE****

VENDOR NAME: PRIDE Enterprises

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
1	485-011-00004	LYSOL FOAM CLEANER 24 OZ CAN / INDUSTRIAL STRENGTH / LYSOL BRAND ONLY	EA	576	No Bid	No Bid	No Bid
2	485-011-00005	DISINFECTANT DEORDORANT SPRAY 16.5 OZ CAN / CHAMPION OR EQUIVALENT	EA	288	No Bid	No Bid	No Bid
3	485-011-00006	GLASS CLEANER WITH TRIGGER PRIDE Clear Shine (Equivalent) 32 OZ SPRAY BOTTLE / CLOROX BRAND OR EQUIVALENT	EA $2.21	288	64400600	$26.52 Per Case	12x1
4	485-018-00001	LIQUID BLEACH PRIDE General Purpose Bleach (Equivalent) 1 GALLON BOTTLE / CLOROX BRAND OR EQUIVELANT	EA $2.10	288	64400200	$8.40 Per Case	4x1
5	485-018-00003	TOILET BOWL DISINFECTANT PRIDE Fresh Breeze TB Disinfectant Bathroom Cleaner 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA 10.8	84	64800400	$43.20 Per Case	4x1
6	485-018-00005	PINK HAND SOAP PRIDE Handy Suds Pink Soap 1 GALLON BOTTLE / ANY BRAND	EA $5.84	4	64700400	$23.36 Per Case	4x1
7	485-018-00006	LEMON DISINFECTANT PRIDE Lemon Bleach 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA $2.47	84	64401300	$9.88 Per Case	4x1
8	485-018-00009	RUST REMOVER PRIDE Rust Away 1 GALLON BOTTLE / ANY BRAND	EA $3.24	60	64300800	$12.96 Per Case	4x1
9	485-018-00010	DEGREASER PRIDE Orange Blast 1 GALLON BOTTLE / PREMIUM HEAVY DUTY / ANY BRAND	EA $2.80	144	64404600	$11.2 Per Case	4x1
10	485-018-00016	ODO-ELIMINATOR 1 GALLON BOTTLE / ODOBAN BRAND ONLY	EA	84	No Bid	No Bid	No Bid
11	485-022-00003	DEGREASER PRIDE Heavy Duty Transit Wash 55 GALLON DRUM / FOR HEAVY DUTY TRUCK CLEANING / ANY BRAND	EA $158.62	5	64300100	$158.62 55 Gal Drum	55 Gal Drum
12	485-027-00001	WASP & HORNET SPRAY 14 OZ CAN / RAID BRAND ONLY	EA	72	No Bid	No Bid	No Bid
13	485-027-00006	INSECT REPELLENT 8 OZ CAN / OFF DEEP WOODS BRAND ONLY / WITH DEET	EA	72	No Bid	No Bid	No Bid
14	485-028-00001	SCRUB BRUSH ABCO Products 6" IRON SCRUB BRUSH STANDARD HARD BRISTLE BRUSH WITH LOOPING HANDLE	EA $0.78	24	00027	$9.36 Per DZ	DZ
15	485-028-00003	BOWL BRUSH STANDARD BOWL BRUSH WITH 12" HANDLE	EA	12	No Bid	No Bid	No Bid

Signature [signature] Print John R. McCleese Date 8/27/2019

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
16	485-028-00005	SPONGE WITH SCOURING PAD STANDARD SPONGE WITH GREEN SCOURING PAD / 3M BRAND OR EQUIVALENT	EA $0.38	500	64900067	$22.80 Per Case	60
17	485-037-00003	LIQUID TIDE 100 OZ BOTTLE / TIDE BRAND ONLY / "he" COMPLIANT	EA	288	No Bid	No Bid	No Bid
18	485-037-00004	CHLORINE FREE - COLOR SAFE BLEACH 1 GALLON BOTTLE / ANY BRAND	EA	120	No Bid	No Bid	No Bid
19	485-038-00001	DISHWASHING LIQUID PRIDE Heavy Duty Pot Scrub 1 GALLON BOTTLE / ANY BRAND	EA $5.36	72	64100600	$21.44 Per Case	4X1
20	485-038-00002	DISHWASHING TABLETS FOR DISHWASHER 18.2 OZ BOX WITH 26 TABS / FINISH BRAND / POWERBALL	BOX	84	No Bid	No Bid	No Bid
21	485-052-00002	WHITE SHEETING RAGS BOX OF MISCELLANEOUS WHITE SHEETING RAGS	BOX	50	No Bid	No Bid	No Bid
22	485-052-00003	ALL COTTON WHITE RAGS BOX OF MISCELLANEOUS WHITE COTTON RAGS	BOX	50	No Bid	No Bid	No Bid
23	485-068-00001	MOP BUCKET AND WRINGER ABCO Products 35 Qt Single Cavity Mop Bucket Combo BRUTE BUCKET & 6127 SIDE PRESSURE WRINGER / RUBBERMAID BRAND ONLY	EA $44.62	1	T01007	$44.62 EA	EA
24	485-070-00001	DUST MOP HEAD ABCO Products 5x36 WHITE CUT END with White Slot Pocket Style Backing 36" LENGTH	EA $6.36	12	DMTL-13536W	$76.32 Per DZ	DZ
25	485-072-00002	24 OZ COTTON MOP HEAD ABCO Products # 24 oz Cotton Cut-End Mop, Narrow Band, 4-Ply HEAVY DUTY	EA $2.28	48	CM-2024S	$27.36 Per Case	12
26	485-075-00002	33" X 40" TRASH CAN LINERS CLEAR / 12 MICRON / CASE OF 500	CASE	30	64900057	$ 40 Per Case	500
27	485-075-00003	38" X 58" BLACK TRASH BAGS 1.5 MIL THICK / HEAVY DUTY / CASE OF 100	CASE	250	64900057	$33.49 Per Case	100
28	DISCOUNT	FOR ITEMS NO LISTED/COVERED, A PERCENTAGE DISCOUNT OFF CATALOG LIST PRICE TO BE EXTENDED TO THE CITY	DISCOUNT OFF LIST PRICE		N/A %		

Signature _____ Print John R. McCleese Date 8/27/2019

PLEASE SEND US
A COPY OF RECAP
THANK YOU!

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES

ATTACHMENT "B" - PROPOSAL SHEETS

BID NO.: 043-1412-19/MFD

****SUBMITTED INFORMATION MUST BE LEGIBLE****

VENDOR NAME: Pyramid School Products

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
1	485-011-00004	LYSOL FOAM CLEANER 24 OZ CAN / INDUSTRIAL STRENGTH / LYSOL BRAND ONLY	EA	576	LYSOL # RAC02715CT	3.39	12
2	485-011-00005	DISINFECTANT DEORDORANT SPRAY 16.5 OZ CAN / CHAMPION OR EQUIVALENT	EA	288	Champion # 4104	2.69	12
3	485-011-00006	GLASS CLEANER WITH TRIGGER 32 OZ SPRAY BOTTLE / CLOROX BRAND OR EQUIVALENT	EA	288	Clorox # CLO00459CT	3.45	12
4	485-018-00001	LIQUID BLEACH 1 GALLON BOTTLE / CLOROX BRAND OR EQUIVELANT	EA	288		NO BID	
5	485-018-00003	TOILET BOWL DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84			
6	485-018-00005	PINK HAND SOAP 1 GALLON BOTTLE / ANY BRAND	EA	4	INNOPAK 5031-420-02	11.98	4-1GAL/CS.
7	485-018-00006	LEMON DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84		NO BID	
8	485-018-00009	RUST REMOVER 1 GALLON BOTTLE / ANY BRAND	EA	60			
9	485-018-00010	DEGREASER 1 GALLON BOTTLE / PREMIUM HEAVY DUTY / ANY BRAND	EA	144			
10	485-018-00016	ODO-ELIMINATOR 1 GALLON BOTTLE / ODOBAN BRAND ONLY	EA	84			
11	485-022-00003	DEGREASER 55 GALLON DRUM / FOR HEAVY DUTY TRUCK CLEANING / ANY BRAND	EA	5			
12	485-027-00001	WASP & HORNET SPRAY 14 OZ CAN/RAID BRAND ONLY	EA	72	Raid #SJN668006	4.89	12
13	485-027-00006	INSECT REPELLENT 6 OZ CAN / OFF DEEP WOODS BRAND ONLY / WITH DEET	EA	72	Deep Woods-Off #SJN611081	5.86	12
14	485-028-00001	SCRUB BRUSH (IRON Shape) STANDARD HARD BRISTLE BRUSH WITH LOOPING HANDLE	EA	24	ABCO #00027	1.19	12
15	485-028-00003	BOWL BRUSH STANDARD BOWL BRUSH WITH 12" HANDLE	EA	12	ABCO #00017	1.29	12

Signature Kenneth D. Miller Print Kenneth D. Miller Date

Pyramid School Products
6510 North 54th Street
Tampa, Florida 33610-19

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
16	485-028-00005	SPONGE WITH SCOURING PAD STANDARD SPONGE WITH GREEN SCOURING PAD / 3M BRAND OR EQUIVALENT	EA	500	HyDNA #70CHD	.50	40/cs.
17	485-037-00003	LIQUID TIDE 100 OZ BOTTLE / TIDE BRAND ONLY / "he" COMPLIANT	EA	288	Tide #P&C08896	17.99	4/cs
18	485-037-00004	CHLORINE FREE - COLOR SAFE BLEACH 1 GALLON BOTTLE / ANY BRAND	EA	120		NO BID	
19	485-038-00001	DISHWASHING LIQUID 1 GALLON BOTTLE / ANY BRAND	EA	72		↓	
20	485-038-00002	DISHWASHING TABLETS FOR DISHWASHER 18.2 OZ BOX WITH 28 TABS / FINISH BRAND / POWERBALL	BOX	84	Powerball RAC77050CT	5.29	8 ~~8~~/cs
21	485-052-00002	WHITE SHEETING RAGS BOX OF MISCELLANEOUS WHITE SHEETING RAGS	BOX	50		NO BID	
22	485-052-00003	ALL COTTON WHITE RAGS BOX OF MISCELLANEOUS WHITE COTTON RAGS	BOX	50		↓	
23	485-068-00001	MOP BUCKET AND WRINGER BRUTE BUCKET & 6127 SIDE PRESSURE WRINGER / RUBBERMAID BRAND ONLY	EA	1	Rubbermaid #758088YEL	47.98	
24	485-070-00001	DUST MOP HEAD 36" LENGTH	EA	12	Greenwood #618	5.57	12
25	485-072-00002	24 OZ COTTON MOP HEAD HEAVY DUTY	EA	48	ABCO #CMH24H	2.79	12
26	485-075-00002	33" X 40" TRASH CAN LINERS CLEAR / 12 MICRON / CASE OF 500	CASE	30	NAPCO #NR33401LK	25.98	500
27	485-075-00003	38" X 58" BLACK TRASH BAGS 1.5 MIL THICK / HEAVY DUTY / CASE OF 100	CASE	250	NAPCO #RM3858XKH	24.95	100
28	DISCOUNT	FOR ITEMS NO LISTED/COVERED, A PERCENTAGE DISCOUNT OFF CATALOG LIST PRICE TO BE EXTENDED TO THE CITY	DISCOUNT OFF LIST PRICE			20 %	

20 cs. min. order

50 cs. min. order

Signature Kenneth D Miller Print Kenneth D Miller Date

Pyramid School Products
6510 North 54th Street
Tampa, Florida 33610-1908

ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES

ATTACHMENT "B" - PROPOSAL SHEETS

BID NO.: 043-1412-19/MFD

****SUBMITTED INFORMATION MUST BE LEGIBLE****

VENDOR NAME:

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
1	485-011-00004	LYSOL FOAM CLEANER 24 OZ CAN / INDUSTRIAL STRENGTH / LYSOL BRAND ONLY	EA	576			
2	485-011-00005	DISINFECTANT DEORDORANT SPRAY 16.5 OZ CAN / CHAMPION OR EQUIVALENT	EA	288			
3	485-011-00006	GLASS CLEANER WITH TRIGGER 32 OZ SPRAY BOTTLE / CLOROX BRAND OR EQUIVALENT	EA	288			
4	485-018-00001	LIQUID BLEACH 1 GALLON BOTTLE / CLOROX BRAND OR EQUIVELANT	EA	288			
5	485-018-00003	TOILET BOWL DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84			
6	485-018-00005	PINK HAND SOAP 1 GALLON BOTTLE / ANY BRAND	EA	4			
7	485-018-00006	LEMON DISINFECTANT 1 GALLON BOTTLE / NON CONCENTRATE / ANY BRAND	EA	84			
8	485-018-00009	RUST REMOVER 1 GALLON BOTTLE / ANY BRAND	EA	60			
9	485-018-00010	DEGREASER 1 GALLON BOTTLE / PREMIUM HEAVY DUTY / ANY BRAND	EA	144			
10	485-018-00016	ODO-ELIMINATOR 1 GALLON BOTTLE / ODOBAN BRAND ONLY	EA	84			
11	485-022-00003	DEGREASER 55 GALLON DRUM / FOR HEAVY DUTY TRUCK CLEANING / ANY BRAND	EA	5			
12	485-027-00001	WASP & HORNET SPRAY 14 OZ CAN / RAID BRAND ONLY	EA	72			
13	485-027-00006	INSECT REPELLENT 8 OZ CAN / OFF DEEP WOODS BRAND ONLY / WITH DEET	EA	72			
14	485-028-00001	SCRUB BRUSH STANDARD HARD BRISTLE BRUSH WITH LOOPING HANDLE	EA	24			
15	485-028-00003	BOWL BRUSH STANDARD BOWL BRUSH WITH 12" HANDLE	EA	12			

Signature _____ Print _____ Date _____

Item	(Warehouse Use Only)	Item Description	Sold by	Annual Usage	Vendor Part #	Price	QTY Per Case
16	485-028-00005	SPONGE WITH SCOURING PAD STANDARD SPONGE WITH GREEN SCOURING PAD / 3M BRAND OR EQUIVALENT	EA	500			
17	485-037-00003	LIQUID TIDE 100 OZ BOTTLE / TIDE BRAND ONLY / "he" COMPLIANT	EA	288			
18	485-037-00004	CHLORINE FREE - COLOR SAFE BLEACH 1 GALLON BOTTLE / ANY BRAND	EA	120			
19	485-038-00001	DISHWASHING LIQUID 1 GALLON BOTTLE / ANY BRAND	EA	72			
20	485-038-00002	DISHWASHING TABLETS FOR DISHWASHER 18.2 OZ BOX WITH 26 TABS / FINISH BRAND / POWERBALL	BOX	84			
21	485-052-00002	WHITE SHEETING RAGS BOX OF MISCELLANEOUS WHITE SHEETING RAGS	BOX	50			
22	485-052-00003	ALL COTTON WHITE RAGS BOX OF MISCELLANEOUS WHITE COTTON RAGS	BOX	50			
23	485-068-00001	MOP BUCKET AND WRINGER BRUTE BUCKET & 6127 SIDE PRESSURE WRINGER / RUBBERMAID BRAND ONLY	EA	1			
24	485-070-00001	DUST MOP HEAD 36" LENGTH	EA	12			
25	485-072-00002	24 OZ COTTON MOP HEAD HEAVY DUTY	EA	48			
26	485-075-00002	33" X 40" TRASH CAN LINERS CLEAR / 12 MICRON / CASE OF 500	CASE	30			
27	485-075-00003	38" X 58" BLACK TRASH BAGS 1.5 MIL THICK / HEAVY DUTY / CASE OF 100	CASE	250	URC 60XH	15.70	100
28	DISCOUNT	FOR ITEMS NO LISTED/COVERED, A PERCENTAGE DISCOUNT OFF CATALOG LIST PRICE TO BE EXTENDED TO THE CITY	DISCOUNT OFF LIST PRICE			10 % on items not quoted	

Signature Brian Marcus Print Brian Marcus Date 8/14/18

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Approve the minutes from City Commission meeting on September 5, 2019.

EXPLANATION OF REQUEST:
The City Commission met on September 5, 2019 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Minutes	09-05-2019 Commission Meeting Minutes

MINUTES OF THE CITY COMMISSION MEETING
HELD AT THE INTRACOASTAL PARK CLUBHOUSE
2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA
ON TUESDAY SEPTEMBER 5, 2019 AT 6:30 P.M.

PRESENT:

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner
Ty Penserga, Commissioner

Lori LaVerriere, City Manager
James Cherof, City Attorney
Crystal Gibson, City Clerk

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:30p.m.

Invocation by Mayor Grant

Pledge of Allegiance to the Flag led by Commissioner Ty Penserga

Roll Call

City Clerk Gibson called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

2. Adoption

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Vice Mayor Katz, Commissioner McCray, Commissioner Romelus and Commissioner Penserga did not have any disclosures. All thanked staff and EOC for a Job Well Done. Grateful the City of Boynton Beach was spared and prayers are with the Bahamian people.

Mayor Grant noted on August 21th he attended a meeting with the Coalition of Boynton West Residential Association (COBWRA) and the Community Greening. The Community Greening will be placing fruit, shade trees, and educating the community about the importance of trees. August 27th the Commission had the Quantum Park Overlay Development District meeting. Mayor Grant indicated the City could move forward with the Eco Park. Later that evening he met with the Mayor of Carrefour, Haiti, Jude Edouard Pierre. August 28th he attended a networking event at Bar Louie with the networking beast, to raise money for Community Caring Center. Thanked the City HR staff for the wonderful Health Fair. He met with the president of COBWRA; Mayor Grant informed the Commission a master plan submitted for the Boynton Beach Mall site. One of the possibility of building a mid-size arena. He reached out to GOBWRA to get their support. Thanked the EOC and staff. He was able to stop by and see everything worked well. He met with the director of Feeding South Florida, Paco Perez.

B. Conduct First Public Budget Hearing for FY 2019/2020 Proposed Millage and Tentative Annual Operating Budget.

PROPOSED RESOLUTION NO. R19-087 - Adopt the proposed millage rate for the General Fund for Fiscal Year 2019-2020.

Lori LaVerriere, City Manager stated Mara Frederiksen would make a presentation.

Mara Frederiksen, Director of Financial Services, provided a budget overview. Staff will provide a budget overview (power point). Because of the Budget Workshops that were held on July 15th and 16th, 2019 the City Commission approved a proposed millage rate of 7.9000 mills and a proposed General Fund budget of $95,978,175. The proposed FY 19/20 General Fund Budget of $96,358,776 is an increase of 5.7% or $5,234,750 over the original adopted FY 18/19 General Fund Budget of $91,124,026. Based on Commission decisions since the July budget workshops, the following changes have been incorporated into the proposed tentative budget. Increased General Fund from $95,978,175 to $96,358,776. This was needed to reflect the CRA funded Police staff, Plans Examiner position, initial phase of mobility plan, contractual services for Crossing Guards, Recreation department reorganization, and Fire RMS System. Increased Golf Fund from $1,924,465 to $2,199,465 due to staff identification of needed irrigation repairs on the golf course. Increased Local Government Surtax Capital Projects Funds from $7,000,424 to $7,060,424 due to Fire Station 1 Vehicle Exhaust System related to the Town Square Project.

Commissioner McCray asked how many school crossing guards and the costs. Ms. LaVerriere indicated the City found there were five schools, which were in the need for crossing guards. The cost per guard was about $7300.

Commissioner McCray asked if there was a pay increase included in the budget. Ms. LaVerriere indicated this was up to the contractor.

Chief Gregory, Police Chief, responded the City pays a flat rate. The increase was between the contractor and the contract employee.

Mayor Grant opened up for public comments. Seeing none, Public Audience closed.

Mayor Grant asked for a motion to approve **PROPOSED RESOLUTION NO. R19-087 -** Adopt the proposed millage rate for the General Fund for Fiscal Year 2019-2020.

Motion

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

Attorney Cherof stated as provided in Section 2 of the resolution the millage rate for the fiscal year 2019/2020 is 7.900 for the General Fund, the second and final public hearing on the millage rate is on September 17, 2019 @ 6:30 INTRACOASTAL PARK CLUBHOUSE 2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA. The proposed millage rate is 4.75% above the computed rollback rate of 7.5418.

PROPOSED RESOLUTION NO. R19-088 - Adopt the Tentative Budget for the General Fund and all other funds for Fiscal Year 2019-2020.

Motion

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

Mayor Grant opened up for public comments. Seeing none, Public Audience closed.
Attorney Cherof stated as provided in Section 21 of the resolution the second and final public hearing on the budget for 2019/2020, on September 17, 2019 @ 6:30 INTRACOASTAL PARK CLUBHOUSE 2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS.

A. The Human Resources and Risk Management Department is hosting a "Speed Hiring Event" on September 21, 2019 from 8:00 a.m. to 5:00 p.m. at the Ezell Hester Center located at 1901 N. Seacrest Boulevard, Boynton Beach, FL 33435

Danielle Goodrich, Human Resources Administrator announced the Human Resources department would be hosting a Speed Hiring Event is being held to attract local candidates interested in employment opportunities in the following City departments: Public Works, Utilities, and Recreation and Parks.

Commissioner McCray inquired as to what was speed hiring. Ms. Goodrich explained this was a new event, which the city never did before.

Commissioner Romelus asked if these were temporary positions. Ms. Goodrich responded these were fulltime positions.

Mayor Grant noted the applicant must fill out the online application, prior to the event. They can go to the library if the applicant does not have a computer.

B. Palm Tran will provide a brief presentation, 5-10 minutes, to the City Commission regarding route updates in the Boynton Beach area. Nikasha Wells, Senior Manager of Governmental Affairs, and Senior Planner Anna Bielawska, will be presenting the information to the Commission.

Nikasha Wells, Senior Manager of Governmental Affairs, and Senior Planner Anna Bielawska accepted the award.

Nikasha Wells, Senior Manager of Governmental Affairs provided some undated changes to Palm Tran. Indicated there are 9M rides per year; which is more than Bright line, Urber, Lyft or Tri-rail, there are 32 routes and more than 2000 stops throughout Palm Beach County.

Anna Bielawska, informed the commission there are five routes in Boynton Beach, with 212 stops. She indicated there were approximately 690,000 boarding's annually. Last September, Palm Tran performed a major overhaul of the route system; there are some improvement of the routes with improvement of the ridership. Impact for Boynton Beach weekday and weekend frequent improved. The improvement for route 73 includes Sunday service. There are some new bus shelters in the fall of 2019. Ms. Wells informed the Commission there was a new site plan development Currently Palm Trans has relationship with some municipality along with staff, the look for opportunity for bus furniture. Another opportunity is a fare technology interoperability, making certain riders are able to use the same fare card for Palm Tran, Tri-Rail, and Miami Dade County Transit. There is a new Administrative facility housed in Delray Beach.

Commissioner McCray asked about the trash being thrown around the area near the bus benches. There have been many complaints.

Ms. Wells responded this has been an ongoing issue, the stops owned by different entity. The only benches which Palm Tran was responsible for were unincorporated Palm Beach County.

Commissioner Penserga stated the City has a large plastic garbage bin. He also notice there are some permanently welded garbage container. What he has noticed, when items are in the garbage container are be blown around. Ms. Wells indicated she could not speak regarding the welded garbage containers. Commissioner Penserga believed this

would be helpful. Ms. Bielawska indicated they are looking into contracting the cleaning portion out to a private vendor.

Mayor Grant stated he rode the bus and the bus was clean and the Wi-Fi worked.

Commissioner Romelus asked if there a program which encourages residents to ride the bus. Ms. Bielawska stated they have mobility week.

C. Proclaim the month of September as Hunger Action Month. Sari Vatske, Executive Vice President of Feeding South Florida, will accept the Proclamation.

Mayor Grant proclaimed the month of September as Hunger Action Month.

Sari Vatske, Executive Vice President of Feeding South Florida, thanked the Commission for the proclamation. In South Florida, 706,430 individuals do not know where they would get their next meal. More than 236,370 of those individuals are children and over 100,000 are older adults. Feeding America food banks, across the country including Feeding South Florida, will host several events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local community.

Commissioner Penserga asked if tours were available to tour the facility. Ms. Vatske responded tours were available. Commissioner McCray thanked Ms. Vatske for all they do. She would get a group together to help sort the food items. Commissioner Romelus stated it was not just homeless people; a good percentage of America is just one paycheck away from need and instability.

Ms. LaVerriere informed the Commission there would be a food giveaway on Saturday, September 21, 2019 at the Ezell Hester Center.

D. Proclaim September 17, 2019 as Constitution Day and Citizenship Day. In addition, proclaim the week of September 17-23, 2019 as Constitution Week.

Mayor Grant proclaimed September 17, 2019 as Constitution Day and Citizenship Day, he also proclaimed the week of September 17-23, 2019 as Constitution Week.

Marjorie Ferrer noted in 2026, the United States would be celebrating its 250th Birthday! The U.S. Congress has established a Commission to begin planning for 2026, and the Nonprofit organization USA250 has been officially tasked “to organize, advocate, promote and coordinate" celebration planning for the nation's 250th Anniversary.
Palm Beach Chapters of The Daughters of the American Revolution, in coordination with the DAR State Organization, are creating a Constitution Week Activities Pathway for students in the Palm Beach School District for September 17-23, 2019.

Students currently enrolled in the 5th grade will be the graduating class of 2026, the birthday year! A seven-year commitment made to teach students as much as possible about the Constitution and the Declaration of Independence during Constitution Week, beginning with the selected grades in Elementary Schools, 7th in Middle Schools and 12th in High Schools. The pathway would lead to additional grades added in future years, with appropriate lesson plans and activities for each. The ambitious goal is to include all students K-12 by 2026 - approximately 190,000! Volunteers from the Daughters of the American Revolution as well as The Sons of the American Revolution will play an important part as guests in schools throughout the county. Presented a Resolution by the Governor to the City of Boynton Beach.

E. Announce the following September 2019 meetings:

Special Commission meeting on Tuesday, September 10, 2019 at 6:00pm at Intracoastal Park Clubhouse to adopt Final Fire Assessment for FY 19/20. This meeting will be held immediately before the CRA meeting.

Regular Commission Meeting on Tuesday, September 17, 2019 at 6:30pm at Intracoastal Park Clubhouse.

Mayor Grant announced the September meetings.

F. EOC Presentation

Matthew Petty, Deputy Chief of Administration, provided an overview of the EOC for the Hurricane event. Thanked the City Commission for their support.

Ms. LaVerriere pointed-out Deputy Chief Petty did an outstanding job as well the Communication Department.

Deputy Chief Petty represented the City on a countywide level.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS W ILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

David Katz, 67 Midwood Lane, noted last year there was a there was a volunteer board dinner. He did not see any funds for the board dinner for this year. In addition, part of the pavement near Ale House looks horrible on Congress Avenue.

Kalra Lakhmichand 3842 South Lake Drive indicated he lived in the City of Boynton Beach for the past 40 years. His children were born and raised in this City and they have become professionals. He stated that about five years ago the County had a surplus lot

on Lake Ida, about 23 acres. Mr. Lakhmichand noted he was the highest bidder. He stated an ex-Commissioner approached the seven County Commissioners and convinced them to offer the property to the City of Boynton Beach, the City declined because it did not have land access. The Same Commissioner went to Delray Beach to purchase the lot. The County placed a restriction that the area must be maintained. The City of Delray and Code Enforcement agreed to maintain the property. The County gave the City of Delray Beach a year to clean the property, which they were not able to complete. The City of Delray wanted to give the land back to the County, but the county refused to take the land back. They are now trying to annex the property. The City of Boynton Beach is missing $30,000 in possible taxes.

Mayor Grant inquired if the City has a claim, because it is adjacent to Boynton Beach. Attorney Cherof the City is looking into the options of what is available to the City of Boynton Beach.

Rae Whitley, 223 NE 12 Ave, stated he would be reaching out to speak about the homeless population. He received emails regarding the hurricane. Indicated the Homeless Coalition would like to collaborate with Boynton Beach as well as Palm Beach County to come together in solidarity to help those affected by Hurricane Dorian. He noted the Commission has stated the City of Boynton Beach is the closest place to the Bahamas. Commissioner Penserga asked what was planned and how the City could become involved. Mr. Whitley responded with his cell telephone number and noted nothing has been decided; he wanted to get together with City staff and come up with a plan.

Commissioner McCray pointed out the fire department in this City has begun collecting items to send over to the Bahamas. He indicated the City could sit down to have the conversation regarding the collaboration in the near future.

Mayor Grant stated he spoke with the Director of Feeding South Florida, and the issue was the population was about 400,000 people, they are going to be bombarded with supplies throughout the Country. He mentioned the issue with the Carolinas. Mayor Grant stated we want to have the continued effort in the Bahamas. They have not opened the port to the Bahamas. They cannot send supplies that cannot reach the intended recipient. The City needs to have a partner in the Bahamas. Mr. Whitely indicated they have identified partners in the Bahamas.

Commissioner Romelus stated as a Commission they agreed to be a part of the effort.

Gary Fishman 3504 Diane drive, resident association president, voicing his concern regarding the five acres of land north of Lake Ida Park in Delray Beach. Indicated Mr. Lakhmichand, has the only land access. Palm Beach County awarded the land to the lowest bidder. When Palm Beach County changed the stipulation to have land access, not in 10 years, but in five years, Boynton Beach decided to bid on the land. Delray Beach

was not in the auction and illegally acquired the land going against the auction rules. He wanted to know why Palm Beach County lifted all restrictions for Delray Beach. He stated

Delray Beach has not maintained the land and has several code violations. With no mean of proper maintenance, this land is a harmful jungle. There are iguana, poisonous snakes, rabid raccoons; alligators are escaping into the neighborhood. There are illegal trees, which have not been destroyed. He stated that Delray Beach was not adhering to Florida's rules regarding invasive trees. The City of Delray Beach wants to keep the land and have the land annexed to them. The City of Delray Beach does not have land access. He stated his neighborhood is suffering.

Sharon Evans, 32 Country Lake Circle, thanked the Commission for the new dugouts. She stated it was disappointing there were no funds allocated for Boy Scout Park. He indicated youth sports was on the decline but baseball was not. The park was not ADA compliant.

No one else coming forward, Public Audience was closed.

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

Mayor Grant read the vacant openings.

Motion

Commissioner McCray nominated Chevette Gadson on to the Educational and Youth Advisory Board (REG). Commissioner Romelus seconded the motion that unanimously passed.

Motion

Mayor Grant nominated Kevin Duterval to the Education and Youth Advisory Board (STU). Commissioner McCray seconded the motion that unanimously passed.

B. Authorize members of the City Commission to attend PBC Days in Tallahassee, FL from January 14-16, 2020.

Ms. LaVerriere stated Travel expenditure is approximately $1000 per person to attend. This includes two nights' hotel, airline ticket, registration and food. Funds are budgeted in the City Commission's Business Meeting account.

Mayor Grant requested $1000 per person. Noted the League of City has Legislative Days at the end of the Month in January. In addition, he indicated the Legislative days by the League of Cities was very informative.

Motion

Commissioner McCray moved to allow four elected official to attend the Palm Beach County Days in Tallahassee, Florida January 2020. Vice Mayor Katz seconded the motion that unanimously passed.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

Mayor Grant pulled item A**.**

A. **PROPOSED RESOLUTION NO. R19-089** - Approve transmittal of the current City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report and corrected FY2015-2016 Annual Report, including authorizing the Mayor to sign the corresponding Local Housing Certifications.

Mayor Grant requested clarification regarding the compliance.

Lashea Brooks, Community Improvement Specialist, noted two certifications presented to the commission and a letter of clarification regarding SHIP.

Commissioner McCray inquired about clarification letter and the City response.

Ms. Brooks responded the State of Florida reviewed the annual report from fiscal year 2015/2016; corrections were needed. She explained once corrections are made to the report, the report must be resubmitted. In addition, two certification require signature.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

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B. Accept the written report to the Commission for purchases over $10,000 for the month of July 2019.

C. To approve recommendation of the Evaluation Committee and authorize staff to conduct negotiations with the first ranked firm, Kimley-Horn, and establish a contract for RFQ # 035-2413-19/MFD for SE 1st Street Sidewalk Improvements Design and Consulting Services."

D. Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the nine (9) month period ended June 30, 2019.

E. Approve revisions to and addition of project(s) to the Fiscal Year 18-19 approved surtax projects.

F. Approve an increase to Johnstone Supply for HVAC parts and supplies under the Broward County contract #18-029R effective until June 30, 2020 from $24,000 to $32,000 with an estimated annual expenditure of $40,000 for the extent of the contract which expires on June 30, 2020.

G. Approve Bid award of Annual Supply of PVC Schedule 40 & 80 Irrigation Supplies Bid # 039-1412-19/MFD to the following three (3) companies: Fortiline, Ferguson and SiteOne on a primary, secondary and third basis to the lowest, most responsive bidders who met all specifications with an estimated annual amount of $25,000.

H. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for September 05, 2019- "Request for Extensions and/or Piggybacks."

I. Approve the minutes from City Commission Budget Workshop held on July 16, 2019 and the City Commission meeting on August 20, 2019.

Motion

Commissioner McCray moved to approve the remainder of the Consent Agenda. Commissioner Penserga seconded the motion that unanimously passed.

7. CONSENT BIDS AND PURCHASES OVER $100,000

Commissioner Penserga pulled item A.

Commissioner Romelus pulled item C**.**

A. **PROPOSED RESOLUTION NO. R19-090** - Approve purchase orders to Kompan Inc utilizing the US Communities contract #2017001135 for Meadows Park fitness zone installation in the amount of $23,500 and for Boynton Lakes Park playground installation in the amount of $90,000.02 for a total estimated expenditure of $113,500.02 and authorize the City Manager to sign a piggy-back

Contract with Kompan, Inc. US Communities contract satisfies the City's procurement requirements.

Andrew Mack, Director of Public Works, provided a brief presentation. As part of the Capital Improvement Plan (CIP), there are funds for the Boynton Lakes playground. Mr. Mack provided a listing of new items. The existing six seat Swing Set would remain, adding two Spinner Bowls, one Spica, one elf play apparatus, one synthetic play surface.

Commissioner McCray inquired as to the life expectancy of the synthetic play surface. He noted t J.C. Park synthetic play surface need replacement. Mr. Mack responded depending on the environment the surface should last between 10-15 years. The synthetic play surface at J.C. Park is scheduled to be replaced.

Mr. Mack continued the update with Meadows Park. He explained originally the park had fitness trails and the City chose to go with fitness zones. The park has a combination pull-up bar, bench/seat, climber, in addition new parallel bar, push up bars, and three. Mr. Mack stated once the Commission approve this resolution, he estimates it would be about 30 days for installation.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion that unanimously passed.

B. Approve the purchase of Water Meters and Equipment with Sensus USA as an awarded vendor for the maintenance and replacement of water equipment for the City's Utility Metering System. The City is currently using Sensus's Advance Metering Infrastructure (AMI). Items will be ordered on an "as needed" basis for the estimated annual expenditure of $400,000.

C. Approve an increase to the estimated expenditure with MacMillan Oil Company, LLC of Hialeah, FL from $1,000,000 to $1,200,000 per the City of Delray's Agreement ITB #2017-047 due to the fluctuating prices for the period of the contract which expires on June 6, 2020.

Commissioner Romelus wanted staff to elaborate on the estimated expenditure with MacMillan Oil Company.

Andrew Mack, Director of Public Works, noted that in the beginning of the year, staff estimates the cost of fuel for the year. He stated for the past few years the City expended less than $1M, this year staff is projecting an increase based on the fluctuation in gas prices since the beginning of the fiscal year. He indicated the allocation needed to be increased. Staff realized other departments was utilizing this vendor. These departments were included in this allocation. As part of the hurricane preparedness, MacMillan Oil Company would allow the City to have first rights during a hurricane.

Motion

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

D. Approve the purchase of replacement vehicle as anticipated in the FY 2019-20 fleet replacement budget in the estimated amount of $325,879.04 by utilizing the following contract: Sourcwell for one (1) Solid Waste split rear loader.

E. Approve award of Annual Supply of Brass Fittings and Accessories Bid 040-1412-19/MFD to the following two (2) companies Ferguson Enterprises and Fortiline Inc. on a primary and secondary basis to the lowest, most responsive, responsible bidders who met all specifications with an estimated annual expenditure of $150,000.

F. Approve award of Annual Supply of Pipe Fittings and Accessories Bid 041-1412-19/MFD to the following two (2) companies: Ferguson Enterprises and Fortiline Inc. on a primary and secondary basis to the lowest, most responsive, responsible bidders who met all specifications with an estimated annual expenditure of $210,000.

G. Approve Task Order No. COBB 018-25511-18/IT Roof Repair at West Water Treatment Plant in the amount of $110,000 in accordance with the Pre-Qualified Vendors for Minor Construction Services Agreement.

Motion

Commissioner McCray moved to approve the remainder of the Consent Agenda. Commissioner Penserga seconded the motion that unanimously passed.

8. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. PROPOSED ORDIANCE NO. 19-027 - **SECOND READING** - Approve proposed code language implementing Sustainable Development Standards recommended by the Climate Action Plan and CRA Redevelopment Plan (CDRV 19-005) - Amending the LAND DEVELOPMENT REGULATIONS: Chapter 4. Site Development Standards. Applicant: City-initiated.

Attorney Cherof read Ordinance No. 19-027 into the record by title only on second reading.

Motion

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

City Clerk Gibson called the role.

Vote

5-0

9. CITY MANAGER'S REPORT

A. A presentation of the proposed activation of the new City Hall Innovation Space.

John Dugan, Special Projects Coordinator, Provided an update on City Hall innovation space, incubator/co-working and Maker space at the City Hall Town Square. (Please see attached presentation)

Commissioner Penserga inquired there would be some space and we will hire a third party, what would be the role of City Staff.

Mr. Dugan responded City staff would not be involved, the third party would have control of the space and report to City staff.

Mayor Grant wanted clarification that a marker space in already in the same building. The City has coffee shops coming in, private co-working space as well. How does the City plan to select this third party? The third party administrator of the incubator, what is their goal? Will the City try to find a University or other higher-level education or trying to find another non-profit., are we planning to focus on a specific industry, versus opening it up to everyone? Mr. Dugan responded the City was looking to solicit the public universities to run the program.

Mayor Grant stated Palm Beach Atlantic (PBA) was coming to Fire Station 5, he indicated maybe the City could collaborate with PBA.

Commissioner Romelus asked if it was possible to merge two components, incubator and marker space. Mr. Dugan responded that could be an option. Ms. LaVerriere stated the space was only 1600 square feet.

Commissioner Romelus asking about increasing commissary space in the City of Boynton Beach. Mr. Dugan replied staff would do everything possible to help, the Community Caring center just has their gig economy, which focuses on the culinary industry. He said

many of the incubators and maker space has a specific focus. This was a growing industry.

Commissioner Romelus believed this would be something to explore for other buildings.

Commissioner Penserga asked if they have already began reaching out to universities. Mr. Dugan replied they have not reached out to the universities, staff wanted to come before the board prior to reaching out to third party entities.

Colin Groff, Assistant City Manager, indicated the next step was to have some letters of interest go out. Their partners have reached out, but staff did not want to start anything official until they spoke with the Commission.

There was a consensus.

B. Staff will present an update on the status of the Town Square Master Plan.

Colin Groff, Assistant City Manager, informed the Commission the buildings are going up. The new police station has the windows installed. The interior framing is on its way, the plumbing, electrical is almost done. He hoped to have a tour of the police station soon.

Commissioner McCray asked when the police station would be completed. Mr. Groff responded they were still on schedule, with a target of the end of February 2020. There have not been any delays concerning construction. Thought E2L the contractors did a great job in securing the construction site. The first building to be completed is the Cultural Center building, scheduled for the end of October or the beginning of November. Because of parking concerns, the building could not be used for full events.

Mayor Grant asked about the Chill Energy Plant's completion. Mr. Groff stated the Chill Water Plant for the most part is finished; they found a way to add an additional chiller. All the underground work is finished; Ocean Avenue should be finished before the Cultural Center.

Commissioner McCray asked why staff was coming back to the Commission requesting additional chillers. When he voted for this project staff stated everything was thought out. Mr. Groff responded the construction schedule has changed enough that the equipment is too large; they found an opportunity to purchase a swing chiller, a much smaller piece of equipment, which allows running one building, later it would allow for better efficiency.

Commissioner McCray inquired as to the completion date for City Hall. Mr. Groff replied he is estimating the end of May 2020 to start having staff move in. It may be the middle of May 2020. The official schedule is July 1, 2020. Commissioner McCray asked if the building would withstand a Hurricane Category 5. Mr. Groff informed the commission the contractor strapped the building down where it could not move. Mr. Groff informed the commission John Markey made some minor adjustments to the Master Site land, those

require approval and changes to them Master Site Plan, the changes are small enough under the code it would be an administrative approval. Since this was, a partnership for transparency staff brought this before the commission to review. The Developer JKM is removing the age removal of the age-restriction on the units planned for the central building; increase in the dwelling units planned for the central residential building from 104 to 169; and the reduction in dwelling units planned for the south residential building from 261 to 196. No off street parking on SE 2nd Avenue, Minor revisions to the shared parking.

Commissioner McCray asked what would go on the corner of Seacrest and Boynton Beach Blvd. Mr. Groff replied the Hotel. Commissioner McCray asked if there was any interest in the hotel. Mr. Groff replied staff was currently reviewing an offer of interest.

John Markey, Delray Beach Florida, indicated they have received the building permit for the south garage. The building permit processed in three days; he thanked the City for expediting the process. Commissioner McCray inquired why Mr. Markey could have an expedited permit, why not for regular citizens. Mr. Groff stated the City is working on improving the process.

John Markey stated this was a good example of this partnership with staff and the public. He takes the word partnership seriously. Tonight one of the most important changes to the Master Site Plan with the removal of the age restrictive building. Mr. Markey noted they are starting with the south building; these units were redesigned to be larger more of luxury type units. He indicated Commissioner McCray asked about the hotel, they have been cooperating with E2L and City Staff on how to accelerate the Hotel and the north garage.

Vice Mayor Katz thanked staff and the developer for bringing the update to the Commission. He requested timelines on the south garage construction as well as the residential. Mr. Markey replied he would to be out of ground in the fourth quarter of this year. They will be submitting for a building permit for the apartment building adjacent to the south garage apartments within the week. They need to get to the guarantee maximum price and a contract, before any bank would close on the financing, which means the financing for the apartment building and the garage, they both must be financed together. This was a four to six week effort. A start in the last quarter of this year would be the best-case scenario.

Vice Mayor Katz asked how quickly once shovels in the ground and garage starting and the residential would the estimate be. Mr. Markey responded the current estimate would be June of 2020. He indicated the garage would go up much faster than the apartment building. The apartment building are not precast. If we could get a Certificate of Occupancy and begin leasing and occupying the last quarter in 2020 was reasonable.

Vice Mayor Katz stated based on the information provided residential on the south end would be the last quarter of 2020. Mr. Markey responded yes.

Vice Mayor Katz asked if the finance secured for these different parcel buildings. Mr. Markey stated they have some commitments and a $3.5M mortgage with Citi National Bank on all three parcels. They are shopping the financing around. They are shopping some different construction lenders.

Vice Mayor Katz stated they have a deal, but are seeking better rates and terms. If the Southside garage and residential fourth quarter 2020 is built, what about central building, parking and residential. Mr. Markey replied the central building was further out and would be in the first or second quarter in 2021. The reasoning is that Boynton is pushing the market. They are taking a step at the head of the curve. This is done because they believe in the market and the community, the problem lies is getting the finance world to believe that. To get this first building done is a big step; we have already taken a big step with Citi National with the financing. They need to prove out the market with the first building, they need to show they can perform with this building, we need to lease the units before anyone will lend money on the next building.

Vice Mayor Katz stated this was hypothetically Central Residential completion for the second quarter 2021. Mr. Markey replied they would start in the second quarter 2021.

Vice Mayor Katz inquired about the final phase Northside residential garage and potential hotel estimated start or completion date. Mr. Markey replied he was not the hotel developer but believed the hotel could happen much faster. They are working with staff to try to accelerate the parking, which the hotel needs. He indicated the market study states there is demand for the hotel. Vice Mayor Katz stated the hotel was contingent upon the parking garage. He also inquired about the garage and residential on the North side of the project. When would the completion of the final North phase?

Mr. Markey indicated they have not projected a timeframe. They need to prove out the market, the garage would be complete before the apartment or retail. They are at a point where they have figured out a way to finance this. He was working and staff was working hard getting together some finances to make this happen.

Vice Mayor Katz asked if there was anything perceived as an impediment to the delivery of these phases. Mr. Markey replied the only impediment was the market demand. He was a believer with money, time and relationship invested; he sees no obstacle such as a change in the market place, construction cost and political environment.

Vice Mayor Katz thanked Mr. Markey for the update.

Commissioner Romelus indicated she sits on the board of Palm Beach County Tourist Development Council, have praised the development of the project. Boynton Beach was an example for other cities. The City was creating a lot of buzz for this project. This was exciting for all of us, and thanked Mr. Markey for putting Boynton Beach on the map.

Mr. Markey stated what we are doing in this City is groundbreaking.

Mayor Grant requested to place as a future agenda item for the branding of the Town Square Master Plan, what name the City wants to have for the future of our downtown.

There was consensus.

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS -None

12. LEGAL

A. **PROPOSED RESOLUTION NO. 19-091 -** Authorizing the City to set rates, fees and charges for Water, Wastewater Stormwater and Reuse Water for the upcoming FY 19/20. Water."

Mayor Grant read the resolution into the record.

Colin Groff, Assistant City Manager indicated this was addressed in the budget workshop. They are adjusting rates, but Boynton Beach is the lowest in the County. Staff get the cost low and the quality high.

Joe Paterniti, Utility Director, provided an update regarding the fiscal year rate adjustment. The fiscal year adjustments needed to cover projected utility costs. 2% increase in water rates, 1% decrease in wastewater rates, 3% increase in reclaimed water rate, and $0.50 increase in Storm water fee. These rate adjustments would generate the revenue required to operate the utility. The future adjustment with current CPI estimated at 2% per year.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

B. **PROPOSED ORDINANCE NO. 19-028 - SECOND READING** - Approve amendments to Chapter 26 by adding a new "Article IX - Chilled Water." This Addition will provide for the operation of District Energy Plants that produce and supply chilled water for use by customers for the provision of centralized air conditioning management.

Attorney Cherof read the proposed Ordinance No. 19-028 into the record on second reading by title only.

Motion

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

City Clerk Gibson called the role.

Vote

5-0

Mayor Grant requested to place on Future Agenda about property on Lake Ida, which the City of Delray Beach is trying to annex. Ms. LaVerriere responded there would be a report.

Attorney Cherof stated he would have a written report to be included in the agenda package.

13. FUTURE AGENDA ITEMS

A. Staff to present updated Social Media Policy - **September 17, 2019**

B. Department to give brief presentation of their operations
Library - September 17, 2019

C. Quarterly Census updates by Laura Lansburgh, Marketing Manager:

September 17, 2019
December 17, 2019
March 17, 2020

D. Approve request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, in connection with the dedication of property from the Community Redevelopment Agency (CRA) and realignment, and extension of NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001). Applicant: Michael Simon, CRA Executive Director. -**September 17, 2019**

E. Approve MLK Overlay and Use Matrix Revisions Part I (CDRV 19-006) - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions; (2) Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services; (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlays, and Article IV. Use Regulations; and (4) Chapter 4. Site Development Standards, Article V. Minimum off-Street Parking Requirements, to implement modifications to MLK Overlay, modifications to rezoning-master plan application process, corrections

pertaining to Mixed-Use zoning districts and revisions to Use Matrix, Residential and Lodging category. Applicant: City-initiated. **- September 17, 2019.**

F. Approve efficiency improvements to the Site Plan Review Process (CDRV 19-007) - Amending the LAND DEVELOPMENT REGULATIONS Chapter 2. *Land Development Process*, Article II. *Planning and Zoning Division Services*, Section 2. F. *Site Plan*, Including Time Extension and Modifications that begin implementing staff recommendations from the internal review of the City's development review process. Applicant: City-initiated. **- September 17, 2019.**

G. Amending qualifying dates for the March 2020 Election (Ordinance) - **September 17, 2019.**

H. Discuss use policy for all City Parks **– October 1, 2019.**

14. ADJOURNMENT

Motion

Vice Mayor Katz moved to adjourn; Commissioner McCray seconded the motion that unanimously passed. The meeting adjourned at 8:57 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor – Justin Katz

_____
Commissioner - Mack McCray

_____
Commissioner – Christina Romelus

_____
Commissioner – Ty Penserga

ATTEST

_____
Crystal Gibson, MMC
City Clerk

_____
Queenester Nieves
Deputy City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Authorize the purchase of equipment and security tags to upgrade the Library's Inventory and Security sytems to Radio-frequency Identification (RFID) Technology and an Automated Materials Handling System from Bibliotheca, LLC of Norcross, GA in the amount of $236,634.38 as a sole source vendor purchase.

EXPLANATION OF REQUEST: The Library was awarded a Library Services & Technology (LSTA) grant, through the Florida State Library Division of Library & Information Services to upgrade the library's security and inventory technology to RFID. Funding will allow the library to purchase new RFID security gate systems, an improved inventory system and three library patron RFID self-check terminals for use in the new library. The grant will also pay for 170,000 RFID security tags, seven administrative terminals and the lease of two RFID conversion stations for a six month period that staff will need to manage the re-tagging of library collections. This is equipment is for the new library. This is a sole source purchase.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Customer service will improve by creating a proactive customer service model instead of the current passive model. This will be done by freeing up staff to proactively seek out library patrons throughout the library to assist them instead of staff passively waiting behind the customer service desk to provide patron assistance. Patrons will be trained and empowered to use the self-check out systems that will allow them to borrow library materials, pay fines using cash or credit, place holds all at the same time instead of relying on staff to complete these basic library function.

FISCAL IMPACT: Budgeted
Total Grant Funds = $83.991.00
Total CIP Funds = $152,643.38

ALTERNATIVES: Do not approve and forfeit use of LSTA Funds.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: 83,991

CONTRACTS

VENDOR NAME: Bibliotheca

START DATE:

END DATE:

CONTRACT VALUE: $236,634.38

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Sole Source Letter	Sole Source Letter
Quotes	Bibliotheca Quote

bibliotheca®
transforming libraries

August 7, 2019

Craig Clark, Library Director
Boynton Beach City Library
City of Boynton Beach
115 N Federal Hwy.
Boynton Beach, Florida 33435

Dear Mr. Clark,

This sole source letter is to confirm that bibliotheca provides certain products that are unique to the library market, and as such, can only be acquired through bibliotheca, namely its selfCheck™ systems, RFID gates, flex AMH™ and RFID tags.

These products are designed and manufactured exclusively by bibliotheca.

bibliotheca is the developer and sole manufacturer of the bibliotheca selfcheck™ System including related software. We have patents and patents pending protecting several portions of the technology. Products included in this are quickConnect™ software, Fines and Fees payment, reader advisory, program promotions (static or dynamic), and the ability to download eBooks via the cloudLibrary™ at the selfCheck™ kiosks. The aforementioned technology is an integral part of the selfCheck™ kiosks. The RFID gates and RFID tags comprise a matched component system, which improves detection rates. RFID tags are made with an adhesive that is manufactured to bibliotheca's unique, library-specific specifications, ensuring that they can withstand the rigors of the library environment.

Sincerely,

Matthew Bellamy
President Americas
bibliotheca, LLC
M.Bellamy@bibliotheca.com

Customer Official System Quote

Quote Date: 08/16/2019
Quote Number: QUO-121834-H1K2, Rev: 0

Customer Bill To:

Location Information:

Boynton Beach City Library - Main - Boynton Beach City Library
Craig Clark
208 S Seacrest Blvd
Boynton Beach FL 33435
United States of America

clarkc@bbfl.us
Tel: 561-742-6380

Sales Contact: Brian Gilbert
Sales Phone:
Sales Email: b.gilbert@bibliotheca.com

Prices are in US Dollars
Quote expires (60) days from Quote Date above.

Quote Details
All in 1 RFID quote

If applicable, the hardware and software includes 12-month warranty, set-up and configuration

Item ID	Item Type	Quantity	Sale Price	Sub Total
HND303805-000-US	mobile DLA	1	$4,395.000	$4,395.00
TAG000005-000-US	RFID tag™ fullDiscDVD (500/Roll) Comes in rolls of 500	2	$303.200	$606.40
FLX000001-000-US	flexAMH System Standard Payment Terms: 50% on Order 40% on Shipment 10% on Acceptance	1	$119,210.220	$119,210.22
SCK600003-001-US	selfCheck 1000 white with coin & note (US)	3	$11,545.000	$34,635.00
TAG000010-000-US	RFID tag™ square (2,000/Roll)	85	$220.000	$18,700.00
GAT000820-001-US	RFID gate premium Direct mount, 2 aisle	1	$12,695.000	$12,695.00
GAT000810-001-US	RFID gate premium Direct mount, 1 aisle	1	$11,495.000	$11,495.00
AMH200041-000-US	AMH Bin large 900 x 600 x 865mm	5	$1,999.000	$9,995.00
SCK000033-001-US	Comprise SmartPay System (Per Terminal) for Freestanding Kiosks	3	$1,999.000	$5,997.00
STF000017-001-US	RFID workstation shielded NA	7	$999.000	$6,993.00
SCK200047-000-US	selfCheck 1000 UL Panel for Comprise	3	$204.970	$614.91
SER901178-000-US	3M Con. Station M811/812 Six M Month Rental Fee*	2	$1,795.000	$3,590.00
SHP000001-000-US	SHIPPING AND ADMINISTRATION Shipping is estimated on one receiving location, unless otherwise noted, and on current rates and proposal.	1	$7,707.850	$7,707.85
SWR000004-000-US	libraryConnect™ Devices subscription - 1 license / device	5	$0.000	$0.00
SWR000005-000-US	staffConnect gate Software licence Software Renewal $99/yr	5	$0.000	$0.00

Customer Official System Quote

Total (Less Sales Tax):	$236,634.38

Additional Details

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

GST/HST N° 859257321RT0001

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

Bibliotheca, LLC
3169 Holcomb Bridge Road, NW, Suite 200,
Norcross, GA 30071, USA

Phone No - 877-207-3127
Fax No - 1-877 689 2269
www.bibliotheca.com

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Approve modification to the Landscape Maintenance award and annual expenditure; Bid #029-2730-18/IT from $1,080,896.18 to $1,339,994.54 through the extent of the bid term on September 30, 2020.

EXPLANATION OF REQUEST:
On October 2, 2018, Commission approved the "Two Year Contract for Landscape Maintenance" Bid #029-2730-18/IT with an annual estimated expenditure in the amount of $1,080,896 which included the award amount of $900,896.18 and $100,000 for additional services on an as needed basis to the five (5) vendors. (Blue Marlin Investment Company (Cayco), Duval Landscaping, LV Superior Landscaping, Property Works and Vincent and Sons Landscaping.

In June 2019, the City terminated the contract with Duval Landscape for lack of performance. Accordingly the areas assigned to Duval Landscaping were reassigned according to the next lowest bid to Blue Marlin Investment Company (Cayco), Property Works, and LV Superior Landscaping.

After the initial bid was awarded, it was discovered that several lots, medians and right-of-ways were not included in the original award and/or bid. These areas were assigned to the vendors as additional services.

With the additional lots, medians, right-of-ways, and the reassignment of Duval Landscaping areas, the cost has increased and the original annual expenditure must be increased to $1,339,994.54 which includes $200,000 for additional services on an as needed basis for additional work as outlined in bid documents.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This bid is the most economical contractual landscaping services for various parks, building grounds, lots, alleyways, medians/right-of-ways, Cemetery, the Nuisance Abatement Program, and Median restoration. It also includes Additional Services needed for new areas along with arborist services and irrigation checks for specific issues not as scheduled maintenance.

FISCAL IMPACT: Budgeted

Award Totals by Vendor

	FY 18/19 Award	FY 19/20 Award
Blue Marlin Investment Company (Cayco)	$ 138,164.00	$ 208,274.00
Vincent and Sons	$ 580,270.78	$ 692,367.00
LV Superior Landscaping	$ 67,752.00	$ 64,801.20
Property Works	$ 129,676.76	$ 130,552.34
Duval Landscaping	$ 65,032.64	$ 0.00
Subtotal	**$ 980,896.18**	**$1,095,994.54**
Additional Services (As Needed) Various Vendors	$ 100,000.00	$ 200,000.00
Total	**$1,080,896.18**	**$1,295,994.54**

Fiscal Year 19/20 Budget by Account Number		
Account #001-2730-572-46-98 (Parks & Grounds)		$ 1,295,994.54
Account #001-2211-522-34.25 (Nuisance Abatement)		$ 25,000.00
Account #631-3110-539-49.17 (Cemetery)		$ 19,000.00
	Total	**$ 1,339,994.54**

ALTERNATIVES: Cost associated with these services can be adjusted by reducing service frequencies or by eliminating landscaped maintained areas.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Exhibit	Blue Marlin Investments (Cayco) - Services
Exhibit	Vincent & Sons - Services
Exhibit	LV Superior - Services
Exhibit	Property Works - Services

INVOICE FOR PAYMENT **CAYCO**

INVOICE NUMBER:
INVOICE DATE:
PERIOD - FROM:
TO:
P.O. No.: 190313

A		B		C	D	E		G		H
					WORK COMPLETED					
ITEM NUMBER		DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	FROM PREVIOUS INVOICES	THIS PERIOD		TOTAL COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
PARKS and FACILITIES (PF)										
PF/NW/003		**Fire Station #3 and Pistol Range @ 3501 North Congress Avenue**								
	1	-BASIC MAINTENANCE (39 times per year)	$ 50.00	$ 1,950.00				$ -	0%	$ 1,950.00
	2	-PRUNING (12 times per year)	$ 85.00	$ 1,020.00				$ -	0%	$ 1,020.00
	3	-IRRIGATION (12 times per year)	$ 60.00	$ 720.00				$ -	0%	$ 720.00
	4	-MULCHING (1 time per year)	$ 3,600.00	$ 3,600.00				$ -	0%	$ 3,600.00
	5	-TURF FERTILIZATION (2 times per year)	$ 250.00	$ 500.00				$ -	0%	$ 500.00
	6	-TREE FERTILIZATION (2 times per year)	$ 65.00	$ 130.00				$ -	0%	$ 130.00
	7	-PALM FERTILIZATION (2 times per year)	$ 65.00	$ 130.00				$ -	0%	$ 130.00
	8	-SHRUB FERTILIZATION (2 times per year)	$ 250.00	$ 500.00				$ -	0%	$ 500.00
PF/NW/004		**Fire Station #5 @ 2080 High Ridge Road**								
	1	-BASIC MAINTENANCE (39 times per year)	$ 65.00	$ 2,535.00				$ -	0%	$ 2,535.00
	2	-PRUNING (12 times per year)	$ 150.00	$ 1,800.00				$ -	0%	$ 1,800.00
	3	-IRRIGATION (12 times per year)	$ 60.00	$ 720.00				$ -	0%	$ 720.00
	4	-MULCHING (1 time per year)	$ 5,400.00	$ 5,400.00				$ -	0%	$ 5,400.00
	5	-TURF FERTILIZATION (2 times per year)	$ 190.00	$ 380.00				$ -	0%	$ 380.00
	6	-TREE FERTILIZATION (2 times per year)	$ 45.00	$ 90.00				$ -	0%	$ 90.00
	7	-PALM FERTILIZATION (2 times per year)	$ 45.00	$ 90.00				$ -	0%	$ 90.00
	8	-SHRUB FERTILIZATION (2 times per year)	$ 190.00	$ 380.00				$ -	0%	$ 380.00
PF/NW/006		**Heritage Park @ NW 10th Avenue & North Seacrest Blvd.**								
	1	-BASIC MAINTENANCE (39 times per year)	$ 35.00	$ 1,365.00				$ -	0%	$ 1,365.00
	2	-PRUNING (12 times per year)	$ 200.00	$ 2,400.00				$ -	0%	$ 2,400.00
	3	-IRRIGATION (12 times per year)	$ 150.00	$ 1,800.00				$ -	0%	$ 1,800.00
	4	-MULCHING (1 time per year)	$ 600.00	$ 600.00				$ -	0%	$ 600.00
	5	-TURF FERTILIZATION (2 times per year)	$ 100.00	$ 200.00				$ -	0%	$ 200.00
	6	-TREE FERTILIZATION (2 times per year)	$ 100.00	$ 200.00				$ -	0%	$ 200.00
	7	-PALM FERTILIZATION (2 times per year)	$ 100.00	$ 200.00				$ -	0%	$ 200.00
	8	-SHRUB FERTILIZATION (2 times per year)	$ 100.00	$ 200.00				$ -	0%	$ 200.00
PF/SW/004		**Fire Station #2 @ 2615 West Woolbright Road**								
	1	-BASIC MAINTENANCE (39 times per year)	$ 50.00	$ 1,950.00				$ -	0%	$ 1,950.00
	2	-PRUNING (12 times per year)	$ 42.00	$ 504.00				$ -	0%	$ 504.00
	3	-IRRIGATION (12 times per year)	$ 60.00	$ 720.00				$ -	0%	$ 720.00
	4	-MULCHING (1 time per year)	$ 5,340.00	$ 5,340.00				$ -	0%	$ 5,340.00
	5	-TURF FERTILIZATION (2 times per year)	$ 210.00	$ 420.00				$ -	0%	$ 420.00
	6	-TREE FERTILIZATION (2 times per year)	$ 35.00	$ 70.00				$ -	0%	$ 70.00
	7	-PALM FERTILIZATION (2 times per year)	$ 110.00	$ 220.00				$ -	0%	$ 220.00
	8	-SHRUB FERTILIZATION (2 times per year)	$ 105.00	$ 210.00				$ -	0%	$ 210.00
PF/SW/008		**Little League Park (Excluding the Ballfields) @ 300 SW 15th Avenue (Details and Hedge Line)**								
	1	-BASIC MAINTENANCE (39 times per year)	$ 180.00	$ 7,020.00				$ -	0%	$ 7,020.00
	2	-PRUNING (12 times per year)	$ 165.00	$ 1,980.00				$ -	0%	$ 1,980.00
	3	-IRRIGATION (12 times per year)	$ 100.00	$ 1,200.00				$ -	0%	$ 1,200.00
	4	-MULCHING (1 time per year)	$ 800.00	$ 800.00				$ -	0%	$ 800.00
	5	-TURF FERTILIZATION (2 times per year)	$ 495.00	$ 990.00				$ -	0%	$ 990.00
	6	-TREE FERTILIZATION (2 times per year)	$ 120.00	$ 240.00				$ -	0%	$ 240.00
	7	-PALM FERTILIZATION (2 times per year)	$ 120.00	$ 240.00				$ -	0%	$ 240.00
	8	-SHRUB FERTILIZATION (2 times per year)	$ 495.00	$ 990.00				$ -	0%	$ 990.00
PF/SW/009		**Police Sub-Station (Old Fire Station #2) @ 2210 South Congress Avenue**								
	1	-BASIC MAINTENANCE (39 times per year)	$ 25.00	$ 975.00				$ -	0%	$ 975.00
	2	-PRUNING (12 times per year)	$ 35.00	$ 420.00				$ -	0%	$ 420.00
	3	-IRRIGATION (12 times per year)	N/A	N/A						
	4	-MULCHING (1 time per year)	$ 500.00	$ 500.00				$ -	0%	$ 500.00
	5	-TURF FERTILIZATION (2 times per year)	$ 60.00	$ 120.00				$ -	0%	$ 120.00
	6	-TREE FERTILIZATION (2 times per year)	$ 10.00	$ 20.00				$ -	0%	$ 20.00
	7	-PALM FERTILIZATION (2 times per year)	$ 25.00	$ 50.00				$ -	0%	$ 50.00
	8	-SHRUB FERTILIZATION (2 times per year)	$ 105.00	$ 210.00				$ -	0%	$ 210.00

A		B		C	D	E		G		H
					WORK COMPLETED					
ITEM NUMBER		DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	FROM PREVIOUS INVOICES	THIS PERIOD		TOTAL COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
FUTURE PARK SITES (FP)										
FP/NW/001		**Meadows-Nautica Sound Park; see map**								
	1	-BASIC MAINTENANCE (26 times per year)	$ 250.00	$ 6,500.00				$ -	0%	$ 6,500.00
FP/NW/022		**Old Landfill (PCN 00-43-45-11-00-000-5020) 34 acres West of Military Trail, north of LeChalet off of Haverhill Extension**								
	1	-BASIC MAINTENANCE (12 times per year)	$ 950.00	$ 11,400.00				$ -	0%	$ 11,400.00
FP/SW/002		**Girl Scout Park (I95 & Chapelhill Drive; entrance off of Sunset); see map**								
	1	-BASIC MAINTENANCE (18 times per year)	$ 100.00	$ 1,800.00				$ -	0%	$ 1,800.00
FP/SW/003		**Woolbright Place (L-shaped Lot on SW 1st Court off of SW 8th Street); see map**								
	1	-BASIC MAINTENANCE (12 times per year)	$ 125.00	$ 1,500.00				$ -	0%	$ 1,500.00
MISCELLANEOUS (Misc)										
Misc/004		**Boynton Beach Extension (two times a week (Monday & Thursday or Friday) (Blow off, Pick up Fronds, Debris, Empty all Trash Cans)**								
	1	-BASIC MAINTENANCE (104 times per year)	$ 50.00	$ 5,200.00				$ -	0%	$ 5,200.00
Misc/005		**Model Block & MLK (three times a week) (Federal west to NW 1st Street) (Trash and Litter, Monday, Wednesday, Friday. (See map for location perimeters)**								
	1	-BASIC MAINTENANCE (156 times per year)	$ 50.00	$ 7,800.00				$ -	0%	$ 7,800.00
Misc/006		**Bus Stops (34 total) Monday and Friday (Pickup trash within 15' of bus stop) (Empty all trash cans) (See map for location perimeters)**								
	1	-BASIC MAINTENANCE (104 times per year)	$ 410.00	$ 42,640.00				$ -	0%	$ 42,640.00
Misc/007		**I-95 Woolbright, Boynton Beach Blvd, and Gateway) (1st week of every month) (Includes back of guardrail plus 2') (See map for location perimeters)**								
	1	-BASIC MAINTENANCE	$ 400.00	$ 4,800.00				$ -	0%	$ 4,800.00
Misc/007		**PARK TRASH RUN (three times a week)(Knollwood, Intracoastal, Jaycee, Meadows, Barrier Free, Oceanfront) (Empty all cans)**								
	1	-BASIC MAINTENANCE (156 times per year)	$ 300.00	$ 46,800.00				$ -	0%	$ 46,800.00
Misc/007		**MODEL BLOCK AND MLK MAINTENANCE**								
	1	-BASIC MAINTENANCE (39 times per year)	$ 225.00	$ 8,775.00				$ -	0%	$ 8,775.00
	2	-PRUNING (12 times per year)	$ 45.00	$ 540.00				$ -	0%	$ 540.00
	3	-IRRIGATION (12 times per year)	$ 65.00	$ 780.00				$ -	0%	$ 780.00
	4	-MULCHING (1 time per year)	$ 2,500.00	$ 2,500.00				$ -	0%	$ 2,500.00
	5	-TURF FERTILIZATION (2 times per year)	$ 105.00	$ 210.00				$ -	0%	$ 210.00
	6	-TREE FERTILIZATION (2 times per year)	$ 25.00	$ 50.00				$ -	0%	$ 50.00
	7	-PALM FERTILIZATION (2 times per year)	$ 25.00	$ 50.00				$ -	0%	$ 50.00
	8	-SHRUB FERTILIZATION (2 times per year)	$ 25.00	$ 50.00				$ -	0%	$ 50.00
MEDIANS AND RIGHTS-OF-WAY (MR)										
		QUANTUM DISTRICT (GROUP TOTAL)								
	1	-BASIC MAINTENANCE (39 times per year)	$ 100.00	$ 3,900.00				$ -	0%	$ 3,900.00
	2	-PRUNING (12 times per year)	$ 120.00	$ 1,440.00				$ -	0%	$ 1,440.00
	3	-IRRIGATION (12 times per year)	N/A	N/A						
	4	-MULCHING (1 time per year)	$ 800.00	$ 800.00				$ -	0%	$ 800.00
	5	-TURF FERTILIZATION (2 times per year)	$ 35.00	$ 70.00				$ -	0%	$ 70.00
	6	-TREE FERTILIZATION (2 times per year)	$ 10.00	$ 20.00				$ -	0%	$ 20.00
	7	-PALM FERTILIZATION (2 times per year)	$ 10.00	$ 20.00				$ -	0%	$ 20.00
	8	-SHRUB FERTILIZATION (2 times per year)	$ 5.00	$ 10.00				$ -	0%	$ 10.00
	9	One-Time Cleanup	$ 600.00	$ 600.00				$ -	0%	$ 600.00
ADDITIONAL MISCELLANEOUS SERVICES WITH PRIOR APPROVAL										
		VARIOUS ADDITIONAL SERVICES		$ -				$ -	0%	$ -
		Temp. Sara Sims Trash Run (3x/wk)	$ 50.00	$ -						$ -

A	B		C	D	E		G		H
				WORK COMPLETED					
ITEM NUMBER	DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	FROM PREVIOUS INVOICES	THIS PERIOD		TOTAL COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
Re-Award from 7/1/19 thru 9/31/20									
PF/SE/003	**Edward Harmening Arbor Park @ South Seacrest Blvd & Woolbright Road**								
1	-BASIC MAINTENANCE (39 times per year)	$ 20.00	$ 780.00				$ -	0%	$ 780.00
2	-PRUNING (12 times per year)	$ 17.00	$ 204.00				$ -	0%	$ 204.00
3	-IRRIGATION (12 times per year)	$ 25.00	$ 300.00				$ -	0%	$ 300.00
4	-MULCHING (1 time per year)	$ 300.00	$ 300.00				$ -	0%	$ 300.00
5	-TURF FERTILIZATION (2 times per year)	$ 75.00	$ 150.00				$ -	0%	$ 150.00
6	-TREE FERTILIZATION (2 times per year)	$ 20.00	$ 40.00				$ -	0%	$ 40.00
7	-PALM FERTILIZATION (2 times per year)	$ 50.00	$ 100.00				$ -	0%	$ 100.00
8	-SHRUB FERTILIZATION (2 times per year)	$ 50.00	$ 100.00				$ -	0%	$ 100.00
FP/NW/002	**Nickels Road Park; see map**								
1	-BASIC MAINTENANCE (12 times per year)	$ 115.00	$ 1,380.00				$ -	0%	$ 1,380.00
FP/NW/003	**Quantum Park; see map**								
1	-BASIC MAINTENANCE (12 times per year)	$ 300.00	$ 3,600.00				$ -	0%	$ 3,600.00
FP/SW/004	**Parcel west of Fire Station #2**								
1	-BASIC MAINTENANCE (12 times per year)	$ 80.50	$ 966.00				$ -	0%	$ 966.00
TOTAL			**$ 208,274.00**	**$ -**	**$ -**	**$ -**	**$ -**	**0%**	**$ 208,274.00**

INVOICE FOR PAYMENT **VINCENT AND SONS**

INVOICE NUMBER:
INVOICE DATE:
PERIOD - FROM:
TO:
PROJECT NO.:

A	B			C	D	E	G		H
ITEM NUMBER	DESCRIPTION OF WORK	COST PER SERVICE	FREQUENCY OF SERIVCE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)
PARKS and FACILITIES (PF)									
PF/NE/005	**DEMONSTRATION GARDEN**								
1	-BASIC MAINTENANCE (26 times per year)	$ 30.00	**26**	$ 780.00			0	0%	$ 780.00
2	-PRUNING (12 times per year)	$ 30.00	**12**	$ 360.00			0	0%	$ 360.00
3	-IRRIGATION (12 times per year)	$ 15.00	**12**	$ 180.00			0	0%	$ 180.00
4	-MULCHING (1 time per year)	$ 250.00	**1**	$ 250.00			0	0%	$ 250.00
5	-TURF FERTILIZATION (as directed)	$ 3.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (as directed)	$ 3.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (as directed)	$ 3.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (as directed)	$ 3.00	**0**	$ -			0	#DIV/0!	$ -
PF/NE/007	**KIWANIS-SIERRA PARK**								
1	-BASIC MAINTENANCE (39 times per year)	$ 30.00	**39**	$ 1,170.00			0	0%	$ 1,170.00
2	-PRUNING (12 times per year)	$ 2.00	**12**	$ 24.00			0	0%	$ 24.00
3	-IRRIGATION (12 times per year)	$ 22.00	**12**	$ 264.00			0	0%	$ 264.00
4	-MULCHING (1 time per year)	$ 100.00	**1**	$ 100.00			0	0%	$ 100.00
5	-TURF FERTILIZATION (as directed)	$ 1.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (as directed)	$ 1.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (as directed)	$ 1.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (as directed)	$ 1.00	**0**	$ -			0	#DIV/0!	$ -
PF/NE/013	**PALMETTO GREENS PARK - EAST**								
1	-BASIC MAINTENANCE (39 times per year)	$ 30.00	**39**	$ 1,170.00			0	0%	$ 1,170.00
2	-PRUNING (12 times per year)	$ 200.00	**12**	$ 2,400.00			0	0%	$ 2,400.00
3	-IRRIGATION (12 times per year)	$ 150.00	**12**	$ 1,800.00			0	0%	$ 1,800.00
4	-MULCHING (1 time per year)	$ 600.00	**1**	$ 600.00			0	0%	$ 600.00
5	-TURF FERTILIZATION (as directed)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (as directed)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (as directed)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (as directed)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -

PF/NE/015	**DEWEY PARK**								
1	-BASIC MAINTENANCE (39 times per year)	$ 36.00	**39**	$ 1,404.00			0	0%	$ 1,404.00
2	-PRUNING (12 times per year)	$ 69.00	**12**	$ 828.00			0	0%	$ 828.00
3	-IRRIGATION (12 times per year)	$ 35.00	**12**	$ 420.00			0	0%	$ 420.00
4	-MULCHING (1 time per year)	$ 225.00	**1**	$ 225.00			0	0%	$ 225.00
5	-TURF FERTILIZATION (as directed)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (as directed)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (as directed)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (as directed)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
PF/NW/010	**MEADOWS PARK**								
1	-BASIC MAINTENANCE (39 times per year)	$ 420.00	**39**	$ 16,380.00			0	0%	$ 16,380.00
2	-PRUNING (12 times per year)	$ 360.00	**12**	$ 4,320.00			0	0%	$ 4,320.00
3	-IRRIGATION (12 times per year)	$ 25.00	**12**	$ 300.00			0	0%	$ 300.00
4	-MULCHING (1 time per year)	$ 2,300.00	**1**	$ 2,300.00			0	0%	$ 2,300.00
5	-TURF FERTILIZATION (as directed)	$ 600.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (as directed)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (as directed)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (as directed)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -
PF/NW/015	**Sara Sims Park @ 234 NW 9th Avenue**								
1	-BASIC MAINTENANCE (39 times per year)	$ 800.00	**39**	$ 31,200.00			0	0%	$ 31,200.00
2	-PRUNING (12 times per year)	$ 225.00	**12**	$ 2,700.00			0	0%	$ 2,700.00
3	-IRRIGATION (12 times per year)	$ 225.00	**12**	$ 2,700.00			0	0%	$ 2,700.00
4	-MULCHING (1 time per year)	$ 2,500.00	**1**	$ 2,500.00			0	0%	$ 2,500.00
5	-TURF FERTILIZATION (as directed)	$ 1,020.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (as directed)	$ 425.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (as directed)	$ 425.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (as directed)	$ 255.00	**0**	$ -			0	#DIV/0!	$ -
PF/SW/007	**Hibiscus Park @ 660 SW 1st Avenue**								
1	-BASIC MAINTENANCE (39 times per year)	$ 40.00	**39**	$ 1,560.00			0	0%	$ 1,560.00
2	-PRUNING (12 times per year)	$ 10.00	**12**	$ 120.00			0	0%	$ 120.00
3	-IRRIGATION (12 times per year)	$ 60.00	**12**	$ 720.00			0	0%	$ 720.00
4	-MULCHING (1 time per year)	$ 400.00	**1**	$ 400.00			0	0%	$ 400.00
5	-TURF FERTILIZATION (as directed)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (as directed)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (as directed)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (as directed)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -

MEDIANS AND RIGHTS-OF-WAY (MR)

	North Federal Highway Medians (NF-1 thru NF-21) & ROWs TOTAL								
1	-BASIC MAINTENANCE (50 times per year)	$ 710.00	**50**	$ 35,500.00			0	0%	$ 35,500.00
2	-PRUNING (12 times per year)	$ 2,269.00	**12**	$ 27,228.00			0	0%	$ 27,228.00
3	-IRRIGATION (12 times per year)	$ 910.00	**12**	$ 10,920.00			0	0%	$ 10,920.00
4	-MULCHING (1 time per year)	$ 10,310.00	**1**	$ 10,310.00			0	0%	$ 10,310.00
5	-TURF FERTILIZATION (2 times per year)	$ 0.23	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 46.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 46.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 184.00	**0**	$ -			0	#DIV/0!	$ -
	Gateway Blvd. Median & ROWs (GWB-1 thru GWB-24) TOTAL								
1	-BASIC MAINTENANCE (50 times per year)	$ 680.00	**50**	$ 34,000.00			0	0%	$ 34,000.00
2	-PRUNING (12 times per year)	$ 711.00	**12**	$ 8,532.00			0	0%	$ 8,532.00
3	-IRRIGATION (12 times per year)	$ 187.00	**12**	$ 2,244.00			0	0%	$ 2,244.00
4	-MULCHING (1 time per year)	$ 2,587.00	**1**	$ 2,587.00			0	0%	$ 2,587.00
5	-TURF FERTILIZATION (2 times per year)	$ 68.50	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 28.01	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 13.01	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 13.00	**0**	$ -			0	#DIV/0!	$ -
	Boynton Beach Blvd Medians (BB-1 thru BB-20) TOTAL								
1	-BASIC MAINTENANCE (50 times per year)	$ 600.00	**50**	$ 30,000.00			0	0%	$ 30,000.00
2	-PRUNING (12 times per year)	$ 1,180.00	**12**	$ 14,160.00			0	0%	$ 14,160.00
3	-IRRIGATION (12 times per year)	$ 256.00	**12**	$ 3,072.00			0	0%	$ 3,072.00
4	-MULCHING (1 time per year)	$ 2,910.00	**1**	$ 2,910.00			0	0%	$ 2,910.00
5	-TURF FERTILIZATION (2 times per year)	$ 16.62	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 19.60	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 21.60	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 14.60	**0**	$ -			0	#DIV/0!	$ -
	East Ocean Ave. ROWs & Medians (OA-2 thru OA-7) TOTAL								
1	-BASIC MAINTENANCE (26 times per year)	$ 245.00	**26**	$ 6,370.00			0	0%	$ 6,370.00
2	-PRUNING (12 times per year)	$ 570.00	**12**	$ 6,840.00			0	0%	$ 6,840.00
3	-IRRIGATION (12 times per year)	$ 200.00	**12**	$ 2,400.00			0	0%	$ 2,400.00
4	-MULCHING (1 time per year)	$ 1,440.00	**1**	$ 1,440.00			0	0%	$ 1,440.00
5	-TURF FERTILIZATION (2 times per year)	$ 30.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 30.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 30.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 30.00	**0**	$ -			0	#DIV/0!	$ -
	Seacrest Medians & ROWs TOTAL								
1	-BASIC MAINTENANCE (50 times per year)	$ 1,115.00	**50**	$ 55,750.00			0	0%	$ 55,750.00
2	-PRUNING (12 times per year)	$ 1,832.00	**12**	$ 21,984.00			0	0%	$ 21,984.00
3	-IRRIGATION (12 times per year)	$ 606.00	**12**	$ 7,272.00			0	0%	$ 7,272.00
4	-MULCHING (1 time per year)	$ 5,855.00	**1**	$ 5,855.00			0	0%	$ 5,855.00
5	-TURF FERTILIZATION (2 times per year)	$ 185.13	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 172.07	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 355.04	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 659.04	**0**	$ -			0	#DIV/0!	$ -

	Circle Islands (CI-2 thru CI-9) TOTAL								
1	-BASIC MAINTENANCE (26 times per year)	$ 90.00	**26**	$ 2,340.00			0	0%	$ 2,340.00
2	-PRUNING (12 times per year)	$ 690.00	**12**	$ 8,280.00			0	0%	$ 8,280.00
3	-IRRIGATION (12 times per year)	$ 160.00	**12**	$ 1,920.00			0	0%	$ 1,920.00
4	-MULCHING (1 time per year)	$ 1,290.00	**1**	$ 1,290.00			0	0%	$ 1,290.00
5	-TURF FERTILIZATION (2 times per year)	$ 0.06	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 32.02	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 22.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 100.02	**0**	$ -			0	#DIV/0!	$ -
	North Congress Avenue Medians (NC-1 thru NC-23) to the outer curb edge								
1	-BASIC MAINTENANCE (50 times per year)	$ 130.00	**50**	$ 6,500.00			0	0%	$ 6,500.00
2	-PRUNING (12 times per year)	$ 720.00	**12**	$ 8,640.00			0	0%	$ 8,640.00
3	-IRRIGATION (12 times per year)	$ 300.00	**12**	$ 3,600.00			0	0%	$ 3,600.00
4	-MULCHING (1 time per year)	$ 2,880.00	**1**	$ 2,880.00			0	0%	$ 2,880.00
5	-TURF FERTILIZATION (2 times per year)	$ 0.12	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 60.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 60.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 120.00	**0**	$ -			0	#DIV/0!	$ -
	Hypoluxo Road Medians (HR-11 thru HR-16) TOTAL								
1	-BASIC MAINTENANCE (26 times per year)	$ 120.00	**26**	$ 3,120.00			0	0%	$ 3,120.00
2	-PRUNING (12 times per year)	$ 2.00	**12**	$ 24.00			0	0%	$ 24.00
3	-IRRIGATION (12 times per year)	$ 1.00	**12**	$ 12.00			0	0%	$ 12.00
4	-MULCHING (1 time per year)	$ 100.00	**1**	$ 100.00			0	0%	$ 100.00
5	-TURF FERTILIZATION (2 times per year)	$ 2.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 10.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 2.00	**0**	$ -			0	#DIV/0!	$ -
	Knuth Road ROWs (KR-1 thru KR-4) TOTAL								
1	-BASIC MAINTENANCE (26 times per year)	$ 110.00	**26**	$ 2,860.00			0	0%	$ 2,860.00
2	-PRUNING (12 times per year)	$ 20.00	**12**	$ 240.00			0	0%	$ 240.00
3	-IRRIGATION (12 times per year)	$ -	**12**	$ -					
4	-MULCHING (1 time per year)	$ -	**1**	$ -					
5	-TURF FERTILIZATION (2 times per year)	$ 2.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 2.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 2.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$ -

	South Federal Highway Medians (SF-1 thru SF-26) & ROWs TOTAL								
1	-BASIC MAINTENANCE (50 times per year)	$ 452.00	**50**	$ 22,600.00			0	0%	$ 22,600.00
2	-PRUNING (12 times per year)	$ 2,427.00	**12**	$ 29,124.00			0	0%	$ 29,124.00
3	-IRRIGATION (12 times per year)	$ 477.00	**12**	$ 5,724.00			0	0%	$ 5,724.00
4	-MULCHING (1 time per year)	$ 6,382.00	**1**	$ 6,382.00			0	0%	$ 6,382.00
5	-TURF FERTILIZATION (2 times per year)	$ 4.25	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 212.02	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 201.02	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 241.02	**0**	$ -			0	#DIV/0!	$ -
	SE 4th Street Medians & ROWs SE-1 thru SE-9 TOTAL								
1	-BASIC MAINTENANCE (26 times per year)	$ 52.50	**26**	$ 1,365.00			0	0%	$ 1,365.00
2	-PRUNING (12 times per year)	$ 360.00	**12**	$ 4,320.00			0	0%	$ 4,320.00
3	-IRRIGATION (12 times per year)	$ 150.00	**12**	$ 1,800.00			0	0%	$ 1,800.00
4	-MULCHING (1 time per year)	$ 840.00	**1**	$ 840.00			0	0%	$ 840.00
5	-TURF FERTILIZATION (2 times per year)	$ 0.05	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 50.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 50.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 25.00	**0**	$ -			0	#DIV/0!	$ -
	South Congress Avenue Medians (SC-1 thru SC-19) TOTAL								
1	-BASIC MAINTENANCE (50 times per year)	$ 630.00	**50**	$ 31,500.00			0	0%	$ 31,500.00
2	-PRUNING (12 times per year)	$ 802.00	**12**	$ 9,624.00			0	0%	$ 9,624.00
3	-IRRIGATION (12 times per year)	$ 480.00	**12**	$ 5,760.00			0	0%	$ 5,760.00
4	-MULCHING (1 time per year)	$ 3,800.00	**1**	$ 3,800.00			0	0%	$ 3,800.00
5	-TURF FERTILIZATION (2 times per year)	$ 461.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 151.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 114.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 128.00	**0**	$ -			0	#DIV/0!	$ -
	Woolbright Road Medians (WR-1 thru WR-10) TOTAL								
1	-BASIC MAINTENANCE (50 times per year)	$ 330.00	**50**	$ 16,500.00			0	0%	$ 16,500.00
2	-PRUNING (12 times per year)	$ 450.00	**12**	$ 5,400.00			0	0%	$ 5,400.00
3	-IRRIGATION (12 times per year)	$ 333.00	**12**	$ 3,996.00			0	0%	$ 3,996.00
4	-MULCHING (1 time per year)	$ 900.00	**1**	$ 900.00			0	0%	$ 900.00
5	-TURF FERTILIZATION (2 times per year)	$ 240.00	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 30.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 90.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 30.00	**0**	$ -			0	#DIV/0!	$ -

LOTS (LT)

LT/NE/008	**LOT east of 339 East Martin Luther King Jr. Blvd./NE 10th Avenue (PCN 08-43-45-21-27-001-0090)**									
1	-BASIC MAINTENANCE (12 times per year)	$ 30.00	**12**	$ 360.00			0	0%	$ 360.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
LT/NE/012	**Animal Shelter Site @ 415 NE 4th Street**									
1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	**18**	$ 540.00			0	0%	$ 540.00
LT/NW/028	**Lot on NW 1st St 1204 NW 1st St (PCN 08-43-45-21-17-003-0050)**									
1	-BASIC MAINTENANCE (12 times per year)	$ 30.00	**12**	$ 360.00			0	0%	$ 360.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
LT/SW/001	**LOT on SW 3rd Avenue just west of 730 SW 3rd Avenue (PCN 08-43-45-29-01-020-0071)**									
1	-BASIC MAINTENANCE (12 times per year)	$ 30.00	**12**	$ 360.00			0	0%	$ 360.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
LT/SW/005	**Lot East of 566 W. Ocean Ave.**									
1	-BASIC MAINTENANCE (12 times per year)	$ 30.00	**12**	$ 360.00			0	0%	$ 360.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00

MISCELLANEOUS (Misc)

Misc/002	**Clinic, 1620 S. Seacrest Blvd. (Once a month)**								
1	-BASIC MAINTENANCE (12 times per year)	$ 40.00	**12**	$ 480.00			0	0%	$ 480.00
2	-PRUNING (12 times per year)	$ 200.00	**12**	$ 2,400.00			0	0%	$ 2,400.00
3	-IRRIGATION (12 times per year)	$ 60.00	**12**	$ 720.00			0	0%	$ 720.00
4	-MULCHING (1 time per year)	$ 750.00	**1**	$ 750.00			0	0%	$ 750.00
5	-TURF FERTILIZATION (2 times per year)	$ 0.01	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 50.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 20.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 20.00	**0**	$ -			0	#DIV/0!	$ -
Misc/003	**Boynton Memorial Cemetery & Mausoleum - Entrance Median (Once a month)**								
1	-BASIC MAINTENANCE (12 times per year)	$ 40.00	**12**	$ 480.00			0	0%	$ 480.00
2	-PRUNING (12 times per year)	$ 125.00	**12**	$ 1,500.00			0	0%	$ 1,500.00
3	-IRRIGATION (12 times per year)	$ -	**12**	$ -					
4	-MULCHING (1 time per year)	$ 500.00	**1**	$ 500.00			0	0%	$ 500.00
5	-TURF FERTILIZATION (2 times per year)	n/a	**0**	$ -			0	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ 250.00	**0**	$ -			0	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ 100.00	**0**	$ -			0	#DIV/0!	$ -

ADDITIONAL MISCELLANEOUS SERVICES WITH PRIOR APPROVAL

	VARIOUS ADDITIONAL SERVICES			$ -			0		$ -

ADDITIONAL AWARDED SERVICES - POST BID AWARD

	Entrance area of the East SF-5 ROW at Greenbriar Drive & 7th Street: see map								
	-BASIC MAINTENANCE (26 times per year)	$ 12.00	**26**	$ 312.00			0	0%	$ 312.00
	-PRUNING (12 times per year)	$ 60.00	**12**	$ 720.00			0	0%	$ 720.00
	-IRRIGATION (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
	-MULCHING (1 time per year)	$ 100.00	**1**	$ 100.00			0	0%	$ 100.00
	Gulfstream Blvd Medians GSB-1 thru GSB-6 & ROW's to the outer curb edge of Gulfstream Blvd on the North Side								
	-BASIC MAINTENANCE (26 times per year)	$ 70.00	**26**	$ 1,820.00			0	0%	$ 1,820.00
	-PRUNING (12 times per year)	$ 360.00	**12**	$ 4,320.00			0	0%	$ 4,320.00
	-IRRIGATION (12 times per year)	$ 100.00	**12**	$ 1,200.00			0	0%	$ 1,200.00
	-MULCHING (1 time per year)	$ 600.00	**1**	$ 600.00			0	0%	$ 600.00
	West ROW on SE 2nd Street from SE 23rd Avenue/Golf Road to SE 26th Avenue								
	-BASIC MAINTENANCE (12 times per year)	$ 60.00	**12**	$ 720.00			0	0%	$ 720.00
	-PRUNING (12 times per year)	$ 1.00	**12**	$ 12.00			0	0%	$ 12.00
	-IRRIGATION (12 times per year)	$ 1.00	**12**	$ 12.00			0	0%	$ 12.00
	-MULCHING (1 time per year)	$ 1.00	**1**	$ 1.00			0	0%	$ 1.00

West side ROW on Old Dixie Highway from North Sunset Road to Gulfstream Blvd									
-BASIC MAINTENANCE (26 times per year)	$ 60.00	**26**	$ 1,560.00			0	0%	$	1,560.00
-PRUNING (12 times per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$	-
SW 25th Place Medians SW25PL-1 thru SW25PL-3 (Gulfview Harbour off of S Congress Ave)									
-BASIC MAINTENANCE (26 times per year)	$ 30.00	**26**	$ 780.00			0	0%	$	780.00
-PRUNING (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 211.00	**1**	$ 211.00			0	0%	$	211.00
SW 27th Avenue Medians SW27AV-1 thru SW27AV-3 (Gulfview Harbor off os S Congress Ave)									
-BASIC MAINTENANCE (26 times per year)	$ 30.00	**26**	$ 780.00			0	0%	$	780.00
-PRUNING (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 211.00	**1**	$ 211.00			0	0%	$	211.00
ROW on North side of Palmland Drive									
-BASIC MAINTENANCE (18 times per year)	$ 30.00	**18**	$ 540.00			0	0%	$	540.00
-PRUNING (12 times per year)	$ 1.00	**12**	$ 12.00			0	0%	$	12.00
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ -	**1**	$ -			0	#DIV/0!	$	-
NW 12th Ave Medians (NW12-1 & NW12-2)									
-BASIC MAINTENANCE (12 times per year)	$ 15.00	**12**	$ 180.00			0	0%	$	180.00
-PRUNING (12 times per year)	$ 25.00	**0**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 45.00	**0**	$ -			0	#DIV/0!	$	-
NW 13th Ave Medians (NW13-1 & NW13-2)									
-BASIC MAINTENANCE (12 times per year)	$ 15.00	**12**	$ 180.00			0	0%	$	180.00
-PRUNING (12 times per year)	$ 25.00	**0**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 45.00	**0**	$ -			0	#DIV/0!	$	-
ROW north side of SW 23rd Ave/Golf Road at SW 3rd Street									
-BASIC MAINTENANCE (12 times per year)	$ 45.00	**12**	$ 540.00			0	0%	$	540.00
-PRUNING (12 times per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
Ridgewood Estates Median & ROW's along south side of SW 23rd Ave/Golf Rd south to SW 23rd Terrace (extra wide area)									
-BASIC MAINTENANCE (26 times per year)	$ 180.00	**26**	$ 4,680.00			0	0%	$	4,680.00
-PRUNING (12 times per year)	$ 75.00	**12**	$ 900.00			0	0%	$	900.00
-IRRIGATION (12 times per year)	$ 60.00	**12**	$ 720.00			0	0%	$	720.00
-MULCHING (1 time per year)	$ 125.00	**0**	$ -			0	#DIV/0!	$	-
Chapel Hill Blvd, Entrance/Medians CHB-1 thru CHB-6									
-BASIC MAINTENANCE (26 times per year)	$ 230.00	**26**	$ 5,980.00			0	0%	$	5,980.00
-PRUNING (6 times per year)	$ 150.00	**6**	$ 900.00			0	0%	$	900.00
-IRRIGATION (12 times per year)	$ 60.00	**12**	$ 720.00			0	0%	$	720.00
-MULCHING (1 time per year)	$ 600.00	**0**	$ -			0	#DIV/0!	$	-
ROW along I95 wall/SW 4th Street from Sw 4th Avenue to SW 10th Avenue									
-BASIC MAINTENANCE (12 times per year)	$ 180.00	**12**	$ 2,160.00			0	0%	$	2,160.00
-PRUNING (12 times per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
ROW's on Northside of NE 26th Ave between NE 3rd Street & NE 4th Street									
-BASIC MAINTENANCE (26 times per year)	$ 25.00	**26**	$ 650.00			0	0%	$	650.00
-PRUNING (12 times per year)	$ 120.00	**12**	$ 1,440.00			0	0%	$	1,440.00
-IRRIGATION (12 times per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 100.00	**0**	$ -			0	#DIV/0!	$	-
Rolling Green School Parking Lot & ROW's on NE 26th Avenue near NE 3rd Court									
-BASIC MAINTENANCE (50 times per year)	$ 80.00	**50**	$ 4,000.00			0	0%	$	4,000.00
-PRUNING (12 times per year)	$ 65.00	**12**	$ 780.00			0	0%	$	780.00
-IRRIGATION (12 times per year)	$ 40.00	**12**	$ 480.00			0	0%	$	480.00
-MULCHING (1 time per year)	$ 250.00	**0**	$ -			0	#DIV/0!	$	-
Ocean Parkway Medians OP-1 thru OP-7									
-BASIC MAINTENANCE (26 times per year)	$ 80.00	**26**	$ 2,080.00			0	0%	$	2,080.00
-PRUNING (12 times per year)	$ 280.00	**12**	$ 3,360.00			0	0%	$	3,360.00
-IRRIGATION (12 times per year)	$ 140.00	**12**	$ 1,680.00			0	0%	$	1,680.00
-MULCHING (1 time per year)	$ 1,400.00	**0**	$ -			0	#DIV/0!	$	-

ROW along I95 Corridor between Arthur Court & South Atlantic Drive West									
-BASIC MAINTENANCE (26 times per year)	$ 65.00	**26**	$ 1,690.00			0	0%	$	1,690.00
-PRUNING (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
NW 17th Ave Medians (NW17-1 thru NW17-6) including ROW on the north side of the road									
-BASIC MAINTENANCE (26 times per year)	$ 80.00	**26**	$ 2,080.00			0	0%	$	2,080.00
-PRUNING (12 times per year)	$ 480.00	**12**	$ 5,760.00			0	0%	$	5,760.00
-IRRIGATION (12 times per year)	$ 140.00	**12**	$ 1,680.00			0	0%	$	1,680.00
-MULCHING (1 time per year)	$ 1,680.00	**0**	$ -			0	#DIV/0!	$	-
Seacrest Court Median off of North Seacrest Blvd									
-BASIC MAINTENANCE (26 times per year)	$ 15.00	**26**	$ 390.00			0	0%	$	390.00
-PRUNING (12 times per year)	$ 80.00	**12**	$ 960.00			0	0%	$	960.00
-IRRIGATION (12 times per year)	$ 15.00	**12**	$ 180.00			0	0%	$	180.00
-MULCHING (1 time per year)	$ 500.00	**0**	$ -			0	#DIV/0!	$	-
Hibiscus Median at the Intersection of SW 2nd Ave, West Ocean Ave & SW 7th Street									
-BASIC MAINTENANCE (26 times per year)	$ 15.00	**26**	$ 390.00			0	0%	$	390.00
-PRUNING (12 times per year)	$ 100.00	**12**	$ 1,200.00			0	0%	$	1,200.00
-IRRIGATION (12 times per year)	$ 10.00	**12**	$ 120.00			0	0%	$	120.00
-MULCHING (1 time per year)	$ 150.00	**0**	$ -			0	#DIV/0!	$	-
Railroad Avenue east ROW from Road Edge & Grand Rail back 15 feet (C16 Canal south to Boynton Bch Blvd)									
-BASIC MAINTENANCE (12 times per year)	$ 200.00	**12**	$ 2,400.00			0	0%	$	2,400.00
-PRUNING (12 times per year)	$ 100.00	**12**	$ 1,200.00			0	0%	$	1,200.00
-IRRIGATION (12 times per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 100.00	**0**	$ -			0	#DIV/0!	$	-
Winchester Park Blvd Paved Median WPB1 thru WPB3									
-BASIC MAINTENANCE (12 times per year)	$ 15.00	**12**	$ 180.00			0	0%	$	180.00
-PRUNING (12 times per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
-IRRIGATION (12 times per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
ROW on West Industrial Ave/West Side (Work needs to be completed during non-business hours, Saturday)									
-BASIC MAINTENANCE (26 times per year)	$ 125.00	**26**	$ 3,250.00			0	0%	$	3,250.00
-PRUNING (12 times per year)	$ 150.00	**12**	$ 1,800.00			0	0%	$	1,800.00
-IRRIGATION (12 times per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 100.00	**0**	$ -			0	#DIV/0!	$	-
Venetian Isles Medians (2 areas at the ends of Venice Dr & Isles Ct)									
-BASIC MAINTENANCE (26 times per year)	$ 20.00	**26**	$ 520.00			0	0%	$	520.00
-PRUNING (12 times per year)	$ 30.00	**12**	$ 360.00			0	0%	$	360.00
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ 100.00	**0**	$ -			0	#DIV/0!	$	-
American Legion Median									
-BASIC MAINTENANCE (26 times per year)	$ 25.00	**26**	$ 650.00			0	0%	$	650.00
-PRUNING (12 times per year)	$ 80.00	**12**	$ 960.00			0	0%	$	960.00
-IRRIGATION (12 times per year)	$ 10.00	**12**	$ 120.00			0	0%	$	120.00
-MULCHING (1 time per year)	$ 200.00	**0**	$ -			0	#DIV/0!	$	-
ROW along the south side of NE 21st Ave from NE 4th St to the Railroad property									
-BASIC MAINTENANCE (26 times per year)	$ 45.00	**26**	$ 1,170.00			0	0%	$	1,170.00
-PRUNING (12 times per year)	$ 10.00	**12**	$ 120.00			0	0%	$	120.00
-IRRIGATION (12 times per year)	$ -	**0**	$ -			0	#DIV/0!	$	-
-MULCHING (1 time per year)	$ -	**0**	$ -			0	#DIV/0!	$	-

Oak Street Right of Way (Mow and prune hedge south side and top)								
-BASIC MAINTENANCE (26 times per year)	$ 15.00	**26**	$ 390.00			0	0%	$ 390.00
-PRUNING (12 times per year)	$ 125.00	**12**	$ 1,500.00			0	0%	$ 1,500.00
-IRRIGATION (12 times per year)	$ 5.00	**0**	$ -			0	#DIV/0!	$ -
-MULCHING (1 time per year)	$ 160.00	**0**	$ -			0	#DIV/0!	$ -
Yachtmans Cove ROW's along curve on NE 15th Place								
-BASIC MAINTENANCE (26 times per year)	$ 20.00	**26**	$ 520.00			0	0%	$ 520.00
-PRUNING (12 times per year)	$ 100.00	**12**	$ 1,200.00			0	0%	$ 1,200.00
-IRRIGATION (12 times per year)	$ 30.00	**12**	$ 360.00			0	0%	$ 360.00
-MULCHING (1 time per year)	$ 400.00	**0**	$ -			0	#DIV/0!	$ -
West ROW for NF-5 thru NF-9 (Between Railroad ROW and the curb								
-BASIC MAINTENANCE (26 times per year)	$ 105.00	**26**	$ 2,730.00			0	0%	$ 2,730.00
-PRUNING (12 times per year)	$ 300.00	**12**	$ 3,600.00			0	0%	$ 3,600.00
-IRRIGATION (12 times per year)	$ 200.00	**12**	$ 2,400.00			0	0%	$ 2,400.00
-MULCHING (1 time per year)	$ 2,500.00	**0**	$ -			0	#DIV/0!	$ -
West ROW for NF-1 thru NF-4 (Between Railroad ROW and the curb								
-BASIC MAINTENANCE (26 times per year)	$ 105.00	**26**	$ 2,730.00			0	0%	$ 2,730.00
-PRUNING (12 times per year)	$ 300.00	**12**	$ 3,600.00			0	0%	$ 3,600.00
-IRRIGATION (12 times per year)	$ 200.00	**12**	$ 2,400.00			0	0%	$ 2,400.00
-MULCHING (1 time per year)	$ 2,500.00	**0**	$ -			0	#DIV/0!	$ -
West ROW for NF-10 & NF-11(Between Railroad ROW and the curb								
-BASIC MAINTENANCE (26 times per year)	$ 105.00	**26**	$ 2,730.00			0	0%	$ 2,730.00
-PRUNING (12 times per year)	$ 300.00	**12**	$ 3,600.00			0	0%	$ 3,600.00
-IRRIGATION (12 times per year)	$ 200.00	**12**	$ 2,400.00			0	0%	$ 2,400.00
-MULCHING (1 time per year)	$ 2,500.00	**0**	$ -			0	#DIV/0!	$ -
High Ridge Road Medians & ROWs to the back of the curb HRG-01 thru HRG-04								
-BASIC MAINTENANCE (26 times per year)	$ 60.00	**26**	$ 1,560.00			0	0%	$ 1,560.00
-PRUNING (12 times per year)	$ 80.00	**12**	$ 960.00			0	0%	$ 960.00
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-MULCHING (1 time per year)	$ 200.00	**0**	$ -			0	#DIV/0!	$ -
High Ridge Road Medians Quantum District								
-BASIC MAINTENANCE (26 times per year)	$ 500.00	**26**	$ 13,000.00			0	0%	$ 13,000.00
-PRUNING (12 times per year)	$ 1.00	**12**	$ 12.00			0	0%	$ 12.00
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-MULCHING (1 time per year)	$ 2,000.00	**0**	$ -			0	#DIV/0!	$ -
SW 30th Avenue Medians SW30AV-1 thru SW30AV-5 (East of South Congress Ave)								
-BASIC MAINTENANCE (26 times per year)	$ 30.00	**26**	$ 780.00			0	0%	$ 780.00
-PRUNING (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-MULCHING (1 time per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$ -
ROW on SE corner of NW 7th Court & NW 4th Avenue along residnece @ 814 NW 4th Avenue								
-BASIC MAINTENANCE (26 times per year)	$ 25.00	**26**	$ 650.00			0	0%	$ 650.00
-PRUNING (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-MULCHING (1 time per year)	$ -	**0**	$ -			0	#DIV/0!	$ -
Castillo Lane Median								
-BASIC MAINTENANCE (26 times per year)	$ 10.00	**26**	$ 260.00			0	0%	$ 260.00
-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
-IRRIGATION (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
-MULCHING (1 time per year)	$ 20.00	**0**	$ -			0	#DIV/0!	$ -
Riviera Dr Median								
-BASIC MAINTENANCE (26 times per year)	$ -	**26**	$ -			0	#DIV/0!	$ -
-PRUNING (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-IRRIGATION (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
-MULCHING (1 time per year)	$ -	**0**	$ -			0	#DIV/0!	$ -
Circular Median on SW 14th Place near 3251 SW 14th Place								
-BASIC MAINTENANCE (26 times per year)	$ 30.00	**26**	$ 780.00			0	0%	$ 780.00
-PRUNING (12 times per year)	$ 1.00	**12**	$ 12.00			0	0%	$ 12.00
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-MULCHING (1 time per year)	$ 1.00	**0**	$ -			0	#DIV/0!	$ -
ROW on North side of Palmland Drive								
-BASIC MAINTENANCE (26 times per year)	$ 30.00	**26**	$ 780.00			0	0%	$ 780.00
-PRUNING (12 times per year)	$ 1.00	**12**	$ 12.00			0	0%	$ 12.00
-IRRIGATION (12 times per year)	$ -	**12**	$ -			0	#DIV/0!	$ -
-MULCHING (1 time per year)	$ -	**0**	$ -			0	#DIV/0!	$ -

	LOT on NE 3rd Street just north of 404 E MLK Jr. Blvd (PCN 08-43-45-21-18-000-1540)									
1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	**18**	$ 540.00			0	0%	$ 540.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
	LOT on NE 3rd Street the 2nd lot south of 404 E MLK Jr. Blvd (PCN 08-43-45-21-18-000-1550)									
1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	**18**	$ 540.00			0	0%	$ 540.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
	LOT on NW 1st Street just north of 2221 NW 1st Street (PCN 08-43-45-16-01-022-0381)									
1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	**18**	$ 540.00			0	0%	$ 540.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
	LOT on N Seacrest 909 N Seacrest Blvd (PCN 08-43-45-21-07-004-1450)									
1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	**18**	$ 540.00			0	0%	$ 540.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
	LOT on N Seacrest 913 N Seacrest Blvd (PCN 08-43-45-21-07-004-1330)									
1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	**18**	$ 540.00			0	0%	$ 540.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
	LOT on SW 24th Avenue including along wall (PCN 08-43-45-32-01-002-0110)									
1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	**18**	$ 540.00			0	0%	$ 540.00
2	-PRUNING (12 times per year)	$ 5.00	**12**	$ 60.00			0	0%	$ 60.00
TOTAL				$692,367.00	0	0	0	0%	$692,367.00

INVOICE FOR PAYMENT LV Superior

INVOICE NUMBER:
INVOICE DATE:
PERIOD - FROM:
TO:
P.O. NO.: 190310

A	B		C	D	E	G		H
				WORK COMPLETED		TOTAL		
ITEM NUMBER	DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	FROM PREVIOUS INVOICES	THIS PERIOD	COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
	ALLEYWAYS							
AW/NE/001	NE 26th Avenue at End of Road from NE 4th Street to Federal Highway							
1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	$ 540.00	$ -		$ -	0%	$ 540.00
2	-PRUNING (12 times per year)	$ 12.00	$ 144.00	$ -		$ -	0%	$ 144.00
	Sub-Total		**$ 684.00**	**$ -**		**$ -**	**0%**	**$ 684.00**
AW/NE/002	NE 3rd Street at End of Road from NE 11th Avenue to Mid-Alley before NE 12th Avenue							
1	-BASIC MAINTENANCE (18 times per year)	$ 60.00	$ 1,080.00	$ -		$ -	0%	$ 1,080.00
2	-PRUNING (12 times per year)	$ 42.00	$ 504.00	$ -		$ -	0%	$ 504.00
	Sub-Total		**$ 1,584.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,584.00**
AW/NE/003	Between 291 & 311 NE 16th Avenue							
1	-BASIC MAINTENANCE (18 times per year)	$ 36.00	$ 648.00	$ -		$ -	0%	$ 648.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 864.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 864.00**
AW/NE/004	Between NE 4th Avenue & NE 3rd Avenue and NE 1st Street & North Seacrest Blvd.							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 648.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 648.00**
AW/NE/005	Between NE 3rd Street & North Railroad Avenue east of PCN 08-43-45-21-18-000-1540, 1550, & 1560; see map.							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 648.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 648.00**
AW/NE/006	Between NE 3rd Street & North Railroad Avenue west of PCN 08-43-45-21-18-000-1540, 1550, & 1560; see map.							
1	-BASIC MAINTENANCE (18 times per year)	$ 36.00	$ 648.00	$ -		$ -	0%	$ 648.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 864.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 864.00**
AW/NE/007	Between NE 2nd Street & North Railroad Avenue just west of 402 NE 13th Ave & west 401 NE 12th Ave							
1	-BASIC MAINTENANCE (18 times per year)	$ 42.00	$ 756.00	$ -		$ -	0%	$ 756.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 972.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 972.00**
AW/NE/008	Between NE 3rd Street & NE 1st Street and East Ocean Avenue & NE 1st Avenue							
1	-BASIC MAINTENANCE (18 times per year)	$ 48.00	$ 864.00	$ -		$ -	0%	$ 864.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 1,080.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,080.00**
AW/NE/009	East end of NE 1st Avenue between NE 3rd Avenue & Railroad Property							
1	-BASIC MAINTENANCE (18 times per year)	$ 60.00	$ 1,080.00	$ -		$ -	0%	$ 1,080.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 1,296.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,296.00**
AW/NE/010	East of 339 NE 11th Avenue going North & South; see map.							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 12.00	$ 144.00	$ -		$ -	0%	$ 144.00
	Sub-Total		**$ 576.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 576.00**
AW/NE/011	Between NE 11th Avenue & East Martin Luther King Jr Blvd and North Seacrest Blvd & Railroad Avenue - approximately 5 feet wide.							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 6.00	$ 72.00	$ -		$ -	0%	$ 72.00
	Sub-Total		**$ 504.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 504.00**
AW/NE/012	NE 4th Avenue at End of Road west of NE 3rd Street							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 648.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 648.00**
AW/NE/013	Between NE 1st Avenue & East Ocean Avenue and NE 1st Street & Railroad Property							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 648.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 648.00**
AW/NW/001	Between NW 1st Avenue & West Ocean Avenue from behind 131 West Ocean Avenue to NW 3rd Street							
1	-BASIC MAINTENANCE (18 times per year)	$ 48.00	$ 864.00	$ -		$ -	0%	$ 864.00
2	-PRUNING (12 times per year)	$ 24.00	$ 288.00	$ -		$ -	0%	$ 288.00
	Sub-Total		**$ 1,152.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,152.00**
AW/NW/002	Between NW 4th Avenue & NW 3rd Avenue and NW 4th Street & NW 3rd Street							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 186.00	$ 2,232.00	$ -		$ -	0%	$ 2,232.00
	Sub-Total		**$ 2,664.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 2,664.00**

A		B		C	D	E	G		H
					WORK COMPLETED				
ITEM NUMBER		DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	FROM PREVIOUS INVOICES	THIS PERIOD	TOTAL COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
AW/NW/003		Between NW 5th Avenue & NW 4th Avenue and NW 4th Street & NW 3rd Street							
	1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	$ 540.00	$ -		$ -	0%	$ 540.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 756.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 756.00**
AW/NW/004		Between NW 6th Avenue & NW 5th Avenue and NW 4th Street & NW 3rd Street							
	1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	$ 540.00	$ -		$ -	0%	$ 540.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 756.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 756.00**
AW/NW/005		Between NW 7th Avenue & NW 6th Avenue and NW 4th Street & NW 3rd Street							
	1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	$ 540.00	$ -		$ -	0%	$ 540.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 756.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 756.00**
AW/NW/006		Between NW 8th Avenue & NW 7th Avenue and NW 4th Street & NW 3rd Street							
	1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	$ 540.00	$ -		$ -	0%	$ 540.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 756.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 756.00**
AW/NW/008		Between NW 9th Avenue & NW 8th Avenue and NW 5th Street & NW 3rd Street							
	1	-BASIC MAINTENANCE (18 times per year)	$ 72.00	$ 1,296.00	$ -		$ -	0%	$ 1,296.00
	2	-PRUNING (12 times per year)	$ 30.00	$ 360.00	$ -		$ -	0%	$ 360.00
		Sub-Total		**$ 1,656.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,656.00**
AW/NW/009		Between West Martin Luther King Jr Blvd & NW 9th Avenue and NW 5th Street & NW 3rd Street							
	1	-BASIC MAINTENANCE (18 times per year)	$ 72.00	$ 1,296.00	$ -		$ -	0%	$ 1,296.00
	2	-PRUNING (12 times per year)	$ 30.00	$ 360.00	$ -		$ -	0%	$ 360.00
		Sub-Total		**$ 1,656.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,656.00**
AW/NW/010		Between NW 11th Avenue & West Martin Luther King Jr Blvd and NW 5th Street & NW 3rd Street							
	1	-BASIC MAINTENANCE (18 times per year)	$ 72.00	$ 1,296.00	$ -		$ -	0%	$ 1,296.00
	2	-PRUNING (12 times per year)	$ 30.00	$ 360.00	$ -		$ -	0%	$ 360.00
		Sub-Total		**$ 1,656.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,656.00**
AW/NW/012		Between NW 5th Street & NW 4th Street and NW 8th Avenue & NW 4th Avenue							
	1	-BASIC MAINTENANCE (18 times per year)	$ 90.00	$ 1,620.00	$ -		$ -	0%	$ 1,620.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 1,836.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,836.00**
AW/NW/013		Between NW 3rd Street & NW 2nd Street and NW 8th Avenue & Boynton Beach Blvd. (Note: There is an access issue one parcel north of NW 6th Avenue the length of 2 homes.)							
	1	-BASIC MAINTENANCE (18 times per year)	$ 90.00	$ 1,620.00	$ -		$ -	0%	$ 1,620.00
		Sub-Total		**$ 1,620.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,620.00**
AW/NW/014		From NW 1st Street to North Seacrest Blvd between NW 9th Court & NW 8th Avenue; see map.							
	1	-BASIC MAINTENANCE (18 times per year)	$ 48.00	$ 864.00	$ -		$ -	0%	$ 864.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 1,080.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,080.00**
AW/NW/015		U-Shaped R.O.W. @ NW 10th Street & LeGrace Court; See Map.							
	1	-BASIC MAINTENANCE (18 times per year)	$ 54.00	$ 972.00	$ -		$ -	0%	$ 972.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 1,188.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 1,188.00**
AW/NW/016		Between CI-9 & North Seacrest Blvd along NW 9th Court							
	1	-BASIC MAINTENANCE (18 times per year)	$ 120.00	$ 2,160.00	$ -		$ -	0%	$ 2,160.00
	2	-PRUNING (12 times per year)	$ 30.00	$ 360.00	$ -		$ -	0%	$ 360.00
		Sub-Total		**$ 2,520.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 2,520.00**
AW/SE/001		Between SE 1st Avenue & SE 2nd Avenue from SE 1st Street to Railroad Property							
	1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	$ 540.00	$ -		$ -	0%	$ 540.00
		Sub-Total		**$ 540.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 540.00**
AW/SE/002		SE 31st Avenue between 128 & 134 SE 31st Avenue; backs up to the South Seacrest Scrub. No PCN; See Map.							
	1	-BASIC MAINTENANCE (18 times per year)	$ 30.00	$ 540.00	$ -		$ -	0%	$ 540.00
	2	-PRUNING (12 times per year)	$ 12.00	$ 144.00	$ -		$ -	0%	$ 144.00
		Sub-Total		**$ 684.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 684.00**
AW/SW/002		Between 636 & 638 SW 4th Avenue							
	1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 648.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 648.00**
AW/SW/003		West of 730 SW 3rd Avenue at SW 8th Street							
	1	-BASIC MAINTENANCE (18 times per year)	$ 42.00	$ 756.00	$ -		$ -	0%	$ 756.00
	2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
		Sub-Total		**$ 972.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 972.00**

A	B		C	D	E	G		H
ITEM NUMBER	DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS INVOICES	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
LOTS (LT)								
LT/NE/004	**Alley LOT on NE 11th Avenue between 340 NE 11th Ave. and 404 NE 11th Ave. (PCN 08-43-45-21-22-004-0110)**							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 648.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 648.00**
LT/NE/005	**LOT on NE 3rd Street the 2nd lot south of 404 E. MLK Jr. Blvd. (PCN 08-43-45-21-18-000-1550)**							
	SOLD TO CRA							
	Sub-Total		**$ -**	**$ -**	**$ -**	**$ -**	**#DIV/0!**	**$ -**
LT/NE/007	**LOT between 238 & 250 NE 7th Avenue (PCN 08-43-45-21-36-000-0400)**							
1	-BASIC MAINTENANCE (18 times per year)	$ 18.00	$ 324.00	$ -		$ -	0%	$ 324.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 540.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 540.00**
LT/NE/009	**LOT on SW Corner of NE 11th Ave & NE 2nd Street (PCN 08-43-45-21-22-003-0011)**							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 6.00	$ 72.00	$ -		$ -	0%	$ 72.00
	Sub-Total		**$ 504.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 504.00**
LT/NE/010	**LOT @ 319 NE 12th Avenue between 317 & 323 NE 12th Avenue (PCN 08-43-45-21-20-002-0182)**							
1	-BASIC MAINTENANCE (18 times per year)	$ 18.00	$ 324.00	$ -		$ -	0%	$ 324.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 540.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 540.00**
LT/NW/002	**LOT on NW 1st Street just north of 2221 NW 1st Street (PCN 08-43-45-16-01-022-0381)**							
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 216.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 216.00**
LT/NW/003	**LOT on NW 1st Street, the triangle just south of 2221 NW 1st Street (PCN 08-43-45-16-01-022-0400)**							
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 216.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 216.00**
LT/NW/004	**LOT on NW 4th Avenue just east of 219 NW 4th Avenue (PCN 08-43-45-21-07-002-1600)**							
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 216.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 216.00**
LT/NW/005	**LOT on NW 4th Avenue just west of 219 NW 4th Avenue (PCN 08-43-45-21-07-002-1620)**							
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 216.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 216.00**
LT/NW/006	**LOT on NW 5th Street on SE corner of NW 11th Avenue (PCN 08-43-45-21-14-000-2690)**							
2	-PRUNING (12 times per year)	$ 24.00	$ 288.00	$ -		$ -	0%	$ 288.00
	Sub-Total		**$ 288.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 288.00**
LT/NW/007	**LOT @ 103 NW 8th Avenue (PCN 08-43-45-21-07-004-1470)**							
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 216.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 216.00**
LT/NW/019	**LOT @ 905 N. Seacrest Blvd. (PCN 08-43-45-21-07-004-1460)**							
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 216.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 216.00**
LT/NW/020	**LOT on NW 5th Street between 1621 & 1611 NW 5th Street (PCN 08-43-45-16-01-044-0052); Note: PAPA has address as NE.**							
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 216.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 216.00**
LT/NW/029	**Lot on N Seacrest 909 N. Seacrest Blvd (PCN 08-43-45-21-07-004-1450)**							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 648.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 648.00**
LT/NW/030	**Lot on N Seacrest 913 N. Seacrest Blvd (PCN 08-43-45-21-07-004-1330)**							
1	-BASIC MAINTENANCE (18 times per year)	$ 24.00	$ 432.00	$ -		$ -	0%	$ 432.00
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 648.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 648.00**
LT/NW/031	**LOT @ 132 W. Martin Luther King Jr. Blvd./NW 10th Avenue (PCN 08-43-45-21-09-000-0051)**							
2	-PRUNING (12 times per year)	$ 18.00	$ 216.00	$ -		$ -	0%	$ 216.00
	Sub-Total		**$ 216.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 216.00**
LT/NW/032	**LOT at Galaxy Park (PCN 08-43-45-21-00-000-7060)**							
1	-BASIC MAINTENANCE (18 times per year)	$ 120.00	$ 2,160.00	$ -		$ -	0%	$ 2,160.00
2	-PRUNING (12 times per year)	$ 90.00	$ 1,080.00	$ -		$ -	0%	$ 1,080.00
	Sub-Total		**$ 3,240.00**	**$ -**	**$ -**	**$ -**	**0%**	**$ 3,240.00**
ADDITIONAL MISCELLANEOUS SERVICES (WITH PRIOR APPROVAL)								
	VARIOUS ADDITIONAL SERVICES		$ -			$ -	0%	$ -

A	B		C	D	E	G		H
ITEM NUMBER	DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS INVOICES	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
Re-Award from 7/1/19 thru 9/31/20								
PF/SE/009	**Betty Thomas Park (SE Neighborhood Park) @ 2882 SE 2nd Street**							
1	-BASIC MAINTENANCE (50 times per year)	$ 84.36	$ 4,218.00	$ -		$ -	0%	$ 4,218.00
2	-PRUNING (12 times per year)	$ 48.53	$ 582.36	$ -		$ -	0%	$ 582.36
3	-IRRIGATION (12 times per year)	$ 72.00	$ 864.00	$ -		$ -	0%	$ 864.00
4	-MULCHING (1 time per year)	$ 3,024.00	$ 3,024.00	$ -		$ -	0%	$ 3,024.00
5	-TURF FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
6	-TREE FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
7	-PALM FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
8	-SHRUB FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
			$ 8,688.36	**$ -**				
PF/NE/016	**Public Works Compound @ 222 NE 9th Avenue (Interior & Exterior)**							
1	-BASIC MAINTENANCE (50 times per year)	$ 36.96	$ 1,848.00	$ -		$ -	0%	$ 1,848.00
2	-PRUNING (12 times per year)	$ 320.87	$ 3,850.44	$ -		$ -	0%	$ 3,850.44
3	-IRRIGATION (12 times per year)	$ 72.00	$ 864.00	$ -		$ -	0%	$ 864.00
4	-MULCHING (1 time per year)	$ 1,116.00	$ 1,116.00	$ -		$ -	0%	$ 1,116.00
5	-TURF FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
6	-TREE FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
7	-PALM FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
8	-SHRUB FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
			$ 7,678.44	**$ -**				
PF/NW/009	**Laurel Hills Park @ 600 NW 7th Street**							
1	-BASIC MAINTENANCE (50 times per year)	$ 69.00	$ 3,450.00	$ -		$ -	0%	$ 3,450.00
2	-PRUNING (12 times per year)	$ 25.20	$ 302.40	$ -		$ -	0%	$ 302.40
3	-IRRIGATION (12 times per year)	$ 72.00	$ 864.00	$ -		$ -	0%	$ 864.00
4	-MULCHING (1 time per year)	$ 1,122.00	$ 1,122.00	$ -		$ -	0%	$ 1,122.00
5	-TURF FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
6	-TREE FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
7	-PALM FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
8	-SHRUB FERTILIZATION (2 times per year)	no bid	#VALUE!	$ -		$ -	#VALUE!	#VALUE!
			$ 5,738.40	**$ -**				
TOTAL			**$ 64,801.20**	**$ -**	**$ -**	**$ -**	**0%**	**$ 64,801.20**

INVOICE FOR PAYMENT **PROPERTY WORKS**

INVOICE NUMBER:
INVOICE DATE:
PERIOD - FROM:
TO:
PROJECT NO.: 190312

A	B		C	D	E	G		H
				WORK COMPLETED				
ITEM NUMBER	DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	FROM PREVIOUS INVOICES	THIS PERIOD	TOTAL COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
PARKS and FACILITIES (PF)								
PF/NW/002	**Boynton Lakes Park @ 300 Boynton Lakes Blvd**							
1	-BASIC MAINTENANCE (39 times per year)	$ 613.61	$ 23,930.79			$ -	0%	$ 23,930.79
2	-PRUNING (12 times per year)	$ 94.00	$ 1,128.00			$ -	0%	$ 1,128.00
3	-IRRIGATION (12 times per year)	$ 227.16	$ 2,725.92			$ -	0%	$ 2,725.92
4	-MULCHING (1 time per year)	$ 3,236.20	$ 3,236.20			$ -	0%	$ 3,236.20
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	no bid						
7	-PALM FERTILIZATION (2 times per year)	no bid						
8	-SHRUB FERTILIZATION (2 times per year)	no bid						
PF/NW/008	**Knollwood Park (Excluding Lake & Littoral Area) @ 8121 Lawrence Road**							
1	-BASIC MAINTENANCE (39 times per year)	$ 120.11	$ 4,684.29			$ -	0%	$ 4,684.29
2	-PRUNING (12 times per year)	no bid						
3	-IRRIGATION (12 times per year)	$ 227.16	$ 2,725.92			$ -	0%	$ 2,725.92
4	-MULCHING (1 time per year)	$ 6,110.29	$ 6,110.29			$ -	0%	$ 6,110.29
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	no bid						
7	-PALM FERTILIZATION (2 times per year)	no bid						
8	-SHRUB FERTILIZATION (2 times per year)	no bid						
PF/NW/012	**Palmetto Greens Linear Park - West (Along C16 Canal west of Palmetto Greens Park - East)**							
1	-BASIC MAINTENANCE (39 times per year)	$ 289.31	$ 11,283.09			$ -	0%	$ 11,283.09
2	-PRUNING (12 times per year)	$ 26.63	$ 319.56			$ -	0%	$ 319.56
3	-IRRIGATION (12 times per year)	N/A	N/A					
4	-MULCHING (1 time per year)	$ 296.46	$ 296.46			$ -	0%	$ 296.46
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	no bid						
7	-PALM FERTILIZATION (2 times per year)	no bid						
8	-SHRUB FERTILIZATION (2 times per year)	no bid						
PF/SE/004	**Jaycee Park (Excludes Mangrove Wetland Area) @ 2600 South Federal Highway**							
1	-BASIC MAINTENANCE (39 times per year)	$ 144.13	$ 5,621.07			$ -	0%	$ 5,621.07
2	-PRUNING (12 times per year)	$ 131.08	$ 1,572.96			$ -	0%	$ 1,572.96
3	-IRRIGATION (12 times per year)	$ 156.56	$ 1,878.72			$ -	0%	$ 1,878.72
4	-MULCHING (1 time per year)	$ 6,012.99	$ 6,012.99			$ -	0%	$ 6,012.99
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	no bid						
7	-PALM FERTILIZATION (2 times per year)	no bid						
8	-SHRUB FERTILIZATION (2 times per year)	no bid						
PF/SE/010	**Fire Station #4 @ 1919 South Federal Highway (Once a month)**							
1	-BASIC MAINTENANCE (12 times per year)	$ 85.00	$ 1,020.00			$ -	0%	$ 1,020.00
2	-PRUNING (12 times per year)	$ 568.59	$ 6,823.08			$ -	0%	$ 6,823.08
3	-IRRIGATION (12 times per year)	$ 75.72	$ 908.64			$ -	0%	$ 908.64
4	-MULCHING (1 time per year)	$ 3,092.88	$ 3,092.88			$ -	0%	$ 3,092.88
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	no bid						
7	-PALM FERTILIZATION (2 times per year)	no bid						
8	-SHRUB FERTILIZATION (2 times per year)	no bid						
PF/SW/002	**Congress Community Park - Tennis Center & Courts @ 3111 South Congress Avenue**							
1	-BASIC MAINTENANCE (39 times per year)	$ 252.00	$ 9,828.00			$ -	0%	$ 9,828.00
2	-PRUNING (12 times per year)	$ 135.00	$ 1,620.00			$ -	0%	$ 1,620.00
3	-IRRIGATION (12 times per year)	$ 156.56	$ 1,878.72			$ -	0%	$ 1,878.72
4	-MULCHING (1 time per year)	$ 1,928.00	$ 1,928.00			$ -	0%	$ 1,928.00
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	no bid						
7	-PALM FERTILIZATION (2 times per year)	no bid						
8	-SHRUB FERTILIZATION (2 times per year)	no bid						
PF/SW/006	**Forest Hills Park @ 2500 SW 8th Street**							
1	-BASIC MAINTENANCE (39 times per year)	$ 270.51	$ 10,549.89			$ -	0%	$ 10,549.89
2	-PRUNING (12 times per year)	$ 17.76	$ 213.12			$ -	0%	$ 213.12
3	-IRRIGATION (12 times per year)	$ 151.46	$ 1,817.52			$ -	0%	$ 1,817.52
4	-MULCHING (1 time per year)	$ 1,297.51	$ 1,297.51			$ -	0%	$ 1,297.51
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	no bid						
7	-PALM FERTILIZATION (2 times per year)	no bid						
8	-SHRUB FERTILIZATION (2 times per year)	no bid						

A	B		C	D	E	G		H
				WORK COMPLETED		TOTAL		
ITEM NUMBER	DESCRIPTION OF WORK	COST PER SERVICE	SCHEDULED VALUE	FROM PREVIOUS INVOICES	THIS PERIOD	COMPLETED TO DATE (D+E)	% (G/C)	BALANCE TO FINISH (C-G)
LOTS (LT)								
LT/NW/023	**Rolling Green Mun. Complex (RGMC) - 515 NW 15th Court (Entrance off of NW 14th Ave.)**							
1	-BASIC MAINTENANCE (24 times per year)	$ 125.00	$ 3,000.00			$ -	0%	$ 3,000.00
2	-PRUNING (12 times per year)	no bid						
MEDIANS AND RIGHTS-OF-WAY (MR)								
LT/NW/023	**Shore Drive (east of North Federal Hwy)**							
1	-BASIC MAINTENANCE (26 times per year)	$ 41.97	$ 1,091.22			$ -	0%	$ 1,091.22
2	-PRUNING (12 times per year)	no bid						
3	-IRRIGATION (12 times per year)	$ 75.00	$ 900.00			$ -	0%	$ 900.00
4	-MULCHING (1 time per year)	$ 895.63	$ 895.63			$ -	0%	$ 895.63
5	-TURF FERTILIZATION (2 times per year)	no bid						
6	-TREE FERTILIZATION (2 times per year)	no bid						
7	-PALM FERTILIZATION (2 times per year)	no bid						
8	-SHRUB FERTILIZATION (2 times per year)	no bid						
ADDITIONAL MISCELLANEOUS SERVICES WITH PRIOR APPROVAL								
	VARIOUS ADDITIONAL SERVICES		$ -			$ -	0%	$ -
Re-Award from 7/1/19 thru 9/31/20								
PF/NE/008	**Mangrove Park (Excluding Mangrove Wetland Area) @ 700 NE 4th Avenue (CLOSED AUGUST 2019)**							
1	-BASIC MAINTENANCE (50 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
2	-PRUNING (12 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
3	-IRRIGATION (12 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
4	-MULCHING (1 time per year)	$ -	$ -			$ -	#DIV/0!	$ -
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
PF/NE/009	**Mangrove Walk at the Marina (Excluding Lake & Littoral Area) @ East End of Boynton Beach Blvd near the Intracoastal (Needs trash and blow off 2 x's a week, M&F or Tu&F) (Blow off, Pickup Fronds, Debris, Empty all Trash Cans)**							
1	-BASIC MAINTENANCE (39 times per year)	$ 185.00	$ 7,215.00			$ -	0%	$ 7,215.00
2	-PRUNING (12 times per year)	$ 214.63	$ 2,575.56			$ -	0%	$ 2,575.56
3	-IRRIGATION (12 times per year)	$ 156.56	$ 1,878.72					$ 1,878.72
4	-MULCHING (1 time per year)	$ 492.59	$ 492.59			$ -	0%	$ 492.59
5	-TURF FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
6	-TREE FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
7	-PALM FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
8	-SHRUB FERTILIZATION (2 times per year)	$ -	$ -			$ -	#DIV/0!	$ -
TOTAL			**$ 130,552.34**	**$ -**	**$ -**	**$ -**	**0%**	**$ 130,552.34**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-1C-04 with Carollo Engineers in the amount of $189,508.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for the Reclaimed Water System Expansion Hydraulic Analysis project.

EXPLANATION OF REQUEST:
Contract Period: August 22, 2018 – August 21, 2020

Boynton Beach Utilities plans to expand the reclaimed water distribution system, primarily with the addition of new large user customers. The customers will be added in multiple phases to the system in specified areas of the utility service area. The primary targets for large users will be commercial property, golf courses, City property, schools, and developments with large common areas that can utilize reclaimed water.

The overall system expansion will require modifications to the pumping, storage and distribution system to meet future demands. The design and construction of these improvements will require detailed planning of the system expansion, including demand establishment by customer, establishment of phasing, updated hydraulic modeling, and recommendations for improvements.

Carollo Engineers will develop a reclaimed water system expansion plan including recommendations for the system design. The work will utilize the existing reclaimed water hydraulic model, previously developed as part of the Utilities Management Optimization Plan (UMOP). With additional data collection, the model will be updated with demands and phasing. The results of the model will be developed into recommendations with pumping, storage, and pipeline improvements.

The design and construction of the pumping, storage, and pipeline improvements will be completed by Garney Companies, previously approved by Commission on July 2, 2019 as the highest ranked firm in accordance with RFQ No. 013-2821-19/TP for Reclaimed Water Distribution System Progressive Design-Build. Once this phase has begun, Carollo will support the technical needs of the progressive design-build project as the Owner's Representative.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The project will provide the technical analysis needed to provide recommendations and direction for the design and construction of the reclaimed water distribution system improvements.

FISCAL IMPACT: Budgeted
Funding for the project is available in the Utilities CIP budget.

ALTERNATIVES: Do not conduct the hydraulic analysis.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Contract	Contract
🗋	Task Order	Carollo Task Order Proposal

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CAROLLO ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

[X]	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
[X]	Scope Category B	Infrastructure Improvements and Evaluations
[X]	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

15.1 The CONSULTANT, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 16 - ASSIGNMENT

16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

ARTICLE 17 - NON-WAIVER

17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

20.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CAROLLO ENGINEERING, INC.
Attn: Elizabeth Fujikawa
9897 Lake Worth Road
Suite 302
Lake Worth, FL 33467

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

Attest/Authenticated:

Title

City Clerk

ELIZABETH FUJIKAWA/
LYLE MUNCE

CONSULTANT

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

Personnel Classifications	**Hourly Rate**
Principal	$279.00
Project Manager	$279.00
Senior Engineer	$202.00
Process Engineer	$202.00
Sr Electrical Egn.	$257.00
Elec. Egn.	$202.00
Process Control/Inst. Egn.	$202.00
Sr. Mechanical Engineer	$257.00
Mechanical Engineer	$202.00
Engineer	$162.00
Designer	$140.00
GIS Specialist	$185.00
CADD/Technician	$140.00
Public Relations Specialist	N/A
Construction Inspector	$141.00
Sr. Rate analyst	$202.00
Clerical/Administrative	$105.00

Reimbursable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

Engineers...Working Wonders With Water®

2056 Vista Parkway. Suite 400, West Palm Beach, Florida 33411
P. 561.868.6400 F. 561.868.6401

August 6, 2019

Mr. Jose Huertas
Boynton Beach Utilities
124 East Woolbright Road
Boynton Beach, FL 33435

Subject: Proposal for Engineering Services
Reclaim System Expansion Planning and Owner's Representative Services

Dear Mr. Huertas:

As requested, we have prepared the following proposal for the subject project.

BACKGROUND

The City of Boynton Beach Utilities (Boynton) plans to expand its reclaimed water service area, primarily with the addition of new large user customers. The customers will be added in multiple phases to the system, primarily to the northwest and eastern area of the existing utility service area. The primary targets for large users will be commercial property, golf courses, and developments which can utilize reclaimed water.

The overall system expansion will require modifications to the pumping, storage and distribution system to meet future demands. The design and construction of these improvements will require detailed planning of the system, including demand establishment by customer, establishment of phasing, updated hydraulic modeling, and recommendations for improvements.

For this scope, the City has requested that Carollo develop a reclaim system expansion plan including recommendations for the system design. The work will utilize the existing reclaimed hydraulic model, previously developed as part of the Utilities Management Optimization Plan (UMOP). With additional data collection, the model will be updated with demands and phased. The results of the model will be developed into recommendations with pumping, storage and pipeline improvements.

The design and construction of the pipeline and/or pump station work will be completed by others (via the City's Reclaim Design-Build (D-B) team). Once this phase has begun, Carollo will remain available for support of technical needs as the Owner's Representative.

SCOPE OF WORK

The scope of services will include the following:

TASK 1 – DATA GATHERING

The purpose of this task is to collect and review the available data to complete the project. Data collection will include a variety of sources based on the best available data. This will require data from Carollo, the City, and the D-B team.

This is anticipated to include, but not limited to:

- Existing model (developed by Carollo).
- Potential customer demands, connection points, assumptions and model data.
- Pump curves for current pump station at SCRWWTP.
- SCADA/Operational data of the system related to the affected area (SCRWWTP Pump station runtime, flows and pressures if available).
- City maintained GIS data (latest available).
- Record drawings of pipelines (if necessary for connection locations, conflicts).
- Pressure data in the distribution system (via SCADA or Pressures Recorder, locations to be determined)

All collected data will be reviewed and compiled for model and memorandum development in the tasks which follow. Data evaluation will focus on the supply of reclaim water to identified potential customers. Additional data may occur throughout the project based on potential customers, routes and alternatives.

To further complement the data collection effort, we anticipate field visits after initial review of the data. Along with City staff, this visit is anticipated to include site visits at SCRWWTP, potential customer sites, and potential routes for expansion. The focus of this visit is expected to be related to SCADA data, pump station data, and customer requirements in order to confirm and validate data prior to model updating.

Note that additional data collection may occur throughout the project, in particular related to coordination with the D-B Team to address hydraulic needs in the system, such as changes to customers, route alternatives, and operational scenarios.

Deliverables

1. Summary of collected data

TASK 2 – IDENTIFY CUSTOMERS, ESTABLISH DEMANDS

This task will focus on establishing and prioritizing customers. Alongside with the City, the team will look to establish customers and anticipated demands. The goals in this process will initially include:

- Developing a list of potential customers, updating the previously established list
- Establishing a potential timeline of interest by the customer
- Determining the desired/best point(s) of connection for each customer
- Establishing flow and pressure requirements for each customer
- Determining the anticipated demand pattern, expected peaks
- Determining potential "flexibility" in the customers need (by demand management)
- Based on the above data, prioritize the customers

The primary goal of this task is to collect sufficient data in order to optimize the model and system design, with a focus on cost savings in the construction and long-term operational costs. The intent is to be able to optimize the model and potentially look to prioritize/sequence customers. Examples may include prioritizing pipeline construction segments, optimizing pipeline sizes and route, identifying where pressure control valves should be installed, and evaluating pump station and storage requirements.

To achieve desired outcomes, this task is expected to include coordination with potential customers, such as:

- Research into potential costumers (identify key water users)
- Communications with existing or potential customers (email, phone calls, meetings)
- Site visits to better understand customer needs (pressure, connection point, etc)
- Establishing a potential timeline of interest by the Customer

Carollo intends to work closely with the City and D-B Team to help identify and obtain plan for future connections. This may be an iterative process in some cases, and will require the City's close support in particular where reclaim water rates and supply requirements occur.

Deliverables

1. Summary of customers with demands, other requirements.
2. Timeline of recommended customer connections

TASK 3 – HYDRAULIC MODEL UPDATE

This task will utilize the existing City hydraulic model of the reclaimed system as a basis for updates. The previously developed model includes the existing system along with a conceptual plan of the future system. This task will focus on two primary goals:

1. Calibrate the existing system to meet current operations
2. Develop a phasing/connection plan for future customers (identified in Task 2)

Using the results of Tasks 1 and 2, a detailed phasing/connection plan with flow and pressure requirement by customer will be established for input into the model. Where data is available, a specific demand pattern will be developed by customer type or by customer. The model was developed using InfoWater, a dynamic modeling software. The improvements to the model will remain in the same software.

As part of the modeling process, additional field data will be collected in order to calibrate the current model such that it is representative for current flows and to help better forecast future improvements. Carollo will work with City staff to identify areas were pressure recorders or other SCADA data will be collected. This is anticipated to include the installation of pressure recorders (either temporary or via SCADA) by the City. Carollo will work with the City to identify practical installation locations which best benefit model calibration.

The model will be updated as follows:

- Review, establish and agree upon current model demands and for the current reclaimed area, including calibration of the model based on available data.
- Develop in the model the additional existing infrastructure to supply water to the identified customers, including flow and pressure requirements on extended period simulation (EPS) demand model.
- Utilize SCADA data, record drawings, GIS and other available data to input parameters and create model scenarios for the anticipated growth, applying peaking factors to the system.
- Phase the model consistent with the planned growth determined in Task 2.
- Create operational scenarios which include improvements to the system in order to meet the additional capacity. This may include additional pipeline, pump station improvements or offsite pump stations in order to maintain sufficient capacity.

During the model update, workshops are anticipated to provide open discussion and feedback from the City. This will include presentation of the model updates, open discussion of the results, potential recommendations, allow for feedback and additional input from the City and D-B Team, and include training as needed.

Model results will be presented and discussed with the City as part of the preliminary findings prior to memorandum development.

Deliverables

1. Workshop presentations
2. Updated hydraulic model
3. GIS data
4. Preliminary summary of the findings
5. Recommendations with summary and figures by phase

TASK 4 – RECOMMENDATIONS AND CAPITAL IMPROVEMENTS

The purpose of this task is to identify and establish recommendations for system improvements, based on model outcomes.

Recommendations will be summarized from model results in the form of maps (generated from GIS/model data) along with descriptions of the potential improvements. The recommendations will be provided in phases as determined in coordination with the City and the D-B Team. Alternatives will be considered as necessary based on feedback from the City and D-B Team. Each alternative may consider a combination of improvements, such as pipeline or pump station.

Based on the recommendations determined, a capital improvement summary will be developed. This will summarize necessary system improvements for the selected option. A figure will be developed which identifies potential pipe routes and pump station improvements, noting necessary data for the D-B team. As needed, GIS and hydraulic data will be shared with the City and D-B Team. It is assumed that the D-B Team will provide and complete cost estimates as required for alternatives and provide feedback on field conditions where adjustments are required in the system.

The overall summary of the findings, conclusions, and recommendations of the above tasks will be compiled into Figures and a brief Memorandum. The figures will be supported with GIS data files which will be shared with the D-B Team for project efficiency. The Memorandum is intended to provide a single point of reference for the work developed here. It will include the outcomes and results of the scenarios modeled, potential impacts, and recommendations for Boynton staff. Any other key intermediate deliverables will be included in the Appendix of the Memorandum/Report.

Deliverables

1. Recommendation figures with summary by phase
2. Summary Report with Recommendations

Task 5 – OWNER'S REPRESENTATIVE SERVICES

Upon completion of the recommendations, the City intends to utilize its selected D-B Team to complete the design and construction of the recommended improvements. Carollo will remain available with this task to provide support, coordination and recommendations with the City and D-B Team.

This may include services such as:

1. Review hydraulics, demands which may change based on customers
2. Revise model if necessary based on changes to customer demands
3. Run additional minor model scenarios to address minor changes during design
4. Review design plans by the DB team to confirm the hydraulic goals are met
5. Assist with specific hydraulic recommendations for pump station improvements
6. Attend meetings or conference calls with the City / D-B Team
7. Conduct site visits if required
8. Perform other analysis or review of the design related to the reclaimed system as requested by the City

Deliverables

1. Memorandum's or meeting minutes as required
2. Figures, GIS and supporting data

TASK 6 – MEETINGS/ PROJECT MANAGEMENT

Project Management - Monthly progress reports, tracking and managing the budget variance based on actual versus budgeted, maintaining the overall schedule, and coordination with others.

Progress Meetings - Progress meetings will be held monthly (or as required) to discuss the progression and direction of the project, milestones that have been achieved, current work efforts, budget, schedule, and any issues that may arise.

Workshops - Workshops are included in previous tasks.

Monthly Progress Reports - Monthly progress reports will be prepared that discuss the work conducted and by whom during the month, budget and schedule status, and work to be completed by the next progress report.

Communications - Project management will include general communication among Carollo, Boynton and D-B Team staff members for overall facilitation, and to ensure that the project is completed on time and within budget while meeting Boynton's goals.

COMPENSATION

The total compensation shall be on an hourly (time and materials) basis, as shown in the table below. The rates are based on the limiting hourly rates established in Exhibit A to the General Consulting Services Agreement.

Task	Description	Budget
1	Data Gathering	$ 12,132.00
2	Customers, Demands	$ 25,458.00
3	Hydraulic Model Update	$ 38,002.00
4	Recommendations and Capital Improvements	$ 23,840.00
5	Owner's Rep Services	$ 65,972.00
6	Meetings / Project Management	$ 24,104.00
Total		**$ 189,508.00**

CLIENT shall make payments to Carollo for services performed for this task order in accordance with Section 2 of the Agreement, and in accordance with the following requirements:

- Mileage will be charged at the IRS Reimbursement Rate of $0.58/Mile
- Rates and factors underlined in this section are subject to adjustment on an annual basis.

SCHEDULE

The following items will be completed within the timeframe indicated:

- We understand that the schedule may be driven by the City and D-B Team Schedule. Carollo will work within the City's schedule to the extent possible in order to meet project needs.
- The overall schedule over the D-B Project is schedule over 60 months. However, it is anticipated that the majority of this task order will be completed within 6 months of the Notice to Proceed.

PROJECT ASSUMPTIONS

The CLIENT shall furnish the ENGINEER available studies, reports and other data pertinent to the ENGINEER's services; obtain or authorize the ENGINEER to obtain or provide additional reports and data as required; furnish to the ENGINEER services of others required for the performance of the ENGINEER's services hereunder, and the ENGINEER shall be entitled to use and rely upon all such information and services provided by the CLIENT or others in performing the ENGINEER's services under this Work Order.

The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, over water, reclaimed water, and/or wastewater quality and/or quantity, or over the way the CLIENT's plant(s) and/or associated processes are operated and/or maintained. Modeling results, data projections and estimates are the ENGINEER's professional opinion based on the ENGINEER's experience and judgment. The ENGINEER does not guarantee that actual water, reclaimed water, and/or wastewater distribution system operational characteristics will not vary from the modeling results, data projections and estimates prepared by the ENGINEER. The ENGINEER is not liable to, and does not indemnify, the CLIENT, or any third party relative to inconsistencies between the ENGINEER's hydraulic modeling results, data projections and estimates and actual water, reclaimed water, and/or wastewater distribution system operational characteristics realized by the CLIENT or any third party in the future, except to the extent that such inconsistencies are determined to be the result of negligence or errors or omissions on the part of the ENGINEER.

SUBCONSULTANT PARTICIPATION

Due to the specialized nature of this project and our familiarity of the hydraulic model, no sub-consultant participation is anticipated on this project.

carollo
Engineers...Working Wonders With Water®

2056 Vista Parkway. Suite 400, West Palm Beach, Florida 33411
P. 561.868.6400 F. 561.868.6401

	LABOR HOURS										PROJECT COSTS		
Boynton Beach Utilities: Reclaimed Water System	Liz Fujikawa, P.E. - Principal	Mike Fluery - Principal - QC	Scott Richards - Project Manager	Angelica Gregory - Senior Engineer	Kunal Nayee - Engineer	Juniper Marini - Engineer	Nikkita Bachoo - Engineer	German Gonzalez - Senior Designer	Document Processing/Clerical	Total Labor Hours	Total Labor Cost	Other Direct Costs	TOTAL COST
Billing Rate	*$265*	*$279*	*$230*	*$165*	*$142*	*$126*	*$110*	*$140*	*$100*				
Task 1: Data Gathering	2	2	16	16	4	16	8	4		68	$11,432.00	$700.00	$12,132.00
Task 2: Identify Customers, Establish Demands	2	2	32	32	20	40	20			148	$23,808.00	$1,650.00	$25,458.00
Task 3: Hydraulic Model Update	2	8	20	60	20	100	40			250	$37,102.00	$900.00	$38,002.00
Task 4: Recommendations and CIP	4	4	16	32	32	40	16	4	4	152	$23,440.00	$400.00	$23.840.00
Task 5: Owner's Rep Services	12	8	120	60	40	80	40			360	$63,072.00	$2,900.00	$65,972.00
Task 6: Meetings / Project Management	16	2	40	20	8	20			12	118	$22,154.00	$1,950.00	$24,104.00
TOTAL	**38**	**26**	**244**	**220**	**124**	**296**	**124**	**8**	**16**	**1096**	**$181,008.00**	**$8,500.00**	**$189,508.00**

WATER
OUR FOCUS
OUR BUSINESS
OUR PASSION

Engineers...Working Wonders With Water®

2056 Vista Parkway. Suite 400, West Palm Beach, Florida 33411
P. 561.868.6400 F. 561.868.6401

Please contact us if you have questions or comments. We look forward to working with you on this project.

Sincerely,

CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa, PE, LEED AP
Vice President
EF:tb

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Approve a change order in the sum of $269,412 with Haskell for the District Energy Plant to provide funding to install a 350 ton "swing" chiller. This will result in a revised contract total of $10,716,956 for the plant construction, and a revised purchase order total of $8,765,996.

EXPLANATION OF REQUEST:
District Energy Systems is a new utility enterprise established to serve the new downtown area with chilled water . This system provides customers with energy at a lower cost than traditional onsite cooling system along with lower the overall carbon emissions to help meet the City's commitment in lowering its carbon footprint. Based on current customer commitments and overall capital and operating costs, the utility is able to offer this service at a lower cost to customers than traditional systems and operate with positive revenue within 36 months of the start of operations.

The District Energy Plant was designed with two 1500 ton units and space to install a third unit as additional customers were added to the utility. The units are design to operate within a range of 400 tons to 1500 tons based on customer demands. Summer demands are much higher than winter demands so this range was adequate to meet the customer requirements as provided to the City. The third unit in the plant would be adjustable to account for variable loads during peak and non-peak seasons and the first two units provide full capacity and back up capacity for all planned loads.

Due to the delays in the timetable for construction of the private developments, the cooling system demands from the City owned building that will be placed online this fall are below the minimum operational capability of the 1500 ton units. This change in demand will require the utility to install the third chiller to provide chilled water in the interim conditions earlier than planned. The project team have identified a 350 ton chiller that can be install at the District Energy Plant to provide chilled water in the swing zone. No additional cooling towers are needed at this time. This third unit will assist with efficiently providing chilled water as the other buildings come online. In addition the unit will be available as a backup during maintenance and cleaning periods.

The additional costs have been included in the financial analysis of the utility and will not affect the long range financial strength and will lower operational costs during the first several years of operations.

Staff recommends approval of this change order to purchase and install a third chiller unit to meet the current customer requirements.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The addition of this unit will enable the District Energy System to provide full service to all customers as they come online. Both the new City Hall and Fire Station #1 will need service around November time and the Old High School will take service as soon as the new unit is online.

There will also be potential energy savings in how the chillers are run depending on the demand profile.

FISCAL IMPACT: Non-budgeted
There are funds available from the $11M bond issue that was specifically floated for this project.

The difference between the contract and purchase order values results from cost savings associated with the City making direct purchase of large ticket items to save on sales tax.

ALTERNATIVES: The only alternative would be to hire temporary units for each of the impacted buildings until the total demand for the District Energy Plant meets the minimum workable loading of the 1500 ton units.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Haskell Change order request
🗋	Addendum	DBIA Standard Agrrement for DES
🗋	Addendum	DBIA DES General Conditions
🗋	Addendum	DES original PO

HASKELL

Change Order Request

Boynton Beach District Energy Service (DES)
208 NE 1ST ST
Boynton Beach, FL 33435

Project # 4400201301
Tel: 904-545-8311 Fax:

Change Order Request: 0028-R0001 **Date: 8/21/2019**

To:	Colin Groff City of Boynton Beach 124 E. Woolbright Rd Boynton Beach, FL 33435	**From:**	Chris Ware The Haskell Company 111 Riverside Avenue Jacksonville, FL 32202

Description	Category	Status
Furnish and Install 300 Ton Swing Chiller	DES	Pending Approval

Reference	Required By	Time Request	Amount Request
	8/28/2019	30	$269,412.00

Notes

This Change Order Request is for the design, furnish and install of an additional 300 Ton used Trane Chiller. This includes design costs and all other costs neccessary to complete the installation and start-up of the chiller..

We have also included a 1-year service agreement from Trane for this chiller. Note that Trane will not provide a warranty. If the city decides they do not want this 1-year service, it will be credited.

Also included in this pricing is a $10,000 Allowance to rent and install a temporary AHU (and Generator) that can be connected to the Chilled Water Loop somewhere to waste enough heat to be able to start and commission the two 1,500 Ton chillers. Trane has stated they need 50% load on the large chillers to be able to commission them and without this rental AHU, there will not be enough load to commission the Chillers until the private development comes online or maybe the summer of 2020 with higher heat loads.

PCO No	Date		Amount	Days Req	Reason
0051	8/20/2019	Furnish and Install a 300 Ton Swing Chiller	$269,412.00	30	

Item No	Item Description	Amt Prop	Reference
0001	Furnish and Install 300 Ton Used Trane Chiller	$187,414.00	
0002	Install new electrical and Power feed for swing Chiller (ROM)	$30,000.00	
0003	Allowance to Rent and Install Temporary AHU to Waste Load to start-up and commission two 1,500 Ton Chillers	$10,000.00	
0004	Revised Design Documents	$4,500.00	
0005	Contingency 5%	$12,000.00	
Level 1	1.00% Subguard	$2,439.00	
Level 2	1.00% P&P Bond	$2,439.00	
Level 3	Builder's Risk Insurance	$1,220.00	
Level 4	6.00% Design-Builder's Fee	$16,166.00	
Level 5	1.2% GL Insurance	$3,234.00	

Approved by: _____

Signature _____ **Date** _____

Southeast Mechanical Contractors

8/18/2019

Haskell
111 Riverside Ave.
Jacksonville, FL 32202

Re: Boynton Beach CEP
Change Proposal 8D
2018-005

Ben,

The following is our cost associated with the provision and installation of (1) 350 Ton used Trane chiller. Chiller cut sheet included. Service contract of 1 year included in lieu of warranty (no warranty available). Division 26 to coordinate electric service- lugs provided as shown on submittal sheet page 8. Chiller provided as is- any further modifications to be priced separately.

Our price to provide the scope of work as outlined above is:

One Hundred Eighty Seven Thousand Four Hundred Fourteen Dollars and No Cents

$187,414.00

Please issue a change order in this amount depicted above. Attached is a summary of all of the costs (additions/deducts) associated with this proposal. All of our original inclusions and exclusions sent on our original proposal still apply.

Feel free to contact me should you require any additional information.

Sincerely,

Ryan Hasko
Project Manager

Southeast Mechanical Contractors

SMC Proposal #:	8D	**Boynton Beach CEP**	
Project Manager:	Ryan Hasko	**2018-005**	
RFP/RFQ #:		Proposed Added Chiller-Used Option	
Date:	8/18/2019		

DESCRIPTION			TOTAL COST	TOTAL
Equipment & Material				
HVAC Equipment			$50,000.00	
Other Materials & Cost (Hangers/Supports)			$3,000.00	
Equipment Rental			$500.00	
Pipe, Valve & Fittings			$14,000.00	
Control Wiring			$500.00	
1 Year Service Agreement (In lieu of Equipment Warranty)			$4,326.00	
			$0.00	
			$0.00	
Tax @ 0.07 %			$5,062.82	
Subtotal - Equipment & Material				$77,388.82
Subcontractor				
Sheet metal			$0.00	
Temperature Control			$10,500.00	
Insulation			$15,120.00	
Test and Balance (Sch. D)			$1,500.00	
Excavation			$0.00	
Crane			$11,650.00	
Carrier			$4,000.00	
Subtotal - Subcontractor				$42,770.00
Labor	**QTY/HRS**	**UNIT PRICE**		
Mechanic	440.00	54.25	$23,870.00	
Technician	8.00	92.87	$742.96	
Mechanic Overtime Labor	0.00	81.37	$0.00	
Drafting/CAD	8.00	90.41	$723.28	
Foreman Labor	67.20	67.40	$4,529.28	
Superintendent Labor	22.40	74.63	$1,671.71	
Subcontract Supervision			$2,138.50	
Total Hours	545.60			
Subtotal - Labor				$33,675.73
			Total - Direct Cost	$153,834.55
Indirect Job Costs				
Permit Fee			$0.00	
Material Handling			$2,000.00	
Small tools and Safety % of Labor			$2,500.00	
General Conditions - Job Site			$0.00	
Warranty			$2,321.66	
Composite Clean Up			$0.00	
Total - Indirect Cost				$6,821.66
Change Proposal Cost				$160,656.21
Overhead	10.00%		$16,065.62	
Subtotal w/ Overhead				$176,721.83
Markup	5.00%		$8,836.09	
Subtotal w/ Markup				$185,557.92
Bond	1.00%		$1,855.58	
Change Proposal Total				**$187,413.50**

Centrifugal Chiller

Job Information

2007 Water-Cooled,Rental Services (225,350,1000)
2 J Supply
(A01)Parts Sales

TRANE

Tag	CTV-1	Model number	
Quantity	1		

Certified in accordance with the Water-Chilling Packages Using the Vapor Compression Cycle Certification Program, which is based on ARI Standard 550/590.
Sound pressure measured in accordance with ARI Standard 575-94.
ASHRAE 90.1 compliance Out of scope

CSCW0350

Unit Information

Model	CVHF	Evap tube type	IECU
Compressor size	350	Evap tube thickness	0.028"
Motor size	257	Evap passes	2
Motor frequency	60 Hz	Cond shell size	050L
Motor voltage	460	Cond bundle size	500
Impeller size	285	Cond tube type	IECU
Orifice size	545	Cond tube thickness	0.035"
Evap shell size	050L	Cond passes	2
Evap bundle size	500		

Design Information

Cooling capacity	385.0 tons	HCFC 123 refrigerant charge	750 lb
Primary power	226.0 kW	Shipping weight	18350 lb
Primary efficiency	0.587 kW/ton	Operating weight	20868 lb
IPLV	0.545 kW/ton	Sound level	80 dBA
Wye-delta starter type	Unit Mounted WyeD	Green Seal certification	No
Application type	Standard cooling	Free cooling option	No
		Heat rejected into equip room	3.86 MBh

Evaporator Information

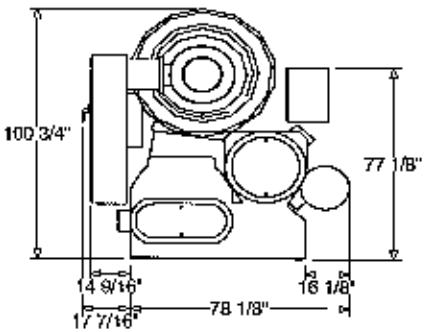
Evap leaving temp	44.00 F
Evap flow rate	920.2 gpm
Evap entering temp	53.99 F
Evap flow/capacity	2.39 gpm/ton
Evap water box type	marine
Evap pressure drop	17.62 ft H2O
Evap fouling factor	0.00010 hr-sq ft-deg F/Btu
Evap fluid type	water
Evap fluid concentration	N/A
Evap water box pressure	300 psig evap. water pressure
Evap min flow rate	192.20 gpm

Condenser Information

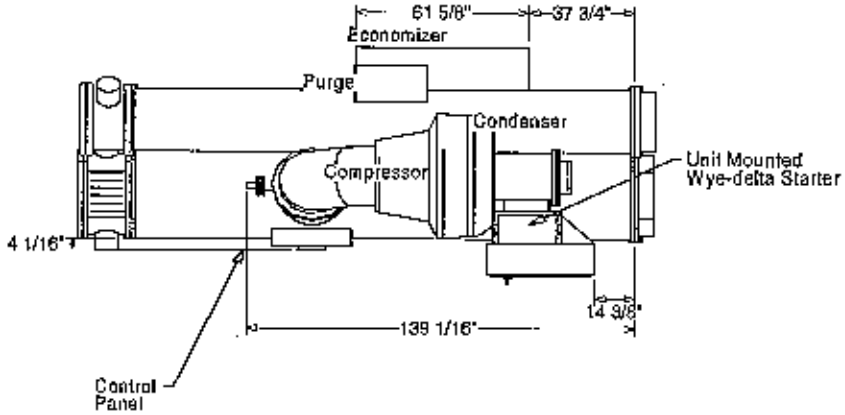
Cond entering temp	85.00 F
Cond flow rate	1151.2 gpm
Cond leaving temp	94.43 F
Cond flow/capacity	2.99 gpm/ton
Cond water box type	marine
Cond pressure drop	15.81 ft H2O
Cond fouling factor	0.00025 hr-sq ft-deg F/Btu
Cond fluid type	water
Cond fluid concentration	N/A
Cond water box pressure	300 psig cond. water pressure

Electrical Information

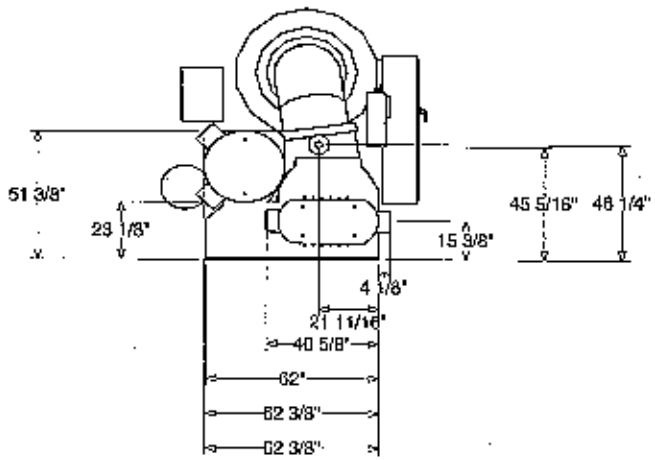
Motor LRA	1933 A	Min circuit ampacity	404 A
Primary RLA	315.4 A	Max over current protection	700 A



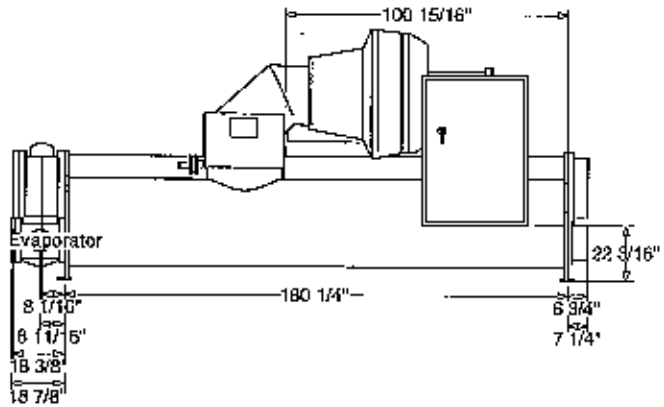
RIGHT SIDE VIEW



TOP VIEW



LEFT SIDE VIEW



FRONT VIEW

SHELL TYPE	CONN DIA	CONN TYPE
EVAPORATOR	6"	VICTAULIC
COOLING COND	8"	VICTAULIC

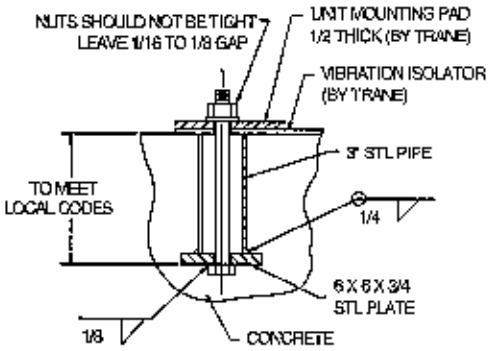
NOTES:
1. UNLESS OTHERWISE SPECIFIED DIMENSIONAL TOLERANCE +/-1/2".
2. CONDENSER CONNECTIONS ARE AT 45 DEGREES FOR BOTTOM (INLET) AND TOP (OUTLET).
3. EVAP CONNECTIONS ARE FRONT INLET AND REAR OUTLET.
4. DRAIN AND VENT LOCATIONS ARE SHOWN ON THE WATER BOX END PLATES.

TRANE

⚠ WARNING

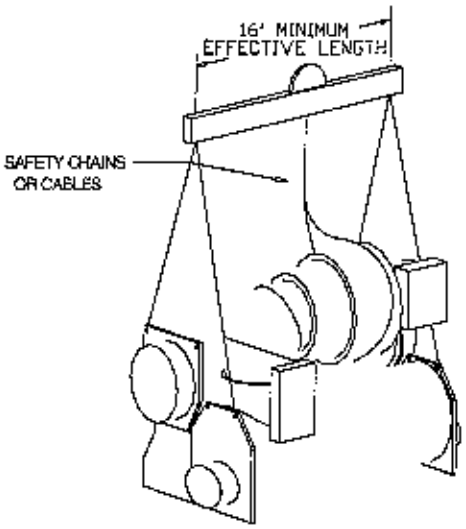
1. HEAVY OBJECTS!
   DO NOT USE CABLES (CHAINS OR SLINGS) EXCEPT AS SHOWN. EACH OF THE CABLES (CHAINS OR SLINGS) USED TO LIFT THE UNIT MUST BE CAPABLE OF SUPPORTING THE ENTIRE WEIGHT OF THE UNIT. LIFTING CABLES (CHAINS OR SLINGS) MAY NOT BE OF THE SAME LENGTH. ADJUST AS NECESSARY FOR EVEN UNIT LIFT. OTHER LIFTING ARRANGEMENTS MAY CAUSE EQUIPMENT OR PROPERTY-ONLY DAMAGE. FAILURE TO PROPERLY LIFT UNIT MAY RESULT IN DEATH OR SERIOUS INJURY. SEE DETAILS BELOW.
2. IMPROPER UNIT LIFT!
   TEST LIFT UNIT APPROXIMATELY 24 INCHES TO VERIFY PROPER CENTER OF GRAVITY LIFT POINT. TO AVOID DROPPING OF UNIT, REPOSITION LIFTING POINT IF UNIT IS NOT LEVEL. FAILURE TO PROPERLY LIFT UNIT COULD RESULT IN DEATH OR SERIOUS INJURY OR POSSIBLE EQUIPMENT OR PROPERTY-ONLY DAMAGE.
3. ATTACH SAFETY CHAIN OR CABLE AS SHOWN WITHOUT TENSION, NOT AS A LIFTING CHAIN OR CABLE, BUT TO PREVENT THE UNIT FROM ROLLING.
4. DO NOT FORKLIFT THE UNIT TO MOVE OR LIFT.
5. LIFTING HOLES PROVIDED ON CHILLER TO ATTACH CABLES (CHAINS OR SLINGS).
6. 36" (900 MM) RECOMMENDED CLEARANCE ABOVE HIGHEST POINT OF COMPRESSOR.
7. FOLLOW NEC SECTION 110 AND OTHER APPLICABLE LOCAL CODES FOR CLEARANCES IN FRONT OF ELECTRICAL ENCLOSURES.
8. SPECIFIC SHIPPING AND OPERATING WEIGHTS OF THE SUBMITTED CHILLER ARE PROVIDED IF THE CENTRIFUGAL CHILLER SELECTION WAS ENTERED IN TOPSS. DETAILED LOAD POINT AND SPRING ISOLATOR APPLICATION WEIGHTS ARE AVAILABLE FROM "CENTRAVAC ISOLATOR SELECTION REPORT" AVAILABLE FROM THE REPORT GENERATOR OF THE TRANE TOPSS CHILLER SELECTION PROGRAM. CONTACT YOUR LOCAL TRANE SALES ENGINEER IF THIS DATA IS REQUIRED.

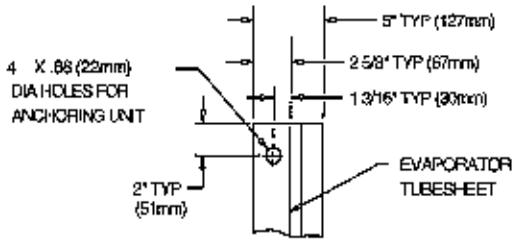
(SEE NOTE 8 ABOVE)	
MAXIMUM SHIPPING	18350.00 lb
MAXIMUM OPERATING	20868.00 lb



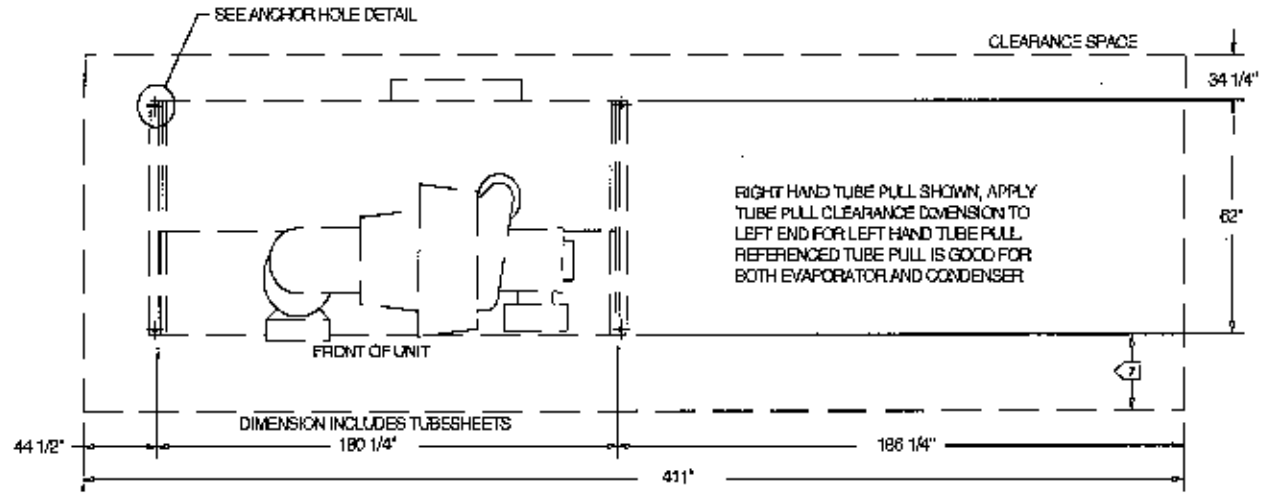
ANCHOR BOLT DETAIL

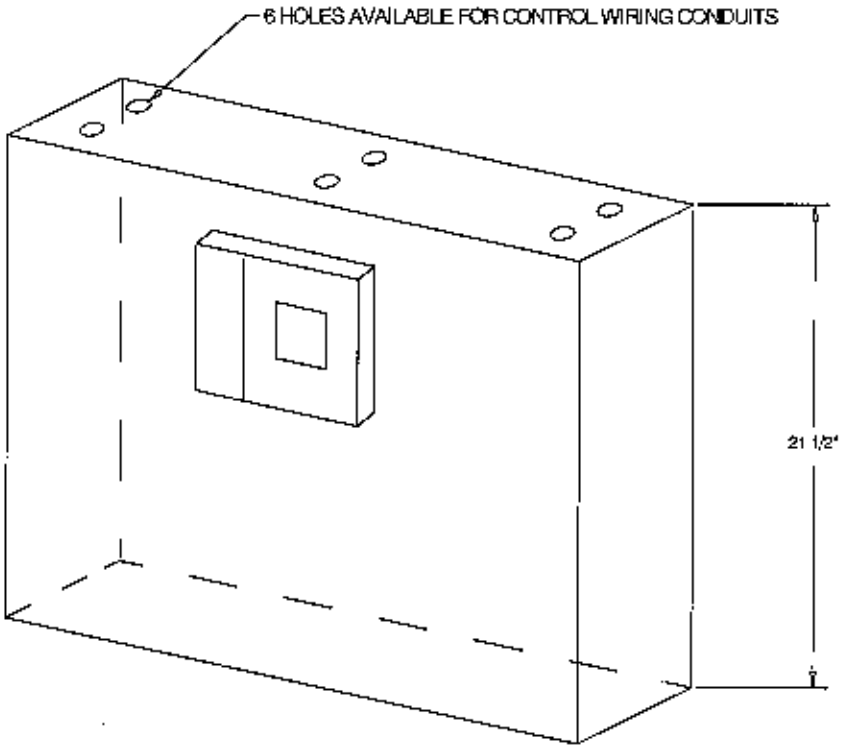
RECOMMENDED PROCEDURE TO ALLOW FOR THERMAL EXPANSION. (UNLESS OTHERWISE SPECIFIED, PARTS ARE FURNISHED BY CUSTOMER)

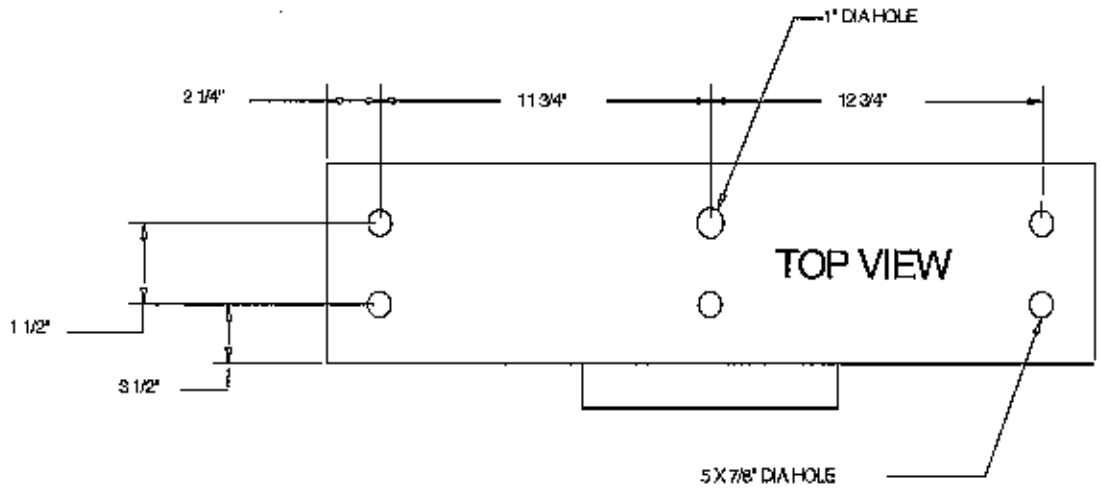


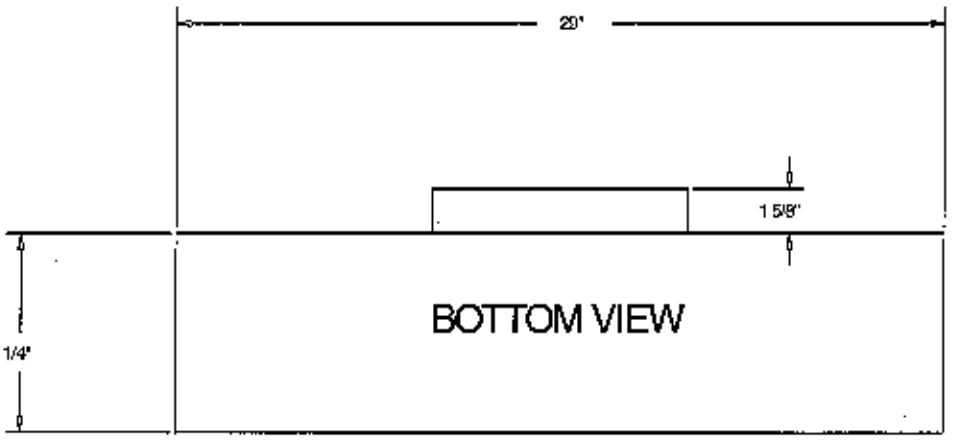


ANCHOR HOLE DETAIL
EACH CORNER




6 HOLES AVAILABLE FOR CONTROL WIRING CONDUITS
21 1/2"


1" DIA HOLE
2 1/4"
11 3/4"
12 3/4"
TOP VIEW
1 1/2"
3 1/2"
5 X 7/8" DIA HOLE


20"
1 5/8"
BOTTOM VIEW
7 1/4"

K
NTING, SOLID METAL, REVERSE BUCKLING DISK COMPATIBLE WITH HCFC-123.
K RATING OF 15 PSIG[104 kPa] ± 2 PSIG[14 kPa] AT 115 °F[46°C].
JRE DISK WITH STAINLESS STEEL CASSETTE BODY.
ID LEAKAGE DETECTION WILL OCCUR ON A DAMAGED DISK AT OR
'PLIED PRESSURE OF 9 PSIG[62 kPa].
SK WILL REVERSE AND OPEN TO PERMIT RATED FLOW AT OR
OF THE 15 PSIG[104 kPa] BURST RATING.
K WILL WITHSTAND A 35 PSIG[241 kPa] BACK PRESSURE.

DERGO A 10 PSI[69 kPa] PRESSURE TEST BEFORE LEAVING THE FACTORY.
DERGO DESTRUCTIVE TESTING ON A RANDOM BASIS.

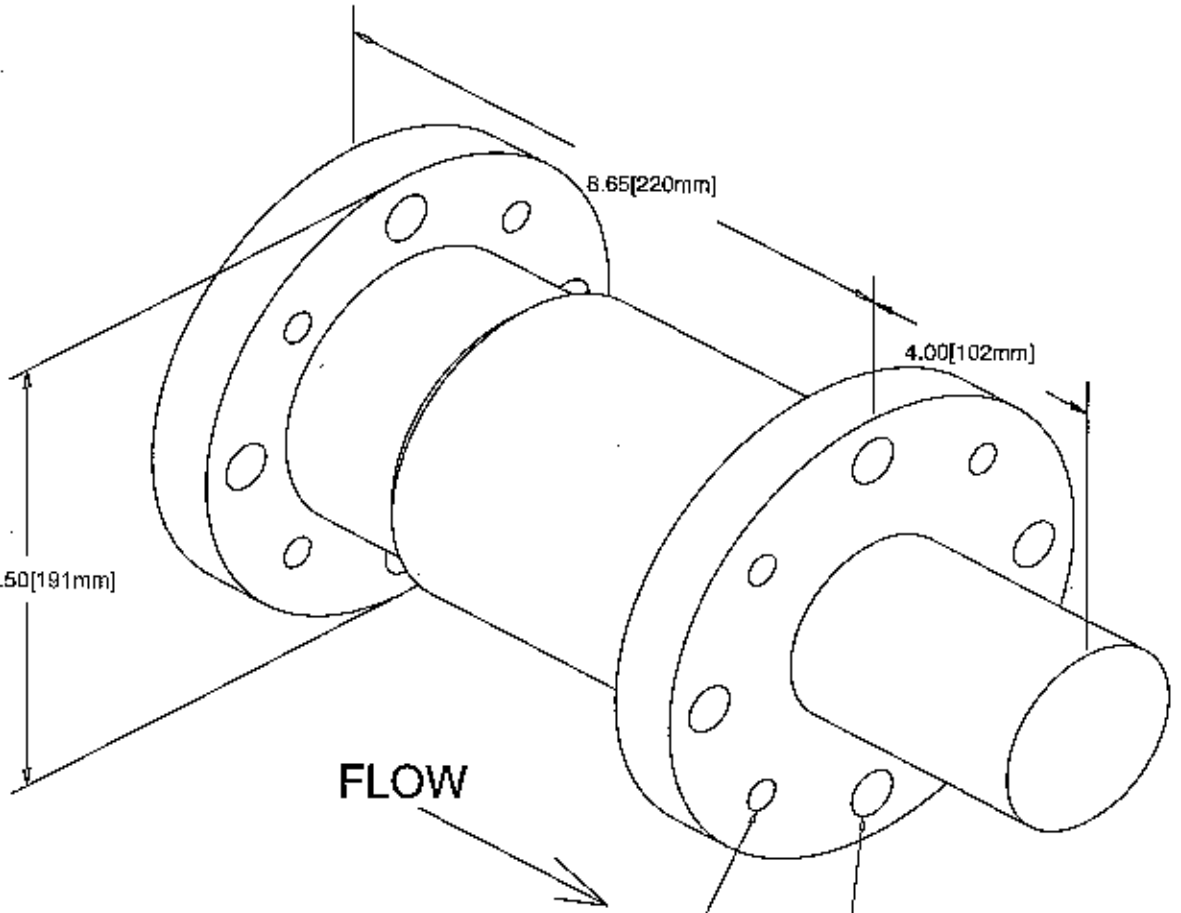
G 15 PSIG[104 kPa] ± 5%; COMPATIBLE WITH LOW PRESSURE
FH HCFC-123.
E TIGHT RESEAT AT 13 PSIG[90 kPa].
TEEL VALVE BODY.
TEEL VALVE SPRING, PLUG, AND SPRING HOOKS.
LOCATED IN VALVE PLUG.
EABLE O-RING.
IPATIBLE WITH HCFC-123.

ET AND OUTLET ON VALVE BODY:
PT[7mm], SQUARE RECESSED DRAIN PLUGS TO PROVIDE DRAIN
HE INTERNAL CAVITY OF THE VALVE BODY. THESE ARE
THE BASE OF THE VALVE PLUG AND SPACED AT 120 °.

PT[7mm] TAPPINGS INTO THE DISK VALVE INTERSPACE;
LOW VALVE, PRESSURE GAUGE AND A SQUARE RECESSED
OCATED IN THESE HOLES.
O BE SPACED AT 120 °.
N VALVE - A 1/4" NPT[7mm], VALVE USED TO ENSURE THE
NTERSPACE IS MAINTAINED AT ATMOSPHERIC PRESSURE
MAL CHILLER SERVICE.
VALVE OPERATION, THIS VALVE WILL CLOSE.
AUGE - A 2"[51mm] FACE, 30"[762mm] HG TO 30 PSIG[207 kPa], BRONZE TUBE, WITH 1/4" NPT[7mm] CONNECTION.

NDERGO A LEAK TEST, PRESSURE TEST, AND A PULL TEST BEFORE LEAVING THE FACTORY.

1390 SCFM [656 L/s]
'C' = 104.2 LBS/MIN [.79 kg/s]
ROSS PIECE = 86.6 LBS/MIN [.67 kg/s]



BOLT PATTERN FOR TRANE FLANGE
(4X)Ø.50[13mm] HOLES EQUALLY SPACED
Ø6.38[162mm] B.C. (EACH END)

BOLT PATTERN FOR 3" ANSI[762mm] 150 PSI[1034 kPa] FLANGE
(4X)Ø.75[19mm] HOLES EQUALLY SPACED
Ø6.00[153mm] B.C. (EACH END)

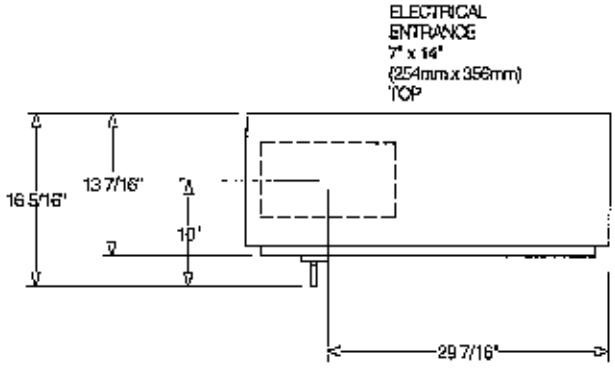
WEIGHT
28LBS[13kg]

TRANE

SIZE	MAX RLA	BREAKER AIC AMPS	SHORT CIRCUIT WITHSTAND RATINGS (RMS SYMETRICAL AMPS)	LINE CONNECTION LUGS WYE-DELTA STARTERS	PANEL CONNECTION	INTERNAL WIRE LENGTH
40P	346	35,000	35,000	(2) 300-350	CB	25'

POWER FACTOR CORRECTION CAPACITORS, WHEN SELECTED, ARE NOT INCLUDED IN THE UL SHORT CIRCUIT RATING OF THE STARTER.

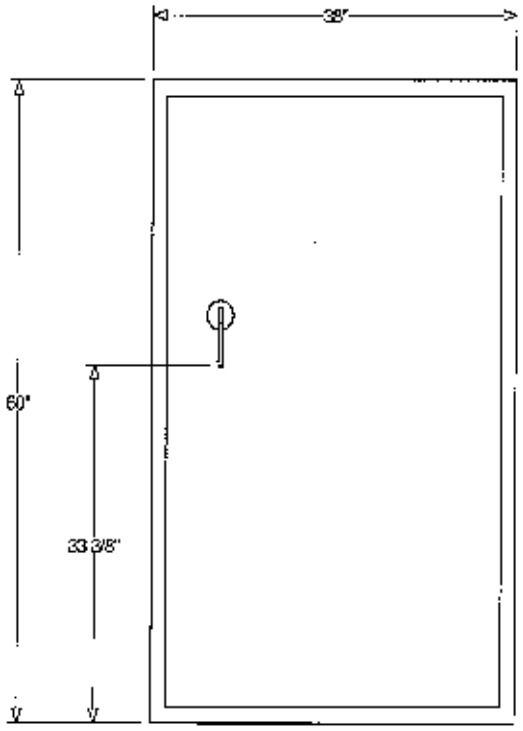
CB = CIRCUIT BREAKER



MAX DOOR SWING
145° & 98 1/4" (972mm)

ALLOW MIN. FRONT WORKING SPACE CLEARANCE PER NEC ARTICLE 110 REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.

TOP VIEW



FRONT ELEVATION

⚠ WARNING	⚠ AVERTISSEMENT	⚠ ADVERTENCIA
HAZARDOUS VOLTAGE! DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. ENSURE THAT ALL INTERCONNECTING POWER DISCONNECTS ARE OPEN AND LOCKED. UNITS WITH VARIABLE SPEED DRIVES HAVE LOCK OUT/TAG OUT INSTRUCTIONS ON DISCONNECT ENCLOSURE. FAILURE TO DO SO MAY CAUSE SERIOUS INJURY OR DEATH.	TENSION DANGEREUSE! COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE, PUIS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LES CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.	VOLTAJE PELIGROSO! DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUSO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER A SU SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITADORES DE MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE CONDUCCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O GRAVES LESIONES PERSONALES.

CAUTION	ATTENTION	PRECAUCIÓN
USE COPPER CONDUCTORS ONLY! UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS. FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.	N'UTILISER QUE DES CONDUCTEURS EN CUIVRE! LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS. L'UTILISATION DE TOUT AUTRE CONDUCTEUR PEUT ENDOMMAGER L'ÉQUIPEMENT.	¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE! LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES. SI NO LO HACE, PUEDE OCASIONAR DAÑO AL EQUIPO.

* CONNECTION DIAGRAMS ARE AVAILABLE AT THE WEBPAGE SHOWN IN THE MECHANICAL SPECIFICATIONS SECTION OF THIS SUBMITTAL.

NOTES:

1. DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. CHECK SALES ORDER TO DETERMINE IF WIRING IS REQUIRED FOR SPECIFIC OPTIONS.
2. CAUTION - DO NOT ENERGIZE UNIT UNTIL CHECK-OUT AND START-UP PROCEDURES HAVE BEEN COMPLETED.

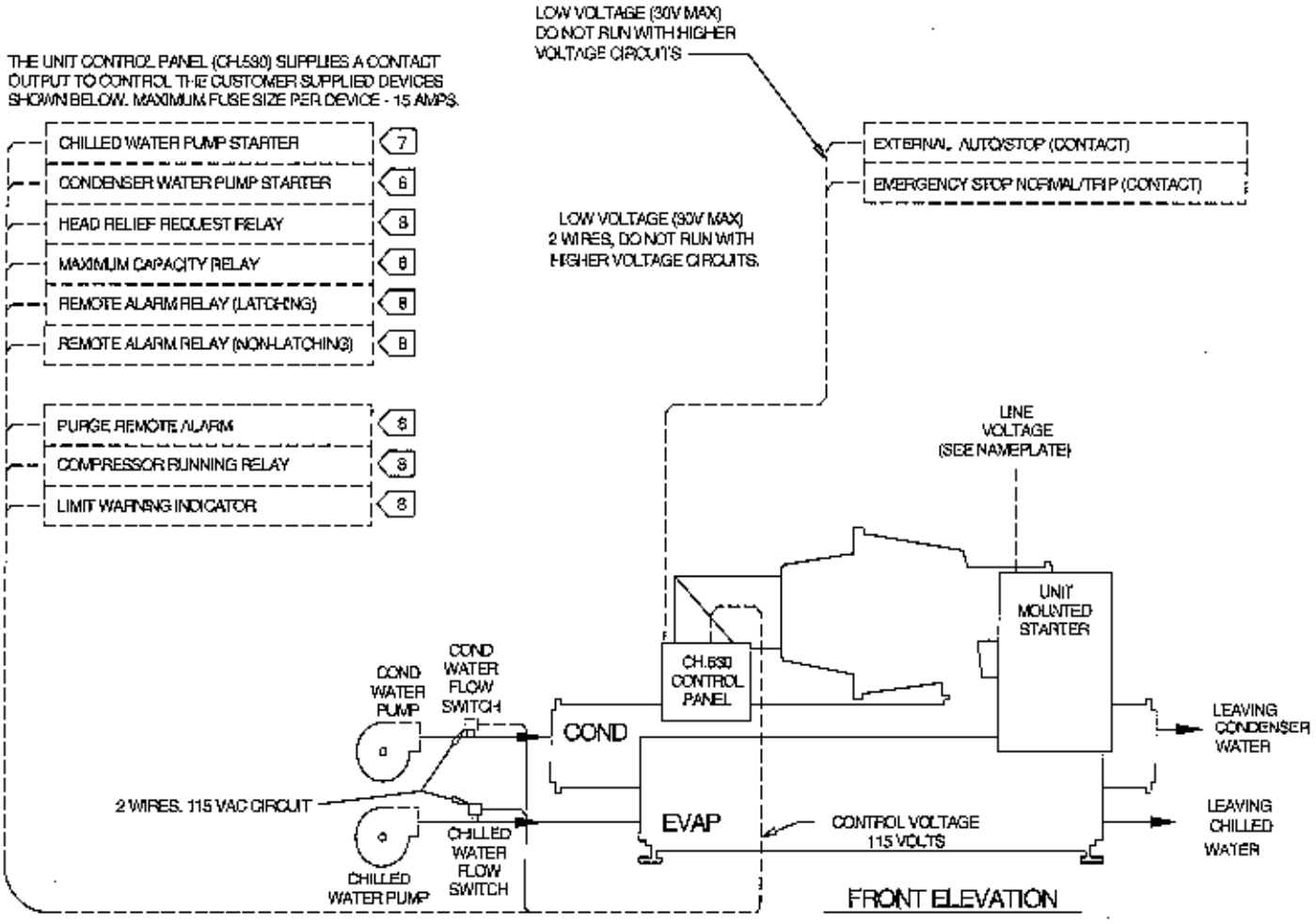
REQUIRED

3. ALL CUSTOMER CONTROL CIRCUIT WIRING MUST HAVE A MINIMUM RATING OF 150 VOLTS.
4. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), STATE AND LOCAL REQUIREMENTS. OUTSIDE THE UNITED STATES, OTHER COUNTRIES APPLICABLE NATIONAL AND/OR LOCAL REQUIREMENTS SHALL APPLY.
5. EVAPORATOR AND CONDENSER FLOW SWITCHES ARE REQUIRED. THEY MUST BE INSTALLED AND WIRED TO THE TRANE PANEL BY THE INSTALLING CONTRACTOR. PURCHASE OF SWITCHES FROM TRANE IS OPTIONAL.

<6> 2 WIRES, 115 VAC CIRCUIT, SEPARATE POWER SUPPLY IS REQUIRED. MINIMUM CONTACT RATING AT 115 VAC - 2.88 INDUCTIVE 1/3 H.P.(.25 kW) AT 115 VAC REQUIRED.

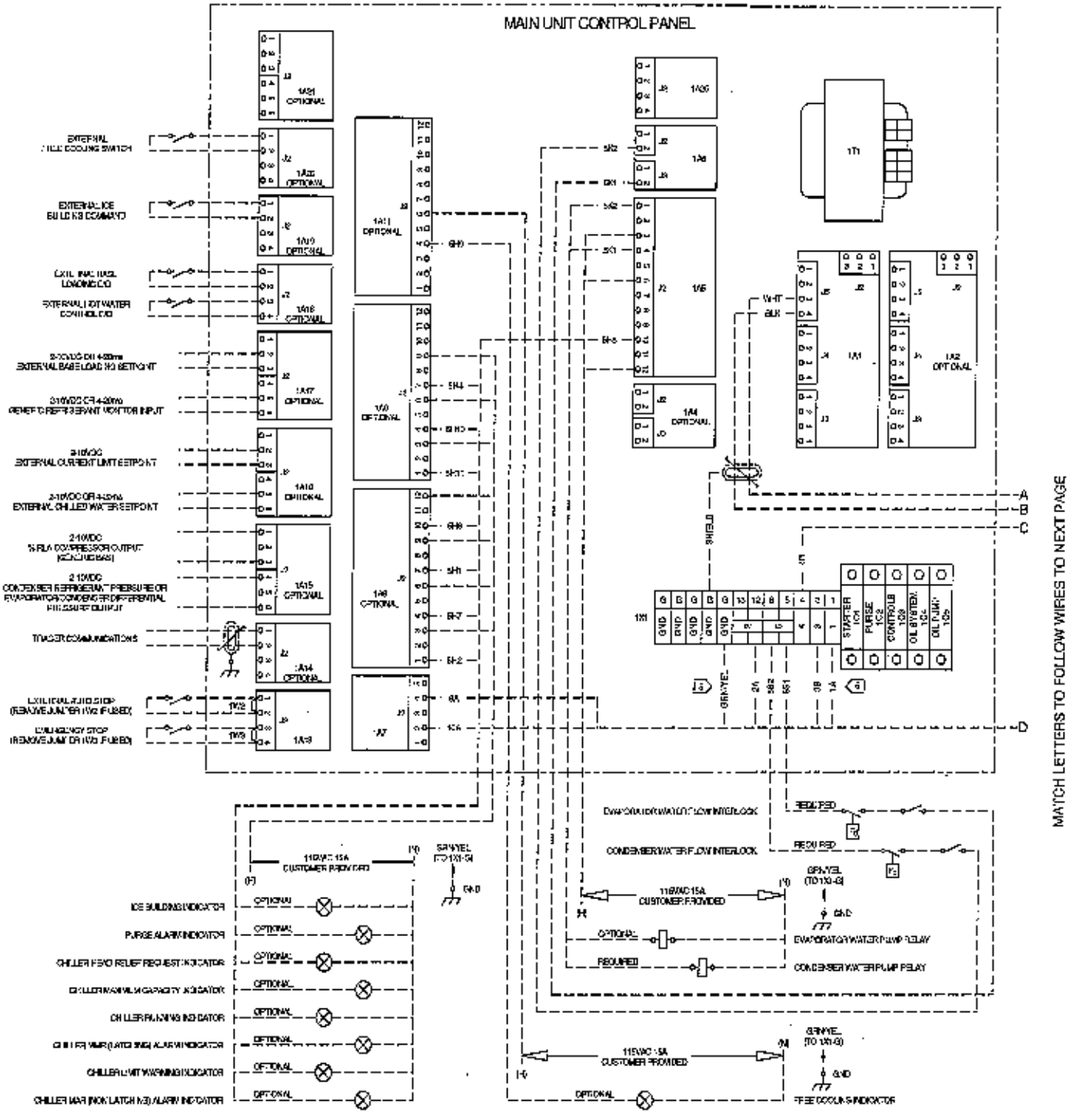
<7> 2 WIRES, 115 VAC CIRCUIT, SEPARATE POWER SUPPLY IS REQUIRED. CONTACTS ARE N.O. CONTACT RATING - 2.88 INDUCTIVE 1/3 H.P.(.25 kW) AT 115 VAC OPTIONAL.

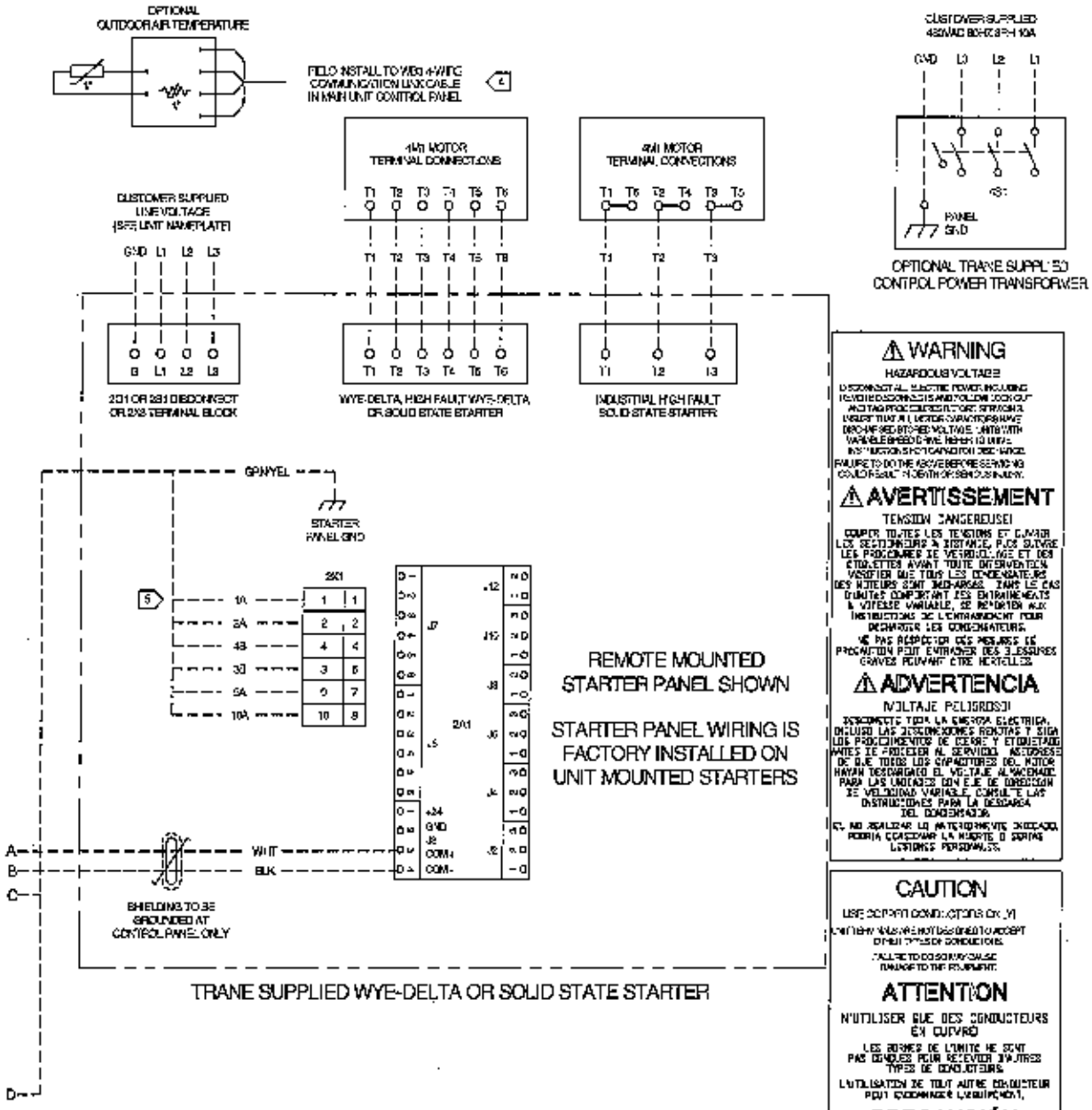
<8> 2 OR 3 WIRES(N.O. &/OR N.C.), 115 VAC CIRCUIT, SEPARATE 115 VAC POWER SUPPLY IS REQUIRED. CONTACTS ARE NO/NC RATINGS - 2.88 INDUCTIVE 1/3 H.P.(.25 kW) AT 115 VAC.



⚠ WARNING	⚠ AVERTISSEMENT	⚠ ADVERTENCIA
HAZARDOUS VOLTAGE DISCONNECT ALL ELECTRIC POWER AND LOCK OUT AND TAG PROPER LUBRICATION SERVICING IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND NATIONAL CODES. WHERE SPECIFIED, OPEN, LOCK AND TAG VARIABLE SPEED DRIVE. REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE. FAILURE TO DO THE ABOVE COULD RESULT IN DEATH OR SERIOUS INJURY.	TENSION DANGEREUSE COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE. PUIS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER AVANT TOUS LES ENTRETIENS DES MOTEURS SONT DÉCHARGÉS. DANS LES CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRÉCAUTION POUR ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.	VOLTAJE PELIGROSO DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUSO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO. EL VOLTAJE ALMACENADO PARA LAS UNIDADES CON ELE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. EL NO REALIZAR LA INTERVENCIÓN ADECUADA PUEDA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.

CAUTION	ATTENTION	PRECAUCIÓN
USE COPPER CONDUCTORS ONLY! UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS. FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.	N'UTILISER QUE DES CONDUCTEURS EN CUIVRE! LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS. L'UTILISATION DE TOUT AUTRE CONDUCTEUR PEUT ENDOMMAGER L'ÉQUIPEMENT.	¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE! LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES. SI NO LO HACE, PUEDE OCASIONAR DAÑO AL EQUIPO.





⚠ WARNING

HAZARDOUS VOLTAGE

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES IN THIS MANUAL. ENSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED BEFORE SERVICING. USE A VOLTMETER WITH SUFFICIENT RANGE TO CONFIRM. FAILURE TO DO THIS COULD RESULT IN DEATH OR SERIOUS INJURY.

⚠ AVERTISSEMENT

TENSION DANGEREUSE!

COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE, PUIS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS.

NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

⚠ ADVERTENCIA

VOLTAJE PELIGROSO!

DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUSO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR.

EL NO REALIZAR LO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.

CAUTION

USE COPPER CONDUCTORS ONLY

UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.

FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

ATTENTION

N'UTILISER QUE DES CONDUCTEURS EN CUIVRE

LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.

L'UTILISATION DE TOUT AUTRE CONDUCTEUR PEUT OCCASIONNER L'ENDOMMAGEMENT DE L'ÉQUIPEMENT.

PRECAUCIÓN

UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!

LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.

SI NO LO HACE, PUEDE OCASIONAR DAÑO AL EQUIPO.

FIELD WIRING CIRCUIT SELECTION INFORMATION

WIRE NO OR DEVICE	CIRCUIT INFORMATION
SUPPLY AND MOTOR LEADS	SEE NAMEPLATE; MINIMUM CIRCUIT AMPACITY
1A*, 2A* AND GR/YEL	4000VA AT 115 VAC, 6 AWG MAX WIRE SIZE
9A* AND 10A*	PUMP MOTOR, 1PH 3PH HP, 11.7 FULL LOAD AMPS AT 115 VAC 14 AWG MAX WIRE SIZE
W64	TWISTED, SHIELDED PAIR, 30 VDC, MAX LENGTH 1500 FT (BELDON TYPE 8760 RECOMMENDED)
5S1*, 5S2*, 3S* AND 4S*	CIRCUIT PS2 PER IEC 950 AT 23A, 115 VAC 1PH, 10 AWG MAX WIRE SIZE
5S3 THRU 5S8	24 VDC, 10mA RESISTIVE LOAD, 14 AWG MAX WIRE SIZE
ALL REMAINING CH530 LLID TERMINALS	CONTACT RATING: 2.86A INDUCTIVE, 1/3 HP, 0.25KW AT 115 VAC 14 AWG MAX WIRE SIZE

* TAPPED CONTROL CONDUCTORS

NOTES:

1. DASHED LINES INDICATE FIELD WIRING BY OTHERS. WIRE NUMBERS SHOWN ARE RECOMMENDED BY TRANE. CHECK SALES ORDER TO DETERMINE WHICH OPTIONS ARE PRESENT ON THE UNIT.
2. DO NOT ROUTE LOW VOLTAGE (24V) WITH CONTROL VOLTAGE (115V) AND DO NOT POWER UNIT UNTIL CHECK-OUT AND START-UP PROCEDURES HAVE BEEN COMPLETED.
3. EVAPORATOR AND CONDENSER WATER FLOW SWITCHES ARE REQUIRED AND MUST CONTAIN DPDT CONTACTS. THE SEPARATE FLOW SWITCHES ARE TO BE RUN IN SERIES WITH SEPARATE AUX CONTACTS FOR THE EVAPORATOR AND CONDENSER PUMPS. THEY MUST BE INSTALLED AND WIRED TO THE TRANE MAIN UNIT CONTROL PANEL BY THE INSTALLING CONTRACTOR. THE PURCHASE OF FLOW SWITCHES FROM TRANE IS OPTIONAL.

4 OPTIONAL 4R13 OUTDOOR AIR TEMPERATURE SENSOR IS SHIPPED WITH THE UNIT FOR FIELD INSTALLATION. REFER TO THE UNIT INSTALLATION LITERATURE FOR INSTALLATION OPTIONS AT THE JOB SITE.

5 WHEN CONTROL POWER TRANSFORMER (XFTR) OPTION IS PRESENT, WIRE 1A IS NOT REQUIRED, WIRE 9A CONNECTS TO 1X1-13 AND GR/YEL STARTER PANEL GROUND WIRE IS CONNECTED ONE TERMINAL TO THE LEFT FROM WHERE IT IS CURRENTLY SHOWN ON 1X1.

Selection Summary
2007 Water-Cooled,Rental Services (225,350,1000)
Report Date: 7/31/2007

350 ton 40/50

385 ton - 44/54

Description: Centrifugal Chiller-350 ton
Product Code: 0347
Ship Cycle:

Product: Centrifugal Chiller
Price Date: 6/7/2007
Quantity: 1

Tagging

CTV-1

Option and Pricing Summary

Product Module/Option Description	Design Auth	List	Net	Design Charge	Qty Per Unit	Category	Code
Base unit module							
North America region						DSTR	NAR
2 Stage direct drive						MODL	CVHF
350 Nominal tons		186,514	0			NTON	350
CH 530 controls						CNIF	CH53
Without industrial chiller package		0	0			INDP	NO
60 Hertz unit						HRTZ	60
460 volt 3 phase						VOLT	460
257 kW Compressor motor 60 hz						CPKW	257
Impeller cutback						CPIM	285
Single stage standard economizer		0	0			ECTY	SLEC
Standard cooling						APTY	STD
500 Ton long shell evap.		0	0			EVSZ	050L
500 Nominal ton evap.		72,686	0			EVBS	500
1.0" Internally enhanced cu. tubing						EVTM	IECU
.028" Tube wall thickness evap.						EVTH	28
Fluid type = water						EFLD	WATE
Marine waterbox evap.		13,879	0			EVWT	MAR
Standard waterbox construction		0	0			EVWC	STD
Two pass waterbox evap.						EVWP	2
300 psig evap. water pressure						EVPR	300
Victaulic connection evap.		0	0			EVCO	VICT
In LH front - out LH rear						EVWA	LFLR
500 Ton long shell cond.						CDSZ	050L
500 Nominal ton cond.		41,851	0			CDBS	500
1.0" Internally enhanced cu. tubing						CDTM	IECU
.035" Tube wall thickness cond.						CDTH	35
Standard condenser construction		0	0			CDTY	STD
Fluid type = water						CFLD	WATE
Marine waterbox cond.		23,011	0			CDWT	MAR
Standard waterbox construction		0	0			CDWC	STD
Two pass waterbox cond						CDWP	2
300 psig cond. water pressure						CDPR	300
Victaulic connection cond.		0	0			CDCO	VICT
In LH rear - out LH rear						CDWA	LRLR
Standard tube sheet construction						TSTY	STD
545 Nominal ton orifice						ORSZ	545
U.L. listed (United States requirement)		170	0			AGLT	UL
Standard air run and vibration.		0	0			TEST	AIR
Standard air run and vibration						TTOL	AIR
Mylar (plastic) logo		0	0			WCNM	SNMP
Don't apply special ton tolerance						ASTT	NO
Don't apply special kW/ton tolerance						ASKT	NONE
Domestic shipping package without skid						SPKG	DOM
Unit insulation package		16,577	0			INSL	STD
Separable shells with cmpr. doweling		11,708	0			SSCD	SPSH
Green Seal not qualified						GNSL	NO
Out of scope						ASCL	OUTS
Operating Status		443	0			OPST	YES
With enhanced protection		1,513	0			EPRO	YES
RuptureGuard-relief valve-field install		6,458	0			RPGD	YES
Accessory line item 1						ACY1	ACY1
Accessory line item 2						ACY2	ACY2
Accessory line item 3						ACY3	ACY3
Trane Supplied Refrig.		0	0			RFGT	YES
Wye-delta starter unit/remote mounted							
Wye-Delta Starter						WDMODL	CVSK
UMtd Wye-Delta Starter		17,963	0			WDSRTY	USTR
346 maximum RLA						WDSRRL	346

Circuit breaker	3,738	0		WDPNCO	CB
320 maximum connection RLA				WDSPCU	320
Extended warranty NAR territory only					
No parts warranty unit	0	0		UNIT1	NONE
No parts less motor & cmpr warranty	0	0		UNLC1	NONE
No motor & compressor warranty	0	0		CMPR	NONE
1st year labor warranty whole unit	0	0		LBR1	YR1
Total (Each)	396,508	0	0		
Quantity	1	1			
Total (Extended)	396,508	0	0		
Unadjusted Grand Total	396,508				

Model Number

FCLT-LAX	----------	MODL-CVHF	NTON-350	CNIF-CH53	GBNR-NO
INDP-NO	ERTZ-60	VOLT-460	CPKW-257	CPIM-285	ECTY-N/A
APTY-STD	EVSZ-050L	EVBS-500	EVTM-IECU	EVTH-28	EVLD-WATE
EVWT-MAR	EVWC-STD	EVWP-2	EVPR-300	EVCO-VICT	EVWA-LFLR
CDSZ-050L	CDBS-500	CDTM-IECU	CDTH-35	CDTY-STD	CFLD-WATE
CDWT-MAR	CDWC-STD	CDWP-2	CDPR-300	CDCO-VICT	CDWA-LFLR
TSTY-STD	ORSZ-545	AGLT-UL	TEST-AIR	TTOL-AIR	WCXM-SNMP
ASTT-NO	SPKG-DOM	HGBP-W/O	FRCL-----	INSL-YES	OPTI-CPDW
AAZ-YES	OPST-YES	EPRO-YES	RPGD-YES	REFG-----	STRM-CVSK
SRTY-USTR	SRRL-346	PNCO-CB	SPCU-320		

Ordering Number Summary

Option Description	Part Number
1st year labor warranty whole unit	2716-2110-03-50

Unit Performance

Tagging:
CTV-1

Description	Value	Unit of Measure	Source
Base unit module			
Nameplate kW	226.00	kW	PRODSEL
Nameplate RLA	315.40	A	PRODSEL
Nameplate MCA	404.00	A	PRODSEL
Nameplate MOCP	700.00	A	PRODSEL
Primary tons of refrigeration	385.00	tons	PRODSEL
Primary kW	226.00	kW	PRODSEL
Primary RLA	315.40	A	PRODSEL
Motor locked rotor amps	1933.00	A	PRODSEL
Minimum circuit ampacity	404.00	A	PRODSEL
Maximum over current protection	700.00	A	PRODSEL
Primary kW/t	0.587	kW/ton	PRODSEL
IPLV	0.545	kW/ton	PRODSEL
Evaporator entering fluid temp	53.99	F	PRODSEL
Evaporator minimum flow rate	192.20	gpm	PRODSEL
Evaporator leaving fluid temp	44.00	F	PRODSEL
Evaporator gallons per minute	920.2	gpm	PRODSEL
Evaporator pressure drop	17.62	ft H2O	PRODSEL
Evaporator fouling factor	0.00010	hr-sq ft-deg F/Btu	PRODSEL
Evaporator fluid concentration	0.00	%	PRODSEL
Evaporator fluid velocity	7.18	ft/s	PRODSEL
Evaporator refrigerant saturation temp	40.41	F	PRODSEL
Evaporator gpm/ton	2.39	gpm/ton	PRODSEL
Condenser entering fluid temp	85.00	F	PRODSEL
Condenser leaving fluid temp	94.43	F	PRODSEL
Condenser gallons per minute	1151.2	gpm	PRODSEL
Condenser pressure drop	15.81	ft H2O	PRODSEL
Condenser fouling factor	0.00025	hr-sq ft-deg F/Btu	PRODSEL
Condenser fluid concentration	0.00	%	PRODSEL
Condenser fluid velocity	7.30	ft/s	PRODSEL
Condenser refrigerant saturation temp	97.07	F	PRODSEL
Condenser gpm/ton	2.99	gpm/ton	PRODSEL

HCFC 123 refrigerant charge	750.0	lb	PRODSEL
Unload to %	25.00	%	PRODSEL
Full load sound pressure	80	dBA	PRODSEL
Inlet guide vane position	68.30	deg	PRODSEL
Compressor RPM	3560	rpm	PRODSEL
Selection code revision level	55086	Each	PRODSEL
Shipping weight	18350.0	lb	PRODSEL
Operating weight	20868.0	lb	PRODSEL
Heat rejected into equipment room	3.86	MBh	PRODSEL
ARI 550/590-03 classification	Certified	Each	PRODSEL
Optimization mode	kW/TON	Each	PRODSEL
Search level	Comprehens	Each	PRODSEL
Impeller optimization	Yes	Each	PRODSEL
Selection ID	1111111100	Each	PRODSEL

Ryan Hasko

From: Del Valle, Rafael <Rafael.DelValle@trane.com>
Sent: Monday, August 12, 2019 4:02 PM
To: Ryan Hasko
Cc: Jorge, Jorge
Subject: RE: Boynton Beach CEP (2018-005) Chiller Cost
Attachments: As Built Drawings - HDW - 400T.pdf; As Built Drawings - RTHD - 374 tons.pdf

Follow Up Flag: Flag for follow up
Flag Status: Completed

Please see the attached cut sheets.

The add to bring these chillers into the controls is $10,500.

I will forward the Revit files once I get them.

Regards,

Rafael Del Valle
Account Manager
Trane – South Florida
754-235-0412 Cell
954-206-1113 Fax

From: Ryan Hasko <rhasko@semechanical.com>
Sent: Monday, August 12, 2019 11:24 AM
To: Del Valle, Rafael <Rafael.DelValle@trane.com>
Subject: RE: Boynton Beach CEP (2018-005) Chiller Cost

Alert: This is an external email.

Rafael,

Can I get cut sheets please?

Sincerely,

Ryan Hasko
Senior Project Manager

Southeast Mechanical Contractors

2120 SW 57th Terrace Hollywood, FL 33023

OSORNO GROUP CORP
INSULATION

Change Order: CO-08190269

MECHANICAL INSULATION PROPOSAL

August 13, 2019

Southeast Mechanical Contractors
2120 SW 57th Terrace
Hollywood, FL 33023

Project: Boynton Beach Central Energy Plant
Address: Boynton Beach, FL

Scope of Work

ADD
1. Insulate chilled water piping for added chiller

Net Change Order Amount => $ 15,120.00

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE

Document No. 530
Second Edition 2010
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Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the 6th day of September in the year of 2018, by and between the following parties, for services in connection with the Project identified below:

OWNER:
(Name and address)

City of Boynton Beach, Florida
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33425-0310

DESIGN-BUILDER:
(Name and address)

The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202

CONSTRUCTION MANAGER:
(Name and address)

E2L Real Estate Solutions, LLC
1400 W. Fairbanks Ave., Suite 201
Winter Park, Florida 32789

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)

District Energy System (DES) building and chilled water piping distribution system.

In consideration of the mutual covenants and obligations contained herein, Owner, Construction Manager and Design-Builder agree as set forth herein.

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Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 This Agreement, including all exhibits;

2.1.3 The General Conditions of Contract, DBIA 535, as modified;

2.1.4 GMP Exhibit referenced in Section 6.6.1.1 herein, dated 09/05/2018, or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein; and

2.1.5 The Town Square Redevelopment Phase 2 Services Agreement, dated March 23, 2018, by and between Owner and Construction Manager and the related exhibits and schedules.

Article 3

Interpretation and Intent

3.1 Construction Manager is an agent of and for Owner, and has been engaged by Owner to oversee and manage, for the benefit and on behalf of Owner, the Project and the services of Design-Builder required by this Agreement. As such, decisions and directions of Construction Manager, given or directed towards Design-Builder, shall be on behalf of Owner and Design-Builder shall be entitled to rely on such decisions and direction as if made directly by Owner. Further, where "Construction Manager" is used throughout the Contract Documents, it shall mean, for purposes of binding Owner to all obligations herein, "Owner and Construction Manager." Notwithstanding anything to the contrary set forth in this Agreement or the other Contract Documents, Owner is legal title holder to the Site and the improvements thereon, will have exclusive use and occupancy of the Project when completed and is exclusively liable to Design-Builder and the Indemnified Parties for any and all payments relating to or for all Work performed and all obligations to provide the indemnity set forth in Section 4.5 below, respectively. Owner, Construction Manager and Design-Builder are sometimes collectively referred to herein as the "Parties."

3.2 Design-Builder and Construction Manager, prior to execution of this Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Construction Manager will discuss and resolve any identified conflicts or ambiguities prior to execution of this Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

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3.3 The Contract Documents are intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of this Agreement, Design-Builder and Construction Manager shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.4 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract, unless otherwise defined in a Contract Document.

3.5 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.6 The Contract Documents form the entire agreement between Owner, Construction Manager and Design-Builder, and by incorporation herein are as fully binding on the Parties as if repeated herein. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Construction Manager under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Construction Manager's Termination for Convenience or Design-Builder's Election to Terminate. If Construction Manager terminates this Agreement for convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

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4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner agrees to pay Design-Builder the additional sum of zero Dollars ($0.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated this Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Construction Manager's Notice to Proceed ("Date of Commencement"), which shall not be earlier than the issuance of the building permit and the Bonds referenced in Section 11.1.3, below, unless the Parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than Three Hundred Five (305) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

[Not Applicable]

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5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. The Parties mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), with extensions of time as provided in the Contract Documents, Design-Builder shall pay Owner One Thousand and no/100 Dollars ($1,000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s). Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be Two Hundred Thousand and no/100 Dollars ($200,000.00).

5.6 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed five (5) cumulative days. Said additional compensation shall be limited to: Actual cost of Design-Builder's General Conditions at the time of the event or events that exceed the five (5) cumulative days beyond the Scheduled Substantial Completion Date.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract. If Owner utilizes the Owner Direct Purchase Program as contemplated by the Parties, and set forth in further detail in Exhibit - A, attached hereto, the Contract Price and subsequent GMP shall be reduced accordingly for those items of equipment or materials purchased by Owner through the ODP Program.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

6.1.2.1 Lump Sum Design and Preconstruction Services in the amount of Eight Hundred Eighty Three Thousand Three Hundred Thirty Eight and no/100 Dollars ($883,338.00).

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6.1.2.2 Lump Sum General Conditions costs, in the amount of Six Hundred Fifty Thousand Six Hundred Seventy Two and no/100 Dollars ($650,672.00). General Conditions costs specifically include Cost of Work items listed in section "Haskell General Conditions" of the GMP Exhibit. All Cost of Work items not listed shall be invoiced separately as part of the GMP

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

Six Hundred Twenty Six Thousand Eight Hundred Fifty Three and no/100 Dollars ($626,853.00), as adjusted in accordance with Section 6.2.2 below.

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Six percent (6%) of the additional Costs of the Work incurred for that Change Order, plus the following markups:

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

No additional reduction to account for Design-Builder's Fee or any other markup.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Construction Manager's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder are included in section "Haskell General Conditions" of the GMP Exhibit.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work; provided, however, that the costs for those employees of Design-Builder are included in section "Haskell General Conditions" of the GMP Exhibit.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices; provided, however, that the costs for those employees of Design-Builder are included in section "Haskell General Conditions" of the GMP Exhibit.

6.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work; provided, however, that these costs are included in section "Haskell General Conditions" of the GMP Exhibit.

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6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work, including but not limited to the following:

Builders Risk insurance - .45% of total contract value
General Liability insurance – 1.2% of total contract value
P&P Bonds - .81% of total contract value
Sub Guard – 1.0% of Subcontract value

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner or Construction Manager and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner or Construction Manager, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

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6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Construction Manager.

6.3.23 The Parties agree that an escrow account in the amount of Twenty Five Thousand and no/100 Dollars ($25,000.00) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Construction Manager have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Construction Manager will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Construction Manager. Construction Manager agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of design, labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

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6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Design-Builder guarantees that it shall not exceed the GMP of Ten Million Four Hundred Forty Seven Thousand Five Hundred Forty Four and no/100 Dollars ($10,447,544.00). Documents used as basis for the GMP shall be identified as an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the Lump sum line items in Section 6.1.2 hereof. Design-Builder has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

6.6.1.2 Contingency The GMP includes a Contingency in the amount of Three Hundred Ninety Nine Thousand Eighty Nine and no/100 Dollars ($399,089.00) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials (excluding those noted in section 6.6.1.3); (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Construction Manager notice of all anticipated charges against the Contingency, and shall provide Construction Manager as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.6.1.3 Escalation. Due to the time lapse of over six months since the preparation of the GMP and the volatile construction materials market, if there is a price escalation following the submission of the GMP for Steel, Copper, Aluminum, Lumber and Asphalt or any manufactured products that contain elements of these materials, ("Materials"), the Design-Builder and Construction Manager agree that any increase in Design-Builder's Material prices (whether through direct purchases or through subcontracts) less than or equal to 2%, shall be applied to the project Contingency and any increase in Design-Builder's Material prices (whether through direct purchases or through subcontracts) greater than 2%, is not contemplated by this contract and Design-Builder

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shall be entitled to an additive change order. In the event of an increase in Design-Builder's Material prices greater than 2%, the following provisions shall apply.

6.6.1.3.1 Design-Builder shall notify Construction Manager of an increase in its Material prices within thirty (30) days after such increase is discovered by Design-Builder. This notice shall include an itemization of what Material prices have increased and a proposal for adjustment to the GMP and schedule. Contractor's proposal shall include supporting documentation explaining the cause, effective date and amount of such increase in each of its Material prices included in the proposal.

6.6.1.3.2 If Design-Builder is delayed due to the unavailability or delay in obtaining materials then the contract shall be equitably adjusted to reflect the additional costs and time resulting therefore, including extended general conditions.

6.6.1.3.3 Promptly after Construction Manager receives Design-Builder's notice and proposal, Construction Manager shall review such proposal and shall respond within thirty (30) days. If Construction Manager accepts Design-Builder's proposal, a change order shall be issued increasing the GMP by the amount requested.

6.6.1.3.4 If, within thirty (30) days of receipt of Design-Builder's proposal, Construction Manager and Design-Builder are unable to agree upon an adjustment in the GMP, then Construction Manager shall issue a change order for the amount that it finds acceptable and the disputed amount shall be resolved in accordance with Section 10.2.3 of the General Conditions of Contract. Design-Builder shall continue performance of its work pending final resolution.

6.6.1.3.5 Material Escalation shall be calculated on a material by material basis using the Producer Price Index from November 2017 as the baseline. By way of example, if the actual cost of Structural Steel Material is $100,000 and according to the Producer Price Index steel costs have risen by 10% since November 2017, the Change Order would be for an 8% increase and the following calculation would apply: $100,000 – ($100,000 / 1.08) = Total Material Value eligible for the Change Order.

6.6.1.3.6 Notwithstanding the foregoing set forth in section 6.6.1.3 titled "Escalation", in the event the Price Escalation for Steel, Copper, Aluminum, Lumber and Asphalt or any manufactured products that contain elements of these materials, ("Materials") exceeds the contingency amount Three Hundred Ninety Nine Thousand Eighty Nine and no/100 Dollars ($399,089.00) as set forth in section 6.6.1.2 herein, in that event Construction Manager, with prior written approval of Owner, shall have the option to elect to reduce the scope of the Project, or to provide additional funding to the Project.

6.6.2 GMP Established after Execution of this Agreement.

6.6.2.1 GMP Proposal. If requested by Construction Manager, Design-Builder shall submit a GMP Proposal to Construction Manager which shall include the following, unless the parties mutually agree otherwise:

6.6.2.1.1 A proposed GMP, which shall be the sum of:

i. Design-Builder's Fee as defined in Section 6.2.1 hereof;

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ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and

iii. If applicable, any prices established under Section 6.1.2 hereof.

6.6.2.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

6.6.2.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

6.6.2.1.4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

6.6.2.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

6.6.2.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

6.6.2.1.9 The time limit for acceptance of the GMP Proposal.

6.6.2.2 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Construction Manager shall meet to discuss and review the GMP Proposal. If Construction Manager has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Construction Manager's notice, make appropriate adjustments to the GMP Proposal.

6.6.2.3 Acceptance of GMP Proposal. If Construction Manager accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.2.4 Failure to Accept the GMP Proposal. If Construction Manager rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Construction Manager and Design-Builder shall meet and confer as to how the Project will proceed, with Construction Manager having the following options:

6.6.2.4.1 Construction Manager may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

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6.6.2.4.2 Construction Manager may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

6.6.2.4.3 Construction Manager may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Construction Manager fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Construction Manager had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Construction Manager notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

6.6.3 Savings.

6.6.3.1 Savings Sharing. If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP (as such GMP may have been adjusted over the course of the Project), the difference ("Savings") shall be shared sixty percent (60%) to Owner (the "Owner's Savings Percentage"), thirty percent (30%) to Design-Builder (the "Design-Builder's Savings Percentage") and ten percent (10%) to Construction Manager (the "Construction Manager's Savings Percentage"). Notwithstanding the foregoing, the portion of the Savings to which Design-Builder is entitled shall in no event exceed 2% of the GMP (as such GMP may have been adjusted over the course of the Project). Owner and Construction Manager shall approve any modification to this Section 6.6.3.

6.6.3.2 Savings Calculation. Design-Builder shall provide Construction Manager as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the project Savings. The Design-Builder, Construction Manager and Owner shall agree each month if a portion of the savings can be distributed at that time to each party as per the shared savings percentages. The Owner and Construction Manager may choose to use their portion of the distributed savings to cover additional costs to the project. Any savings left at the end of the project shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work ("Post-Completion Costs"), such Post-Completion Costs shall be paid in accordance with Sections 6.6.3.2.1, 6.6.3.2.2 and 6.6.3.2.3 below from any amounts distributed to the Owner, Design-Builder and Construction Manager as Savings in accordance with Section 6.6.3.1 above, provided that any such amounts have been so distributed.

6.6.3.2.1 The amount of the payment of such Post-Completion Costs from any such amount distributed to the Owner (the "Owner's Savings Share") shall be the product of the total amount of the Post-Completion Costs multiplied by the Owner's Savings Percentage, but only to the extent such product does not exceed the Owner's Savings Share;

6.6.3.2.2 The amount of the payment of such Post-Completion Costs from any such amount distributed to Design-Builder (the "Design-Builder's Savings Share") shall be the product of the total amount of the Post-Completion Costs multiplied by the Design-Builder's Savings Percentage, but only to the extent such product does not exceed the Design-Builder's Savings Share; and

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6.6.3.2.3 The amount of the payment of such Post-Completion Costs from any such amount distributed to Construction Manager (the "Construction Manager's Savings Share") shall be the product of the total amount of the Post-Completion Costs multiplied by the Construction Manager's Savings Percentage, but only to the extent such product does not exceed the Construction Manager's Savings Share.

6.6.4 Design Assist Subcontractors In establishing the GMP, Design-Builder relied on the assistance of several design-assist Subcontractors to help provide accurate pricing and design information. Design-Builder reserves the right to award a design-assist subcontract to these Subcontractors with the option of converting the subcontract into a lump sum subcontract. The process Design-Builder will follow is below:

6.6.4.1 Design-Builder shall solicit competitive proposals using a Request for Qualification (RFQ) process in which Subcontractors provide their companies qualifications as well as proposed labor rates and project fees. Design-Builder shall base their selection on a scoring system that takes in to account both qualifications and fees.

6.6.4.2 Subcontractor shall agree to the established budget used in the Design-Builder GMP Proposal for their scope of work. Subcontractor shall be responsible for working with the Engineers during the design process to ensure the final cost for the scope of work is less than or equal to this budget.

6.6.4.3 If the final cost of the project is greater than the proposed budget, Design-Builder shall have the option of receiving additional pricing from other Subcontractors and awarding the work to the lowest qualified Subcontractor with a complete scope.

6.6.4.4 Subcontractor shall be required to provide open book estimates, stating their fee and mark-ups, and demonstrate that they received multiple competitive proposals from Subcontractors and Vendors.

6.6.4.5 Subcontractor shall be responsible to participate in the Boynton Beach Building Wealth Program and encouraged to include local subcontractors, vendors and labor in their proposal.

6.6.4.6 Upon Issuance of the Permit Issue Contract Documents, Subcontractor shall provide a final estimate with detailed back-up. Upon approval of this estimate, the design-assist subcontract shall be converted to a lump sum subcontract.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit for Construction Manager's review and approval on the Fifth (5th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by the General Conditions of Contract Section 2.1.4.

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7.1.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Construction Manager is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

7.1.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

7.2 Withholding of Payments; Payment of Undisputed Amounts.

7.2.1 Owner shall tender payment within twenty (20) days after Construction Manager's receipt of each properly submitted and accurate Application for Payment. If Construction Manager determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts to be withheld, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Construction Manager's concerns. Design-Builder and Construction Manager will attempt to resolve Construction Manager's concerns prior to the date a payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under the General Conditions of Contract Section 8.0.

7.2.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by this Agreement.

7.3 Right to Stop Work and Interest. If Owner fails to pay Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to the General Conditions of Contract Section 11.4. All payments due and unpaid to Design-Builder shall bear interest at the currently rate published under section 55.03 of the Florida Statutes from the date payment became due.

7.4 Design-Builder's Payment Obligations

7.4.1 Design-Builder will pay any Subcontractors and Design Consultants, in accordance with applicable law and its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their Work. Design-Builder will impose similar requirements on Subcontractors and Design Consultants to pay those parties with whom they have contracted.

7.4.2 Providing that Owner is not in breach of its contractual obligation to make payments to Design Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Provided Owner has paid all amounts due under the Contract Documents, within ten (10) days of receiving written notice from Construction Manager or Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and charge Design-Builder with any costs and expenses incurred, including attorneys' fees.

7.5 Retainage on Progress Payments.

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7.5.1 Owner will retain ten percent (10%) of the Cost of Work, exclusive of general conditions costs, general requirements costs, insurance costs, bond costs, subguard costs, permit costs, design costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.5.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.5.3 If a warranty reserve has been established pursuant to Section 6.3.23 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 6.3.24 above.

7.6 Final Payment. Design-Builder shall submit its Final Application for Payment to Construction Manager as agent for Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Construction Manager's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.7 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the then current rate of interest established under section 55.03 of the Florida Statutes annually.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Construction Manager and their respective accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Construction Manager and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

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Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Construction Manager may, with prior written approval of Owner, for convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of five percent (5%) on the sum of items 8.1.1 and 8.1.2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Construction Manager terminates this Agreement prior to commencement of construction, Design-Builder shall be paid one percent (1%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.2.2 If Construction Manager terminates this Agreement after commencement of construction, Design-Builder shall be paid two percent (2%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.3 If Construction Manager terminates this Agreement pursuant to Section 8.1 above and Owner proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Andrew Mack
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33425-0310

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9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Andrew Mack
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33425-0310

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Peter Kinsley
Group President
111 Riverside Avenue
Jacksonville, Fl. 32202

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Robert Fernandez
Project Director
111 Riverside Avenue
Jacksonville, FL 32202
(904) 357-4863

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

[Check one box only. If no box is checked, then no bond is required.]

☑ Required ☐ Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

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☑ Required ☐ Not Required

Other Performance Security.

[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]

☐ Required ☑ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.1.1 Assignment. None of the Parties shall without the written consent of the other Parties assign, transfer, or sublet any portion of its obligations under this Agreement; provided, however, that Construction Manager may assign its rights or delegate its obligations, in whole or in part, to Owner, and Design-Builder agrees to provide such consents or approvals as may be necessary in connection with such assignment provided Owner assumes all obligations to Design-Builder under this Agreement.

11.1.2 Contingent Effectiveness. Notwithstanding any provision herein to the contrary, the terms and conditions of the Contract Documents, and the rights and obligations of the parties to the Contract Documents, other than Article 4 and this Section 11.1.2 hereof, shall only become binding and effective upon receipt by the Design-Builder (the "Effective Date") of Construction Manager's written confirmation (the "Confirmation") that Owner has properly approved and earmarked, set aside or otherwise has immediate access to funds in an amount sufficient to pay the full amount of the Contract Price set forth in Article 6 hereof, as determined in Construction Manager's sole discretion.

11.1.3 Compliance with Laws. In performing the Work, Design-Builder shall comply with all applicable local, state and federal laws, including all ordinances of Owner for:

(1) Keeping the job site clean/dust control/street sweeping (Land Development Permit, Part III LDR Chapter 2, Article 3, Section 3 and 4);

(2) Noise/work hours, Monday through Friday, 7:00 a.m. to 6:00 p.m. (Boynton Beach Administrative Amendments to the Florida Building Code 6th Addition (2017) Section 110.9);

(3) Offsite parking for construction workers and equipment/material staging (Land Development Regulations);

(4) Impact of heavy construction equipment to road surfaces, and addressing repairs for any damage (Code of Ordinance, Part II, Chapter 15, Section 15-8) as well as County and State requirements; and

(5) Traffic control during construction – safety and traffic flow (Boynton Beach Administrative Amendments to the Florida Building Code 6th Addition (2017) Section 110.9).

11.2 Governing Law. This Agreement shall be governed by the laws of the State of Florida, without giving effect to any conflict of law principles.

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11.3 Severability. If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

11.4 Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

11.5 Dispute Resolution. Any claims, disputes, or controversies between Owner or Construction Manager as agent for Owner and Design-Builder arising out of or related to this Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in Palm Beach County, Florida.

In executing this Agreement, Owner, Construction Manager and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

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CONSTRUCTION MANAGER:

E2L Real Estate Solutions, LLC

(Signature)

Mark Hefferin
(Printed Name)

President
(Title)

Date: 9/18/18

DESIGN-BUILDER:

The Haskell Company

(Signature)

Peter Kinsley
(Printed Name)

President – Infrastructure and Transportation
(Title)

Date: 9/6/18

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OWNER

City of Boynton Beach, Florida

BY: _____
STEVEN B. GRANT, MAYOR

DATE: 9/18/18

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
James A. Cherof
City Attorney

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

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EXHIBIT A

OWNER DIRECT PURCHASE PROGRAM

The following is the statement of policy governing the Owner Direct Purchase Program (ODPP) for the District Energy System and Underground Utilities Project:

The City of Boynton Beach (OWNER) is tax exempt and may wish to exercise its right to purchase directly various construction materials, suppliers and equipment that may be part of this contract **with value in excess of $50,000.00**. The OWNER will, via its purchase orders, purchase that material and The Haskell Company (DESIGN-BUILDER) shall assist the OWNER in the preparation of purchase orders. The DESIGN-BUILDER will prepare the purchase order on the OWNER's form and make ready for verification and execution by the OWNER. The materials shall be purchased form the vendors/suppliers originally selected by the DESIGN-BUILDER, for the price originally negotiated by the DESIGN-BUILDER. The DESIGN-BUILDER will within ninety (90) calendar days from the date of the Notice to Proceed, prepare a complete list of materials, suppliers and equipment, for vendor purchase of $50,000 or more on the project.

At a time deemed acceptable to the OWNER, the Contract amount shall be reduced by the net, undiscounted amount of the purchase order, plus all sales taxes. Issuance of the purchase orders by the OWNER does not change any of the DESIGN-BUILDER's responsibilities regarding material purchases, or installations, with the exception of the payments for the materials purchased. The DESIGN-BUILDER remains responsible for coordination, correct quantities order, submittals, protection, storage, scheduling, shipping, security, expediting, receiving and unloading, certifying the accuracy of shipping tickets and invoices, installation, cleaning all applicable warranties and that all materials purchase meet the requirements of the CONTRACT DOCUMENTS. The DESIGN-BUILDER shall certify all invoices as accurate and acceptable and forward to the OWNER for payment.

In the event that materials, supplies, or equipment purchase under this option, are defective or rejected for any reason whatsoever, and it becomes necessary in the opinion of the DESIGN-BUILDER to initiate legal action against the responsible party, the OWNER agrees to assign and subordinate to the DESIGN-BUILDER any claims the OWNER has against the responsible party resulting from the purchase order and to execute any legal documents necessary to accomplish the assignment, subordination or subrogation of such claims, and to cooperate with the DESIGN-BUILDER in such legal action.

Listed below is the written procedure for the implementation of the ODP Policy:

1. Provide to OWNER within ninety (90) calendar days from the date of the Notice to Proceed, a Schedule of Values indicating Labor and Material (including sales tax) components for each activity of Work included in DESIGN-BUILDER'S Scope of Work. The Material components shall indicate whether or not the material is intended to be purchased through the ODPP with an ODPO indicator in the description.
    a. Ex. Structural Steel Material (ODPO) $200,000.00

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2. The DESIGN-BUILDER shall then complete a Draft copy of the Owner Direct Purchase Order (ODPO) on the form provided. This Draft shall include the all information necessary to purchase the desired materials including any contractual or payment terms desired by the vendor/supplier and the amount of sales tax associated with the material purchase. An electronic draft of this form will be issued for the DESIGN-BUILDER'S use in preparing the ODPO draft. Completion of the electronic ODOP and email transmission of the electronic version is the preferred method of communication for this process.

3. The DESIGN-BUILDER is responsible for preparing and submitting the ODPO in a timely manner so that Construction Schedule dates are not affected. DESIGN-BUILDER to assume (5) working days for Owner to process and send to the vendor/supplier.

4. The DESIGN-BUILDER will then request a Deductive Change Order from Owner for the amount of the material purchase and associated sales tax.

5. Invoices are to be billed to the Owner at the Owner's mailing address. Owner shall pay DESIGN-BUILDER'S invoice for such ODPP equipment and materials as set forth in the DBIA 530 agreement between the parties.

6. ODPO overage billings must be approved by DESIGN-BUILDER in writing, and subsequent deductive change orders executed, prior to payment of the invoices by the Owner. Underage billings will be handled through the change order process prior to project completion and final billing.

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STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535
Second Edition, 2010
© Design-Build Institute of America
Washington, DC

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Article 1

General

1.1 Mutual Obligations

1.1.1 The Parties commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between the Parties under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum,* the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

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1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Parties* shall mean collectively, Owner, Construction Manager and Design-Builder, and a *Party* shall mean one of the Parties.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Construction Manager and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Construction Manager and shall be

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vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Construction Manager and Design-Builder.

2.1.2 Design-Builder shall provide Construction Manager with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Construction Manager's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Construction Manager information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Construction Manager's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Construction Manager or Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 The Parties shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Construction Manager shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design

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and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Construction Manager shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Construction Manager Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Construction Manager shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Construction Manager prior to commencement of construction.

2.4.3 Construction Manager's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Construction Manager's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Construction Manager.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

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2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Construction Manager may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Construction Manager's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Construction Manager for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Construction Manager and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's or Construction Manager's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health

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and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Construction Manager that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Construction Manager, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's and Construction Manager's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner and Construction Manager shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Construction Manager shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

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3.1.3 Construction Manager shall give Design-Builder timely notice of any Work that Construction Manager notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the

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authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's or Construction Manager's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Construction Manager and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall

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indemnify, defend and hold harmless Owner and Owner's commissioner's, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Construction Manager of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Construction Manager with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Construction Manager. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

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5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

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Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Construction Manager upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Construction Manager's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Construction Manager will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Construction Manager and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Construction Manager's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Construction Manager is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, the specific measures Design-Builder must take to rectify Owner's concerns, and certify for payment all amounts not specifically so withheld from payment. Design-Builder and Construction Manager will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

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6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Construction Manager when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Construction Manager's receipt of Design-Builder's notice, Construction Manager and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Construction Manager shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall

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provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests and for which Owner has tendered payment;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

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7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against

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claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.5.2 If an employee of Owner, Owner's separate contractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Owner's indemnity obligation set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner, Owner's separate contractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner, Construction Manager, or anyone under Owner's or Construction Manager's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by the Parties, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. The Parties shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

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9.1.3 If Construction Manager requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Construction Manager directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Construction Manager and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Construction Manager, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Construction Manager;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Construction Manager issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Construction Manager and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Construction Manager with a good faith estimate of the costs to perform the disputed services in accordance with Construction Manager's interpretations. If the parties are unable to

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agree and Construction Manager expects Design-Builder to perform the services in accordance with Construction Manager's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Construction Manager issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Construction Manager's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Construction Manager's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Parties each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 The Parties will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Parties mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior

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Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Parties and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Dispute Resolution.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by litigation in a State court of competent jurisdiction in Palm Beach County, Florida, unless the parties mutually agree otherwise.

10.3.2 The Parties expressly agree that any litigation pursuant to this Section 10.3 may be joined or consolidated with any litigation involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.3 The prevailing party in any law suit, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. Including all appeals and administrative proceedings.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be

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consequential.

10.5.3 Limitation of Liability. Design-Builder's maximum aggregate liability under the Contract Documents from any and all causes shall in no case exceed ten percent (10%) of the Contract Price (as the same may be adjusted in accordance with the Contract Documents).

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Construction Manager may, with Owner's prior approval, without cause and for Owner's convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Construction Manager.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, or (v) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Construction Manager may, with Owner's prior approval, provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Construction Manager may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Construction Manager may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Construction Manager may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any qualified person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses,

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incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Construction Manager improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment within the times provided in the Contract Documents.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Construction Manager with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Construction Manager's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to an equitable adjustment in the Contract Price and Contract Time(s) to the extent they have been impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Construction Manager under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Construction Manager's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Construction Manager has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Construction Manager that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Construction Manager's receipt of such notice. If Construction Manager fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Construction Manager of its intent to terminate within an additional seven (7) day period. If Construction Manager, within such second seven (7) day period, fails to cure, or reasonably commence to

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cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Construction Manager of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Construction Manager had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The Parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among the Parties and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 The Parties shall agree upon the software and the format for the transmission of Electronic Data. Each Party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 No Party makes any representations or warranties to the other Parties with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

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12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The Parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the Parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 No Party shall, without the written consent of the other Parties assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

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13.3 Successorship.

13.3.1 The Parties intend that the provisions of the Contract Documents are binding upon the Parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of Florida, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of a Party to insist, in any one or more instances, on the performance of any of the obligations required by another Party under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to another Party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

13.10 Counterparts.

13.10.1 This Agreement may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Faxed or otherwise electronically delivered copies will be treated as originals; however, this Agreement will only be binding when it has been executed by each Party.

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FIRST AMENDMENT
TO
TOWN SQUARE REDEVELOPMENT PHASE 2 SERVICES AGREEMENT

THIS FIRST AMENDMENT TO TOWN SQUARE REDEVELOPMENT PHASE 2 SERVICES AGREEMENT (this "**Amendment**") is made as of the 30th day of July, 2018, by and between E2L REAL ESTATE SOLUTIONS, LLC, a Delaware limited liability company (the "**Company**"), and CITY OF BOYNTON BEACH, FLORIDA, a municipality of the State of Florida ("**City**").

WITNESSETH:

WHEREAS, the Company and City entered into that certain Town Square Redevelopment Phase 2 Services Agreement (the "**Agreement**") effective March 23, 2018 for the redevelopment and improvement of the Boynton Beach Town Square; and

WHEREAS, the Company and City agree to amend the Agreement to end the Company's role as master developer for the Municipal Improvements when CFP Boynton Beach Town Square, LLC ("**CFP**"), a Florida limited liability company closes on the Permanent Financing and the notices to proceed are delivered for the Construction Contracts with respect to the Municipal Improvements; and

WHEREAS, the Company and CFP will enter into Development Agreements upon the closing of the Permanent Financing by CFP for the Municipal Improvements, whereby the Company will manage and oversee the Municipal Improvements under these Development Agreements; and

WHEREAS, the Company will continue its role as master developer under the Agreement for the High School Improvements, the DEP Improvements, and the construction of underground utility systems for the Project, as more specifically described on **Exhibit A** to this Amendment; and

WHEREAS, pursuant to Section 13.8 of the Agreement, no amendment of or modification to the Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to the Agreement; and

WHEREAS, capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The third Whereas clause of the Agreement is hereby deleted in its entirety and replaced with the following:

   "**WHEREAS,** part of the public improvements in the Project include renovations and improvements to a historic High School Building located on East Ocean Avenue east of Seacrest Boulevard in the City (the "**High School Improvements**"), the construction of a district energy plant (the "**DEP Improvements**") and the construction of underground utility systems for the Project (the "**Utility Improvements,**") and together with the High School Improvements and the DEP Improvements, known as the "**Public Improvements**") all as more specifically described on **Exhibit A**, which is attached hereto and incorporated herein by reference; and"

2. The ninth Whereas clause of the Agreement is hereby deleted in its entirety and replaced with the following:

"**WHEREAS**, the Public Improvements and the Municipal Improvements are collectively referred to herein as the "**Improvements;**" and"

3. Section 3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"**Section 3.2. Phase 2 Services**. The Phase 2 Services to be performed hereunder will be rendered and paid for as provided herein. The execution of this Agreement constitutes the City's authorization for the Company to perform the Phase 2 Services. The Company is not authorized to proceed with any additional services or work unless and until it receives a written notice to proceed from the City. The Phase 2 Services include development, oversight and management, for the benefit and on behalf of the City, of the services required by the Design-Build Contracts, including the following:

(a) Consult with the City and act as the City's development partner and the Project's master developer during design and/or construction phases of the Improvements; provided, however, the Company's role as master developer in connection with the Municipal Improvements shall end at such time as Permanent Financing is issued and the notices to proceed are delivered for the Construction Contracts with respect to the Municipal Improvements;

(b) Review submittals prepared by or for Design-Builders including drawings, specifications, shop drawings and samples and other submittals required by the Construction Contracts for acceptability and conformance with the Construction Contracts for the Public Improvements (the "**Public Improvements Contracts**");

(c) Visit the Public Improvements' sites during construction for general inspection and observation, meetings with the parties, and to determine in general if the work is proceeding in accordance with the Public Improvements Contracts;

(d) Review and approve requests for payment pursuant to the Public Improvements Contracts;

(e) Accompany the City with pre-occupancy and/or final inspections of the completed work; and

(f) Contract as master developer of the Project with the Design-Builders responsible for the design and construction of the Public Improvements; provided, however, that the Design Build Contract for the High School Improvements shall only include the remaining work required to complete the High School Improvements as provided in the GMP therefor."

4. Section 3.3 of the Agreement is hereby amended by inserting at the end of such Section the following:

"(e) Payments to Design-Builders. The City acknowledges and agrees that, notwithstanding anything to the contrary set forth in this Agreement, it is solely responsible and liable for the payment of any and all amounts due and payable to any Design-Builder or others in connection with, and pursuant to the terms and conditions of, any such Public Improvements Contracts. The City hereby agrees to make each such payment in accordance with the Public Improvements Contracts, without delay.

5. Article IV of the Agreement is hereby amended by inserting at the end of such Article the following:

"**Section 4.2. Termination of Certain Company Services.** The Company's duties and responsibilities under this Agreement with respect to the Municipal Improvements (other than the joint use public private parking garage described in the definition of the Municipal Improvements) shall be completed and shall terminate upon the issuance of the Permanent Financing and the delivery of the notices to proceed for the Construction Contracts with respect to the Municipal Improvements."

6. Section 6.3 of the Agreement is hereby amended by:

(a) deleting the word "or" at the end of subsection (c);

(b) deleting the period at the end of subsection (d) and substituting "; or" therefor;

(c) inserting at the end of subsection (d) the following new subsection (e):

"(e) nonpayment by the City of any amount due and payable to Design-Builders and others pursuant to the terms and conditions of the Public Improvements Contracts."

7. Exhibit C of the Agreement is hereby deleted in its entirety and replaced with the schedule of Phase 2 Interim and Final Development Costs attached as **Exhibit B** to this Amendment.

8. Except as expressly amended hereby, the terms and conditions of the Agreement are hereby ratified and confirmed, and shall continue in full force and effect. In the event of any conflict or inconsistency between the terms set forth herein and the terms of the Contract, the terms contained in this First Amendment shall govern and control. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party. Each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

9. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically via email shall be effective as delivery of an original executed counterpart of this Amendment.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGE(S))

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above.

Company:

E2L REAL ESTATE SOLUTIONS, LLC,
a Delaware limited liability company

By: _____
Mark Hefferin, Manager

Date of execution: 8/3/18

CITY:

CITY OF BOYNTON BEACH, FLORIDA, a municipality of the State of Florida

By: _____
Name: Steven B. Grant
Title: Mayor

Attest: _____
By:
CITY CLERK

Date of execution: 8/6/2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
City Attorney

EXHIBIT A

UNDERGROUND UTILITY SYSTEMS FOR THE PROJECT

BOYNTON BEACH TOWN SQUARE REDEVELOPMENT

Central Energy Plant and Site Utilities

GMP Exhibit

MAY 29, 2018

E2L REAL ESTATE SOLUTIONS, LLC

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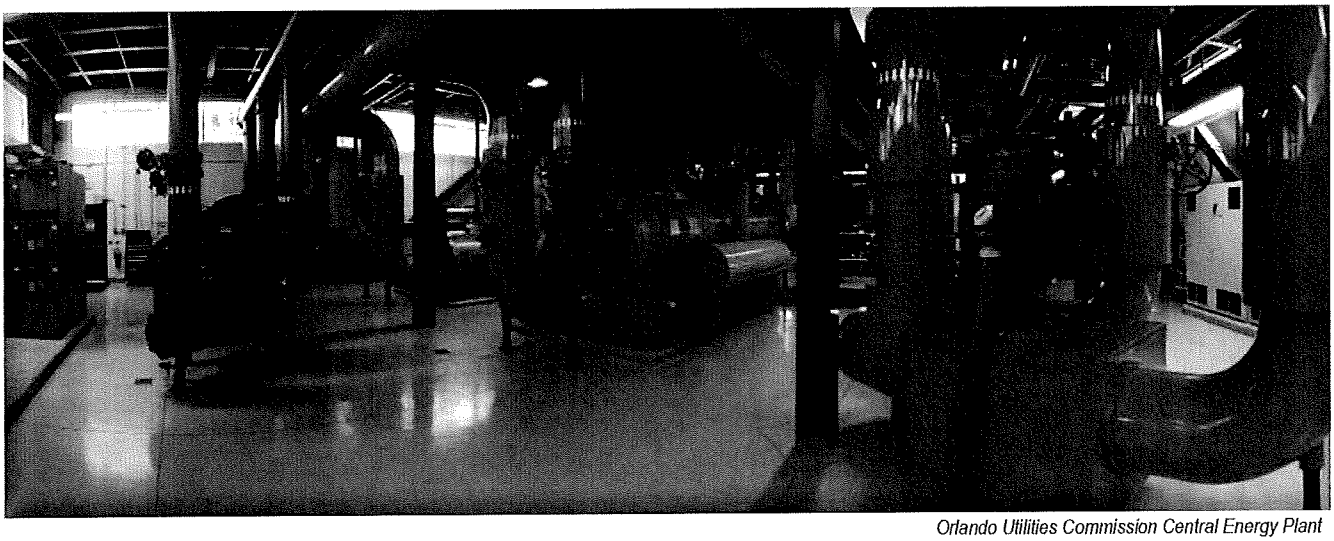
GMP Summary

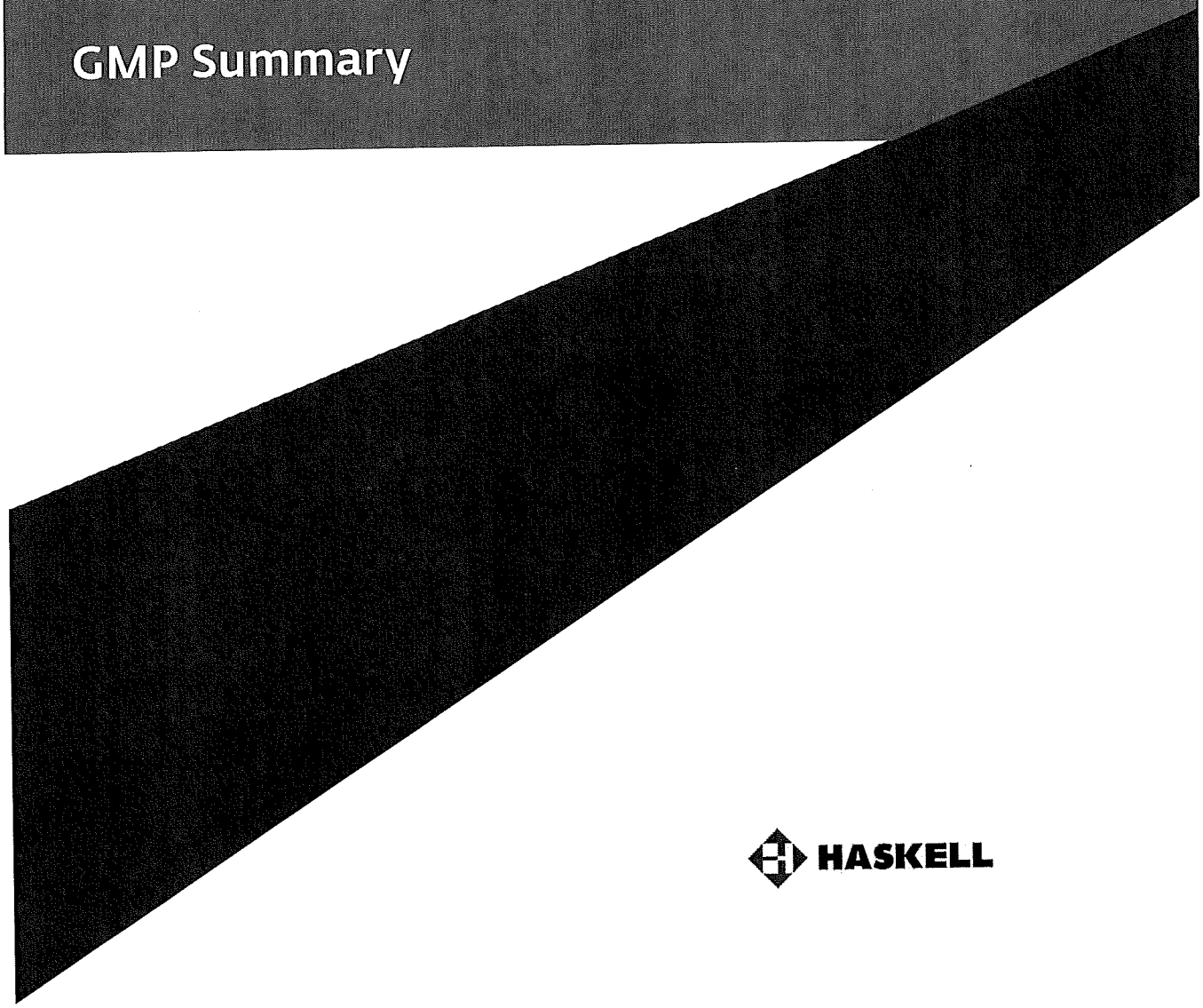
Central Energy Plant GMP

Site Water and Sanitary Utilities GMP



Orlando Utilities Commission Central Energy Plant

GMP Summary



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GMP Summary

BOYNTON BEACH CEP AND SITE UTILITIES
Boynton Beach, Florida

5/29/2018

OVERALL GMP

CENTRAL ENERGY PLANT GMP	$	10,447,544
SITE WATER AND SANITARY UTILITIES GMP	$	3,073,572
TOTAL CEP AND SITE UTILITIES GMP	**$**	**13,521,116**

Design-Builder's Fee

CENTRAL ENERGY PLANT GMP	$	626,853
SITE WATER AND SANITARY UTILITIES GMP	$	184,414
TOTAL FEE CEP AND SITE UTILITIES	**$**	**811,267**

Phase 1 & 2 Design

CENTRAL ENERGY PLANT PHASE 1 DESIGN	$	360,960
CENTRAL ENERGY PLANT PHASE 2 DESIGN	$	522,378
SITE WATER AND SANITARY UTILITIES PHASE 1 DESIGN	$	-
SITE WATER AND SANITARY UTILITIES PHASE 2 DESIGN	$	-
TOTAL DESIGN CEP AND SITE UTILITIES	**$**	**883,338**

Phase 2 General Conditions

CENTRAL ENERGY PLANT GMP	$	650,672
SITE WATER AND SANITARY UTILITIES GMP	$	191,422
TOTAL GENERAL CONDITIONS CEP AND SITE UTILITIES	**$**	**842,094**

GMP Contingency

CENTRAL ENERGY PLANT GMP	$	399,089
SITE WATER AND SANITARY UTILITIES GMP	$	130,942
TOTAL CONTINGENCY CEP AND SITE UTILITIES	**$**	**530,031**

Central Energy Plant GMP

Central Energy Plant GMP

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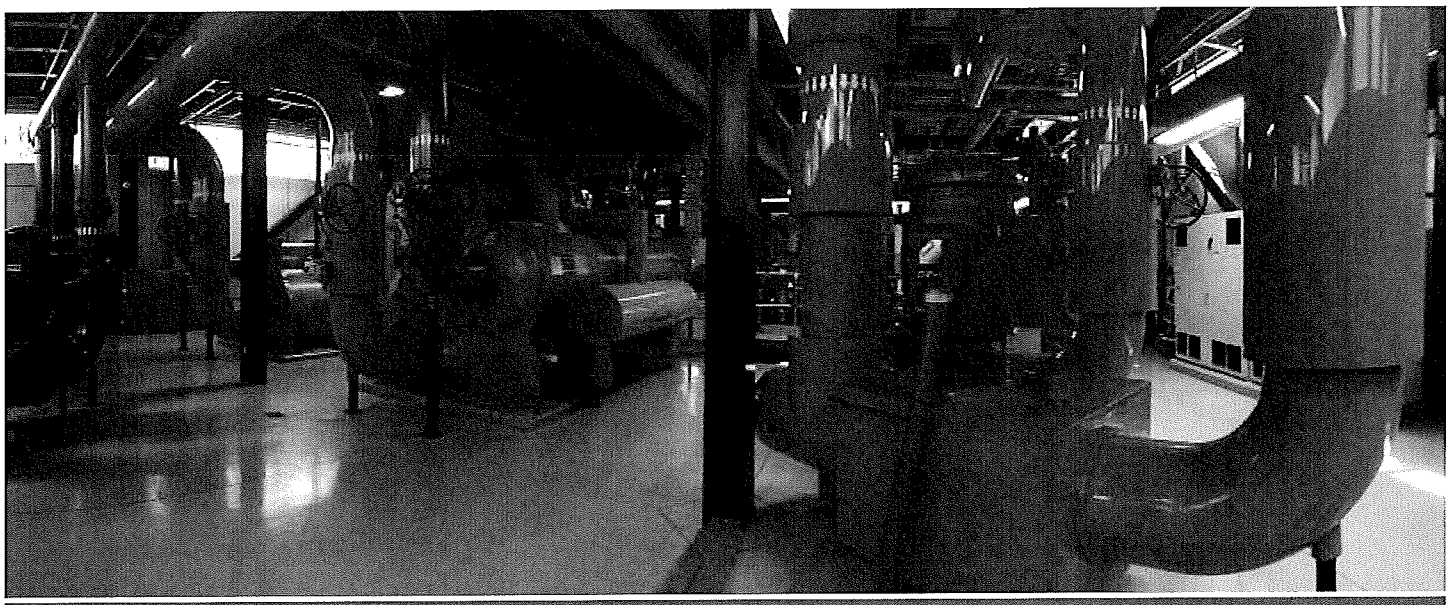

BOYNTON BEACH TOWN SQUARE REDEVELOPMENT

Central Energy Plant

Design-Build Phase II Proposal

MAY 29, 2018

E2L REAL ESTATE SOLUTIONS, LLC

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Robert Fernandez | Director of Project Development
111 Riverside Avenue
Jacksonville, FL 32202
Off: 904.791.4686
robert.fernandez@haskell.com

May 29,2018

Mark Hefferin, President
E2L Real Estate Solutions, LLC
1400 W. Fairbanks Ave. Ste. 201
Winter Park, Florida 32789

Re: Boynton Beach Town Square Redevelopment
District Energy Services Facility
Design-Build Phase II Proposal

Dear Mark:

The Haskell Company (Haskell) appreciates the opportunity to submit the enclosed design-build proposal for Boynton Beach Town Square Redevelopment District Energy Services facility on the Fire Station site. We hope that upon review of our GMP submission you will agree that Haskell has provided a Phase II design-build proposal that will meet or exceed your project goals. Haskell and each member of our design team have worked diligently to develop a proposal that meets the budget and the operational needs of the Town Square Redevelopment project.

Design-build delivery, particularly for a fast-track project as unique as this proposed Central Energy Plant, requires a disciplined, integrated approach and careful risk mitigation planning in order to deliver a facility within your project budget and expected time frame. We are culturally driven to provide high-value solutions and operational excellence, carefully developed and delivered in a flexible and responsive manner.

Haskell and its design team members are very confident in our ability to successfully execute this highly important work in a manner which meets and exceeds all of your goals and objectives. We look forward to continuing the design-build process with you and the City of Boynton Beach.

Robert Fernandez
Director of Project Development |
Municipal and Education Division
111 Riverside Avenue
Jacksonville, FL 32202
904.791.4686
robert.fernandez@haskell.com

WE MAKE IT CERTAIN

Certainty of Outcome

Our design-build team leverages experience to deliver project certainty. The team brings a unique ability to collaborate and provide innovative design and engineering solutions that balance the aesthetics of a facility with the operational and technical requirements of the facility's functions. Through effective partnering, we have laid the foundation of a team with capabilities to successfully manage and control the critical elements of aesthetics, functionality, safety, cost, quality and schedule.

Design-Build Partners

HASKELL
Baker Barrios
Kimley»Horn
LEBOLO
SWC

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2. *Haskell General Conditions*
3. *Haskell Staffing Plan*

Clarifications

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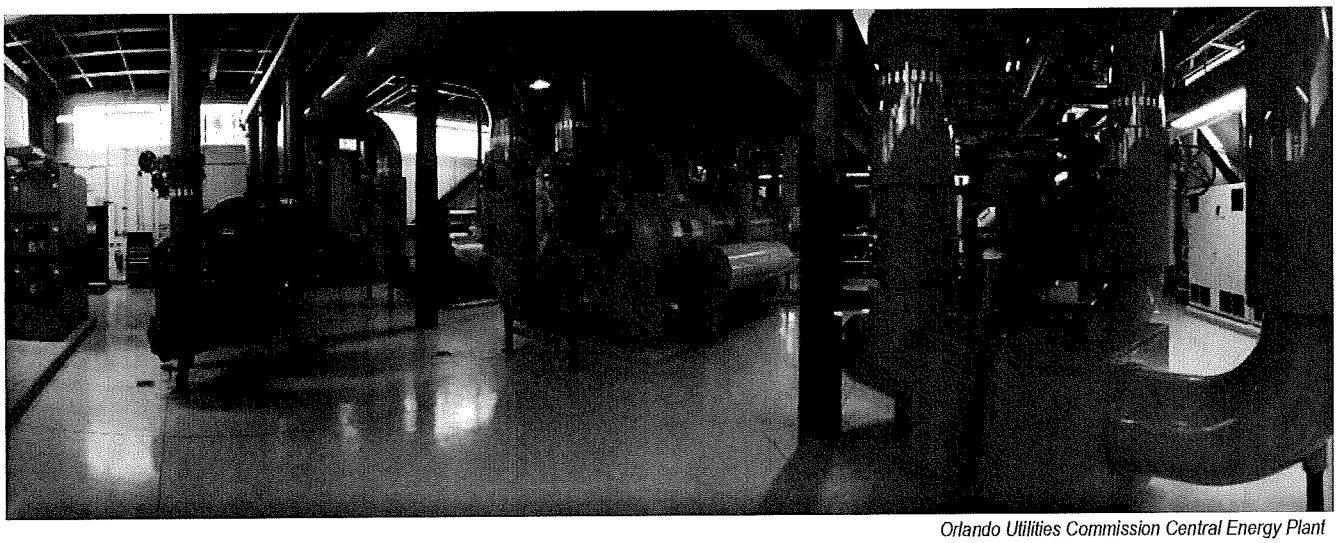
2. *CEP Architectural Drawings*
3. *CEP MEP Process Drawings*

Project Schedule



Orlando Utilities Commission Central Energy Plant

Estimate Summary

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		TOTAL BASE BID	$ 10,447,544		5,640 SF		
Estimate #:	44001990						
Job Name:	BOYNTON CEP						
Date:	5/29/2018						
Scope	Description	11/03/18 Estimate	Current Estimate	Adjustment	Subcontractor	%	$/UM
						0.0%	$ -
0.0	PROPOSAL COSTS	$ -	$ -	$ -		0.0%	$ -
						0.0%	$ -
0.01	ALLOWANCES	$ -	$ -	$ -		0.0%	$ -
0.01A	TEMP. CHILLER FOR HIGHSCHOOL	$ 200,000	$ 200,000	$ -		1.9%	$ 35.46
0.01B	GENERATOR ALLOWANCE	$ -	$ 350,000	$ 350,000		3.4%	$ 62.06
0.01	LOUVERS	$ 484,000	$ 145,525	$ (338,475)		1.4%	$ 25.80
						0.0%	$ -
0.02	UNIT PRICES	$ -	$ -	$ -		0.0%	$ -
						0.0%	$ -
0.1	DESIGN	$ -	$ -	$ -		0.0%	$ -
0.11	TRAVEL DURING DESIGN	$ -	$ -	$ -		0.0%	$ -
0.12	A/E DRAWINGS DURING DESIGN	$ -	$ -	$ -		0.0%	$ -
0.13	TOPO SURVEY	$ -	$ -	$ -		0.0%	$ -
0.14	GEOTECH REPORT	$ -	$ -	$ -		0.0%	$ -
PHASE 1:							
						0.0%	$ -
01	GENERAL CONDITIONS	$ 650,672	$ 650,672	$ -		6.2%	$ 115.37
01.8	GENERAL REQUIREMENTS	$ -	$ -	$ -		0.0%	$ -
						0.0%	$ -
02 B	EARTHWORK	$ 35,304	$ 35,304	$ -		0.3%	$ 6.26
02 C	PRE-INSULATED CHILLEDWATER F	$ 1,300,000	$ 1,325,000	$ 25,000	SMC	12.7%	$ 234.93
02 D	SITE IMPROVEMENTS	$ -	$ -			0.0%	$ -
03 A	FOUNDATIONS	$ 31,566	$ 40,000	$ 8,434	D/B by HJ High	0.4%	$ 7.09
03 B	SLAB ON GRADE	$ 24,856	$ 38,900	$ 14,044	D/B by HJ High	0.4%	$ 6.90
03 C	ELEVATED SLABS	$ 63,034	$ 49,797	$ (13,237)	D/B by HJ High	0.5%	$ 8.83
03 D	EQUIP PAD / CURB / PIPE SUPPT C	$ 12,496	$ 12,496	$ -	D/B by HJ High	0.1%	$ 2.22
03 E	TILT-UP CONCRETE PANELS	$ 335,331	$ 239,395	$ (95,936)	D/B by HJ High	2.3%	$ 42.45
04 A	MASONRY - PARTITIONS	$ -	$ -	$ -	D/B by HJ High	0.0%	$ -
05 A	STRUCTURAL STEEL - LBS	$ 318,329	$ 283,695	$ (34,634)	D/B by HJ High	2.7%	$ 50.30
05 B	MISC METALS	$ 38,832	$ 10,818	$ (28,014)		0.1%	$ 1.92
07 A	ROOFING & ACCESSORIES	$ 59,625	$ 93,270			0.9%	$ 16.54
07 C	CAULKING	$ 2,833	$ 2,493	$ (340)		0.0%	$ 0.44
08 A	DOORS	$ 15,082	$ 9,803	$ (5,279)		0.1%	$ 1.74
08 B	SPECIAL DOORS	$ 37,500	$ 37,500	$ -		0.4%	$ 6.65
08 B	ARCHITECTURAL FINISHES	$ -	$ 30,000	$ 30,000		0.3%	$ 5.32
09 A	INTERIOR DRYWALL PARTITIONS	$ 7,707	$ 7,707	$ -		0.1%	$ 1.37
09 B	CEILINGS	$ 1,951	$ 1,951	$ -		0.0%	$ 0.35
09 C	PAINTING	$ 80,045	$ 70,508	$ (9,537)		0.7%	$ 12.50
15 G	PLUMBING	$ 40,000	$ 40,000	$ -		0.4%	$ 7.09
15 H	FIRE PROTECTION	$ 17,620	$ 17,620	$ -		0.2%	$ 3.12
15 I	HVAC	$ 3,650,000	$ 3,650,000	$ -	SMC	34.9%	$ 647.16
16 A	ELECTRICAL	$ 575,000	$ 575,000	$ -	Hypower	5.5%	$ 101.95
16 B	TELEPHONE / DATA / CATV	$ -	$ 15,000	$ 15,000		0.1%	$ 2.66
						0.0%	$ -
	Sub Total	$ 7,981,782	$ 7,932,454	$ (82,973)		75.9%	
	Contingency	5.00%	$ 399,089			3.8%	$ 70.76
	Design Fee	7.50%	$ 522,378			5.0%	$ 92.62
	Builder's Risk Insurance	0.45%	$ 47,014			0.5%	$ 8.34
	General Liability Insurance	1.20%	$ 125,371			1.2%	$ 22.23
	Owner's Protective Insurance	0.00%	$ -			0.0%	$ -
	Gross Receipt's Tax	0.00%	$ -			0.0%	$ -
	P & P Bond	0.81%	$ 84,886			0.8%	$ 15.05
	Subguard 1%	1.00%	$ 77,853.5			0.7%	$ 13.80
	Art Fee	1.00%	$ 104,475			1.0%	$ 18.52
	Building Permit Fees		$ 166,211.00			1.6%	$ 29.47
	Building Impact Fees	By Owner	$ -				
						0.0%	$ -
	Sub Total		$ 9,459,731			90.5%	
	OH & P	6.00%	$ 626,853			6.0%	$ 111.14
	PHASE 1 Contract		$ 360,960			3.5%	$ 64.00
		BID DAY ADJ	$ -			0.0%	$ -
		TOTAL BASE BID	$ 10,447,544			100.0%	$ 1,852.40

Estimate Detail

Estimate Detail

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Item Code	Description	Quantity	UM	Crew	MH Unit	Total Hours	Labor Unit	Labor Total	Matl Unit	Matl Total	Equip Unit	Equip Total	Sub Unit	Sub Total	Total UnitCost	Total Cost
CENTRAL ENERGY PLANT																
ALLOWANCES																
0000.010	TEMPORARY CHILLER FOR HIGH SCH	1.00	LS										200,000.00	200,000	200,000.00	200,000
	**** Total ALLOWANCES**	**1.00**	**LS**										**200,000.00**	**200,000**	**200,000.00**	**200,000**
EARTHWORK																
2330.294	VIRBO-COMPACTION SUBGRADE (CE	1.00	LS										25,000.00	25,000	25,000.00	25,000
2340.320	SAND STRUCT FILL - MAT'L (CEP)	300.00	CY						32.10	9,630					34.35	10,304
	**** Total EARTHWORK**	**1.00**	**LS**						**9,630.00**	**9,630**			**25,000.00**	**25,000**	**35,304.10**	**35,304**
PRE-INSULATED CHILLEDWATER PIPE																
2610.005	3" PRE-INSULATED CHILLER PIPE - TR	90.00	LF	0276	0.985	89	25.34	2,281	5.91	532	11.03	993			55.36	4,983
2610.010	6" PRE-INSULATED CHILLER PIPE - TR	304.00	LF	0271	1.970	599	50.68	15,406	11.82	3,593	28.36	8,622			117.03	35,576
2610.015	8" PRE-INSULATED CHILLER PIPE - TR	570.00	LF	0271	1.970	1,123	50.68	28,887	11.82	6,736	28.36	16,167			117.03	66,705
2610.020	10" PRE-INSULATED CHILLER PIPE - T	180.00	LF	0271	1.970	355	50.68	9,122	11.82	2,127	28.36	5,105			117.03	21,065
2610.025	12" PRE-INSULATED CHILLER PIPE - T	1,273.00	LF	0271	1.970	2,507	50.68	64,515	11.82	15,044	28.36	36,106			117.03	148,976
2610.026	3" PRE-INSULATED CHILLED WATER P	180.00	LF						61.55	11,079					65.86	11,855
2610.028	6" PRE-INSULATED CHILLED WATER P	608.00	LF						110.79	67,362					118.55	72,078
2610.030	8" PRE-INSULATED CHILLED WATER P	1,140.00	LF						153.88	175,423					164.65	187,702
2610.032	10" PRE-INSULATED CHILLED WATER	360.00	LF						184.66	66,476					197.58	71,129
2610.034	12" PRE-INSULATED CHILLED WATER	2,546.00	LF						246.21	626,844					263.44	670,723
2625.010	SAND BEDDING MAT'L	391.20	CY						19.70	7,705					21.08	8,245
2625.045	ON-SITE BACKFILL MAT'L	1,132.71	CY										3.69	963	3.69	963
2628.006	TRUCK EXCESS EXCAVATION	260.80	CY													
	**** Total PRE-INSULATED CHILLEDWATER P**	**2,417.00**	**LF**		**1.933**	**4,672**	**49.74**	**120,211**	**406.67**	**982,922**	**27.72**	**66,994**	**0.40**	**963**	**537.86**	**1,300,000**
FOUNDATIONS																
2330.205	STRUCTURE EXCAVATION & BACKFIL	128.00	CY										12.00	1,536	material escalation	1,536 1,325,000
3050.200	PROTECT & CURE	2,457.00	SF	0223	0.002	5	0.05	126	0.02	49					0.10	242
3100.015	CONTINUOUS FOOTING FORM	873.00	SF	0305	0.155	136	3.60	3,139							5.39	4,709
3100.020	ISOLATED FOOTING FORM	360.00	SF	0305	0.166	60	3.85	1,387							5.78	2,081
3100.050	FOOTING BULKHEAD	27.00	SF	0305	0.333	9	7.71	208							11.56	312
3105.290	STRIP FORMS	1,260.00	SF	0325	0.055	70	1.28	1,618							1.93	2,428
3180.010	FOOTING / PILE CAP / GRADE BEAM F	1,233.00	SF						0.65	801					0.70	858
3180.060	MISC. FORM MAT'L	27.00	SF						2.35	63					2.51	68
3180.200	FORMING ACCESSORIES	1,260.00	SF						0.10	126					0.11	135
3200.015	REBAR - FOOTINGS	7,204.60	LB						0.60	4,323			0.19	1,369	0.83	5,994
3250.200	2X4 KEYWAY	320.10	LF	0305	0.061	20	1.41	452	0.30	96					2.44	781
3250.520	SET ANCHOR BOLTS	16.00	EA	0305	0.555	9	12.84	205							19.26	308
3250.525	GROUT COL. BASE PLATES	4.00	EA	0310	1.110	4	25.70	103	6.00	24					44.97	180
3300.010	FOOTING CONCRETE	86.15	CY	0320	0.555	48	12.84	1,106							19.26	1,659
3300.130	4000# CONCRETE	86.15	CY						104.00	8,959					111.28	9,587
3300.200	CONCRETE PUMPING	86.15	CY										8.00	689	8.00	689
	**** Total FOUNDATIONS**	**86.15**	**CY**		**4.185**	**361**	**96.88**	**8,346**	**167.64**	**14,442**			**41.72**	**3,594**	**366.42**	**31,566**
SLAB ON GRADE																
3050.015	TROWEL FINISH	3,524.00	SF	0310	0.013	47	0.31	1,088							0.46	1,632

additional footings 40,000

Item Code	Description	Quantity	UM	Crew	MH Unit	Total Hours	Labor Unit	Labor Total	Matl Unit	Matl Total	Equip Unit	Equip Total	Sub Unit	Sub Total	Total UnitCost	Total Cost	
3050.200	PROTECT & CURE	3,722.99	SF	0223	0.002	8	0.05	191	0.02	74					0.10	367	
3050.450	SAW CUT JOINT	212.00	LF	0215	0.059	13	1.42	300	0.25	53	0.10	21			2.49	528	
3050.451	CONSTRUCTION JOINT PREPARATIO	28.14	SF	0223	0.044	1	1.03	29							1.54	43	
3100.003	SLAB ON GRADE FORMS < 12"	170.85	SF	0305	0.277	47	6.42	1,097							9.63	1,646	
3100.030	SLAB BULKHEAD FORMS	28.14	SF	0305	0.333	9	7.71	217							11.56	325	
3105.290	STRIP FORMS	198.99	SF	0325	0.055	11	1.28	256							1.93	383	
3180.060	MISC. FORM MAT'L	198.99	SF						2.35	468					2.51	500	
3180.200	FORMING ACCESSORIES	198.99	SF						0.10	20					0.11	21	
3200.020	REBAR - SLABS ON GRADE	4,818.74	LB						0.60	2,891			0.19	916	0.83	4,009	
3250.100	6" PVC WATERSTOP	46.20	LF	0305	0.072	3	1.67	77	1.25	58					3.84	178	
3250.200	2X4 KEYWAY	46.20	LF	0305	0.061	3	1.41	65	0.30	14					2.44	113	
3250.298	1/4" EXP JOINT FILLER	30.95	SF	0305	0.067	2	1.54	48	0.75	23					3.11	96	
3250.450	VAPOR BARRIER	4,156.90	SF	0223	0.002	9	0.05	214	0.02	83					0.10	409	
3300.006	SLAB ON GRADE CONCRETE	97.30	CY	0315	0.888	86	20.55	1,999							30.82	2,999	
3300.130	4000# CONCRETE	97.30	CY						104.00	10,119					111.28	10,828	
3300.200	CONCRETE PUMPING	97.30	CY										8.00	778	8.00	778	
	**** Total SLAB ON GRADE**	**97.30**	**CY**		**2.474**	**241**	**57.36**	**5,581**	**141.86**	**13,804**	**0.22**	**21**	**17.41**	**1,694**	**255.46**	**24,856**	
	ELEVATED SLABS														increase 50%		38,900
3050.015	TROWEL FINISH	7,224.00	SF	0310	0.013	96	0.31	2,230							0.46	3,345	
3050.200	PROTECT & CURE	7,224.00	SF	0223	0.002	16	0.05	371	0.02	144					0.10	712	
3200.036	REBAR - SLABS ON METAL DECK	3,519.96	LB						0.60	2,112			0.19	669	0.83	2,929	
3300.033	SLAB ON METAL DECK CONCRETE	142.15	CY	0315	0.999	142	23.12	3,286							34.67	4,929	
3300.130	4000# CONCRETE	142.15	CY						116.82	16,607					125.00	17,769	
3300.170	FIBER MESH REINFORCEMENT	135.38	CY						8.00	1,083					8.56	1,159	
3300.200	CONCRETE PUMPING	142.15	CY										8.00	1,137	8.00	1,137	
5300.800	NELSON STUDS (SHEAR STUDS)	4,000.00	EA										4.00	16,000	4.00	16,000	
5310.205	2" X 20 GA GALV METAL DECK	7,946.40	SF						1.35	10,728			0.45	3,576	1.89	15,054	
	**** Total ELEVATED SLABS**	**142.15**	**CY**		**1.789**	**254**	**41.42**	**5,887**	**215.78**	**30,674**			**150.42**	**21,382**	**443.42**	**63,034**	
	EQUIP PAD / CURB / PIPE SUPPT CONCRETE																
3050.015	TROWEL FINISH	902.80	SF	0310	0.013	12	0.31	279							decrease 21% 0.46	418	49,797
3050.110	SACK RUBBING	190.68	SF	0310	0.061	12	1.41	269	0.05	10					2.17	414	
3050.200	PROTECT & CURE	1,093.48	SF	0223	0.002	2	0.05	56	0.02	22					0.10	108	
3050.451	CONSTRUCTION JOINT PREPARATIO	902.80	SF	0223	0.044	40	1.03	928							1.54	1,392	
3105.210	EQUIPMENT PAD FORMS	190.68	SF	0305	0.444	85	10.28	1,959							15.41	2,939	
3105.290	STRIP FORMS	190.68	SF	0325	0.055	11	1.28	245							1.93	367	
3180.060	MISC. FORM MAT'L	190.68	SF						2.35	448					2.51	479	
3180.200	FORMING ACCESSORIES	190.68	SF						0.10	19					0.11	20	
3200.040	REBAR - EQUIPMENT PADS	869.36	LB						0.60	522			0.19	165	0.83	723	
3250.522	SET ANCHOR BOLTS @ EQ PAD	80.00	EA	0305	0.666	53	15.41	1,233							23.12	1,850	
3300.050	EQUIPMENT PAD CONCRETE	17.55	CY	0320	2.773	49	64.20	1,127							96.30	1,691	
3300.130	4000# CONCRETE	17.55	CY						104.00	1,826					111.28	1,953	
3300.200	CONCRETE PUMPING	17.55	CY										8.00	140	8.00	140	
	**** Total EQUIP PAD / CURB / PIPE SUPPT CO**	**17.55**	**CY**		**15.001**	**263**	**347.30**	**6,097**	**162.12**	**2,846**			**17.41**	**306**	**711.83**	**12,496**	
	TILT-UP CONCRETE PANELS																

Item Code	Description	Quantity	UM	Crew	MH Unit	Total Hours	Labor Unit	Labor Total	Matl Unit	Matl Total	Equip Unit	Equip Total	Sub Unit	Sub Total	Total UnitCost	Total Cost	
3050.015	TROWEL FINISH	14,000.00	SF	0310	0.013	187	0.31	4,322							0.46	6,483	
3050.200	PROTECT & CURE	14,155.00	SF	0223	0.002	31	0.05	728	0.02	283					0.10	1,394	
3100.003	SLAB ON GRADE FORMS < 12"	155.00	SF	0305	0.277	43	6.42	995							9.63	1,493	
3105.290	STRIP FORMS	155.00	SF	0325	0.055	9	1.28	199							1.93	299	
3180.060	MISC. FORM MAT'L	155.00	SF						2.35	364					2.51	390	
3180.200	FORMING ACCESSORIES	155.00	SF						0.10	16					0.11	17	
3250.450	VAPOR BARRIER	16,082.00	SF	0223	0.002	36	0.05	827	0.02	322					0.10	1,584	
3300.006	SLAB ON GRADE CONCRETE	157.89	CY	0315	0.888	140	20.55	3,244							30.82	4,866	
3300.109	2000# CONCRETE	157.89	CY						92.00	14,526					98.44	15,543	
3300.200	CONCRETE PUMPING	157.89	CY										8.00	1,263	8.00	1,263	
3540.151	9-1/4" THICK PRECAST WALL PANEL	15,100.00	SF										20.00	302,000	20.00	302,000	
	**** Total TILT-UP CONCRETE PANELS**					**446**		**10,315**		**15,510**				**303,263**		**335,331**	239,395
	STRUCTURAL STEEL - LBS														10,780sf - 71% of original		
5110.500	STRUCTURAL WF BEAMS	76,487.00	LBS						1.25	95,609			0.45	34,419	1.79	136,721	
5110.500	STRUCTURAL WF BEAMS	45,080.00	LBS						1.75	78,890			0.45	20,286	2.32	104,698	
5111.000	STRUCTURAL H COLUMNS	15,625.00	LBS						1.25	19,531			0.45	7,031	1.79	27,930	
5111.000	STRUCTURAL H COLUMNS	8,832.00	LBS						1.75	15,456			0.45	3,974	2.32	20,512	
5112.000	STRUCTURAL ANGLES	7,600.00	LBS						1.35	10,260			0.45	3,420	1.89	14,398	
5114.000	STRUCTURAL TUBING	6,058.00	LBS						1.75	10,602			0.45	2,726	2.32	14,070	
	**** Total STRUCTURAL STEEL - LBS**									**230,348**				**71,857**		**318,329**	
	MISC METALS														reduced by 11%		283,695
5510.045	STEEL STAIR GALV TREAD	30.00	TRD	0550	6.658	200	268.12	8,044	400.00	12,000					830.19	24,906	
5510.080	SHIPS LADDER-STEEL	21.00	TRD	0550	3.329	70	134.06	2,815	160.00	3,360					372.29	7,818	
5522.061	STEEL STAIRRAIL - GALVANIZED	60.00	LF	0550	1.065	64	42.90	2,574	35.00	2,100					101.80	6,108	
	**** Total MISC METALS**	**1.00**	**LS**		**333.541**	**334**	**13,433.06**	**13,433**	**17,460.00**	**17,460**					**38,831.79**	**38,832**	
	ROOFING & ACCESSORIES																10,818
7510.010	MOD. BIT. ROOFING w/R-25 INSULATI	4,140.00	SF										12.50	51,750	12.50	51,750	
7566.500	ALUMINUM DOWNSPOUT	275.00	LF										15.00	4,125	15.00	4,125	
7566.620	ROOF ACCESS HATCH	1.00	EA										2,500.00	2,500	2,500.00	2,500	
7566.650	SCUPPERS	5.00	EA										250.00	1,250	250.00	1,250	
	**** Total ROOFING & ACCESSORIES**													**59,625**		**59,625**	
	CAULKING														increase by 8.5%		93270
7900.001	SEAL TILT-UP JOINTS	775.00	LF										3.00	2,325	3.00	2,325	
7900.002	CAULKING FLOOR JOINTS	254.00	LF										2.00	508	2.00	508	
	**** Total CAULKING**	**254.00**	**LF**										**11.15**	**2,833**	**11.15**	**2,833**	
	DOORS & HARDWARE																
8100.000	=> HOLLOW METAL DOORS / FRAMES		****														
8100.010	SINGLE HOLLOW METAL DOOR FRAM	6.00	EA	0301	3.366	20	77.95	468							116.92	702	
8100.012	DOUBLE HOLLOW METAL DOOR FRA	2.00	EA	0301	4.003	8	92.69	185							139.04	278	
8100.015	SINGLE HOLLOW METAL DOOR FRAM	6.00	EA						150.00	900					160.50	963	
8100.017	DOUBLE HOLLOW METAL DOOR FRA	2.00	EA						175.00	350					187.25	375	
8100.020	INSTALL HOLLOW METAL DOOR LEAF	10.00	EA	0301	2.275	23	52.67	527							79.00	790	
8100.025	HOLLOW METAL DOOR LEAF (M): AVG	10.00	EA						425.00	4,250					454.75	4,548	

Item Code	Description	Quantity	UM	Crew	MH Unit	Total Hours	Labor Unit	Labor Total	Matl Unit	Matl Total	Equip Unit	Equip Total	Sub Unit	Sub Total	Total UnitCost	Total Cost
8710.010	FINISH HARDWARE	10.00	LEAF	0301	4.440	44	102.81	1,028	550.00	5,500					742.71	7,427
	**** Total DOORS & HARDWARE**	**10.00**	**EA**		**9.535**	**95**	**220.78**	**2,208**	**1,100.00**	**11,000**					**1,508.17**	**15,082**
	SPECIAL DOORS															
8324.101	12X14 COILING DOOR: MAN	5.00	EA										7,500.00	37,500	7,500.00	37,500
	**** Total SPECIAL DOORS**	**5.00**	**EA**										**7,500.00**	**37,500**	**7,500.00**	**37,500**
	INT PARTITION ***TO CEILING															
9211.000	TAPE DRYWALL	1,480.00	SF										0.60	888	0.60	888
9212.102	3" SOUND ATT BLANKET	814.00	SF	0901	0.009	7	0.21	173	0.44	358					0.79	642
9221.520	3-5/8 X 25GA STUD	948.29	LF	0901	0.045	43	1.06	1,005	0.35	332					1.96	1,863
9221.604	5/8" ABUSE RESISTANT GYPSUM DRY	1,628.00	SF	0901	0.054	88	1.27	2,071	0.60	977					2.55	4,151
9222.290	ACOUSTICAL SEALANT	325.60	LF										0.50	163	0.50	163
9250.996	===WALL TYPE AREA: INT PARTITION	740.00	SF													
	**** Total INT PARTITION ***TO CEILING**	**740.00**	**SF**		**0.186**	**138**	**4.39**	**3,249**	**2.25**	**1,667**			**1.42**	**1,051**	**10.42**	**7,707**
	CEILINGS															
9221.630	SUSPENDED CEILING FRAMING	343.00	SF	0901	0.135	46	3.18	1,091	0.85	292					5.68	1,948
9221.645	5/8" GYPSUM DRYWALL @ CEILINGS	1.00	SF	0901	0.090		2.12	2							3.18	3
	**** Total CEILINGS**	**1.00**	**SF**		**46.395**	**46**	**1,092.86**	**1,093**	**291.55**	**292**					**1,951.25**	**1,951**
	PAINTING															
9900.002	PAINT DRYWALL	1,480.00	SF										0.60	888	0.60	888
9900.003	PAINT DRYWALL	343.00	SF										0.60	206	0.60	206
9900.004	PAINT CONCRETE / BLOCK	8,256.00	SF										0.75	6,192	0.75	6,192
9900.010	PAINT DOORS	20.00	SIDE										45.00	900	45.00	900
9900.012	PAINT DOOR FRAME	8.00	EA										35.00	280	35.00	280
9900.050	PAINT STEEL	1.00	LS										20,000.00	20,000	20,000.00	20,000
9909.091	TEX-COAT EXTERIOR TILT-UP PANEL	15,100.00	SF										2.25	33,975	2.25	33,975
9910.001	EPOXY PAINT FLOORS	7,042.00	SF										2.50	17,605	2.50	17,605
	**** Total PAINTING**	**17,122.00**	**SF**	5,700									**4.68**	**80,046**	**4.68**	**80,046**
	LOUVERS & VENTS															
10200.000	LOUVERS IMPACT RATED	4,100.00	SF	0301	0.720	2,951							110.00	451,000	110.00	451,000
10200.001	LOUVERS - DECORATIVE	600.00	SF										55.00	33,000	55.00	33,000
	**** Total LOUVERS & VENTS**	**4,100.00**	**SF**		**0.720**	**2,951**							**118.05**	**484,000**	**118.05**	**484,000**
	PLUMBING															
15400.000	PLUMBING	1.00	LS	1540									40,000.00	40,000	40,000.00	40,000
	**** Total PLUMBING**													**40,000**		reduce by 50% 40,000
	FIRE PROTECTION															
15500.000	FIRE PROTECTION	7,048.00	SF	1550									2.50	17,620	2.50	17,620
	**** Total FIRE PROTECTION**													**17,620**		**17,620**
	HVAC															
15600.010	HVAC - CHILLERS & COOLING TOWER	1.00	LS										3,650,000.00	3,650,000	3,650,000.00	3,650,000
	**** Total HVAC**													**3,650,000**		**3,650,000**

9803

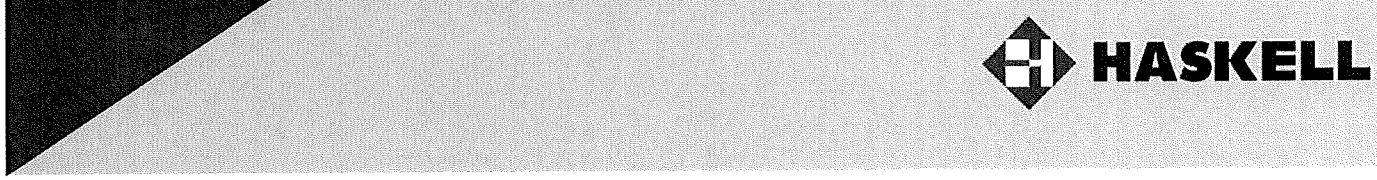
1500
29898
14250
67614

0
250,000

14,250

Item Code	Description	Quantity	UM	Crew	MH Unit	Total Hours	Labor Unit	Labor Total	Matl Unit	Matl Total	Equip Unit	Equip Total	Sub Unit	Sub Total	Total UnitCost	Total Cost
	ELECTRICAL															
16000.100	ELECTRICAL	1.00	LS										575,000.00	575,000	575,000.00	575,000
	** Total ELECTRICAL													575,000		575,000
	TELEPHONE / DATA / CATV															
17000.001	TELEPHONE/DATA/CATV DUCTBANK		LS										540,403.00		540,403.00	
	** Total TELEPHONE / DATA / CATV															
	* Total CENTRAL ENERGY PLANT	1.00	LS		9,800.784	9,801	176,418.75	176,419	1,330,593.32	1,330,593	67,014.84	67,015	5,575,733.31	5,575,733	7,331,111.12	7,331,111
	Total Gross Cost					9,801		176,419		1,330,593		67,015		5,575,733		7,331,111

2. Haskell General Conditions



Item Code	Description	Quantity	UM	Crew	MH Unit	Total Hours	Labor Unit	Matl Unit	Equip Unit	Sub Unit	Labor Total	Matl Total	Equip Total	Sub Total	Total UnitCost	Total Cost
00024.000 01 - GENERAL CONDITIONS																
00030.000 PROJECT MANAGEMENT																
0031.100	DIRECTOR OF PROJECT DEVELOPMEN	33.00	WK	0015	42.996	1,419	5,580.88				184,169				5,580.88	184,169
0031.500	STAFF ESTIMATOR	12.00	WK	0035	42.996	516	2,480.87				29,770				2,480.87	29,770
0031.900	SENIOR PROJECT MANAGER	91.00	WK	0055	42.992	3,912	4,546.82				413,761				4,546.82	413,761
0032.000	PROJECT MANAGER	113.00	WK	0060	42.996	4,859	3,720.87				420,458				3,720.87	420,458
0032.100	ASSISTANT PROJECT MANAGER 2	43.00	WK	0065	42.996	1,849	2,480.86				106,677				2,480.86	106,677
0032.100	ASSISTANT PROJECT MANAGER 1	87.00	WK	0065	42.996	3,741	2,480.87				215,836				2,480.87	215,836
0032.400	QUALITY CONTROL COORDINATOR	10.00	WK	0085	42.996	430	4,547.25				45,473				4,547.25	45,473
0032.500	QUALITY CONTROL MANAGER (QIP)	5.00	WK	0090	42.996	215	5,994.50				29,973				5,994.50	29,973
0032.600	SCHEDULER	7.00	WK	0095	42.996	301	4,547.26				31,831				4,547.26	31,831
0032.800	FIELD CLERK	74.00	WK	0105	43.022	3,184	1,097.06		44.20		81,182		3,271		1,141.26	84,453
0032.900	SUPERINTENDENT	104.00	WK	0110	42.996	4,472	3,720.66	86.26	327.84		386,948	8,971	34,096		4,134.76	430,015
0033.000	ASSISTANT SUPERINTENDENT 1	78.00	WK	0115	42.996	3,354	2,644.25				206,251				2,644.25	206,251
0033.000	ASSISTANT SUPERINTENDENT 2	35.00	WK	0115	42.996	1,505	2,644.25				92,549				2,644.25	92,549
0033.200	SAFETY MANAGER	10.00	WK	0130	42.996	430	4,815.55				48,156				4,815.55	48,156
0033.300	REGIONAL SAFETY SUPERVISOR	2.00	WK	0125	42.996	86	4,127.62				8,255				4,127.62	8,255
	**** Total 00030.000 PROJECT MANAGEMENT**					**30,271**					**2,301,288**	**8,971**	**37,367**			**2,347,626**
00035.000 PROJECT OFFICE																
0035.008	PROJECT SIGN	1.00	EA	0230	4.000	4	132.00	1,605.00			132	1,605			1,737.00	1,737
0035.010	HASKELL OFFICE (TRIPLE)	18.00	MO						1,600.00				28,800		1,600.00	28,800
0035.010	HASKELL OFFICE (SINGLE)	7.00	MO						400.00				2,800		400.00	2,800
0036.100	DELIVERY, SET UP, BLOCK & LEVEL	2.00	EA							6,500.00				13,000	6,500.00	13,000
0036.200	KNOCK DOWN & RETURN FREIGHT	2.00	EA							5,000.00				10,000	5,000.00	10,000
0036.700	HASKELL OFFICE FURNITURE	1.00	LS					5,000.00				5,000			5,000.00	5,000
0037.000	COMPUTERS, PRINTERS, MISC HARDW	1.00	LS						5,000.00				5,000		5,000.00	5,000
	**** Total 00035.000 PROJECT OFFICE**					**4**					**132**	**6,605**	**36,600**	**23,000**		**66,337**
00040.000 OFFICE SUPPLIES																
0041.100	POSTAGE	24.00	MO					150.00				3,600			150.00	3,600
0041.500	DRINKING WATER, ICE, COFFEE	24.00	MO					100.00				2,400			100.00	2,400
	**** Total 00040.000 OFFICE SUPPLIES**											**6,000**				**6,000**
00045.000 TRAVEL																
0045.010	TRAVEL (PD)	32.00	TRIP					481.50				15,408			481.50	15,408
0046.400	TRAVEL (SPM)	26.00	TRIP					481.50				12,519			481.50	12,519
0046.500	TRAVEL (PM 1)	33.00	TRIP					327.42				10,805			327.42	10,805
0046.700	TRAVEL (APM 2)	12.00	TRIP					327.42				3,929			327.42	3,929
0046.700	TRAVEL (APM 1)	25.00	TRIP					327.42				8,186			327.42	8,186
0046.900	TRAVEL (SUP - 1 TRIP PER 3 WK)	35.00	TRIP					327.42				11,460			327.42	11,460
0047.000	TRAVEL (ASUP 1)	26.00	TRIP					327.42				8,513			327.42	8,513
0047.000	TRAVEL (ASUP 2)	12.00	TRIP					327.42				3,929			327.42	3,929
0047.200	TRAVEL (QC)	24.00	TRIP					481.50				11,556			481.50	11,556
0047.300	TRAVEL (SAFETY)	24.00	TRIP					481.50				11,556			481.50	11,556
0047.700	MEALS	249.00	TRIP					75.00				18,675			75.00	18,675
	**** Total 00045.000 TRAVEL**											**116,535**				**116,535**
00050.000 SUBSISTENCE																
0050.010	PERSONNEL MOVING EXPENSE	6.00	EA					1,070.00				6,420			1,070.00	6,420

Item Code	Description	Quantity	UM	Crew	MH Unit	Total Hours	Labor Unit	Matl Unit	Equip Unit	Sub Unit	Labor Total	Matl Total	Equip Total	Sub Total	Total UnitCost	Total Cost
0051.320	SUBSISTENCE - PM 1 (1ST 2 WEEKS)	2.00	WK					1,039.50				2,079			1,039.50	2,079
0051.330	SUBSISTENCE - PM 1	102.00	WK					682.50				69,615			682.50	69,615
0051.340	SUBSISTENCE - PM 1 (YR 2 GROSS UP	102.00	WK					170.00				17,340			170.00	17,340
0051.400	SUBSISTENCE - APM 1 (1ST 2 WEEKS)	2.00	WK					787.50				1,575			787.50	1,575
0051.400	SUBSISTENCE - APM 2 (1ST 2 WEEKS)	2.00	WK					787.50				1,575			787.50	1,575
0051.500	SUBSISTENCE - APM 1	85.00	WK					588.00				49,980			588.00	49,980
0051.500	SUBSISTENCE - APM 2	41.00	WK					588.00				24,108			588.00	24,108
0051.600	SUBSISTENCE - APM 1 (YR 2 GROSS U	85.00	WK					147.00				12,495			147.00	12,495
0052.000	SUBSISTENCE - SUPER (1ST 2 WEEKS)	2.00	WK					1,039.50				2,079			1,039.50	2,079
0052.100	SUBSISTENCE - SUPER	102.00	WK					682.50				69,615			682.50	69,615
0052.200	SUBSISTENCE - SUPER (YR 2 GROSS	102.00	WK					170.00				17,340			170.00	17,340
0052.220	SUBSISTENCE - ASSISTANT SUPER 2 (	2.00	WK					787.50				1,575			787.50	1,575
0052.220	SUBSISTENCE - ASSISTANT SUPER 1 (	2.00	WK					787.50				1,575			787.50	1,575
0052.230	SUBSISTENCE - ASSISTANT SUPER 1	76.00	WK					588.00				44,688			588.00	44,688
0052.230	SUBSISTENCE - ASSISTANT SUPER 2	33.00	WK					588.00				19,404			588.00	19,404
0052.240	SUBSISTENCE - ASSISTANT SUPER 1 (	76.00	WK					147.00				11,172			147.00	11,172
	**** Total 00050.000 SUBSISTENCE**											**352,635**				**352,635**
	00060.000 FIELD ENGINEERING															
0061.100	SURVEY & BASELINES	2.00	EA							15,000.00				30,000	15,000.00	30,000
	**** Total 00060.000 FIELD ENGINEERING**													**30,000**		**30,000**
	00065.000 MATERIAL TESTING															
0066.100	CONCRETE TESTING (CEP)	1.00	LS							5,000.00				5,000	5,000.00	5,000
0066.100	CONCRETE TESTING (CITY HALL)	1.00	LS							15,000.00				15,000	15,000.00	15,000
	**** Total 00065.000 MATERIAL TESTING**													**20,000**		**20,000**
	00075.000 COMMUNICATIONS															
0076.300	COMPUTER DATA LINE	24.00	MO					267.50				6,420			267.50	6,420
	**** Total 00075.000 COMMUNICATIONS**											**6,420**				**6,420**
	00080.000 TEMP UTILITIES															
0081.200	TEMPORARY ELECTRIC FOR TRAILER (	7.00	MO					160.50				1,124			160.50	1,124
0081.200	TEMPORARY ELECTRIC FOR TRAILER (	18.00	MO					374.50				6,741			374.50	6,741
0081.300	TEMPORARY ELECTRIC USAGE (CEP)	6.00	MO					428.00				2,568			428.00	2,568
0081.300	TEMPORARY ELECTRIC USAGE (CITY	12.00	MO					1,500.00				18,000			1,500.00	18,000
0081.400	POWER CONSUMPTION AT COMMISSI	1.00	MO					16,050.00				16,050			16,050.00	16,050
0081.400	POWER CONSUMPTION AT COMMISSI	3.00	MO					5,000.00				15,000			5,000.00	15,000
0081.990	TEMPORARY WATER USAGE (CEP)	6.00	MO					428.00				2,568			428.00	2,568
0081.990	TEMPORARY WATER USAGE (CITY HA	15.00	MO					200.00				3,000			200.00	3,000
0082.000	TEMP TOILETS - HASKELL TRAILER TA	7.00	MO					428.00				2,996			428.00	2,996
0082.000	TEMP TOILETS - HASKELL TRAILER TA	18.00	MO					428.00				7,704			428.00	7,704
0082.100	PORTABLE TOILETS (CEP)	7.00	MO					535.00				3,745			535.00	3,745
0082.100	PORTABLE TOILETS (CITY HALL)	18.00	MO					800.00				14,400			800.00	14,400
	**** Total 00080.000 TEMP UTILITIES**											**93,896**				**93,896**
	00085.000 MISC EXPENSES															
0085.060	AERIAL PHOTOS (BY E2L)															
0086.400	MISC MATERIALS	18.00	MO					214.00				3,852			214.00	3,852
	**** Total 00085.000 MISC EXPENSES**											**3,852**				**3,852**

Item Code	Description	Quantity	UM	Crew	MH Unit	Total Hours	Labor Unit	Matl Unit	Equip Unit	Sub Unit	Labor Total	Matl Total	Equip Total	Sub Total	Total UnitCost	Total Cost
00100.000 SAFETY EQUIP																
0101.500	SAFETY EQUIPMENT & SUPPLIES	24.00	MO					53.50				1,284			53.50	1,284
0104.999	TRASH CHUTE	12.00	MO							400.00				4,800	400.00	4,800
	**** Total 00100.000 SAFETY EQUIP**											**1,284**		**4,800**		**6,084**
00110.000 CLEAN UP																
0110.010	DAILY CLEANUP - JOB SITE	72.00	WK	0230	45.455	3,273	1,500.00				108,000				1,500.00	108,000
0111.100	TRASH HAULING & DUMP CHARGES (C	82.00	WK					267.50				21,935			267.50	21,935
0111.100	TRASH HAULING & DUMP CHARGES (CI	130.00	WK					450.00				58,500			450.00	58,500
0114.999	FINAL CLEAN UP (CEP)	7,500.00	SF							0.25				1,875	0.25	1,875
0114.999	FINAL CLEAN UP (CITY HALL)	105,000.00	SF							0.40				42,000	0.40	42,000
	**** Total 00110.000 CLEAN UP**					**3,273**					**108,000**	**80,435**		**43,875**		**232,310**
00115.000 CLOSE OUT																
0116.300	FINAL PHOTOS (CEP)	1.00	LS							2,000.00				2,000	2,000.00	2,000
0116.300	FINAL PHOTOS (CITY HALL)	1.00	LS							5,000.00				5,000	5,000.00	5,000
	**** Total 00115.000 CLOSE OUT**													**7,000**		**7,000**
00145.000 MATERIAL HANDLING																
0145.520	MATERIAL HANDLING - LULL ONLY	12.00	MO						1,200.00				14,400		1,200.00	14,400
	**** Total 00145.000 MATERIAL HANDLING**												**14,400**			**14,400**
00160.000 SPECIAL SERVICES																
0160.100	EMPLOYEE BADGING EQUIPMENT	1.00	LS							5,000.00				5,000	5,000.00	5,000
	**** Total 00160.000 SPECIAL SERVICES**													**5,000**		**5,000**
	*** Total 00024.000 01 - GENERAL CONDITIONS**					**33,547**					**2,409,420**	**676,633**	**88,367**	**133,675**		**3,308,095**
	Total Gross Cost					**33,547**					**2,409,420**	**676,633**	**88,367**	**133,675**		**3,308,095**

Convert GC's to Lump Sum	(20,000)
Revised Total	3,288,095

This General Conditions estimate is intended as a Lump sum estimate as noted in the DBIA 530 Contract. Any scopes of work not listed above is considered part of the Cost of the Work as a reimbursable expense and separate from the Lump Sum General Conditions. The General Conditions Total has been prorated to multiple GMP's as outlined below:

City Hall and Site GMP		CEP and Site Utilities GMP	
City Hall	$1,166,828		
Site Infrastructure	$1,114,888	CEP	$650,672
Structural Demo	$164,285	Site Utilities	$191,422
GMP Subtotal	$2,446,001	GMP Subtotal	$842,094

BP

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

EXHIBIT "A"

November 1, 2017

CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

STRATICON

BUILDING COSTS						
02000	EXISTING CONDITIONS			702,260		$ 24.73
03000	CONCRETE			427,250		$ 15.04
04000	MASONRY			325,101		$ 11.45
05000	METALS			145,223		$ 5.11
06000	WOODS,PLASTICS,COMPOSITES			525,622		$ 18.51
07000	THERMAL / MOISTURE PROTECTION			464,100		$ 16.34
08000	OPENINGS			689,869		$ 24.29
09000	FINISHES			1,285,624		$ 45.27
10000	MISCELLANEOUS SPECIALTIES			131,710		$ 4.64
11000	EQUIPMENT			10,000		$ 0.35
12000	FURNISHINGS			0		$ -
13000	SPECIAL CONSTRUCTION			0		$ -
14000	CONVEYING SYSTEMS			262,000		$ 9.22
21000	FIRE SUPPRESSION			93,600		$ 3.30
22000	PLUMBING			345,200		$ 12.15
23000	HVAC			720,000		$ 25.35
26000	ELECTRICAL SYSTEMS			821,000		$ 28.91
31000	EARTHWORK			68,000		$ 2.39
32000	EXTERIOR IMPROVEMENTS			30,000		$ 1.06
33000	UTILITIES			0		$ -
	Subtotal Bldg, & Site work			**7,046,559**		**$ 244.65**

* General Conditions & Requirements	1	ls		437,833
Pre-Construction	1	ls		60,000
Project Management / Supervision	1	ls		673,653
Contingency	1	ls		400,000
Architecture, Engineering, & Design Costs	1	ls		775,000
Permits @ 1.5% Hard Costs				105,698
Subtotal				**2,452,184**
* Performance and Payment Bonds	1	ls		113,985
General Liability Insurance	1	ls		115,353
* Builder's Risk Insurance @ 1.2%	1	ls		113,985
Subtotal				**343,323**
Subtotals Total				**9,842,066**
FEE	7.00	%		689,292
Total-Lump Sum Amount				**10,531,358**

Notes:

1. **Impact Fees - Not Included**
2. **Furnishings are Not Included**
3. **This is a BUDGET estimate and is subject to change as information becomes available.**

STRATICON, LLC

BOYNTON BEACH HIGH SCHOOL GMP BUDGET UPDATE				
ALTERNATE SCOPE ITEMS				
ALT # 9.1	ACOUSTICAL TREATMENT - GYM ONLY	1	EA	$200,000.00
SUBTOTAL ATERNATES:				**$200,000.00**

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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020000	**EXISTING CONDITIONS**					
020344	**SHORING & SUPPORT OF PERIOD STRUCTURES**					
020354	RESHORING UNDER GYM CONCRETE BEAMS/SLAB	1	LS	21,500.00		
020364	RESHORING UNDER 2ND FL WOOD FLOOR FRAMING	1	LS	26,350.00		
020374	RESHORING UNDER ROOF FRAMING AREAS	1	LS	27,000.00		
020384	RESHORING UNDER STAGE	1	LS	5,000.00		
					79,850.00	
022000	**ASSESSMENT**					
022005	PARTIAL REMOVAL - SURVEY FOR STRUCTURAL ANALYSIS	1	LS	7,500.00		
022010	INVESTIGATION/MAKESAFE DEMO - PLUMBING	1	LS	6,860.00		
022015	INVESTIGATION/MAKESAFE DEMO - ELECTRICAL	1	LS	10,800.00		
					25,160.00	
022113	**HISTORIC SURVEYS**	1	LS	4,500.00	4,500.00	
022500	**EXISTING MATERIALS ASSESSMENT**					
022510	CONCRETE - SLABS ON GRADE/SUSPENDED SLABS/STAIRS	1	LS	4,750.00		
022520	MASONRY - EXTERIOR WALLS - BRICK/BLOCK/CLAY TILE/COLS	1	LS	5,200.00		
022530	WOOD ROOFS - GYM/FLAT ROOFS/TILE ROOF AREAS	1	LS	4,600.00		
022540	WOODS WALLS - 1ST & 2ND FL STUDS	1	LS	2,800.00		
022550	WOOD FLOOR FRAMING - 1ST & 2ND JOISTS	1	LS	3,450.00		
					20,800.00	
024000	**DEMOLITION**					
024100	ROOF DEMO - FLAT ROOF AREAS (FROM BOTTOM W/ SCAFFOLD)	1	LS	15,400.00		
024101	ROOF DEMO - GYM AREA ROOFING ONLY	1	LS	9,500.00		
024102	ROOF DEMO - GYM PLANKS ONLY	1	LS	27,000.00		
024103	ROOF DEMO - REMOVE SKYLIGHTS @ STAIRS (FROM BOTTOM)	1	LS	19,000.00		
024104	1ST FL - WOOD FLOORS UNDER GYM	1	LS	9,700.00		
024105	1ST FL - MID AREA - DEMO WALLS & CEILINGS	1	LS	10,700.00		
024106	1ST FL - NORTH END WALLS & CEILINGS	1	LS	5,600.00		
024107	1ST FL - REMOVE/DISPOSE OF BOILER & PIPING @ PIT	1	LS	6,400.00		
024108	2ND FL - WOOD FLOORS AT GYM	1	LS	8,950.00		
024109	2ND FL - WOOD BLEACHERS AT GYM SIDES ONLY	1	LS	7,800.00		
					120,050.00	
024119	**SELECTIVE INTERIOR DEMOLITION**					
024120	2ND FL - SOUTH CLASSROOMS - STRIP CLGS & WALLS	1	LS	20,000.00		
024121	2ND FL - MAIN HALLWAY - STRIP CLGS & WALLS	1	LS	12,500.00		
024122	2ND FL - STRIP GYM WALLS	1	LS	2,500.00		
024123	2ND FL - STRIP BATHROOMS - SAVE FIXTURES & FLOORS	1	LS	6,800.00		
024124	1ST FL - SOUTH CLASSROOMS - STRIP CLGS & WALLS	1	LS	19,500.00		
024125	1ST FL - MAIN HALLWAY - STRIP CLGS & WALLS	1	LS	14,500.00		
024126	1ST FL - STRIP BATHROOMS - SAVE FIXTURES & FLOORS	1	LS	7,800.00		
024127	STAIR # 1 - DEMO/STRIP AFTER TREATMENT	1	LS	3,700.00		
024128	STAIR # 2 - DEMO/STRIP AFTER TREATMENT	1	LS	4,200.00		
024129	STAIR # 3 - DEMO/STRIP AFTER TREATMENT	1	LS	2,800.00		
024130	STAIR # 4 - DEMO/STRIP AFTER TREATMENT	1	LS	3,200.00		
					97,500.00	

024200	REMOVAL & SALVAGE OF PERIOD MATERIALS					
024213	DISASSEMBLY/RECLAIM EXISTING WOOD - FLOORS	1	LS	28,000.00		
024215	DISASSEMBLY/RECLAIM EXISTING WOOD - TRIM	1	LS	7,500.00		
024217	1ST FL NORTH BATHROOMS - SALVAGE FLOOR TILE	1	LS	5,000.00		
024219	REMOVE & STORE WOOD DOORS FOR REVIEW BY ARCH	1	LS	7,800.00		
					48,300.00	
028713	REMEDIATION AIR QUALITY CLEARANCE SAMPLING					
028715	AIR QUALITY MONITORING - AIRQUEST	1	LS	24,500.00		
					24,500.00	
022600	ENVIRONMENTAL ASSESSMENT					
022623	ENVIRONMENTAL ASSESSMENT - ASBESTOS	1	LS	8,900.00		
022626	ENVIRONMENTAL ASSESSMENT - LEAD PAINT	1	LS	7,500.00		
022633	ENVIRONMENTAL ASSESSMENT - MICROBIALS	1	LS	7,700.00		
					24,100.00	
028200	ASBESTOS REMEDIATION					
028213	ASBESTOS ABATEMENT - ROOF	1	LS	55,500.00		
028214	ASBESTOS ABATEMENT - BUILDING	1	LS	29,750.00		
028215	ASBESTOS ABATEMENT - KITCHEN	1	LS	9,400.00		
					94,650.00	
028319	LEAD REMEDIATION					
028320	LEAD PAINT REMOVAL - STAIR RAILINGS	1	LS	5,850.00		
028321	LEAD PAINT REMOVAL - WALLS/CEILINGS	1	LS	6,900.00		
028322	LEAD PAINT REMOVAL - ROOF	1	LS	32,500.00		
028323	LEAD PAINT ENCAPSULATION - ROOF TRUSSES	1	LS	15,300.00		
					60,550.00	
028700	BIOHAZARD REMEDIATION					
028714	MICROBIOLOGICAL TREATMENT/REMOVAL - STAIR # 1	1	LS	5,600.00		
028715	MICROBIOLOGICAL TREATMENT/REMOVAL - STAIR # 2	1	LS	6,800.00		
028716	MICROBIOLOGICAL TREATMENT/REMOVAL - STAIR # 3	1	LS	5,200.00		
028717	MICROBIOLOGICAL TREATMENT/REMOVAL - STAIR # 4	1	LS	5,200.00		
028718	MICROBIOLOGICAL TREATMENT/REMOVAL - 1ST FL	1	LS	18,000.00		
028719	MICROBIOLOGICAL TREATMENT/REMOVAL - 2ND FL	1	LS	32,000.00		
028720	MICROBIOLOGICAL TREATMENT/REMOVAL - ROOF AREAS	1	LS	29,500.00		
					102,300.00	
020000	SUBTOTAL: EXISTING CONDITIONS			702,260.00	702,260.00	

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030000	CONCRETE					
030100	MAINTENANCE OF CONCRETE					
030105	CONCRETE RESTORATION - 1ST FL COLUMNS/WALLS	1	LS	63,000.00		
030110	CONCRETE RESTORATION - 1ST FL BEAMS	1	LS	39,500.00		
030115	CONCRETE RESTORATION - 2ND FL COLUMNS/WALLS	1	LS	59,000.00		
030120	CONCRETE RESTORATION - 2ND FL BEAMS	1	LS	51,000.00		
030125	CONCRETE RESTORATION - GYM SLAB UNDER SIDE	1	LS	75,000.00		
					287,500.00	
033000	CAST-IN-PLACE CONCRETE					
033005	CONCRETE FOOTINGS - ELEVATOR SHAFT # 1	1	LS	3,900.00		
033010	CONCRETE FOOTINGS - ELEVATOR SHAFT # 2	1	LS	3,900.00		
033015	CONCRETE FOOTINGS - NEW STAGE SLAB	1	LS	8,150.00		
033020	CONCRETE FOOTINGS - ELEVATOR SHAFT # 3	1	LS	3,900.00		
033025	CONC 1ST FL SLABS - S.O.G. UNDER GYM AREA	1	SF	37,500.00		
033030	CONC 1ST FL SLABS - NEW KITCHEN AREA	1	LS	4,400.00		
033035	CONC 1ST FL SLABS - FILL OPEN TRENCH	1	LS	2,800.00		
033040	CONC 1ST FL SLABS - NEW SLAB @ BOILER PIT	1	LS	3,200.00		
033045	CONC - NEW SLAB ON DECK BELOW STAGE	1	LS	28,500.00		
033050	CONC 2ND FL SLABS - GYM AREA TOPPING	1	SF	-		
033055	CONC 2ND FL SLABS - TRANSITION TO STAIRS	1	LS	2,150.00		
033060	CONC 2ND FL SLABS - TRANSITION TO RAMPS	1	LS	2,050.00		
033065	CONCRETE PADS	1	LS	2,800.00		
					103,250.00	
038113	CONCRETE CUTTING					
	CONC - SAWCUTTING FOR FOOTINGS GENERAL	1	LS	2,600.00		
	SAWCUT S.O.G FOR COL FTGS NEW STAGE SLAB	1	LS	5,500.00		
	CONC - SAWCUTTING FOR ELEVATOR PITS	2	EA	4,800.00		
	CONC - SAWCUTTING FOR U.G. UTILITIES	1	LS	2,100.00		
	SAWCUT S.O.G FOR NEW ELEVATOR # 3	1	EA	1,400.00		
	SAWCUT NEW OPENINGS FOR FRENCH DOORS	2	EA	4,000.00		
	SAWCUT/REMOVE GYM SLAB AREA @ STAGE FRONT	1	LS	8,500.00		
					28,900.00	
038213	CONCRETE CORE DRILLING	1	LS	7,600.00	7,600.00	
030000	SUBTOTAL: CONCRETE			427,250.00	427,250.00	

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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040000	**MASONRY**					
040305	**PERIOD MASONRY ANCHORAGE & REINFORCING**					
040310	STO STRUCT TREATEMENT @ WINDOWS - CONDITION # 1	1	LS	103,000.00		
040315	STO STRUCT TREATEMENT @ WINDOWS - CONDITION # 2	1	LS	68,171.00		
040320	MISC CMU REPAIRS PER STRUCT ENGINEER	1	LS	25,000.00		
					196,171.00	
042200	**CONCRETE UNIT MASONRY**					
042205	ELEVATOR SHAFT # 1	1260	SF	35,670.60		
042210	ELEVATOR SHAFT # 2 & 3	1740	SF	49,259.40		
					84,930.00	
047200	**CAST STONE MASONRY**					
047210	CAST STONE WINDOW SILLS & URNS	1	LS	30,000.00		
047220	CAST STONE - REPAIR (ALLOWANCE)	1	LS	14,000.00		
					44,000.00	
040000	**SUBTOTAL: MASONRY**			325,101.00	325,101.00	

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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050000	**METALS**					
051000	**STRUCTURAL METAL FRAMING**					
051010	STRUCTURAL STEEL ANGLES @ ELEV SHAFT ROOFS	3	EA	1,350.00		
051015	STRUCTURAL STEEL - ELEVATOR HOIST BEAMS	3	EA	1,275.00		
051020	STRUCTURAL STEEL COLS/BEAMS/PLATES (ALLOWANCE)	1	LS	25,000.00		
051025	COLS/BEAMS/DECKING NEW STAGE SLAB	1	LS	52,348.00		
051030	ACCORDION WALL SUPPORT	12	EA	9,600.00		
					89,573.00	
053000	**METAL DECKING**					
053010	ELEVATOR SHAFT ROOFS METAL DECKING	3	EA	11,400.00		
					11,400.00	
055100	**METAL FABRICATIONS**					
055110	METAL FABRICATIONS (ALLOWANCE)	1	LS	15,000.00		
055115	STEEL FRAME SUPPORTS @ WINDOW OPENINGS					
					15,000.00	
055533	**METAL LADDERS**					
055135	ELEVATOR PIT LADDERS	3	EA	450.00		
055137	ROOF HATCH LADDERS (NO CAGES)	2	EA	800.00		
					1,250.00	
055200	**METAL RAILINGS**					
055210	STAIR RAIL RETRO FIT RAILS/SCREENS	1	LS	28,000.00		
					28,000.00	
050000	**SUBTOTAL: METALS**			145,223.00	145,223.00	

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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060000	**WOODS/PLASTICS/COMPOSITES**					
061000	**ROUGH CARPENTRY**					
061053	ROUGH CARPENTRY - FLAT ROOF NEW JOISTS	1	LS	5,700.00		
061055	ROUGH CARPENTRY - TILE ROOF NEW JOISTS	1	LS	4,150.00		
061057	ROUGH CARPENTRY - HALLWAY ROOF AREA FRAMING	1	LS	4,600.00		
061059	ROUGH CARPENTRY - GYM ROOF T & G PLANKS	1	LS	173,000.00		
061061	ROUGH CARPENTRY - FLAT ROOF SKYLIGHT CURBS	1	LS	3,200.00		
061063	ROUGH CARPENTRY - FLAT ROOF SCUTTLE OPENINGS	1	LS	2,200.00		
061065	ROUGH CARPENTRY - FLAT ROOF HVAC ACCESS PANELS	1	LS	1,850.00		
061066	ROUGH CARPENTRY - 2ND FL HALLWAY NEW JOISTS	1	LS	3,100.00		
061067	ROUGH CARPENTRY - GYM FLOOR 2 X SLEEPERS	1	LS	2,200.00		
061069	ROUGH CARPENTRY - 2ND FL WOOD STUDS	1	LS	5,300.00		
061070	ROUGH CARPENTRY - 2ND IN WALL BACKING	1	LS	2,800.00		
061071	ROUGH CARPENTRY - 1ST FL CLASSROOM NEW JOISTS	1	LS	5,000.00		
061073	ROUGH CARPENTRY - 1ST FL HALLWAY NEW JOISTS	1	LS	6,500.00		
061075	ROUGH CARPENTRY - 1ST FL WOOD STUDS	1	LS	3,350.00		
061076	ROUGH CARPENTRY - 1ST IN WALL BACKING	1	LS	2,950.00		
					225,900.00	
061323	**HEAVY TIMBER FRAMING - GYM ROOF PURLINS**	1	LS	12,000.00	12,000.00	
061500	**WOOD DECKING**					
061516	PLYWOOD ROOF DECKING - FLAT ROOF AREAS	1	LS	12,000.00		
061517	PLYWOOD ROOF DECKING - SLOPED TILE ROOFS	1	LS	5,800.00		
061620	PLYWOOD SUBFLOORING - 2ND FLOOR CLASSROOMS	1	LS	22,418.00		
061621	PLYWOOD SUBFLOORING - 2ND FLOOR HALLWAYS	1	LS	22,418.00		
061622	PLYWOOD SUBFLOORING - GYM FLOOR	1	LS	11,250.00		
061623	PLYWOOD SUBFLOORING - 1ST FLOOR CLASSROOMS	1	LS	22,418.00		
061624	PLYWOOD SUBFLOORING - 1ST FLOOR HALLWAYS	1	LS	22,418.00		
061626	PLYWOOD UNDERLAYMENT - 2ND FLOOR CLASSROOMS	1	LS	18,400.00		
061627	PLYWOOD UNDERLAYMENT - 2ND FLOOR HALLWAY	1	LS	19,950.00		
061628	PLYWOOD UNDERLAYMENT - 1ST FLOOR CLASSROOMS	1	LS	18,400.00		
061629	PLYWOOD UNDERLAYMENT - 1ST FLOOR HALLWAY	1	LS	19,950.00		
					195,422.00	
062000	**FINISH CARPENTRY**					
062213	WOOD BASE (ALLOWANCE)	1	LS	8,500.00		
062215	BATHROOM VANITIES (EXCLUDED - RE-USE SINKS)	1	LS	-		

					8,500.00	
060320	**CONSERVATION TREATMENT PERIOD ARCH WOODWORK**					
060325	BLEACHERS - REPAIR & REFINISH (ALLOWANCE)	1	LS	20,000.00		
060330	STAGE - REPAIR & REFINISH (ALLOWANCE)	1	LS	30,000.00		
060335	DE-NAIL/STRIP/PLANE SALVAGED WOOD PLANK FLOORS	1	LS	18,900.00		
060340	SAND & FINISH SALVAGED WOOD PLANK FLOORS	1	LS	9,900.00		
					78,800.00	
064113	**ARCHITECTURAL WOODWORK**					
064115	CABINETRY (ALLOWANCE)	1	LS	5,000.00	5,000.00	
060000	**SUBTOTAL: WOODS/PLASTICS/COMPOSITES**			525,622.00	525,622.00	

070000	THERMAL / MOISTURE PROTECTION					
072100	THERMAL INSULATION					
072105	BELOW FLOOR INSULATION - 1ST FL CRAWL	1	LS	2,500.00		
072110	EXTERIOR WALL INSULATION	19020	SF	54,000.00		
072115	INTERIOR FRAMED PARTITION INSULATION	1	LS	18,500.00		
	ACOUSTICAL TREATMENT - SEE DIVISION 9					
					75,000.00	
079200	JOINT SEALANTS	1	LS	26,000.00	26,000.00	
070000	ROOFING					
070332	TILE ROOFS (SALVAGE & RE-INSTALL)	1700	SF	44,000.00		
075100	FLAT ROOFS	4845	SF	92,500.00		
075200	GYMNATORIUM BARREL ROOF W/ INSUL	1	LS	120,000.00		
075205	NEW ELEVATOR SHAFT ROOFS AREAS	3	EA	8,400.00		
					264,900.00	
077200	ROOF HATCHES	2	EA	5,600.00	5,600.00	
071300	WATERPROOFING					
071305	ELEVATOR PITS	3	EA	6,300.00		
071310	1ST FL FOUNDATION @ CRAWL SPACE	1	LS	8,800.00		
071315	1ST FL FOUNDATION @ SOUTH SIDE ENTRY	1	LS	7,500.00		
071320	GENERAL WATERPROOFING (ALLOWANCE)	1	LS	15,000.00		
					37,600.00	
078400	FIRESTOPPING					
078413	PENETRATION FIRESTOPPING - WALLS	1	LS	33,000.00		
078415	PENETRATION FIRESTOPPING - SLABS	1	LS	22,000.00		
					55,000.00	
070000	SUBTOTAL: THERMAL/MOISTURE PROTECTION			464,100.00	464,100.00	

080000	**OPENINGS**				
081000	**DOORS/FRAMES/HARDWARE**				
081005	DOOR TYPE "A" (SINGLE) TWO-PANEL	35	EA	73,500.00	
081010	DOOR TYPE "A" (SINGLE) TWO-PANEL	3	EA	7,650.00	
081015	DOOR TYPE "A" (PAIR) TWO-PANEL	4	EA	13,400.00	
081020	DOOR TYPE "A1" (SINGLE) HALF-LITE	19	EA	42,750.00	
081025	DOOR TYPE "B" (PAIR) FOUR-LITE	10	EA	37,000.00	
081030	DOOR TYPE "C" (PAIR) EIGHT-LITE	2	EA	7,800.00	
081035	DOOR TYPE "C" (PAIR) EIGHT-LITE HVHZ	2	EA	10,400.00	
081040	DOOR TYPE "E" (SINGLE) HM DOOR	3	EA	6,990.00	
081045	DOOR TYPE "TBD" (FRENCH DOORS TO TERRACE)	2	PR	8,000.00	
081050	DOOR TYPE "TBD2" (INSTALL ONLY SECURITY)	1	EA	500.00	
					207,990.00
081000	**SUBTOTAL: DOORS/FRAMES/HARDWARE**			207,990.00	
084000	**GLASS & GLAZING**				
084005	CGI ESTATE SERIES WINDOWS WHITE KYNAR	1	LS	460,479.00	
	5/16" CLEAR LAMINATED GLASS CLEAR LOW E 366				
	DOUBLE APPLIED MUTTONS WITH OG EDGE				
	ALL COMPLETE WITH SCREENS				
086300	METAL FRAMED SKYLIGHTS	2	EA	15,000.00	
088300	GLASS MIRRORS	1	LS	6,400.00	
					481,879.00
084000	**SUBTOTAL: GLASS & GLAZING**			481,879.00	
080000	**SUBTOTAL: OPENINGS**			689,869.00	689,869.00

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

Wednesday, November 1, 2017

CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

090000	**FINISHES**					
090120	**PLASTER RESTORATION**					
090325	**CONSERVATION TREATMENT PERIOD PLASTER**					
090330	INTERIOR PLASTER - STAIRWELL # 1	1	LS			
090335	INTERIOR PLASTER - STAIRWELL # 2	1	LS			
090340	INTERIOR PLASTER - STAIRWELL # 3	1	LS			
090345	INTERIOR PLASTER - STAIRWELL # 4	1	LS			
090350	INTERIOR PLASTER - 1ST FL INSIDE FACE EXT WALLS	1	LS			
090355	INTERIOR PLASTER - 2ND FL INSIDE FACE EXT WALLS	1	LS			
090360	INTERIOR PLASTER - 2ND FL GYM EXT WALLS	1	LS			
				164,948.00		
					164,948.00	
092423	**EXTERIOR STUCCO PATCH/REPAIR (ALLOWANCE)**	1	LS	42,000.00	42,000.00	
092000	**GYPSUM WALLBOARD ASSEMBLIES**					
092116	FRAMING/GWB - 1ST FL CLASSROOMS SOUTH	1	LS			
092117	FRAMING/GWB - 1ST FL CLASSROOMS - MIDDLE	1	LS			
092118	FRAMING/GWB - 1ST FL KITCHEN AREAS	1	LS			
092119	FRAMING/GWB - 1ST FL BATHROOMS	1	LS			
092120	FRAMING/GWB - 1ST FL	1	LS			
092121	FRAMING/GWB - 2ND FL CLASSROOMS SOUTH	1	LS			
092122	FRAMING/GWB - 2ND FL BATHROOMS	1	LS			
092123	FRAMING/GWB - 2ND FL GYMNATORIUM	1	LS			
092124	FRAMING/GWB - 2ND FL STAGE AREA	1	LS			
				444,676.00		
092125	GWB HARD CEILINGS	1	LS	94,500.00		
					539,176.00	
095100	**ACOUSTICAL CEILINGS**	1	LS	22,000.00	22,000.00	
093000	**TILING**					
093113	CERAMIC FLOOR @ BATHROOMS (NO RECYCLE)	1	LS	32,000.00		
091115	BATHROOM WALL TILE & BASE (ALLOWANCE)	1	LS	20,000.00		
					52,000.00	
096500	**FLOORING - VINYL (ALLOWANCE)**	1	LS	5,000.00	5,000.00	

096800	**FLOORING - CARPET (ALLOWANCE)**	1	LS	6,500.00	6,500.00	
096429	**FLOORING - WOOD STRIP & PLANK**					
096431	WOOD PLANK FLOORING	1	LS	210,000.00	210,000.00	
099000	**PAINTING**					
099103	PAINTING - EXTERIOR PREP/BLASTING	1	LS	45,000.00		
099113	PAINTING - EXTERIOR	1	LS	54,000.00		
099123	PAINTING - INTERIOR	1	LS	145,000.00		
					244,000.00	
090000	**SUBTOTAL: FINISHES**			1,285,624.00	$1,285,624.00	
ALT # 9.1	**ACOUSTICAL TREATMENT - GYM ONLY**	1	LS	**200,000.00**		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

Wednesday, November 1, 2017

CITY OF BOYNTON BEACH **TOTAL AREA GSF 28,402**

100000	**MISCELLANEOUS SPECIALTIES**					
101400	SIGNAGE (ALLOWANCE)	1	LS	10,000.00		
102813	BATHROOM ACCESSORIES (ALLOWANCE)	1	LS	8,800.00		
102233	ACCORDIAN WALL PARTITION	205	LF	87,125.00		
102113	PLASTIC LAMINATE TOILET PARTITIONS	217	LF	22,785.00		
104413	FIRE EXTINGUISHERS & CABINETS (12)	12	EA	3,000.00		
100000	**SUBTOTAL: MISC SPECIALTIES**			131,710.00		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

110000	EQUIPMENT					
114200	KITCHEN EQUIPMENT (ALLOWANCE)	1	LS	10,000.00		
110000	SUBTOTAL: EQUIPMENT			10,000.00		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

Wednesday, November 1, 2017

CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

120000	FURNISHINGS					
	EXCLUDED	1	LS	0.00		
120000	SUBTOTAL: FURNISHINGS			0.00		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

Wednesday, November 1, 2017

CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

130000	SPECIAL CONSTRUCTION					
	EXCLUDED	1	LS	0.00		
130000	SUBTOTAL: SPECIAL CONSTRUCTION			0.00		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

Wednesday, November 1, 2017

CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

140000	CONVEYING SYSTEMS					
	HOLE-LESS HYDRAULIC ELEVATORS					
140005	PASSENGER ELEVATOR # 1 (2,500 LB)	2	EA	160,000.00		
	FRONT & REAR OPENINGS					
	HOLE-LESS HYDRAULIC ELEVATORS					
140010	FREIGHT ELEVATOR # 1 (3,500 LB)	1	EA	80,000.00		
140015	ADA LIFT (ALLOWANCE)	1	EA	22,000.00		
140000	SUBTOTAL: CONVEYING SYSTEMS			262,000.00		

210000	**FIRE SUPPRESSION**					
210005	FIRE PROTECTION - 61-G15-32 DOCUMENTS	1	LS	3,600.00		
210010	FIRE PROTECTION - SHOP DRAWINGS	1	LS	3,500.00		
210015	FIRE PROTECTION - PERMIT	1	LS	2,500.00		
210020	FIRE PROTECTION - RISER	1	LS	4,000.00		
210025	FIRE PROTECTION - 1ST FL FABRICATED ASSEMBLIES	1	LS	15,000.00		
210030	FIRE PROTECTION - 1ST FL ROUGH-IN	1	LS	16,000.00		
210035	FIRE PROTECTION - 1ST FL TRIM	1	LS	2,000.00		
210040	FIRE PROTECTION - 2ND FL FABRICATED ASSEMBLIES	1	LS	13,000.00		
210045	FIRE PROTECTION - 2ND FL ROUGH-IN	1	LS	14,000.00		
210050	FIRE PROTECTION - 2ND FL TRIM	1	LS	2,000.00		
210055	FIRE PROTECTION - ATTIC AREA FAB ASSEMBLIES	1	LS	10,000.00		
210060	FIRE PROTECTION - ATTIC AREA ROUGH-IN	1	LS	8,000.00		
210065	FIRE PROTECTION - STAGE STORAGE AREA	1	LS	2,560.00		
210000	**SUBTOTAL: FIRE SUPPRESSION**			93,600.00		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

220000	**PLUMBING**					
221100	1ST FL PREP KITCHEN	1	LS	38,460.00		
221110	1ST FL MENS/WOMENS RESTROOMS	1	LS	79,430.00		
221120	1ST FL JANITORS/ART STUDIO/CLASSROOMS	1	LS	21,940.00		
221130	2ND FL MENS/WOMENS/TEACHERS TOILETS	1	LS	74,870.00		
223300	BOOSTER PUMPS/WATER HEATERS	1	LS	28,200.00		
221400	STORM DRAIN/CONDENSATE/ELEV PITS	1	LS	51,900.00		
220505	BACKFLOW PREVENTERS/DISASSEMBLY	1	LS	18,400.00		
224000	PLUMBING FIXTURES (ALLOWANCE)	1	LS	32,000.00		
220000	**SUBTOTAL: PLUMBING**			345,200.00		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

230000	**HVAC**					
232000	GYM AC UNITS W/ PIPING & NON-SPIRAL	1	LS	85,000.00		
232005	GYM SPIRAL DUCT INSTALLED	1	LS	65,000.00		
232010	STAGE AC UNITW/ PIPING & AIR DISTRIBUTION	1	LS	80,000.00		
232015	2ND FLOOR VAV AC UNITS CLASSROOMS	1	LS	95,000.00		
232020	1ST FL AC UNITS - CLASS/POTTERY/ART/MEDIA	1	LS	90,000.00		
232025	1ST FL AC UNITS - LOBBIES/DANCE/OFFICE/BATHS	1	LS	105,000.00		
232030	1ST FL AC UNITS - DRESSING ROOMS/GREEN/PREP	1	LS	40,000.00		
232035	TWO (2) PUMPS W/ ALL MAIN PIPING	1	LS	80,000.00		
232040	CONTROLS/CONTROL WIRING/COMMISSIONING	1	LS	80,000.00		
230000	**SUBTOTAL: HVAC**			**720,000.00**		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

260000	**ELECTRICAL SYSTEMS**					
261000	ELECTRICAL - POWER/LIGHTING BRANCH WIRING	1	LS	**226,939.00**		
265000	ELECTRICAL - LIGHTING FIXTURES (ALLOWANCE)	1	LS	**162,000.00**		
260900	ELECTRICAL - DIMMING HOUSE LIGHTS (ALLOWANCE)	1	LS	**8,500.00**		
284600	ELECTRICAL - FIRE ALARM	1	LS	**49,000.00**		
264100	ELECTRICAL - LIGHTNING PROTECTION	1	LS	**25,000.00**		
262000	ELECTRICAL - LOW VOLTAGE CONDUIT ONLY	1	LS	**78,864.00**		
261300	ELECTRICAL - SWITCHGEAR, PANELS & FEEDERS	1	LS	**170,697.00**		
274000	A/V SOUND & LIGHTING FOR GYM (ALLOWANCE)	1	LS	**100,000.00**		
260000	**SUBTOTAL: ELECTRICAL SYSTEMS**			**821,000.00**		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

310000	EARTHWORK					
312200	EXCAVATION FOR ELEVATOR PITS	3	EA	19,500.00		
312316	EXCAVATION - E/W HALLWAY UTILITIES	1	LS	15,000.00		
312323	BACKFILL & COMPACT BOILER PIT	1	LS	8,500.00		
316600	EX FOUNDATION/S.O.G REPAIRS	1	LS	25,000.00		
310000	SUBTOTAL: EARTHWORK			68,000.00		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

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CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

320000	**EXTERIOR IMPROVEMENTS (EXCLUDED)**					
321000	**PAVING (EXCLUDED)**	1	LS	0.00		
329000	**LANDSCAPING & IRRIGATION (EXCLUDED)**	1	LS	0.00		
321300	**SITE CONCRETE**	1	LS	0.00		
	WALKWAYS - EXCLUDED	1	LS	0.00		
	DUMPSTER PADS - EXCLUDED	1	LS	0.00		
	H.C. RAMPS TO BLDG - EXCLUDED	1	LS	0.00		
321305	CONCRETE - TERRACE (ALLOWANCE)	1	LS	25,000.00		
321310	CONCRETE - EXTERIOR HANDI-CAP RAMPS	2	EA	5,000.00		
					30,000.00	
323100	**FENCING & GATES (EXCLUDED)**	1	LS	0.00		
320000	**SUBTOTAL: EXTERIOR IMPROVEMENTS**			30,000.00		

BOYNTON BEACH HIGH SCHOOL - BUDGET ESTIMATE

Wednesday, November 1, 2017

CITY OF BOYNTON BEACH

TOTAL AREA GSF 28,402

330000	**SITE UTILITIES (EXCLUDED)**					
331000	WATER DISTRIBUTION	1	LS	0.00		
334000	STORM DRAINAGE SYSTEM	1	LS	0.00		
333000	SANITARY SEWERAGE	1	LS	0.00		
330000	**SUBTOTAL: SITE UTILITIES**			**0.00**		

EXHIBIT B

PHASE 2 INTERIM AND FINAL DEVELOPMENT COSTS

Exhibit B

Phase II Interim and Final Development Costs

Cost Summary

Central Energy Plant & Site Utilities

Construction GMP	$	13,521,116

Cultural Center Construction

Construction GMP	$	10,531,358

Development Costs

I. Soft Costs and Insurance		**Cost**
Traffic Study	$	2,438
Survey ALTA at Acquisition (post construction)	$	8,125
Legal Fees- Contracts and Lease agreements-E2L	$	39,002
Financial Services - E2L	$	-
Soil Surveys, Geotech, & Environmental-GFA	$	-
Parking Study & Planning for City Hall Location	$	-
Project Outreach - Local Hire Requirement	$	16,251
Public Relations & Marketing	$	130,058
Project Partnering - Full Team Project Coordination Workshops	$	13,001
Construction Photo Documentation, BOX, WEBCAMS and Security	$	24,376
Insurance including Liability and E&O	$	61,565
Project Management Fees-Best & Flaggan	$	-
Presconstruction Management Services - E2L	$	-
Interest on Phase I Loan	$	-
Subtotal	**$**	**294,815**
II. E2L Overhead Allowance		**Cost**
Construction Staffing and associated overhead	$	390,018
Subtotal	**$**	**390,018**
III. Development Fee		**Cost**
Development Fee	$	390,018
Subtotal	**$**	**390,018**
Total Development Cost	**$**	**1,074,850**

Total Contract Value:	**$**	**25,127,324**

STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535
Second Edition, 2010
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Washington, DC

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Article 1

General

1.1 Mutual Obligations

1.1.1 The Parties commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between the Parties under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum,* the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

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1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Parties* shall mean collectively, Owner, Construction Manager and Design-Builder, and a *Party* shall mean one of the Parties.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Construction Manager and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Construction Manager and shall be

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vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Construction Manager and Design-Builder.

2.1.2 Design-Builder shall provide Construction Manager with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Construction Manager's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Construction Manager information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Construction Manager's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Construction Manager or Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 The Parties shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Construction Manager shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design

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and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Construction Manager shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Construction Manager Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Construction Manager shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Construction Manager prior to commencement of construction.

2.4.3 Construction Manager's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Construction Manager's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Construction Manager.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

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2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Construction Manager may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Construction Manager's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Construction Manager for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Construction Manager and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's or Construction Manager's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health

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and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Construction Manager that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Construction Manager, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's and Construction Manager's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner and Construction Manager shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Construction Manager shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

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3.1.3 Construction Manager shall give Design-Builder timely notice of any Work that Construction Manager notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the

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authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's or Construction Manager's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Construction Manager and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall

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indemnify, defend and hold harmless Owner and Owner's commissioner's, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Construction Manager of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Construction Manager with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Construction Manager. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

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5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

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Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Construction Manager upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Construction Manager's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Construction Manager will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Construction Manager and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Construction Manager's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Construction Manager is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, the specific measures Design-Builder must take to rectify Owner's concerns, and certify for payment all amounts not specifically so withheld from payment. Design-Builder and Construction Manager will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

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6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Construction Manager when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Construction Manager's receipt of Design-Builder's notice, Construction Manager and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Construction Manager shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall

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provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests and for which Owner has tendered payment;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

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7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against

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claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.5.2 If an employee of Owner, Owner's separate contractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Owner's indemnity obligation set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner, Owner's separate contractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner, Construction Manager, or anyone under Owner's or Construction Manager's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by the Parties, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. The Parties shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

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9.1.3 If Construction Manager requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Construction Manager directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Construction Manager and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Construction Manager, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Construction Manager;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Construction Manager issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Construction Manager and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Construction Manager with a good faith estimate of the costs to perform the disputed services in accordance with Construction Manager's interpretations. If the parties are unable to

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agree and Construction Manager expects Design-Builder to perform the services in accordance with Construction Manager's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Construction Manager issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Construction Manager's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Construction Manager's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Parties each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 The Parties will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Parties mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior

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Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Parties and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Dispute Resolution.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by litigation in a State court of competent jurisdiction in Palm Beach County, Florida, unless the parties mutually agree otherwise.

10.3.2 The Parties expressly agree that any litigation pursuant to this Section 10.3 may be joined or consolidated with any litigation involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.3 The prevailing party in any law suit, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. Including all appeals and administrative proceedings.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be

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consequential.

10.5.3 Limitation of Liability. Design-Builder's maximum aggregate liability under the Contract Documents from any and all causes shall in no case exceed ten percent (10%) of the Contract Price (as the same may be adjusted in accordance with the Contract Documents).

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Construction Manager may, with Owner's prior approval, without cause and for Owner's convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Construction Manager.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, or (v) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Construction Manager may, with Owner's prior approval, provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Construction Manager may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Construction Manager may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Construction Manager may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any qualified person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses,

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incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Construction Manager improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment within the times provided in the Contract Documents.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Construction Manager with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Construction Manager's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to an equitable adjustment in the Contract Price and Contract Time(s) to the extent they have been impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Construction Manager under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Construction Manager's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Construction Manager has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Construction Manager that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Construction Manager's receipt of such notice. If Construction Manager fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Construction Manager of its intent to terminate within an additional seven (7) day period. If Construction Manager, within such second seven (7) day period, fails to cure, or reasonably commence to

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cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Construction Manager of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Construction Manager had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The Parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among the Parties and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 The Parties shall agree upon the software and the format for the transmission of Electronic Data. Each Party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 No Party makes any representations or warranties to the other Parties with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

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12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The Parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the Parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 No Party shall, without the written consent of the other Parties assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

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13.3 Successorship.

13.3.1 The Parties intend that the provisions of the Contract Documents are binding upon the Parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of Florida, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of a Party to insist, in any one or more instances, on the performance of any of the obligations required by another Party under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to another Party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

13.10 Counterparts.

13.10.1 This Agreement may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Faxed or otherwise electronically delivered copies will be treated as originals; however, this Agreement will only be binding when it has been executed by each Party.

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PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190351
DATE: 10/19/18

VENDOR 17318

TO: THE HASKELL COMPANY
111 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO. 72339	ORDERING DEPARTMENT: UTIL ENGINEERING TP		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	8496584.00	DL	DESIGN-BUILDER'S GUARANTEED Maximum Price (GMP) Includes: Lump Sum Design and Pre-Construction Services Lump Sum General Conditions Costs Design-Builder's Fee Cost of Work	1.0000	8496584.00

REMARKS:
DESIGN & BUILD OF THE DISTRICT ENERGY SYSTEM BUILDING & CHILLED WATER PIPING DISTRIBUTION SYSTEM.
R18-043 (APPROVING A GUARANTEED MAXIMUM PRICE FOR DESIGN & CONSTRUCTION OF TEH DEP IMPROVEMENTS)
COMMSSION ADOPTED ON 3/13/18
MAYOR SIGNED AGREEMENT BETWEEN OWNER & DESIGN-BUILDER ON 9/18/18.

RECEIVED
OCT 22 2018
CITY OF BOYNTON BEACH UTILITIES

PROCUREMENT SERVICES:		P.O. TOTAL: 8496584.00
ACCOUNT NO. 404-5018-533.65-01	PROJECT WT1703	

DEPARTMENT

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190351
DATE: 10/19/18

VENDOR 17318

TO: THE HASKELL COMPANY
111 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

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LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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REMARKS:
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R18-043 (APPROVING A GUARANTEED MAXIMUM PRICE FOR DESIGN & CONSTRUCTION OF TEH DEP IMPROVEMENTS) COMMSSION ADOPTED ON 3/13/18
MAYOR SIGNED AGREEMENT BETWEEN OWNER & DESIGN-BUILDER ON 9/18/18.

PROCUREMENT SERVICES:		P.O. TOTAL: 8496584.00
ACCOUNT NO. 404-5018-533.65-01	PROJECT WT1703	

RECEIVING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190351
DATE: 10/19/18

VENDOR 17318

TO: THE HASKELL COMPANY
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BOYNTON BEACH, FL 33435

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DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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REMARKS:
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R-18-043 (APPROVING A GUARANTEED MAXIMUM PRICE FOR DESIGN & CONSTRUCTION OF TEH DEP IMPROVEMENTS) COMMSSION ADOPTED ON 3/13/18
MAYOR SIGNED AGREEMENT BETWEEN OWNER & DESIGN-BUILDER ON 9/18/18.

PROCUREMENT SERVICES:	P.O. TOTAL:	8496584.00

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012621644C-0

THE CITY OF BOYNTON BEACH IS EXEMPT FROM FEDERAL EXCISE TAXES; WHERE TAX APPLIES INVOICE MUST SHOW GROSS PRICE, AMOUNT OF THE TAX, AND NET PRICE. EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

IMPORTANT INSTRUCTIONS

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS, AND CORRESPONDENCE.

MAIL INVOICES TO:
FINANCIAL SERVICES DEPARTMENT
P.O. BOX 310
BOYNTON BEACH, FL 33425-0310

1. RENDER SEPARATE INVOICE FOR THIS ORDER OR FOR EACH SHIPMENT THEREON IMMEDIATELY FOLLOWING SHIPMENT.
2. PREPAID FREIGHT CHARGEABLE TO THE CITY OF BOYNTON BEACH MUST BE SUPPORTED BY CARRIER'S RECEIPT.
3. INVOICES AND STATEMENTS SUBJECT TO CASH DISCOUNT SPECIFIED HEREON.

ORIGINAL

CITY OF BOYNTON BEACH
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions of this Purchase Order Contract shall apply to all purchases by or on behalf of the City of Boynton Beach unless specifically provided otherwise on the front of this Purchase Order.

Tax Exemption:
The City is tax exempt, ID# 85-8012621544C-0

Acceptance of Contract:
This order is the City's offer to purchase the goods and/or services described on the reverse side from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order.

Amendments:
No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

Uniform Commercial Code:
All applicable portions of the Florida Uniform Commercial Code shall govern this contract with the City.

Delivery:
All prices must be F.O.B. destination. Time is of the essence on this contract.If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and to hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City.

Risk of Loss:
Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the City. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

Inspection:
Goods and Material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of the delivery, the goods shall be returned at no cost to the City. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Patents and Copyrights:
If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

Material Safety Data Sheets:
Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communications Standard, must be provided by the Vendor to the City at the time of purchase or delivery.

Compliance with Laws:
The Vendor certifies that in performing this contract, they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

Laws Governing:
This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this Agreement shall be in the 15th Judicial Circuit, Palm Beach County, Florida.

Payment:
All invoices shall be addressed to the ordering department, City of Boynton Beach, P.O. Box 310, Boynton Beach, FL 33425-0310 as indicated on the front of this Purchase Order and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

Warranty:
The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for September 17, 2019- "Request for Extensions and/or Piggybacks."

EXPLANATION OF REQUEST:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
IXOM Watercare, Inc.	MIEX DOC Anion Exchange Resin	Utilizingthe Palm Beach County, FLSole Source Solicitation SS55542	October 3, 2019 thru October 2, 2020	$350,000

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

FISCAL IMPACT: Budgeted
Funds have been budgeted under line items as noted on the attached report.

ALTERNATIVES: Not approve renewals and require new solicitations to be issued

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	IXOM Watercare REVISED RESPONSE PAGE - Raised Prices for Extension
Addendum	PBC Renewal Letter IXOM Watercare, Inc.
Addendum	Signed Renewal Letter - Resin - IXOM Watercare, inc.
Addendum	CITY OF BOYNTON BEACH REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000

REVISED 07/26/19
SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS555442/KM

IXOM WATERCARE, INC. MIEX DOC RESIN,
PURCHASE AND DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	IXOM WATERCARE, INC. MIEX DOC RESIN AS SPECIFIED HEREIN	25	TOTE	$ 14,148	$ 353,700

Acknowledge Criminal History Records Check requirement, per Term #7? YES/INITIAL RAC

Acknowledge Insurance requirements, per Term #14? YES/INITIAL RAC

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's solicitation, without exception, change or alteration of any kind, except as may have been amended by the County prior to the due date of this solicitation.

FIRM NAME: (Enter the entire legal name of the bidding entity) Ixom Watercare, Inc.	DATE: August 6, 2019
* SIGNATURE: Randy Cable	PRINT NAME: Randy Cable PRINT TITLE: Global Head MIEX
ADDRESS: 8150 S. Akron St., Suite 401 CITY / STATE: Centennial, CO	ZIP CODE: 80112
TELEPHONE # (303) 768-7340 EMERGENCY # (303) 768-7345 (as required herein) TOLL FREE # (877) 414-6349	E-MAIL: miex@ixom.com FAX #: (303) 768-7373
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____	
FEDERAL ID # 84-1574849	

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Form L

August 27, 2019

Ixom Watercare, Inc.
Jon Dyess, Customer Service Manager
8150 S Akron Street, Suite 401
Centennial, CO 80112

TERM CONTRACT #SS555442B

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for IXOM WATERCARE, INC. MIEX DOC RESIN, PURCHASE AND DELIVERY OF based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #SS555442/KM in accordance with all original terms, conditions, specifications and prices with no deviation. Vendor shall notify Purchasing immediately if the sole source status changes.

The term of this contract is 10/03/2019 through 10/02/2020, and has an estimated dollar value of $479,745.00.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

c: Vernetha Green, Water Utilities
File

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 28, 2019

BID: PIGGYBACK OF CITY OF PALM BEACH COUNTY– MIEX DOC RESIN
BID No.: SS555442/KM

Agreement between the City of Boynton Beach and **IXOM Watercare, Inc.:**

PROPOSAL RENEWAL TERM: ***OCTOBER 1, 2018 THRU OCTOBER 2, 2020***

✓ Yes, I agree to renew the existing bid under the same terms, conditions, and pricing for an additional one-year term.

____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

IXOM Watercare, Inc.
NAME OF COMPANY

SIGNATURE

Jon Dyess
NAME OF REPRESENTATIVE (please print)

Customer Service Manager
TITLE

9/3/2019
DATE

303 768 7345
(AREA CODE) TELEPHONE NUMBER

jon.dyess@ixom.com
E-MAIL

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS

REQUESTING DEPARTMENT: ***UTILITES***
DEPARTMENT CONTACT: ***JOSEPH PATERNITI, JR.***
TERM: ***October 03, 2019 thru October 02, 2020***
SOURCE FOR PURCHASE: ***Piggybacking Palm Beach County Sole Source Solicitation No. SS555442***
ACCOUNT NUMBER:. *401-2811-536-52.35*
VENDOR(S): ***IXOM WATERCARE, INC.***
ANNUAL ESTIMATED EXPENDITURE: $350,000
DESCRIPTION:
On 12/04/18, City Commission Approve utilizing the Palm Beach County, FL Sole Source Solicitation SS555442 with IXOM Watercare, Inc. for MIEX DOC Anion Exchange Resin with the same terms, conditions, specifications and pricing. *As part of the upgrade and expansion of the East Water Treatment Plant, the Magnetic Ion Exchange (MIEX) treatment process was added to remove organic compounds from the raw water obtained from the western wellfield. The MIEX process utilizes magnetically charged DOC anion exchange resin beads which aid in the removal and settling of the organic compounds. Over time, attrition of the resin beads occurs and additional resin must be added to maintain the ongoing operation of the treatment process. The use of the MIEX DOC resin is required for the ongoing operation of the MIEX ion exchange process in order to provide high quality drinking water to the customers of Boynton Beach Utilities., The county may consider a single annual price adjustment to the unit price(s) based on new pricing form the vendor. vendor has agreed to one-year renewal option thru 2020.*

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 19-029 - FIRST READING - Approve request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, in connection with:

PROPOSED RESOLUTION NO. R19-100 - Accepting the dedication of property from the Community Redevelopment Agency (CRA) and realignment, and extension of NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001). (Resolution adoption will be upon second reading of the Ordinance)
Applicant: Michael Simon, CRA Executive Director.

EXPLANATION OF REQUEST:
The CRA has acquired property along the west side of the current NE 3rd Street right-of-way, and a parcel immediately north of the terminus of NE 3rd Street, in an effort to create an improved 50 foot wide street right-of-way connecting NE 9th Avenue to Martin Luther King, Jr. Boulevard. The abandonment, in conjunction with the dedication of land to the NE 3rd Street right-of-way, and ultimate construction of the road, will also provide an improved street frontage for the proposed future location of the Community Caring Center.

On July 9, 2019, the City Commission, sitting as the CRA Board, approved an agenda item to dedicate CRA-owned property for NE 3rd Street right-of-way and make application, and accept the abandonment of a portion of the existing right-of-way. This will allow the right-of-way to be straightened and extended to Martin Luther King, Jr. Boulevard. The small sliver portion of the right-of-way to be abandoned will be added to the CRA-owned lots for the proposed development of the Community Caring Center project.

The Planning & Development Board at their August 27, 2019 meeting recommended approval of the application for abandonment.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance approving ROW abandonment
Staff Report	Staff Report
Location Map	Location Map
Drawings	Abandonment Legal Sketch
Drawings	Dedication Legal Sketch
Conditions of Approval	Conditions of Approval
Development Order	Development Order

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE ABANDONMENT OF A PORTION OF THE UNIMPROVED NE 3RD STREET RIGHT-OF-WAY, NORTH OF NE 9TH AVENUE IN CONNECTION WITH THE DEDICATION OF PROPERTY FROM THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) AND REALIGNMENT, AND EXTENSION OF NE 3RD STREET FROM NE 9TH AVENUE TO MARTIN LUTHER KING JR BOULEVARD; SUBJECT TO STAFF COMMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CRA has acquired property along the west side of the current NE 3rd Street right-of-way, and a parcel immediately north of the terminus of NE 3rd Street, in an effort to create an improved 50 foot wide street right-of-way connecting NE 9th Avenue to Martin Luther King, Jr. Boulevard; and

WHEREAS, the abandonment, in conjunction with the dedication of land to the NE 3rd Street right-of-way, and ultimate construction of the road, will also provide an improved street frontage for the proposed future location of the Community Caring Center; and

WHEREAS, on July 9, 2019, the CRA Board, approved dedication of CRA-owned property for NE 3rd Street right-of-way and acceptance of the abandonment of a portion of the existing right-of-way which will allow the right-of-way to be straightened and extended to Martin Luther King, Jr. Boulevard; and

WHEREAS, the small sliver portion of the right-of-way to be abandoned will be added to the CRA-owned lots for the proposed development of the Community Caring Center project; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed abandonment; and

WHEREAS, staff finds that the subject abandonment, combined with the proposed right-of-way dedication, and subsequent roadway construction, serves a greater public purpose, and therefore recommends approval of the applicant's request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing Whereas clauses are true and correct and

incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King Jr. Boulevard, subject to staff comments. The property being abandoned is more particularly described as follows:

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY (ALSO KNOWN AS NORTHEAST 3RD STREET), OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 156 OF THE SAID PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, THENCE RUN N00°36'53"E A DISTANCE OF 147.57 FEET, TO THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF ROBERT WELLS' SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE 66; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT 4 S90°00'00"E FOR A DISTANCE OF 18.87 FEET TO A POINT AT THE INTERSECTION OF THE SAID SOUTH LINE OF LOT 4 AND THE EAST RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD (ALSO KNOWN AS NORTHEAST 3RD STREET); THENCE RUN ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD S07°53'54"W A DISTANCE OF 148.98 FEET TO THE **POINT OF BEGINNING**;

SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.032 ACRES, MORE OR LESS..

Section 3. The City Manager is hereby authorized and directed to execute the attached Disclaimer and cause the same to be filed, with this Ordinance, in the Public Records of Palm Beach County, Florida.

Section 4. This Ordinance shall take effect immediately upon passage.

FIRST READING this ____ day of _____, 2019.

(Remainder of page intentionally left blank)

SECOND, FINAL READING AND PASSAGE THIS _____day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that the City Commission of the City of Boynton Beach, Florida, does hereby abandon a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King Jr. Boulevard, subject to staff comments. The property being abandoned is more particularly described as follows:

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SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.032 ACRES, MORE OR LESS.

IN WITNESS WHEREOF, the duly authorized officers of the City of Boynton Beach, Florida, have hereunto set their hands and affixed the seal of the City this ____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

_____ _____

Crystal Gibson, MMC Lori LaVerriere, City Manager
City Clerk

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Lori LaVerriere, City Manager of the City of Boynton Beach, Florida, known to me to be the person described in and who executed

the foregoing instrument, and acknowledged the execution thereof to be her free hand and deed as such officer, for the uses and purposes mentioned therein; that she affixed thereto the official seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the said State and County this _____ day of _____, 2019.

_____
NOTARY PUBLIC, State of Florida
My Commission Expires:

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 19-023

TO: Chair and Members
Planning & Development Board

FROM: Ed Breese
Planning & Zoning Administrator

DATE: August 7, 2019

SUBJECT: Request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, and dedication of property from the Community Redevelopment Agency (CRA) to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001). Applicant: Michael Simon, CRA Executive Director.

NATURE OF REQUEST

Michael Simon, Executive Director of the Boynton Beach Community Redevelopment Agency (CRA), is requesting to abandon (ABAN 19-001) a small sliver of the unimproved NE 3rd Street right-of way, while simultaneously dedicating property to the City to create a fully-aligned right-of-way connecting NE 9th Avenue to Martin Luther King, Jr. Boulevard (see attached Exhibits).

The following is a description of the zoning districts and land uses of the properties that surround the subject abandonment request:

North: Developed commercial and residential property, and the vacant land purchased by the CRA to straighten and extend NE 3rd Street through to Martin Luther King, Jr. Boulevard, zoned R2 (Duplex);

South: Right-of-way for NE 9th Avenue, then farther south warehouse structures and storage lot zoned M-1 (Industrial);

East: Vacant parcels owned by the CRA, zoned C2 (Neighborhood Commercial); and:

West: The remainder of the NE 3rd Street right-of-way, then the land purchased by the CRA to straighten and align NE 3rd Street, and father west vacant residential properties, zoned R-2 (Duplex).

BACKGROUND

The CRA has acquired property along the west side of the current NE 3rd Street right-of-way, and a parcel immediately north of the terminus of NE 3rd Street, in an effort to create an improved 50 foot wide street right-of-way connecting NE 9th Avenue to Martin Luther King, Jr. Boulevard. The abandonment, in conjunction with the dedication of land to the NE 3rd Street right-of-way, and

ultimate construction of the road, will also provide an improved street frontage for the proposed home of the Community Caring Center.

On July 9, 2019, the City Commission, sitting as the CRA Board, approved an agenda item to dedicate CRA owned property for NE 3rd Street right-of-way and make application, and accept the abandonment of a portion of the existing right-of-way. This will allow the right-of-way to be straightened and extended to Martin Luther King, Jr. Boulevard. The small sliver portion of the right-of-way to be abandoned will be added to the CRA owned lots for the proposed development of the Community Caring Center project.

ANALYSIS

Owners of properties within 400 feet of the subject site were mailed a notice of this request and its respective hearing dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007. A summary of the responses follows:

CITY DEPARTMENTS/DIVISIONS

Engineering	No objection.
Public Works/Utilities	No objection.
Planning and Zoning	No objection.

PUBLIC UTILITY COMPANIES

Florida Power and Light	No objection.
AT & T	No objection.
Florida Public Utilities	No objection.
Comcast	No objection.
Sprint	No objection.
MCI	No objection.
Century Link	No objection.

RECOMMENDATION

Based on the above-analysis, staff has determined that the subject abandonment, combined with the proposed right-of-way dedication, and subsequent roadway construction, serves a greater public purpose, and therefore recommends APPROVAL of the applicant's request, subject to the attached conditions. Any conditions requested by the Planning and Development Board or required by the Commission will be placed in Exhibit "C" - Conditions of Approval.

S:\Planning\SHARED\WP\PROJECTS\CRA ABAN 19-001 NE 3rd St. Dedication\Staff Report.doc

E Martin Luther King Jr Blvd
R/W Dedication
NE 3rd St
R/W Abandonment
NE 9th Ave

SKETCH AND LEGAL DESCRIPTION

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY, OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96

LEGAL DESCRIPTION:

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY (ALSO KNOWN AS NORTHEAST 3RD STREET), OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

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SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.032 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE SOUTH R/W LINE OF MARTIN LUTHER KING JR. BOULEVARD, HAVING AN ASSUMED BEARING OF N90°00'00"E.
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
3. ALL RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.
4. THIS IS NOT A SURVEY. NO FIELDWORK WAS PERFORMED AT THIS TIME.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J–17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID INSTRUMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

WILLIAM J. WRIGHT, PROFESSIONAL SURVEYOR AND MAPPER, L.S. 6868

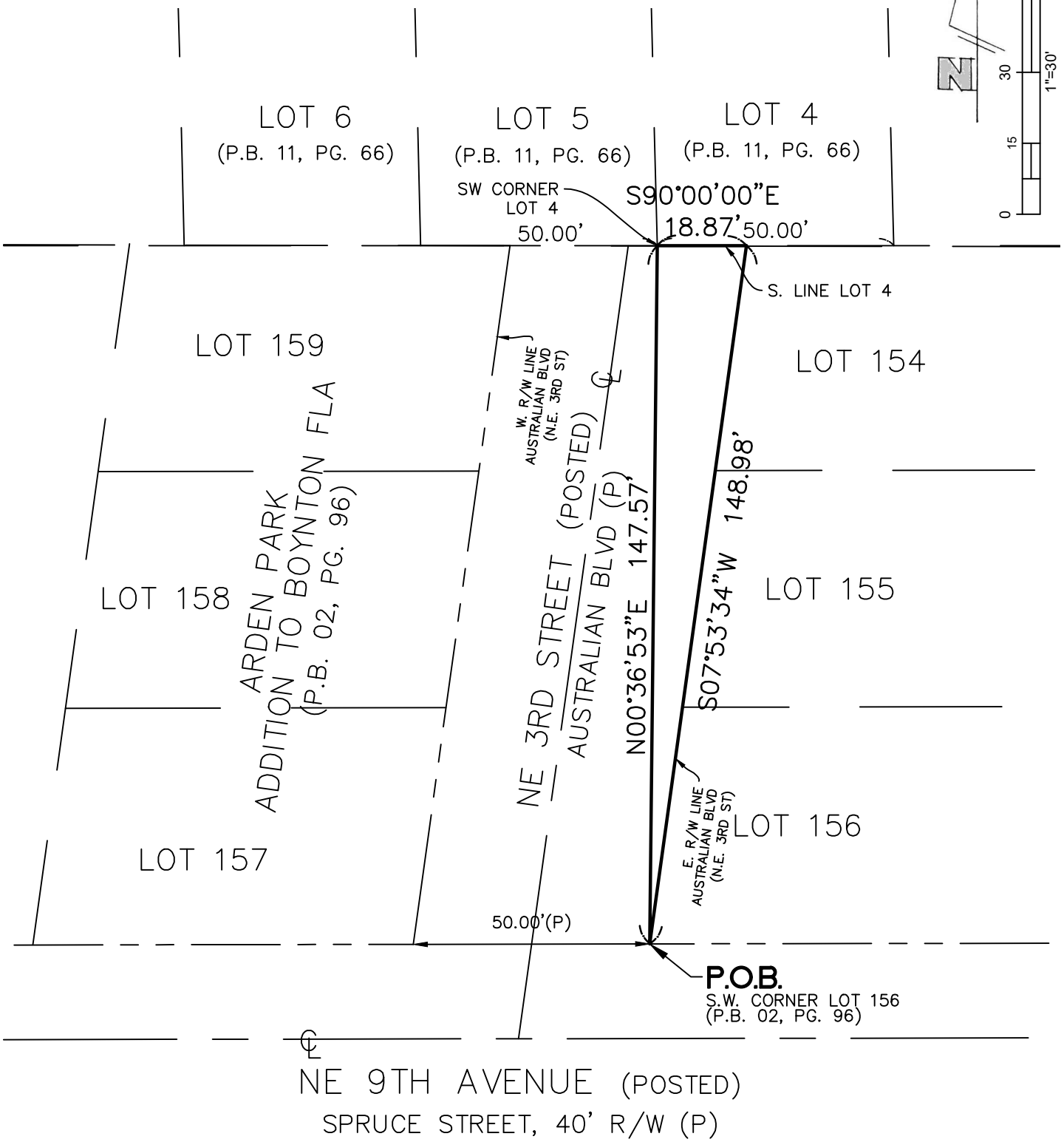
WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=30'	DATE:	05/19/2019
JOB NO.	18–0215	PAGE	1 OF 2

C:\Users\wwrig\Documents\WrightPSM\Jobs\18-0215_BoyntonCRA\CAD Files\18-0215_BBCRA.dwg, 5/19/2019 9:51:45 AM

SKETCH AND LEGAL DESCRIPTION

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY, OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96



WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=30'	DATE:	05/19/2019
JOB NO.	18-0215	PAGE	2 OF 2

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SKETCH AND LEGAL DESCRIPTION

LOT 5 OF ROBERT WELLS' SUBDIVISION, P.B. 11, PG. 66 AND A PORTION OF LOTS 157, 158, AND 159 OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96

LEGAL DESCRIPTION:

LOT 5 OF ROBERT WELLS' SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE 66, AND A PORTION OF LOTS 157, 158, AND 159, OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 157 OF THE SAID PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, THENCE RUN N00°36'53"E A DISTANCE OF 147.66 FEET, TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROBERT WELLS' SUBDIVISION; THENCE RUN ALONG THE WEST LINE OF SAID LOT 5 N01°25'00"W A DISTANCE OF 155.00 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MARTIN LUTHER KING BOULEVARD (ALSO KNOWN AS NORTHEAST 10TH STREET); THENCE RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID MARTIN LUTHER KING JR BOULEVARD N90°00'00"E A DISTANCE OF 50.00 FEET; THENCE RUN ALONG THE EAST LINE OF SAID LOT 5 S01°25'00"E A DISTANCE OF 155.00 FEET; THENCE RUN N90°00'00"W ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 31.12 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 5 WITH THE WEST RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD (ALSO KNOWN AS NORTHEAST 3RD STREET); THENCE RUN S07°53'34"W ALONG THE WEST RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD A DISTANCE OF 149.06 FEET TO THE **POINT OF BEGINNING**;

SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.210 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE SOUTH R/W LINE OF MARTIN LUTHER KING JR. BOULEVARD, HAVING AN ASSUMED BEARING OF N90°00'00"E.
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
3. ALL RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.
4. THIS IS NOT A SURVEY. NO FIELDWORK WAS PERFORMED AT THIS TIME.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J–17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID INSTRUMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

WILLIAM J. WRIGHT, PROFESSIONAL SURVEYOR AND MAPPER, L.S. 6868

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SCALE:	1"=50'	DATE:	05/19/2019
JOB NO.	18–0215	PAGE	1 OF 2

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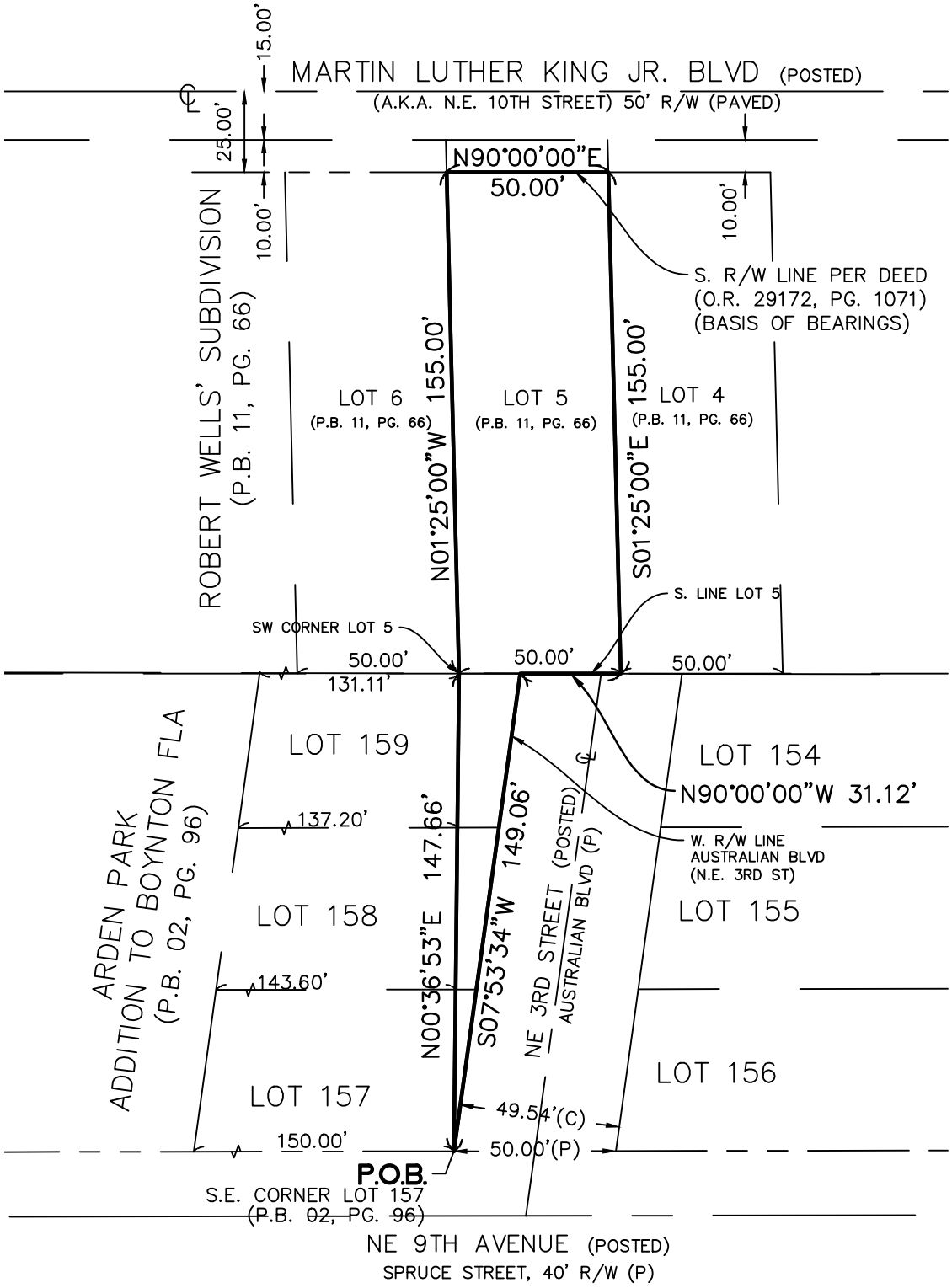
SKETCH AND LEGAL DESCRIPTION

LOT 5 OF ROBERT WELLS' SUBDIVISION, P.B. 11, PG. 66
AND A PORTION OF LOTS 157, 158, AND 159
OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96



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SCALE:	1"=50'	DATE:	05/19/2019
JOB NO.	18-0215	PAGE	2 OF 2

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EXHIBIT "C"

CONDITIONS OF APPROVAL

Project Name: CRA Abandonment 19-001 / NE 3rd Street Dedication
File number: ABAN 19-001
Reference: ABAN 19-001

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None.		
FIRE		
Comments: None.		
POLICE		
Comments: None.		
BUILDING DIVISION		
Comments: None.		
PARKS AND RECREATION		
Comments: None.		
PLANNING AND ZONING		
Comments: None.		
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None.		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.		

DEPARTMENTS	INCLUDE	REJECT
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

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DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: CRA Abandonment 19-001 / NE 3rd Street Dedication

APPLICANT: Michael Simon, Executive Director Boynton Beach CRA

APPLICANT'S ADDRESS: 710 N. Federal Highway, Boynton Beach, FL 33435

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: October 1, 2019

APPROVAL SOUGHT: Request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, and dedication of property from the Community Redevelopment Agency (CRA) to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001).

LOCATION OF PROPERTY: Portion of NE 3rd Street north of NE 9th Avenue.

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   ___ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."

4. The Applicant's request is hereby
   ___ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED: _____ _____
City Clerk

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
Approve MLK Overlay and Use Matrix Revisions Part I (CDRV 19-006) - Amending the LAND DEVELOPMENT REGULATIONS:

PROPOSED ORDINANCE NO. 19-030 - FIRST READING - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions;

PROPOSED ORDINANCE NO. 19-031 - FIRST READING - (2) Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services;

PROPOSED ORDINANCE NO. 19-032 - FIRST READING - (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlays, and Article IV. Use Regulations; and

PROPOSED ORDINANCE NO. 19-033 - FIRST READING - (4) Chapter 4. Site Development Standards, Article V. Minimum off-Street Parking Requirements, to implement modifications to MLK Overlay, modifications to rezoning-master plan application process, corrections pertaining to Mixed-Use zoning districts and revisions to Use Matrix, Residential and Lodging category. Applicant: City-initiated.

EXPLANATION OF REQUEST:
The Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards. Implementation began with amendments to the City's Comprehensive Plan in 2017, followed by staffs comprehensive evaluation of the Land Development Regulations (LDRs) and phasing-in comprehensive modifications.

The proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019, and would affect Chapters 1, 2, 3 and 4. The most pertinent proposed amendments include:

- Revisions to the Martin Luther King Jr. Boulevard Overlay to amend the definition, add a list of prohibited uses, require commercial uses on the ground floor on the street frontage, and change the off-street parking requirements;
- Revisions to the Use Matrix (Table 3-28), *Residential and Lodging* section, concentrating on the urban mixed-use zoning districts to bring the matrix into consistency with the changes in city's vision embedded in the redevelopment plan; and
- Modifications to the rezoning, and master and site plan regulations for planned zoning districts, o create a more streamlined and flexible development process.

In addition, proposed amendments include modifications to the recently approved definitions of "Active/Commercial Uses on Ground Floor" and to definitions pertaining to the different categories of lodging.

The Planning & Development Board, at their August 27, 2019 meeting, recommended approval of the proposed amendments.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No impact on either programs or services

FISCAL IMPACT: No direct fiscal impact

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance Amending LDR Chapter 1, Article II
Ordinance	Ordinance amending LDR Chapter 2 Article II
Ordinance	Ordinance amending LDR Chapter 3 ,Article III and IV
Ordinance	Ordinance amending Chapter 4, Article V Minimum Off-Street Parking
Staff Report	CDRV 19-006 Staff Report
Amendment	EXHIBIT A. LDR Amendments

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 1 "GENERAL ADMINISTRATION", ARTICLE II. "DEFINITIONS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 1, "General Administration", Article II "Definitions" is hereby amended as follows:

CHAPTER 1. GENERAL ADMINISTRATION
ARTICLE II. DEFINITIONS

...

COMMERCIAL USES ON GROUND FLOOR - ~~Mixed use projects within urban mixed use zoning districts will meet ground floor ACTIVE/COMMERCIAL USE requirement by including commercial u~~Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. ~~live-work units. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be inclu~~ded in addition to the above uses~~,~~.

ACTIVE USES ON GROUND FLOOR- Resident-only serving amenities such as lounges, gyms, common rooms and recreational spaces. ~~Residential-only projects within urban mixed use zoning districts will meet ACTIVE USE requirement by using design features – including street-fronting access – to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor~~

…

HOTEL - A building or portion thereof offering temporary lodging of transient guests, with access to the guest rooms through the inside lobby, and accessory uses that may include conference facilities, restaurants, bars, and recreation, fitness amenities and retail.

~~A building or portion thereof containing fifty (50) or more guest rooms, efficiency units or suites designed for the temporary lodging of transient guests rented on a daily basis and occupied for less than thirty (30) days. Ancillary facilities may include conference facilities, restaurants, bars, recreation facilities, ballrooms, banquet rooms and meeting rooms. Access to the guest quarters shall be through an inside lobby and corridors or from an exterior court which is within a secured area.~~

~~**HOTEL, APARTMENT** – Any hotel building containing a mixture of sleeping rooms and apartment suites for transient guests only, and which shall not serve as the primary or permanent residence of the occupants. Buildings designed as hotel apartments shall have not more than one-third (1/3) of the total units devoted to apartment suites. Dining rooms and lounges shall be permitted as accessory uses. Hotel apartment suites shall have a minimum gross floor area of five hundred (500) square feet.~~

HOTEL, CONDOMINIUM ~~– See "Hotel, Extended Stay."~~ ("Condo Hotel") – A building with individually owned condominium units intended to be made a part of the hotel inventory to be rented to the public and operated by the hotel management.

~~**HOTEL, EXTENDED STAY** – Any all-suite hotel that provides visitors with a full kitchen and more than five percent (5%) of its rooms are occupied for at least thirty (30) days and no more than one hundred and eighty (180) days.~~

~~**HOTEL, TIMESHARE** – The term shall include, but shall not be limited to, any building or part thereof in which the right of use or occupancy of any unit circulates among various occupants for specific periods of time less than a full year during any given year but not necessarily for consecutive years in accordance with a fixed time schedule on a periodically recurring basis extending for more than one (1) year. The determination that a building, or part thereof, is a time-sharing hotel shall be made without regard to the form of ownership of the property or of the units therein and shall be immaterial whether the right of use or occupancy is derived from a leasehold or fee interest.~~

~~**HOTELS, BOUTIQUE** – A small luxury hotel containing ten (10) to fifty (50) guest rooms. Meal service is usually breakfast only, but in some instances high-quality dinner and/or lunch service and room service may also be provided.~~

…

MOTEL - A building or group of buildings providing lodging accommodations for transient guests, with guest rooms accessed individually from parking areas or external walkways. ~~A building or group of buildings designed to provide sleeping accommodations for transient or overnight guests. Each building shall contain a minimum of ten (10) residential units or rooms, which generally have direct access to a parking lot, street, drive, court, patio, etc.~~

~~**MOTEL APARTMENT** – Any motel building containing a mixture of sleeping rooms and apartment suites for transient guests only, and which shall not serve as the primary or permanent residence of the occupants. Buildings designed as motel apartments shall have not more than one-third (1/3) of the total units devoted to apartment suites. Dining rooms and lounges shall be permitted as accessory uses. Motel apartment suites shall have a minimum gross floor area of five hundred (500) square feet.~~

Section 3. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not

affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 2 "LAND DEVELOPMENT PROCESS", ARTICLE II. "PLANNING AND ZONING DIVISION SERVICES"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 2, "Land Development Process", Article II "Planning and Zoning Division Services" is hereby amended as follows:

CHAPTER 2. LAND DEVELOPMENT PROCESS

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 2. Standard Applications

…

B. *Comprehensive Plan Amendments.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide a means for amending the city's Comprehensive Plan in accordance with F.S. Chapter 163.

b. Authority. The City Commission has the authority to amend the Comprehensive Plan upon compliance with the provisions of F.S. Chapter 163 and of this subsection. The

City Commission has designated itself as the Local Planning Agency (LPA) for the city.

c. Types of Amendments. Amendments to the Comprehensive Plan include text amendments and site-specific amendments to the future land use map (FLUM).

2. Text Amendment. A text amendment to the Comprehensive Plan shall only be initiated by the city.

3. Future Land Use Map (FLUM) Amendment.

a. General.

(1) The purpose of this subsection is to provide a means for changing the boundaries and/or classifications of the FLUM through site-specific amendments to the Comprehensive Plan.

(2) A request for FLUM amendment for parcels of 10 (ten) acres or fewer shall be considered ~~either large scale or~~ small scale, based on F.S. Chapter 163.

~~(3) Applications for large scale FLUM amendments shall not be submitted more than two (2) times during any calendar year, except for those applications exempted by F.S. Chapter 163.~~

(~~4~~3) All privately initiated FLUM amendments shall be accompanied by an application to rezone to a zoning district consistent with the requested FLUM classification. See Section 2.D. below for the process by which lands are rezoned to a different zoning district.

….

D. *Rezoning, Including Master Plan.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide a means for changing the zoning district boundaries or designations through site-specific amendments to the official zoning map. It is not intended to relieve particular hardships or to confer special privileges or rights to any person, but only to make necessary adjustments in response to or based upon changed conditions.

b. Authority. The City Commission has the authority to amend the official zoning map upon compliance with the provisions of this subsection.

c. Initiation. Amendments to the official zoning map may be proposed by the owner (or agent) of the affected land or city-initiated.

d. Consistency with Future Land Use Map (FLUM) of Comprehensive Plan. No application to rezone lands may be submitted that would result in an inconsistency with the FLUM classification. See Section 2.B.3. above for the process by which to amend the FLUM classification.

e. Rezoning to Planned Zoning Districts. A master plan~~, along with the concurrent filing and review of a site plan application,~~ shall be required when a privately-initiated application is made to rezone lands to a planned zoning district. A site plan may be submitted concurrently or at a later date. ~~The master plan shall be an integral component of the rezoning application; however, c~~City-initiated rezoning can proceed in advance of the master plan/site plan submittal. The master plan shall be reviewed in accordance with Section 2.D.6. below. See Section 2.F. below for additional regulations pertaining to the site plan application.

….

6. Master Plan.

a. General. The purpose of this subsection is to set forth well-defined application processes, review criteria, and uniform procedures for the rezoning of lands to planned districts (as defined by Chapter 1, Article II).

b. Submittal Requirements. Except as provided in Section 2.D.6.e below, ~~T~~the applicant is required to complete the rezoning application (see Section 1.D. above), ~~including that which pertains to master plan review, in addition to the site plan application~~, and provide all documentation required by the respective application checklist. ~~When a project is to be completed in two (2) or more phases, more than one (1) phase may be included in a single site plan, or individual site plans may be submitted for each phase and filed concurrently with the submittal of the master plan. The Director of Planning and Zoning may waive the requirement that all site plans be submitted simultaneously, provided that the site plan for the first phase is representative of the subsequent phase(s) and adequate to show compliance with all applicable development standards and regulations.~~

c. Review Criteria. The master plan shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the site plan shall be consistent with the master plan. See Section 2.F.3. below for the review criteria of a site plan.

d. Approval Process. A privately-initiated request to rezone ~~(~~and its accompanying master plan~~)~~ ~~shall be reviewed concurrently with the processing of the site plan application. Both applications~~ require review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

e. Expiration. A master plan ~~, which is an integral component of a rezoning application to a planned zoning district pursuant to except as provided in Section 2.D.1.e. above,~~ shall remain valid unless the corresponding site plan expires, ~~.~~ or if the site plan is not adopted within 18 months of the date of the master plan approval. In these instances, the official zoning map retains the planned zoning district designation, but the property does not possess a valid development order or development permit, and no permits may be granted by the city on the subject property. The submittal and approval of ~~a new rezoning application, which includes~~ a new or modified master plan, and ~~concurrent~~ a site plan application~~, except~~ as provided in Section 2.D.1.e. above, shall be required in order to commence development, redevelopment, or other site improvements.

f. Modification to Master Plan. Changes to master plans are either "minor" or "major" based on criteria within this section. A pre-application conference with staff is a prerequisite to filing an application for modification. The site plan must be consistent with the master plan; therefore, any request to modify a master plan may require the submittal of a concurrent request for site plan modification in accordance with Section 2.F.7. below. Staff shall consider the following factors in determining whether the proposed master plan modification is considered "major":

(1) The modification increases or decreases the buildable square footage (intensity) or number of dwelling units (density) by more than five percent (5%);

(2) The modification ~~either adds or~~ eliminates a point of ingress and egress;

(3) The modification ~~eliminates,~~ reduces~~, or changes the location of~~ the cumulative area of each the required or provided open spaces, green spaces, and pedestrian plazas ~~such that it diminishes their value, performance, efficiency, effectiveness, practicality,~~ by more than five percent (5%), changes the location of such spaces, or does not otherwise meet the intent of these Regulations;

~~(4) The modification causes the development to be below the development standard for the zoning district in which it is located or any other applicable standard in the Land Development Regulations;~~

(45) The modification alters the project so that the modified master plan does not resemble the approved master plan;

(56) The modification affects or does not comply with a condition of approval of the preceding development order; and

(67) The modification is proposed to a city-owned or operated facility and does not adversely impact adjacent properties and/or public lands.

g. Major Master Plan Modification.

(1) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(2) Review Criteria. The proposed master plan shall comply with the requirements of the respective zoning district of Chapter 3, Article III, and the site development standards described in Chapter 4.

(3) Approval Process. An application for major master plan modification requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(4) Expiration. A master plan shall remain valid unless the corresponding site plan expires, or if the site plan is not adopted within 18 months of the date of the master plan approval. ~~There is no expiration of a major master plan modification.~~

(5) Miscellaneous. At the time the City Commission approves a request for a major master plan modification, any previously approved master plan, including any conditions of approval, shall be null and void. All future development shall be consistent with the master plan, as modified and approved by the City Commission, including all corresponding conditions of approval.

h. Minor Master Plan Modification.

(1) Submittal Requirements. The applicant shall submit a letter explaining the modification(s) along with the master plan (in the number of copies specified by the Division). The applicant shall also provide consent from the property owner to file an application for the minor master plan modification.

(2) Review Criteria. The proposed master plan shall comply with the following: 1) all applicable conditions of approval of the preceding master plan; 2) requirements of the respective zoning district of Chapter 3, Article III; and 3) the site development standards described in Chapter 4.

(3) Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official. Upon approval of a minor master plan modification, all future development shall be consistent with the master plan, as modified, including all previously approved conditions of approval associated with the master plan.

….

F. *Site Plan, Including Time Extension and Modifications.*

….

8. Miscellaneous.

a. Site plan review shall be required in conjunction with a master plan when rezoning lands to a planned zoning district~~, except~~ as provided in Section 2.D.1.e. See Section 2.D.6. above for additional regulations pertaining to the rezoning process. In such instances, the site plan shall be consistent with the master plan.

….

Section 3. Each and every other provision of the Land Development Regulations

not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 3 "ZONING", ARTICLE III. "ZONING DISTRICTS", ARTICLE IV, "USE REGULATIONS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 3, "Zoning", Article III "Zoning Districts" is hereby amended as follows:

CHAPTER 3. ZONING

ARTICLE III. ZONING DISTRICTS AND OVERLAYS

Sec. 1. Overview.

…

C. *Non-Residential Building and Site Regulations (Table 3-2).*

NON-RESIDENTIAL	C-1	C-2	C-3	C-4	CBD	PCD	M-1	PID	REC	PU

Density (dwelling units per acre):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Flexible[12]	N/A	N/A
Project Area, Minimum (acres)	N/A	N/A	N/A	N/A	N/A	3[11]	N/A	25[11]	N/A	N/A
Lot Area ~~per unit~~, Minimum (square feet):	9,000	5,000	15,000	5,000	15,000	Flexible	10,000	Flexible	43,560	8,000
Lot Frontage, Minimum:	75	50	75	50	75	Flexible	0	Flexible	100	75
Lot Depth, Minimum:	120	100	N/A	100	100	N/A	N/A	N/A	N/A	N/A
Lot Coverage, Maximum:	40%	40%	40%	40%	75%	40%[10]	60%	60%	N/A	N/A
Floor-Area-Ratio (FAR), Maximum:	0.40	0.50	0.50	0.50	N/A	0.50	0.50	0.50	0.50	1.00
Structure Height, Maximum (feet):	30[9]	25	45	45	45	45	45	45	45	45
Building Setbacks, Minimum (feet)[14]:										
Front	30	30	20	25	0	40	15	30	25	25[13]
Rear	20	20	20[2]	20[5]	20[6]	40	20[3]	30	25	25[13]
Interior side	10	15	0[1]	15[5]	0	30	15[4]	20	25	15[13]
Corner side	10	20	20	15[5]	8[7]	30	15	30	25	15[13]
Building Setbacks, Minimum if abutting a residential district (feet)[14]:										
Rear	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Interior side	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Corner side	30	30	30	30	N/A	N/A	N/A	N/A	N/A	N/A
Waterfront yard	N/A	N/A	N/A	N/A	8[8]	N/A	N/A	N/A	N/A	N/A

…

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN [13, 14]	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A

All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	45	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. ~~Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Height bonus may be granted through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum~~.~~ width and design of the PZ. ~~Except for the Downtown District, where t~~The minimum PZ ~~width is 18', the minimum PZ in all other districts if 16 ft.~~ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb,

or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements. - See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Locally registered historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (~~11~~15), MU-2 ~~-~~ – twenty-five (~~20~~25), MU-3 ~~-~~ – thirty-five (~~30~~35), MU-4 - forty~~thirty~~-five (~~35~~45) and MU-C - sixty~~forty~~ (~~40~~60) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~ Maximum FAR for MU-3 may be increased to 3.5 if abutting property with the Mixed Use High future land use classification.

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

…

Sec. 2. Residential Districts.

…

H. *IPUD Infill Planned Unit Development District.*

…

3. Building and Site Regulations (Table 3-12). The following building/site regulations apply to the entire IPUD development.

BUILDING/SITE REGULATIONS IPUD District

Minimum project area:	None
Maximum project area:	Less than 5 acres
Minimum lot frontage [4]:	Flexible[1]
Minimum perimeter yard setbacks:	
Front:	Flexible[2]
Rear:	Flexible[2]
Interior side:	Flexible[2]
Corner side:	Flexible[2]
Maximum lot coverage:	50%
Minimum usable open space (per dwelling unit):	200 square feet
Maximum structure height:	45 feet[3]

[1] Individual lots within an IPUD development contain flexible standards relative to minimum required lot frontage and lot area for each unit. Pursuant to Chapter 3, Article IV, Section 3.D., a marina use shall require a minimum lot frontage of one hundred fifty (150) feet and a minimum average width of two hundred (200) feet.

[2] The minimum required perimeter building setbacks of an IPUD are flexible except where adjacent to single-family residential zoning. Where adjacent to single-family residential zoning, the required perimeter building setbacks of the IPUD shall resemble the setbacks of the adjacent development based upon the orientation of structures with said development. Also, perimeter buildings shall have an increased setback of one (1) additional foot for every foot of building height in excess of thirty (30) feet. If vegetation, screening, or other barriers and/or creative design on the perimeter of an IPUD achieve compatibility with adjacent uses, the city may grant some relief from the aforementioned requirement. A structure shall be considered to be on the perimeter if there is no intervening building between it and the property line. Project design along abutting roadway(s), including setbacks, shall be based on existing development patterns or applicable recommendation from the respective development plan.

[3] A lesser building height may be required for compatibility with adjacent development. See Note #2 above for additional setback requirements relative to building height.

[4] ~~Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.~~

…

Sec. 5. Mixed-Use (Urban) Districts.

A. *General.*

…

3. Location and General Use Requirements.

a. General. The mixed use (urban) districts are intended for projects that promote sustainable design with respect to land use, energy conservation, resource management, and social equity. Rezoning to any of these districts is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and

alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The mixed use (urban) zoning districts shall be applied to selected geographic areas east of I-95, where a mixture of uses and building intensities is intended to implement the CRA Community Redevelopment Plan and urban design guidelines including goals involving compact design, transit-oriented development, employment, population, transportation, housing, public facilities, and environmental quality. Permitted uses and associated standards for development vary between the zoning districts each reflecting the importance of the district's location and relationship to the downtown. Maximum heights, densities, and intensities of development are regulated to achieve, in part, the intended vision as established within the CRA Community Redevelopment Plan for each of the six planning districts, while ensuring land use compatibility. A master plan as a whole, comprised of individual buildings and parcels, would be reviewed for compliance with the requirements below pertaining to a residential component to the project, Active, and Cc~~c~~ommercial uses on the first floor of a project.

b. Mixed Use 1 (MU-1), Mixed Use 2 (MU-2), and Mixed Use 3 (MU-3).

(1) In order to complement the revitalization efforts in the downtown area, these zoning districts shall be applied to lands consistent with the Comprehensive Plan Future Land Use Map and CRA Community Redevelopment Plan. See the Community Redevelopment Plan for specific recommendations on locations and boundaries.

(2) These MU districts are appropriate for low- to mid-rise developments that provide for medium density residential and low to medium intensity commercial and office uses.

(3) The review of these applications will emphasize compactness, aesthetics and design quality, and physical compatibility with adjacent land uses.

(4) Except where limited by Table 3-22 in Chapter 3, Article III, Section 5.C., all new developments within the MU-1 and MU-2 districts that contain a non-residential use shall front on streets designated as ~~"~~arterial~~"~~, or ~~"~~collector~~"~~, roadways on the Functional Classification of Roadways Map. All projects within the MU-3 district proposed within the transit core must contain a residential component, and all projects proposed within these Mixed Use intensity districts that front on an arterial road must have space on the first floor devoted to Cc~~c~~ommercial or ~~an~~ A~~a~~ctive uses.

(5) Maximum height may be further limited in certain geographic areas to further applicable redevelopment plans and maintain compatibility with an abutting single-family district.

c. Mixed Use-4 (MU-4).

(1) The Mixed Use 4 (MU-4) district shall only be applied to land classified as mixed use-high (MXH) on the future land use map as recommended by the Community Redevelopment Plan.

(2) The MU-4 district is appropriate for high density/intensity development intended for designated nodes. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as

"arterial" roadways on the Functional Classification of Roadways Map.

d. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development shall be consistent with the CRA Redevelopment Plan for the applicable district;;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

e. Mixed Use Core (MU-C).

(1) The Mixed Use C (MU-C) district shall only be applied to lands classified as mixed use-high (MX-H) on the future land use map.

(2) The MU-C district is appropriate for high density/intensity development intended for the downtown area. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as "arterial" roadways on the Functional Classification of Roadways Map.

f. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development based on the standards indicated in Table 3-22;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

MIXED USE, URBAN[13,14] **(Overlay regulations may apply. See Section 8 below.)**	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park:	N/A	N/A	N/A	N/A	N/A
All other uses:	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	55	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	2.5	3.0	3.0	4.0	4.0

Build-to-line (ft.)[8]:					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setbacks, Minimum (ft.)[8]:					
Rear abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25	25	25	25	25
Side abutting					
Residential single-family:	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

B. *Use(s) Allowed.* See "Use Matrix, Table 3-28" in Chapter 3, Article IV, Section 3.D.

C. *Building and Site Regulations.*

1. Building and Site Regulation (Table 3-22).

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. ~~Reserved.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Maximum heights may be increased in the DTODD through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone" (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum width and design of the PZ. The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) ~~to ten (10)~~ foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Listed eligible historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (15~~11~~), MU-2 ~~–~~ twenty-five (25~~20~~), MU-3 ~~–~~ thirty-five (35~~30~~), MU-4 ~~–~~ forty-five ~~thirty-five~~ (45~~35~~) and MU-C - sixty~~forty~~ (60~~40~~) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.…

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

..

Sec. 8. Overlay Zones

A. *Martin Luther King Jr. Boulevard Overlay*

1. Intent. This overlay identifies a segment of the Martin Luther King Jr. Boulevard as an opportunity for redevelopment and revitalization. The ultimate design and site standards of this section are intended to create a traditional street corridor with pedestrian improvements, storefronts along the sidewalk, and a mixture of uses. The corridor is to contain an ambience supported by pleasant signage and building appearance, potted landscaping, store windows and public open spaces. This overlay is also appropriate for development of small properties to allow for consistency with the vision represented by the respective mixed use zoning district, and/or as an interim redevelopment mechanism until greater redevelopment occurs using the respective mixed use zoning district. All development within the Martin Luther King Jr. Boulevard corridor shall occur according to the provisions of the adopted plan as stated below.

2. Defined. The Martin Luther King Jr. Boulevard Overlay (MLKBO) is hereby established as the area defined by the parcels fronting on that portion of the Boulevard located east of Seacrest Boulevard and west of the railroad right-of-way, along with those parcels adjacent to the north and south of these parcels that front on the Boulevard if assembled and developed~~ment~~ as a unified project. Also included in the Overlay are the parcels with commercial underlying zoning located between NE 9th Avenue and NE 11th Avenue. ~~.~~

3. Use(s). Commercial Uses on the Ground Floor shall be required on the street frontage of MLK Jr. Boulevard. ~~Allowed. (See "Use Matrix" - Chapter 3, Article IV, Section 3.D.).~~

a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

Dwelling, Single- family (detached)
Dwelling, Two-family (duplex)
Automobile Rental
Automotive, Major Repair
Automotive, Minor Repair
Auto/Car Wash, Self- serve Bay
Auto Dealer, New
Auto Dealer, Used
Auto/Car Wash (Polishing, Waxing, Detailing)
Automotive Window Tinting/Stereo Installation/Alarms
Drive-thru facilities
Gasoline Station
Group homes Type I, II, III, and IV
Adult entertainment

b. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

c. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on Ground Floor.

d. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

4. Building and Site Regulations. Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

a. Parcels that have frontage along Martin Luther King Jr. Boulevard, Seacrest Boulevard, or NE 3rd Street shall provide for the required "Pedestrian Zone" (PZ). The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk, free from obstructions, measured from the centerline of street trees, and 3) an five (5) ~~eight (8)~~ foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

b. Notwithstanding the required build-to line and pedestrian zone requirements, portions of buildings and structures may be constructed in excess of the distance specified above, but not to exceed 15 feet when necessary to 1) optimize landscape design; 2) maximize on-site drainage solutions; 3) accommodate architectural features and building enhancements; and/or 4) to otherwise enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas in order to further the purpose and intent of the Overlay. Major deviations from the build-to line requirement above (in excess of 15 feet) may be allowed, but only with sufficient justification and contingent upon the approval of a Community Design Appeal application (see Chapter 2, Article II, Section 4.B).

c. Minimum interior side, ~~and~~ corner side, and rear setbacks ~~and rear setbacks~~ shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above).

d. Maximum building height shall be shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above)~~fifty-five (55) feet~~. Buildings fronting Martin Luther King Jr. Boulevard shall be a maximum of thirty-five (35) feet consistent for a depth of ten (10) feet.

e. Minimum building height shall be thirty (30) feet.

5. Parking. As required by Chapter 4, Article V, Section 3.D.

6. Landscape and Streetscape Design. See Chapter 4, Article II, Section 4.B.5.

…

C. *Cultural District Overlay*

...

4. Uses. ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Ocean Avenue.

…

D. Boynton Beach Boulevard Overlay (BBBO)

...

4. Uses: ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Boynton Beach Boulevard.

Section 3. City of Boynton Beach Land Development Regulations, Chapter 3, "Zoning", Article IV "Use Regulations" is hereby amended as follows:

ARTICLE IV. USE REGULATIONS

…

Sec. 3. Use Regulations.

…

D. *Use Matrix (Table 3-28).*

P = Permitted C = Conditional A = Accessory	Residential										Commercial						Mixed-Use						Industrial		Misc	
	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	R-4	IPUD%	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-HC	M-1	PID	PU	REC
RESIDENTIAL & LODGING																										
Accessory Dwelling Unit						P 36					P 36	P 36	P 36	P 36									P 36		P ~~20~~ 36	P ~~20~~ 36
Bed & Breakfast	C 37	C 37	C 37	C 37		C 37						C 37			C 37											
Dwelling, Single-family (detached)	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~					P ~~34~~								~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling, Two-family (duplex)					P ~~34~~	P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~ ~~38~~		~~C~~ ~~34~~	~~P~~ ~~34~~ ~~38~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~		C ~~34~~			~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling, Multi-family (including Townhomes)						P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~ ~~39~~		~~C~~ ~~34~~	~~P~~ ~~34~~ ~~39~~	P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P 34 6	P ~~6~~ ~~34~~	P ~~6~~ ~~34~~		P 27 ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling Units in Mixed Use Buildings						~~P~~ ~~18~~ ~~19~~ ~~34~~						~~P~~ ~~18~~ ~~19~~ ~~34~~			P ~~34~~		P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P ~~34~~ 6	P 6 ~~34~~	P 6 ~~34~~		P 27 ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Group Home Type 1 (2 per room up to 10 residents, limited service)	P 40	P 40	P 40	P 40	P 40	P 40																				
Group Home Type 2 (2 per room up to 14 residents, limited service)					P 14 40	C 40	C 40		C 40																	
Group Home Type 3 (comprehensive service)						C 14 40	C 14 40		C 40		C 40	C 40	P 40			P 40		C 40	C 40	C 40	C 40					
Hotel & Motel													P 41	P 41	P 41	P 41	C 41	C 41	C 41	C 41	P 41	P 41		P 41		

Home Occupations	P 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34								P 34	P 34	P 34	P 34	P 34					
Live-Work Units																	P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home										P 34																
~~Townhouse~~						~~P 19 34~~	~~P~~	~~P 34~~	~~P 34~~			~~P 18 19 34~~	~~P 34~~		~~C 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~		~~P 27 34~~	~~A 20 34~~	~~A 20 34~~

…

6. General Note. This use is subject to requirements of Commercial/ Active uses on Ground Floor.~~For those projects with frontage on an arterial road, this use is allowed as a permitted use if the ground floor fronting the arterial is devoted to office or retail use; otherwise, conditional use approval shall be required~~.

a. Mixed-use projects within urban mixed-use zoning districts will meet the requirement for the Commercial Uses on Ground Floor by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and office.

b. Residential-only projects within MU-1, MU-2 and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District (as defined by the CRA Community Redevelopment Plan) will meet the requirement for the Active Uses on Ground Floor by using recommended design features.

…

20. Reserved. ~~General Note. This use is allowed as an accessory use to any lawful Arts Campus located within the Ocean Avenue Overlay Zone.~~

…

38. Reserved. ~~Dwelling, Two Family (Duplex).~~

~~a. C-3 district and PCD district. A two family dwelling (duplex) shall comply with the R-2 district regulations. See Chapter 3, Article III, Section 2.E.~~

39. Reserved. ~~Dwelling, Multi-Family.~~

~~a. C-3 district and PCD district. A multi family dwelling shall comply with the R-3 district regulations. See Chapter 3, Article III, Section 2.F.~~

…

41. Hotel & Motel (includes ~~Boutique,~~ Extended-stay~~, Apartment, Timeshare Apartment~~).

~~a. C-3 District. Timeshare hotel shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~b. C-4 District. Boutique hotels and timeshare hotels are not listed as permitted uses.~~

c. ~~CBD District. Apartment hotels require conditional use approval.~~

~~d. PCD District. Timeshare apartments shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~e~~a. SMU District. Hotels require conditional use approval. ~~Apartment hotels, boutique hotels, and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

~~f~~b. MU-1 District, MU-2 District, and MU-3 District~~. and MU-4 District~~. Hotels require conditional use approval. ~~Timeshare hotels are not listed as permitted uses. Boutique hotels and m~~Motels are prohibited uses.

g. MU-4 District and MU-C District. ~~Boutique hotels require conditional use approval and must be integrated into a commercial or mixed use development and not exceed thirty percent (30%) of the gross floor area of the entire development. Apartment hotels and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

h. PID district. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Hotel (H) land use option.

Section 4. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 5. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 6. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 7. Authority is hereby given to codify this Ordinance.

Section 8. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 4 "SITE DEVELOPMENT STANDARDS", ARTICLE V. "MINIMUM OFF-STREET PARKING REQUIREMENTS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 4, "Site Development Standards", Article V "Minimum Off-Street Parking Requirements" is hereby amended as follows:

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS

…

Sec. 3. Special Reductions in Required Off-Street Parking.

…

D. *Martin Luther King Boulevard Overlay Zone.* Parking space requirements shall be calculated in accordance with Section 2 above. ~~and~~ Any required parking for non-residential uses shall be reduced by fifty percent (50%).

Section 3. Each and every other provision of the Land Development Regulations

not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 19-024

TO: Chair and Members
Planning & Development Board

FROM: Hanna Matras
Senior Planner

THROUGH: Ed Breese
Planning and Zoning Administrator

DATE: August 14, 2019

RE: Approve proposed code language implementing MLK Overlay and Use Matrix Revisions Part I (CDRV 19-006) - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions; (2) Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services; (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlays, and Article IV. Use Regulations and (4) Chapter 4. Site Development Standards, Article V. Minimum off-Street Parking Requirements, to implement modifications to MLK Overlay, modifications to rezoning-master plan application process, corrections pertaining to Mixed-Use zoning districts and revisions to Use Matrix, Residential and Lodging. Applicant: City-initiated.

EXPLANATION

The Boynton Beach CRA Community Redevelopment Plan was adopted on October 4th, 2016. The Plan recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards. In 2017, the City Comprehensive Plan was amended accordingly, and staff embarked on a comprehensive modifications to the Land Development Regulations (LDRs). The extensive nature of these changes—they affect nearly all chapters of the LDRs—forced the revisions to be processed incrementally.

The proposed amendments constitute the third revision of the LDRs, following the extensive modifications adopted on May 16, 2019. The latter included changes to zoning definitions and related site regulations, addition of two new overlays (for Cultural and Boynton Beach Boulevard districts) and changes to the existing ones (Martin Luther King Jr. Boulevard and the Urban Commercial District), as well as corrections to remove outstanding inconsistencies.

The proposed amendments (see Exhibit A) are summarized below:

- **Chapter 1. General Administration, Article II. Definitions.** Proposed changes include modifications to the recently approved definition of *Active /Commercial Uses on Ground Floor* and to definitions pertaining to different categories of lodging. The latter modifications would eliminate certain categories and simplify the remaining definitions.

- **Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services.** Proposed modifications to rezoning, master and site plan regulations for planned zoning districts are designed to create a more streamlined and flexible development process.

- **Chapter 3. Zoning**
  - **Article III. Zoning Districts and Overlays**. Proposed changes include:

    - Corrections to the recently adopted chapter's narrative and tables containing zoning district-specific building and site regulations to eliminate overlooked discrepancies in text and tables related to urban mixed-use zoning districts.

    - Additional modifications to the Martin Luther King Jr. Boulevard Overlay, supporting anticipated redevelopment plans, including:
      - revised locational definition;
      - addition of the requirement for the Commercial Uses on The Ground Floor on the boulevard's street frontage; and
      - addition of a list of prohibited uses, similar to the other overlay districts.

  - **Article IV. Use Regulations.** The proposed amendments constitute the first part of the planned review of the *Use Matrix* (Table 3-28), covering its *Residential and Lodging* section and related notes. Most of the revisions focus on urban mixed-use zoning districts, aiming to bring the matrix into consistency with the changes in city's vision embedded in the redevelopment plan.

- **Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements.** Proposed amendments would change the Martin Luther King Jr. Overlay's off-street parking requirements, allowing for a fifty percent (50%) reduction for non-residential uses only.

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments to continue implementing the CRA Community Redevelopment Plan and revising LDRs to support quality redevelopment and economic growth in the CRA and city-wide.

Attachments

S:\Planning\SHARED\WP\SPECPROJ\CODE REVIEW\CDRV 19-006 MLK Overlay and Use Matrix revisions Part I\CDRV 19-006 MLK Overlay and Use Matrix Revisions Part I Staff Report.docx

CHAPTER 1. GENERAL ADMINISTRATION

ARTICLE II. DEFINITIONS

...

COMMERCIAL USES ON GROUND FLOOR - ~~Mixed use projects within urban mixed use zoning districts will meet ground floor ACTIVE/COMMERCIAL USE requirement by including commercial u~~Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. ~~live-work units. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be inclu ded in addition to the above uses, .~~

ACTIVE USES ON GROUND FLOOR- Resident-only serving amenities such as lounges, gyms, common rooms and recreational spaces. ~~Residential-only projects within urban mixed use zoning districts will meet ACTIVE USE requirement by using design features – including street-fronting access – to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor~~

…

HOTEL - A building or portion thereof offering temporary lodging of transient guests, with access to the guest rooms through the inside lobby, and accessory uses that may include conference facilities, restaurants, bars, and recreation, fitness amenities and retail.

~~A building or portion thereof containing fifty (50) or more guest rooms, efficiency units or suites designed for the temporary lodging of transient guests rented on a daily basis and occupied for less than thirty (30) days. Ancillary facilities may include conference facilities, restaurants, bars, recreation facilities, ballrooms, banquet rooms and meeting rooms. Access to the guest quarters shall be through an inside lobby and corridors or from an exterior court which is within a secured area.~~

~~**HOTEL, APARTMENT** – Any hotel building containing a mixture of sleeping rooms and apartment suites for transient guests only, and which shall not serve as the primary or permanent residence of the occupants. Buildings designed as hotel apartments shall have not more than one-third (1/3) of the total units devoted to apartment suites. Dining rooms and lounges shall be permitted as accessory uses. Hotel apartment suites shall have a minimum gross floor area of five hundred (500) square feet.~~

HOTEL, CONDOMINIUM ~~– See "Hotel, Extended Stay."~~ ("Condo Hotel") – A building with individually owned condominium units intended to be made a part of the hotel inventory to be rented to the public and operated by the hotel management.

~~**HOTEL, EXTENDED STAY** – Any all-suite hotel that provides visitors with a full kitchen and more than five percent (5%) of its rooms are occupied for at least thirty (30) days and no more than one hundred and eighty (180) days.~~

~~**HOTEL, TIMESHARE** – The term shall include, but shall not be limited to, any building or part thereof in which the right of use or occupancy of any unit circulates among various occupants for specific periods of time less than a full year during any given year but not necessarily for consecutive years in accordance with a fixed time schedule on a periodically recurring basis extending for more than one (1) year. The determination that a building, or part thereof, is a time sharing hotel shall be made without regard to the form of ownership of the property or of the units therein and shall be immaterial whether the right of use or occupancy is derived from a leasehold or fee interest.~~

~~**HOTELS, BOUTIQUE** – A small luxury hotel containing ten (10) to fifty (50) guest rooms. Meal service is usually breakfast only, but in some instances high-quality dinner and/or lunch service and room service may also be provided.~~

…

MOTEL - A building or group of buildings providing lodging accommodations for transient guests, with guest rooms accessed individually from parking areas or external walkways. ~~A building or group of buildings designed to provide sleeping accommodations for transient or overnight guests. Each building shall contain a minimum of ten (10) residential units or rooms, which generally have direct access to a parking lot, street, drive, court, patio, etc.~~

~~**MOTEL APARTMENT** - Any motel building containing a mixture of sleeping rooms and apartment suites for transient guests only, and which shall not serve as the primary or permanent residence of the occupants. Buildings designed as motel apartments shall have not more than one-third (1/3) of the total units devoted to apartment suites. Dining rooms and lounges shall be permitted as accessory uses. Motel apartment suites shall have a minimum gross floor area of five hundred (500) square feet.~~

CHAPTER 2. LAND DEVELOPMENT PROCESS

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 2. Standard Applications

…

B. *Comprehensive Plan Amendments.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide a means for amending the city's Comprehensive Plan in accordance with F.S. Chapter 163.

b. Authority. The City Commission has the authority to amend the Comprehensive Plan upon compliance with the provisions of F.S. Chapter 163 and of this subsection. The City Commission has designated itself as the Local Planning Agency (LPA) for the city.

c. Types of Amendments. Amendments to the Comprehensive Plan include text amendments and site-specific amendments to the future land use map (FLUM).

2. Text Amendment. A text amendment to the Comprehensive Plan shall only be initiated by the city.

3. Future Land Use Map (FLUM) Amendment.

a. General.

(1) The purpose of this subsection is to provide a means for changing the boundaries and/or classifications of the FLUM through site-specific amendments to the Comprehensive Plan.

(2) A request for FLUM amendment for parcels of 10 (ten) acres or fewer shall be considered ~~either large scale or~~ small scale, based on F.S. Chapter 163.

~~(3) Applications for large scale FLUM amendments shall not be submitted more than two (2) times during any calendar year, except for those applications exempted by F.S. Chapter 163.~~

(~~4~~3) All privately initiated FLUM amendments shall be accompanied by an application to rezone to a zoning district consistent with the requested FLUM classification. See Section 2.D. below for the process by which lands are rezoned to a different zoning district.

….

D. *Rezoning, Including Master Plan.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide a means for changing the zoning district boundaries or designations through site-specific amendments to the official zoning map. It is not intended to relieve particular hardships or to confer special privileges or rights to any person, but only to make necessary adjustments in response to or based upon changed conditions.

b. Authority. The City Commission has the authority to amend the official zoning map upon compliance with the provisions of this subsection.

c. Initiation. Amendments to the official zoning map may be proposed by the owner (or agent) of the affected land or city-initiated.

d. Consistency with Future Land Use Map (FLUM) of Comprehensive Plan. No application to rezone lands may be submitted that would result in an inconsistency with the FLUM classification. See Section 2.B.3. above for the process by which to amend the FLUM classification.

e. Rezoning to Planned Zoning Districts. A master plan~~, along with the concurrent filing and review of a site plan application,~~ shall be required when a privately-initiated application is made to rezone lands to a planned zoning district. A site plan may be submitted concurrently or at a later date. ~~The master plan shall be an integral component of the rezoning application; however, c~~City-initiated rezoning can proceed in advance of the master plan/site plan submittal. The master plan shall be

reviewed in accordance with Section 2.D.6. below. See Section 2.F. below for additional regulations pertaining to the site plan application.

….

6. Master Plan.

a. General. The purpose of this subsection is to set forth well-defined application processes, review criteria, and uniform procedures for the rezoning of lands to planned districts (as defined by Chapter 1, Article II).

b. Submittal Requirements. Except as provided in Section 2.D.6.e below, ~~T~~the applicant is required to complete the rezoning application (see Section 1.D. above), ~~including that which pertains to master plan review, in addition to the site plan application~~, and provide all documentation required by the respective application checklist.

~~When a project is to be completed in two (2) or more phases, more than one (1) phase may be included in a single site plan, or individual site plans may be submitted for each phase and filed concurrently with the submittal of the master plan. The Director of Planning and Zoning may waive the requirement that all site plans be submitted simultaneously, provided that the site plan for the first phase is representative of the subsequent phase(s) and adequate to show compliance with all applicable development standards and regulations.~~

c. Review Criteria. The master plan shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the site plan shall be consistent with the master plan. See Section 2.F.3. below for the review criteria of a site plan.

d. Approval Process. A privately-initiated request to rezone ~~(~~and its accompanying master plan~~)~~ ~~shall be reviewed concurrently with the processing of the site plan application. Both applications~~ require review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

e. Expiration. A master plan ~~, which is an integral component of a rezoning application to a planned zoning district pursuant to except as provided in Section 2.D.1.e. above,~~ shall remain valid unless the corresponding site plan expires, ~~.~~ or if the site plan is not adopted within 18 months of the date of the master plan approval. In these instances, the official zoning map retains the planned zoning district designation, but the property does not possess a valid development order or development permit, and no permits may be granted by the city on the subject property. The submittal and approval of ~~a new rezoning application, which includes~~ a new or modified master plan, and ~~concurrent~~ a site plan application~~, except~~ as provided in Section 2.D.1.e. above, shall be required in order to commence development, redevelopment, or other site improvements.

f. Modification to Master Plan. Changes to master plans are either "minor" or "major" based on criteria within this section. A pre-application conference with staff is a prerequisite to filing an application for modification. The site plan must be consistent with the master plan; therefore, any request to modify a master plan may require the submittal of a concurrent request for site plan modification in accordance with Section 2.F.7. below. Staff shall consider the following factors in determining whether the proposed master plan modification is considered "major":

(1) The modification increases or decreases the buildable square footage (intensity) or number of dwelling units (density) by more than five percent (5%);

(2) The modification ~~either adds or~~ eliminates a point of ingress and egress;

(3) The modification ~~eliminates,~~ reduces~~, or changes the location of~~ the cumulative area of each the required or provided open spaces, green spaces, and pedestrian plazas ~~such that it diminishes their value, performance, efficiency, effectiveness, practicality,~~ by more than five percent (5%), changes the location of such spaces, or does not otherwise meet the intent of these Regulations;

~~(4) The modification causes the development to be below the development standard for the~~

~~zoning district in which it is located or any other applicable standard in the Land Development Regulations;~~

(4~~5~~) The modification alters the project so that the modified master plan does not resemble the approved master plan;

(5~~6~~) The modification affects or does not comply with a condition of approval of the preceding development order; and

(6~~7~~) The modification is proposed to a city-owned or operated facility and does not adversely impact adjacent properties and/or public lands.

g. Major Master Plan Modification.

(1) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(2) Review Criteria. The proposed master plan shall comply with the requirements of the respective zoning district of Chapter 3, Article III, and the site development standards described in Chapter 4.

(3) Approval Process. An application for major master plan modification requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(4) Expiration. A master plan shall remain valid unless the corresponding site plan expires, or if the site plan is not adopted within 18 months of the date of the master plan approval. ~~There is no expiration of a major master plan modification.~~

(5) Miscellaneous. At the time the City Commission approves a request for a major master plan modification, any previously approved master plan, including any conditions of approval, shall be null and void. All future development shall be consistent with the master plan, as modified and approved by the City Commission, including all corresponding conditions of approval.

h. Minor Master Plan Modification.

(1) Submittal Requirements. The applicant shall submit a letter explaining the modification(s) along with the master plan (in the number of copies specified by the Division). The applicant shall also provide consent from the property owner to file an application for the minor master plan modification.

(2) Review Criteria. The proposed master plan shall comply with the following: 1) all applicable conditions of approval of the preceding master plan; 2) requirements of the respective zoning district of Chapter 3, Article III; and 3) the site development standards described in Chapter 4.

(3) Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official. Upon approval of a minor master plan modification, all future development shall be consistent with the master plan, as modified, including all previously approved conditions of approval associated with the master plan.

….

F. *Site Plan, Including Time Extension and Modifications.*

….

8. Miscellaneous.

a. Site plan review shall be required in conjunction with a master plan when rezoning lands to a planned zoning district~~, except~~ as provided in Section 2.D.1.e. See Section 2.D.6. above for additional regulations pertaining to the rezoning process. In such instances, the site plan shall be consistent with the master plan.

….

CHAPTER 3. ZONING

ARTICLE III. ZONING DISTRICTS AND OVERLAYS

Sec. 1. Overview.

…

C. *Non-Residential Building and Site Regulations (Table 3-2).*

NON-RESIDENTIAL	C-1	C-2	C-3	C-4	CBD	PCD	M-1	PID	REC	PU
Density (dwelling units per acre):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Flexible[12]	N/A	N/A
Project Area, Minimum (acres)	N/A	N/A	N/A	N/A	N/A	3[11]	N/A	25[11]	N/A	N/A
Lot Area ~~per unit~~, Minimum (square feet):	9,000	5,000	15,000	5,000	15,000	Flexible	10,000	Flexible	43,560	8,000
Lot Frontage, Minimum:	75	50	75	50	75	Flexible	0	Flexible	100	75
Lot Depth, Minimum:	120	100	N/A	100	100	N/A	N/A	N/A	N/A	N/A
Lot Coverage, Maximum:	40%	40%	40%	40%	75%	40%[10]	60%	60%	N/A	N/A
Floor-Area-Ratio (FAR), Maximum:	0.40	0.50	0.50	0.50	N/A	0.50	0.50	0.50	0.50	1.00
Structure Height, Maximum (feet):	30[9]	25	45	45	45	45	45	45	45	45
Building Setbacks, Minimum (feet)[14]:										
Front	30	30	20	25	0	40	15	30	25	25[13]
Rear	20	20	20[2]	20[5]	20[6]	40	20[3]	30	25	25[13]
Interior side	10	15	0[1]	15[5]	0	30	15[4]	20	25	15[13]
Corner side	10	20	20	15[5]	8[7]	30	15	30	25	15[13]
Building Setbacks, Minimum if abutting a residential district (feet)[14]:										
Rear	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Interior side	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Corner side	30	30	30	30	N/A	N/A	N/A	N/A	N/A	N/A
Waterfront yard	N/A	N/A	N/A	N/A	8[8]	N/A	N/A	N/A	N/A	N/A

…

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN [13, 14]	MU-1	MU-2	MU-3	MU-4	MU-C
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A

All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	45	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. ~~Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Height bonus may be granted through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum~~.~~ width and design of the PZ. ~~Except for the Downtown District, where t~~The minimum PZ ~~width is 18', the minimum PZ in all other districts if 16 ft.~~ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line

requirements. - See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Locally registered historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (~~11~~15), MU-2 ~~-~~ - twenty-five (~~20~~25), MU-3 ~~-~~ - thirty-five (~~30~~35), MU-4 - forty~~thirty~~-five (~~35~~45) and MU-C - sixty~~forty~~ (~~40~~60) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~ Maximum FAR for MU-3 may be increased to 3.5 if abutting property with the Mixed Use High future land use classification.

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 14-009, passed 7-1-14; Am. Ord. 15-006, passed 3-2-15; Am. Ord. 16-023, passed 1-3-17; Am. Ord. 17-023, passed 9-19-17)

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Sec. 2. Residential Districts.

…

H. *IPUD Infill Planned Unit Development District.*

…

3. Building and Site Regulations (Table 3-12). The following building/site regulations apply to the entire IPUD development.

BUILDING/SITE REGULATIONS IPUD District	
Minimum project area:	None
Maximum project area:	Less than 5 acres
Minimum lot frontage [4]:	Flexible[1]
Minimum perimeter yard setbacks:	
Front:	Flexible[2]
Rear:	Flexible[2]
Interior side:	Flexible[2]
Corner side:	Flexible[2]
Maximum lot coverage:	50%
Minimum usable open space (per dwelling unit):	200 square feet
Maximum structure height:	45 feet[3]

[1] Individual lots within an IPUD development contain flexible standards relative to minimum required lot frontage and lot area for each unit. Pursuant to Chapter 3, Article IV, Section 3.D., a marina use shall require a minimum lot frontage of one hundred fifty (150) feet and a minimum average width of two hundred (200) feet.

[2] The minimum required perimeter building setbacks of an IPUD are flexible except where adjacent to single-family residential zoning. Where adjacent to single-family residential zoning, the required perimeter building setbacks of the IPUD shall resemble the setbacks of the adjacent development based upon the orientation of structures with said development. Also, perimeter buildings shall have an increased setback of one (1) additional foot for every foot of building height in excess of thirty (30) feet. If vegetation, screening, or other barriers and/or creative design on the perimeter of an IPUD achieve compatibility with adjacent uses, the city may grant some relief from the aforementioned requirement. A structure shall be considered to be on the perimeter if there is no intervening building between it and the property line. Project design along abutting roadway(s), including setbacks, shall be based on existing development patterns or applicable recommendation from the respective development plan.

[3] A lesser building height may be required for compatibility with adjacent development. See Note #2 above for additional setback requirements relative to building height.

[4] ~~Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.~~

…

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Sec. 5. Mixed-Use (Urban) Districts.

A. *General.*

…

3. Location and General Use Requirements.

a. General. The mixed use (urban) districts are intended for projects that promote sustainable design with respect to land use, energy conservation, resource management, and social equity. Rezoning to any of these districts is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The mixed use (urban) zoning districts shall be applied to selected geographic areas east of I-95, where a mixture of uses and building intensities is intended to implement the CRA Community Redevelopment Plan and urban design guidelines including goals involving compact design, transit-oriented development, employment, population, transportation, housing, public facilities, and environmental quality. Permitted uses and associated standards for development vary between the zoning districts each reflecting the importance of the district's location and relationship to the downtown. Maximum heights, densities, and intensities of development are regulated to achieve, in part, the intended vision as established within the CRA Community Redevelopment Plan for each of the six planning districts, while ensuring land use compatibility. A master plan as a whole, comprised of individual buildings and parcels, would be reviewed for compliance with the requirements below pertaining to a residential component to the project, Active, and Ccommercial uses on the first floor of a project.

b. Mixed Use 1 (MU-1), Mixed Use 2 (MU-2), and Mixed Use 3 (MU-3).

(1) In order to complement the revitalization efforts in the downtown area, these zoning districts shall be applied to lands consistent with the Comprehensive Plan Future Land Use Map and CRA Community Redevelopment Plan. See the Community Redevelopment Plan for specific recommendations on locations and boundaries.

(2) These MU districts are appropriate for low- to mid-rise developments that provide for medium density residential and low to medium intensity commercial and office uses.

(3) The review of these applications will emphasize compactness, aesthetics and design quality, and physical compatibility with adjacent land uses.

(4) Except where limited by Table 3-22 in Chapter 3, Article III, Section 5.C., all new developments within the MU-1 and MU-2 districts that contain a non-residential use shall front on streets designated as "arterial", or "collector", roadways on the Functional Classification of Roadways Map. All projects within the MU-3 district proposed within the transit core must contain a residential component, and all projects proposed within these Mixed Use intensity districts that front on an arterial road must have space on the first floor devoted to Ccommercial or ~~an~~ Aactive uses.

(5) Maximum height may be further limited in certain geographic areas to further applicable redevelopment plans and maintain compatibility with an abutting single-family district.

c. Mixed Use-4 (MU-4).

(1) The Mixed Use 4 (MU-4) district shall only be applied to land classified as mixed use-high (MXH) on the future land use map as recommended by the Community Redevelopment Plan.

(2) The MU-4 district is appropriate for high density/intensity development intended for designated nodes. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as “arterial” roadways on the Functional Classification of Roadways Map.

d. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development shall be consistent with the CRA Redevelopment Plan for the applicable district;;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

e. Mixed Use Core (MU-C).

(1) The Mixed Use C (MU-C) district shall only be applied to lands classified as mixed use-high (MX-H) on the future land use map.

(2) The MU-C district is appropriate for high density/intensity development intended for the downtown area. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as "arterial" roadways on the Functional Classification of Roadways Map.

f. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development based on the standards indicated in Table 3-22;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

B. *Use(s) Allowed.* See "Use Matrix, Table 3-28" in Chapter 3, Article IV, Section 3.D.

C. *Building and Site Regulations.*

1. Building and Site Regulation (Table 3-22).

-**MIXED USE, URBAN** [13,14] **(Overlay regulations may apply. See Section 8 below.)**	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park:	N/A	N/A	N/A	N/A	N/A
All other uses:	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	55	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	2.5	3.0	3.0	4.0	4.0
Build-to-line (ft.)[8]:					

All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setbacks, Minimum (ft.)[8]:					
Rear abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25	25	25	25	25
Side abutting					
Residential single-family:	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.
2. ~~Reserved.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Maximum heights may be increased in the DTODD through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone" (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum width and design of the PZ. The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) ~~to ten (10)~~ foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Listed eligible historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (15~~11~~), MU-2 ~~-~~ – twenty-five (25~~20~~), MU-3 ~~-~~ – thirty-five (35~~30~~), MU-4 ~~-~~ – forty-five ~~thirty-five~~ (45~~35~~) and MU-C - sixty~~forty~~ (60~~40~~) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.…

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

..

Sec. 8. Overlay Zones

A. *Martin Luther King Jr. Boulevard Overlay*

1. Intent. This overlay identifies a segment of the Martin Luther King Jr. Boulevard as an opportunity for redevelopment and revitalization. The ultimate design and site standards of this section are intended to create a traditional street corridor with pedestrian improvements, storefronts along the sidewalk, and a mixture of uses. The corridor is to contain an ambience supported by pleasant signage and building appearance, potted landscaping, store windows and public open spaces. This overlay is also appropriate for development of small properties to allow for consistency with the vision represented by the respective mixed use zoning district, and/or as an interim redevelopment mechanism until greater redevelopment occurs using the respective mixed use zoning district. All development within the Martin Luther King Jr. Boulevard corridor shall occur according to the provisions of the adopted plan as stated below.

2. Defined. The Martin Luther King Jr. Boulevard Overlay (MLKBO) is hereby established as the area defined by the parcels fronting on that portion of the Boulevard located east of Seacrest Boulevard and west of the railroad right-of-way, along with those parcels adjacent to the north and south of these parcels that front on the Boulevard if assembled and developed~~ment~~ as a unified project. Also included in the Overlay are the parcels with commercial underlying zoning located between NE 9th Avenue and NE 11th Avenue. ~~.~~

3. Use(s). Commercial Uses on the Ground Floor shall be required on the street frontage of MLK Jr. Boulevard. ~~Allowed. (See "Use Matrix" - Chapter 3, Article IV, Section 3.D.).~~

a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:
Dwelling, Single- family (detached)
Dwelling, Two-family (duplex)
Automobile Rental
Automotive, Major Repair
Automotive, Minor Repair
Auto/Car Wash, Self- serve Bay
Auto Dealer, New
Auto Dealer, Used
Auto/Car Wash (Polishing, Waxing, Detailing)
Automotive Window Tinting/Stereo Installation/Alarms
Drive-thru facilities
Gasoline Station
Group homes Type I, II, III, and IV
Adult entertainment

b. Any other automobile-oriented uses not listed above are prohibited.
(1) An “automobile oriented use” shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

c. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on Ground Floor.

d. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

4. Building and Site Regulations. Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

a. Parcels that have frontage along Martin Luther King Jr. Boulevard, Seacrest Boulevard, or NE 3rd Street shall provide for the required "Pedestrian Zone" (PZ). The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk, free from obstructions, measured from the centerline of street trees, and 3) an five (5) ~~eight (8)~~ foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

b. Notwithstanding the required build-to line and pedestrian zone requirements, portions of buildings and structures may be constructed in excess of the distance specified above, but not to exceed 15 feet when necessary to 1) optimize landscape design; 2) maximize on-site drainage solutions; 3) accommodate architectural features and building enhancements; and/or 4) to otherwise enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas in order to further the purpose and intent of the Overlay. Major deviations from the build-to line requirement above (in excess of 15 feet) may be allowed, but only with sufficient justification and contingent upon the approval of a Community Design Appeal application (see Chapter 2, Article II, Section 4.B).

c. Minimum interior side, ~~and~~ corner side, and rear setbacks ~~and rear setbacks~~ shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above).

d. Maximum building height shall be shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above)~~fifty-five (55) feet~~. Buildings fronting Martin Luther King Jr. Boulevard shall be a maximum of thirty-five (35) feet consistent for a depth of ten (10) feet.

e. Minimum building height shall be thirty (30) feet.

5. Parking. As required by Chapter 4, Article V, Section 3.D.

6. Landscape and Streetscape Design. See Chapter 4, Article II, Section 4.B.5.

…

C. *Cultural District Overlay*

…

4. Uses. ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Ocean Avenue.

…

D. Boynton Beach Boulevard Overlay (BBBO)

…

4. Uses: ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Boynton Beach Boulevard.

ARTICLE IV. USE REGULATIONS

…

Sec. 3. Use Regulations.

…

D. *Use Matrix (Table 3-28).*

P = Permitted C = Conditional A = Accessory	Residential										Commercial						Mixed-Use						Industrial		Misc	
	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	R-4	IPUD%	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-~~L~~1	MU-~~L~~2	MU-~~L~~3	MU-4	MU-~~H~~C	M-1	PID	PU	REC
RESIDENTIAL & LODGING																										
Accessory Dwelling Unit						P 36					P 36	P 36	P 36	P 36									P 36		P ~~20~~ 36	P ~~20~~ 36
Bed & Breakfast	C 37	C 37	C 37	C 37		C 37						C 37			C 37											
Dwelling, Single-family (detached)	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~					P ~~34~~								~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling, Two-family (duplex)					P ~~34~~	P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~ ~~38~~		~~C~~ ~~34~~	~~P~~ ~~34~~ ~~38~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~		C ~~34~~			~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling, Multi-family (including Townhomes)						P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~ ~~39~~		~~C~~ ~~34~~	~~P~~ ~~34~~ ~~39~~	P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P 34 6	~~P~~ 6 ~~34~~	~~P~~ 6 ~~34~~		P 27 ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling Units in Mixed Use Buildings						~~P~~ ~~18~~ ~~19~~ ~~34~~						~~P~~ ~~18~~ ~~19~~ ~~34~~			P ~~34~~		P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P ~~34~~ 6	P 6 ~~34~~	P 6 ~~34~~		P 27 ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Group Home Type 1 (2 per room up to 10 residents, limited service)	P 40	P 40	P 40	P 40	P 40	P 40																				
Group Home Type 2 (2 per room up to 14 residents, limited service)					P 14 40	C 40	C 40		C 40																	
Group Home Type 3 (comprehensive service)						C 14 40	C 14 40		C 40		C 40	C 40	P 40			P 40		C 40	C 40	C 40	C 40					
Hotel & Motel													P 41	P 41	P 41	P 41	C 41	C 41	C 41	C 41	P 41	P 41		P 41		
Home Occupations	P 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34								P 34	P 34	P 34	P 34	P 34					
Live-Work Units																	P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home										P 34																
~~Townhouse~~						~~P~~ ~~19~~ ~~34~~	~~P~~	~~P~~ ~~34~~	~~P~~ ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~		~~C~~ ~~34~~	~~P~~ ~~34~~	~~P~~ ~~34~~	~~P~~ ~~34~~	~~P~~ ~~34~~	~~P~~ ~~34~~	~~P~~ ~~34~~	~~P~~ ~~34~~		~~P~~ ~~27~~ ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~

…

6. General Note. This use is subject to requirements of Commercial/ Active uses on Ground Floor.~~For those projects with frontage on an arterial road, this use is allowed as a permitted use if the ground floor fronting the arterial is devoted to office or retail use; otherwise, conditional use approval shall be required~~.

a. Mixed-use projects within urban mixed-use zoning districts will meet the requirement for the Commercial Uses on Ground Floor by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and office.

b. Residential-only projects within MU-1, MU-2 and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District (as defined by the CRA Community Redevelopment Plan) will meet the requirement for the Active Uses on Ground Floor by using recommended design features.

…

20. Reserved. ~~General Note. This use is allowed as an accessory use to any lawful Arts Campus located within the Ocean Avenue Overlay Zone.~~

…

38. Reserved. ~~Dwelling, Two-Family (Duplex).~~

~~a. C-3 district and PCD district. A two-family dwelling (duplex) shall comply with the R-2 district regulations. See Chapter 3, Article III, Section 2.E.~~

39. Reserved. ~~Dwelling, Multi-Family.~~

~~a. C-3 district and PCD district. A multi-family dwelling shall comply with the R-3 district regulations. See Chapter 3, Article III, Section 2.F.~~

…

41. Hotel & Motel (includes ~~Boutique,~~ Extended-stay~~, Apartment, Timeshare Apartment~~).

~~a. C-3 District. Timeshare hotel shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~b. C-4 District. Boutique hotels and timeshare hotels are not listed as permitted uses.~~

c. ~~CBD District. Apartment hotels require conditional use approval.~~

~~d. PCD District. Timeshare apartments shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~e~~a. SMU District. Hotels require conditional use approval. ~~Apartment hotels, boutique hotels, and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

~~f~~b. MU-1 District, MU-2 District, and MU-3 District~~, and MU-4 District~~. Hotels require conditional use approval. ~~Timeshare hotels are not listed as permitted uses. Boutique hotels and m~~Motels are prohibited uses.

g. MU-4 District and MU-C District. ~~Boutique hotels require conditional use approval and must be integrated into a commercial or mixed use development and not exceed thirty percent (30%) of the gross floor area of the entire development. Apartment hotels and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

h. PID district. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Hotel (H) land use option.

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS

…

Sec. 3. Special Reductions in Required Off-Street Parking.

…

D. *Martin Luther King Boulevard Overlay Zone.* Parking space requirements shall be calculated in accordance with Section 2 above. ~~and~~ Any required parking for non-residential uses shall be reduced by fifty percent (50%).

S:\Planning\SHARED\WP\SPECPROJ\CODE REVIEW\CDRV 19-006 MLK Overlay and Use Matrix revisions Part I\EditsAndMLK_8.12.19-PostJIM.docx

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO.19-034 - FIRST READING - Approving efficiency improvements to the Site Plan Review Process (CDRV 19-007) through amendments to the LAND DEVELOPMENT REGULATIONS Chapter 2. *Land Development Process*, Article II. *Planning and Zoning Division Services*, Section 2. F. *Site Plan*, Including Time Extension and Modifications that begin implementing staff recommendations from the internal review of the City's development review process. Applicant: City-initiated.

EXPLANATION OF REQUEST:
In part to address customer service issues, staff commenced a comprehensive review of the City's development review process with the objective of improving efficiency, customer service and the image of the Department's operation. This effort began in May, 2019 and recommendations for improvement will be presented in phases as the evaluation project progresses.

The first round of changes are designed to make the site plan process more streamlined and efficient by allowing staff to grant administrative approval for more types of applications. The changes include:

- General: revisions to categories of applications to be exempted from site plan review.
- For new site plans:
  - Proposed criteria for identifying "major" site plan applications;
  - Revisions to the "Expiration" criteria to be applied to major site plans; and
  - Proposed new section for the "minor" site plan process.
- For modifications to site plans: revisions to the thresholds for determining "major" site plan applications.

The magnitude of reduction in review time varies by project type and size; however, processing time could be reduced by up to 3 months by reviewing an application administratively instead of through the full site plan review process. Projects that also require for example, the conditional use or variance processes (which require public hearings), would not be eligible for "minor" (e.g. administrative) processing.

The Planning & Development Board, at their August 27, 2019 meeting, recommended approval of the proposed code amendments, with the suggestion that staff consider the topic of public awareness of administrative reviews.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No impact on either programs or services

FISCAL IMPACT: No fiscal impact

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance amending Site Plan Review process
🗋	Staff Report	Staff report
🗋	Amendment	EXHIBIT A. LDR Amendments

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 2 "LAND DEVELOPMENT PROCESS", ARTICLE II. "PLANNING AND ZONING DIVISION SERVICES", SECTION 2. F. "SITE PLAN, INCLUDING TIME EXTENSION AND MODIFICATIONS" THAT BEGIN IMPLEMENTING STAFF RECOMMENDATIONS FROM THE INTERNAL REVIEW OF THE CITY'S DEVELOPMENT REVIEW PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the staff commenced a comprehensive review of the City's development review process with the objective of improving efficiency, customer service and the image of the Department's operation. This effort began in May, 2019 and recommendations for improvement will be presented in phases as the evaluation project progresses; and

WHEREAS, the first round of changes are designed to make the site plan process more streamlined and efficient by allowing staff to grant administrative approval for more types of applications; and

WHEREAS, the magnitude of reduction in review time varies by project type and size; however, processing time could be reduced by up to 3 months by reviewing an application administratively instead of through the full site plan review process.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 2, "Land Development Process", Article II "Planning and Zoning Division Services", Sec. 2F "Site Plan, Including Time Extension and Modifications" is hereby amended as follows:

Sec. 2. Standard Applications

F. *Site Plan, Including Time Extension and Modifications.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to set forth uniform procedures, well-defined application processes, and information to guide the review of site plan submittals. The applicant shall schedule a pre-application conference with staff and bring the proposed site plan. ~~It is also the intent to provide for separate submittal requirements and expedited review processes for those developments that qualify as a sustainable development (as defined by Chapter 1, Article II, Definitions) and meets the intent of the city's green building initiatives.~~

b. Applicability. New site plans are either "minor" or "major" based on criteria within this section. The following applications shall be considered "major": ~~No building permits shall be issued for projects requiring site plan approval until after the plan has been approved by the city. The following work shall be required to undergo site plan review as required by this section:~~

~~(1) All new developments;~~

~~(2) All modifications to existing development that expand floor area, require increased parking, intensify the use of a structure, or change the occupancy of a building;~~

~~(3) Exterior remodeling, alterations, modifications; or~~

~~(4) Community gardens containing storage and/or agricultural structures that are greater than one hundred (100) square feet as provided for in the Supplemental Regulations (Chapter 3, Article V, Section 3).~~

(1) Site plans containing more than ten (10) new multifamily dwelling units;

(2) Site plans for new non-residential structures over 15,000 square feet;

(3) Site plans requiring an application for Conditional Use;

(4) Site plans requiring a relief application; and

(5) Site plans for city-owned or operated facilities that causes a significant impact to abutting and adjacent properties, as determined by the Planning & Zoning Administrator.

c. Exemptions. The following work shall not be required to undergo site plan review as required by this chapter:

(1) The construction of a single-family home or a duplex;

~~(2) Interior renovations, except projects as specified in Section 2.F.1.b.(2) above;~~

~~(3) Installation of fire sprinklers;~~

~~(4) Replacement of existing electrical components;~~

~~(5) Installation of fire alarms; or~~

~~(6) Voluntary life safety responsive projects when endorsed by the Fire Marshal, Director of Development or Director of Planning and Zoning.~~

(2) Internal modifications to a structure including plumbing, electrical, and mechanical with no effect to the exterior of the structure;

(3) Any modification of an existing structure that does not increase the total size of the structure and does not change the building footprint;

(4) Addition of awnings, canopies, or ornamental structures;

(5) Pools, including redesign and relocation;

(6) Other minor structural additions or alterations, including stairs, porches, terraces, fencing, etc.;

(7) Garages and accessory structures in residential districts;

(8) New structures and additions to existing structures of fewer than 1,000 gross square feet in non-residential zoning districts;

(9) Any modification of, or addition to an existing site necessary to implement a Corrective Action Plan and/or the City's Chronic Nuisance Property Code (See Part II. Code of Ordinances, Chapter 15).

—

~~d. Waiver of Site Plan Review. Notwithstanding compliance with the concurrency regulations of Chapter 1, Article VI, the Director of Planning and Zoning or designee may waive the requirement for site plan review based upon all of the following factors:~~

~~(1) The remodeling, alteration, or redevelopment does not change the preexisting appearance or configuration of the buildings or site;~~

~~(2) The remodeling, alteration, or redevelopment does not reduce emergency vehicle access to the buildings or site;~~

~~(3) The change of use would not represent an increase in the minimum number of required off-street parking spaces;~~

~~(4) Compliance with the city's development regulations is maintained. The work shall be subject to site plan review in those instances when an applicant disputes a determination from the Director of Planning and Zoning regarding compliance; and~~

~~(5) Any work, improvement, or modification to a developed site or building that meets the intent of the city's green building initiatives.~~

2. Major Site Plan

a~~2~~. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

b~~3~~. Review Criteria. The site plan shall comply with the following: 1) requirements of the respective zoning district regulations of Chapter 3, Article III and~~;~~ 2) S~~s~~ite D~~d~~evelopment S~~s~~tandards described in Chapter 4, Article XII.~~; and 3) the best development practices in the sustainable and green checklist~~. See Section 2.D.6.c. above for additional regulations regarding the requirement that the site plan be consistent with the master plan when rezoning lands to a planned zoning district.

c.~~4~~. Approval Process. An application for site plan approval requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

d~~5~~. Expiration.

(1)~~a.~~ General. Upon approval of a site plan by the City Commission, the applicant shall have eighteen (18) months to secure a building permit from the Development Department.

~~b. Sustainable Development. If approved as a sustainable development, the applicant for a sustainable project shall be required to secure a building permit in the time period in accordance with Table 2-2:~~

~~(1) Table 2-2.~~

~~Property Size (in square feet)~~	~~Number of Dwelling Units (Residential Only)~~	~~Time Period~~
~~< 40,000 s.f.~~	~~< 80 du~~	~~3 years~~
~~> 40,000 s.f.~~	~~> 80 du~~	~~5 years~~

~~In addition, the applicant shall be required to submit an annual progress report to the Director of Planning and Zoning indicating the status of the project and any updates demonstrating its completion. The city reserves the right to revoke the development order of any sustainable development after the initial eighteen (18) months if it is subsequently determined that it is not a sustainable development. In these instances, the applicant may request a site plan time extension in accordance with Section 2.F.6. below.~~

(2)~~c.~~ Null and Void. All previous approvals shall be null and void if the applicant is unable to secure a building permit within the above timeframes. For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for site plan review purposes.

e.~~6.~~ Time Extension.

(1)~~a.~~ General. An applicant may request to extend the approval of a site plan for an additional time period, not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. For the purposes of the subsection, a "site plan" shall be construed to include either a new site plan or a major site plan modification. There is no limit to the number of extensions that may be requested.

(2)~~b.~~ Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(3)~~c.~~ Review Criteria. The site plan time extension shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the following information shall be used to justify an application for site plan time extension:

A.~~(1)~~ Are there any recently adopted amendments to the Comprehensive Plan, redevelopment plans, or Land Development Regulations that would cause the approved site plan in its current configuration to become noncompliant?

B.~~(2)~~ In determining good faith, some factors to be considered are the following: 1) the extent to which a land development permit (if applicable) has been applied for by the applicant and/or approved by the Engineering Division; 2) when construction approved by such land development permit has occurred (construction which is commenced immediately preceding expiration generally indicating a lack of good faith); 3) the extent to which there has been a bona fide continuous effort to develop but because of circumstances beyond the

control of the applicant, it was not possible to meet the time limitation; and 4) the applicant has applied for or secured any building permits, or other types of permits from external agencies, including anticipated dates for the issuance of the aforementioned permits?

C.~~(3)~~ Has the applicant paid any impact fees, including utilities or art in public places?

D.~~(4)~~ Does the site plan comply with the concurrency requirements and of Palm Beach County and the city's Land Development Regulations?

E.~~(5)~~ Other pertinent information can the applicant provide that would justify the request for site plan time extension?

(4)~~d.~~ Approval Process. An application for site plan time extension requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(5)~~e.~~ Expiration. Upon approval of site plan time extension by the City Commission, the applicant shall have the time approved by the City Commission to secure a building permit from the Development Department. All previous approvals shall become null and void if the applicant is unable to secure a building permit within the above timeframe.

(6)~~f.~~ Extension. The applicant may file a subsequent request for site plan time extension beyond that of the original extension; however, each subsequent request for site plan time extension shall be valid for a time period not to exceed one (1) year. Each subsequent request for site plan time extension shall be filed prior to the expiration date of the preceding site plan time extension period.

(7)~~g.~~ Miscellaneous. The original conditions of approval of the site plan are still applicable and must be addressed, unless otherwise approved by the City Commission. In granting such extensions the City Commission may require modification to or impose additional conditions of approval to the site plan.

3. Minor Site Plan

a. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

b. Review Criteria. The site plan shall comply with the following: 1) requirements of the respective zoning district regulations of Chapter 3, Article III and 2) Site Development Standards described in Chapter 4, Article XII. See Section 2.D.6.c. for additional regulations regarding the requirement that the site plan be consistent with the master plan when rezoning lands to a planned zoning district.

c. Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official.

d. . Expiration.

(1) General. Applicant shall have eighteen (18) months to secure a building permit from the Development Department.

(2) Null and Void. All previous approvals shall be null and void if the applicant is unable to secure a building permit within the above timeframes. For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the

type of permit necessary to extend the life of a development order for site plan review purposes.

e. Time Extension

(1) General. An applicant may request to extend the approval of a site plan for an additional time period, not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. For the purposes of the subsection, a "site plan" shall be construed to mean a minor site plan. There is no limit to the number of extensions that may be requested.

(2) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(3) Review Criteria. The site plan time extension shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the following information shall be used to justify an application for site plan time extension:

A. Are there any recently adopted amendments to the Comprehensive Plan, redevelopment plans, or Land Development Regulations that would cause the approved site plan in its current configuration to become noncompliant?

B. In determining good faith, some factors to be considered are the following: 1) the extent to which a land development permit (if applicable) has been applied for by the applicant and/or approved by the Engineering Division; 2) when construction approved by such land development permit has occurred (construction which is commenced immediately preceding expiration generally indicating a lack of good faith); 3) the extent to which there has been a bona fide continuous effort to develop but because of circumstances beyond the control of the applicant, it was not possible to meet the time limitation; and 4) the applicant has applied for or secured any building permits, or other types of permits from external agencies, including anticipated dates for the issuance of the aforementioned permits?

C. Has the applicant paid any impact fees, including utilities or art in public places?

D. Does the site plan comply with the concurrency requirements and of Palm Beach County and the city's Land Development Regulations?

E. Other pertinent information can the applicant provide that would justify the request for site plan time extension?

(4) Approval Process. An application for site plan time extension requires review by the Planning & Zoning Administrator.

(5) Expiration. Upon approval of site plan time extension the applicant shall have the time approved by the Planning & Zoning Administrator to secure a building permit from the Development Department. All previous approvals shall become null and void if the applicant is unable to secure a building permit within the above timeframe.

(6) Extension. The applicant may file a subsequent request for site plan time extension beyond that of the original extension; however, each subsequent request for site plan time extension shall be valid for a time period not to exceed one (1) year. Each subsequent request for site plan time extension shall be filed prior to the expiration date of the preceding site plan time extension period.

(7) Miscellaneous. The original conditions of approval of the site plan are still applicable and must be addressed, unless otherwise approved by the Planning & Zoning Administrator. In granting

such extensions staff may require modifications to or impose additional conditions of approval to the site plan.

4~~7~~. Modification to Site Plan.

a. General. An applicant may request to modify an approved site plan. Changes to site plans are either "minor" or "major" based on criteria within this section. The applicant shall schedule a pre-application conference with staff ~~and bring the proposed site plan and any other affected plan or exhibit to the meeting~~ to facilitate a preliminary review of the Site Plan. Site Plan Modifications shall be~~Staff shall consider the following factors in determining whether the proposed site plan modification is~~ considered "major" if any of the following apply:

(1) The modification increases the buildable square footage of the development by more than 15,000 square feet or twenty ~~five~~ percent (20~~5~~%), whichever is greater; the threshold increases to twenty-five~~ten~~ percent (25~~10~~%) if the project is certified by a third-party green certification process. ~~considered a sustainable development and meets the intent of the city's green building initiatives.~~

~~(2) The modification reduces the provided number of parking spaces below the required number of parking spaces.~~

(2~~3~~) The modification causes the development to be below the development standard for the zoning district in which it is located or any other applicable standard in the Land Development Regulations.

(3~~4~~) The modification has an adverse effect on adjacent or nearby property or reduces required physical buffers, such as fences, trees, or hedges.

(4~~5~~) The modification adversely affects the elevation design of the structure or reduces the overall design of the structure below the standards stated in the community design plan.

(5~~6~~) The modified development does not meet~~s~~ the concurrency requirements of the Boynton Beach Comprehensive Plan.

(6~~7~~) The modification alters the project so that the modified site plan does not reasonably resemble the approved site plan.

(7~~8~~) The modification affects or does not comply with a condition of approval of the development order.

(8~~9~~) The modification ~~is proposed~~ to a city-owned or operated facility ~~and~~ causes a significant ~~de minimus~~ impact to abutting and adjacent properties. ~~and/or public lands.~~

b. Major Modification.

(1) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(2) Review Criteria. The proposed major site plan modification shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

(3) Approval Process. An application for major site plan modification requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(4) Expiration. Upon approval of a major site plan modification by the City Commission, the applicant shall have eighteen (18) months to secure a building permit from the Development Department. All previous approvals shall be null and void if applicant is unable to secure a building permit within the above timeframe.

For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for a major site plan modification.

(5) Extension. An applicant may request to extend the approval of a major site plan modification for a time period not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. The request shall be processed in accordance with Section 2.F.6. above.

(6) Miscellaneous. At the time the City Commission approves a request for a major site plan modification, any previously approved site plan, including any conditions for approval, shall be null and void. All future development shall be consistent with the master site plan, as modified and approved by the City Commission, including all corresponding conditions of approval.

c. Minor Modification.

(1) Submittal Requirements. The applicant shall submit a letter explaining the modification(s) along with the affected plans and exhibits (in the number of copies specified by the Division). The applicant shall also provide consent from the property owner to file an application for the minor site plan modification.

(2) Review Criteria. The proposed minor site plan modification shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

(3) Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official. Upon approval of a minor site plan modification, all future development shall be consistent with the site plan, as modified, including all previously approved conditions of approval associated with the site plan.

Section 3. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 19-026

TO: Chair and Members
Planning & Development Board

FROM: Hanna Matras
Senior Planner

THROUGH: Ed Breese
Planning and Zoning Administrator

DATE: August 20, 2019

RE: Approve proposed code language implementing revisions to the site plan process (CDRV 19-007) - Amending the LAND DEVELOPMENT REGULATIONS Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services, Section 2. F. Site Plan, Including Time Extension and Modifications. Applicant: City-initiated.

EXPLANATION

The proposed changes are designed to make the site plan process more streamlined and effcient by allowing staff to grant administative approval for more types of applications. The changes include:

- General: revisions to categories of applications to be exempted from site plan review
- For new site plans:
  - Proposed criteria for "major" site plan applications;
  - Revisions of the "Expiration" criteria to be applied to major site plans; and
  - Proposed new section for the "minor" site plan process.
- For modifications to site plans: revision of the thresholds for a modification to be classified as "major."

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments as a continuation of the LDRs' assessment aimed to improve and modernize the development review processe in support of quality redevelopment and economic growth in the City.

Attachments

CHAPTER 2. LAND DEVELOPMENT PROCESS

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 2. Standard Applications

F. *Site Plan, Including Time Extension and Modifications.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to set forth uniform procedures, well-defined application processes, and information to guide the review of site plan submittals. The applicant shall schedule a pre-application conference with staff and bring the proposed site plan. ~~It is also the intent to provide for separate submittal requirements and expedited review processes for those developments that qualify as a sustainable development (as defined by Chapter 1, Article II, Definitions) and meets the intent of the city's green building initiatives.~~

b. Applicability. New site plans are either "minor" or "major" based on criteria within this section. The following applications shall be considered "major": ~~No building permits shall be issued for projects requiring site plan approval until after the plan has been approved by the city. The following work shall be required to undergo site plan review as required by this section:~~

~~(1) All new developments;~~

~~(2) All modifications to existing development that expand floor area, require increased parking, intensify the use of a structure, or change the occupancy of a building;~~

~~(3) Exterior remodeling, alterations, modifications; or~~

~~(4) Community gardens containing storage and/or agricultural structures that are greater than one hundred (100) square feet as provided for in the Supplemental Regulations (Chapter 3, Article V, Section 3).~~

(1) Site plans containing more than ten (10) new multifamily dwelling units;

(2) Site plans for new non-residential structures over 15,000 square feet;

(3) Site plans requiring an application for Conditional Use;

(4) Site plans requiring a relief application; and

(5) Site plans for city-owned or operated facilities that causes a significant impact to abutting and adjacent properties, as determined by the Planning & Zoning Administrator.

c. Exemptions. The following work shall not be required to undergo site plan review as required by this chapter:

(1) The construction of a single-family home or a duplex;

~~(2) Interior renovations, except projects as specified in Section 2.F.1.b.(2) above;~~

~~(3) Installation of fire sprinklers;~~

~~(4) Replacement of existing electrical components;~~

~~(5) Installation of fire alarms; or~~

~~(6) Voluntary life safety responsive projects when endorsed by the Fire Marshal, Director of Development or Director of Planning and Zoning.~~

(2) Internal modifications to a structure including plumbing, electrical, and mechanical with no effect to the exterior of the structure;

(3) Any modification of an existing structure that does not increase the total size of the structure and does not change the building footprint;

(4) Addition of awnings, canopies, or ornamental structures;

(5) Pools, including redesign and relocation;

(6) Other minor structural additions or alterations, including stairs, porches, terraces, fencing, etc.;

(7) Garages and accessory structures in residential districts;

(8) New structures and additions to existing structures of fewer than 1,000 gross square feet in non-residential zoning districts;

(9) Any modification of, or addition to an existing site necessary to implement a Corrective Action Plan and/or the City's Chronic Nuisance Property Code (See Part II. Code of Ordinances, Chapter 15).

~~d. Waiver of Site Plan Review. Notwithstanding compliance with the concurrency regulations of Chapter 1, Article VI, the Director of Planning and Zoning or designee may waive the requirement for site plan review based upon all of the following factors:~~

~~(1) The remodeling, alteration, or redevelopment does not change the preexisting appearance or configuration of the buildings or site;~~

~~(2) The remodeling, alteration, or redevelopment does not reduce emergency vehicle access to the buildings or site;~~

~~(3) The change of use would not represent an increase in the minimum number of required off-street parking spaces;~~

~~(4) Compliance with the city's development regulations is maintained. The work shall be subject to site plan review in those instances when an applicant disputes a determination from the Director of Planning and Zoning regarding compliance; and~~

~~(5) Any work, improvement, or modification to a developed site or building that meets the intent of the city's green building initiatives.~~

2. Major Site Plan

a~~2~~. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

b~~3~~. Review Criteria. The site plan shall comply with the following: 1) requirements of the respective zoning district regulations of Chapter 3, Article III and~~;~~ 2) S~~s~~ite D~~d~~evelopment S~~s~~tandards described in Chapter 4, Article XII.~~; and 3) the best development practices in the sustainable and green checklist~~. See Section 2.D.6.c. above for additional regulations regarding the requirement that the site plan be consistent with the master plan when rezoning lands to a planned zoning district.

c.~~4~~. Approval Process. An application for site plan approval requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

d~~5~~. Expiration.

(1)~~a.~~ General. Upon approval of a site plan by the City Commission, the applicant shall have eighteen (18) months to secure a building permit from the Development Department.

~~b. Sustainable Development. If approved as a sustainable development, the applicant for a sustainable project shall be required to secure a building permit in the time period in accordance with Table 2-2:~~

~~(1) Table 2-2.~~

~~Property Size (in square feet)~~	~~Number of Dwelling Units (Residential Only)~~	~~Time Period~~
~~< 40,000 s.f.~~	~~< 80 du~~	~~3 years~~
~~> 40,000 s.f.~~	~~> 80 du~~	~~5 years~~

~~In addition, the applicant shall be required to submit an annual progress report to the Director of Planning and Zoning indicating the status of the project and any updates demonstrating its completion. The city reserves the right to revoke the development order of any sustainable development after the initial eighteen (18) months if it is subsequently determined that it is not a sustainable development. In these instances, the applicant may request a site plan time extension in accordance with Section 2.F.6. below.~~

(2) ~~c.~~ Null and Void. All previous approvals shall be null and void if the applicant is unable to secure a building permit within the above timeframes. For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for site plan review purposes.

e.~~6.~~ Time Extension.

(1)~~a.~~ General. An applicant may request to extend the approval of a site plan for an additional time period, not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. For the purposes of the subsection, a "site plan" shall be construed to include either a new site plan or a major site plan modification. There is no limit to the number of extensions that may be requested.

(2)~~b.~~ Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(3)~~c.~~ Review Criteria. The site plan time extension shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the following information shall be used to justify an application for site plan time extension:

A.~~(1)~~ Are there any recently adopted amendments to the Comprehensive Plan, redevelopment plans, or Land Development Regulations that would cause the approved site plan in its current configuration to become noncompliant?

B.~~(2)~~ In determining good faith, some factors to be considered are the following: 1) the extent to which a land development permit (if applicable) has been applied for by the applicant and/or approved by the Engineering Division; 2) when construction approved by such land development permit has occurred (construction which is commenced immediately preceding expiration generally indicating a lack of good faith); 3) the extent to which there has been a bona fide continuous effort to develop but because of circumstances beyond the control of the applicant, it was not possible to meet the time limitation; and 4) the applicant has applied for or secured any building permits, or other types of permits from external agencies, including anticipated dates for the issuance of the aforementioned permits?

C.~~(3)~~ Has the applicant paid any impact fees, including utilities or art in public places?

D.~~(4)~~ Does the site plan comply with the concurrency requirements and of Palm Beach County and the city's Land Development Regulations?

E.~~(5)~~ Other pertinent information can the applicant provide that would justify the request for site plan time extension?

(4)~~d.~~ Approval Process. An application for site plan time extension requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(5)~~e.~~ Expiration. Upon approval of site plan time extension by the City Commission, the applicant shall have the time approved by the City Commission to secure a building permit from the Development Department. All previous approvals shall become null and void if the applicant is unable to secure a building permit within the above timeframe.

(6)~~f.~~ Extension. The applicant may file a subsequent request for site plan time extension beyond that of the original extension; however, each subsequent request for site plan time extension shall be valid for a time period not to exceed one (1) year. Each subsequent request for site plan time extension shall be filed prior to the expiration date of the preceding site plan time extension period.

(7)~~g.~~ Miscellaneous. The original conditions of approval of the site plan are still applicable and must be addressed, unless otherwise approved by the City Commission. In granting such extensions the City Commission may require modification to or impose additional conditions of approval to the site plan.

3. Minor Site Plan

a. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

b. Review Criteria. The site plan shall comply with the following: 1) requirements of the respective zoning district regulations of Chapter 3, Article III and 2) Site Development Standards described in Chapter 4, Article XII. See Section 2.D.6.c. for additional regulations regarding the requirement that the site plan be consistent with the master plan when rezoning lands to a planned zoning district.

c. Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official.

d. . Expiration.

(1) General. Applicant shall have eighteen (18) months to secure a building permit from the Development Department.

(2) Null and Void. All previous approvals shall be null and void if the applicant is unable to secure a building permit within the above timeframes. For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for site plan review purposes.

e. Time Extension

(1) General. An applicant may request to extend the approval of a site plan for an additional time period, not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. For the purposes of the subsection, a "site plan" shall be construed to mean a minor site plan. There is no limit to the number of extensions that may be requested.

(2) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(3) Review Criteria. The site plan time extension shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the following information shall be used to justify an application for site plan time extension:

A. Are there any recently adopted amendments to the Comprehensive Plan, redevelopment plans, or Land Development Regulations that would cause the approved site plan in its current configuration to become noncompliant?

B. In determining good faith, some factors to be considered are the following: 1) the extent to which a land development permit (if applicable) has been applied for by the applicant and/or approved by the Engineering Division; 2) when construction approved by such land development permit has occurred (construction which is commenced immediately preceding expiration generally indicating a lack of good faith); 3) the extent to which there has been a bona fide continuous effort to develop but because of circumstances beyond the control of the applicant, it was not possible to meet the time limitation; and 4) the applicant has applied for or secured any building permits, or other types of permits from external agencies, including anticipated dates for the issuance of the aforementioned permits?

C. Has the applicant paid any impact fees, including utilities or art in public places?

D. Does the site plan comply with the concurrency requirements and of Palm Beach County and the city's Land Development Regulations?

E. Other pertinent information can the applicant provide that would justify the request for site plan time extension?

(4) Approval Process. An application for site plan time extension requires review by the Planning & Zoning Administrator.

(5) Expiration. Upon approval of site plan time extension the applicant shall have the time approved by the Planning & Zoning Administrator to secure a building permit from the Development Department. All previous approvals shall become null and void if the applicant is unable to secure a building permit within the above timeframe.

(6) Extension. The applicant may file a subsequent request for site plan time extension beyond that of the original extension; however, each subsequent request for site plan time extension shall be valid for a time period not to exceed one (1) year. Each subsequent request for site plan time extension shall be filed prior to the expiration date of the preceding site plan time extension period.

(7) Miscellaneous. The original conditions of approval of the site plan are still applicable and must be addressed, unless otherwise approved by the Planning & Zoning Administrator. In granting such extensions staff may require modifications to or impose additional conditions of approval to the site plan.

47. Modification to Site Plan.

a. General. An applicant may request to modify an approved site plan. Changes to site plans are either "minor" or "major" based on criteria within this section. The applicant shall schedule a pre-application conference with staff and bring the proposed site plan and any other affected plan or exhibit to the meeting to facilitate a preliminary review of the Site Plan. Site Plan Modifications shall beStaff shall consider the following factors in determining whether the proposed site plan modification is considered "major" if any of the following apply:

(1) The modification increases the buildable square footage of the development by more than 15,000 square feet or twenty five percent (205%), whichever is greater; the threshold increases to twenty-fiveten percent (2510%) if the project is certified by a third-party green certification process. considered a sustainable development and meets the intent of the city's green building initiatives.

(2) The modification reduces the provided number of parking spaces below the required number of parking spaces.

(23) The modification causes the development to be below the development standard for the zoning district in which it is located or any other applicable standard in the Land Development Regulations.

(34) The modification has an adverse effect on adjacent or nearby property or reduces required physical buffers, such as fences, trees, or hedges.

(45) The modification adversely affects the elevation design of the structure or reduces the overall design of the structure below the standards stated in the community design plan.

(56) The modified development does not meets the concurrency requirements of the Boynton Beach Comprehensive Plan.

(67) The modification alters the project so that the modified site plan does not reasonably resemble the approved site plan.

(78) The modification affects or does not comply with a condition of approval of the development order.

(89) The modification is proposed to a city-owned or operated facility and causes a significant de minimus impact to abutting and adjacent properties. and/or public lands.

b. Major Modification.

(1) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(2) Review Criteria. The proposed major site plan modification shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

(3) Approval Process. An application for major site plan modification requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(4) Expiration. Upon approval of a major site plan modification by the City Commission, the applicant shall have eighteen (18) months to secure a building permit from the Development Department. All previous approvals shall be null and void if applicant is unable to secure a building permit within the above timeframe.

For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for a major site plan modification.

(5) Extension. An applicant may request to extend the approval of a major site plan modification for a time period not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. The request shall be processed in accordance with Section 2.F.6. above.

(6) Miscellaneous. At the time the City Commission approves a request for a major site plan modification, any previously approved site plan, including any conditions for approval, shall be null and void. All future development shall be consistent with the master site plan, as modified and approved by the City Commission, including all corresponding conditions of approval.

c. Minor Modification.

(1) Submittal Requirements. The applicant shall submit a letter explaining the modification(s) along with the affected plans and exhibits (in the number of copies specified by the Division). The applicant shall also provide consent from the property owner to file an application for the minor site plan modification.

(2) Review Criteria. The proposed minor site plan modification shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

(3) Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official. Upon approval of a minor site plan modification, all future development shall be consistent with the site plan, as modified, including all previously approved conditions of approval associated with the site plan.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-101 - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) to provide financial support to the Wells Landing, LLC in association with their application for the 9% tax credit for Low Income Housing Tax Credits and sign any related application documents to confirm such support.

EXPLANATION OF REQUEST:
On September 10, 2019, the CRA Board approved a Interlocal Agreement with the City of Boynton Beach for funding of the Local Government Contribution match of $625,750 in connection with Wells Landing LLC project in connection with their application for 9% Low Income Housing Tax Credit Program.

The application requires the Local Government to verify the contribution amount of $625,750 as part of Wells Landing, LLC (Centennial Management Corporation) application submission. The Local Government is the City of Boynton Beach. The interlocal that is being recommended provides for the financial support to be paid by the Boynton Beach Community Redevelopment Agency. Such contribution is dependent upon Centennial Management Corporation's 9% LIHTC Program application being successful.

Centennial Management Corporation as Wells Landing LLC will submit application to the Florida 9% Low Income Housing Tax Credit (LIHTC) Program in an attempt to secure funding for the proposed project.
The FHFC funding application requires a local government contribution. The Board has agreed to the requested amount of $625,750. However, the funding must come from a municipality therefore the CRA and City must enter into an interlocal agreement for the CRA to reimburse the City for the $625,750.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: There is no ultimate fiscal impact to the City of Boynton Beach.

ALTERNATIVES: Do not approve the interlocal.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ILA with CRA for Wells Landing Financial support
Interlocal Agreement	CRA ILA 9-10-19
Attachment	CRA Agenda item 9-10-19

RESOLUTION NO. R19-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE FINANCIAL SUPPORT TO WELLS LANDING, LLC IN ASSOCIATION WITH THEIR APPLICATION FOR THE 9% TAX CREDIT FOR LOW INCOME HOUSING TAX CREDITS AND SIGN ANY RELATED APPLICATION DOCUMENTS TO CONFIRM SUCH SUPPORT ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On September 10, 2019, the Boynton Beach Community Redevelopment Agency (CRA) Board approved an Interlocal Agreement with the City of Boynton Beach for funding of the Local Government Contribution match of $625,750 in connection with Wells Landing LLC project in connection with their application for 9% Low Income Housing Tax Credit Program; and

WHEREAS, the application requires the Local Government, which is the City of Boynton Beach, to verify the contribution amount of $625,750 as part of Wells Landing, LLC (Centennial Management Corporation) application submission; and

WHEREAS, the Interlocal Agreement that is being recommended provides for the financial support to be paid by the Boynton Beach Community Redevelopment Agency which contribution is dependent upon Centennial Management Corporation's 9% LIHTC Program application being successful; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign an Interlocal Agreement with the Boynton Beach Community Redevelopment Agency to provide financial support to the Wells Landing, LLC in association with their application for the 9% tax credit for Low Income Housing Tax Credits and sign any related application documents to confirm such support.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency to provide financial support to the Wells Landing, LLC in association with their application for the 9% tax credit for Low Income Housing Tax Credits and sign any related application documents to confirm such support, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

INTERLOCAL AGREEMENT BETWEEN CITY OF BOYNTON BEACH AND BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE FOR THE PAYMENT OF THE LOCAL GOVERNMENT CONTRIBUTION UNDER THE FLORIDA HOUSING FINANCE CORPORATION STATE APARTMENT LOAN PROGRAM FOR THE PROJECT KNOWN AS THE E. MARTIN LUTHER KING JR. COORIDOR REDEVELOPMENT PROJECT SITE TO BE DEVELOPED BY WELLS LANDING, LLC, PURSUANT TO CHAPTER 420, PART V, SECTIONS 420.5093 - 420.5099, FLORIDA STATUTES, PROVIDING AN EFFECTIVE DATE.

THIS AGREEMENT, made and entered into on the _____ day of 2019 by and between:

CITY OF BOYNTON BEACH, FLORIDA
a Florida municipal corporation
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33425
(hereinafter referred to as "CITY")

AND

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,
a Public Agency of the State of Florida
710 N. Federal Highway
Boynton Beach, Florida 33435
(hereinafter referred to as "CRA")

WITNESSETH:

WHEREAS, CITY and CRA ("Parties") desire to encourage the creation and development of Affordable and Workforce Housing within the City and the CRA; and

WHEREAS, the CRA has determined that the provision of Affordable and Workforce Housing within the CRA furthers the CRA's purpose of eliminating slum and blight; and

WHEREAS, the CRA has approved providing a financial incentive in the form of a local government match grant contribution ("Grant") in the amount not to exceed six hundred twenty five thousand seven hundred fifty and 00/100 dollars ($625,750) to assist the developer, Wells Landing LLC ("Grantee"), in the development of certain properties located on E. Martin Luther King Jr. Boulevard ("Project Site") in Boynton Beach, Florida, as described in Exhibit "A" attached hereto, and

WHEREAS, the Parties desire to enter into an Interlocal Agreement ("Agreement") for the City of Boynton Beach to pay the Grant, on behalf of the CRA, to the "Grantee," under the condition that the Grantee obtains an award of funding and underwriting approval of a 9% Low Income Housing Tax Credit Program allocation from the Florida Housing Finance Corporation by June 30, 2020, and

WHEREAS, CITY and CRA have determined that it is mutually beneficial and in the best interests of its citizens and residents to enter into this Agreement; and

WHEREAS, Part I of Chapter 163, Florida Statutes, as amended (the "Florida Interlocal Cooperation Act"), permits the Parties, as public agencies under the Interlocal Cooperation Act, to enter into interlocal agreements with each other to authorize one public agency to exercise, on behalf of the other public agency, jointly held powers, privileges or authorities which each such public agency shares in common and which each might exercise separately, permitting the public agencies to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geography, economy, population and other factors influencing the needs and development of such public agencies; and

WHEREAS, this Interlocal Agreement will become effective upon filing with the Clerk of the Court in the Fifteenth Judicial Circuit in accordance with the provisions of the Interlocal Cooperation Act; and

WHEREAS, CITY hereby represents to CRA that it has the authority, pursuant to the Interlocal Cooperation Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement; and

WHEREAS, CRA hereby represents to CITY that it has the authority, pursuant to the Interlocal Cooperation Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

Section 1. RECITALS

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM OF AGREEMENT

2.01 This Agreement shall be effective upon the approval of both parties and upon filing with the Clerk of the Court in the Fifteenth Judicial Circuit and shall terminate upon the earlier of the following: 1) the CRA reimbursing the CITY for final payment of the Grant not to exceed the amount of six hundred twenty five thousand seven hundred fifty and 00/100 dollars ($625,750) to Grantee consistent with the terms of this Agreement; or 2) the failure of Grantee to obtain award underwriting approval of a 9% Low Income Housing Tax Credit from Florida Housing Finance Corporation by June 30, 2020.

Section 3. DUTIES AND RESPONSIBILITIES OF THE PARTIES

3.01 The Parties agree that per Resolution No._____, the Grant shall be paid by the CITY to Grantee on behalf of the CRA. The Parties agree further that the CRA will reimburse the CITY for the payment of said Grant, within 30 days of CITY's notice of making payment. Payment shall be made to Grantee upon: 1) Grantee providing evidence that they have been awarded a Nine Percent (9%) Low Income

Housing Tax Credit Program funding from the Florida Housing Finance Corporation; and 2) a real estate closing for the sale of the project properties identified as Project Site on E. Martin Luther King Jr. Boulevard, in Boynton Beach, Florida, as described in Exhibit "A."

Section 5. RECORDS

5.01 CRA and CITY shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and for at least three (3) years after completion of the development of the on the Ocean Breeze East project site located at 700 N. Seacrest Boulevard in Boynton Beach, Florida, as described in Exhibit "A."

Section 6. ASSIGNMENT

6.01 The respective obligations of the parties shall not be assigned, in whole or in part, without the written consent of the other party.

Section 7. DEFAULT

7.02 If either party fails to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other party, the non-defaulting party may terminate this Agreement. Failure of any party to exercise its right in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

Section 8. COMPLIANCE WITH LAWS

8.01 CITY and CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

Section 9. VENUE

9.01 Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida.

Section 10. GOVERNING LAW

10.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 11. ENTIRE AGREEMENT

11.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 12. SEVERABILITY

12.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby so long as the Parties' rights and obligations contained in this Agreement are not materially prejudiced and the intentions of the Parties can continue to be achieved.

Section 13. NOTICES

13.01 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

CITY: Lori LaVerriere, City Manager
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

CRA:	Michael Simon, Executive Director Boynton Beach CRA 710 N. Federal Highway Boynton Beach, Florida 33435
Copies To:	James A. Cherof Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308
	Tara Duhy, Esquire Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, Florida 33401

Section 14. INTERPRETATION

14.01 This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH and the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF BOYNTON BEACH a municipal corporation organized and existing under the laws of the State of Florida

By: _____
Steven B. Grant, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency organized and existing under the laws of the State of Florida

By: _____
Steven B. Grant, Chair

Approved as to form:

CRA Attorney _____

EXHIBIT A
LEGAL DESCRIPTION

Property Control Number: 08-43-45-21-25-001-0080
Legal Description: FRANK WEBBER ADD LTS 8 & 9 (LESS S 10 FT RD R/W) BLK 1

Property Control Number: 08-43-45-21-25-001-0060
Legal Description: FRANK WEBBER ADD LTS 6 & 7 (LESS S 10 FT RD R/W) BLK 1

Property Control Number: 08-43-45-21-25-001-0040
Legal Description: FRANK WEBBER ADD LTS 4 & 5 (LESS NE 10TH AVE R/W) BLK 1

Property Control Number: 08-43-45-21-24-000-0010
Legal Description: MEEKS ADD TO BOYNTON LT 1

Property Control Number: 08-43-45-21-10-005-0050
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 5 BLK 5

Property Control Number: 08-43-45-21-10-005-0090
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 9 BLK 5

Property Control Number: 08-43-45-21-10-005-0100
Legal Description: PALM BEACH COUNTRY CLUB ESTS LTS 10 TO 13 INC BLK 5

Property Control Number: 08-43-45-21-04-000-0202
Legal Description: ROBERT WELLS SUB S 100 FT OF W 5 FT OF LT 20 & LTS 21 & 22 (LESS N 10 FT RD R/W)

Property Control Number: 08-43-45-21-10-004-0050
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 5 BLK 4

Property Control Number: 08-43-45-21-10-004-0060
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 6 BLK 4

Property Control Number: 08-43-45-21-10-004-0080
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 8 BLK 4

Property Control Number: 08-43-45-21-10-004-0090
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 9 BLK 4

Property Control Number: 08-43-45-21-10-004-0100
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 10 BLK 4

Property Control Number: 08-43-45-21-10-004-0130
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 13 BLK 4

Property Control Number: 08-43-45-21-18-000-1720
Legal Description: ARDEN PARK LT 172

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM

Name of Development: Wells Landing

Development Location: E Martin Luther King Blvd, east of intersection of N Seacrest Blvd, Boynton Beach
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of City of Boynton Beach commits $ 625,750.00 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: City of Boynton Beach Funds
(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Steven B. Grant
Print or Type Name

Mayor, City of Boynton Beach
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 07-2019)

CRA BOARD MEETING OF: September 10, 2019

OLD BUSINESS

AGENDA ITEM: 14.G.

SUBJECT:

Consideration of an Interlocal Agreement with the City of Boynton Beach for funding of the MLK Jr. Corridor Redevelopment Project with Centennial Management Corporation

SUMMARY:

As a result of the issuance of a Request for Proposals (RFP) and Developer Qualifications (RFQ), the CRA Board selected Centennial Management Corporation as the developer at their January 8, 2019 Board meeting for the mixed-use redevelopment on the CRA owned properties located within the E. Martin Luther King Jr. Boulevard Corridor.

Under the terms of the Purchase and Development Agreement, Centennial Management Corporation is required to submit an application to the Florida Housing Finance Corporation's (FHFC) 9% Low Income Housing Tax Credit (LIHTC) Program in an attempt to secure funding for the proposed project. As part of the application submission, the program requires various forms to be completed by the developer verifying the eligibility of the site such as roads and utilities. If an application includes a Local Government Match Form, the application carries with it additional points when entering the review. This form identifies the commitment by the local government entity to provide match funding for the project under the Local Government Match Contribution category (see Attachment I).

Because the application requires a "municipal or county" governmental entity to commit the funding and not an "agency", the Interlocal Agreement (ILA) will be responsible for reimbursing the City of Boynton Beach for funding released if the application is successful and the project receives an award of funding (see Attachment II).

The funding specified within the ILA and under the Local Government Match Contribution will only be expended if Centennial Management Corporation is successful at obtaining 9% LIHTC Program Funding.

If approved by the CRA Board, the ILA would be presented to the City Commission for approval at their September 17, 2019 meeting.

FISCAL IMPACT:

Fiscal Year 2019-2020 Budget, Project Fund Account 01-58200-406: not to exceed $625,750.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan, Heart of Boynton District (pages 105-118)

CRA BOARD OPTIONS:

1. Approve and execute the Interlocal Agreement with the City of Boynton Beach to provide the funding for the Local Government Match Contribution in the amount not to exceed $625,750 as requested under the 9% Low Income Housing Tax Credit Program application for the E. MLK Jr. Corridor Redevelopment Project with Centennial Management Corporation.

2. Do not approve or execute the Interlocal Agreement with the City of Boynton Beach to provide the funding for the Local Government Match Contribution in the amount not to exceed $625,750 as requested under the 9% Low Income Housing Tax Credit Program application for the E. MLK Jr. Corridor Redevelopment Project with Centennial Management Corporation.

ATTACHMENTS:

Description

- **Attachment I - 9% Low Income Housing Tax Credit Program Form**
- **Attachment II - Interlocal Agreement - Local Government Match**

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM

Name of Development: Wells Landing

Development Location: E Martin Luther King Blvd, east of intersection of N Seacrest Blvd, Boynton Beach
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of City of Boynton Beach commits $ 625,750.00 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: City of Boynton Beach Funds
(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Steven B. Grant
Print or Type Name

Mayor, City of Boynton Beach
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 07-2019)

INTERLOCAL AGREEMENT BETWEEN CITY OF BOYNTON BEACH AND BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE FOR THE PAYMENT OF THE LOCAL GOVERNMENT CONTRIBUTION UNDER THE FLORIDA HOUSING FINANCE CORPORATION STATE APARTMENT LOAN PROGRAM FOR THE PROJECT KNOWN AS THE E. MARTIN LUTHER KING JR. COORIDOR REDEVELOPMENT PROJECT SITE TO BE DEVELOPED BY WELLS LANDING, LLC, PURSUANT TO CHAPTER 420, PART V, SECTIONS 420.5093 - 420.5099, FLORIDA STATUTES, PROVIDING AN EFFECTIVE DATE.

THIS AGREEMENT, made and entered into on the _____ day of 2019 by and between:

CITY OF BOYNTON BEACH, FLORIDA
a Florida municipal corporation
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33425
(hereinafter referred to as "CITY")

AND

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,
a Public Agency of the State of Florida
710 N. Federal Highway
Boynton Beach, Florida 33435
(hereinafter referred to as "CRA")

WITNESSETH:

WHEREAS, CITY and CRA ("Parties") desire to encourage the creation and development of Affordable and Workforce Housing within the City and the CRA; and

WHEREAS, the CRA has determined that the provision of Affordable and Workforce Housing within the CRA furthers the CRA's purpose of eliminating slum and blight; and

WHEREAS, the CRA has approved providing a financial incentive in the form of a local government match grant contribution ("Grant") in the amount not to exceed six hundred twenty five thousand seven hundred fifty and 00/100 dollars ($625,750) to assist the developer, Wells Landing LLC ("Grantee"), in the development of certain properties located on E. Martin Luther King Jr. Boulevard ("Project Site") in Boynton Beach, Florida, as described in Exhibit "A" attached hereto, and

WHEREAS, the Parties desire to enter into an Interlocal Agreement ("Agreement") for the City of Boynton Beach to pay the Grant, on behalf of the CRA, to the "Grantee," under the condition that the Grantee obtains an award of funding and underwriting approval of a 9% Low Income Housing Tax Credit Program allocation from the Florida Housing Finance Corporation by June 30, 2020, and

WHEREAS, CITY and CRA have determined that it is mutually beneficial and in the best interests of its citizens and residents to enter into this Agreement; and

WHEREAS, Part I of Chapter 163, Florida Statutes, as amended (the "Florida Interlocal Cooperation Act"), permits the Parties, as public agencies under the Interlocal Cooperation Act, to enter into interlocal agreements with each other to authorize one public agency to exercise, on behalf of the other public agency, jointly held powers, privileges or authorities which each such public agency shares in common and which each might exercise separately, permitting the public agencies to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geography, economy, population and other factors influencing the needs and development of such public agencies; and

WHEREAS, this Interlocal Agreement will become effective upon filing with the Clerk of the Court in the Fifteenth Judicial Circuit in accordance with the provisions of the Interlocal Cooperation Act; and

WHEREAS, CITY hereby represents to CRA that it has the authority, pursuant to the Interlocal Cooperation Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement; and

WHEREAS, CRA hereby represents to CITY that it has the authority, pursuant to the Interlocal Cooperation Act, to execute any and all documents necessary to effectuate and to implement the terms of this Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

Section 1. RECITALS

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM OF AGREEMENT

2.01 This Agreement shall be effective upon the approval of both parties and upon filing with the Clerk of the Court in the Fifteenth Judicial Circuit and shall terminate upon the earlier of the following: 1) the CRA reimbursing the CITY for final payment of the Grant not to exceed the amount of six hundred twenty five thousand seven hundred fifty and 00/100 dollars ($625,750) to Grantee consistent with the terms of this Agreement; or 2) the failure of Grantee to obtain award underwriting approval of a 9% Low Income Housing Tax Credit from Florida Housing Finance Corporation by June 30, 2020.

Section 3. DUTIES AND RESPONSIBILITIES OF THE PARTIES

3.01 The Parties agree that per Resolution No._____, the Grant shall be paid by the CITY to Grantee on behalf of the CRA. The Parties agree further that the CRA will reimburse the CITY for the payment of said Grant, within 30 days of CITY's notice of making payment. Payment shall be made to Grantee upon: 1) Grantee providing evidence that they have been awarded a Nine Percent (9%) Low Income

Housing Tax Credit Program funding from the Florida Housing Finance Corporation; and 2) a real estate closing for the sale of the project properties identified as Project Site on E. Martin Luther King Jr. Boulevard, in Boynton Beach, Florida, as described in Exhibit "A."

Section 5. RECORDS

5.01 CRA and CITY shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and for at least three (3) years after completion of the development of the on the Ocean Breeze East project site located at 700 N. Seacrest Boulevard in Boynton Beach, Florida, as described in Exhibit "A."

Section 6. ASSIGNMENT

6.01 The respective obligations of the parties shall not be assigned, in whole or in part, without the written consent of the other party.

Section 7. DEFAULT

7.02 If either party fails to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other party, the non-defaulting party may terminate this Agreement. Failure of any party to exercise its right in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

Section 8. COMPLIANCE WITH LAWS

8.01 CITY and CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

Section 9. VENUE

9.01 Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida.

Section 10. GOVERNING LAW

10.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 11. ENTIRE AGREEMENT

11.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 12. SEVERABILITY

12.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby so long as the Parties' rights and obligations contained in this Agreement are not materially prejudiced and the intentions of the Parties can continue to be achieved.

Section 13. NOTICES

13.01 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

CITY: Lori LaVerriere, City Manager
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

CRA: Michael Simon, Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, Florida 33435

Copies To: James A. Cherof
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Tara Duhy, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

Section 14. INTERPRETATION

14.01 This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH and the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF BOYNTON BEACH a municipal corporation organized and existing under the laws of the State of Florida

By: _____
Steven B. Grant, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency organized and existing under the laws of the State of Florida

By: _____
Steven B. Grant, Chair

Approved as to form:

CRA Attorney
_____

EXHIBIT A
LEGAL DESCRIPTION

Property Control Number: 08-43-45-21-25-001-0080
Legal Description: FRANK WEBBER ADD LTS 8 & 9 (LESS S 10 FT RD R/W) BLK 1

Property Control Number: 08-43-45-21-25-001-0060
Legal Description: FRANK WEBBER ADD LTS 6 & 7 (LESS S 10 FT RD R/W) BLK 1

Property Control Number: 08-43-45-21-25-001-0040
Legal Description: FRANK WEBBER ADD LTS 4 & 5 (LESS NE 10TH AVE R/W) BLK 1

Property Control Number: 08-43-45-21-24-000-0010
Legal Description: MEEKS ADD TO BOYNTON LT 1

Property Control Number: 08-43-45-21-10-005-0050
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 5 BLK 5

Property Control Number: 08-43-45-21-10-005-0090
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 9 BLK 5

Property Control Number: 08-43-45-21-10-005-0100
Legal Description: PALM BEACH COUNTRY CLUB ESTS LTS 10 TO 13 INC BLK 5

Property Control Number: 08-43-45-21-04-000-0202
Legal Description: ROBERT WELLS SUB S 100 FT OF W 5 FT OF LT 20 & LTS 21 & 22 (LESS N 10 FT RD R/W)

Property Control Number: 08-43-45-21-10-004-0050
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 5 BLK 4

Property Control Number: 08-43-45-21-10-004-0060
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 6 BLK 4

Property Control Number: 08-43-45-21-10-004-0080
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 8 BLK 4

Property Control Number: 08-43-45-21-10-004-0090
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 9 BLK 4

Property Control Number: 08-43-45-21-10-004-0100
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 10 BLK 4

Property Control Number: 08-43-45-21-10-004-0130
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 13 BLK 4

Property Control Number: 08-43-45-21-18-000-1720
Legal Description: ARDEN PARK LT 172

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-035 - FIRST READING - Approve Ordinance establishing regulations regarding the posting of underage drinking signs.

EXPLANATION OF REQUEST:
Concerned Citizens have proposed that the City Commission adopt the proposed Ordinance which is intended to increase awareness of State prohibitions regarding the sale of alcohol to minors.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? n/a

FISCAL IMPACT: None

ALTERNATIVES: Not adopt the Code amendment.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

ORDINANCE 19-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF BOYNTON BEACH, CHAPTER 3, ALCOHOLIC BEVERAGES, ESTABLISHING REGULATIONS REGARDING THE POSTING OF UNDERAGE DRINKING SIGNS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida's Municipal Home Rule Powers Act, Chapter 166, *Florida Statutes*, the City of Boynton Beach may exercise any power for a municipal purpose unless otherwise expressly prohibited; and

WHEREAS, the City Commission of the City of Boynton Beach finds that underage drinking and the service of alcoholic beverages to minors is a problem in the City of Boynton Beach; and

WHEREAS, medical studies and highway statistics note serious health risks and adverse effects associated with consumption of alcoholic beverages by minors; and

WHEREAS, the general public should be informed regarding the law prohibiting service of alcoholic beverages to minors; and

WHEREAS, the general public should be informed regarding the penalties associated with the sale or provision of alcoholic beverages to minors; and

WHEREAS, the posting of signs with such information by vendors and certain other dispensers of alcoholic beverages warning of the prohibition against and the penalties associated with the sale or provision of alcoholic beverages to minors will make the public aware of the possible consequences of providing alcoholic beverages to underage minors; and

WHEREAS, the Palm Beach County Substance Awareness Coalition has endorsed the posting of these types of signs as an effective measure to generate awareness and deterrence of the provision of alcoholic beverages to underage minors; and

WHEREAS, the City Commission of the City of Boynton Beach finds that it will serve the public health, safety and welfare of the citizens of the City of Boynton Beach to inform the public as to penalties associated with selling alcohol to minors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, that:

SECTION 1: The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

SECTION 2: The City Commission of the City of Boynton Beach, Florida hereby finds that underage drinking and the service of alcoholic beverages to minors is a problem in the City of Boynton Beach and that medical studies and highway statistics note serious health risks and adverse effects associated with consumption of alcoholic beverages by minors. The Commission further declares and finds that the general public should be informed regarding the law prohibiting service of alcoholic beverages to minors and the penalties associated with the sale or provision of alcoholic beverages to minors and that the posting of signs with such information by vendors and certain other dispensers of alcoholic beverages warning of the prohibition against and the penalties associated with the sale or provision of alcoholic beverages to minors will make the public aware of the possible consequences of providing alcoholic beverages to underage minors. The Commission further finds that the Palm Beach County Substance Awareness Coalition has endorsed the posting of these types of signs as an effective measure to generate awareness and deterrence of the provision of alcoholic beverages to underage minors. Accordingly, the Commission finds that it will serve the public health, safety and welfare of the citizens of the City of Boynton Beach to inform the public as to penalties associated with selling alcohol to minors.

SECTION 3: The Code of Ordinances of the City of Boynton Beach at Chapter 3, Alcoholic Beverages, Section 3-1, Definitions, is hereby amended to add the following definitions. All other provisions of Section 3-1 shall remain unchanged.

Sec. 3-1. – Definitions.

****

Business establishment includes, but is not limited to, any place of business or any club, organization, person, firm, corporation or partnership, such as: a golf club; country club; veteran's fraternal or benevolent organization; grocery store; drug store; nightclub; bottle club; cocktail bar; hotel bar; tavern; bona fide restaurant; restaurant bar; grill; filling station; convenience store; package store; or any other building; structure or location or portion thereof, wherein one person directly or indirectly pays another for purchase or dispensing of an alcoholic beverage.

****

Conspicuously posted means clearly visible, easily readable and immediately apparent upon viewing.

***

Dispense means storing, handling, apportionment, preparation, gift, distribution, or serving, directly or indirectly, of any amount of an alcoholic beverage to or for any person by any officer, owner, operator, lessee, or employee of a business establishment. For purpose of this definition, permitting or allowing any person to carry alcoholic beverages on the premises of any business establishment to be consumed thereon shall constitute the "dispensing" of such beverages.

***

Minor means any individual under the legal drinking age as set forth in F.S. §§ 562.11 and 562.111, as may be amended or replaced.

***

Person means an individual, person, firm, joint venture, partnership, corporation, estate, trust, business trust, syndicate, fiduciary, association, and all other groups or combinations.

***

Sale means any transfer of an alcoholic beverage for consideration, or any gift of any alcoholic beverage in connection with or as a part of a transfer of any property or product for consideration.

Vendor of alcoholic beverages means any person who owns or operates a business establishment which sells or dispenses any alcoholic beverages for consumption on or off the premises.

SECTION 4: The Code of Ordinances of the City of Boynton Beach at Chapter 3, Alcoholic Beverages, Section 3-5, Possession or consumption prohibited, is hereby amended to add subsections (c) and (d) which shall read as shown below. All other provisions of Section 3-5 shall remain unchanged.

Sec. 3-5. – Possession or consumption prohibited

****

c) All persons who own or operate a business establishment in the city which sells or dispenses alcoholic beverages for consumption on or off the premises shall conspicuously post a notice within said business establishment in such a place where alcoholic beverages are either displayed, purchased, or consumed. Such notice shall comply with the requirements of this section. Failure to post such required notice pursuant to the requirements of this section shall constitute a violation of this ordinance. This restriction shall not apply to:

1. A bona fide restaurant without a restaurant bar. Such places of business shall conspicuously post a notice within said business establishment in such a place where it will be visible to all employees of said business.

d) Required notice shall consist of one or more signs or notices, each of which is not less than ninety-three square inches (8-1/2" x 11"), with at least 30-point type, which contains the following information, clearly discernable by persons to whom alcoholic beverages may be sold or dispensed:

1. It is unlawful to purchase alcohol if you are under 21 years of age.

2. It is unlawful to sell or dispense alcohol to persons under 21 years of age, unless exempt pursuant to sections 562.11 or 562.13, Florida Statutes.

3. The penalties associated with the sale or dispensing of alcoholic beverages to persons under 21 years of age include imprisonment in county jail for a period of up to 60 days, a fine up to $500, or both.

4. A telephone number to report those who are in violation of the law. Such telephone numbers may include but are not limited to:

a. 211 Palm Beach County;

b. 561-650-6840 – Division of Alcoholic Beverages and Tobacco.

c. 1-877 MEANS 21 (877-632-6721)

SECTION 5: Authority is hereby granted to codify the text amendments set forth in Sections 2 through 4 of this Ordinance.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: Should any section or provision of this Ordinance or any portion, paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

SECTION 8: This Ordinance shall take effect in accordance with law.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE THIS _____day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____

VOTE _____

ATTEST:

_____

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: City Commission is requested to review the Lien Modification Order issued by the Special Magistrate at the August 21, 2019 hearing for case # 11-2277.

EXPLANATION OF REQUEST:
CASE HISTORY CASE 11-2277
OWNER – TANG SERVICES INC
REGISTERED AGENT – STUART G. REINFIELD

PROPERTY ADDRESS: 2412 TUSCANY WAY (NON-HOMESTEADED)

8/22/11 - Notice of Violation issued for renting unit without first obtaining a business tax receipt.

3/11/12 - Notice of Formal Hearing mailed certified to owner at address listed on tax roll and to registered agent at their mailing address listed on Florida Division of Corporations.

3/27/12 - Registered Agent received the notice of the Code Compliance Board hearing; however, the notice sent to the owner was returned not deliverable.

5/16/12 - Code Compliance hearing results: comply by 5/26/12 or $100.00 per day fine plus admin charge.

7/18/12 - Property was in noncompliance and at the Fine Certification Hearing – Board certified fine along with $634.12 admin fee.

8/03/12 - Lien recorded.

7/25/19 - Brought case into compliance by inspection of unit and paying overdue business tax fees from 2013 to 2017.

8/02/19 - Application fee for the lien reduction paid in the amount of $200.00.

8/06/19 - Property came into compliance with the violation and the total lien amount is $261,500.00 plus the $634.12 admin fee.

8/21/19 - Special Magistrate lien reduction hearing – Magistrate recommended to reduce the lien from $262,134.12 to $15,112.65 (includes the unpaid admin fee of ($634.12) - 94% reduction.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Staff Report	Case History Summary
🗋	Letter	Commission Review of Lien Reduction Request

CASE HISTORY CASE 11-2277

OWNER – TANG SERVICES INC
REGISTERED AGENT – STUART G. REINFIELD

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SIMON AND SCHMIDT
ATTORNEYS AT LAW
766 SE 5TH AVENUE
DELRAY BEACH, FLORIDA 33483

ERNEST G. SIMON

TELEPHONE (561) 278-2601
FAX (561) 265-0286

DAVID W. SCHMIDT

August 26, 2019

Certified Mail
Return Receipt No. 70160910000082213259

Lori LaVerriere, City Manager
City of Boynton Beach
3301 Quantum Boulevard
Suite 101
Boynton Beach, Florida 33426

Re: Code Case #11-2277
My File No. 8222

Dear Ms. LaVerriere:

Our office represents Tang Services, Inc., the owner of 2412 Tuscany Way, Boynton Beach, Florida 33435.

Pursuant to Section 2-90(3), my client is requesting a review by the City Commission of the enclosed lien reduction order dated August 22, 2019.

Please contact me if you have any questions or require any further information.

Sincerely yours,

David W. Schmidt

RECEIVED

AUG 29 2019

CITY MANAGER'S OFFICE

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-036 - FIRST READING - PUBLIC HEARING - Approve the change in qualifying dates for candidates for the March 17, 2020 municipal election.

EXPLANATION OF REQUEST:
The Palm Beach County Supervisor of Elections (SOE), has asked all municipalities to change their Candidate Qualifying dates in order to comply with Florida Statutes 101.062(4)(a)&(b) which requires mailing of Vote by Mail Ballots 45 days prior to a General Election to military and overseas voters and 35 to 28 days prior to the election for all other Vote by Mail ballots. Municipal Elections are considered General Elections.

The election management system used by the SOE Office only allows all municipal elections to be entered at one time. Therefore, if our candidates names are not available to be printed on the Vote by Mail ballots and sent 45 days prior to the election due to our qualifying dates, all municipalities will be out of compliance with Florida law.

The City's qualifying period is set forth in Article III, Section 40 of the City Charter. Sections 100.3605 and 166.021, Florida Statutes, provide that qualifying dates in a municipal charter may be amended without a referendum.
The new qualifying period for the March 17, 2020 election would be from noon on Tuesday, November 26, 2019 to noon on Tuesday, December 10, 2019. Following the March 17, 2020 election and any subsequent runoff election, the qualifying period for the City's elections will thereafter comply with the City's Charter.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The conduct of municipal elections is a state mandate to conduct the business of the City.

FISCAL IMPACT:
The Supervisor of Elections could refuse to offer services to the City of Boynton Beach. Another source for equipment and processing of votes would have to be obtained.

ALTERNATIVES: Do not change the qualifying dates and place all municipalities out of compliance with State statutes and risk the Palm Beach County SOE Office refusing to assist with our elections.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance amending qualifying dates for 2020 Election

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING QUALIFYING DATES SET FORTH IN ARTICLE III, SECTION 40 OF THE CITY'S CHARTER TO AMEND THE DATES FOR QUALIFYING FOR THE MARCH 17, 2020 CITY ELECTION ONLY PURSUANT TO SECTIONS 100.3605 AND 166.021, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 40 of the City' Charter provides for a qualifying period for the City's General Municipal Elections to be from the last Tuesday in January to the First Tuesday in February of the year in which the election is to be held; and,

WHEREAS, the Palm Beach County Supervisor of Elections has advised all municipalities in Palm Beach County that in order for her to comply with legal timelines for ballots for the statewide elections, all municipal qualifying periods must occur earlier than the dates set forth in the City's Charter; and,

WHEREAS, Section 100.3605, Florida Statutes, provides authority for municipalities to move their election and qualifying dates without referendum; and,

WHEREAS, Section 166.021(4), Florida Statutes, exempts changes to qualifying dates from the referendum requirement for amending a municipal charter; and,

WHEREAS, pursuant to Sections 100.3605 and 166.021(4), Florida Statutes, the qualifying period for City General Municipal Election to be held on March 17, 2020 shall be amended, and shall be from noon on Tuesday, November 26, 2019 to noon on Tuesday, December 10, 2019.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The City Commission hereby amends the qualifying period for the City's 2020 General Election scheduled to be held on Tuesday, March 17, 2020 as follows:

(a) Qualifying period for Candidates will be from noon on Tuesday, November 26, 2019 to noon on Tuesday, December 10, 2019.~~Candidates for City Commission shall file such papers and pay such fees as may be required by law with the City clerk no sooner than noon on the first Tuesday of January, nor later than noon on the second Tuesday in January, of the year in which the election is to be held except for those years in which the first Tuesday in January is January 1, and in those years any resident of the City who wishes to become a candidate for a Commission member seat shall qualify with the City clerk no sooner than noon on the second Tuesday of January, nor later than noon on the third Tuesday in January in those years in which the election is to be held. The City Clerk shall transmit the names of all candidates for City Commission to the Supervisor of Elections by 5:00 p.m. on the first Friday after the close of qualifying.~~

Section 3. ~~Article III, entitled "Municipal Court," Section 40 entitled "Call by Mayor, publication of proclamation; qualification of candidates, filing by candidates with City Clerk; notification of Supervisor of Elections" is hereby deemed amended as provided in Section 2 herein above, and reads as follows:~~

~~All general and special elections, unless otherwise provided in this Act, shall be called by resolution adopted by the City Commission, and in conformance with applicable state law,~~

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

~~and published in a newspaper of general circulation in the City of Boynton Beach, Florida, once a week for two (2) consecutive weeks, and such election that may be held upon such notice.~~

~~Candidates for City Commission shall file such papers and pay such fees as may be required by law with the City clerk no sooner than noon on the first Tuesday of January, nor later than noon on the second Tuesday in January, of the year in which the election is to be held except for those years in which the first Tuesday in January is January 1, and in those years any resident of the City who wishes to become a candidate for a Commission member seat shall qualify with the City clerk no sooner than noon on the second Tuesday of January, nor later than noon on the third Tuesday in January in those years in which the election is to be held. The City Clerk shall transmit the names of all candidates for City Commission to the Supervisor of Elections by 5:00 p.m. on the first Friday after the close of qualifying.~~ Nothing herein is intended to create a permanent change to the City's charter. Following the March 17, 2020 election and any subsequent runoff election, the qualifying period for Boynton Beach Municipal elections shall thereafter comply with the City's Charter.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 6. This Ordinance shall take effect immediately upon its adoption.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R19-102 - Authorize the Mayor sign a purchase and sale agreement selling a portion of Tract I in Quantum Park Overlay Development District to FH Quantum LLC, which own 3301 Quantum Blvd subject to the conditions of use by FH Quantum LLC.

EXPLANATION OF REQUEST:
The City accepted ownership of Tract I with Quantum Park at Boynton Beach PID. A portion of this parcel is a small finger canal which is a portion of a lake utilized for stormwater management for the surrounding parcels. This portion of the parcel is very difficult to maintain by the City as a water body due to it's shape and size.

The adjacent property owner has requested to purchase a portion of the tract as described in the legal description to increase the parking area for 3301 Quantum Blvd to allow for additional employee growth for the main tenant in the building. The small finger canal would be filled by the proposed owner and additional volume added to the lake to compensate for the filled volume. The parcel would then be developed as parking and will comply with all City development regulations. The parcel does not have any marketable value in it's current condition

Staff has reviewed the proposed concept plan for the parking and determined that it would be a compatible use. The purchase and sale of the property is contingent on the ability of the proposed owner to receive all necessary permits and approval to construct the improvements.

This proposed purchase will facility economic development within the City by providing space for company NEXT to further develop their workforce within the City.

Code of Ordinances Sec. 2-56. Purchasing agent, selection, duties; competitive bidding.

…

(c) Real property. Real property may be sold in the manner recommended by the City Manager and determined by the City Commission to be in the best interest of the city. With regard to the sale of any real estate owned by the city which has an appraised value exceeding $100,000.00 as determined by the most recent valuation of the Palm Beach County Property Appraiser, no such sale shall be conducted or consummated until such time as subject property has been appraised by a disinterested qualified appraiser to be designated by the city commission for the purpose of establishing a fair market value thereon. The sale of real property for less than the fair market value shall require the approval by a vote of four-fifths (4/5) of the City Commission.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The complete of this project will decrease maintenance cost to the City and increase ad valorem tax value of the property.

FISCAL IMPACT: Non-budgeted There is no fiscal impact to the City

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving the Purchase and Sale of property to FH Quantum
🗋	Attachment	Legal Description

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT, SUBJECT TO REVIEW AND FINAL APPROVAL BY THE CITY ATTORNEY'S OFFICE, SELLING A PORTION OF TRACT I IN QUANTUM PARK OVERLAY DEVELOPMENT DISTRICT TO FH QUANTUM LLC, SUBJECT TO THE CONDITIONS OF USE BY FH QUANTUM LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City accepted ownership of Tract I with Quantum Park at Boynton Beach PID which has a portion of the parcel being a small finger canal and is a portion of a lake utilized for stormwater management for the surrounding parcels; and

WHEREAS, the adjacent property owner has requested to purchase a portion of the tract as described in the legal description to increase the parking area for 3301 Quantum Blvd to allow for additional employee growth for the main tenant in the building; and

WHEREAS, Staff has reviewed the proposed concept plan for the parking and determined that it would be a compatible use and that the property does not have any marketable value in it's current condition; and

WHEREAS, the purchase and sale of the property is contingent on the ability of the proposed owner to receive all necessary permits and approval to construct the improvements; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the Mayor to sign a Purchase and Sale Agreement subject to review and final approval by the City Attorney's office, selling a portion of Tract I in Quantum Park Overlay Development District to FH Quantum LLC, subject to the conditions of use by FH Quantum LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF

THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission does hereby approve and authorize the Mayor to sign a Purchase and Sale Agreement, subject to review and final approval by the City Attorney's office, selling a portion of Tract I in Quantum Park Overlay Development District to FH Quantum LLC, subject to the conditions of use by FH Quantum LLC.

Section 3. A copy of the final Purchase and Sale Agreement will be attached hereto as Exhibit "A".

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

EXHIBIT "A"

DESCRIPTION:

A PORTION OF WATER MANAGEMENT TRACT "I", QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57 AT PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "I"; THENCE, ALONG THE EAST LINE OF SAID TRACT "I", SOUTH 49°50'39" WEST, A DISTANCE OF 370.00 FEET; THENCE, DEPARTING SAID EAST LINE OF TRACT "I", NORTH 35°56'22" WEST, A DISTANCE OF 151.04 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF WETLAND TRACT "W" OF SAID QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2; THENCE, ALONG SAID EAST LINE OF TRACT "W" THE FOLLOWING SIX (6) COURSES, NORTH 65°52'10" EAST, A DISTANCE OF 87.38 FEET; THENCE NORTH 11°13'25" EAST, A DISTANCE OF 54.70 FEET; THENCE NORTH 10°45'05" EAST, A DISTANCE OF 109.60 FEET; THENCE NORTH 10°55'40" WEST, A DISTANCE OF 48.52 FEET; THENCE NORTH 08°17'54" EAST, A DISTANCE OF 110.24 FEET; THENCE NORTH 34°06'54" EAST, A DISTANCE OF 25.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT "I" AND THE SOUTH LINE OF TRACT "B" (QUANTUM BOULEVARD) OF SAID QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO. 2 AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 450.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 34°06'54" WEST; THENCE, ALONG SAID NORTH LINE OF TRACT "I" AND SOUTH LINE OF SAID TRACT "B" AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°43'45", A DISTANCE OF 123.54 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40°09'21" EAST, A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 80,266 SQUARE FEET OR 1.8426 ACRES, MORE OR LESS.
SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

LEGEND/ABBREVIATIONS

℄ – CENTERLINE
FPL – FLORIDA POWER & LIGHT COMPANY
LB – LICENSED BUSINESS
P.B. – PLAT BOOK
PG. – PAGE
POB – POINT OF BEGINNING
QC – QUANTUM COMMUNICATIONS, INC.
SB – SOUTHERN BELL
U.E. – UTILITY EASEMENT

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N49°50'39"E ALONG SOUTH LINE OF SECTION 15, TOWNSHIP 46 SOUTH, RANGE 42 EAST, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON SEPTEMBER 9, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

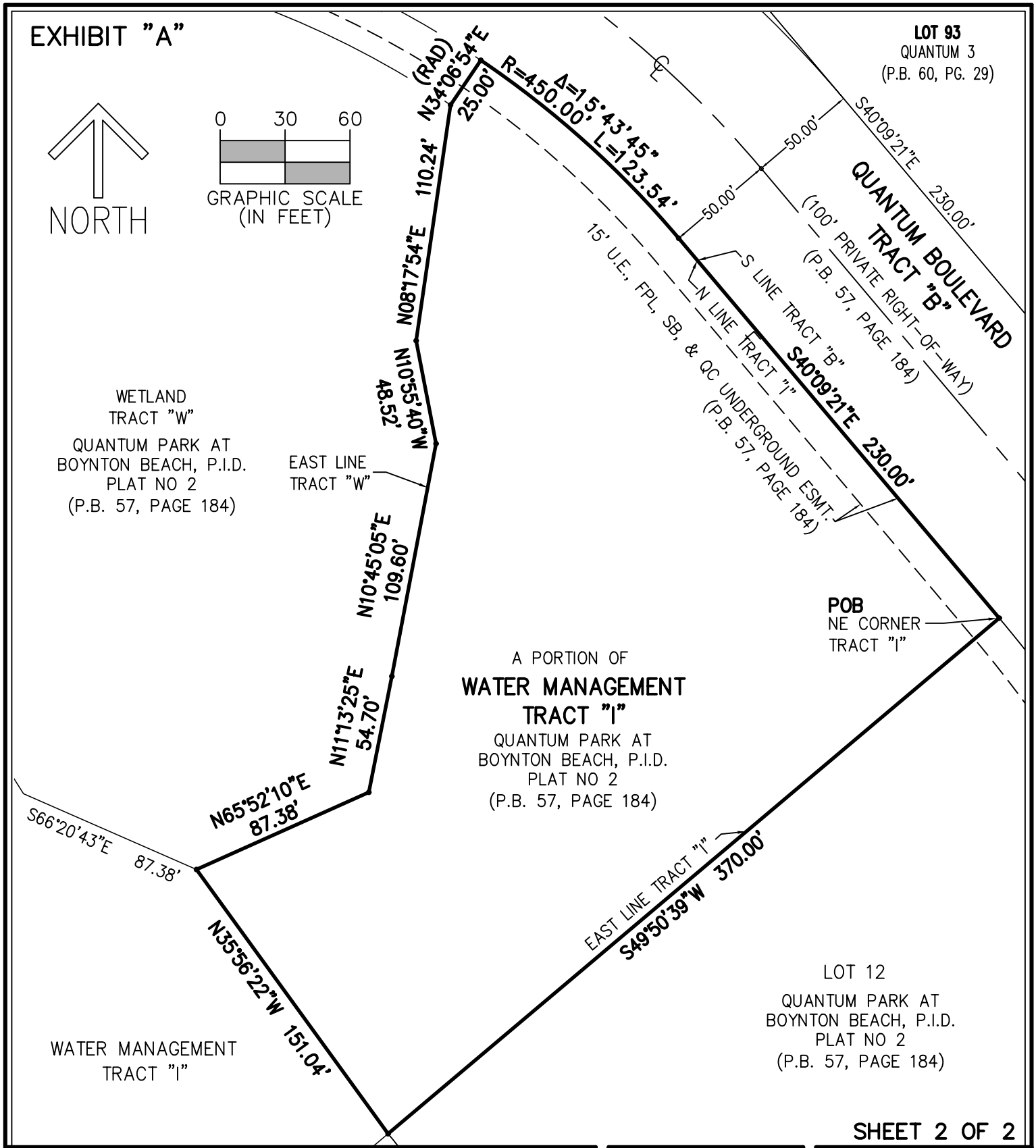
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING – LAND SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO 2
PORTION OF WATER MANAGEMENT TRACT "I"
SKETCH OF DESCRIPTION

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	09/09/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	2678.581

EXHIBIT "A"



SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING – LAND SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

QUANTUM PARK AT BOYNTON BEACH, P.I.D. PLAT NO 2
PORTION OF WATER MANAGEMENT TRACT "I"
SKETCH OF DESCRIPTION

DATE	09/09/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	3673.581

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Report by City Attorney on City of Delray Beach – Lake Ida Park Addition Annexation.

EXPLANATION OF REQUEST:
On July 16, 2019, City of Delray Beach (hereinafter "Delray") filed its petition for voluntary annexation with Palm Beach County seeking to voluntary annex a 4.06 acre site from unincorporated Palm Beach County adjacent to Lake Ida and directly South of the City of Boynton Beach municipal boundary. The City Attorney's Office has been asked to provide information on options the City has related to Delray's annexation application.

The map attached hereto was under review by the Development Department at the agenda publication deadline.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? n/a

FISCAL IMPACT: n/a

ALTERNATIVES: n/a

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Memo	Memorandum regarding Lake Ida Annexation Challenge
Attachment	Map

INTER-OFFICE CORRESPONDENCE

MEMORANDUM

TO:	Mayor Steven Grant Members of the City Commission
CC:	Lori LaVerriere, City Manager
FROM:	James A. Cherof, City Attorney *JAC* Quentin E. Morgan, Assistant City Attorney *ZEM*
DATE:	September 11, 2019
RE:	City of Delray Beach – Lake Ida Park Addition Annexation

Delray Annexation Summary

On July 16, 2019, City of Delray Beach (hereinafter "Delray") filed its petition for voluntary annexation with Palm Beach County seeking to voluntary annex a 4.06 acre site[1] from unincorporated Palm Beach County. Delray also is seeking a Future Land Use Map amendment from Palm Beach County Medium Residential (MR-5) to City of Delray Beach Open Space (OS) and amendment to the Planning Area Map, and rezoning from Palm Beach County Agricultural Residential (AR) to City of Delray Beach Open Space and Recreation (OSR).

On July 21, 2015, Palm Beach County deeded the subject site (PCN 00434605000007160) and parcel immediately to the south that is located within Delray boundaries (PCN 12434608000003070) to Delray. The site has not been developed and remains in a natural state and does not have vehicular access from a public right-of-way; limited access for maintenance is available from I-95 and from the Lake Ida waterway. The property adjoins the I-95 Interstate along a portion of the western edge. The remaining western portion and northern property lines adjoin a privately-owned parcel located within the City of Boynton Beach. This property is owned by Lake Ida Tract LLC which is managed by Lakhmichand N. Kalra and is zoned R1AA – Single Family.

We have been asked to provide information on options the City has related to Delray's annexation application. The options are as follows:

1. Challenging the Voluntary Annexation. Chapter 171 and Palm Beach County Charter have procedures for voluntary annexation. The City can challenge the annexation by filing an appeal following the adoption of the annexation or aggressively advocate against the adoption of the annexation during the public meeting before the Delray Commission

[1] An aerial photograph of the site is attached hereto.

or Palm Beach County Commission. For appeals, the City must, no later than 30 days following the passage of the annexation ordinance, initiate and proceed through the conflict resolution procedures established in Chapter 164, F.S. [which is the "Florida Governmental Conflict Resolution Act."]. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in Chapter 164, F.S., the City may file a petition in the circuit court. In any legal action instituted under Chapter 171, the prevailing party is entitled to reasonable costs and attorney's fees.

2. Political Advocacy. City Administrative Officers or the City Elected Officials may advocate the City's position on the annexation to the Palm Beach County Administrator or County Commissioners. The City may also seek to initiate informal discussions with Delray prior to adoption and implementation of the annexation to discuss and resolve potential problems the City would endure. The City may also seek to initiate formal negotiations discuss and resolve potential problems by negotiating an agreement pursuant to the Florida Interlocal Cooperation Act of 1969 (Section 163.01, F.S.) between Delray and the City prior to adoption and implementation of the annexation.

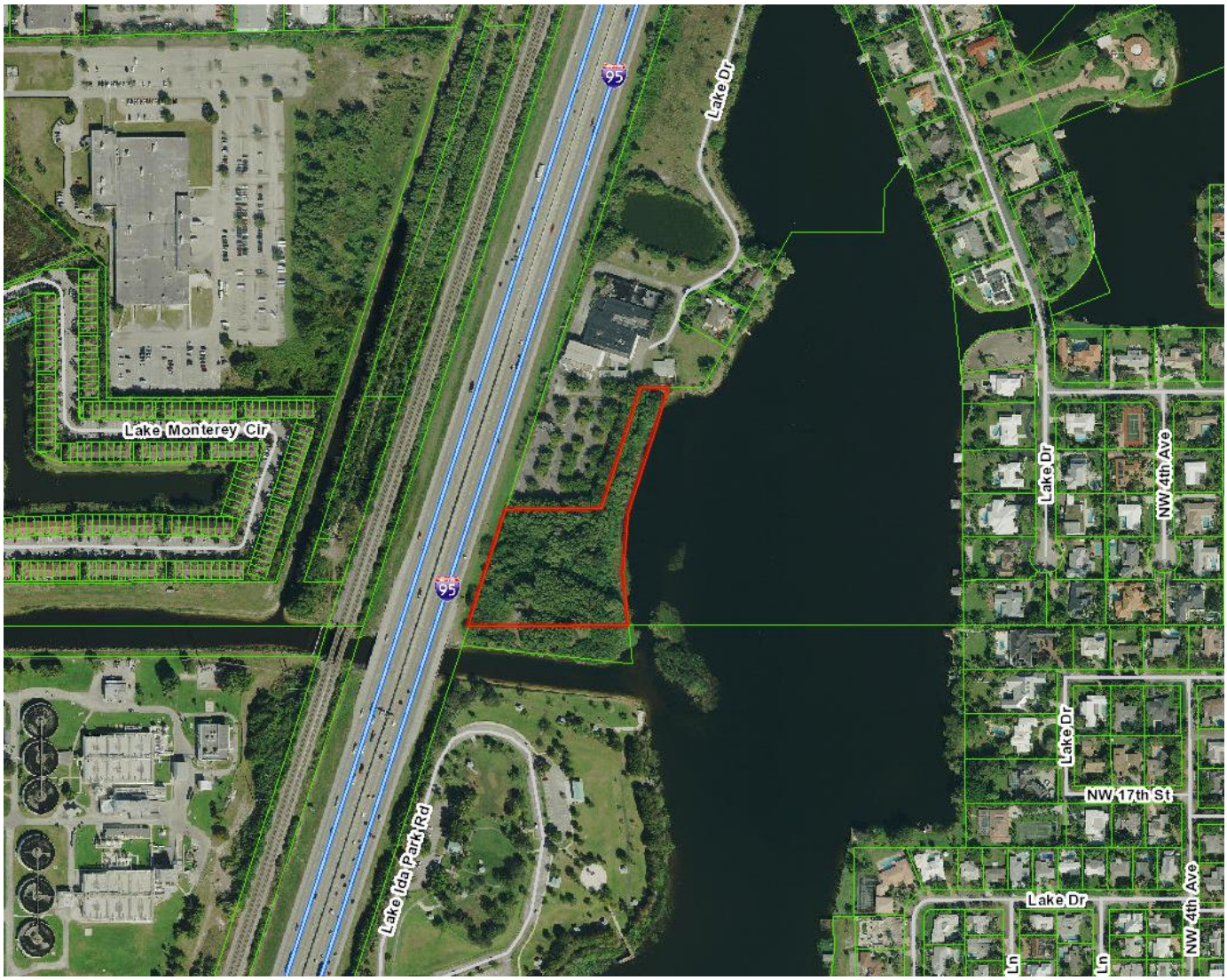
3. Initiate a competing annexation. Chapter 171 sets for the procedures for when a municipality wishes to annex contiguous, compact, unincorporated territory. The nature of the process would be involuntary and as such has no corresponding procedures under the Palm Beach County Charter. The process will require consent of Delray.

4. Do nothing. The deed was granted to Delray upon the express condition that the properties be used as open green space or for passive park purposes, which may include accessory structures and improvements, such as pedestrian pathways, gazebos, shade structures, and temporary docking facilities. In the event the Delray allows the property to be developed and/or used for any other purpose, title of the property shall revert to the County. Delray's stated intention is to maintain both properties as open space/ passive recreation as restricted in the deed. This intention aligns with the City's goal of open space and that the properties remain low impact.

If you have any questions or need any additional information, please do not hesitate to contact us. Once the determination is made on how to proceed, we will provide more detail and communicate our advice confidentially.

JAC:QEM
Enclosure

Aerial View of Lake Ida Park Addition



* Subject Parcel Outlined in Red

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION:
Quarterly Census updates by Laura Lansburgh, Marketing Manager:

December 17, 2019
March 17, 2020

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Discuss use policy for all City Parks - **October 1, 2019.**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Amendment to DROP provisions in City's three pension plans (Ordinance) - **October 1, 2019**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 9/17/2019

REQUESTED ACTION BY COMMISSION: Presentation of a Resolution from the FL Association of City Clerks, recognizing Judy Pyle's retirement. - **October 1, 2019**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount: