



**Community Redevelopment Agency Board Meeting
Tuesday, March 10, 2020 - 5:30 PM
Intracoastal Park Clubhouse, 2240 N. Federal Highway
561-737-3256**

AGENDA

- 1. Call to Order**
- 2. Invocation**
- 3. Roll Call**
- 4. Agenda Approval**
 - A. Additions, Deletions, Corrections to the Agenda
 - B. Adoption of Agenda
- 5. Legal**
 - A. Corrective Amendments to Exhibit A of the 500 Ocean Direct Incentive Funding Agreement
- 6. Informational Items and Disclosures by Board Members and CRA Staff:**
 - A. Disclosure of Conflicts, Contacts, and Relationships for Items Presented to the CRA Board on Agenda
- 7. Announcements and Awards**
 - A. Rock the Plaza on February 29, 2020 at Ocean Palm Plaza Recap
 - B. The 6th Annual Blarney Bash on March 14, 2020 located at Dewey Park and E.Ocean Ave from 4:00 PM to 9:00 PM
 - C. Rock the Plaza on March 28, 2020 at Sunshine Square from 4:00 PM to 8:00 PM
- 8. Information Only**
- 9. Public Comments**
- 10. Consent Agenda**
 - A. Financial Report Period Ending February 29, 2020
 - B. Approval of CRA Board Meeting Minutes - February 11, 2020
 - C. Approval of Commercial Property Improvement Grant Program in the Amount of \$50,000 for The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee located in Casa Costa at 400 N. Federal Highway,

Unit 12

- D. Approval of Commercial Rent Reimbursement Grant Program in the amount of \$21,000 for The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee located in Casa Costa at 400 N. Federal Highway, Unit 12
- E. Approval of Commercial Rent Reimbursement Grant Program in the amount of \$14,124 for Magic Scissors Pet Grooming, Inc. d/b/a Jackie's Grooming Spa & Hotel located in Ocean Plaza at 640 E. Ocean Avenue, Unit 18-19

11. Pulled Consent Agenda Items

12. CRA Projects in Progress

- A. CRA Marketing and Business Development Project Update
- B. CRA Economic & Business Development Grant Program Update
- C. Ocean Breeze East Apartment Project Update

13. Public Hearing

14. Old Business

- A. Consideration of Fiscal Year 2018-2019 Budget Amendment for Unreserved Fund Balance and Self-Funded Insurance Reserve
- B. Consideration and Discussion of Terms for a RFP/RFQ and Letters of Interest for the Operation and Management of the Historic Woman's Club of Boynton Beach
- C. Discussion of the CRA Owned Property located at 115 N. Federal Highway
- D. Consideration and Discussion of the Property Inspection for the Purchase and Sale Agreement associated with 209 N. Seacrest Boulevard
- E. Consideration of Approval of Boynton Village, LLC a/k/a The Preserve's Performance Audit for Year Ending December 31, 2019 for Compliance with the Direct Incentive Funding Agreement
- F. Consideration of the First Amendment to Fund the Increasing the Quality of Life Program of Habitat for Humanity International (d/b/a Habitat for Humanity of South Palm Beach County)

**Tabled
(2/11/20)**

15. New Business

- A. Consideration of Bid Award for Responses to the Request for Proposals for Website Design, Build, and Maintenance Services
- B. Consideration of the FY 2019 - 2020 CRA Affordable and Workforce Housing Grant Program

16. CRA Advisory Board

- A. Pending Assignments
- B. Reports on Pending Assignments
- C. New Assignments

17. Future Agenda Items

- A. Consideration of Funding of an additional Rock the Plaza Event to Promote Fish Depot and other Businesses Between Federal Highway and FEC

Railroad Tracks Adjacent to Veterans Park

18. Adjournment

NOTICE

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

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

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



CRA BOARD MEETING OF: March 10, 2020

LEGAL

AGENDA ITEM: 5.A.

SUBJECT:

Corrective Amendments to Exhibit A of the 500 Ocean Direct Incentive Funding Agreement

SUMMARY:

On May 25, 2015 the Boynton Beach CRA entered into a Direct Incentive Funding Agreement ("Agreement") with Skye at Boynton Beach, LLC (see Attachment I). There appears to be a conflict between Section 6.1 of the Agreement and Exhibit "D" of the Agreement. The Third Amendment to Direct Incentive Funding Agreement modifies Exhibit "D" to provide that Developer shall be entitled to an Annual Percentage Factor of Fifty Percent (50%) for years Five (5) through Seven (7) in keeping with the terms of Section 6.1 (see Amendment II). For years Eight (8) through Ten (10), the Annual Percentage Factor will remain at Twenty-Five Percent (25%).

CRA BOARD OPTIONS:

1. Approve the Third Amendment to the Direct Incentive Funding Agreement between the Boynton Beach CRA and Skye at Boynton Beach, LLC.
 2. Do not approve the Third Amendment to the Direct Incentive Funding Agreement between the Boynton Beach CRA and Skye at Boynton Beach, LLC.
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ATTACHMENTS:

Description

- ▣ **Attachment I - Direct Incentive Funding Agreement**
- ▣ **Attachment II - Third Amendment**

DIRECT INCENTIVE FUNDING AGREEMENT

This is an agreement (hereinafter "Agreement") entered into as of the 27th day of May, 2015, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 710 North Federal Highway, Boynton Beach, Florida 33435.

and

SKYE AT BOYNTON BEACH, LLC, a Florida limited liability company, with a business address of 1201 Ponce de Leon Blvd. Coral Gables, Florida 33134 (hereinafter collectively referred to as the "Developer").

RECITALS:

WHEREAS, the CRA has determined that entering into public/private partnerships for the purpose of eliminating slum and blight, encouraging economic development, creating affordable housing and other goals within the adopted CRA plan is beneficial to the public; and

WHEREAS, this Agreement pertains to Direct Incentive funding for the 500 Ocean Project, City File No. NWSP 14-002, (hereinafter the "Project") located on property described on **Exhibit "A"** within the CRA boundaries (hereinafter the "Property"); and

WHEREAS, the CRA has determined that the Project is advancing the goals of the CRA plan by meeting the ICC 700-2012 National Green Building Standard Silver and by adding 6,600 sq. ft. of office space; and

WHEREAS, at the October 14, 2014 meeting, the CRA Board of Directors (hereinafter "CRA Board"), by appropriate action, made the Project eligible for a percentage of the Tax Increment revenue pursuant to this Direct Incentive Funding Agreement (hereinafter "Agreement"); and

WHEREAS, this Direct Incentive Funding Agreement is not intended to be a "Development Agreement" within the meaning of Florida Statutes, Section 163.3221; and

WHEREAS, the CRA Board approved this Agreement to its form at its November 12, 2014 meeting;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the parties as follows:

Section 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

Section 2. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

“Agreement” means this Direct Incentive Funding Agreement and all Exhibits and attachments hereto, as any of the same may hereafter be amended from time to time.

“Base Value” means the assessed value of the Property as determined by the Palm Beach County Property Appraiser prior to construction of the improvements as reflected in **Exhibit “B”** attached hereto.

“Certificate of Occupancy” means the certificate issued by the City pursuant to the City of Boynton Beach Building and Zoning Code indicating that a building or structure complies with applicable City of Boynton Beach Building and Zoning Code requirements and that the same may be used for the purposes stated therein.

“Certification” means National Green Building Certification issued by the National Association of Home Builders Research Center to developments that meet the criteria of the ICC 700-2012 National Green Building Standard.

“City” means the City of Boynton Beach, Florida.

“Commence Construction” or **“Commencement of Construction”** means the issuance by the City of the permit required for the commencement of vertical construction and the actual commencement of such vertical construction pursuant to and in accordance with such permit.

“Construction Loan Documents” means the documents evidencing financing of the construction of the Project.

“Direct Incentive Funding” means an annual amount which equals the Pledged Project Increment Revenues less any amounts deducted pursuant to the terms of Section 5 above due to the failure of the Developer to comply with the terms of this Agreement.

“Designer’s Report” means a report to be submitted to the CRA by Developer outlining all of the elements of the Project to be constructed to obtain the Silver Rating National Green Building Standard as more fully described in **Exhibit “C.”**

“Developer” means **SKYE AT BOYNTON BEACH, LLC**, as described in the attached **Exhibit “G”**.

“Electric Vehicle or EV Charging Station” means an electric recharging point, charging point and the EVSE (Electric Vehicle Supply Equipment), that supplies electric energy for the recharging of electric vehicles or plug-in hybrid electric-gasoline vehicles.

“Silver Rating National Green Building Standard” the standard of the National Association of Home Builders’ (NAHB) Green Building Program based upon American National Standard Institute approved ICC 700-2012 National Green Building Standard. The Standard defines green building for single- and multifamily homes, residential remodeling projects, and site development projects while still allowing for the flexibility required for regionally-appropriate best green practices. To comply with the Standard, a builder or remodeler must incorporate a minimum number of features in the following areas: lot and site development; energy, water, and resource efficiency; indoor environmental quality; and home owner education. The Silver Rating requires 349 Performance Points.

“Office Space” means the 6,600 sq. ft. of office space to be constructed as part of the Project as depicted on the site approved site plan City File No. NWSP 14-002, which is attached hereto as **Exhibit “E”**

“Pledged Project Increment Revenues” means the variable disbursement of revenue to the Developer that equate to a percentage of the Project Increment Revenues as set forth in Section 6 of this Agreement. The example of the Pledged Project Increment Revenues calculated over the term of the Agreement is shown in **Exhibit “D”**.

“Project” means that certain land development project currently referred to as 500 Ocean, City File No. NWSP 14-002, attached hereto as **Exhibit “E”** located on property further described on **Exhibit “A”** within the CRA boundaries.

“Project Increment Revenues” means the amount deposited in the Redevelopment Trust Fund for the Redevelopment Area pursuant to Florida Statutes, Section 163.387, which is attributable to the Project.

“Property” means the real property described on **Exhibit “A.”**

“Redevelopment Area” means those areas within the limits of the City which have been declared blighted and established by the City in accordance with the provisions of Florida Statutes, Chapter 163, Part III.

“Redevelopment Trust Fund” means the trust fund established pursuant to Section 163.387, Florida Statutes for the deposit of increment revenues attributable to development within the Redevelopment Area.

“Retail Space” means the approximately 13,300 sq. ft. of retail space to be constructed as part of the Project.

“Site Plan” means the site plan for the Project approved by the City of Boynton Beach on July 1, 2014, a copy of which is attached hereto as **Exhibit “E.”**

“Systems Audit” means a review performed by an independent auditor approved by the CRA and paid for by Developer of the Project according to the 2012 ICC-700 National Green Building checklist including original inspections and certification of the residential units to confirm ongoing compliance with the standards, subsequent blower door testing to confirm compliance with original testing. (**Exhibit “F”**)

“Substantial Completion” or **“Substantially Complete”** means the completion of 90% of the Project’s units, as evidenced by issuance of certificates of occupancy for such units.

“Successor or Assignee” means a subsequent owner of the Project, as approved of by the CRA pursuant to this agreement, other than the original Developer, **SKYE AT BOYNTON BEACH, LLC**.

“Tax Collector” means the duly elected tax collector for Palm Beach County, Florida.

“Tax Roll” means the real property ad valorem assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

“Unit” means a single residential dwelling within the Project.

“Unit Type” means A1, B1, C1, C2, C3, and D1 designation based on the unit floor plan approved in the Site Plan.

Section 3. Effective Date. This Agreement shall be effective as of the date of the execution of the Construction Loan Documents for the Project as evidenced by the submission by Developer of copies of same to the CRA.

Section 4. Developer’s Obligations – Construction of the Project.

4.1 As part of the Project, Developer agrees to construct the units for the Project as described in the Site Plan and to obtain the Silver Rating National Green Building Standard. The Site Plan may be modified from time to time by Developer in accordance with and pursuant to the Code of Ordinances of the City of Boynton Beach provided that the Developer shall not have the right to reduce the number of residential units, reduce the energy efficiency of the units, eliminate the EV Charging Stations or to make any other change which would substantially reduce the taxable value of the Project without the prior approval of the CRA. “Substantially” as used in this Section means any change that would require a major Site Plan Modification from the City of Boynton Beach.

4.2 As part of the Project, Developer agrees to construct the 6,600 sq. ft. of office space as reflected in City File NWSP 14-002, attached hereto as **Exhibit “E.”**

4.3 Convicted Vendor List. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Developer certifies that it, and all of its affiliates, contractors, sub-contractors and/or agents who perform any work on the Project, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the Effective Date.

Section 5. Certification Requirements. The Project has been modeled to attain the Silver Rating National Green Building Standard. As a condition precedent to its receipt of any funds pursuant to this Agreement, the Developer shall provide evidence that the all units, once constructed have received a Silver Rating National Green Building Standard using third party verification. The Developer shall provide third party verification that the constructed units comply with the standards for the Silver Rating National Green Building Standard for the duration of Direct Incentive Funding Agreement. Implementation of this Certification requirement shall be as follows:

5.1 Certification and Occupant Education.

5.1.1 Silver Rating Standard. Developer shall conform to the Designer’s Report attached hereto as **Exhibit “C”** outlining components of the Project necessary for compliance to receive a Silver Rating ICC-700 National Green Building 2012 Standard. This will require a level of Silver for each section inclusive of 75 “Additional Points” available under the program. Certification that this standard has been met will be accomplished at the Developer’s expense through the National Association of Home Builders Resource Center as overseer of the program.

5.1.2 Initial Certification. The Developer will provide evidence of Certification meeting the Silver Rating National Green Building Standard based on two inspections for each apartment including a pre-drywall and final inspection. A detailed checklist will be created and all the components and practices will be listed to show individual unit compliance with the Silver Rating National Green Building Standard. The checklists and reports shall be submitted to the City’s Development Services Department within fifteen (15) days of completion of the inspection of the Project.

5.1.3 Occupant Manuals and Training. The Developer shall produce and distribute to all of the Projects occupants a manual identifying the green attributes of each unit and the overall Project. This manual shall also include any manufacturer's information or product data for equipment, fixtures, and appliances. Through the manual, occupants will be familiarized with the green building practices implemented and the impact of occupants' activities on costs of operating the building. The manual shall include a narrative detailing the importance of constructing a green building, including a list of green building attributes included in the building; the green building program certificate (copy of the National Green Building Standard that is sometimes referred to as the "NGBS") with measures achieved and the warranty, operation, & maintenance instructions for all equipment, fixtures, appliances, & finishes as per requirements of Chapter 10 of the Designers Report of NGBS. Training will also be provided to the building management company regarding all equipment operation and control systems at the cost of the Developer.

5.1.4 Installation and Maintenance of Electric Vehicle Charging Stations. The Developer shall install at the Project the following three Electric Vehicle Charging Stations: one in the commercial parking area and two in the residential parking area. Proof of installation of the EV Stations shall be submitted to the City's Development Department upon completion of the Project. Developer or its assigns shall be responsible for the electrical expense and maintenance of the EV charging stations throughout the term of this Agreement.

5.2 Non-Discrimination. The Developer, its successors and assigns, agree that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation be subjected to discrimination in the lease of any Units provided for in this Agreement. Should such discrimination occur, the CRA will provide notice to the Developer of a breach of this condition and thereafter, Developer has 15 days to demand arbitration as to the claim of discrimination. The parties will then mutually agree to an arbitrator and if they cannot agree, the auspices of the American Arbitration Association will govern. This arbitration is independent of any other actions being taken by other agencies. However, a finding by any other agency or court that such discrimination has occurred may be relied upon by the CRA as conclusive proof of a breach of this provision. If Developer does not demand arbitration within fifteen (15) days, or if arbitration is conducted and it is determined by the arbitrator that discrimination occurred, the CRA shall have the right to terminate this Agreement and pursue any and all other lawful remedies. The cost of such arbitration shall be borne by the non-prevailing party. Such non-prevailing party shall be determined by the arbitrator.

5.3 Systems Auditing. Prior to receiving any annual allotment of any Direct Incentive Funding pursuant to this Agreement, Developer shall provide written evidence, at its sole cost and expense, that is satisfactory to the CRA in its sole discretion, of continued compliance in all material respects by the Developer to the terms of this Agreement and with all agreed upon Silver Rating National Green Building Standards set forth in this Agreement. On an annual basis, the Developer will perform a systems audit on at least thirty-four (34) Units each year for the next ten (10) years as evidence that the Units continue to meet the Silver Rating National Green Building Standard and to ensure that the EV Charging stations are constructed and in working order. This systems auditing process is based on the schedule attached and contained within **Exhibit "F"**. The Developer shall provide the Systems Audit Report to the City's Development Services Department on an annual basis, beginning April 30th in the year in which funding begins pursuant Section 6.2 and no later than April 30th of each year thereafter for duration of this Agreement indicating the units' compliance with the Silver Rating of the National Green Building Standard.

5.3.1 This systems audit shall be conducted by an independent auditor, selected and paid for by the Developer with the approval of the CRA.

5.3.2 The examinations and opinions included in the systems audit required under this Section must be conducted in accordance with the definition of systems auditing contained in Section 2 of this Agreement.

5.3.3 The Developer shall provide the Systems Audit Report to the City's Development Services Department on an annual basis, beginning April 30th in the year in which funding begins pursuant Section 6.2 and no later than April 30th of each year thereafter for duration of this Agreement indicating the units' compliance with the Silver Rating of the National Green Building Standard. Each annual performance audit must be submitted to the City's Development Services Department no later than the last day of April for the preceding year. The City shall either accept the audit as sufficient or make the determination that the audit and/or documentation for the audit are deficient, and shall so notify the CRA in writing, within twenty (20) days of receipt of Systems Audit Report. In the event of notification of deficiencies by the City to the CRA, the CRA shall notify the Developer of such deficiencies and distribution of Direct Incentive funding shall be suspended until resolution of the deficiencies. If deficiencies are not resolved to the CRA's satisfaction and a sufficient Systems Audit Report is not submitted to the CRA within 90 days of receipt of notice by the CRA that the submitted Systems Audit Report is deficient, the Developer shall be in breach of this Agreement and the CRA may pursue all remedies available to it under this Agreement and at law and in equity.

5.3.4 Disbursement of Direct Incentive Funding shall occur upon (1) the CRA's acceptance of a properly documented and sufficient Systems Audit Report by the CRA Board demonstrating compliance with the provisions of this Agreement, (2) final certification of tax assessments within the CRA District by the Palm Beach County Property Appraiser for the preceding year, and (3) documents evidencing payment by the Developer of all ad valorem taxes for the preceding year.

5.4 Inspection. Upon providing Developer ten (10) business days prior written notice at any time during normal business hours and as often as the CRA deems necessary the Developer shall make available to the CRA for examination, all of its records pertaining to the Systems Audits of the units at Developer's office with respect to all matters covered by this Agreement. The CRA reserves the right to require copies of such records and/or to conduct an inspection of the Developer's records regarding this Agreement at any time for any period covered by this Agreement, all at the CRA's cost and expense. Any delay in the production of documents requested by the CRA shall toll the CRA's time for review of a request for distribution of funds.

5.5 Non-Compliance. In any year in which the Systems Audit Report discloses that Developer is in non-compliance in any material respect with the requirements of the Silver Rating National Green Building Standard, the Developer may be deemed in default of this Agreement and after the exhaustion of all opportunities to Cure the Default available to Developer as set forth in Section 8, the CRA will be entitled to all appropriate remedies at law and equity, including but not limited to the remedies set forth in Section 8 below and the CRA, may cease making any further the Direct Incentive Funding to the Developer. Exceeding the agreed upon requirements of the Gold Rating National Green Building Standard in any given subject year shall not entitle the Developer to additional funding under this Agreement or to a credit or set-off against any reduction in funds due to failure to meet the Gold Rating National Green Building Standard hereunder.

Section 6. Direct Incentive Funding. The Direct Incentive Funding provided for under this Agreement is granted to the Developer for the purpose of offsetting, in part, the Developer's cost of creating and maintaining the energy efficiency improvements, including the improvements necessary to attain the Silver Rating National Green Building Standard and of constructing the 6,600 sq. ft. of office space within the Project.

6.1 Direct Incentive Funding Formula and Term. The CRA hereby agrees to provide Direct Incentive Funding, that is, to pledge and assign to Developer pursuant to the terms of this Agreement for a period of ten (10) consecutive years, as provided herein, an annual amount which equals the Pledged Project Increment Revenues less any amounts deducted pursuant to the terms of Section 5 above due to the failure of the Developer to comply with the terms of this Agreement. No Direct Incentive Funding payments shall be made if the Developer is in default under the terms of this agreement and Developer has failed to sufficiently cure the default as provided herein. The amount of the Direct Incentive Funding is based on the following formula:

Project Increment Revenue times the agreed upon percentage factor paid to Developer each year for a ten year period.

The CRA has agreed to pay the Developer the following annual percentage factors:

Years One – Four: Seventy-Five Percent of the Pledged Project Increment Revenues

Years Five –Seven: Fifty Percent of the Pledged Project Increment Revenues

Years Eight –Ten: Twenty-Five Percent of the Pledged Project Increment Revenues

6.2 Commencement and Conditions of Funding. The ten (10) year term for the payment of Direct Incentive Funding to Developer by the CRA shall commence on the last day of year that the following conditions are met:

- A. The 6,600 square feet of Class A Office Space is at a minimum shell complete and all phases of the Project have received either a Certificate of Completion or Certificate of Use from the City of Boynton Beach;
- B. All phases including the residential, office and retail portions of the Project have been placed on the Tax Roll;
- C. The CRA has received Project Increment Revenues from all phases of the Project;
- D. The Systems Audit Report is received and found to be sufficient by the City and CRA. and
- E. Developer is in compliance with the terms of this Agreement
- F. Proof of installation and ongoing efficiency of the three (3) EV charging stations

6.3 Disbursement of Funds. Subject to the CRA finding that the conditions in Section 6.2 have been met and determining that the Developer is not in breach of the terms of this Agreement, the CRA shall begin annual disbursement of the Direct Incentive Funding upon (1) the CRA Board's acceptance of a sufficient annual Systems Audit Report, (2) final certification of tax assessments within the CRA District by the Palm Beach County Property Appraiser for the preceding year, and (3) documents evidencing payment by the Developer of ad valorem taxes for the preceding year. There is no obligation by the CRA to disburse the Direct Incentive Funding during any cure period or in the event the Developer is in default of this Agreement.

6.4 No Prior Pledge of Pledged Project Increment Revenues. The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the

CRA and agrees that such revenues shall not be assigned, pledged, hypothecated or secured by the CRA for the period covered by term of this Agreement.

6.5 Subordination. Any pledge of Pledged Project Increment Revenue pursuant to this Agreement is subordinate to the pledge of the tax increment revenue given to secure the CRA's Tax Increment Revenue Bonds pursuant to Resolution No. 04-04, adopted December 6, 2004, as amended and supplemented.

Section 7. Restrictive Covenant. Upon completion of the Project and prior to the issuance of final Certificates of Occupancy by the City, the Developer shall prepare a Restrictive Covenant Agreement meeting the requirements outlined in this Agreement. The Restrictive Covenants shall be approved by the CRA which approval shall not be unreasonably withheld or delayed or conditioned. The Restrictive Covenant Agreement shall be recorded and shall contain restrictive covenants including, at least, the following terms:

7.1 Restrictive Covenants. The restrictive covenants governing Certification shall include the following:

7.1.1 All Units shall be certified to achieve the Silver Rating National Green Building Standard and no restrictions shall be adopted which prohibit or limit the ability to achieve or maintain said standard. The Restrictive Covenants shall also provide that three EV Charging Stations shall also be placed on site and maintained as reflected on **Exhibit "E"**;

7.1.2 Reference to the Occupant Manuals and availability of Training regarding the green attributes of each unit and the Project as required above in Section 5;

7.1.3 The Restrictive Covenants shall terminate at such time as this Agreement terminates as provided herein, including but not limited to Sections 4 and 8;

7.1.4 The Restrictive Covenants shall reference the required annual Systems Audit set forth in Section 5 above and provide the CRA the right to access the units during normal business hours after providing reasonable notice to be audited for the duration of this Agreement.

Section 8. Limitation on the Assignment of Project Ownership. Assignment of the Project ownership to any other entity or personnel, including those listed on the Florida Department of State Division of Corporations Annual Report filed April 24, 2014 as evidenced in Exhibit prior to the issuance of the Certificate of Occupancy for the entirety of the Project shall make this Agreement null and void. In this event, the CRA shall not be liable for payment of any of the Direct Incentive Funding under the terms of this Agreement. Notwithstanding the foregoing, assignment of ownership pursuant to the exercise of foreclosure by Developers mortgagee shall be permitted.

Section 9. Events of Default, Remedies and Termination.

9.1 Default. Upon the occurrence of any one or more of the following events, the CRA may, at its sole discretion, terminate this Agreement and any and all Direct Incentive Funding under this Agreement upon occurrence of any one or more of the following events of default. The CRA may, at its sole option, continue to make payments or portions of payments after the occurrence of one or more of such events without waiving the right to exercise such remedies and without incurring liability for further payment. The following shall constitute events of default:

9.1.1 Any inaccurate, incomplete, false or misleading statements made by Developer or its agents or representatives to the CRA with regard to the negotiation, drafting and representations in this Agreement or any associated Direct Incentive Program Applications or documents;

9.1.2 Prior to the issuance of the Certificate of Occupancy for the entire Project, if **SKYE AT BOYNTON BEACH, LLC**, the Developer, is vacated, abandoned, or closed or otherwise ceases to exist except for a permitted assignment or transfer of such limited liability entity;

9.1.3 Any breach by or failure of the Developer to observe or perform any of the terms, covenants, conditions, obligations, or provisions of this Agreement in any material respect and the Developer's failure to cure the same for a period exceeding thirty (90) days after receipt of written notice from the CRA of the breach of failure to perform. If the CRA determines that the nature of Developer's default is such that more than ninety (90) days are reasonably required for its cure, then Developer shall not be deemed to be in default if Developer commenced such cure within said 90-day period and thereafter diligently pursues such cure to completion;

9.1.4 The making by Developer of any general assignment, or general arrangement for the benefit of creditors;

9.1.5 The filing by or against Developer of a petition to have the Developer adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against the Developer, the same is not dismissed within one hundred twenty (120) days;

9.1.6 Appointment of a trustee or receiver to take possession of substantially all of Developer's assets, where possession is not restored to Developer within one hundred twenty (120) days;

9.1.7 The attachment, execution or other judicial seizure of substantially all of Developer's assets where such seizure is not discharged within one hundred twenty (120) days;

9.1.8 Should the Site Plan, building or any other necessary permit expire at any time, and should Developer fail to apply for a renewal or extension within sixty (60) days of the expiration of the permit or Site Plan, then this Agreement shall terminate and be of no further force and effect.

9.1.9 Should the Developer modify the Site Plan in a material manner, as determined by the CRA, with regard to the Silver Rating National Green Building Standard elements of the project and/or the square footage of office space without approval from the CRA then this Agreement shall terminate and be of no further force and effect.

9.2 Remedies. Upon the occurrence of any one or more of the foregoing events of default as set forth in Section 9.1, CRA shall at its option, give notice in writing to the Developer to cure its breach or failure of performance if such failure may be cured. Developer shall not be entitled to any Direct Incentive Funding disbursements until the default is cured. The CRA retains the sole discretion as to whether to disperse any Direct Incentive Funding withheld as a result of the Developer's breach or failure to perform until Developer cures the same pursuant to this Agreement. Upon the failure of Developer to cure within (90) days or such longer reasonable period determined by the CRA if Developer is diligently pursuing a cure, the CRA may exercise any one or more of the following remedies:

9.2.1 Terminate this Agreement upon not less than fifteen (15) days notice by certified letter to the Developer at the address specified in Section 9.5 of this Agreement, such notice to take effect when delivered to the Developer.

9.2.2 Commence a legal action for the judicial enforcement of this Agreement.

9.2.3 Temporarily or permanently withhold the disbursement of any Direct Incentive Funding disbursement or any portion of a disbursement and discontinue any further disbursements.

9.2.4 Take any other remedial actions available at law and in equity.

9.3 **Attorney's Fees and Costs.** In any judicial action arising from this Agreement the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, at both the trial and appellate levels, to be paid by the non-prevailing party.

9.4 **Law and Remedy.** This Agreement shall be governed by the laws of the State of Florida. Venue of any and all legal actions arising from this Agreement shall be in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder, shall preclude any other or further exercise thereof.

9.5 **Strict Performance.** No failure by either party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's Default and no payment or acceptance of full or partial payments of amounts due under this Agreement during the continuance (or with CRA's knowledge of the occurrence) of any Default or Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term, or condition or of any other covenant, agreement, term, or condition. No waiver of any Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default. Payment by either party of any amounts due under this Agreement shall be without prejudice to and shall not constitute a waiver of any rights against the other party provided for under this Agreement or at law or in equity. One party's compliance with any request or demand made by the other party shall not be deemed a waiver of such other party's right to contest the validity of such request or demand. All the terms, provisions, and conditions of this Agreement and the restrictive covenants shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The 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, it being recognized that both parties have contributed substantially and materially to the preparation of the Agreement and the restrictive covenants.

9.6 **Remedies Under Bankruptcy and Insolvency Codes.** If an order for relief is entered or if any stay of proceeding or other act becomes effective against Developer or in any proceeding which is commenced by or against Developer under the present or any future federal bankruptcy code or in a proceeding which is commenced by or against Developer, seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any other present or future applicable federal, state or other bankruptcy or insolvency statute or law, CRA shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy or insolvency code, statute or law or this Agreement.

9.7 Termination. The obligations of Developer and CRA shall terminate upon the earlier of (i) expiration of the Direct Incentive Funding payments to Developer as provided in Section 6 above as a result of the expiration of the agreed upon payment periods; or (ii) failure by the Developer to complete the Project before July 30, 2017, unless extended as provided by written agreement of the parties.

Section 10. General Conditions.

10.1 CRA's Maintenance of Records and Annual Account Funding.

Commencing with the Effective Date, the CRA shall maintain and administer separate financial records which reflect the terms of this Agreement. Such records shall clearly document for the benefit of the CRA and the Developer, the Base Year amount and the annual Project Increment Revenues collected by the CRA attributable to the Project and the annual Direct Incentive Funding payments owing and paid to Developer under this Agreement.

10.2 Successors and Assigns. The CRA and Developer each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Prior to Substantial Completion of the Project, this Agreement may not be assigned by the Developer without the prior written consent of the CRA. After Substantial Completion, this Agreement may be transferred by the Developer; provided, however, that any assignee thereto shall specifically assume all of the obligations of the Developer under this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer. In the event that the CRA determines that the Developer is in violation of this paragraph, the CRA shall have the right to terminate this Agreement and to seek repayment of the funds paid by the CRA to the Developer. Notwithstanding anything to the contrary contained in this section, prior to the issuance of the Certificate of Occupancy, Developer may assign this Agreement to an affiliate of Developer with the consent of CRA, such consent not to be unreasonably withheld. Such assignment shall not relieve the Developer of any of its obligations or duties as set forth herein. After the issuance of the Certificate of Occupancy, Developer may assign this Agreement to an affiliate of Developer without the consent of but with at least 10 day notice to CRA.

10.3 No Brokers. CRA and Developer each represents to the other that it has not dealt with any broker, finder, or like entity in connection with this Agreement or the transactions contemplated hereby, and each party shall indemnify the other against any claim for brokerage commissions, fees, or other compensation by any person alleging to have acted for or dealt with the indemnifying party in connection with this Agreement or the transactions contemplated hereby.

10.4 Indemnification and Hold Harmless. The Developer agrees to protect, defend, reimburse, indemnify and hold the CRA, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of every kind and character (sometimes collectively "Liability") against and from the CRA which arise out of this Agreement, except to the extent that any of the Liability results from the negligence or willful misconduct of the CRA. The Developer recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of this clause in accordance with the laws of the State of Florida. This paragraph shall survive the termination of the Agreement.

10.5 Notices and other Communications. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other (or any recognized mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project, each such notice, demand, request, consent, approval or other communication (referred to in this Section 9.5 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by (i) certified or registered United States Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

If to Developer: Tom Hayden
SKYE AT BOYNTON BEACH, LLC
650 S. Northlake Boulevard
Suite 450
Altamonte Springs, FL 32701

With a copy to: Gerald Biondo
Murai Wald Biondo & Moreno, P.A.
1200 Ponce de Leon Blvd.
Coral Gables, FL 33134

If to CRA: Vivian Brooks, Executive Director
Boynton Beach Community
Redevelopment Agency
710 N. Federal Highway
Boynton Beach, Florida 33435

With a copy to: Tara Duhy
Lewis, Longman & Walker, P. A.
515 N. Flagler Drive, #1500
West Palm Beach, FL 33401

10.5.1 Any Notice may be given in a manner provided in this Agreement on either party's behalf by its attorneys designated by such party by Notice hereunder.

10.5.2 Every Notice shall be effective on the date actually received, as indicated on the receipt therefore, or on the date delivery thereof is refused by the intended recipient.

10.6 Time is of the Essence. The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

10.7 Entire Agreement. The CRA and Developer agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

10.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Any Exhibit not physically attached shall be treated as part of this Agreement and are incorporated herein by reference.

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

10.10 Priority of Interpretation. In the event of any conflict between the terms and conditions of this Agreement and the Direct Incentive Program, the terms and conditions of this Agreement shall prevail.

10.11 Headings. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

10.12 Insurance. All parties hereto understand and agree that the CRA does not intend to purchase property insurance in connection with this Project.

10.13 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the CRA and the Developer (or in any representative capacity) as applicable, has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

Section 11. Recording.

11.1 This Agreement may be recorded in the Public Records of Palm Beach County, Florida.

11.2 Any obligation so created by this Agreement shall be effective as a lien only upon the recording of such lien and shall be subordinate to any mortgage applicable to such property. Notwithstanding the foregoing, nothing herein contained shall be construed as creating an obligation hereunder upon any mortgagee or holder of other security interest including deed of trust prior to said Mortgagee or holder acquiring title by foreclosure or otherwise, This agreement and the rights and obligations hereunder, including without limiting the generality of the foregoing, the Restrictive Covenant, are subordinate in all respects to any first mortgage lien now or hereafter placed on the Property.

11.3 Nothing contained in this Amendment shall be deemed to be a right in favor of, or a duty to, the general public or any tenant occupant, invite, trespass or person or entity of any other status or classification for any reason, use or purpose whatsoever, whether public or private, it being the intention of the parties hereto that nothing in this Agreement, expressed or implied, shall confer upon any person or entity any such right or duty. Rights granted to, or duty in favor of, a third party beneficiary are neither intended nor granted.

11.4 CRA Specifically grants to Developer the right to obtain a mortgage for the development, construction and ownership of the Project. CRA understands, acknowledges and agrees that this Agreement, including but not limited to the Restrictive Covenant Agreement contemplated by Section 7, and each and every other obligation, term and condition of this Agreement is subordinate to such mortgage, its modifications and amendments, changes or replacements, and for all purposes, such mortgage shall be, and treated as, prior in right and time to this Agreement. CRA shall, if requested,

execute such additional documents in recordable form as may be necessary or convenient to evidence this promise and provision.

Section 12. Public Records

The Boynton Beach Community Redevelopment Agency is public agency subject to Chapter 119, Florida Statutes. To the extent the Developer generates or maintains documents considered public records pursuant to Florida Statutes as a result of this agreement, Developer shall comply with Florida's Public Records Law. Specifically, the Developer shall:

Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the service;

Provide the public with access to such public records by providing the same to the CRA upon request on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the CRA, at no cost, all public records in possession of the Developer upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the agency.

The failure of Developer to comply with the provisions set forth in this agreement/contract shall constitute a default and breach of this Agreement. If Developer fails to cure the default within seven (7) days' notice from the CRA, the CRA may terminate the Agreement.

Section 13. Total or Partial Destruction.

13.1 If the Project shall be damaged by fire, the elements, unavoidable accident or other casualty, so that compliance in any material respects by the Developer with the agreed upon Silver Rating National Green Building Standards as set forth in this Agreement is impossible, interrupted or frustrated, or if as a result of such damage by fire, the elements, unavoidable accident or other casualty, the obligations, terms and conditions of this Agreement cannot be carried out by the Developer, the Agreement shall nonetheless remain in full force and effect so long as the Developer commences within thirty (30) days of the event the obtaining of building permits for the restoration and repairs and once issued diligently pursues such repair and/or restoration until completion. If Developer has not commenced repairs and restoration within ninety (90) days, the CRA may terminate this Agreement. It is understood, acknowledged and agreed that in the event of damage that exceed the normal and customary insurance deductible of the Developer that Developer must apply for and then receive insurance proceeds in order to commence restoration and repair. So long as the Developer timely applies for and is diligently pursuing the receipt of such insurance proceeds, Developer shall have complied with the preceding requirement provided such repairs and restoration are completed within six (6) months of the dates of the event. In the event of a natural disaster, Act of God or similar major catastrophe the parties acknowledge, understand and agree that performance as to repair or restoration may not be possible within the time frames stated

above and the Developer shall be given such time as is reasonable to commence repairs and restoration and to complete same. During the period that the Project is being repaired and restored, the CRA shall have no obligation to disburse Direct Incentive Funding to Developer. If repairs and restoration have not been completed within one (1) year of the event of natural disaster, Act of God or major catastrophe, the CRA may terminate this Agreement.

13.2 This Section 11 shall be paramount to all other provisions of this Agreement, including but not limited to Section 4 and Section 8.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES

[Signature]
Print Name: AINDA PARKER
[Signature]
Print Name: Chad Hodul

SKYE AT BOYNTON BEACH, LLC
a Florida limited liability company

By: [Signature]
Print Name: Thomas J Haydon
Title: V.P.

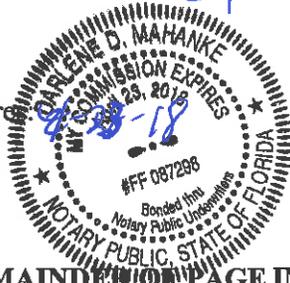
STATE OF FLORIDA)
COUNTY OF Seminole)

SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Thomas Haydon as Vice President of SKYE AT BOYNTON BEACH, LLC, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of SKYE AT BOYNTON BEACH, LLC, for the use and purposes mentioned herein and that the instrument is the act and deed of SKYE AT BOYNTON BEACH, LLC. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24th day of April, 2015.

My Commission Expires



[Signature]
Notary Public, State of Florida at Large

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[CITY SIGNATURE ON FOLLOWING PAGE]

EXHIBIT "A"
PROPERTY - 500 OCEAN



**EXHIBIT "B"
BASE VALUE**



Gary R. Nichols, CFA
Property Appraiser
Palm Beach County

Homestead Exemption



Location Address 101 S FEDERAL HWY
Municipality BOYNTON BEACH
Parcel Control Number 08-43-45-28-03-007-0010
Subdivision BOYNTON TOWN OF IN

Official Records Book 24660 **Page** 827

Sale Date JUL-2011

Legal Description: TOWN OF BOYNTON; ALL OF BLK 7 & 12 IN PB1P23, ALL OF TOWN OF BOYNTON REV PL OF BLK 12 IN PB15P18 & PT OF ABND SE 2ND AVE,

Owners
CAPSTONE RESDEV LLC

Mailing address
PO BOX 25999
SHAWNEE MISSION KS 66225 5999

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2011	\$6,600	24660 / 0827	CERT OF TITLE	CAPSTONE RESDEV LLC
DEC-2004	\$650,000	18074 / 0853	WARRANTY DEED	BOYNTON VENTURES I LLC
DEC-1994	\$100	08558 / 0817	CERT OF TITLE	
DEC-1994	\$100	08558 / 0815	CERT OF TITLE	
OCT-1994	\$100	08457 / 0154	CERT OF TITLE	

12

No Exemption Information Available.

Number of Units 0 ***Total Square Feet** 2337 **Acres** 4.5171
Use Code 1700 - OFFICE ONE STORY **Zoning** MU-H - Mixed Use High (08-BOYNTON BEACH)

Tax Year	2014	2013	2012
Improvement Value	\$51,484	\$23,590	\$23,471
Land Value	\$5,017,533	\$3,541,788	\$3,541,788
Total Market Value	\$5,069,017	\$3,565,378	\$3,565,259

All values are as of January 1st each year

Tax Year	2014	2013	2012
Assessed Value	\$3,921,916	\$3,565,378	\$3,565,259
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$3,921,916	\$3,565,378	\$3,565,259
Tax Year	2014	2013	2012
Ad Valorem	\$97,504	\$80,931	\$80,873
Non Ad Valorem	\$1,065	\$998	\$998
Total tax	\$98,569	\$81,929	\$81,871

EXHIBIT "C"



2012

Revised July 25, 2014

NGBS Scoring for New Construction
ICC 700-2012 National Green Building Standard™

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DESIGNERS REPORT - NATIONAL GREEN BUILDING STANDARD

Builder/Applicant:	Morgan Dayton Beach, LLC	Builder Phone:	407-648-5573
Mailing (physical) Address w/ Zip Code of Home:	101 S Federal, Hwy, BB, FL, Boynton Beach, Boynton Beach	Single-Family or Multi-Unit:	Multi-Unit
Community/Lot #:	PCN: 08-43-45-28-03-007-0010	# of units:	341
Climate Zone:	2	Square Footage:	939
County:	Palm Beach	Project Description:	4.688 acres, 6 stories, 7th story parking garage, includes retail spaces, also has common areas etc.
		NGBS Index:	Not entered

500 LOT DESIGN, PREPARATION AND DEVELOPMENT	501 LOT SELECTION	502 PROJECT TEAM, MISSION STATEMENT AND GOALS	503 LOT DESIGN
502.1 Lot. The lot is selected to minimize environmental impact by one or more of the following:			
502.1(1) The builder selects a lot within an NGBS certified green community or equivalent on which to build.	6		
502.1(2) An infill lot is selected.	8	8	
502.1(3) An infill lot is selected that is a greyfield.	7	7	
502.1(4) An EPA-recognized brownfield lot is selected.	9		
502.1(5) A lot with an average slope calculation of less than 15% is selected.	9	9	
502.2 Multi-modal transportation. A range of multi-modal transportation choices are provided by one or more of the following:			
502.2(1) A lot is selected within 1/2 mile (805 m) of pedestrian access to a mass transit system or within 5 miles (8046 m) of a mass transit station with provisions for parking.	4	4	
502.2(2) Walkways, street crossings, and entrances designed to promote pedestrian activity are provided. New buildings are connected to existing sidewalks and areas of development.	5	5	
502.2(3) A lot is selected within 1/2 mile (805 m) of 6 or more community resources (e.g., recreational facilities (such as pools, tennis courts, basketball courts), parks, grocery store, post office, place of worship, community center, daycare center, bank, school, restaurant, medical/dental office, laundromat/dry cleaner).	4	4	
502.2(4) Bicycle use is promoted by building on a lot located within a community that has rights-of-way specifically dedicated to bicycle use in the form of paved paths or bicycle lanes or on an infill lot located within 1/2 mile of a bicycle lane designated by the building owner.	5	5	
502.3 Project team, mission statement, and goals. A knowledgeable team is established and team member roles are identified with respect to green lot design, preparation, and development. The project's goals, needs and objectives are written into a mission statement.			
	4	4	
503.1 Natural resources. Natural resources are conserved by one or more of the following:			
503.1(1) A natural resources inventory is completed under the direction of a qualified professional.	5		
503.1(2) A plan is implemented to conserve the elements identified by the resource inventory as high-priority resources.	6		
503.1(3) Items listed for protection in the resource inventory plan are protected under the direction of a qualified professional.	4		
503.1(4) Basic training in tree or other natural resource protection is provided for the on-site supervisor.	4		
503.1(5) All tree pruning on-site is conducted by a Certified Arborist.	3		
503.1(6) Ongoing maintenance of vegetation on the lot during construction is in accordance with TCIA A300 or locally accepted best practices.	4		
503.1(7) Where a lot adjoins a landscaped common area, a protection plan from construction activities next to the common area is implemented.	5		
503.2 Slope disturbance. Slope disturbance is minimized by:			
503.2(1) The use of terrain adaptive architecture including terracing, retaining walls, landscaping, or other re-stabilization techniques.	5		
503.2(2) Hydrological/soil stability study is completed and used to guide the design of all buildings on the site.	4		
503.2(3) All or a percentage of driveways and parking are aligned with natural topography to reduce cut and fill.			
503.2(3)(a) 10% to 25%	3		
503.2(3)(b) 25% to 75%	4		
503.2(3)(c) greater than 75%	6		
503.2(4) Long-term erosion effects are reduced through the design and implementation of terracing, retaining walls, landscaping, or stabilization techniques.	5		
503.2(5) Underground parking uses the natural slope for parking entrances.	3		
503.3 Soil disturbance and erosion. Soil disturbance and erosion are minimized by one or more of the following: (also see Section 504.3)			
503.3(1) Construction activities are scheduled to minimize length of time that soils are exposed.	5		
503.3(2) At least 75% of total length of the utilities on the lot are designed to use one or more alternative means: (a) tunneling instead of trenching (b) use of smaller (low ground pressure) equipment or geomats to spread the weight of construction equipment (c) shared utility trenches or easements (d) placement of utilities under paved surfaces instead of yards	5	5	
503.3(3) Limits of clearing and grading are demarcated on the lot plan.	5	5	
503.4 Storm water management. A storm water management design includes one or more of the following low-impact development techniques: (For lots in a development, the points for items (1), (2), and (3) may be awarded for the lot when there is a community storm water management plan implemented and the builder does not violate that plan with respect to water leaving the lot.)			
503.4(1) Natural water and drainage features are preserved and used.	6		
503.4(2) Facilities that minimize concentrated flows and simulate flows found in natural hydrology by the use of vegetative swales, french drains, wetlands, drywells, rain gardens, and similar infiltration features.	6		
503.4(3) All or a percentage of impervious surfaces are minimized and permeable materials are used for driveways, parking areas, walkways, and patios.			
503.4(3)(a) less than 25%	2	2	
503.4(3)(b) 25 to 75%	4		
503.4(3)(c) greater than 75%	6		
503.4(4) A minimum of 50 percent of the roof is vegetated (green roof) using technology capable of withstanding the climate conditions of the jurisdiction and the microclimate conditions of the building site. Invasive plant species are not permitted.	5		
503.4(5) Stormwater management practices that manage rainfall on-site and prevent the off-site discharge from all storms up to and including the volume of the 95th percentile storm event.	6	6	
503.4(6) Conduct a hydrologic analysis that results in the design of a stormwater management system that maintains the pre-development (i.e., stable, natural) runoff hydrology of the lot throughout the development or redevelopment process. Post-construction runoff rate, volume, and duration cannot exceed predevelopment rates.	7		

503.5 A landscape plan for the lot is developed to limit water and energy use while preserving or enhancing the natural environment. (Where "front" only or "rear" only plan is implemented, only half of the points [rounding down to a whole number] are awarded for items 1-6)	Full Landscape Plan selected		
503.5(1) Where a lot is less than 50% turf, a plan is formulated to restore or enhance natural vegetation that is cleared during construction. Landscaping is phased to coincide with achievement of final grades to ensure denuded areas are quickly vegetated.	6		
503.5(2) Turf grass species, other vegetation, and trees are selected and specified on the lot plan that are native or regionally appropriate for local growing conditions.	4	4	
503.5(3) The percentage of turf areas that is designed to be mowed is limited and shown on the lot plan. The percentage is based on the landscaped area of the lot not including the home footprint, hardscape, and any undisturbed natural areas.			
503.5(3)(a) 0% or EPA WaterSense Water Budget Tool is used to determine the maximum percentage of turf areas	5		
503.5(3)(b) greater than 0% to less than 20%	4		
503.5(3)(c) 20% to less than 40%	3		
503.5(3)(d) 40% to 60%	2	2	
503.5(4) Plants with similar watering needs are grouped (hydrozoning) and shown on the lot plan.	5	5	
503.5(5) Summer shading by planting installed to shade a minimum of 30% of building walls. To conform to summer shading, the effective shade coverage is the arithmetic mean of the shade coverage calculated at 10 am for eastward facing walls, noon for southward facing walls, and 3 pm for westward facing walls on the summer solstice 5 years after planting.	5		
503.5(6) Vegetative wind breaks or channels are designed to protect the lot and immediate surrounding lots as appropriate for local conditions.	4		
503.5(7) On-site (or community generated) tree trimmings or stump grinding of regionally appropriate trees are used on the site to provide protective mulch during construction or for landscaping.	3		
503.5(8) An integrated pest management plan is developed to minimize chemical use in pesticides and fertilizers.	4		
503.6 Wildlife habitat. Measures are planned that will support wildlife habitat and include at least two of the following:			
503.6(1) Plants and gardens that will encourage wildlife, such as bird and butterfly gardens.	3		
503.6(2) Inclusion of a certified "backyard wildlife" program.	3		
503.6(3) Lots are adjacent to wildlife corridors, fish and game parks, or preserved areas and are designed with regard for this relationship.	3		
503.6(4) Outdoor lighting techniques are utilized with regard for wildlife.	3		
503.7 Environmentally sensitive areas.			
503.7(1) The lot does not contain any environmentally sensitive areas that are disturbed by the construction.	4	4	
503.7(2) Compromised environmentally sensitive areas are mitigated or restored.	4		
504 LOT CONSTRUCTION			
504.1 On-site supervision and coordination is provided during clearing, grading, trenching, paving on the lot, and installation of utilities on the lot to ensure that specified green development practices are implemented. (also see Section 503.3)	4	4	
504.2 Designated trees and vegetation are preserved by one or more of the following:			
504.2(1) Fencing or equivalent is installed to protect trees and other vegetation.	3		
504.2(2) Trenching, significant changes in grade, and compaction of soil and critical root zones in all "tree save" areas as shown on the lot plan are avoided.	5		
504.2(3) Damage to designated existing trees and vegetation is mitigated during construction through pruning, root pruning, fertilizing, and watering.	4		
504.3 On-site soil disturbance and erosion are minimized by one or more of the following in accordance with the SWPPP or applicable plans (also see Section 503.3)			
504.3(1) Sediment and erosion controls are installed on the lot and maintained in accordance with the storm water pollution prevention plan, where required.	5	5	
504.3(2) Limits of clearing and grading are staked out on the lot.	5	5	
504.3(3) "No disturbance" zones are created using fencing or flagging to protect vegetation and sensitive areas on the lot from construction activity.	5		
504.3(4) Topsoil from either the lot or the site development is stockpiled and stabilized for later use and used to establish landscape plantings on the lot.	5		
504.3(5) Soil compaction from construction equipment is reduced by distributing the weight of the equipment over a larger area (laying lightweight geogrids, mulch, chipped wood, plywood, OSB, metal plates, or other materials capable of weight distribution in the pathway of the equipment).	4		
504.3(6) Disturbed areas on the lot that are complete or to be left unworked for 21 days or more are stabilized within 14 days using methods as recommended by the EPA, or in the approved storm water pollution prevention plan, where required.	3		
504.3(7) Soil is improved with organic amendments and mulch.	3	3	
504.3(8) Utilities on the lot are installed using one or more alternative means (e.g., tunneling instead of trenching, use of smaller equipment, use of low ground pressure equipment, use of geomats, shared utility trenches or easements).	5		
504.3(9) Inspection reports of storm water best management practices are available.	3	3	
505 INNOVATIVE PRACTICES			
505.1 Driveways and parking areas. Driveways and parking areas are minimized by one or more of the following:			
505.1(1) Off-street parking areas are shared or driveways are shared. Waivers or variances from local development regulations are obtained to implement such practices, if required.	5	5	
505.1(2) In a multi-unit project, parking capacity is not to exceed the local minimum requirements.	5	5	
505.1(3) Structured parking is utilized to reduce the footprint of surface parking areas.			
505.1(3)(a) 25% to less than 50%	4		
505.1(3)(b) 50% to 75%	5		
505.1(3)(c) greater than 75%	6	6	
505.2 Heat island effect is mitigated by the following:			
505.2(1) Hardscape: Not less than 50 percent of the surface area of the hardscape on the lot meets one or a combination of the following methods. (a) Shading of hardscaping: Shade is provided from existing or new vegetation (within five years) or from trellises. Shade of hardscaping is to be measured on the summer solstice at noon. (b) Light-colored hardscaping: Horizontal hardscaping materials are installed with a solar reflectance index (SRI) of 29 or greater. The SRI shall be calculated in accordance with ASTM E1980. A default SRI value of 35 for new concrete without added color pigment is allowed to be used instead of measurements. (c) Permeable hardscaping: Permeable hardscaping materials are installed.	5	5	

505.2(2) Roofs: Not less than 75% of the exposed surface of the roof meets one or a combination of the following methods: (a) Minimum Initial SRI of 78 for a low-sloped roof (a slope less than or equal to 2:12) and a minimum Initial (SRI) of 29 for a steep-sloped roof (a slope of more than 2:12). The SRI shall be calculated in accordance with ASTM E1980. Roof products shall be labeled and certified. (b) Roof is vegetated using technology capable of withstanding the climate conditions of the jurisdiction and the microclimate conditions of the building site. Invasive plant species are not permitted.	5	5	
505.3 Density. The average density on the lot on a net developable area basis is:			
505.3(1) 7 to less than 14 dwelling units per acre (per 4047 m ²)	5		
505.3(2) 14 to less than 21 dwelling units per acre (per 4047 m ²)	8		
505.3(3) 21 or greater dwelling units per acre (per 4047 m ²)	11	11	
505.4 Mixed-use development. The lot contains a mixed-use building.	8	8	
505.5 Community garden(s). A portion of the lot is established as a community garden(s), available to residents of the lot, to provide for local food production to residents or area consumers.	3		
600. RESOURCE EFFICIENCY			
601. QUALITY OF CONSTRUCTION MATERIALS AND WASTE			
601.1 Conditioned floor area, in ft² (m²).			
601.1(1) less than or equal to 1,000 square feet (93 m ²)	15	15	
601.1(2) less than or equal to 1,500 square feet (139 m ²)	12		
601.1(3) less than or equal to 2,000 square feet (186 m ²)	9		
601.1(4) less than or equal to 2,500 square feet (232 m ²)	6		
<i>Multi-Unit Building Note: For a multi-unit building, use a weighted average of the individual unit sizes in qualifying for available points.</i>			
601.2 Structural systems are designed or construction techniques are implemented that reduce & optimize material usage.			
601.2(1) Minimum structural member or element sizes necessary for strength and stiffness in accordance with advanced framing techniques or structural design standards are selected.	3		
601.2(2) Higher-grade or higher-strength of the same materials than commonly specified for structural elements and components in the building are used and element or component sizes are reduced accordingly.	3		
601.2(3) Performance-based structural design is used to optimize lateral force-resisting systems.	3		
601.3 Building dimensions and layouts are designed to reduce material cuts & waste. This practice is used for a minimum of 80% of the following areas:			
601.3(1) floor area	3		
601.3(2) wall area	3		
601.3(3) roof area	3		
601.3(4) cladding or siding area	3	3	
601.3(5) penetrations or trim area	1		
601.4 Detailed framing or structural plans, material quantity lists and on-site cut lists for framing, structural materials, and sheathing materials are provided.			
601.4	4	4	
601.5 Precast, preassembled, panelized, or precast assemblies are utilized for a minimum of 90% for the following system or building.			
<i>Points can be claimed for 601.5(1)-3(1) OR 601.5(4) OR 601.5(5).</i>			
601.5(1) floor system	4		
601.5(2) wall system	4		
601.5(3) roof system	4		
601.5(4) modular construction above grade	13		
601.5(5) manufactured home construction above grade	13		
601.6 Stories above grade are stacked, such as in 1½-story, 2-story, or greater structures. The area of the upper story is a minimum of 50% of the area of the story below, based on areas with a minimum ceiling height of 7 feet (2134 mm).			
601.6(1) 1 stacked story	4		
601.6(2) 2 stacked stories	6		
601.6(3) 3 or more stacked stories	8	8	
601.7 Building materials/assemblies do not require additional site applied material for finishing.			
	MAX = 12	7	
601.7(1) 90% or more of material	5 points per material or assembly	1 materials or assemblies	
601.7(2) 50% to <90% of material	2 points per material or assembly	1 materials or assemblies	
601.7(3) 35% to <50% of material	1 point per material or assembly		
601.8 Frost-protected shallow foundations, pier and pad foundations, post foundations, etc.			
601.8	3	3	
601.9 Adobe, concrete, log, earth systems provide sufficient structural and thermal characteristics (>75% of the exterior wall area)			
601.9	4	4	
602. ENHANCED DURABILITY AND REDUCED MAINTENANCE			
602.1.1 Capillary breaks			
602.1.1.1 A capillary break and vapor retarder are installed at concrete slabs in accordance with ICC IRC Sections R506.2.2 and R506.2.3 or ICC IBC Sections 1910 and 1805.4.1.			
	Mandatory	Met	
602.1.1.2 Add a capillary break on footing to prevent moisture migration into foundation wall.			
	3		
602.1.2 Enhanced foundation waterproofing is installed:			
(1) rubberized coating, or	4		
(2) drainage mat			
602.1.3 Foundation Drainage			
602.1.3.1 Where required by the ICC IRC or IBC for habitable and usable spaces below grade, exterior drain tile is installed.			
	Mandatory	No habitable or usable space below grade	
602.1.3.2 Interior and exterior foundation perimeter drains are installed and sloped to discharge to daylight, dry well, or sump pit.			
	4	4	
602.1.4 Crawlspace			
602.1.4.1 Vapor retarder in unconditioned vented crawlspace is in accordance with the following, as applicable. Joints of vapor retarder overlap a minimum of 6 inches (152 mm) and are taped.			
602.1.4.1(1) Floors. Minimum 6 mil vapor retarder installed on the crawlspace floor and extended at least 6 inches up the wall and is attached and sealed to the wall.	6		
602.1.4.1(2) Walls. Damp-proof walls are provided below finished grade.	Mandatory, if there is a crawlspace that extends below finished grade	10% below grade	
602.1.4.2 Crawlspace that is built as a conditioned area is sealed to prevent outside air infiltration and provided with conditioned air at a rate not less than 0.02 cfm (.009 L/s) per square foot of horizontal area and one of the following is implemented:			
602.1.4.2(1) Concrete slab over 6 mil polyethylene or polystyrene sheeting lapped a minimum of 6 inches (152 mm) and taped or sealed at the seams.	8		
602.1.4.2(2) 6 mil polyethylene sheeting, lapped a minimum of 6 inches (152 mm), and taped at the seams.	Mandatory, if there is a crawlspace that extends below finished grade	No conditioned crawlspace	
602.1.5 Continuous physical foundation termite barrier used with or without low toxicity treatment is installed in geographical areas that have subterranean termite infestation potential determined.			
602.1.5	4	4	
602.1.6 Termite-resistant materials are used as follows:			
602.1.6(1) Areas of slight to moderate termite infestation probability	2		
602.1.6(2) Areas of moderate to heavy termite infestation probability	4		
602.1.6(3) Areas of very heavy termite infestation probability	6	6	
602.1.7 Moisture Control Measures			

602.1.7.1 Moisture control measures are in accordance with the following conditions.			
602.1.7.1(1) Building materials with visible mold are not installed or are cleaned or encapsulated prior to concealment and closing.	2	2	
602.1.7.1(2) Insulation in cavities is dry in accordance with manufacturer's installation instructions when enclosed (e.g., with drywall).	Mandatory 2 points if applicable	Met 2	
602.1.7.1(3) The moisture content of lumber is sampled to ensure it does not exceed 19% prior to the surface and/or wall cavity enclosure.	4		
602.1.7.2 Moisture content of subfloor, substrate, or concrete slabs is in accordance with the appropriate industry standard for the finish flooring to be applied.	2	2	
602.1.8 Where required by the ICC IRC or IBC, a water-resistive barrier and/or drainage plane system is installed behind exterior veneer and/or siding.	Mandatory, N/A applicable	Met	
602.1.9 Flashing is provided to minimize water entry into wall and roof assemblies and to direct water to exterior surfaces or exterior water-resistive barriers for drainage. Flashing details are provided in the construction documents and are in accordance with the fenestration manufacturer's instructions, the flashing manufacturer's instructions, or as detailed by a registered design professional.			
602.1.9(1) Flashing are installed at all of the following locations, as applicable: (a) around exterior fenestrations, slylights and doors (b) at roof valleys (c) at deck, balcony, porch or stair to building intersections (d) at roof-to-wall intersections, at roof-to-chimney intersections, at wall-to-chimney intersections, and at parapets. (e) at ends of and under masonry, wood, or metal copings and sills (f) above projecting wood trim (g) at built-in roof gutters (h) drip edge is installed at eaves and rake eaves	Mandatory, if applicable	Met	
602.1.9(2) All window head and jamb flashing are self-adhered flashing complying with AAMA 711-07.	2		
602.1.9(3) Fan flashing is installed at sills of all exterior windows and doors.	3		
602.1.9(4) Seamless, preformed kickout flashing, or prefabricated metal with soldered seams is provided at all roof-to-wall intersections. The type and thickness of the material used for roof flashing including but not limited kickout and step flashing is commensurate with the anticipated service life of the roofing material.	3	3	
602.1.9(5) A rainscreen wall design is used for exterior wall assemblies. (a) A system designed with minimum 1/4" inch air space exterior to the water-resistive barrier, vented to the exterior at top and bottom of the wall and integrated with flashing details. (b) Either a cladding material or a water-resistive barrier with enhanced drainage, meeting 75% drainage efficiency requirement of ASTM	4 2		
602.1.9(6) Through wall flashing is installed at transitions between wall cladding materials, or wall construction joints.	2		
602.1.9(7) Flashing is installed at expansion joints in stucco walls.	2		
602.1.10 Entries at exterior door assemblies are covered			
602.1.10(1) 1 exterior door	2	2	
602.1.10(2) 2 exterior doors	4		
602.1.10(3) 3 or more exterior doors	6		
602.1.11 Tile backing materials installed under tiled surfaces in wet areas are in accordance with ASTM C1178, C1278, C1289, or C1325.	Mandatory, if applicable	Met	
602.1.12 Roof overhangs are provided over a minimum of 90% of exterior walks to protect the building envelope.	4		
602.1.13 In areas where there has been a history of ice forming along the eaves causing a backup of water, an ice barrier is installed in accordance with the ICC IRC or IBC at roof eaves and extends at a minimum of 24 inches (610 mm) inside the exterior wall line of the building.	Mandatory, if applicable	No regional history of ice dams	
602.1.14 Architectural features that increase the potential for water intrusion are avoided.			
602.1.14(1) No roof configurations that create horizontal valleys in roof design.	2	2	
602.1.14(2) No recessed windows and architectural features that trap water on horizontal surfaces.	2	2	
602.1.14(3) All horizontal ledgers are sloped away to provide gravity drainage as appropriate for the application.	Mandatory 1 point if applicable	Met 1	
602.2 A minimum of 90% of roof surfaces, not used for roof penetrations and associated equipment, on-site renewable energy systems such as photovoltaics or solar thermal energy collectors, or rooftop decks, amenities and walkways, are constructed of one or both of the following: (1) products accordance with the ENERGY STAR® cool roof certification or equivalent (2) a vegetated roof system (3) Both	3 3 3	3	
602.3 A gutter and downspout system or splash blocks and effective grading are provided to carry water a minimum of 5 feet (1524 mm) away from perimeter foundation walls.	4	4	
602.4.1 Finished grade at all sides of a building is sloped to provide a minimum of 6 inches (150 mm) of fall within 10 feet (3048 mm) of the edge of the building. Where lot lines, walls, slopes, or other physical barriers prohibit 6 inches (152 mm) of fall within 10 feet (3048 mm), the final grade is sloped away from the edge of the building at a minimum slope of 2%.	Mandatory	Met	
602.4.2 The final grade is sloped away from the edge of the building at a minimum slope of 5%.	1		
602.4.3 Water is directed to drains or swales to ensure drainage away from the structure.	1		
603 REUSE OR SALVAGED MATERIALS			
603.1 Existing buildings and structures are reused, modified, or deconstructed in lieu of demolition. (1 point per 200 ft ² reused)	MAX = 12		
603.2 Reclaimed and/or salvaged materials and components are used. The total material value and labor cost of salvaged materials is equal to or exceeds 1 percent of the total construction cost. (Points awarded per 1% of salvaged materials used based on the total construction cost.)	MAX = 9		
603.3 Facilitation for sorting and reuse of scrap building material (e.g., provide a central storage area or designated bins)	4	4	
604 RECYCLED CONTENT BUILDING MATERIALS			
604.1.1 Building materials w/ recycled content are used. (MINOR Components) 25 - <50% 50 - <75% 75%+	1 2 3		
604.1.2 Building materials w/ recycled content are used. (MAJOR Components) 25 - <50% 50 - <75% 75%+	2 4 6		
605 RECYCLED CONSTRUCTION WASTE			
605.1 A construction waste management plan is developed, posted at the jobsite, and implemented with a goal of recycling or salvaging a minimum of 50% (by weight) of construction waste.	6	6	
605.2 On-site recycling of 50% by weight of C&D waste (e.g., grinding/application for soil amendment).	7		
605.3 Construction materials (e.g., wood, cardboard, metals, drywall, plastic, asphalt roofing shingles, or concrete) are recycled offsite. 2 types 3 types 4 types 5+ types	3 4 5 6		
606 RENEWABLE MATERIALS			
606.1 Bio-based products are used. two types @ 0.5% of material cost two types @ 1% of material cost each additional material at 0.5%	MAX = 8 3 6 1 per type		
606.2 Wood or wood-based product types are certified to the requirements of a recognized product program: 606.2(1) Min. 2 products used for minor elements	3		

606.2(2) Min. 2 products used for major elements	4		
606.3 Materials used for major components are manufactured using a min. of 33% of the primary manufacturing process energy from renewable sources, combustible waste sources, or renewable energy credits (RECs).			
1 material	2		
2 materials	4		
3+ materials	6		
607 RECYCLING & WASTE REDUCTION			
607.1(1) A built-in collection space in each kitchen and an aggregation/pick-up space in a garage, covered outdoor space, or other area for recycle containers.	3	3	
607.1(2) Compost facility provided on-site.	3		
607.2 A minimum of one food waste disposer is installed at the primary kitchen sink.	1	1	
608 RESOURCE-EFFICIENT MATERIALS			
608.1 Products containing fewer materials are used to achieve the same end-use requirements as conventional products, including but not limited to: (1) lighter, thinner brick with bed depth < 3 inches and/or brick with coring > 25% (2) engineered wood or engineered steel products (3) roof floor trusses.			
1 product	3		
2 products	6		
3+ products	9		
609 REGIONAL MATERIALS			
609.1 Regional materials are used for major elements or components of the building.			
1 type	2		
2 types	4		
3 types	6	6	
4 types	8		
5+ types	10		
610 LIFE-CYCLE ANALYSIS			
610.1 A life cycle analysis (LCA) tool is used to select environmentally preferable products or assemblies, or an LCA is conducted on the entire building.	15 points for 610.1.1 10 points max. for 610.1.2		
610.1.1 A whole-building LCA is performed using a life cycle assessment and data compliant with ISO 14044 or other recognized standards.	15		
610.1.2 An environmentally preferable product or assembly is selected for an application based upon the use of an LCA tool that incorporates data methods compliant with ISO 14044 or other recognized standards that compare the environmental impact of products or assemblies.	10 points max. for 610.1.2(1) & (2)		
610.1.2(1) Two or more products with the same intended use are compared based on LCA and the product with at least a 15% average improvement is selected. Number of points awarded is based on the number of environmental impact measures compared: # of comparisons with 4 impact measures: # of comparisons with 5 impact measures:	MAX = 10 Points per Table 610.1.2(1)		
610.1.2(2) Building assembly LCA. A building assembly with improved environmental impact measures compared to an alternative assembly of the same function is selected. # of impact measures in LCA for exterior walls: # of impact measures in LCA for roof/ceilings: # of impact measures in LCA for interior walls or ceilings: # of impact measures in LCA for intermediate floors:	MAX = 10 Points per Table 610.1.2(2)		
611 INNOVATIVE PRACTICES			
611.1 Product manufacturer's operations and business practices include environmental management system concepts, and the production facility is ISO 14001 certified or equivalent. The aggregate value of building products from ISO 14001 certified or equivalent production facilities is 1% or more of the estimated total building materials cost.			
1% - <2%	1		
2% - <3%	2		
3% - <4%	3		
4% - <5%	4		
5% - <6%	5		
6% - <7%	6		
7% - <8%	7		
8% - <9%	8		
9% - <10%	9		
10+%	10		
611.2 One or more of the following products are used for at least 30% of the floor or wall area of the entire dwelling unit, as applicable. Certification third-party agency is ISO Guide 65 accredited.	MAX = 9		
(1) 50% or more of carpet installed (by square feet) is third-party certified to NSF/ANSI 140.	3		
(2) 50% or more of resilient flooring installed (by square feet) is third-party certified to NSF/ANSI 332.	3		
(3) 50% or more of the insulation installed (by square feet) is third-party certified to Ecologo CD-616.	3		
(4) 50% or more of interior wall coverings installed (by square feet) is third-party certified to NSF/ANSI 342.	3		
(5) 50% or more of the gypsum board installed (by square feet) is third-party certified to ULF JSR 100.	3		
(6) 50% or more of the door leafs installed (by number of door leafs) is third-party certified to ULF JSR 102.	3		
(7) 50% or more of the tile installed (by square feet) is third-party certified to ANSI A138.1 Specifications for Sustainable Ceramic Tiles, Glass Tiles and Tile Installation Materials.	3		
611.3 Universal design elements. Dwelling incorporates one or more of the following universal design elements.	MAX = 9		
(1) Any no-step entrance into the dwelling which is accessible from a substantially level parking or drop-off area (no more than 2%) via an accessible path which has no individual change in elevation or other obstruction of more than 1-1/2 inches in height, whose pitch does not exceed 1 in 12 and which provides a minimum 32-inch wide clearance into the dwelling.	3		
(2) Minimum 36-inch wide accessible route from the no-step entrance into at least one visiting room in the dwelling and into at least one full or half bathroom which has a minimum 32 inch clear door width and a 30 inch by 48 inch clear area inside the bathroom outside the door swing.	3		
(3) Minimum 36-inch wide accessible route from the no-step entrance into at least one bedroom which has a minimum 32 inch clear door width.	3		
(4) Blocking or equivalent installed in the accessible bathroom walls for future installation of grab bars at commode and bathing fixture, if applicable.	1	1	
700 ENERGY EFFICIENCY			
701 MINIMUM ENERGY EFFICIENCY REQUIREMENTS			
User must select either Performance (701.1.1), Prescriptive (701.1.2), or Alternative Bronze (701.1.3) compliance path.			
701.1 The building shall comply with either Section 702 or Section 703			
701.1 The building shall comply with either Section 702 (Performance Path) or Section 703 (Prescriptive Path). Items listed as "mandatory" in Section 701.4 apply to both the Performance and Prescriptive Paths. As an alternative, an ENERGY STAR® 2.0 Qualified Home or equivalent can claim 30 points from 701.1.3 and meet the Bronze level for Chapter 7.	Performance Path OR Prescriptive Path OR Alternative Bronze Level Compliance	Performance Path	
701.1.1 Minimum Performance Path requirements. A building complying with Section 702 shall exceed the ICC IECC by 15%, & shall include a min. of 2 practices from Sec. 704, OR meet 701.1.2 OR 701.1.3.			
701.1.2 Minimum Prescriptive Path requirements. A building complying with Sec. 703 shall obtain a minimum of 30 points from Sec. 703, & shall include a min. of 2 practices from Sec. 704.			
701.1.3 Alternative Bronze Level compliance. Any ENERGY STAR Qualified Home achieves the Bronze Level for Chapter 7.			

701.1.3 Alternative Bronze Level compliance. Any ENERGY STAR 2.0 Qualified Home or equivalent achieves the Bronze Level for Chapter 7. If 30 points claimed for practice 701.1.3, this chapter and this project cannot achieve a level higher than Bronze. If points claimed for this practice, skip the following sections: * 701.3 - Adopting Entity review * 701.4 - Mandatory Practices * 702 - Performance Path * 703 - Prescriptive Path Points can be claimed in Section 704 that count toward additional points needed for the project	30		
701.2 Emerald Level points. The Performance Path shall be used to achieve the Emerald Level.			
701.3 Adopting Entity review. A review by third party shall be conducted to verify design and compliance with Chapter 7 points.	Mandatory	Met	
701.4 Mandatory practices.			
701.4.1 HVAC systems.			
701.4.1.1 Space heating/cooling sized per Manual J, Equipment sized per Manual S	Mandatory	Met	
701.4.1.2 Radiant/hydronic heating system designed using industry-approved guidelines	Mandatory	N/A	
701.4.2 Duct systems.			
701.4.2.1 Ducts are air sealed with materials in conformance with UL 181A or UL 181B specifications	Mandatory	Met	
701.4.2.2 Building cavities are not used as supply ducts	Mandatory	Met	
701.4.2.3 Duct system is sized and designed in accordance with ACCA Manual D or equivalent	Mandatory	Met	
701.4.3 Insulation and air sealing.			
701.4.3.1 Building Thermal Envelope. The building thermal envelope is durably sealed to limit infiltration. See details in chapter 7 tab.	Mandatory	Met	
701.4.3.2 Air sealing and insulation. Grade 3 Insulation Installation is not permitted. The compliance of the building envelope air tightness and insulation installation is demonstrated in accordance with Section 701.4.3.2(1) or 701.4.3.2(2)			
701.4.3.2(1) Testing option. Building envelope tightness and insulation installation is considered acceptable when air leakage is less than seven air changes per hour (ACH) when tested with a blower door at a pressure of 75 Pa (50 Pa).	Mandatory		
701.4.3.2(2) Visual inspection option. Building envelope tightness and insulation installation are considered acceptable when the components listed below applicable to the method of construction, are field verified. See details in chapter 7 tab.		Met	
701.4.3.3 Fenestration air leakage. Windows, skylights and sliding glass doors have an air infiltration rate of no more than 0.3 cfm per square foot (1.5 L/s/m ²), and swinging doors no more than 0.5 cfm per square foot (2.6 L/s/m ²)	Mandatory	Met	
701.4.3.4 Recessed lighting. Recessed luminaires installed in the building thermal envelope are sealed to limit air leakage between conditioned and unconditioned spaces.	Mandatory	Met	
701.4.4 High-efficacy lighting. A minimum of 50% of the total hard-wired lighting fixtures, or the bulbs in those fixtures, qualify as high efficacy or equivalent.	Mandatory	Met	
701.4.5 Boiler supply piping. Boiler supply piping in unconditioned space is insulated.	Mandatory	N/A	
702 PERFORMANCE PATH			
702.1 Points from Section 702 (Performance Path) shall not be combined with points from Section 703 (Prescriptive Path).			
702.2.1 ICC IECC analysis. Energy efficiency features are implemented to achieve energy cost performance that meets the ICC IECC.	Mandatory	Met	
702.2.2 A documented analysis shows performance in excess of 2009 IECC by at least 15%:	30 - 100	46	
703 PRESCRIPTIVE PATH			
703.1 Building envelope			
703.1.1 UA Improvement. The total building thermal envelope UA is less than or equal to the total UA resulting from the U-factors provided in Table 703.1.1(a). Where insulation is used to achieve the UA improvement, the insulation installation is in accordance with Grade 1 requirements as graded by a third-party. Total UA is documented using a RESCheck or equivalent report to verify the baseline and the UA Improvement.			
5 to <10%	per Table 703.1.1		
10% to <15%			
15% to <20%			
20% or greater			
703.1.2 The insulation installation is graded by a third party and in accordance with Sections 703.1.2.1, 703.1.2.2, and/or 703.1.2.3, as applicable. Grade 2 is permitted only for Bronze. Points are not available if points awarded in 703.1.1.			
Grade 1	7		
Grade 2	4		
703.1.3 Mass walls. More than 75% of the above-grade exterior opaque wall area of the building is mass walls.			
≥5 inch to <6 inch	5		
> 6 inch	3		
703.1.4 A radiant barrier with an emittance of 0.05 or less is used in the attic.	3		
703.1.5 Building envelope leakage. The maximum building envelope leakage rate is in accordance with Table 703.1.5. (Also see Section 802.2.1)			
Max Envelope Leakage Rate (ACH50) = 5	3		
Max Envelope Leakage Rate (ACH50) = 4	4		
Max Envelope Leakage Rate (ACH50) = 3	5		
Max Envelope Leakage Rate (ACH50) = 2	6		
Max Envelope Leakage Rate (ACH50) = 1	5		
703.1.6 Fenestration			
703.1.6.1 NFRC-certified (or equivalent) U-factor and SHGC of windows, exterior doors, skylights, and tubular daylighting devices (TDDs) on an area-weighted average basis are in accordance with Table 703.1.6.1.	Mandatory	N/A	
703.1.6.2 The NFRC-certified (or equivalent) U-factor and SHGC of windows, exterior doors, skylights, and tubular daylighting devices (TDDs) are in accordance with Table 703.1.6.2(a), (b), or (c).			
Table 703.1.6.2(a): Enhanced Fenestration Specifications	5		
Table 703.1.6.2(b): Enhanced Fenestration Specifications	9		
Table 703.1.6.2(c): Enhanced Fenestration Specifications	0		
703.2 HVAC equipment efficiency			
703.2.1 Combination space heating and water heating system (combo system) is installed using either a coil from the water heater connected to an air handler to provide heat for the building or dwelling unit, or a space heating boiler using an indirect-fired water heater. Devices have a combined annual efficiency of 0.80.	4		
703.2.2 Furnace and/or boiler efficiency is in accordance with Tables 703.2.2(1), 703.2.2(2), 703.2.2(3), 703.2.2(4).	Points per Table 703.2.2(1) or Table 703.2.2(2) or Table 703.2.2(3) or Table 703.2.2(4)		
703.2.3 Heat pump heating efficiency is in accordance with Table 703.2.4. Refrigerant charge is verified for compliance with manufacturer's instructions.			
8.2 HSPF (11.5 EER)	1		
9.0 HSPF (12.5 EER)	3		
9.5 HSPF	4		
10.0 HSPF	4		

703.2.4 Cooling efficiency is in accordance with Table 703.2.4. Refrigerant charge is verified for compliance with manufacturer's instructions.			
≥ 14 SEER (11.5 EER)	3		
≥ 15 SEER (12.5 EER)	5		
≥ 17 SEER (12.5 EER)	8		
≥ 19+ SEER (12.5 EER)	11		
≥ 19+ SEER	14		
703.2.5 Water source cooling and heating efficiency is ≥ 15 EER, ≥ 4.0 COP.	18		
703.2.6 Ground source heat pump is installed by a Certified Geothermal Service Contractor in accordance with Table 703.2.6.			
14.1 EER 3.3 COP	14		
15 EER 3.5 COP	16		
16.2 EER 3.6 COP	18		
24 EER 4.3 COP	28		
28 EER 4.8 COP	32		
703.2.7 ENERGY STAR, or equivalent, ceiling fan(s) are installed.	1		
703.2.8 Whole-building or whole-dwelling unit fan(s) with insulated louvers and a sealed enclosure is installed.	5		
703.2.9 In multi-unit buildings, an advanced electric and fossil fuel submetering system is installed to monitor electricity and fossil fuel consumption for each unit.	1		
703.3 Duct Systems			
703.3.1 All space heating is provided by a system(s) that does not include air ducts.	4		
703.3.2 All space cooling is provided by a system(s) that does not include air ducts.	7		
703.3.3 Ductwork is in accordance with all of the following: (1) Building cavities are not used as return ductwork. (2) Heating and cooling ducts and mechanical equipment are installed within the conditioned building space.	11		
703.3.4 Duct Leakage. The entire central HVAC duct system, including air handlers and register boots, is tested by a third party for total leakage at a pressure differential of 0.1 inches w.g. (25 Pa) and maximum air leakage is equal to or less than 6 percent of the system design flow rate.			
Ductwork entirely outside the building's thermal envelope	9		
Ductwork entirely inside the building's thermal envelope	3		
Ductwork inside and outside the building's thermal envelope	6		
703.4 Water heating system			
703.4.1 Water heater Energy Factor (EF) is in accordance with the tables in 703.4.1.		Points per Table 703.4.1(1)(a) or Table 703.4.1(1)(b) or Table 703.4.1(2) or Table 703.4.1(3) or Table 703.4.1(4)	
703.4.2 Desuperheater is installed by a qualified installer or is pre-installed in the factory.	8		
703.4.3 Drain-water heat recovery system is installed in multi-family units.	2		
703.4.4 Indirect-fired water heater storage tanks heated from boiler systems are installed.	1		
703.4.5 Solar water heater. SRCC (Solar Rating & Certification Corporation) OG 300 rated, or equivalent, solar domestic water heating system is installed. Solar Energy Factor (SEF) as defined by SRCC is in accordance with Table 703.4.5.			
≥ SEF 1.3	10		
≥ SEF 1.51	12		
≥ SEF 1.81	14		
≥ SEF 2.01	17		
≥ SEF 3.01	19		
703.5 Lighting and appliances			
703.5.1 Hard-wired lighting is in accordance with one of the following:			
703.5.1(1) A minimum of 75% of the total hard-wired luminaires qualify as ENERGY STAR or equivalent.	4		
703.5.1(1) A minimum of 95% of the total hard-wired luminaires qualify as ENERGY STAR or equivalent.	6		
703.5.1(2) A minimum of 80% of the exterior lighting wattage has a minimum efficiency of 40 lumens per watt or is solar-powered.	1		
703.5.2 Recessed luminaires. The number of recessed luminaires that penetrate the thermal envelope are less than 1 per 400 square feet (37.16 m ²) of total conditioned floor area and are in accordance with Section 701.4.3.4.	2		
703.5.3 Appliances. ENERGY STAR or equivalent appliance(s) are installed.			320246 s.f. total floor area
Refrigerator	2		
Dishwasher	1		
Washing machine	4		
703.5.4 Induction cooktop. Induction cooktop is installed.	1		
703.6 Passive solar design			
703.6.1 Sun-tempered design. Building orientation, sizing of glazing, and design of overhangs are in accordance with Sections 703.6.1(1-9).	0		
703.6.2 Window shading. Automated solar protection is installed to provide shading for windows.	1		
703.6.3 Passive cooling design features are in accordance with at least 3 from (1)-(6) below, but no more than 4.			
Exterior shading is provided on east and west windows using one or a combination of the following: (a) Vine-covered trellises with the vegetation separated a minimum of 1 foot (305 mm) from face of building (b) moveable awnings or louvers (c) covered porches (d) attached or detached conditioned/unconditioned enclosed space that provides shading	2		
Overhangs are installed to provide shading on south-facing glazing in accordance with Section 703.6.1(7).	1		
Points not awarded if points are taken under Section 703.6.1			
Windows and/or window skylights are located to facilitate cross ventilation.	1		
Solar reflective roof or radiant barrier is installed in climate zones 1, 2, or 3 and roof material achieves a 3-year aged criterion of 0.50.	2		
Internal exposed thermal mass is a minimum of three inches (76 mm) in thickness. Thermal mass consists of concrete, brick, and/or tile that are fully adhered to a masonry base or other masonry material and is in accordance with one or a combination of the following: (a) A minimum of 1 square foot (0.09 m ²) of exposed thermal mass of floor per 3 square feet (2.8 m ²) of gross finished floor area. (b) A minimum of 3 square feet (2.8 m ²) of exposed thermal mass in interior walls	1		
Roofing material is installed with a minimum 0.75 inch (19 mm) continuous air space offset from the roof deck from eave to ridge.	1		
703.6.4 Passive solar heating design. In addition to the sun-tempered design features in Section 703.6.1, all of Sections 703.6.4(1-3) are implemented.	0		
704 ADDITIONAL PRACTICES			
704.2 Lighting			
704.2.1 Occupancy sensors. Occupancy sensors are installed on indoor lights, and photo or motion sensors are installed on outdoor lights to control lighting.			
25% of lighting	1	1	
50% of lighting	2		

704.2.2 TDDs and skylights. Tubular daylighting device (TDD) or a skylight with sealed, insulated, low-E glass is installed in rooms without windows.	2		
704.2.3 Occupancy sensors are installed on indoor lights, and photo or motion sensors are installed on outdoor lights to control lighting.	1		
704.3 Return ducts and transfer grilles. Return ducts or transfer grilles are installed in every room with a door. Return ducts or transfer grilles are not required for bathrooms, kitchens, closets, pantries, and laundry rooms.	5	5	
704.4 HVAC design and installation			
704.4.1 HVAC contractor and service technician are certified by a nationally or regionally recognized program (e.g., North American Technician Excellence, Inc. (NATE), Air Conditioning Contractors of America Quality Assured Program (ACCA/QA), Building Performance Institute (BPI), Radiant Panel Association, or manufacturers' training program).	1	1	
704.4.2 Performance of the heating and/or cooling system is verified by the HVAC contractor in accordance with all of the following: (1) Start-up procedure is performed in accordance with the manufacturer's instructions. (2) Refrigerant charge is verified by super-heat and/or sub-cooling method. (3) Burner is set to fire at input level listed on nameplate. (4) Air handler setting/fan speed is set in accordance with manufacturer's instructions (5) Total airflow is within 10 percent of design flow (6) Total external system static does not exceed equipment capability at rated airflow	1		
704.4.3 Manufacturer's label or printed specifications for sealed air handler (except furnaces) indicates the leakage is less than or equal to 2 percent of design airflow at a pressure of 1-inch of water (250 Pa). Air handlers are tested with inlets, outlets, and condensate drain ports sealed and filter box in place.	4		
704.5 Installation and performance verification			
704.5.1 Third-party on-site inspection is conducted to verify compliance with all of the following, as applicable. Minimum of two inspections are performed. One inspection after insulation is installed and prior to covering, and another inspection upon completion of the building. Where multiple buildings or dwelling units of the same model are built by the same builder, a representative sample inspection of a minimum of 15 percent of the buildings or dwelling units is permitted. (1) Ducts are installed in accordance with the ICC IRC or IMC and ducts are sealed. (2) Building envelope air sealing is installed. (3) Insulation is installed in accordance with Section 703.1.2. (4) Windows, skylights, and doors are flashed, caulked, and sealed in accordance with manufacturer's instructions and in accordance with Section 701.4.3.	5	5	
704.5.2 Testing. Testing above mandatory requirements is conducted to verify performance.			
704.5.2.1 Building envelope leakage testing.			
A blower door test and a visual inspection are performed as described in 701.4.3.2.	5		
Third-party verification is completed.	5		
704.5.2.2 HVAC airflow testing. Balanced HVAC airflows are demonstrated by flow hood or other acceptable flow measurement tool by a third party. Test results are in accordance with both of the following: (1) Measured flow at each supply and return register is within 25% of design flow. (2) Total airflow is within 10% of design flow.	8		
704.5.3 Insulating hot water pipes. Insulation with a minimum thermal resistance (R-value) of at least R-3 is applied to the following, as applicable: (a) piping larger than 3/4-inch outside diameter (b) piping serving more than one dwelling unit (c) piping branches serving kitchen sinks (d) piping located outside the conditioned space (e) piping from the water heater to a distribution manifold (f) piping located under a floor slab (g) buried piping (h) piping in recirculation systems other than demand recirculation systems (i) all other piping except the piping that meets the length requirements of Table 704.5.3	1	1	
705 INNOVATIVE PRACTICES			
705.1 Energy consumption control. A whole-building or whole-dwelling unit device is installed that controls or monitors energy consumption.	MAX = 7		
705.1(1) programmable communicating thermostat	1		
705.1(2) energy monitoring device	2		
705.1(3) energy management control system	4		
705.2 Renewable energy service plan is provided as follows:			
705.2(1) Builder uses renewable energy service plan for interim electric service. The builder's local administrative office has renewable energy service.	2		
705.2(2) The buyer of the building selects a renewable energy service plan provided by the utility			
<50% of dwelling's projected electricity & gas use is provided by renewable	5		
50% or more of dwelling's projected electricity & gas use provided by renewable energy	1		
705.3 Smart Appliances and Systems. Smart appliances and systems are installed as follows.			
Refrigerator	3-5 appliances = 1pt 6+ appliances = 2pts		
Freezer			
Dishwasher			
Clothes Dryer			
Clothes Washer			
Room Air Conditioner			
HVAC Systems			
Service Hot Water Heating Systems			
705.4 Pumps			
705.4.1 Pool, spa, and water features equipped with filtration pumps as follows.			
705.4.1(1) Two-speed pump(s) is installed.	1	1	
705.4.1(2) Electronically controlled variable-speed pump(s) is installed (efficiency of 90 percent or greater).	3		
705.4.2 Sump pump(s) with electrically commutated motors (ECMs) or permanent split capacitor (PSC) motors installed (efficiency of 90% or greater).	1		
705.5 Additional renewable energy options. Renewable energy system(s) is installed on the property (e.g., solar photovoltaic panels, building integrated photovoltaic system, wind energy system, on-site micro-hydro power system, active solar space heating system, solar thermal hydronic heating system, photovoltaic hybrid heating system).	1 point per 100 watts per 2000 SF		320246 s.f. total floor area
705.6 Parking garage efficiency. Structured parking garages are designed to require no mechanical ventilation for fresh air requirements.	2		
800 WATER EFFICIENCY			
801 INDOOR AND OUTDOOR WATER USE			
801.1 Indoor hot water usage.			
801.1 Indoor hot water supply system is in accordance with one of the practices listed in items (1) through (5). The maximum length from the source of hot water to the termination of the fixture supply is determined in accordance with Tables 801.1(1) or 801.1(2), or 50 feet, whichever is less. - Where more than one water heater is used or where more than one type of hot water supply system, including multiple circulation loops, is used, points are awarded based on the system that qualifies for minimum number of points. - Systems with circulation loops are eligible for points only if pumps are demand controlled. Circulation systems with timers or aquastats and constant-on circulation systems are not eligible to receive points. - The points are awarded only if the pipes are insulated in accordance with Section			

(1) The maximum volume from the water heater to the termination of the fixture supply at furthest fixture is 128 ounces (1 gallon or 3.78	11		
(2) The maximum volume from the water heater to the termination of the fixture supply at furthest fixture is 64 ounces (0.5 gallon or 1.89	17		
(3) The maximum volume from the water heater to the termination of the fixture supply at furthest fixture is 32 ounces (0.25 gallon or 0.945	29		
(4) A demand controlled hot water priming pump is installed on the main supply pipe of the circulation loop and the maximum volume from this supply pipe to the furthest fixture is 24 ounces (0.19 gallons	35		
(4)(a) 801.1(4) is met AND the volume in the circulation loop (supply) from the water heater or boiler to the branch for the furthest fixture is no more than 128 ounces (1 gallon or 3.78 liters)	39		
801.1.1(5) A central hot water recirculation system is implemented in multi-unit buildings in which the hot water line distance from the recirculating loop to the engineered parallel piping system (i.e., manifold system) is less than 30 feet (9144 mm) and the parallel piping to the fixture fittings contains a maximum of 64 ounces (1.89 liters) (115.50 cubic inches) (0.60 gallons)	9		
801.1.1(6) Tankless water heater(s) with at least 0.5 gallon (1.89 liters) of storage are installed or a tankless water heater that ramps up to at least 110F within 5 seconds is installed. The storage may be internal or external to the tankless water heater.	4		
801.2 ENERGY STAR or equivalent water conserving appliances are installed.			
801.2(1) dishwashers (multiples all must comply)	2	2	
801.2(2)(a) washing machine with a water factor of >6.0	13	13	
801.2(2)(b) washing machine with a water factor of ≤6.0	24		
801.3 Showerheads are in accordance with the following:			
801.3(1) The total maximum combined flow rate of all showerheads controlled by a single valve at any point in time in a shower compartment is 1.6 to less than 2.5 gpm. Maximum of two valves are installed per shower compartment. The flow rate is tested at 80 psi (552 kPa) in accordance with ASME A112.18.1. Showerheads are served by an automatic compensating valve that complies with ASSE 1016 or ASME A112.18.1 and specifically designed to provide thermal shock and scald protection at the flow rate of the showerhead.			
1 fixture	4	4	
2 fixtures	5		
3 fixtures	6		
4+ fixtures	7		
801.3(2) All shower compartments in the dwelling units and common areas meet the requirements of 801.3(1).			
2.0 to <2.5 gpm	11	11	
1.6 to <2.0 gpm	14		
801.3(3) Any control that can shut off water flow without affecting temperature is installed.			
1 shutoff	1		
2 shutoffs	2		
3 shutoffs	3		
801.4 Faucets.			
801.4.1 Water-efficient lavatory faucets with 1.5 gpm (5.68 L/m) or less maximum flow rate when tested at 60 psi (414 kPa) in accordance with ASME A112.18.1 are installed:			
801.4.1(1) All lavatory faucets per bathroom comply.			
1 bath	1	1	
2 baths	2		
3+ baths	3		
801.4.1(2) All lavatory faucets per dwelling unit comply.	6	6	
801.4.2 Self-closing valve, motion sensor, metering, or pedal-activated faucet is installed to enable intermittent on/off operation.			
1 fixture	1		
2 fixtures	2		
3+ fixtures	3		
801.5 Water closets and urinals are in accordance with the following:			
801.5(1) Water closets and urinals installed meet the following conditions: (a) All water closets are 1.28 gallons per flush or less and all urinals are 0.5 gallons per flush or less, OR (b) All water closets and urinals are waterless or composting.	Required for Gold or Emerald Level	Met	
801.5(2) A water closet is installed with an effective flush volume of 1.28 gallons (4.85 L) or less when tested in accordance with ASME A112.19.2/CSA B45.1 (all water closets) or when tested in accordance with ASME A112.19.14 (all dual flush water closets), and is in accordance with EPA WaterSense Tank-Type High-Efficiency Toilet.			
1 fixture	2	2	
2 fixtures	4		
3+ fixtures	6		
801.5(3) All water closets are in accordance with Section 801.5(2).	11	11	
801.5(3)(a) Dual flush (or other) water closets are used that have a flush volume of 1.2 gallons or less and comply with 801.5(2); and all other water closets comply with 801.5(2).			
1 fixture	1		
2 fixtures	2		
3+ fixtures	3		
801.5(3)(b) One or more urinals are installed with a flush volume of 0.5 gallons (1.9L) or less when tested in accordance with ASME A112.19.2 and all other water closets comply with 801.5(2).	8	1	
801.5(3)(c) One or more composting or waterless toilets and/or urinals are installed and all other water closets comply with 801.5(2).	6		
801.6 Irrigation systems.			
801.6.1 Multi-stream, multi-trajectory rotating nozzles are installed in lieu of spray nozzles for turf or landscaping.	6	6	
801.6.2(1) Drip irrigation is installed for landscape beds.	4	4	
801.6.2(2) Subsurface drip is installed for turf grass areas.	4		
801.6.3 Landscape Plan & Implementation are executed by a certified WaterSense Professional or equivalent as approved by adjoining entity.	5	5	
801.6.4 Drip Irrigation Zones implemented show plant type by name and water use or need for each emitter.	10		
801.6.5 The irrigation system(s) is controlled by a smart controller.			
(1) Evapotranspiration (ET) based irrigation controller with a rain sensor or soil moisture sensor based controller.	8	8	
(2) No irrigation is installed and a landscape plan is developed in accordance with Section 503.5, as applicable.	15		
801.7.1 Rainwater is used for irrigation in accordance with one of the following:			
(1) Rainwater is diverted for landscape irrigation without impermeable water storage.	5		
(2) Rainwater is diverted for landscape irrigation with impermeable water storage.			
(a) 50-499 gallon storage capacity	5		
(b) 500-2499 gallon storage capacity	10		
(c) 2500+ gallon storage capacity	15		
(d) All irrigation demands are met by rainwater capture	25		
801.7.2 Rainwater is used for interior demand in the following way (system is designed by a professional certified by The American Rainwater Catchment Systems Association or equivalent).			
1 fixture for partial domestic demand	5		
2 fixtures for partial domestic demand	10		
3+ fixtures for partial domestic demand	15		
Rainwater provides for total domestic demand	25		
801.8 Water filter is installed to reduce sediment and protect plumbing fixtures for the whole building or whole dwelling unit.	1		
802 INNOVATIVE PRACTICES			
802.1 Recycled, grey, or recycled water is used as permitted by applicable code.			
1 water closet	5		

2 water closets	10		
3 water closets	15		
4+ water closets	20		
Irrigation system	10		
902.2 One of following automatic shutoff water supply devices is installed. Where a fire sprinkler system is present, installer is to ensure the device will not interfere with the operation of the fire sprinkler system.			
Excess water flow automatic shutoff	2		
Leak detection system with automatic shutoff	2		
902.3 An Engineered Biological System or Intensive Bioremediation System is installed and the treated water is used on site. Design and implementation is approved by appropriate regional authority.	20		
902.4 Where a humidifier is required, a recirculating humidifier is used in lieu of a traditional "flow through" type.	1		
902.5 Advanced wastewater (aerobic) treatment system is installed and treated water is used on site.	20		
900 INDOOR ENVIRONMENTAL QUALITY			
901 POLLUTANT SOURCE CONTROL			
901.1 Space and water heating options.			
901.1.1 Natural draft furnaces, boilers or water heaters are not located in conditioned spaces, including conditioned crawlspaces. Natural draft furnaces, boilers and water heaters are permitted to be installed within the conditioned spaces if located in a mechanical room that has an outdoor air source, and is otherwise sealed and insulated to separate it from the conditioned space(s).	5		
901.1.2 Air handling equipment or return ducts are not located in the garage, unless placed in isolated, air-sealed mechanical rooms with an outside air source.	5	5	
901.1.3 The following combustion space heating or water heating equipment is installed within conditioned spaces:			
(1)(a) All furnaces or all boilers are power vent	3		
(1)(b) All furnaces or all boilers are direct vent	5		
(2)(a) All water heaters are power vent	3		
(2)(b) All water heaters are direct vent	5		
901.1.4 Gas-fired fireplaces and direct heating equipment is listed and is installed in accordance with the NFPA National Fuel Gas Code or ICC International Fuel Gas Code or the applicable local gas appliance installation code. Gas-fired fireplaces and direct heating equipment are vented to the outdoors.	Mandatory, if applicable	No gas fireplace or heating equipment	
901.1.5 Natural gas and propane fireplaces are direct vented, have permanently fixed glass fronts or gasketed doors, and comply with CSA ANSI Z21.88/CSA 2.33 or CSA ANSI Z21.50b/CSA 2.22h.	7		
901.1.6 Heat pump air handler is installed in conditioned or unconditioned space.			
(1) Unconditioned space	2		
(2) Conditioned space	5	5	
901.2 Solid fuel-burning appliances.			
901.2.1 Solid fuel-burning fireplaces, inserts, stoves and heaters are code compliant and are in accordance with the following requirements:			
901.2.1(1) Site-built masonry wood-burning fireplaces are equipped with outside combustion air and a means of sealing the flue and the combustion air outlets to minimize interior air (heat) loss when not in operation.	Mandatory 4 points if applicable	No site built wood burning 0	
901.2.1(2) Factory-built, wood-burning fireplaces are in accordance with the certification requirements of UL 127 and are EPA certified.	Mandatory 6 points if applicable	No factory-built wood-burning 0	
901.2.1(3) Wood stove and fireplace inserts, as defined in UL 1482 Section 3.8, are in accordance with the certification requirements of UL 1482 and are in accordance with the emission requirements of the EPA.	Mandatory 6 points if applicable	No wood stove or fireplace inserts 0	
901.2.1(4) Pellet (biomass) stoves and furnaces are in accordance with the requirements of ASTM E1509 or are EPA certified.	Mandatory 6 points if applicable	No pellet stove or furnace 0	
901.2.1(5) Masonry heaters are in accordance with the definitions in ASTM E1602 and ICC IBC, Section 2112.1.	Mandatory 6 points if applicable	No masonry heater 0	
901.2.2 Fireplaces, wood stoves, pellet stoves, or masonry heaters are not installed.	7	7	
901.3 Garages are in accordance with the following:			
901.3(1)(a) Where installed in the common wall between the attached garage and conditioned space, the door is tightly sealed and gasketed.	Mandatory 2 points if applicable	Met 2	
901.3(1)(b) A continuous air barrier is provided between walls and ceilings separating the garage space from the conditioned living spaces.	Mandatory 2 points if applicable	Met 2	
901.3(1)(c) For one- and two-family dwelling units, a 100 cfm (47 L/s) or greater ducted, or 70 cfm (33 L/s) cfm or greater unducted wall exhaust fan is installed and vented to the outdoors, designed and installed for continuous operation, or has controls (e.g., motion detectors, pressure switches) that activate operation for a minimum of 1 hour when either human passage door or roll-up automatic doors are operated.	4		
901.3(2) A carport is installed, the garage is detached from the building, or no garage is installed.	10		
901.4(1) Structural plywood used for floor, wall, and/or roof sheathing is compliant with DOC PS 1 and/or DOC PS 2. OSB used for floor, wall, and/or roof sheathing is compliant with DOC PS 2. The panels are made with moisture resistant adhesives. The trademark indicates these adhesives as follows: Exposure 1 or Exterior for plywood, and Exposure 1 for OSB.	Mandatory	Met	
901.4(2)-(6) Wood materials. A minimum of 85% of material within a product group (i.e., wood structural panels, countertops, composite trim/doors, custom woodwork, and/or component closet shelving) is manufactured in accordance with the following:	10 points maximum	3	
901.4(2) Particleboard and MDF (medium density fiberboard) is manufactured and labeled in accordance with CPA A208.1 and CPA A208.2, respectively.			
countertops	2		
composite trim	2		
custom woodwork	2		
shelving	2		
901.4(3) Hardwood plywood in accordance w/ HPVA HP-1 & HUD Title 24, Part 3280.			
countertops	2		
composite trim	2		
custom woodwork	2		
shelving	2		
901.4(4) Particleboard, MDF, or hardwood plywood is in accordance with CPA 2.			
countertops	3		
composite trim	3	3	
custom woodwork	3		
shelving	3		
901.4(5) Composite wood or agrifiber panel products contain no added urea-formaldehyde or are in accordance with the CARB Composite Wood Air Toxic Contaminant Measure Standard.			
countertops	4		
composite trim	4		
custom woodwork	4		
shelving	4		
901.4(6) Non-emitting products.			
countertops	4		
composite trim	4		
custom woodwork	4		
shelving	4		

901.5 Cabinets. A minimum of 85 percent of installed cabinets are in accordance with one or any combination of the following:		composite wood	
(1) All parts of the cabinet are made of solid wood or non-formaldehyde emitting materials such as metal or glass.	3		
(2) The composite wood used in wood cabinets are in accordance with CARB Composite Wood Air Toxic Contaminant Measure Standard or equivalent as certified by a third-party program such as but not limited to those in Appendix D.	5	5	
901.6 Carpets. Carpets are in accordance with the following:			
901.6(1) Wall-to-wall carpeting is not installed adjacent to water closets and bathing fixtures.	Mandatory	Met	
901.6(2)(a) Carpet in accordance with the emission levels of CDPH/EHLB Standard Method v1.1.	6		
901.6(2)(b) Carpet adhesives in accordance with the emission levels of CDPH/EHLB Standard Method v1.1.	2		
901.7 Hard-surface flooring. Minimum of 10% of the conditioned floor space has pre-finished hard-surface flooring installed & a minimum of 85% of all prefinished installed hard-surface flooring is in accordance with the emission concentration limits of CDPH/EHLB Standard Method v1.1.	6	6	
901.8 Wall coverings. Minimum of 10% of the interior wall surfaces are covered & a minimum of 85% of wall coverings are in accordance with the emission concentration limits of CDPH/EHLB Standard Method v1.1.	4		
901.9 Architectural coatings. A minimum of 85% of the architectural coatings are in accordance with either Section 901.9.1 or Section 901.9.3, not both. A minimum of 85% of architectural colorants are in accordance with Section 901.9.2.			
901.9.1 Site-applied interior architectural coatings, which are inside the water proofing envelope, are in accordance with one or more of the following: (1) Zero VOC as determined by EPA Method 24 (2) GreenSeal GS-11 Standard for Paints and Coatings (3) CARB Suggested Control Measures for Architectural Coatings.	5		
901.9.2 Architectural coating colorant additive VOC content is in accordance with Table 901.9.2.	1		
901.9.3 Site-applied interior architectural coatings, which are inside the water proofing envelope, are in accordance with the emission levels of CDPH/EHLB Standard Method v1.1.	8		
901.10 Adhesives and sealants. Interior low-VOC adhesives and sealants located inside the water proofing envelope: A minimum of 85% of site-applied products used within the interior of the building are in accordance with one of the following, as applicable:			
901.10(1) CDPH/EHLB Method v1.1	8		
901.10(2) GreenSeal GS-36	5		
901.10(3) SCAQMD Rule 1168	5		
901.11 Insulation. Emissions of 85 percent of wall, ceiling, and floor insulation materials are in accordance with the emission levels of CDPH/EHLB Standard Method v1.1 except footnote b in Table 4.1 does not apply (i.e., allowable maximum formaldehyde concentration is 16.5 µg/m ³ (13.5 ppb)).	4	4	
901.12 Carbon monoxide (CO) alarms. Where not required by local codes, a carbon monoxide (CO) alarm is installed in a central location outside of each separate sleeping area in the immediate vicinity of the bedrooms.	3		
901.13 Building entrance pollutants control. Pollutants are controlled at all main building entrances.			
901.13(1) Exterior grilles or mats	1	1	
901.13(2) Interior grilles or mats	1		
901.14 Non-smoking areas. Environmental tobacco smoke is minimized by one or more of the following: (1) All interior common areas of a multi-unit building are designated as non-smoking areas with posted signage. (2) Exterior smoking areas of a multi-unit building are designated with posted signage and located a minimum of 25 feet from entries, outdoor air intakes, and operable windows.	1 1	1 1	
902. POLLUTANT CONTROL			
902.0 Intent. Pollutants generated in the building are controlled.			
902.1 Spot ventilation.			
902.1.1 Spot ventilation is in accordance with the following:			
902.1.1(1) All bathrooms are vented to the outdoors - rate = 50 cfm or 20 cfm if continuous operation	Mandatory	Met	
902.1.1(2) Clothes dryers are vented to the outdoors	Mandatory	Met	
902.1.1(3) Kitchen exhaust units ducted outdoors & rate of 100 cfm or 25 cfm if continuous operation	8	8	
902.1.2 Bathroom or laundry exhaust fan is provided w/ an automatic timer or humidistat.			
902.1.2(1) 1 automatic timer/humidistat devices installed	5		
902.1.2(2) 2 automatic timer/humidistat devices installed	7		
902.1.2(3) 3 automatic timer/humidistat devices installed	9		
902.1.2(4) 4 or more automatic timer/humidistat devices installed	11		
902.1.3 Kitchen range, bathroom, and laundry exhaust are verified to specification. Ventilation airflow at the point of exhaust is tested to a minimum of 100 cfm (47.2 L/s) intermittent or 25 cfm (11.8 L/s) continuous for kitchens, and 50 cfm (23.6 L/s) intermittent or 20 cfm (9.4 L/s) continuous for bathrooms and/or laundry.	8		
902.1.4 Exhaust fans are ENERGY STAR, as applicable.	MAX = 12	2	
902.1.4(1) ENERGY STAR fans	2 points per fan	1 fan	
902.1.4(2) ENERGY STAR fans operating at 1 one or less	3 points per fan		
902.2 Building ventilation systems.			
902.2.1 Whole building ventilation system is implemented per Appendix B.	Mandatory where the maximum air infiltration rate is less than 5 ACH50.	N/A - air infiltration rate greater than 5 ACH50	
902.2.1(1) Exhaust or supply fan(s) ready for continuous operation and with appropriately labeled controls.	3		
902.2.1(2) Balanced exhaust and supply fans with supply intakes located in accordance with the manufacturer's guidelines to not introduce polluted air back into the building.	6		
902.2.1(3) Heat-recovery ventilator	7		
902.2.1(4) Energy-recovery ventilator	8		
902.2.2 Ventilation airflow is tested to achieve the design fan airflow at point of exhaust in accordance with section 902.2.1.	8		
902.2.3 MERV filters 8 or greater are installed on central forced air systems and are accessible. Designer or installer is to verify that the HVAC equipment is able to accommodate the greater pressure drop of MERV 8 filters.	3	3	
902.3 Radon control measures per ICC IRC Appendix F.			
902.3(1) Buildings located in Zone 1 - radon detection system installed	Mandatory	Not Zone 1	
902.3(1)(a) passive radon system is installed	7		
902.3(1)(b) active radon system is installed	10		
902.3(2) Buildings located in Zone 2			
902.3(2)(a) passive radon system for zone 2	7		
902.4 One of the following HVAC system protection measures is performed.			
902.4(1) HVAC supply registers (boots), return grilles, and rough-ins are covered during construction activities to prevent dust and other pollutants from entering the system.	3	3	
902.4(2) Prior to owner occupancy, HVAC supply registers (boots), return grilles, and duct terminations are inspected and vacuumed. In addition, the coils are inspected and cleaned and the filter is replaced if necessary.	3		
902.5 Central vacuum system vented to the outside.	3		
902.6 Living space contaminants. The living space is sealed to prevent unwanted contaminants. The living space is sealed in accordance with Section 701.4.3.1 to prevent unwanted contaminants.	Mandatory	Met	

903. MOISTURE MANAGEMENT, VAPOR, RAINWATER, PLUMBING, HVAC

903.1 Plumbing			
903.1.1 Cold water pipes in unconditioned spaces are insulated to a minimum of R-4 with pipe insulation or other covering that adequately prevents condensation.	2		
903.1.2 Plumbing is not installed in unconditioned spaces.	5	5	
903.2 Duct Insulation. Ducts are in accordance with one of the following.			
903.2(1) All HVAC ducts, plenums, and trunks are in conditioned space.	1	1	
903.2(2) All HVAC ducts, plenums, and trunks are in conditioned space. All HVAC ducts are insulated to a minimum of R4.	3		
903.3 Relative humidity. In climate zones 1A, 2A, 3A, 4A, and 5A as defined by Figure 6(1), equipment is installed to maintain relative humidity (RH) at or below 60% using one of the following:			
903.3(1) Additional dehumidification system(s)	7		
903.3(2) Central HVAC system equipped with additional controls to operate in dehumidification mode	7		
904 INNOVATIVE PRACTICES			
904.1 Humidity monitoring system. A humidity monitoring system is installed with a mobile base unit that displays a reading of temperature and relative humidity at the base unit with a minimum of two remote units. One remote unit is placed permanently inside the conditioned space in a central location, excluding attachment to exterior walls, and another remote unit is placed permanently outside of the conditioned space.	2		
904.2 Kitchen exhaust. Kitchen exhaust unit(s) that equal or exceeds 400 cfm (189 l/s), and make-up air is provided.	2		
1000 OPERATION, MAINTENANCE AND BUILDING OWNER EDUCATION 1001 BUILDING OWNERS' MANUAL FOR ONE- AND TWO-FAMILY DWELLINGS			
1001.1 A building owner's manual is provided that includes the following conditions, as applicable and applicable. (Points awarded per two items. Points awarded for both mandatory and non-mandatory items.) NOT AVAILABLE FOR MULTI-UNIT BUILDINGS	1 point per 2 items including (1)-(3)		
1001.1(1) A green building program certificate or completion document.	MANDATORY	NA	
1001.1(2) List of green building features (can include the national green building checklist).	Mandatory	NA	
1001.1(3) Product manufacturer's manuals or product data sheet for installed major equipment, fixtures, and appliances.	Mandatory	NA	
1001.1(4) Maintenance checklist.	0.5		
1001.1(5) Information on local recycling programs.	0.5		
1001.1(6) Information on available local utility programs that purchase a portion of energy from renewable energy providers.	0.5		
1001.1(7) Explanation of the benefits of using energy efficient lighting systems (e.g., compact fluorescent light bulbs, LED) in high usage areas.	0.5		
1001.1(8) A list of practices to conserve water and energy.	0.5		
1001.1(9) Local public transportation options.	0.5		
1001.1(10) A diagram showing the location of safety valves and controls for major building systems.	0.5		
1001.1(11) Where frost-protected shallow foundations are used, owner is informed of precautions.	0.5		
1001.1(12) List of local service providers that offer regularly scheduled service & maintenance contracts to assure proper performance of equipment & the structure.	0.5		
1001.1(13) Photo record of framing with utilities installed.	0.5		
1001.1(14) List of common hazardous materials often used around the building and instructions for proper handling and disposal of these materials.	0.5		
1001.1(15) Information on organic pest control, fertilizers, deicers, and cleaning products.	0.5		
1001.1(16) Information on native landscape materials and/or those that have low-water requirements.	0.5		
1001.1(17) Information on methods of maintaining the building's relative humidity in the range of 30% to 60%.	0.5		
1001.1(18) Instructions for inspecting the building for termite infestation.	0.5		
1001.1(19) Instructions for maintaining gutters and downspouts and importance of diverting water a minimum of 5 feet away from foundation.	0.5		
1001.1(20) A narrative detailing the importance of maintenance and operation in retaining the attributes of a green-built building.	0.5		
1001.1(21) Where storm water management measures are installed on the lot, information on the location, purpose, and upkeep of them is provided.	0.5		
1002 TRAINING OF BUILDING OWNERS ON OPERATION AND MAINTENANCE FOR ONE- AND TWO-FAMILY DWELLINGS AND MULTI-UNIT BUILDINGS			
1002.1 Building owners are familiarized with the role of occupants in achieving green goals. On-site training is provided to the responsible party(ies) regarding equipment operation and maintenance, control systems, and occupant actions that will improve the environmental performance of the building. These include: (1) HVAC filters (2) thermostat operation and programming (3) lighting controls (4) appliances operation (5) water heater settings and hot water use (6) fan controls	8	8	
1003 CONSTRUCTION, OPERATION, AND MAINTENANCE MANUALS AND TRAINING FOR MULTI-UNIT BUILDINGS			
1003.0 Intent. Manuals are provided to the responsible parties (owner, management, tenant, and/or maintenance team) regarding the construction, operation, and maintenance of the building. Manuals are to include information regarding those aspects of the building's construction, maintenance, and operation that are within the area of responsibilities of the respective recipient. NOT AVAILABLE FOR SINGLE-FAMILY DWELLINGS.			
1003.1 A building construction manual, including five or more of the following, is compiled and distributed in accordance with the intent of this practice. NOT AVAILABLE FOR SINGLE-FAMILY DWELLINGS.	1 point per 2 items including (1)-(3) MAX = 4 <small>Ex: 2 items count for 1.0 pt</small>	3	
1003.1(1) A narrative detailing the importance of constructing a green building, including a list of green building attributes included in the building.	Mandatory	Met	
1003.1(2) A local green building program certificate as well as a copy of the National Green Building Standard™ and the individual measures achieved by the building.	Mandatory	Met	
1003.1(3) Warranty, operation, and maintenance instructions for all equipment, fixtures, appliances, and finishes.	Mandatory	Met	
1003.1(4) Record drawings of the building.	0.5	Met	
1003.1(5) A record drawing of the site including stormwater management plans, utility lines, landscaping with common name & genus/species of plantings.	0.5	Met	
1003.1(6) A diagram showing the location of safety valves and controls for major building systems.	0.5	Met	
1003.1(7) A list of the type and wattage of light bulbs installed in light fixtures.	0.5	Met	
1003.1(8) A photo record of framing with utilities installed. Photos are taken prior to installing insulation and clearly labeled.	0.5		
1003.2 Operations manuals are created and distributed to the responsible parties in accordance with 1003.0. Between all of the operation manuals, five or more of the following options are included. NOT AVAILABLE FOR SINGLE-FAMILY DWELLINGS.	1 point per 2 items including (1)-(3) MAX = 5 <small>Ex: 2 items count for 1.0 pt</small>	5	
1003.2(1) A narrative detailing the importance of operating and living in a green building.	Mandatory	Met	
1003.2(2) A list of practices to conserve water and energy.	Mandatory	Met	
1003.2(3) Information on methods of maintaining the building's relative humidity in the range of 30% to 60%.	0.5	Met	
1003.2(4) Information on opportunities to purchase renewable energy from local utilities or national green power providers and information on utility and tax incentives for the installation of on-site renewable energy systems.	0.5	Met	
1003.2(5) Information on local and on-site recycling and hazardous waste disposal programs and, if applicable, building recycling and hazardous waste handling and disposal procedures.	0.5	Met	
1003.2(6) Local public transportation options.	0.5	Met	

1003.2(7) Explanation of the benefits of using compact fluorescent light bulbs, LEDs, or other high-efficiency lighting.	0.5	Met	
1003.2(8) Information on native landscape materials and/or those that have low water requirements.	0.5	Met	
1003.2(9) Information on radon mitigation, if applicable information on the radon mitigation system, where applicable.	0.5	Met	
1003.2(10) A procedure for educating tenants in rental properties on the proper use, benefits, and maintenance of green building systems including a maintenance staff notification process for improperly functioning equipment.	0.5	Met	
1003.3 Maintenance manuals are created and distributed to the responsible parties in accordance with 1003.6. Between all of the maintenance manuals, five or more of the following options are included. NOT AVAILABLE FOR SINGLE-FAMILY DWELLINGS.	1 point per 2 items including 1003.3(1) MAX = 4	4	
1003.3(1) A narrative detailing the importance of maintaining a green building. This narrative is included in all responsible parties' manuals.	5 items must be Met Mandatory	Met	
1003.3(2) A list of local service providers that offer regularly scheduled service and maintenance contracts to assure proper performance of equipment and the structure.	0.5	Met	
1003.3(3) User-friendly maintenance checklist including: (a) HVAC filters (b) thermostat operation and programming (c) lighting controls (d) appliances and settings (e) water heater settings	0.5	Met	
1003.3(4) List of common hazardous materials often used around the building and instructions for proper handling and disposal of these materials.	0.5	Met	
1003.3(5) Information on organic pest control, fertilizers, deicers, and cleaning products.	0.5	Met	
1003.3(6) Instructions for maintaining gutters and downspouts and importance of diverting water a minimum of 5 feet away from foundation.	0.5	Met	
1003.3(7) Instructions for inspecting the building for termite infestation.	0.5	Met	
1003.3(8) A procedure for rental tenant occupancy turnover that preserves the green features.	0.5	Met	
1003.3(9) An outline of a formal green building training program for maintenance staff.	0.5	Met	

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EXHIBIT "D"

500 OCEAN

ESTIMATED PLEDGED PROJECT INCREMENT REVENUE

Value of the Project prior to Redevelopment - 2014	\$ 3,921,916										
Value of the Project after Redevelopment	\$ 67,000,000										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
	Assessed Value of Project (3% Increase Per Year)										
Project Increment	\$ 63,078,084	\$ 64,970,427	\$ 66,919,539	\$ 68,927,125	\$ 70,994,939	\$ 73,124,787	\$ 75,318,531	\$ 77,578,087	\$ 79,905,430	\$ 82,302,592	
TIF Revenue = (95% of Project Increment X (City Millage + County Millage))		City Millage Rate									
(1) City Millage Rate*	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079	0.0079
City TIF Contribution = 95% of Project Increment X City Millage	\$ 473,401	\$ 513,266	\$ 528,664	\$ 544,524	\$ 560,860	\$ 577,686	\$ 595,016	\$ 612,867	\$ 631,253	\$ 650,190	
		County Millage Rate									
	0.0047815	0.0047815	0.0047815	0.0047815	0.0047815	0.0047815	0.0047815	0.0047815	0.0047815	0.0047815	0.0047815
County Contribution = 95% of Project Increment X County Millage	\$ 286,527	\$ 310,656	\$ 319,976	\$ 329,575	\$ 339,462	\$ 349,646	\$ 360,136	\$ 370,940	\$ 382,068	\$ 393,530	
	Pledged Project Increment										
TIF Revenue created by Project	\$ 759,928	\$ 823,922	\$ 848,640	\$ 874,099	\$ 900,322	\$ 927,332	\$ 955,152	\$ 983,807	\$ 1,013,321	\$ 1,043,720	
	% of TIF to 500	% of TIF to 500	% of TIF to 500	% of TIF to 500	% of TIF to 500	% of TIF to 500	% of TIF to 500	% of TIF to 500	% of TIF to 500	% of TIF to 500	% of TIF to 500
Award Factor	75.0%	0.75	0.75	0.75	0.50	0.50	0.25	0.25	0.25	0.25	0.25
	\$ 569,946	\$ 617,942	\$ 636,480	\$ 655,575	\$ 450,161	\$ 463,666	\$ 238,788	\$ 245,952	\$ 253,330	\$ 260,930	
	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA	% of TIF to CRA
	\$ 189,982	\$ 205,981	\$ 212,160	\$ 218,525	\$ 450,161	\$ 463,666	\$ 716,364	\$ 737,855	\$ 759,991	\$ 782,790	

EXHIBIT "F"

500 Ocean Green Building Monitoring Plan

Green Building Measure Verification Checklist

The following green building measures will be monitored annually in common areas and residential units in accordance with the unit sampling plan.

Common Area Items

- ✓ Function of EV charging stations
- ✓ Verify that irrigation system is functioning as designed (nozzles and spray heads, zoning)
- ✓ Verify that lighting motion sensors are functioning

Residential Unit Items

- ✓ Visual inspection of building envelope. The following are caulked, gasketed, weather stripped, or sealed:
 - Joints, seams, penetrations
 - Windows, doors, skylights are caulked, flashed, sealed appropriately
 - Openings between window and door assemblies, jambs, frames
- ✓ Verify shower heads and faucets remain installed as designed (no-changing heads)
- ✓ Check carbon monoxide alarms
- ✓ Check that MERV 8 filters are still being used
- ✓ Dryer exhaust connection is maintained
- ✓ Kitchen exhaust hood functions properly
- ✓ Hot water heating pipe insulation
- ✓ **Blower Door Test**
- ✓ Leave behind an educational brochure detailing:
 - green building features and energy conservation tips,
 - thermostat control set points
 - benefit of turning lights off

Green Building Measure Verification Plan

Each residential unit will be verified in accordance with the verification plan outlined in the table below.

Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
1	1	13	0	11	6	3	0	33
	2	1	0	0	0	0	0	1
Total Units Verified in Year 1								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
2	2	17	2	9	6	0	0	34
Total Units Verified in Year 2								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
3	Floor 2	0	0	0	4	3	6	13
	Floor 3	21	0	0	0	0	0	21
Total Units Verified in Year 3								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
4	Floor 3	0	0	17	10	3	3	33
	Floor 4	1	0	0	0	0	0	1
Total Units Verified in Year 4								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
5	Floor 4	22	8	4	0	0	0	34
Total Units Verified in Year 5								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
6	Floor 4	0	0	13	10	3	6	32
	Floor 5	2	0	0	0	0	0	2
Total Units Verified in Year 6								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
7	Floor 5	21	8	5	0	0	0	34
Total Units Verified in Year 7								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
8	Floor 5	0	0	12	10	3	9	34
Total Units Verified in Year 8								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
9	Floor 6	18	4	10	2	0	0	34
Total Units Verified in Year 9								34
Year	Floors	A1	B1	C1	C2	C3	D1	Units Verified Per Floor
10	Floor 6	0	0	0	8	3	3	14
Total Units Verified in Year 10								14

Exhibit "G"



Detail by Document Number

Florida Limited Liability Company

SKYE AT BOYNTON BEACH, LLC

Filing Information

Document Number	L15000045440
FEI/EIN Number	NONE
Date Filed	03/12/2015
Effective Date	03/12/2015
State	FL
Status	ACTIVE

Principal Address

650 S. NORTHLAKE BLVD
ALTAMONTE SPRINGS, FL 32701

Mailing Address

650 S. NORTHLAKE BLVD
ALTAMONTE SPRINGS, FL 32701

Registered Agent Name & Address

LECESSE DEVELOPMENT CORP.
650 S. NORTHLAKE BLVD.
SUITE 650
ALTAMONTE SPRINGS, FL 32701

Authorized Person(s) Detail

Name & Address

Title PRES

LECESE, SALVADOR
650 S. NORTHLAKE BLVD., SUITE 450
ALTAMONTE SPRINGS, FL 32701

Title VP

MORGAN, ROBERT
1080 PITTSFORD VICTOR ROAD
PITTSFORD, NY 14534

FIEBER, JIM
47 ELM STREET
NEW CANAAN, CT 06840

Title VP

FLYNN, JOHN
650 S NORTHLAKE BLVD., SUITE 450
ALTAMONTE SPRINGS, FL 32701

Title VP

KAALI-NAGY, DAMIEN
21 SOUTH AVENUE
NEW CANAAN, CT 06840

Annual Reports

No Annual Reports Filed

Document Images

[03/12/2015 – Florida Limited Liability](#)

View image in PDF format

**Electronic Articles of Organization
For
Florida Limited Liability Company**

**L15000045440
FILED 8:00 AM
March 12, 2015
Sec. Of State
syoung**

Article I

The name of the Limited Liability Company is:
SKYE AT BOYNTON BEACH, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
650 S. NORTHLAKE BLVD
ALTAMONTE SPRINGS, FL. US 32701

The mailing address of the Limited Liability Company is:
650 S. NORTHLAKE BLVD
ALTAMONTE SPRINGS, FL. US 32701

Article III

The name and Florida street address of the registered agent is:
LECESSE DEVELOPMENT CORP.
650 S. NORTHLAKE BLVD.
SUITE 650
ALTAMONTE SPRINGS, FL. 32701

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: SALVADOR LECCESE

Article IV

The name and address of person(s) authorized to manage LLC:

Title: PRES
SALVADOR LECCESE
650 S. NORTHLAKE BLVD., SUITE 450
ALTAMONTE SPRINGS, FL. 32701 US

Title: VP
ROBERT MORGAN
1080 PITTSFORD VICTOR ROAD
PITTSFORD, NY. 14534 US

Title: VP
JIM FIEBER
47 ELM STREET
NEW CANAAN, CT. 06840 US

Title: VP
JOHN FLYNN
650 S NORTHLAKE BLVD., SUITE 450
ALTAMONTE SPRINGS, FL. 32701 US

Title: VP
DAMIEN KAALI-NAGY
21 SOUTH AVENUE
NEW CANAAN, CT. 06840 US

Article V

The effective date for this Limited Liability Company shall be:

03/12/2015

Signature of member or an authorized representative

Electronic Signature: GERALD J. BIONDO, ESQ.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

L15000045440
FILED 8:00 AM
March 12, 2015
Sec. Of State
syong

THIRD AMENDMENT TO DIRECT INCENTIVE FUNDING AGREEMENT

This Third Amendment to Direct Incentive Funding Agreement (“First Amendment”), made the day of February , 2020, by and between **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency, whose address is 710 North Federal Highway, Boynton Beach, Florida 33435, (hereinafter referred to as “CRA”), and **SKYE AT BOYNTON BEACH , LLC**, a Florida Limited Liability Company, whose address is 650 South Northlake Blvd., Suite 450, Altamonte Springs, FL 32701 (hereinafter collectively referred to as the “Developer”). (Developer and CRA are collectively referred to as the “Parties”)

RECITALS

A. **WHEREAS**, on or about May 25, 2015 the Parties entered into a Direct Incentive Funding Agreement, that was recorded on March 1,2017 in OR Book 28920at Page 643, as amended by instrument recorded in OR Book 29973 Page 1991 both in the Public Records of Palm Beach (collectively the “Direct Incentive Agreement”); and

B. **WHEREAS**, the Direct Incentive Agreement has a discrepancy between: (i.) Section 6.1, which properly provides that the Developer shall be entitled to an Annual Percentage Factor of Fifty Percent (50%) for years Five (5) through Seven (7), and (ii) Exhibit “D,” which improperly indicates that the Annual Percentage Factor is Fifty Percent (50%) for years Five (5) and Six (6) and Twenty Five Percent (25%) for years Seven (7) through Ten (10); and

C. **WHEREAS**, the Parties desire to amend certain terms and conditions of the Agreement as more particularly described below:

NOW THEREFORE, in consideration of the Recitals, the mutual covenants and agreements contained in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein..
2. Exhibit” D” to the Direct Incentive Agreement is modified to provide that the Annual Percentage Factor for years Five through Seven (5-7) is Fifty Percent (50%) and for years Eight(8) through Ten (10) the Annual Percentage Factor shall be Twenty Five Percent (25%).
3. Except as expressly set forth in this Third Amendment, the Direct Incentive Agreement is unmodified and remains in full force and effect,and is hereby ratified and confirmed by the Parties. To the extent of any conflict between the Direct Incentive Agreement and this Third Amendment, this Third Amendment shall control
4. This Third Amendment may be signed in counterparts, and the compilation of all executed pages will constitute a single, fully executed, original. An electronically transmitted signature shall be constituted as an original.

WITNESSES

Callan King

Print Name: Callan King

John C. Keenan

Print Name: John C. Keenan

SKYE AT BOYNTON BEACH, LLC

By: 

Print Name: John Flynn

Title: Vice President

Date: 2-14-20

WITNESSES

Print Name: _____

Print Name: _____

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Print Name: _____

Title: _____

Date: _____



CRA BOARD MEETING OF: March 10, 2020

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.A.

SUBJECT:

Rock the Plaza on February 29, 2020 at Ocean Palm Plaza Recap

SUMMARY:

On February 29, 2020, the CRA hosted *Rock the Plaza* at the Ocean Palm Plaza, located at 1600 N. Federal Highway.

The event featured live music by the band The Flyers, family-friendly activities, and various offerings from the retail businesses located within the plaza. Also, there were two ceremonial ribbon cuttings conducted for the opening of the Boynton Beach Police Department's new sub-station and the one year anniversary of Your CBD Store.

Event patrons were encouraged to play Rock the Word Puzzle, a business development game that was created to encourage foot traffic throughout the plaza. Thirteen of the businesses located within the plaza were featured on the playing card: Your CBD Store, Del Sol Bakery, Zala Multi-Services, Bonzouti Restaurant, Americlean Dry Cleaner, Florida Tackle Company, Global Food Market, Metro PCS, Boynton Beach Police Department, Barber Shop, Royal Beauty Supply, Pro Day Fitness, and Boynton Wine & Spirits.

CRA event staff elicited feedback from plaza merchants through verbal conversations and a survey that was distributed via email after the event. Overall, the participating merchants were incredibly satisfied with the event and felt that it was a successful endeavor.

EVENT MARKETING & BUSINESS DEVELOPMENT

Neighborhood News - Working with Neighborhood News to reach out to the western Boynton Beach communities, this marketing strategy will continue to promote downtown Boynton Beach. The February full-page color ad features *Rock the Plaza* with an editorial on the event. This publication is mailed to 17,500 homes/clubhouses, with over 10,000 additional subscribers that read the digital edition online and on Facebook (see Exhibit A). Cost: \$450.00

Delray Newspaper - The February issue of the Delray Newspaper featured a full-page color ad highlighting the *Rock the Plaza* event at Ocean Palm Plaza. This publication reaches over 15,000 direct online readers, has a circulation of 12,000 papers distributed to 250 locations in Palm Beach County, and is mailed directly to over 2,000 homes. As a bonus, the ad will be

displayed in the Boca Newspaper with 12,000 more papers distributed in Boca Raton (see Exhibit B). Cost: \$695.00

Posters & Postcards - Marketing material such as 20 posters and 1,500 6"x 9" postcards for *Rock the Plaza* were delivered to businesses in the CRA area and the Congress Avenue corridor (see Exhibit C). Cost: \$275.00

Signage - 4' x 8' and 4' x 4' signage for Rock the Plaza went up in three locations in Boynton Beach to let the community know about the event (see Exhibit D). Cost: \$340.00

Movie Theaters - A screen shot advertisement of Rock the Plaza Ocean Palm Plaza / Blarney Bash aired at Movies of Lake Worth in all 6 theaters and Movies of Delray in all 5 theaters as an opening to the scheduled movies from 10 am until 9 pm. The screen shot advertisement aired January 22 – February 28 (see Exhibit E). Cost: \$400.00

Gateway Gazette - As part of the ongoing marketing efforts to promote Rock the Plaza while supporting the local businesses a full-page ad was created in the Gateway Gazette. The ad featured the event encouraging readers to come out listen to live music by The Flyers, visit the businesses and Rock the Ocean Palm Plaza. This ad was featured online at www.sun-sentinel.com/community/gateway-gazette (see Exhibit F). Cost: \$303.00

Coastal Star- The Coastal Star newspaper serves the eastern community of Hypoluxo Island, South Palm Beach, Manalapan, Ocean Ridge, Briny Breezes, Gulf Stream and coastal Delray which reaches out to that specific demographic. The 1/4 page Rock the Plaza ad appeared in the northern addition *also* as a bonus it appeared in the Southern addition, which cover Boca Raton and Highland Beach (see Exhibit G). Cost: \$525.00

Rock the Plaza Ocean Palm Plaza - Rock the Word Puzzle - CRA Staff created a Word Puzzle game for the Rock the Plaza attendees, making sure they visit each business in the plaza. Attendees had to solve the word puzzle by using the words provided by the businesses. Fill out the survey on back and turn it in at the Information Booth for the drawing on March 2, 2020. The winner received gift certificates from the participating businesses and a \$50 Visa gift card provided by Kings Learning Academy. (see Exhibit H). Cost: \$225.00

Social Media - The Boynton Beach CRA utilizes its social media platforms (Facebook, Instagram and Twitter) weekly as a way to build awareness and engage the residents, visitors, and business communities of the CRA projects and programs. The month of February 2020, staff promoted the Rock the Plaza event - Ocean Palm Plaza, which will, took place on February 29, 2020. Through Facebook, Instagram, and Twitter, staff has created six organic posts on Facebook which included a video of Ocean Palm Plaza and one paid Facebook ad to promote the event. Organic posts had a total reach of 2,854 and total engagement (likes, comments, shares, clicks) of 135. The one paid ad had a total reach of 3,578, an event response of 109 with a total cost of \$100.00. Staff also created a Facebook event page to assist in promoting of the event. The event page was able to reach of 44,000 people and had 539 people that selected "interested" or "going" to the event. CRA Staff created three Twitter posts with 1,686 impressions and 25 total engagements. The one Instagram post with 21 total engagements and reach of 380. (See Exhibit I) Cost: \$100.00

FISCAL IMPACT:

FY 2019-2020 Budget, Project Fund, Line Item 02-58500-480, \$6,600 for the event and \$3,313 for marketing

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

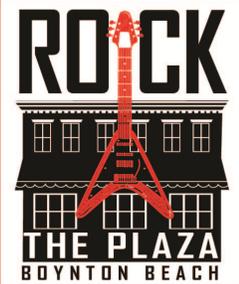
No action is required from the CRA Board at this time.

ATTACHMENTS:

- | | Description |
|---|--------------------|
| ▣ | Exhibit A-H |
| ▣ | Exhibit I |

Exhibit A - Neighborhood News

ENJOY FREE LIVE MUSIC & VISIT THE OCEAN PALM PLAZA BUSINESSES



ROCK
THE PLAZA
BOYNTON BEACH

SAT. FEBRUARY 29TH
2-6 PM

OCEAN PALM PLAZA
1600 N. FEDERAL HWY.

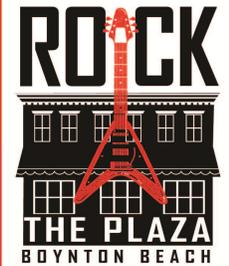
LIVE MUSIC
FAMILY FUN • GAMES

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CATCHBOYNTON.COM

Exhibit B – Delray Newspaper/Boca Newspaper

ENJOY FREE LIVE MUSIC & VISIT THE OCEAN PALM PLAZA BUSINESSES



ROCK
THE PLAZA
BOYNTON BEACH

GET READY TO ROCK THE PLAZA

SAT. FEB. 29TH
2-6 PM

OCEAN PALM PLAZA
1600 N. FEDERAL HWY.

LIVE MUSIC
FAMILY FUN • GAMES

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CatchBoynton.com

Exhibit C – Poster & Postcards

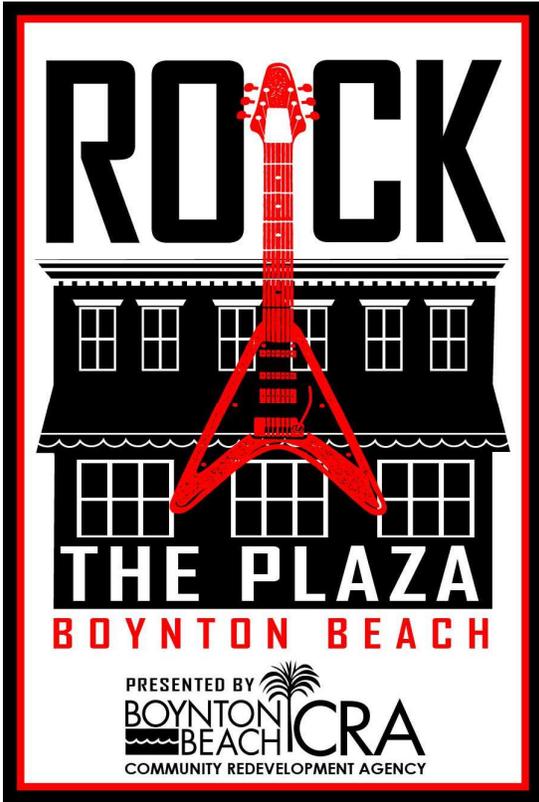
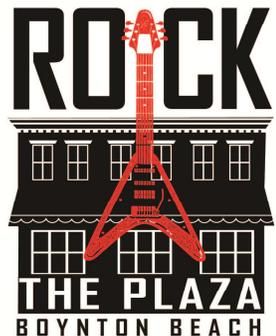


Exhibit D – Signage

**ENJOY FREE LIVE MUSIC & VISIT THE
OCEAN PALM PLAZA BUSINESSES**

ROCK

THE PLAZA
BOYNTON BEACH

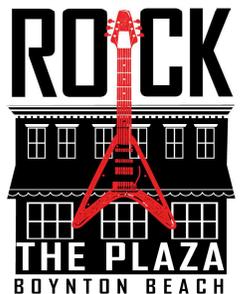
PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

SAT. FEB. 29TH
OCEAN PALM PLAZA
1600 N. FEDERAL HWY.
LIVE MUSIC
2-6 PM

Exhibit E - Movie Theater

**ENJOY FREE LIVE MUSIC & VISIT THE
OCEAN PALM PLAZA BUSINESSES**

SAT. FEB. 29TH

ROCK

THE PLAZA
BOYNTON BEACH

OCEAN PALM PLAZA
1600 N. FEDERAL HWY.

2-6 PM
LIVE MUSIC

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CATCHBOYNTON.COM

Be lucky In Boynton Beach!



SAT. MAR. 14 ✪ **4 - 9 PM**

100 NE 4TH STREET • FREE EVENT
Live Music • Family Fun • Leprechauns

CatchBoynton.com

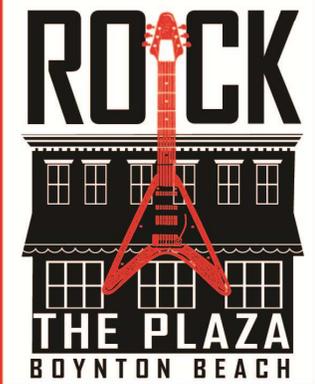
PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

 INTERPRETERS AVAILABLE UPON ON REQUEST
Coppinm@bbf.us or Call 561-600-9097

Exhibit F - Gateway Gazette

ENJOY FREE LIVE MUSIC & VISIT THE
OCEAN PALM PLAZA BUSINESSES

SAT. FEB. 29TH

ROCK

THE PLAZA
BOYNTON BEACH

GET READY TO ROCK THE PLAZA
2-6 PM

LIVE MUSIC BY
THE FLYERS

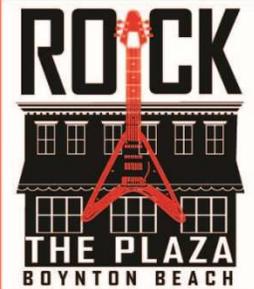
PRESENTED BY

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

OCEAN PALM PLAZA
1600 N. FEDERAL HWY.
CATCHBOYNTON.COM

Exhibit G – Coastal Star

ENJOY FREE LIVE MUSIC & VISIT THE
OCEAN PALM PLAZA BUSINESSES

ROCK

THE PLAZA
BOYNTON BEACH

SAT. FEBRUARY 29TH
2-6 PM

OCEAN PALM PLAZA
1600 N. FEDERAL HWY.

LIVE MUSIC
FAMILY FUN • GAMES

PRESENTED BY

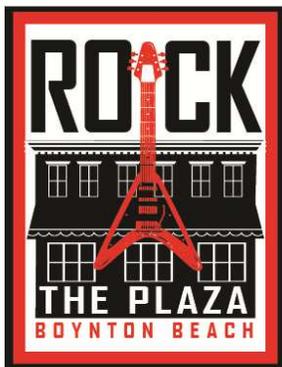
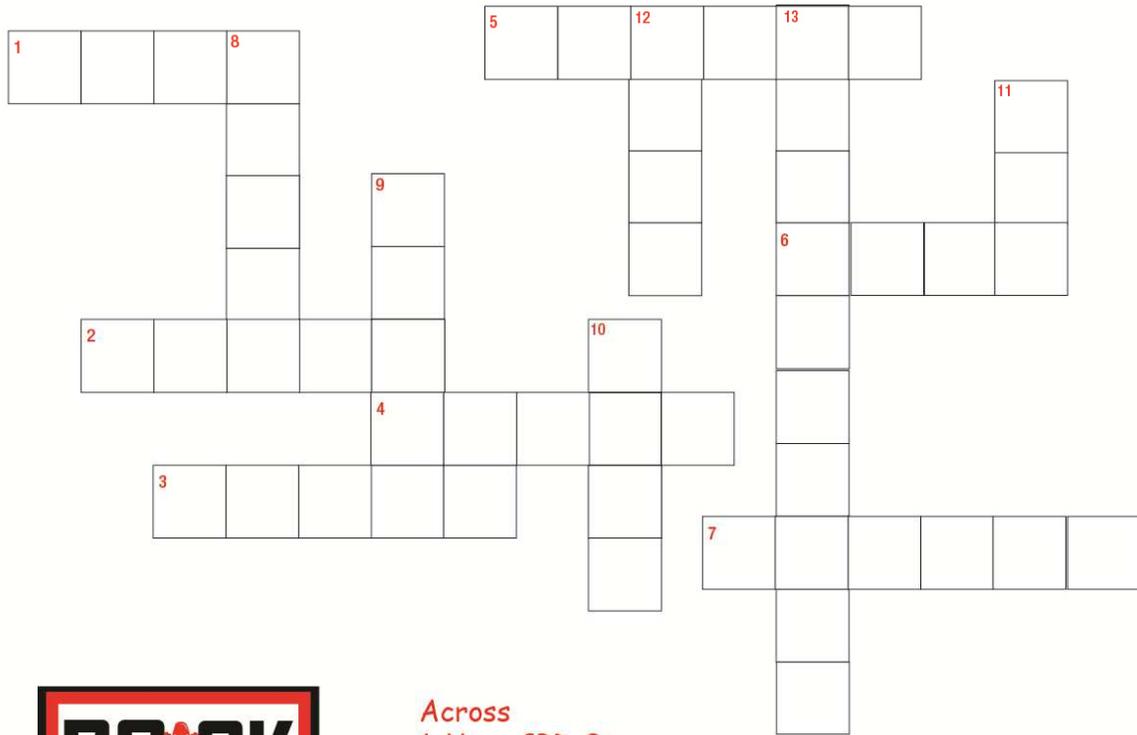
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CATCHBOYNTON.COM

Exhibit H – Rock the Word Puzzle Ocean Palm Plaza

Rock the Word Puzzle

1. Solve the word puzzle by using the words provided by the participating businesses
2. Visit each business for the word and write the word on the puzzle
3. Please fill out the survey on the back & provide your name, email and phone number
4. Turn it in at the Information Booth for the drawing on Monday, March 2, 2020



PRESENTED BY
BOYNTON BEACH CRA
 COMMUNITY REDEVELOPMENT AGENCY

Across

1. Your CBD Store
2. Del Sol Bakery
3. Zala Multi-Services
4. Bonzouti Restaurant
5. Americlean Dry Cleaner
6. Florida Tackle Company
7. Global Food Market

Down

8. Metro PCS
9. Boynton Beach Police Depart
10. Barber Shop
11. Royal Beauty Supply
12. Pro Day Fitness
13. Boynton Wine & Spirits

OCEAN PALM PLAZA

1. Have you previously visited the Ocean Palm Plaza?

- Yes
- No

2. Did you or do you plan to patronize any of the businesses below during or after today's event?

- | | |
|---|---|
| <input type="radio"/> Americlean Dry Cleaner | <input type="radio"/> Global Food Market |
| <input type="radio"/> Barber Shop | <input type="radio"/> Metro PCS |
| <input type="radio"/> Bonzouti Restaurant | <input type="radio"/> Pro Day Fitness |
| <input type="radio"/> Boynton Beach Police Department | <input type="radio"/> Royal Beauty Supply |
| <input type="radio"/> Boynton Wine & Spirits | <input type="radio"/> Your CBD Store |
| <input type="radio"/> Del Sol Bakery | <input type="radio"/> Zala Multi-Services |
| <input type="radio"/> Florida Tackle Company | |

3. While visiting the businesses located at Ocean Palm Plaza how much money do you anticipate spending?

- | | |
|-----------------------------------|-------------------------------------|
| <input type="radio"/> \$0 | <input type="radio"/> \$50 - \$100 |
| <input type="radio"/> \$1 - \$25 | <input type="radio"/> \$100 - \$150 |
| <input type="radio"/> \$25 - \$50 | <input type="radio"/> \$150 + |

4. How did you hear about this event? Please select all that apply.

- | | |
|--|--|
| <input type="radio"/> Social media | <input type="radio"/> Signage – street signs or billboard |
| <input type="radio"/> Internet Advertisement | <input type="radio"/> Word of mouth |
| <input type="radio"/> Newspaper/Magazine Ad | <input type="radio"/> Was visiting plaza for another reason and saw event set-up |
| <input type="radio"/> Poster/Postcard | |
| <input type="radio"/> Flyer received in mail | |

5. How many people are in your party?

- Adults _____
- Children _____

6. Please select your AGE RANGE:

- | | | |
|-------------------------------|-------------------------------|-------------------------------|
| <input type="radio"/> 18 - 24 | <input type="radio"/> 35 - 44 | <input type="radio"/> 55 - 64 |
| <input type="radio"/> 25 - 34 | <input type="radio"/> 45 - 54 | <input type="radio"/> 65+ |

7. Where is your primary residence?

- | | |
|-------------------------------------|------------------------------------|
| <input type="radio"/> Boynton Beach | <input type="radio"/> Delray Beach |
| <input type="radio"/> Lake Worth | <input type="radio"/> Other _____ |

8. To receive more information about upcoming free events write your email address below.

NAME

PHONE

EMAIL

Exhibit I – Facebook Post

Post Details

**Boynton Beach CRA**
Published by Azim Hussain [?] · February 9 at 2:53 PM

Super excited to have THE FLYERS perform at Rock the Plaza - Ocean Palm Plaza! We found this video of them from a few years ago. Joe, Patrick, and Jordan always have a lot of fun and they really know how to ROCK!



YOUTUBE.COM
The Flyers - Another Brick In The Wall (Bacon & Bourbon Fest 3/18/16)

Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

430 People Reached **17** Engagements [Boost Post](#)

THE FLYERS, Sharon Brauer and 5 others

Like Comment Share

Performance for Your Post

430 People Reached

7 Reactions, Comments & Shares

6 Like	6 On Post	0 On Shares
1 Love	1 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

10 Post Clicks

0 Photo Views	7 Link Clicks	3 Other Clicks
----------------------	----------------------	-----------------------

NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Exhibit I – Facebook Post

Post Details

Boynton Beach CRA
Published by Azim Hussain [?] · February 14 at 8:00 PM · 🌐

Just one week out from Rock the Plaza - Ocean Palm Plaza! Don't miss THE FLYERS from 2 PM - 6PM!



Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

404 People Reached 17 Engagements [Boost Post](#)

👍❤️ 6 1 Share

👍 Like 💬 Comment ➦ Share 🌐

Performance for Your Post

404 People Reached

9 Reactions, Comments & Shares 🌐

7 Like	5 On Post	2 On Shares
1 Love	1 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
1 Shares	1 On Post	0 On Shares

8 Post Clicks

1 Photo Views	1 Link Clicks 🌐	6 Other Clicks 🌐
---------------	-----------------	------------------

NEGATIVE FEEDBACK

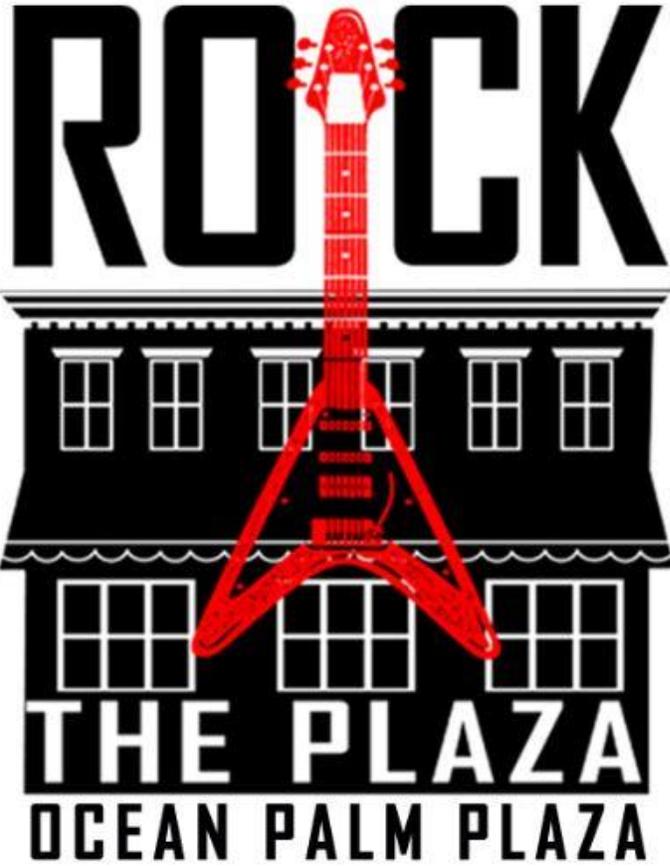
2 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

Exhibit I - Facebook Post

Boynton Beach CRA
Published by Azim Hussain [?] · February 19 at 2:21 PM · 🌐

Here's what to expect at Rock the Plaza - Ocean Palm Plaza:
-Live music from THE FLYERS
-Food truck and Del Sol Bakery
-Libations 🍷
-Games for all ages ... See More



ROCK
THE PLAZA
OCEAN PALM PLAZA

🌱 **Get More Likes, Comments and Shares**
When you boost this post, you'll show it to more people.

512 People Reached 28 Engagements [Boost Post](#)

👍 4 2 Shares

👍 Like 💬 Comment ➦ Share 🌐

512 People Reached

8 Likes, Comments & Shares 🌐

6 Likes	4 On Post	2 On Shares
0 Comments	0 On Post	0 On Shares
2 Shares	2 On Post	0 On Shares

20 Post Clicks

5 Photo Views	4 Link Clicks 🌐	11 Other Clicks 🌐
---------------	-----------------	-------------------

NEGATIVE FEEDBACK

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

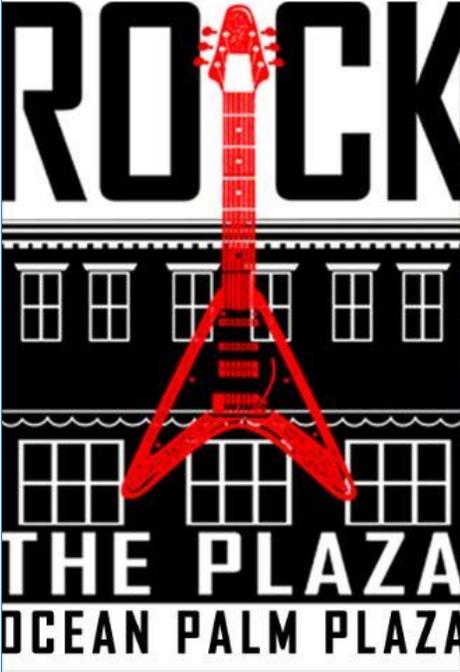
Reported stats may be delayed from what appears on posts

Exhibit I – Facebook Post

Post Details

**Boynton Beach CRA**
Published by Azim Hussain [?] · February 16 at 4:00 PM · 🌐

Check out some of the photos from last year's #RockthePlaza at Ocean Palm Plaza Boynton Beach! We are super excited to host again! Follow Rock the Plaza - Ocean Palm Plaza for event details.



🌱 **Get More Likes, Comments and Shares**
When you boost this post, you'll show it to more people.

336 People Reached **24** Engagements [Boost Post](#)

👍 Like 💬 Comment ➦ Share ⋮

Performance for Your Post

336 People Reached

0 Likes, Comments & Shares

0 Likes	0 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

24 Post Clicks

13 Photo Views	2 Link Clicks	9 Other Clicks
-----------------------	----------------------	-----------------------

NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Exhibit I – Facebook Post

Post Details
✕

Boynton Beach CRA

Published by Renee Michelle Roberts [?] · February 28 at 4:19 PM · 🌐

👍 Like Page
⋮

Who's coming to Rock the Plaza - Ocean Palm Plaza tomorrow? We can't wait to visit Del Sol Bakery, Boynton Beach Police Department, Florida Tackle Company, PRODAY FITNESS CENTER, Your CBD Store, and many more at Ocean Palm Plaza Boynton Beach!



🌱 **Get More Likes, Comments and Shares**
When you boost this post, you'll show it to more people.

642
People Reached

46
Engagements

Boost Post

Bailey's Blendz, Del Sol Bakery and 9 others

4 Shares

Performance for Your Post

642 People Reached

19 Reactions, Comments & Shares 🔍

13 Like	9 On Post	4 On Shares
2 Love	2 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
4 Shares	4 On Post	0 On Shares

27 Post Clicks

11 Photo Views	2 Link Clicks 🔍	14 Other Clicks 🔍
--------------------------	--	--

NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Exhibit I – Facebook Ad

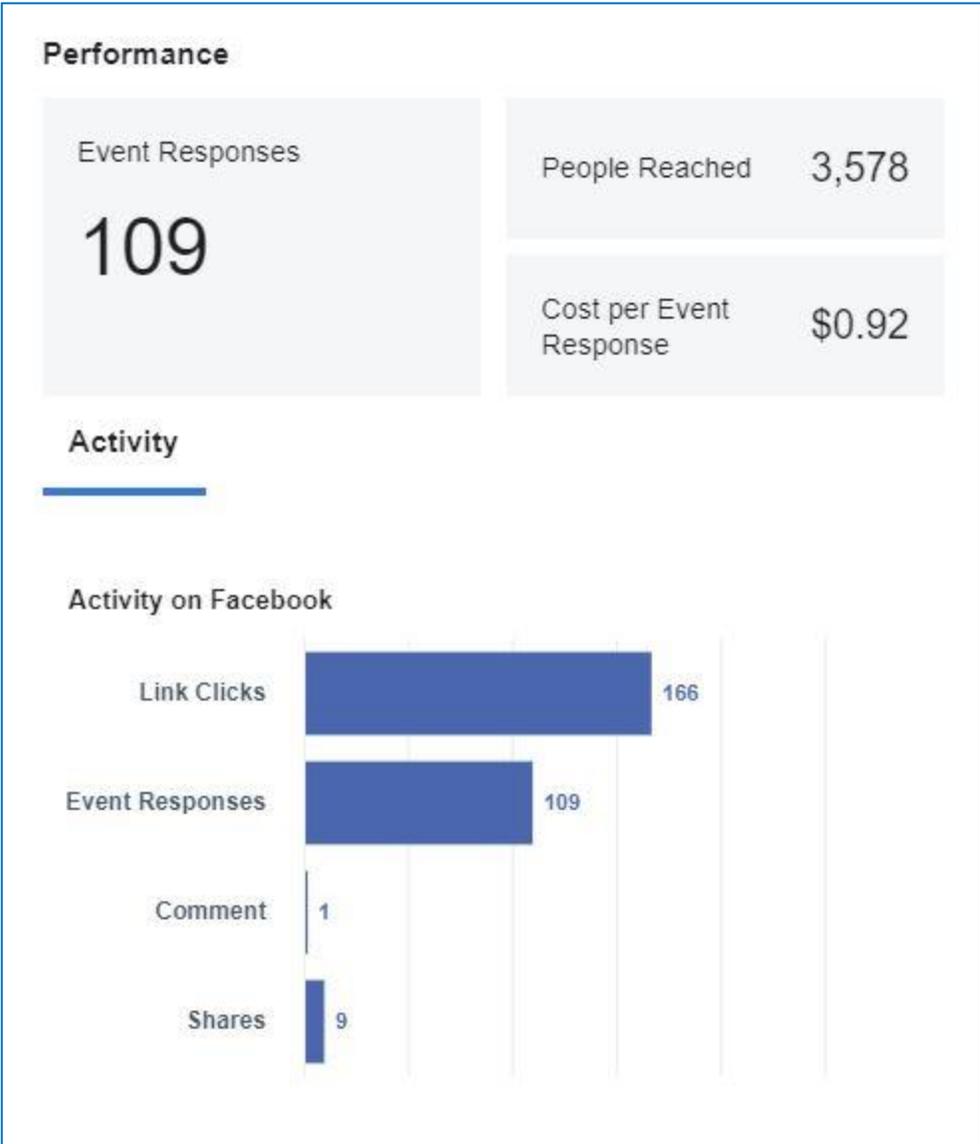


Exhibit I – Facebook Ad



Details

Only the person who boosted this post can edit it.

Status	Completed
Objective	Event Responses
Total budget	\$100.00 USD
Amount spent	\$100.00 USD

[Show All](#)

Exhibit I – Twitter

Tweet activity ✕



Catch Boynton Beach @BoyntonBeachCRA
Looking forward to ROCKIN' the Plaza at Ocean Palm Plaza - 1600 N. Federal Hwy. on February 29th from 2Pm - 6PM! We will have music from THE FLYERS, food, libations, games, and giveaways!
pic.twitter.com/nghtnIFWeF

Impressions	916
Total engagements	9
Retweets	2
Likes	2
Detail expands	2
Profile clicks	2
Media engagements	1

 **Reach a bigger audience**
Get more engagements by promoting this Tweet!

Get started

Tweet activity ✕



Catch Boynton Beach @BoyntonBeachCRA
#RockThePlaza is happening this Saturday. Don't miss the event and the @BBPD SubStation Ribbon Cutting!
pic.twitter.com/V8IKAUnOPe

Impressions	564
Total engagements	13
Media engagements	4
Retweets	2
Hashtag clicks	2
Detail expands	2
Profile clicks	2
Likes	1

 **Reach a bigger audience**
Get more engagements by promoting this Tweet!

Get started

Tweet activity ✕

Catch Boynton Beach @BoyntonBeachCRA
Don't miss #RockThePlaza this Saturday! This is a FREE family fun event with live music, games, food, drinks, and special deals from participating businesses. We can't wait to see you there!
[https://www.facebook.com/events/1069489410077927/?active_tab=discussion ...](https://www.facebook.com/events/1069489410077927/?active_tab=discussion...)

Impressions	206
Total engagements	2
Detail expands	2

 **Reach a bigger audience**
Get more engagements by promoting this Tweet!

Get started

Exhibit I – Instagram

11:22 66° 80%

← Posts

boyntonbeachcra



View Insights Promote

Liked by **bicyclestore** and **19 others**

boyntonbeachcra The next #RockthePlaza will be at Ocean Palm Plaza 1600 N. Federal Hwy... more

February 5

Post Insights

20	0	1	0
1	380		
Profile Visit	Reach		



CRA BOARD MEETING OF: March 10, 2020

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.B.

SUBJECT:

The 6th Annual Blarney Bash on March 14, 2020 located at Dewey Park and E.Ocean Ave from 4:00 PM to 9:00 PM

SUMMARY:

On Saturday, **March 14, 2020**, the Boynton Beach CRA will host the **6th Annual Blarney Bash** event in the Downtown District. Event details are as follows:

- The FREE event starts at 4:00 P.M. and ends at 9:00 P.M.
- The event will take place along East Ocean Avenue between Federal Highway and NE 4th Street and along portions of NE 4th Street.
- Free parking will be available at various locations surrounding the event.
- Live music featuring bagpipers, as well as stage performances by **The Flyers and The Killbillies**.
- A performance from the students of the **Aranmore Academy of Irish Dance**.
- The food court will feature a variety of options, including authentic Irish cuisine and food offerings from local merchants Guaca Go, Troy's Bar-B-Que, and Boardwalk Italian Ice & Creamery.
- Craft beer selections will be available on tap from local Boynton Beach breweries.
- The event will feature the Lucky Gold Hunt, a scavenger hunt game, that will place patrons in direct contact with participating CRA District businesses.
- There will be multiple inflatable and interactive activities for children.
- There will be a "Shamrock Costume Contest" for both children and adults.

EVENT MARKETING PLAN

Blarney Bash Posters & Postcards - Marketing material such as 50 posters and 1,500 6"x 9" postcards for Blarney Bash were delivered to businesses in the CRA area and the City of Boynton Beach buildings (see Exhibit A). Cost: \$275.00

Signage - 4' x 8' signs for Blarney Bash went up in nine locations in Boynton Beach to let the community know about the event (see Exhibit B). Cost: \$1,295.00

Gateway Gazette - As part of the ongoing marketing efforts, the CRA staff allocated funds in the

budget for a full page in the Gateway Gazette formally known as the Boynton Forum serving Boynton Beach, Lantana, Hypoluxo, Atlantis, South Palm Beach, Manalapan, Ocean Ridge and Briny Breezes. The ad was featured online at sun-sentinel.com/community/gateway-gazette. The full-page ad placement was Sunday, March 8 (see Exhibit C). Cost: \$303.00

Movie Theaters - A screenshot advertisement of Rock the Plaza - Ocean Palm Plaza/ Blarney Bash and Blarney Bash/Rock the Plaza - Sunshine Square aired at Movies of Lake Worth in all six theaters and Movies of Delray in all five theaters as an opening to the scheduled movies from 10 A.M. until 9 P.M. The screenshot advertisement aired January 22 – February 28 and March 6 – March 27 (see Exhibit D). Cost: \$400.00

Atlantic Current Magazine - A full-page ad for Blarney Bash and Rock the Plaza - Sunshine Square was created for the Atlantic Current Magazine in hopes to reach a younger demographic, with 70% of their readers between ages 21-44 and 42% of which are between ages 21-34. They have roughly 28,250 readers and 10,000 magazines distributed to over 100 locations across Palm Beach and Broward Counties. Their magazine is released bi-monthly (see Exhibit E). Cost: \$800.00

Billboard - The Billboard location is Gateway Boulevard & I-95 (see Exhibit F). Cost: free

Coastal Star - The Coastal Star newspaper serves the eastern community of Hypoluxo Island, South Palm Beach, Manalapan, Ocean Ridge, Briny Breezes, Gulf Stream and coastal Delray which reaches out to that specific demographic. The Blarney Bash quarter page ad placement in the northern addition also appeared as a bonus in the Southern addition, which cover Boca Raton and Highland Beach (see Exhibit G). Cost: \$525.00

Neighborhood News - Working with Neighborhood News to reach out to the western Boynton communities, this marketing strategy will continue to promote downtown Boynton Beach. The March ad featured Blarney Bash and Rock the Plaza - Sunshine Square with an editorial about the event. Neighborhood News also featured the event on their Facebook page with 1,150 followers and website (see Exhibit H) Cost: \$450.00

Delray Beach Newspaper - A full-page ad for Blarney Bash/Rock the Plaza - Sunshine Square was featured in the March issue of the Delray Newspaper and Boca Newspaper. Reaching over 15,000 direct online readers, a circulation of 12,000 papers distributed to 250 locations in Palm Beach County, and a copy mailed directly to over 2,000 homes (see Exhibit I). Cost: \$695.00

Utility Bill Insert - An insert in the utility bill went out in February that displayed the Blarney Bash event and the upcoming Business Promotional Events for 2020 (see Exhibit J). Cost: \$1,846.00

Social Media - The Boynton Beach CRA utilizes its social media platforms such as (Facebook, Instagram and Twitter) to build awareness and engage the residences, visitors, and business communities. In the month of February 2020, staff promoted Blarney Bash, which will take place on March 14, 2020. Through Facebook, Instagram, and Twitter, staff has created seven organic posts on Facebook, which included the Blarney Bash video on the Facebook cover of the CRA page and three paid Facebook ads to promote the event. Organic posts had a total reach of 2,999 and total engagement (likes, comments, shares, clicks) of 223. The paid ads analytics will be presented in the event recap as they are still populating. Staff also created a Facebook event page to assist in promoting of the event. The event page was able to reach of 41,600 people and had 1,900 people that selected “interested” or “going” to the event. CRA Staff created two Twitter posts with 1,064

impressions and 15 total engagements. The one Instagram post with four total engagements and reach of 409 (See Exhibit K). Cost: \$500.00

FISCAL IMPACT:

FY 2019-2020 Budget, Project Fund line Item 02-58500-480 - \$35,400, Marketing \$7,089

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

Unless otherwise offered by the CRA Board, a motion is not required at this time.

ATTACHMENTS:

- | | Description |
|---|--------------------|
| ▣ | Exhibit A-J |
| ▣ | Exhibit K |

Exhibit A – Posters



Be Lucky In Boynton Beach!

BLARNEY BASH
BOYNTON BEACH

FREE EVENT

SATURDAY
3  14  2020
4 - 9 PM

Live Music
Local Craft Beer
Family Fun

100 NE 4th Street
CatchBoynton.com

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

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

Exhibit A – Postcards

Be Lucky In
Boynton Beach!

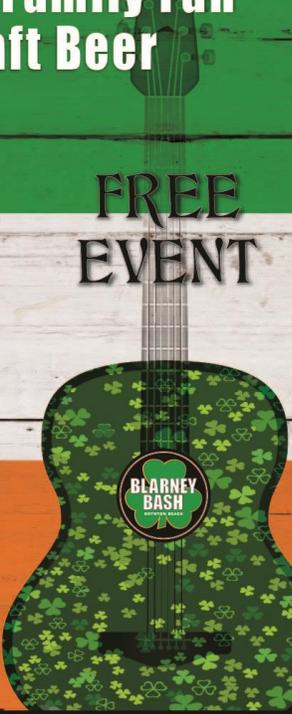


SATURDAY
3 * 14 * 2020
4 - 9 PM
100 NE 4th Street

Live Music • Family Fun
Local Craft Beer



**FREE
EVENT**



PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

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

CatchBoynton.com

Exhibit B- Signage

Be lucky In Boynton Beach!

BLARNEY BASH
BOYNTON BEACH

SATURDAY
3 14 2020
4 - 9 PM

FREE EVENT

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 NE 4th Street

Exhibit C – Gateway Gazette

Be lucky In Boynton Beach!

BLARNEY BASH
BOYNTON BEACH

FREE EVENT

SATURDAY
3 14 2020
4 - 9 PM

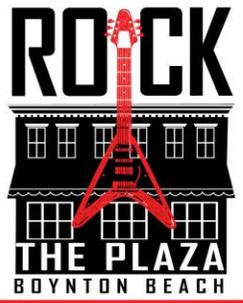
Live Music • Family Fun
Local Craft Beer

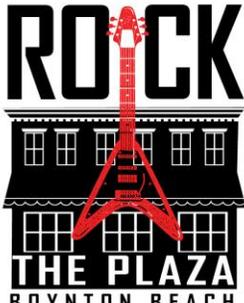
100 NE 4th Street
CatchBoynton.com

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

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

Exhibit D - Movie Theater

<p>ENJOY FREE LIVE MUSIC & VISIT THE OCEAN PALM PLAZA BUSINESSES</p> <p>SAT. FEB. 29TH</p>  <p>ROCK THE PLAZA BOYNTON BEACH</p> <p>OCEAN PALM PLAZA 1600 N. FEDERAL HWY.</p> <p>2-6 PM LIVE MUSIC</p> <p>PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY</p> <p>CATCHBOYNTON.COM</p>	<p>Be lucky In Boynton Beach!</p>  <p>BLARNEY BASH BOYNTON BEACH</p> <p>SAT. MAR. 14 ♣ 4 - 9 PM</p> <p>100 NE 4TH STREET • FREE EVENT Live Music • Family Fun • Leprechauns</p> <p>CatchBoynton.com PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY</p> <p><small>INTERPRETERS AVAILABLE UPON ON REQUEST Coppinm@bbfl.us or Call 561-600-9097</small></p>
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<p>Be lucky In Boynton Beach!</p>  <p>BLARNEY BASH BOYNTON BEACH</p> <p>SAT. MAR. 14 ♣ 4 - 9 PM</p> <p>100 NE 4TH STREET • FREE EVENT Live Music • Family Fun • Leprechauns</p> <p>CatchBoynton.com PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY</p> <p><small>INTERPRETERS AVAILABLE UPON REQUEST Coppinm@bbfl.us or Call 561-600-9097</small></p>	<p>ENJOY FREE LIVE MUSIC & VISIT THE SUNSHINE SQUARE BUSINESSES</p> <p>SAT. MAR. 28TH</p>  <p>ROCK THE PLAZA BOYNTON BEACH</p> <p>SUNSHINE SQUARE WOOLBRIGHT RD. & FEDERAL HWY.</p> <p>4-8 PM LIVE MUSIC</p> <p>PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY</p> <p>CATCHBOYNTON.COM</p>
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Be Lucky In
Boynton Beach!



SAT. MAR. 14



4 - 9 PM

**100 NE 4TH STREET
FREE EVENT**

**Live Music
Local Craft Beer
Family Fun**

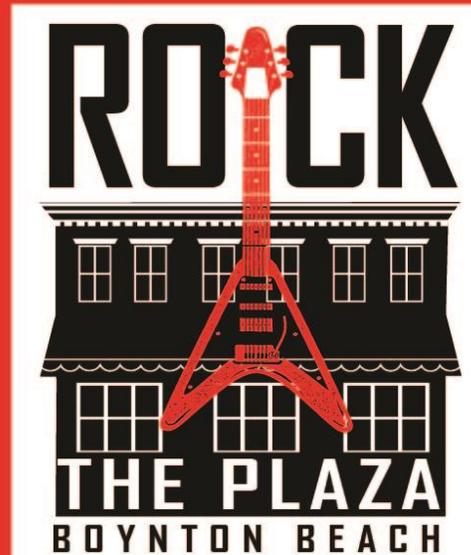
CatchBoynton.com

PRESENTED BY
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COMMUNITY REDEVELOPMENT AGENCY



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

ENJOY FREE LIVE MUSIC & VISIT THE
SUNSHINE SQUARE BUSINESSES



GET READY TO ROCK THE PLAZA
SAT. MAR. 28TH

SUNSHINE SQUARE
WOOLBRIGHT RD. & FEDERAL HWY.

**4-8 PM
LIVE MUSIC**

PRESENTED BY
BOYNTON BEACH CRA

CATCHBOYNTON.COM

Exhibit F- Billboard



Be Lucky In Boynton Beach!

3 * 14 * 2020
SATURDAY * 4 - 9 PM

FREE EVENT

BLARNEY BASH
BOYNTON BEACH

PRESENTED BY
BOYNTON BEACH
COMMUNITY REDEVELOPMENT AGENCY

CITY OF
BOYNTON
BEACH

CatchBoynton.com



Exhibit G- Coastal Star



Be Lucky In Boynton Beach!

3 * 14 * 2020
SATURDAY * 4 - 9 PM

Live Music
Local Craft Beer • Family Fun

FREE EVENT

100 NE 4th Street CatchBoynton.com
♿ INTERPRETERS AVAILABLE UPON ON REQUEST • 561-600-9097

PRESENTED BY
BOYNTON BEACH
COMMUNITY REDEVELOPMENT AGENCY



Be Lucky In Boynton Beach!



3 • 14 • 2020
SATURDAY • 4 - 9 PM

FREE EVENT

**Live Music • Family Fun
Local Craft Beer**

100 NE 4th Street

CatchBoynton.com

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

ROCK



PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY
CatchBoynton.com

ENJOY FREE LIVE MUSIC & VISIT THE
SUNSHINE SQUARE BUSINESSES

GET READY TO ROCK THE PLAZA
SATURDAY MARCH 28TH

SUNSHINE SQUARE

WOOLBRIGHT RD. & FEDERAL HWY.

LIVE MUSIC
4-8 PM

Be Lucky In Boynton Beach!



3 * 14 * 2020
SATURDAY * 4 - 9 PM

FREE EVENT

**Live Music • Family Fun
Local Craft Beer**

100 NE 4th Street

CatchBoynton.com

INTERPRETERS AVAILABLE UPON REQUEST • 561-600-9097

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

ROCK



PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY
CatchBoynton.com

ENJOY FREE LIVE MUSIC & VISIT THE
SUNSHINE SQUARE BUSINESSES

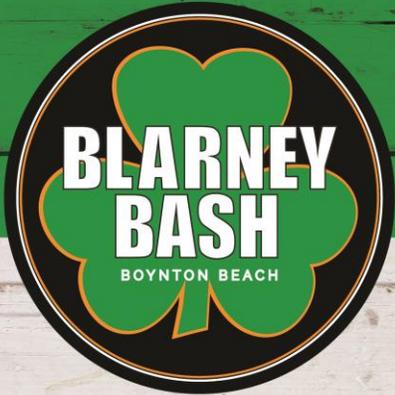
GET READY TO ROCK THE PLAZA
SATURDAY MARCH 28TH

SUNSHINE SQUARE

WOOLBRIGHT RD. & FEDERAL HWY.

LIVE MUSIC
4-8 PM

Be Lucky In Boynton Beach!



SAT. MAR. 14 4 - 9 PM

100 NE 4TH STREET • FREE EVENT
Live Music • Family Fun • Leprechauns

CatchBoynton.com

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

PRESENTED BY



BOYNTON BEACH **CRA**
COMMUNITY REDEVELOPMENT AGENCY

BUSINESS PROMOTIONAL 2020 EVENTS

 <p>SAT. FEBRUARY 29 2 pm – 6 pm Ocean Palm Plaza 1600 N. Fed. Hwy.</p>	
 <p>SAT. MARCH 14 BLARNEY BASH 4 pm – 9 pm 100 N.E. 4th ST.</p>	
 <p>SAT. MARCH 28 4 pm – 8 pm Sunshine Square Woolbright Rd. & Fed. Hwy.</p>	
 <p>SAT. APRIL 25 Time: TBA Ocean Plaza 640 E. Ocean Ave.</p>	
 <p>SAT. MAY 16 ART WALK 6 pm – 9 pm 410 W. Industrial Ave.</p>	
 <p>SAT. JUNE 6 ROCK THE MARINA & LIONFISH DERBY 2 pm – 6 pm 735 Casa Loma Blvd.</p>	
 <p>SAT. JULY 25 REEF CLEAN-UP BOYNTON HARBOR MARINA 11 am – 2 pm 735 Casa Loma Blvd.</p>	

CatchBoynton.com

PRESENTED BY



BOYNTON BEACH **CRA**
COMMUNITY REDEVELOPMENT AGENCY

Exhibit K – Facebook

Post Details
✕

Boynton Beach CRA

Published by Renee Michelle Roberts [?] · February 22 at 11:58 AM · 🌐

👍 Like Page
⋮

Sign up today to be a vendor at this year's 6th Annual Boynton Beach Blarney Bash!

Click here for more information:
https://www.catchboynton.com/.../Blarney_Bash_Vendor_Packet.p...

🌱 **Get More Likes, Comments and Shares**
When you boost this post, you'll show it to more people.

961
People Reached

112
Engagements

Boost Post

👍 Like

💬 Comment

➦ Share

⋮

Performance for Your Post

961 People Reached

29 Likes, Comments & Shares 📊

24 Likes	19 On Post	5 On Shares
1 Comments	1 On Post	0 On Shares
4 Shares	4 On Post	0 On Shares

83 Post Clicks

9 Photo Views	40 Link Clicks 📊	34 Other Clicks 📊
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Exhibit K – Facebook

Post Details
✕

Boynton Beach CRA

Published by Renee Michelle Roberts [?] · February 25 at 6:00 PM · 🌐

St. Patrick's Day is on the way!
 Don't miss the 6th Annual Boynton Beach Blarney Bash.
 This family-friendly celebration offers music, food, drinks, and fun for everyone.

SAT, MAR 14 AT 4 PM

6th Annual Boynton Beach Blarney Bash

Boynton Beach CRA · Boynton Beach

👤 Renee Michelle Roberts invited you

★ Interested

✔ **Get More Likes, Comments and Shares**
 When you boost this post, you'll show it to more people.

906
People Reached

45
Engagements

Boost Event

Angela Cruz, Pamela Fellman Hughes and 14 others

👍 Like
💬 Comment
➦ Share
⋮

Performance for Your Post

906 People Reached

16 Reactions, Comments & Shares 📊

14 Like	14 On Post	0 On Shares
2 Love	2 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

29 Post Clicks

0 Photo Views	14 Link Clicks 📊	15 Other Clicks 📊
-------------------------	---	--

NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Exhibit K – Facebook

Post Details
✕

Boynton Beach CRA

Published by Renee Michelle Roberts [?] · February 26 at 4:54 PM · 🌐

👍 Like Page ⋮

Get your green gear ready for the Shamrock Costume Contest at the 6th Annual Boynton Beach Blarney Bash!



Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

603
People Reached

51
Engagements

[Boost Post](#)

👍❤️ Stacey Queller Irsay, Jeremy Adler and 9 others 5 Shares

👍 Like
💬 Comment
➦ Share
⋮

Performance for Your Post

603 People Reached

20 Reactions, Comments & Shares 📈

9 👍 Like	8 On Post	1 On Shares
3 ❤️ Love	3 On Post	0 On Shares
1 😂 Haha	0 On Post	1 On Shares
1 😲 Wow	0 On Post	1 On Shares
1 Comments	0 On Post	1 On Shares
5 Shares	5 On Post	0 On Shares

31 Post Clicks

2 Photo Views	11 Link Clicks 📈	18 Other Clicks 📈
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Exhibit K – Facebook

Post Details

Boynton Beach CRA
Published by Azim Hussain [?] · February 18 at 12:58 PM · [Like Page](#)

We are seeking volunteers for 6th Annual Boynton Beach Blarney Bash! If you or someone you know would like to join our team for the day call (561) 600-9097 or email CoppinM@bbfl.us.



The graphic features a green background with several white hand outlines of varying sizes, some raised as if volunteering. A circular logo in the top left corner contains a shamrock and the text 'BLARNEY BASH BOYNTON BEACH'. At the bottom, the word 'VOLUNTEER!' is written in large, bold, white letters on a black rectangular background.

Performance for Your Post

461 People Reached

4 Likes, Comments & Shares

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

11 Post Clicks

1 Photo Views	5 Link Clicks	5 Other Clicks
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

461 People Reached **15** Engagements [Boost Post](#)

Katherine Schull and Valencia Michelle 2 Shares

[Like](#) [Comment](#) [Share](#)

Exhibit K – Facebook

Post Details

**Boynton Beach CRA**
Published by Renee Michelle Roberts [?] · 6 hrs · 🌐

Are you excited for the 6th Annual Boynton Beach Blarney Bash? Tag your friend, family, or neighbor you plan on bringing with you! Come be LUCKY in Boynton Beach.



SAT, MAR 14 AT 4 PM
6th Annual Boynton Beach Blarney Bash
Boynton Beach CRA · Boynton Beach ★ Interested

👤 Renee Michelle Roberts invited you

🟢 **Get More Likes, Comments and Shares**
When you boost this post, you'll show it to more people.

68 People Reached **0** Engagements [Boost Event](#)

👍 Like 💬 Comment ➦ Share ⋮

Performance for Your Post

68 People Reached

0 Likes, Comments & Shares 📈

0 Likes	0 On Post	0 On Shares
0 Comments	0 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

0 Post Clicks

0 Photo Views	0 Link Clicks 📈	0 Other Clicks 📈
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NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Exhibit K – Twitter

Tweet activity ×



Catch Boynton Beach @BoyntonBeachCRA
Celebrate St. Patrick's Day with us on March 14 from 4PM -9PM at 100 NE 4th st. Enjoy live music, games for all ages, giveaways and of course IRISH FOOD!
pic.twitter.com/QYfTbFEYt

Reach a bigger audience
Get more engagements by promoting this Tweet!

Get started

Impressions	630
Total engagements	9
Retweets	2
Media engagements	2
Likes	2
Profile clicks	2
Detail expands	1

Tweet activity ×



Catch Boynton Beach @BoyntonBeachCRA
We are seeking volunteers for 6th Annual Boynton Beach Blarney Bash! If you or someone you know would like to join our team for the day call (561) 600-9097 or email CoppinM@bbfl.us.
pic.twitter.com/n2ujMgLGtC

Reach a bigger audience
Get more engagements by promoting this Tweet!

Get started

Impressions	434
Total engagements	6
Retweets	2
Profile clicks	2
Likes	1
Detail expands	1

Exhibit K – Instagram

9:04      📶 🔋 89%

← Posts

 **boyntonbeachcra**
Boynton Beach, Florida ⋮



This post is doing better than 85%
of posts that you've posted

Post Insights

 34	 0	 3	 0
4 Profile Visits	409 Reach		



CRA BOARD MEETING OF: March 10, 2020

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM: 7.C.

SUBJECT:

Rock the Plaza on March 28, 2020 at Sunshine Square from 4:00 PM to 8:00 PM

SUMMARY:

On March 28, 2020, the CRA will host *Rock the Plaza* at the Sunshine Square Plaza, located at 501 SE 18th Avenue.

The free event will take place from 4:00 p.m to 8:00 p.m. and will spotlight the businesses within the shopping plaza. To maximize customer outreach, CRA staff will also provide social media assistance to interested businesses in the plaza prior to the event to increase marketing and cross promotional opportunities within the hashtags #RockThePlaza and #HitTheBiz.

The event will feature live music, cocktails, and special promotions from restaurants and businesses within the plaza.

EVENT MARKETING

Movie Theaters - A screen shot advertisement of Rock the Plaza -Sunshine Square/Blarney Bash aired at Movies of Lake Worth in all 6 theaters and Movies of Delray in all 5 theaters as an opening to the scheduled movies from 10 a.m. until 9 p.m. The screen shot advertisement aired March 6 – March 27 (see Exhibit A). Cost: \$400.00

Atlantic Current Magazine - A full-page ad for Rock the Plaza - Sunshine Square/Blarney Bash was created for the Atlantic Current Magazine in hopes to reach a younger demographic, with 70% of their readers between ages 21-44 and 42% of which are between ages 21-34. They have roughly 28,250 readers and 10,000 magazines distributed to over 100 locations across Palm Beach and Broward Counties. Their magazine is released bi-monthly (see Exhibit B). Cost: \$800.00

Neighborhood News - Working with Neighborhood News to reach out to the western Boynton communities, this marketing strategy will continue to promote downtown Boynton Beach. The March ad featured Rock the Plaza - Sunshine Square/Blarney Bash with an editorial about the event. Neighborhood News also featured the event on their Facebook page with 1,150 followers and website (see Exhibit C) Cost: \$450.00

Delray Beach Newspaper - A full-page ad for Rock the Plaza - Sunshine Square/Blarney Bash was featured in the March issue of the Delray Newspaper and Boca Newspaper. Reaching over 15,000 direct online readers, a circulation of 12,000 papers distributed to 250 locations in Palm Beach County, and a copy mailed directly to over 2,000 homes (see Exhibit D). Cost: \$695.00

FISCAL IMPACT:

FY 2019-2020, Project Fund, line item 02-58500-480; \$8,100 for the event and \$2,345 for marketing.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

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

ATTACHMENTS:

- | | Description |
|---|--------------------|
| ▣ | Exhibit A-D |

Exhibit A – Movie Theater

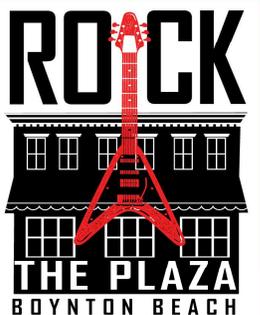
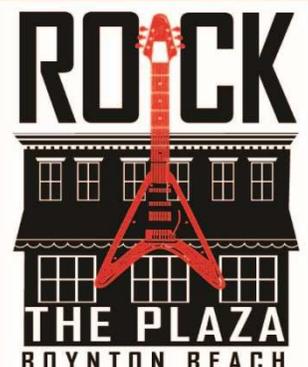
<p>Be lucky In Boynton Beach!</p>  <p>SAT. MAR. 14 🍀 4 - 9 PM</p> <p>100 NE 4TH STREET • FREE EVENT Live Music • Family Fun • Leprechauns</p> <p>CatchBoynton.com PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY</p> <p><small>INTERPRETERS AVAILABLE UPON REQUEST Coppinm@bbfl.us or Call 561-600-9097</small></p>	<p>ENJOY FREE LIVE MUSIC & VISIT THE SUNSHINE SQUARE BUSINESSES</p> <p>SAT. MAR. 28TH</p>  <p>SUNSHINE SQUARE WOOLBRIGHT RD. & FEDERAL HWY.</p> <p>4-8 PM LIVE MUSIC</p> <p>PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY</p> <p>CATCHBOYNTON.COM</p>
--	--

Exhibit B – Atlantic Current

<p>Be lucky In Boynton Beach!</p>  <p>SAT. MAR. 14</p> <p>🍀</p> <p>4 - 9 PM</p> <p>100 NE 4TH STREET FREE EVENT Live Music Local Craft Beer Family Fun</p> <p>CatchBoynton.com</p> <p>PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY</p> <p><small>INTERPRETERS AVAILABLE UPON REQUEST Coppinm@bbfl.us or Call 561-600-9097</small></p>	<p>ENJOY FREE LIVE MUSIC & VISIT THE SUNSHINE SQUARE BUSINESSES</p>  <p>GET READY TO ROCK THE PLAZA</p> <p>SAT. MAR. 28TH</p> <p>SUNSHINE SQUARE WOOLBRIGHT RD. & FEDERAL HWY.</p> <p>4-8 PM LIVE MUSIC</p> <p>PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY</p> <p>CATCHBOYNTON.COM</p>
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Be lucky In Boynton Beach!



3 * 14 * 2020
SATURDAY * 4 - 9 PM

FREE EVENT

Live Music • Family Fun
Local Craft Beer

100 NE 4th Street **CatchBoynton.com**



ROCK



PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY
CatchBoynton.com

ENJOY FREE LIVE MUSIC & VISIT THE
SUNSHINE SQUARE BUSINESSES

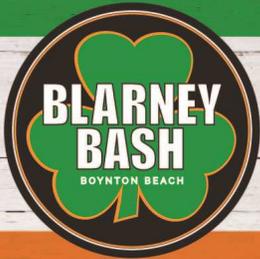
GET READY TO ROCK THE PLAZA
SATURDAY MARCH 28TH

**SUNSHINE
SQUARE**

WOOLBRIGHT RD. & FEDERAL HWY.

LIVE MUSIC
4-8 PM

Be Lucky In Boynton Beach!



3 * 14 * 2020
SATURDAY * 4 - 9 PM

FREE EVENT

Live Music • Family Fun
Local Craft Beer

100 NE 4th Street **CatchBoynton.com**

♿ INTERPRETERS AVAILABLE UPON REQUEST • 561-600-9097

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

ROCK



THE PLAZA
BOYNTON BEACH

PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CatchBoynton.com

ENJOY FREE LIVE MUSIC & VISIT THE
SUNSHINE SQUARE BUSINESSES

GET READY TO ROCK THE PLAZA
SATURDAY MARCH 28TH

SUNSHINE SQUARE

WOOLBRIGHT RD. & FEDERAL HWY.

LIVE MUSIC
4-8 PM



CRA BOARD MEETING OF: March 10, 2020

CONSENT AGENDA

AGENDA ITEM: 10.A.

SUBJECT:

Financial Report Period Ending February 29, 2020

SUMMARY:

The following CRA monthly financial and budget reports for the period ending February 29, 2020 are presented to the CRA Board:

Statement of Revenues, Expenditures and Changes in Fund Balance Report; and Budget Comparison Schedule - General Fund (Attachment I).

FISCAL IMPACT:

FY 2019-2020 Budget

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan and FY 2019-2020 CRA Budget

CRA BOARD OPTIONS:

Approve the CRA's monthly financial and budget report for the period ending February 29, 2020.

ATTACHMENTS:

Description

- ▣ **Attachment I - Monthly Financial Report for Period Ending February 29, 2020**

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

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

Statement of Revenues, Expenditures and Changes in Fund Balances

Through Year to Date - February 29, 2020

	<u>General Fund</u>	<u>Projects Fund</u>	<u>Debt Service Fund</u>	<u>Total Governmental Funds</u>
REVENUES				
Tax increment revenue	13,949,934	-	-	13,949,934
Marina Rent & Fuel Sales	451,043	-	-	451,043
Contributions and donations	-	-	-	-
Interest and other income	127,200	122,380	2,119	251,699
Total revenues	<u>14,528,178</u>	<u>122,380</u>	<u>2,119</u>	<u>14,652,676</u>
EXPENDITURES				
General government	1,500,809	-	-	1,500,809
Redevelopment projects	-	4,008,500	-	4,008,500
Debt service:				-
Principal	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	<u>1,500,809</u>	<u>4,008,500</u>	<u>-</u>	<u>5,509,309</u>
Excess (deficiency) of revenues over expenditures	<u>13,027,369</u>	<u>(3,886,120)</u>	<u>2,119</u>	<u>9,143,367</u>
OTHER FINANCING SOURCES (USES)				
Funds Transfers in	-	8,667,613	2,139,852	10,807,465
Funds Transfers out	(10,807,465)	-	-	(10,807,465)
Total other financing sources (uses)	<u>(10,807,465)</u>	<u>8,667,613</u>	<u>2,139,852</u>	<u>-</u>
Net change in fund balances	2,219,904	4,781,493	2,141,971	9,143,367
Fund balances - beginning of year	2,906,346	11,849,341	109,356	14,865,043
Fund balances - end of year	<u>5,126,250</u>	<u>16,630,834</u>	<u>2,251,327</u>	<u>24,008,410</u>

Footnote:

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

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

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Boynton Beach, Florida)

Budgetary Comparison Schedule
General Fund

Through Year to Date - February 29, 2020

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
REVENUES			
Tax increment revenue	\$ 13,816,071	\$ 13,816,071	13,949,934
Marina Rent & Fuel Sales	1,100,000	1,100,000	451,043
Interest and other income	-	-	127,200
Other financing sources (uses)	<u>50,000</u>	<u>50,000</u>	<u>-</u>
Total revenues	<u>14,966,071</u>	<u>14,966,071</u>	<u>14,528,178</u>
EXPENDITURES			
General government	<u>4,157,606</u>	<u>4,157,606</u>	<u>1,500,809</u>
Total expenditures	<u>4,157,606</u>	<u>4,157,606</u>	<u>1,500,809</u>
Excess of revenues over expenditures	<u>10,808,465</u>	<u>10,808,465</u>	<u>13,027,369</u>
OTHER FINANCING SOURCES (USES)			
Carryover fund balance			-
Transfers out	<u>(10,808,465)</u>	<u>(10,808,465)</u>	<u>(10,807,465)</u>
Total other financing sources (uses)	<u>(10,808,465)</u>	<u>(10,808,465)</u>	<u>(10,807,465)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>2,219,904</u>
Fund balances - beginning of year			<u>2,906,346</u>
Fund balances - end of year			<u>5,126,250</u>

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



Boynnton Beach CRA, FL

Detail vs Budget Report Account Summary

Date Range: 02/01/2020 - 02/29/2020

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND								
Revenue								
01-41000	T.I.F. COLLECTIONS	0.00	-13,816,071.00	-13,949,934.00	0.00	-13,949,934.00	133,863.00	0.97 %
01-42115	MARINA RENTS	0.00	-100,000.00	-37,483.84	-8,768.50	-46,252.34	-53,747.66	-53.75 %
01-42116	MISCELLANEOUS RENTS FRO PROPER	0.00	0.00	-30.00	-120.00	-150.00	150.00	0.00 %
01-42117	MARINA FUEL SALES	0.00	-1,000,000.00	-333,459.61	-69,448.34	-402,907.95	-597,092.05	-59.71 %
01-42118	MARINA MISC INCOME	0.00	0.00	-1,872.57	139.51	-1,733.06	1,733.06	0.00 %
01-46100	INTEREST INCOME	0.00	0.00	-12,667.76	-2,295.33	-14,963.09	14,963.09	0.00 %
01-47200	IN KIND REVENUE	0.00	0.00	-78,329.32	-20,257.33	-98,586.65	98,586.65	0.00 %
01-48100	MISCELLANEOUS INCOME	0.00	0.00	-9,592.62	-4,057.97	-13,650.59	13,650.59	0.00 %
01-49100	OTHER FINANCING SOURCES	0.00	-50,000.00	0.00	0.00	0.00	-50,000.00	-100.00 %
Revenue Totals:		0.00	-14,966,071.00	-14,423,369.72	-104,807.96	-14,528,177.68	-437,893.32	-2.93 %
Expense								
01-51010-200	CONTRACTUAL EXPENSE	0.00	7,500.00	0.00	0.00	0.00	7,500.00	100.00 %
01-51010-216	ADVERTISING & PUBLIC NOTICES	0.00	6,500.00	946.00	0.00	946.00	5,554.00	85.45 %
01-51010-225	ASSOC. MEETINGS & SEMINARS	0.00	14,000.00	8,140.14	0.00	8,140.14	5,859.86	41.86 %
01-51010-227	DELIVERY SERVICES	0.00	750.00	0.00	0.00	0.00	750.00	100.00 %
01-51010-310	OFFICE SUPPLIES	0.00	750.00	233.72	0.00	233.72	516.28	68.84 %
01-51230-100	PERSONNEL SERVICES	0.00	396,756.00	107,584.24	26,642.19	134,226.43	262,529.57	66.17 %
01-51230-115	CAR ALLOWANCE	0.00	6,800.00	1,716.88	429.22	2,146.10	4,653.90	68.44 %
01-51230-225	ASSOC. MEETINGS & SEMINARS	0.00	16,000.00	7,888.59	1,698.42	9,587.01	6,412.99	40.08 %
01-51230-226	MEMBERSHIP DUES	0.00	11,635.00	4,212.00	0.00	4,212.00	7,423.00	63.80 %
01-51230-227	DELIVERY SERVICES	0.00	400.00	76.81	86.73	163.54	236.46	59.12 %
01-51230-229	CAREER DEVELOPMENT	0.00	17,500.00	2,518.00	129.00	2,647.00	14,853.00	84.87 %
01-51230-310	OFFICE SUPPLIES	0.00	2,000.00	339.98	195.98	535.96	1,464.04	73.20 %
01-51230-315	POSTAGE	0.00	2,000.00	435.96	0.00	435.96	1,564.04	78.20 %
01-51230-340	CELLULAR PHONES	0.00	2,000.00	622.06	155.20	777.26	1,222.74	61.14 %
01-51230-355	SUBSCRIPTIONS	0.00	475.00	0.00	0.00	0.00	475.00	100.00 %
01-51230-360	BOOKS & PUBLICATIONS	0.00	400.00	178.55	0.00	178.55	221.45	55.36 %
01-51230-400	EQUIPMENT COSTS	0.00	2,000.00	1,267.17	0.00	1,267.17	732.83	36.64 %
01-51325-100	PERSONNEL SERVICES	0.00	174,997.00	54,218.74	13,423.40	67,642.14	107,354.86	61.35 %
01-51325-200	CONTRACTUAL EXPENSE	0.00	250.00	175.00	0.00	175.00	75.00	30.00 %
01-51325-201	BANK FEES	0.00	6,000.00	1,282.47	228.73	1,511.20	4,488.80	74.81 %
01-51325-225	ASSOC. MEETINGS & SEMINARS	0.00	7,250.00	33.66	7.54	41.20	7,208.80	99.43 %
01-51325-226	MEMBERSHIP DUES	0.00	1,000.00	150.00	0.00	150.00	850.00	85.00 %
01-51325-227	DELIVERY COSTS	0.00	400.00	0.00	0.00	0.00	400.00	100.00 %
01-51325-229	CAREER DEVELOPMENT	0.00	4,000.00	436.50	0.00	436.50	3,563.50	89.09 %

Detail vs Budget Report

Date Range: 02/01/2020 - 02/29/2020

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01-51325-310	OFFICE SUPPLIES	0.00	1,500.00	567.82	160.97	728.79	771.21	51.41 %
01-51325-340	CELLULAR PHONES	0.00	1,440.00	411.39	102.69	514.08	925.92	64.30 %
01-51325-355	SUBSCRIPTIONS	0.00	1,300.00	1,099.00	0.00	1,099.00	201.00	15.46 %
01-51325-360	BOOKS & PUBLICATIONS	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
01-51325-365	OFFICE PRINTING COSTS	0.00	700.00	79.53	0.00	79.53	620.47	88.64 %
01-51325-400	EQUIPMENT COSTS	0.00	700.00	0.00	0.00	0.00	700.00	100.00 %
01-51410-213	GENERAL PROPERTY COVERAGE	0.00	172,500.00	153,766.69	0.00	153,766.69	18,733.31	10.86 %
01-51420-200	CONTRACTUAL EXPENSE	0.00	61,500.00	36,871.73	870.00	37,741.73	23,758.27	38.63 %
01-51420-201	CONTRACT LEGAL	-5,000.00	100,000.00	28,936.64	6,095.00	35,031.64	69,968.36	69.97 %
01-51420-202	WEBSITE HOSTING, REDESIGN & MAINT	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
01-51420-204	CITY STAFF COSTS	0.00	22,000.00	0.00	0.00	0.00	22,000.00	100.00 %
01-51440-100	PERSONNEL SERVICES	0.00	127,108.00	25,276.12	7,391.69	32,667.81	94,440.19	74.30 %
01-51440-225	ASSOC. MEETINGS & SEMINARS	0.00	17,950.00	48.61	0.00	48.61	17,901.39	99.73 %
01-51440-226	MEMBERSHIP DUES	0.00	350.00	0.00	0.00	0.00	350.00	100.00 %
01-51440-227	DELIVERY SERVICES	0.00	300.00	125.84	0.00	125.84	174.16	58.05 %
01-51440-229	CAREER DEVELOPMENT	0.00	4,500.00	0.00	0.00	0.00	4,500.00	100.00 %
01-51440-310	OFFICE SUPPLIES	0.00	1,000.00	203.43	160.98	364.41	635.59	63.56 %
01-51440-340	CELLULAR PHONES	0.00	540.00	180.00	45.00	225.00	315.00	58.33 %
01-51440-355	SUBSCRIPTIONS	0.00	1,500.00	300.60	100.20	400.80	1,099.20	73.28 %
01-51440-360	BOOKS & PUBLICATIONS	0.00	200.00	0.00	0.00	0.00	200.00	100.00 %
01-51440-365	OFFICE PRINTING COSTS	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
01-51620-200	CONTRACTUAL EXPENSE	0.00	3,000.00	639.94	254.91	894.85	2,105.15	70.17 %
01-51620-201	PROPERTY TAXES & ASSOC. DUES	0.00	70,000.00	40,497.21	1,535.80	42,033.01	27,966.99	39.95 %
01-51620-202	MARINA POLICE	-1,500.00	33,000.00	6,300.00	1,500.00	7,800.00	26,700.00	80.91 %
01-51620-205	RENTAL OF OFFICES	0.00	99,300.00	32,873.13	-794.22	32,078.91	67,221.09	67.69 %
01-51620-208	EQUIPMENT LEASES	-655.68	161,500.00	2,741.62	777.21	3,518.83	158,636.85	98.23 %
01-51620-209	PROPERTY MAINTENANCE COST	-31,472.21	285,239.00	131,806.78	30,001.68	161,808.46	154,902.75	54.31 %
01-51620-210	IN KIND EXPENSE	0.00	0.00	78,329.32	20,257.33	98,586.65	-98,586.65	0.00 %
01-51620-211	VEHICLE MAINTENANCE / FUEL	0.00	10,000.00	206.91	61.81	268.72	9,731.28	97.31 %
01-51620-212	HURRICANE/PROPERTY CONTINGENCY	0.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %
01-51620-213	BOYNTON BEACH WOMAN'S CLUB	0.00	185,000.00	5,389.69	5,258.51	10,648.20	174,351.80	94.24 %
01-51620-224	SIGNAGE	0.00	10,000.00	345.25	342.00	687.25	9,312.75	93.13 %
01-51620-325	ELECTRICITY COSTS	0.00	15,000.00	3,681.51	593.52	4,275.03	10,724.97	71.50 %
01-51620-326	WATER CHARGES	0.00	15,000.00	1,747.48	422.71	2,170.19	12,829.81	85.53 %
01-51630-200	CONTRACTUAL	0.00	500.00	450.00	0.00	450.00	50.00	10.00 %
01-51630-209	PROPERTY MAINTENANCE	-2,385.00	35,000.00	11,962.50	3,612.63	15,575.13	21,809.87	62.31 %
01-51630-241	MARINA FUEL MANAGEMENT	0.00	192,484.00	64,161.48	16,040.37	80,201.85	112,282.15	58.33 %
01-51630-242	MARINE FUEL STATION OVERHEAD	0.00	38,500.00	9,465.89	3,242.02	12,707.91	25,792.09	66.99 %
01-51630-310	OFFICE SUPPLIES	0.00	900.00	166.34	0.00	166.34	733.66	81.52 %
01-51630-325	ELECTRIC COSTS	0.00	7,000.00	1,784.76	498.54	2,283.30	4,716.70	67.38 %
01-51630-326	WATER COSTS	0.00	12,000.00	761.17	658.84	1,420.01	10,579.99	88.17 %
01-51630-327	GASOLINE & DEISEL FUEL PURCHAS	0.00	801,616.00	200,836.42	59,864.83	260,701.25	540,914.75	67.48 %
01-51630-328	MARINA DIESEL SALES TAX	0.00	12,000.00	3,151.71	777.08	3,928.79	8,071.21	67.26 %
01-51650-200	CONTRACTUAL EXPENSE	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %

Detail vs Budget Report

Date Range: 02/01/2020 - 02/29/2020

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01-51650-210	CITY IT SUPPORT	0.00	27,000.00	0.00	0.00	0.00	27,000.00	100.00 %
01-51650-211	COMPUTER SOFTWARE & LICENSES	0.00	3,500.00	2,571.81	0.00	2,571.81	928.19	26.52 %
01-51650-212	FINANCIAL SOFTWARE MAINTENANCE	0.00	29,000.00	12,413.38	175.00	12,588.38	16,411.62	56.59 %
01-51650-330	TELEPHONE LINES	0.00	8,000.00	3,218.12	883.18	4,101.30	3,898.70	48.73 %
01-51650-400	EQUIPMENT COSTS	0.00	9,000.00	0.00	0.00	0.00	9,000.00	100.00 %
01-51990-200	CONTRACTUAL EXPENSE	0.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
01-57400-100	PERSONNEL SERVICES	0.00	167,684.00	52,347.77	13,490.19	65,837.96	101,846.04	60.74 %
01-57400-216	ADVERTISING & PUBLIC NOTICES	0.00	40,000.00	5,393.00	1,560.00	6,953.00	33,047.00	82.62 %
01-57400-218	ANNUAL REPORT & BROCHURES	0.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00 %
01-57400-225	ASSOC. MEETINGS & SEMINARS	0.00	6,200.00	975.71	1,893.40	2,869.11	3,330.89	53.72 %
01-57400-226	MEMBERSHIP DUES	0.00	6,300.00	1,775.00	450.00	2,225.00	4,075.00	64.68 %
01-57400-227	DELIVERY SERVICES	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
01-57400-229	CAREER DEVELOPMENT	0.00	3,500.00	299.00	0.00	299.00	3,201.00	91.46 %
01-57400-236	PHOTOGRAPHY / VIDEOS	0.00	15,000.00	2,160.00	540.00	2,700.00	12,300.00	82.00 %
01-57400-310	OFFICE SUPPLIES	0.00	1,000.00	245.35	285.03	530.38	469.62	46.96 %
01-57400-340	CELLULAR PHONES	0.00	1,740.00	570.67	119.21	689.88	1,050.12	60.35 %
01-57400-355	SUBSCRIPTIONS	0.00	1,250.00	1,006.18	0.00	1,006.18	243.82	19.51 %
01-57400-360	BOOKS & PUBLICATIONS	0.00	200.00	0.00	0.00	0.00	200.00	100.00 %
01-57400-365	OFFICE PRINTING COSTS	0.00	3,500.00	0.00	0.00	0.00	3,500.00	100.00 %
01-57500-100	PERSONNEL SERVICES	0.00	69,448.00	21,549.64	5,136.60	26,686.24	42,761.76	61.57 %
01-57500-225	ASSOC. MEETINGS & SEMINARS	0.00	6,000.00	715.48	1,219.00	1,934.48	4,065.52	67.76 %
01-57500-226	MEMBERSHIP DUES	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
01-57500-229	CAREER DEVELOPMENT	0.00	2,000.00	299.00	258.00	557.00	1,443.00	72.15 %
01-57500-310	OFFICE SUPPLIES	0.00	1,500.00	388.09	160.97	549.06	950.94	63.40 %
01-57500-340	CELLULAR PHONES	0.00	540.00	180.00	45.00	225.00	315.00	58.33 %
01-57500-355	SUBSCRIPTIONS	0.00	200.00	0.00	0.00	0.00	200.00	100.00 %
01-57500-360	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00 %
01-59000-151	F.I.C.A.	0.00	51,994.00	14,673.69	3,941.78	18,615.47	33,378.53	64.20 %
01-59000-152	MEDICARE	0.00	12,160.00	3,461.77	921.85	4,383.62	7,776.38	63.95 %
01-59000-153	RETIREMENT PLAN 401(a)	0.00	189,000.00	62,351.00	0.00	62,351.00	126,649.00	67.01 %
01-59000-154	WORKERS COMP INSURANCE	0.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
01-59000-155	HEALTH INSURANCE	0.00	90,000.00	33,198.52	4,991.33	38,189.85	51,810.15	57.57 %
01-59000-156	DENTAL INSURANCE	0.00	4,500.00	1,258.84	279.74	1,538.58	2,961.42	65.81 %
01-59000-157	LIFE INSURANCE	0.00	1,500.00	193.20	48.30	241.50	1,258.50	83.90 %
01-59000-158	SHORT / LONG TERM DISABILITY	0.00	6,000.00	2,125.25	400.49	2,525.74	3,474.26	57.90 %
01-59000-159	UNEMPLOYMENT CHARGES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
01-59000-160	VISION INSURANCE	0.00	600.00	153.72	34.16	187.88	412.12	68.69 %
01-59000-161	COMPENSATED ABSENSES	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %
01-59800-990	TRANS OUT TO DEBT SERVICE FUND	0.00	2,140,852.00	0.00	2,139,852.00	2,139,852.00	1,000.00	0.05 %
01-59999-990	INTERFUND TRANSFERS OUT	0.00	8,667,613.00	10,807,465.00	-2,139,852.00	8,667,613.00	0.00	0.00 %
Expense Totals:		-41,012.89	14,966,071.00	12,068,612.17	239,661.74	12,308,273.91	2,698,809.98	18.03 %
01 - GENERAL FUND Totals:		-41,012.89	0.00	-2,354,757.55	134,853.78	-2,219,903.77	2,260,916.66	

02 - PROJECTS FUND

Detail vs Budget Report

Date Range: 02/01/2020 - 02/29/2020

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Revenue								
02-44100	FESTIVAL & EVENT INCOME	0.00	0.00	-36,961.33	-50.00	-37,011.33	37,011.33	0.00 %
02-46100	INTEREST INCOME	0.00	0.00	-28,564.02	-8,252.39	-36,816.41	36,816.41	0.00 %
02-48100	MISCELLANEOUS INCOME	0.00	0.00	-48,436.15	-116.04	-48,552.19	48,552.19	0.00 %
02-49100	OTHER FINANCING SOURCES	0.00	-4,507,092.00	0.00	0.00	0.00	-4,507,092.00	-100.00 %
02-49900	TRANSFERS IN	0.00	-8,667,613.00	-8,667,613.00	0.00	-8,667,613.00	0.00	0.00 %
	Revenue Totals:	0.00	-13,174,705.00	-8,781,574.50	-8,418.43	-8,789,992.93	-4,384,712.07	-33.28 %
Expense								
02-58100-202	CONTINGENCY EXPENSE	0.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
02-58100-203	CONTRACTUAL EXPENSE	-1,307.74	100,000.00	13,925.00	1,490.00	15,415.00	85,892.74	85.89 %
02-58100-213	LEGAL FEES	0.00	125,000.00	30,640.00	21,845.00	52,485.00	72,515.00	58.01 %
02-58200-401	BUILDINGS	0.00	472,830.00	3,474.00	807.55	4,281.55	468,548.45	99.09 %
02-58200-404	CONSTRUCTION IN PROGRESS	0.00	200,000.00	101,267.91	-38,525.00	62,742.91	137,257.09	68.63 %
02-58200-405	SITE WORK AND DEMOLITION FEES	0.00	183,888.00	17,125.00	-29,025.00	-11,900.00	195,788.00	106.47 %
02-58200-406	INFRASTRUCTURE AND STREETScape	1,519,861.00	7,631,737.00	2,024,429.83	0.00	2,024,429.83	4,087,446.17	53.56 %
02-58400-443	DIFA-ECONOMIC DEVELOPMENT	0.00	1,632,000.00	0.00	905,255.00	905,255.00	726,745.00	44.53 %
02-58400-444	ECONOMIC DEVELOPMENT GRANTS	-14,206.60	943,000.00	72,705.69	65,978.12	138,683.81	818,522.79	86.80 %
02-58400-445	MARKETING INCENTIVES	-575.95	68,350.00	18,635.18	666.94	19,302.12	49,623.83	72.60 %
02-58500-460	COMMUNITY POLICING INNOVATIONS	0.00	532,900.00	0.00	0.00	0.00	532,900.00	100.00 %
02-58500-470	COMMUNITY SUPPORT PROJECTS	-18,750.00	550,000.00	302,273.10	18,750.00	321,023.10	247,726.90	45.04 %
02-58500-480	COMMUNITY SPECIAL EVENTS	-1,464.05	635,000.00	464,418.75	12,362.84	476,781.59	159,682.46	25.15 %
	Expense Totals:	1,483,556.66	13,174,705.00	3,048,894.46	959,605.45	4,008,499.91	7,682,648.43	58.31 %
	02 - PROJECTS FUND Totals:	1,483,556.66	0.00	-5,732,680.04	951,187.02	-4,781,493.02	3,297,936.36	
03 - DEBT SERVICE								
Revenue								
03-46100	INTEREST INCOME	0.00	0.00	-1,048.81	-1,069.79	-2,118.60	2,118.60	0.00 %
03-49900	TRANSFERS IN	0.00	-2,140,852.00	-2,139,852.00	0.00	-2,139,852.00	-1,000.00	-0.05 %
	Revenue Totals:	0.00	-2,140,852.00	-2,140,900.81	-1,069.79	-2,141,970.60	1,118.60	0.05 %
Expense								
03-59800-814	BOND 2012 PRINCIPAL	0.00	1,367,000.00	0.00	0.00	0.00	1,367,000.00	100.00 %
03-59800-815	BOND 2015 PRINCIPAL	0.00	395,000.00	0.00	0.00	0.00	395,000.00	100.00 %
03-59800-824	BOND 2012 INTEREST	0.00	261,197.00	0.00	0.00	0.00	261,197.00	100.00 %
03-59800-826	BOND 2015 INTEREST	0.00	116,655.00	0.00	0.00	0.00	116,655.00	100.00 %
03-59800-830	FINANCIAL AGENT FEES	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
	Expense Totals:	0.00	2,140,852.00	0.00	0.00	0.00	2,140,852.00	100.00 %
	03 - DEBT SERVICE Totals:	0.00	0.00	-2,140,900.81	-1,069.79	-2,141,970.60	2,141,970.60	
	Report Total:	1,442,543.77	0.00	-10,228,338.40	1,084,971.01	-9,143,367.39	7,700,823.62	

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND	-41,012.89	0.00	-2,354,757.55	134,853.78	-2,219,903.77	2,260,916.66	
02 - PROJECTS FUND	1,483,556.66	0.00	-5,732,680.04	951,187.02	-4,781,493.02	3,297,936.36	
03 - DEBT SERVICE	0.00	0.00	-2,140,900.81	-1,069.79	-2,141,970.60	2,141,970.60	
Report Total:	1,442,543.77	0.00	-10,228,338.40	1,084,971.01	-9,143,367.39	7,700,823.62	



CRA BOARD MEETING OF: March 10, 2020

CONSENT AGENDA

AGENDA ITEM: 10.B.

SUBJECT:

Approval of CRA Board Meeting Minutes - February 11, 2020

SUMMARY:

See attached minutes.

CRA BOARD OPTIONS:

Approve the February 11, 2020 CRA Board Meeting Minutes

ATTACHMENTS:

Description

- ▣ **February 11, 2020 CRA Board Minutes**

**Minutes of the Community Redevelopment Agency Board Meeting
Held on Tuesday, February 11, 2020, at 5:30 P.M.
At the Intracoastal Park Clubhouse
2240 N. Federal Highway, Boynton Beach, Florida**

Present:

Steven Grant, Chair
Mack McCray, Board Member
Christina Romelus, Board Member

Mike Simon, Executive Director
Thuy Shutt, Assistant Director
Tara Duhy, Board Counsel

Absent:

Justin Katz, Vice Chair
Ty Penserga, Board Member

1. Call to Order

Chair Grant called the meeting to order at 5:30 p.m.

2. Invocation

The invocation was given by Zacharie Toussiant of the Good Samaritan Church followed by the members reciting the Pledge of Allegiance to the Flag.

3. Roll Call

A quorum was present.

4. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda

B. Adoption of Agenda

Motion

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

5. Legal

A. Consideration of Resolution No. 2020-02 of the Boynton Beach CRA

Recommend that the City of Boynton Beach Readopt and Extend the Time Certain for the Completion of Projects Described in the Community Redevelopment Plan and the Termination of the Boynton Beach CRA

Attorney Duhy explained the item is an action from the 2019 Legislative Changes made regarding CRA's. This action is something that needs to be done from a legal perspective to reaffirm the CRA's existing sunset date. It does not change anything else, only reaffirms the sunset date. The Resolution is a recommendation of approval will go before the City Commission in March.

Motion

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

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

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

Chair Grant disclosed he spoke with Rolando Barrero from the Art Walk, Andrew Podray, Tim Collins and Mark Woods of South Florida Marine. He also attended the latter's grand opening. He noted they are all on the agenda tonight.

Board Member Romelus had no disclosures. Board Member McCray had no disclosures, but did announce he received several calls from multiple television stations requesting he give them an interview, which he declined. The City had already given interviews and they were good enough. The interviews had nothing to do about the CRA.

7. Announcements and Awards

A. In Culture - Art Walk on January 18, 2020 Recap

Mercedes Coppins, Business Promotions and Events Manager, announced the CRA partnered with the Boynton Beach Arts District for the In Culture Art Walk. Food and beverages and performances were available and the CRA assisted the event by providing a stage, sound equipment, power, lighting and port-o-lets. Estimated attendance was 250 people. Feedback survey showed 50% of the respondents had never visited the Art District, so the event marketing was successful. Feedback on the event was positive. Event organizer Rolando Barrero advised all the participating artists and vendors made one to two sales each during the event and they were able to acquire additional leads for future sales or contract work. She had photos of the event set up and some of the artist studios open during the event.

B. Rock the Plaza at One Boynton on January 24, 2020 Recap

Ms. Coppin noted the event was held January 24 at the One Boynton property. It spotlighted restaurants, retail and service businesses operating there. About 250 people attended and there was a steady show of patrons walking throughout the shopping plaza. The survey showed that 28% of the respondents had never visited the plaza and staff received responses that attendees were completely unaware there was a retail aspect at One Boynton. After the event, staff conducted an impact survey to get feedback from the businesses open during the event. All of the businesses were grateful for the exposure and saw an increase in foot traffic, and more specifically, Baciemi, Souvlaki Fast, and Tsunami Subs, experienced an increase in sales compared to the prior weekend. Staff spoke with the director of One Boynton who only heard positive things about the events from all of the residents and that they were hopeful the CRA would hold the event again in the future. Images of the event were shown. Board Member McCray asked if staff follows up a few months later to see if the business is still picking up, or do the one survey. Ms. Coppin advised they generally conduct only one impact survey after the event. Staff could continue to follow up with businesses after the event, if desired. Board Member McCray thought it would be beneficial.

Tracy Smith Coffey, Marketing and Business Development, showed a slide of the Sun Sentinel ad insert placed the Sunday paper before the event. In January, In Culture and Rock the Plaza event were advertised in the Neighborhood News. Staff ran a full-page ad in the Atlantic Current magazine, reaching a younger demographic. It's on the FAU campus and a lot of younger individuals use the magazine. Staff also placed a full-page ad in the Boca and Delray newspapers. Images were viewed.

C. Rock the Plaza on February 29, 2020, at Ocean Palm Plaza located at 1550 N. Federal Highway

Ms. Coppin announced the above event that will take place from 2 to 6 p.m. It will feature live music by *The Flyers*, have family-friendly games and a business development game that will encourage attendees to visit the plaza stores. Staff will have two ribbon-cutting ceremonies: one for the new Crime Prevention and Neighborhood Officer program office, and the second will be to celebrate the one-year anniversary of *Your CBD Store*.

Board Member Romelus inquired about the return on investment when using newspaper ads. She queried if there were survey questions about how the attendees became aware of the event. Ms. Smith-Coffey responded survey results indicate social media is the main way and it is hit or miss with the print ads. The Neighborhood News reaches the western community. The Atlantic Current reaches a younger demographic, but she does not have the actual numbers from the ad. Staff is trying to find different ways to reach out to millennials and that is one magazine they like. Mr. Simon noted a category in the survey was, "Heard about the event via social media/magazine/poster or

postcard/signage or word of mouth. It looks like social media is the most well received method followed by word of mouth. He thought a newspaper for the \$695, reaching 12K to 15K customers was something they should continue to use. The survey asks if the attendee heard about the event from the newspaper, but it was not specific to which newspaper. Board Member Romelus supported keeping the return on investment in mind. She wants to get the best bang for the buck, while being mindful how staff is spending CRA money. Ms. Smith-Coffey explained every event is different when they get the survey. With Rock the Plaza, the survey said 18% became aware of the event from the newspaper. For the In Culture event, more were aware of the event through social media. Board Member Romelus requested an email showing how much is spent on print and social media, and a plan to take advantage of these results, so it would have a lesser financial impact, while gaining greater results. Ms. Smith-Coffey noted younger people are on social media and older people look at papers and magazines. Some older people are on social media, but the majority prefer print. The name is out there and Boynton Beach is in the limelight.

Board Member McCray noted often, marketing cannot be measured, but they can measure the CRA is advertising the City and CRA. He noted the publication: "The Real Florida Jewish Directory." He noted page 49 marketed the Historic Women's Club. Just being in the publication, whether it was a targeted area or not, if the name is out there, someone will recognize that Boynton is in the limelight.

Chair Grant favored checking into a special advertising section in Boca and Delray magazines, so they could partner with one of the businesses. Instead of just advertising the event, they have the special advertising section, it would be like the CRA's own article about businesses in the CRA. He also favored keeping print material, as people seeing it has an exponential effect. Board Member McCray appreciated the improvements the CRA has made.

8. Information Only

9. Public Comments

Susan Oyer, 140 SE 27th Way, asked about the status of beautification, as last year's surveys showed businesses and residents want beautification. She noted she brought forward several ideas over the years, and hoped to see beautification occur because the City was starting to finish up some of its projects.

10. Consent Agenda

A. Financial Report Period Ending January 31, 2020

B. Financial Reports for periods June 2019 through December 2019

- C. Approval of CRA Board Meeting Minutes - December 10, 2019
- D. Approval of CRA Board Meeting Minutes - January 6, 2020
- E. Approval of Commercial Property Improvement Grant Program in the Amount of \$50,000 for Pio Pio 3, LLC Located in 500 Ocean at 510 E. Ocean Avenue, Unit 105
- F. Approval of Commercial Rent Reimbursement Grant Program in the amount of \$21,000 for Pio 3, LLC located in 500 Ocean at 510 E. Ocean Avenue, Unit 105
- G. Approval of Commercial Property Improvement Grant Program in the amount of \$31,328.40 for Palm Beach Chefs, LLC d/b/a Organic Kitchen and Mercantile located in Ocean Plaza at 640 E. Ocean Avenue, Unit 6
- H. Approval of Commercial Rent Reimbursement Grant Program in the amount of \$9,000 for Palm Beach Chefs, LLC d/b/a Organic Kitchen and Mercantile located in Ocean Plaza at 640 E. Ocean Avenue, Unit 6
- I. Approval of Commercial Rent Reimbursement Grant Program in the amount of \$15,000 for JR Watersports, Inc. d/b/a South Florida Marine located at 725 N. Federal Highway
- J. Approval of 90-day Extension for the Commercial Property Improvement Grant Program for Property Damage Consultants, Inc. located at 125 E. Boynton Beach Boulevard

Motion

Board Member Romelus moved to approve the Consent Agenda. Board Member McCray seconded the motion. The motion unanimously passed.

11. CRA Projects In Progress

A. CRA Marketing and Business Development Project Update

Ms. Smith-Coffey reviewed the information as contained in the agenda item. A short video was viewed. Ms. Smith-Coffey explained staff placed a quarter page ad in the Coastal Angler featuring the Weather is Here, promoting transient dockage space available at the Marina. She spoke with Brian Smith, Dockmaster at the Marina and learned since placing the ad there and in Marina Life and the South Florida Fishing Sports magazines, they have increased transient dockage space. He commented they

were "killing it" and next weekend it is entirely booked for all transient dockage space and empty slips.

Staff decided to target commercial fishing charters to the Marina as the Dockmaster wanted to have more fishing charters. They placed an ad in the Florida Sports Fishing Journal and it is online and on television. The publication reaches over 200K people, fisherman and charters. Staff also opted to utilize iContacts marketing for the available dockage space. Board Member McCray asked if the ads would be run continuously and learned Mr. Smith will supply the number of times transient dockage space was used this year compared to last year, but did indicate it increased tremendously. The magazine publishes once a month. The dockage space campaign started in December and will run for a year. They change the ads but ran the ad in three publications. Staff utilized the iContacts for the fishing charters and created a spreadsheet of 33 fishing charters outside of Palm Beach County, Broward, and North Palm Beach County that are not in the Marina. Staff sent them an email blast with the ad and the video of the Boynton Harbor Marina for the Redevelopment Works on the CRA's YouTube page and received a response. Mr. Smith is currently working with a fishing charter from Broward who is leaving Broward County and is moving up and hopefully he will be the next Marina. Board Member McCray suggested marketing the Marina by showing an old picture that says this is what Boynton used to look like 50 years ago, and show that it changed from a long time ago.

The Boynton YouTube page was viewed, featuring the different business development videos. There are three different categories of videos.

Ms. Smith-Coffey explained Mr. Hussain did a social media post between January 1st and February 3rd. He created 10 posts featuring CRA projects and redevelopment issues on the CRA's Facebook page to build awareness. The post reached 19,715 people and got 1,585 engagements. The Women's Club got the most engagements overall, during the last month. Two comments were received they were happy the building was rehabbed. Board Member McCray asked if there was an event schedule for the Women's Club and learned staff did not yet have one. There were some prior bookings, but there will be a public opening in May. The CRA will launch a video and hold an Open House.

C. CRA Economic & Business Development Grant Program Update

Bonnie Nicklien, Grant Manager, reviewed her handout. The program budgeted \$448K in the line item. After tonight's approvals, the new balance is \$137,311. She had attached a list of new and pending businesses, as well as Business Tax Receipts issued to new businesses within the CRA District. Chair Grant inquired if they will have to wait until they submit their Certificate of Occupancy to receive the funds. He requested receiving an update next month of when the CRA approved the funding and when it was paid and how much. He requested the information for the 12 months,

including Rent and Exterior Façade and Interior Build-out reimbursements so they can get an update.

D. Ocean Breeze East Apartment Project Update

Mr. Simon provided images of the progress Centennial made since last month on the Ocean Breeze East project. There was not a lot of change, but there was a lot of underground work ongoing regarding drainage and infrastructure before they can start vertical construction. They are moving quickly. Staff is also supplying names of potential tenants on a weekly basis. Anyone interested in applying for tenancy should call 561.600.9094 and speak with Theresa Utterback. Board Member McCray commented residents are excited about the project.

E. Model Block Project Update

Mr. Simon gave an update for the Model Block Project after the CRA completed improving the road and presented images for the Board to view. Since the ribbon cutting, the houses are coming up quickly by Habitat for Humanity and the Boynton Beach Faith-Based Community Development Corporation (CDC). As of August 8th, the groundbreaking occurred for two homes. Ms. Shutt gave an update on all of the homes; five homes were from Habitat and another five were from the CDC. Board Member McCray noted Habitat works quickly whereas the CDC moves slowly. He inquired if the homes are on target and if the CRA was monitoring the progress. Ms. Shutt replied two of the five homes were moving along and were awaiting vertical construction.

E. Quarterly Progress Report - MLK Jr. Boulevard Corridor Redevelopment Project Update

Mr. Simon explained Centennial made application to the Florida Housing Finance Corporation for the 9% Low Income Housing Tax Credit Program, which is the program that is funding Ocean Breeze East. They submitted their application November 7th and on February 6th The Board of Directors of the Florida Housing Finance Corporation is scheduled to meet on March 3rd and is expected to confirm the Review Committee's recommendation to fund the above project. He provided an overview of the process. A notice of protest can be submitted after the final recommendation is approved and then there is 10 days after that first 72 hours that anyone could submit protests to Florida Housing Finance Agency to challenge the applications. This was conducted in 2017 with Centennial and was able to ward off any protests and Florida Housing Finance Awarded the Ocean Breeze East with funding. Staff anticipates the same thing will occur this year, but staff will find out about the determination of award by the end of April. Ms. Simon was pleased the project was ranked first and was very encouraging. Staff will keep the Board apprised.

F. Historic Woman's Club of Boynton Beach (HWCBB) Interior and Exterior Painting and Waterproofing Project Closeout and Update

Ms. Shutt announced the project is completed and under budget by \$952.74. It was finished on time. Completion of the project will allow staff to start marketing the project in March and she can apply for reimbursement for the last part of the Solid Waste Authority Grant for \$38,525 for the repainting and water proofing project. Staff was receiving a lot of compliments and there is excitement about having the building be a rental facility pending the Board's decision about the operation and maintenance of the building. Board Member Romelus suggested creating a short video showing the transformation and a good marketing tool.

**G. FY 2018 - 2019 Update for the Nonprofit Organization Grant Agreement
with Habitat for Humanity of South Palm Beach County**

Ms. Shutt explained this is the third reimbursement request from Habitat for Humanity in the amount of \$18,750. Images of the progress was shown. Staff believes additional time would be needed for the three single-family units, the duplex on NE 12th Avenue and one single-family detached home on NW 6th Avenue. The photos also showed rehabilitation that would be needed. And some just painting, or handicapped ramp. "Before and after" pictures were viewed.

12. Pulled Consent Agenda Items

None

13. Public Hearing

None.

14. Old Business

**A. Audited Financial Statements - FY 2018-2019, Fiscal Year Ended
September 30, 2019**

Vicki Hill, Finance Director, announced there was a clean audit. There were no internal control deficiencies, no audit findings or non-compliance issues. The CRA's cash position remains strong at \$15.3 million in all funds with sufficient fund balances for working capital and ongoing project funds. Richard Tandoc, partner with Sansone Klein Jacomino Tandoc and Gamarra was present for questions. Ms. Hill also thanked Jobara Jenkins, Accounting and Finance Manager. There were no questions for Mr. Tandoc. Mr. Simon noted the CRA has had clean audits for 11 years in a row.

**B. Consideration of Fiscal Year 2018-2019 Budget Amendment for Unreserved
Fund Balance and Self-Funded Insurance Reserve**

Ms. Hill explained \$411,256 was available in unassigned funds from the audit. They conducted a cash analysis and staff can turn \$885,936 over to the Board, moved from the General Fund to the Project Fund. Staff deleted some purchase orders for projects that came in under budget and there was \$541,915 available. All together the amounts totaled approximately \$1,427,851. Staff recommended allocating \$300K to economic development, because there are no economic development grants available due to lack of funds.

Board Member McCray supported allocating the \$300K tonight for economic development, but before doing anything else, they wait for a full Board. Chair Grant asked if Board Member McCray would be willing to increase the allocation to \$400K, which he did. Mr. Simon explained the Board could approve the resolution to move funds from the general fund into the project fund. The Board does not have to move all of it once its in the Project Fund, but staff needed to close out the General Fund from last year.

Motion

Board Member McCray motioned to move the funds. Board Member Romelus seconded the motion.

Mr. Simon also wanted to, in the short term, move \$400K from the Future Redevelopment Project line item, which has \$768K and take the \$400K from there, it would still leave the full amount of money, that is allocated for the board's discretion at the next meeting or a meeting with a full Board. The Board did not even have to touch the \$1.4M, by using the existing monies in the project fund. It was clarified that was the intent of the motion.

The motion unanimously passed.

C. Consideration of Approval of Costa Center, LLC's Performance Audit for Year Ending December 31, 2019 for the Casa Costa Project for Compliance with the Direct Incentive Funding Agreement

Ms. Hill announced the Direct Incentive Funding Agreement (DIFA) was for 10 years, and Casa Costa has submitted the performance audit for the year ending December 31, 2019. This will be the last payment on the DIFA, and staff was requesting the Board approve releasing the \$512,444 they are due.

Motion

Board Member McCray moved to approve. Board Member Romelus seconded the motion. There are currently 10 businesses that have a Certificate of Occupancy.

Andrew Podray, 800 North Road, owner of Casa Costa, responded they have 10 out of 12 units filled. They are waiting for two other businesses: one is still attempting to pull a permit on their unit and the other, a deli, was waiting to open.

Board Member McCray noted there were problems in the past and asked if they were rectified. Mr. Podray explained they were. It was a group effort. He felt there was too much red tape, and four years later, there were positive changes.

The motion passed.

D. Consideration of an Amendment to the Purchase and Development Agreement between the Boynton Beach CRA and BZ Wood Properties, LLC for the Property Located at 711 N. Federal Highway

Mr. Simon explained this item is to provide an amendment to Purchase and Development Agreement for the funds allocated to BZ Wood and Properties LLC, a/k/a as So. Florida MasterCraft Marine Center. Because their grants were part of their Purchase and Development Agreement and not an actual application, in order to extend any time period for funding beyond the date of the agreement, the Board would have to amend the agreement. Staff is requesting a 30-day extension for them to submit all their paperwork for reimbursement, to February 29, 2020.

Their second request is that some funding from the left over set aside in assistance, be used to pay for the improvements made at NE 6th Avenue at the request of the City and their redevelopment project. There was a confusing layout with the donation, or abandonment of property the CRA had did prior to closing for provide for additional right of way for the City and a design from the City and their contractor to accommodate all the wishes the City and CRA had, regarding sidewalks and their location. The bend in the road and the location of the railway crossing made it difficult to line up. The work they did, undid and redid was a hardship, and should be considered. There is funding left over in the permit grant. He would suggest using funding from permit improvement grant as opposed to job creation and keep them on track to receive funding by producing jobs. Chair Grant agreed; use excess funding from permits.

Motion

Board Member McCray moved to approve the recommendation. Board Member Romelus seconded the motion. Board Member McCray inquired how much was left over. The amount was \$11,100 which was the cost of the sidewalk roadwork.

Vote

The motion unanimously passed. Board Member McCray congratulated all on the project. It was a big improvement. Chair Grant agreed and thanked the Board members who voted to acquire the property.

E. Neighborhood Officer Program 1st Quarter Report for FY 2019 - 2020

Sergeant Henry Diehl, Boynton Beach Police Department, presented the first quarter report. They teamed with the Heart of Boynton Community Association and the American Red Cross and went door to door to about 222 homes and had smoke detectors installed. For Thanksgiving, they distributed 150 turkeys with bags of food for residents. They go to the schools and read with the children and mentor them. They participate in parks and Community Greening events and many events at Ezell Hester, Carolyn Sims and Sara Sims park. He reviewed the program's community outreach and had a slide presentation.

Board Member McCray thanked Sergeant Diehl, but commented the program was supposed to have four officers. He asked Police Chief Michael Gregory if there was anyone who could fill in to assist Sergeant Diehl. Chief Gregory responded they will look at what they can do to supplement the program. There were two officers on light duty who they hoped would be back to full duty for the next several months. There was supposed to be three officers in the program and a Community Service Associate. They are in the hiring process now for police candidates. Sergeant Diehl gave a status report on his fellow officers, Officer Riviera and Officer Paramore. Mr. Simon noted they are coordinating the ribbon cutting for the new substation with the Rock the Plaza event. Sergeant Diehl was aware. Board Member Romelus suggested a way to alleviate and give exposure to the community and kids would be to have Police Department officers volunteer to drop by and interact with the youth. Sergeant Diehl agreed. Chair Grant asked if the CRA could pay for overtime through the Neighborhood Officer Program that go to the different events. Mr. Simon responded they could use the funding in the Neighborhood Officer Program. Attorney Duhy explained a motion would be needed to designate the funds for a different type of community policing, as opposed to regular staff and regular City policework, as there is a legal distinction. Chair Grant hoped there would be a motion.

Attorney Duhy explained the motion should read there are funds available to designate funds to reimburse officers who participate in community policing matters off duty within the CRA District that are determined to be eligible activities by the executive director.

Board Member Romelus just wanted officers to interact more as a volunteer opportunity, and not to spend funds.

Board Member McCray agreed with Board Member Romelus. Have more officers stop by to volunteer. Chair Grant asked if this item should be placed on next month's agenda. Board Member McCray did not want to spend additional funds. Board Member Romelus would rather use the \$1.4 million for something else.

Motion

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

F. Consideration of Approval of 500 Ocean Performance Audit for Year Ending December 31, 2019 for Compliance with the Direct Incentive Funding Agreement

Ms. Hill explained 500 Ocean is ready for their first DIFA payment. They submitted the proper paperwork according to the agreement and staff is ready to release the \$392,311 they requested. It was noted 500 Ocean was filling up fast. Ms. Nicklien explained there are seven retail locations on the street. Five are leased and she was working with four retailers on grant applications. As for office space, there was less than 5K square feet which was leased by one tenant. Ms. Nicklien met with him before he signed the lease and he has now signed it. It was good that the Board approved more funding so the CRA can help the tenant as well. Mr. Simon commented there is 6,600 square feet of office space on the second floor and one tenant signed a lease for the entire second floor. He agreed timing of the new grant funding was beneficial. The residential portion was 98% to 99% leased and only two retail spaces left. Mr. Simon explained questions are often posed what the return is when the CRA is providing businesses with 75% of the increment they produced and he thought it was important to know prior to the development occurring, when the lot was vacant, the taxable value for the five acres was \$3,921. The taxable value after the project was built increased from \$3.9M to \$47M and the difference, which is the tax increment value which is used to formulate TIF, and they entered an agreement to provide the project with a portion of that increment as an incentive for the project, greening, commercial and office space.

Board Member McCray asked about the mold issue and learned it was addressed. He wanted to ensure all items were addressed including trash which was abated. Board Member Romelus was there over the holidays for a gathering and heard nothing negative about the community. She was glad they were in the downtown.

Motion

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

15. New Business

A. Consideration of a Board Waiver for the Commercial Property Improvement Grant Program in the Amount of \$7,096.50 for Civic Center Condo Association, Inc., located at 612, 614 and 618 N. Federal Highway

Ms. Nicklien explained this item was a waiver request. According to the grant program, non-profits are ineligible entities to apply for the grant program, but this is a condo

association established for three commercial businesses that are all open and operating and they want to make a façade grant. In order to pay for those improvements, the funds would have to come from their condo association which is a non-profit. They are requesting the Board waive the technicality. Attorney Duhy reviewed the item and it adhered to the Statute. The buildings were just south of the CRA office. They are improving the parking lot, resealing, updating the electrical and some roof shingles. Chair Grant explained this was a waiver for non-profit because it is a commercial. Attorney Duhy clarified there is no statutory ban on non-profits, per se; it is the type of use it is applied to which is why they can fund Habitat for Humanity, who builds affordable housing. This was similar. It was a grant to support improvements of structures and it is not being spent on social services which is where the real prohibition lies.

Motion

Board Member McCray moved to approve. Board Member Romelus seconded the motion. The funds will come from economic development grants. The motion unanimously passed.

B. Consideration of Funding of an additional Rock the Plaza Event to Promote Fish Depot and other Businesses Between Federal Highway and FEC Railroad Tracks Adjacent to Veterans Park REVISED

Mr. Simon explained Chair Grant requested the item. He wanted to hold an additional event. The program budget and events approved in September approved in Fiscal Year 19/20, did not include this area or the funding for it. If approved, staff would bring back further details. Chair Grant suggested holding the event in the gap between June and July. Mr. Simon explained due to Rock the Marina and Clean up the Reef, were shooting for the end of April, early May. Board Member Romelus suggested keeping it within season before everyone leaves. She asked where would it be. Mr. Simon explained Fish Depot is its own restaurant and bar, and not part of a plaza. Staff was brainstorming where to hold the event, which could be held outside the walls of the restaurant. There is a stage inside the restaurant, but the CRA usually provides outside stages. Staff would want to involve other businesses, such as Buds or That's Amore, who has the brick oven mobile pizza, or they could invite the Boardwalk. He thought it would be difficult to get the Casa Costa businesses across the street.

Board Member McCray noted the event is called Rock the Plaza, and now staff would be featuring businesses on both sides of the streets. It is not a plaza. He thought it needed to be revisited and more thought out due to safety issues.

Board Member Romelus asked if they ever held Rock the Plaza at Casa Costa and learned they did not because there were disagreements. They did assist by marketing several events such as volunteer appreciation for Pirate Fest there, the Novos Escape Room and other businesses there so the volunteers would be able to get to know the

businesses. The Rock the Plaza did not occur there. Staff could revisit it, but it was not identified in this year's budget. Board Member Romelus wanted to highlight the businesses on the north end of the City. She asked if they could use Veterans Park. Mr. Simon considered the park and the City lot where the cell tower was, but to do so, they have to set up vendor tents for the businesses to come outside of their location, which part of the idea with Rock the Plaza was to get the public to the business location. The CRA could hold something for local businesses to provide some type of their service, focusing outside of their store as part of an event.

Board Member Romelus thought because of where the business locations are, they all have to go to a mobile site within the business' vicinity, but she did not agree with having an event at Fish Depot; it would need to be offsite. Board Member McCray agreed if an offsite event is wanted, it would have to be at a centralized location.

Chair Grant agreed there are city facilities with Veterans Park, the Cell Tower, and Casa Costa, CVS and other businesses on Federal Highway have parking in the front. But it's not a plaza. They will never have the opportunity to have the CRA promote their businesses. They come to the Pirate Fest or Blarney Bash, but there is nothing specifically for the north east corner until reaching the Ocean Palm Plaza. Have a lot of small businesses, that could use this benefit to have a music event. He was trying to give the CRA options for partnerships. Federal Highway is a busy road but there is a specific crosswalk with a red light in between Casa Costa and Veterans Park. They could work with nearby businesses for parking to allow people to come to the area.

Board Member McCray thought if something would be held in that manner, it should not be called Rock the Plaza because it is not a plaza. Mr. Simon commented if the Board wants to contemplate the event, it would be a logistic challenge. Staff could research the matter and bring it back to the Board. He did not think the Board should approve the item right away. Board Member Romelus asked who owned the property where Troy's was located and learned it was private property.

Tim Collins commented there are details that need to be worked out, but there is a way to bring the community in to what they are doing. There is a stage north of the building in the parking lot that can be put up against the white building. Mr. Collins likened the area to a little neighborhood that could be enclosed. He supported having some type of event to bring in all the small businesses that want to be involved in the neighborhood while using the parking across the street with the cross walk. He appreciated something occurring for the NE corridor. He suggested tabling the item and discussing it further. Chair Grant noted there was consensus to move forward. If they have a plan, the CRA could fund it.

16. CRA Advisory Board

A. Pending Assignments

B. Reports on Pending Assignments

C. New Assignments

17. Future Agenda Items

A. Disposition of the CRA Owned Property located at 115 N. Federal Highway

B. Consideration of the City of Boynton Beach Recreation & Parks Department Letter of Interest for Operation and Programming of the Historic Woman's Club of Boynton Beach

C. Consideration and Discussion of an RFP/RFQ for the Operation and Management of the Historic Woman's Club of Boynton Beach

D. Consideration of the FY 19 - 20 CRA Affordable and Workforce Housing Grant Program

E. Consideration and Discussion of the Property Inspection for the Purchase and Sale Agreement associated with 209 N. Seacrest Boulevard

Chair Grant noted the letter of interest from the City for item B was not received, only a Notice of Intent. It was important to receive it prior to the next meeting. Board Member Romelus inquired about the status of the Surf Museum and learned, as far as an RFP/RFQ, staff was to determine a specific use; however, if the City a letter of interest that will incorporate that, they would review it as well. Attorney Duhy explained the nature of the use of the building will determine whether it should be owned by the CRA or the City. The hope was to bring the use to the Board through the Letter of Interest they were discussing and then have the discussion all at one. Mr. Simon explained it will be on the next agenda. Chair Grant asked if the CRA had a website up with the prices for the Woman's Club and learned there was a link on the CRA website. Ms. Coppins and Ms. Smith-Coffey were also working on brochures. Mr. Simon explained they were looking at inserting another event in April. Both will be brought back to the Board.

Attorney Duhy explained Attorney Kathryn Rossmell will be present at the March meeting as she will be in Tallahassee. Mr. Simon advised Azim Hussain, Marketing and Business Development Promotional Assistant is leaving the CRA to work for Florida Power and Light in Jupiter in communications and social media interactive work. His last day is Friday and his position will be filled.

18. Adjournment

Motion

There being no further business to discuss, Board Member McCray moved to adjourn. The motion was duly seconded and unanimously passed. The meeting was adjourned at 7:07 p.m.



Catherine Cherry
Minutes Specialist



CRA BOARD MEETING OF: March 10, 2020

CONSENT AGENDA

AGENDA ITEM: 10.C.

SUBJECT:

Approval of Commercial Property Improvement Grant Program in the Amount of \$50,000 for The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee located in Casa Costa at 400 N. Federal Highway, Unit 12

SUMMARY:

The CRA's Commercial Property Improvement Grant Program provides eligible businesses (new or existing) with financial assistance for the initial costs associated with the construction, repair, and/or rehabilitation of commercial building improvements. The Commercial Property Improvement Grant Program provides a 50% reimbursement of the applicant's expenditure for the eligible improvements up to a maximum grant total of \$50,000. Under the program guidelines eligible improvements must be permanent items that stay with the building.

CRA staff has received a complete grant application from The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee located in Casa Costa at 400 N. Federal Highway, Unit 12, Boynton Beach, FL 33435 (see Attachments I - II). Bond Street Ale and Coffee is the vision of restaurateur Philip VanEgmond, owner of the popular Bond Street Ale and Coffee currently located at 1626 S. Federal Highway. The plan for the second location in Casa Costa is an all-day restaurant and lounge serving the signature breakfasts and lunches Bond Street Ale and Coffee is well-known for, but also a premier dinner and bar destination with a wide range of internationally inspired dishes and a full selection of craft beer, fine wine, and hand-crafted drinks. The new restaurant will also include a large outdoor water-side space for additional seating.

As a full service restaurant, Bond Street Ale and Coffee will be employing approximately 20 employees for various full-time and part-time positions from general managers, cooks, bartenders, hosts/hostess, bussers, and servers.

As the tenant, the applicant falls under the terms of a Tier I business, as outlined in the grant application. The applicant is seeking reimbursement for a complete build-out of the retail/restaurant space including mechanical, plumbing, electrical, flooring, and painting. The total cost of eligible property improvements of the interior build-out project is approximately \$193,655.65 (see Attachment III).

If approved, the applicant is eligible to receive a maximum grant of \$50,000 in reimbursable funds provided that the applicant expends an equal amount in matching funds as required under

the terms of the grant. The grant is reimbursed to the applicant once the City of Boynton Beach Building Department approves all permit requirements and the proper reimbursement documentation is submitted to CRA staff for approval.

FISCAL IMPACT:

FY 2019-2020 Budget Project Fund, Line Item 02-58400-444, \$50,000

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

Approve the Commercial Property Improvement Grant not to exceed the maximum grant award of \$50,000 to The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee located in Casa Costa at 400 N. Federal Highway, Unit 12, Boynton Beach, FL 33435.

ATTACHMENTS:

Description

- ▣ **Attachment I - Commercial Property Improvement Grant**
- ▣ **Attachment II - Location Map**
- ▣ **Attachment III - Project Quote**



October 1, 2019 – September 30, 2020

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL PROPERTY IMPROVEMENT
GRANT PROGRAM**

Program Rules and Regulations

The Commercial Property Improvement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the “CRA”) District. The program is designed to provide financial assistance to new and existing businesses in the form of a reimbursable grant intended to reduce the initial costs associated with the repair and rehabilitation of buildings or other improvements in accordance with the CRA Community Redevelopment Plan. Improvements paid for by the CRA must be permanent and stay with the building.

The CRA reserves the right to approve or deny any Commercial Property Improvement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the CRA District.

For purposes of this application, the term “new business” means a company in operation for less than six months or relocating to Boynton Beach. The term “existing business” means a company that has been in operation within the CRA District for a minimum of two years at the time of application and has at least two years remaining on its existing lease. The term “project” means the eligible exterior or interior improvement project for which the applicant seeks reimbursement.

Initials:

The Boynton Beach CRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced the CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Incentive Funding

The Commercial Property Improvement Grant Program offers financial assistance to the landlord or business owner in the form of a reimbursable, matching grant for 50% of eligible expenses, up to \$50,000, associated with the construction or renovation of the exterior and interior elements of the commercial operating space.

Applicants are encouraged to take advantage of the City of Boynton Beach's PACE Program to help defer the cost of installing energy efficient items. Information regarding the PACE Program is available online at http://www.boynton-beach.org/go-green/pace_program.php or by contacting the City of Boynton Beach at (561) 742-6067. Attached is the ReNew PACE Eligible Product List.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com or view the attached brochure.

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the CRA District (see attached map).

Initials 

- Must provide proof that the commercial business is properly licensed by all necessary levels of government and professional associations or agencies (copies of City and County licenses or receipts that the licenses have been applied for).
- Improvements to non-profit and residentially zoned properties are NOT eligible expenses.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease.
- Proposed leases must be executed within 30 days of CRA Board approval or the grant award is terminated.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the CRA. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- All work must be done in compliance with applicable City of Boynton Beach Building Codes and Land Development Regulations. All contractors must be licensed as required to work in Boynton Beach and/or Palm Beach County. For any projects valued more than \$250,000 (based on the project's construction value as it appears on the Palm Beach County-Wide/Municipal Building Permit Application Form submitted to the City of Boynton Beach), preference will be given to projects that will use contractors with an office in Palm Beach County. Please contact the City of Boynton Beach Development Department regarding the proposed work to be performed prior to submitting a grant application.
- Grant funding amounts will be based on the applicant's project budget, specified at the time of the CRA Board approval, plus an added 20% contingency funding amount.
- Grant funds will be reimbursed exclusively for approved work and approved change orders.
- The Commercial Property Improvement Grant Program may only be used one time in any five year period for any one property. Entities hoping to improve properties that were previously improved using a CRA improvement grant may apply for additional grants any time after five years from previous grant approval.
- In order to qualify for the grant, the subject property may not have any outstanding City of Boynton Beach liens at the time the applicant seeks reimbursement. To ensure that the property does not have any outstanding liens, violations or monies

Initials 

owed for utilities, the CRA will perform a lien search on the property at a cost of \$115.00, which will be deducted from any grant funding awarded to the recipient. In the event that there is an outstanding lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

- The property owner or tenant must complete the project, obtain a Certificate of Occupancy/Completion from the City of Boynton Beach, and submit for reimbursement within 180 days of the issuance date of the permit for the project. If CRA Board Approves grant funding and the work being performed does not require a permit, the Certificate of Completion (or equivalent) and application for reimbursement must be within 180 days of the grant award. Failure to complete the improvements within the specified time frame will result in termination of the grant award. Only one 60 day administrative extension will be permitted, and the CRA has the sole and absolute discretion to grant or deny such extension.
- Project items completed and paid for by the applicant more than 60 days prior to grant approval by the CRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment in order for an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- CRA Board approval of this grant results only in funding. Approval of CRA grant funding is NOT approval of any type of City processes including, but not limited to, permits and site plan modification. Applicants must apply for permits and site plan modification through the appropriate departments at the City. All commercial projects require permitting and site plan modification reviews. It is the responsibility of the applicant to obtain all necessary City approvals.
- Grantees shall allow the CRA the rights and use of photos and project application materials.

The CRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County. Projects and items eligible for funding under this grant program are limited to:

- | | | |
|--|------------------------------|--------------------|
| • Structural walls | • Plumbing | • Flooring |
| • Grease trap installation | • HVAC system | • ADA Improvements |
| • Electrical systems,
including exterior and
interior lighting | • Hood & fire
suppression | • Signage |
| | | • Doors/windows |

Initials 

- Landscaping and irrigation within the project site
- Fencing (excluding chain link, barbed wire, and wood panels)
- Electric vehicle charging stations – See attached ReNew PACE Eligible Product List
- Parking lot re-paving, re-sealing, and/or restriping
- Painting
- Demolition of structure and re-sodding of vacant property
- Solar electricity and water heating – See attached ReNew PACE Eligible Product List
- Patio decks connected to the building
- Roofing (Not to exceed 50% of total grant award)
- Security cameras/system** (not including security personnel)

** Notwithstanding the limitation that grants may only be used once every five years for any one property, previous grant recipients that received less than the maximum amount of grant funding from Commercial Property Improvement Grants or Economic Development Grants are eligible to reapply to receive 50% matching reimbursable funding in an amount not to exceed \$3,000 for the installation of new security cameras/systems.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Property Improvement Grant Program:

- Firearm Sales/Shooting Ranges
- Religion- Affiliated Retail Stores
- Non-profit Organizations
- Adult Gambling Arcades
- Check Cashing Stores
- Adult Entertainment
- Vapor Cigarette, E Cigarette Stores
- Any other use that the CRA staff or CRA Board determine will not support the redevelopment of the CRA District
- Convenience Stores
- Churches/places of worships
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Medical Research Centers/Housing
- Massage/Personal Services

Grant Terms and Conditions

This grant is divided into three tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding. All

Initials 

reimbursement checks from the CRA to the successful applicant will be made out to the applicant (the business entity).

Grant funding amounts will be based on the applicant's project budget specified at the time of CRA Board approval, plus an added 20% for contingency funding.

Tier One Business

Tier One Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of CRA Board approval, up to a maximum amount of \$50,000 in grant funding.

Tier One Businesses must be one of the following types of business:

- Restaurant
- Bakery
- Gourmet Food Market

Tier Two Business

Tier Two Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of CRA Board approval, up to a maximum amount of \$25,000 in grant funding.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Home Décor/Design – home furnishings, art galleries, kitchen wares
- Accounting Offices
- Real Estate Offices
- Bed and Breakfast
- Marketing Offices
- Fitness Facilities – yoga, dance exercise, martial arts, etc.
- Specialty Retail Businesses – stationary, gifts, sporting goods
- Other commercial façade only improvements
- Boutiques – clothing, shoes & accessories
- Law Offices
- Hair/Nail Salons (no more than two approvals per fiscal year)
- Medical Offices
- Insurance Offices
- Take Out Restaurants
- Tattoo Parlor/Body Piercing/Body Art Shop (no more than two approvals per fiscal year)
- Florists (no more than two approvals per fiscal year)

Initials

Tier Three Business (no more than two approvals per fiscal year)

Tier Three Businesses are subject to CRA Board for review and approval. Tier Three Businesses eligible for reimbursement of 50% of the applicant's project budget as specified at the time of CRA Board approval, up to a maximum amount of \$15,000 in grant funding.

Tier Three Businesses must be one of the following types of businesses:

- Auto Services Facilities – repair, storage, sales, etc.
- Pawn Shops
- Kava Tea Bar
- Liquor Store

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on lease. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Application Process

Applications can be obtained from the CRA office located at 710 North Federal Highway, Boynton Beach, FL 33435 or downloaded from www.catchboynton.com. All applicants are required to meet with CRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the CRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the CRA Board.

Initials 

Applicants must submit an original, "hard copy" application with all materials to the CRA for review and approval by the CRA Board. Applicants will be considered on a first-come, first-serve basis. Application packets must include the following documentation:

1. A non-refundable fee of \$100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Written detailed project budget describing the improvements to be done to the property. It must list all project costs for which the applicant is requesting reimbursement. The project budget must provide a total cost of the project.
3. Cost estimate(s) from a licensed contractor(s) as specified in the applicant's project budget.
4. Signage design, project color chips, material samples and material specifications, if applicable.
5. Copy of building permit receipt/application. If the permit has not been applied for prior to submission of the grant application, a copy of the building permit receipt is due within 90 days of grant approval, or the grant award may be terminated.
6. Resume for each principal/owner of the business.
7. Copy of the corporate documents for the applying business entity.
8. Copy of executed multi-year commercial lease agreement.
9. Copy of Warranty Deed.
10. Two years of corporate tax returns (for existing businesses only).
11. Two years of personal tax returns for the principal/owners of a new business.
12. Copy of design and construction plans associated with the proposed improvements.
13. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
14. A minimum of four color digital "before" photos of the exterior and interior portions of the project.
15. Completed and signed application (attached).
16. Authorization to perform credit check for the business and each principal/owner of the business (attached).
17. W9 Form (attached).
18. City Planning and Development Department Acknowledgement Form (attached).
19. City Permit Department Acknowledgement Form (attached).

Initials, PL

The above referenced City Forms (line 18 and 19) must be completed and submitted to the appropriate departments, which are located at City Hall 3310 Quantum Boulevard, Suite 101, Boynton Beach, FL 33426. Phone (561) 742-6000.

Approval of Funding Request

All required documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. CRA staff will review the application to evaluate whether the project is eligible for reimbursement. If it meets these requirements, CRA staff will present the funding request to the CRA Board for review and potential approval.

The CRA Board meets on the second Tuesday of each month at the Intracoastal Park Clubhouse located at 2240 N. Federal Highway, Boynton Beach, FL 33435. The schedule for CRA Board meetings can be obtained at www.catchboynton.com. Applicants will be notified of the date and time that their applications will be considered by the CRA Board.

The CRA recommends that applicants attend the CRA Board meeting during which the Board will consider their applications in order to answer any questions the CRA Board may have regarding their applications. CRA staff will notify the applicant of the CRA Board's approval or denial in writing.

Site Visits

CRA may conduct a site visit prior to transmitting the application to the CRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during, and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Reimbursement

This program is designed as a matching 50% reimbursable grant. All work must be completed and paid for by the applicant prior to the release of CRA funds. The CRA will provide reimbursement to the applicant upon submittal of a complete reimbursement request package.

All reimbursement requests and supporting documents must be submitted to the CRA (3) days prior to the grant expiration date. The CRA may refuse to issue grant funding if the submission is not received by the specified time.

Initials 

Page 9 of 17

Property Improvement

710 North Federal Highway, Boynton Beach, FL 33435 – Phone: (561) 737 -3256 Fax: (561) 737 -3258

www.catchboynton.com

Once the work is completed the Reimbursement Request shall be summarized in a report and accompanied by the following documentation:

1. Invoices, receipts or other acceptable evidence of payment from suppliers and licensed contractor(s) that have been marked "paid in full." Proposals for "work to be completed" or "bids" are not considered proper documentation.
 - a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
2. A "final release of lien" signed by each licensed contractor(s). See attached Sample of a Final Release of Lien form.
3. Copy of City of Boynton Beach and Palm Beach County licenses (Business Tax Receipt).
4. A minimum of 4 color "after" photos of the project.

By submitting for reimbursement, the applicant warrants that all bills for which applicant is directly responsible related to the project are paid in full including, but not limited to, all contractors, labor, materials, related fees and permits.

Grantees may not submit work improvements for reimbursement that have been used as part of a reimbursement request for any other grant program offered by the CRA, City of Boynton Beach, Palm Beach County or the State of Florida. The Commercial Property Improvement Grant Program will only reimburse applicants for new expenditures that have not been submitted to other grant programs for reimbursement.

Initials OR

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of a grant result in any obligation on the part of the CRA to any third party. The CRA is not required to verify that entities that have contracted with the applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant's warranty that all bills related to the Project for which the applicant is directly responsible have been paid is sufficient assurance for the CRA to award grant funding

Initials:



APPLICANT INFORMATION

BUSINESS INFORMATION:

Business Name (d/b/a if applicable):

The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee

Current Business Address:

1126 South Federal Highway, Boynton Beach, FL 33435

Fed ID#: 82-3037961

Business Phone Number: (561) 877-2462 Cell: (561) 379-8601

Website: www.bondstreetaleandcoffee.com

Existing Business: Yes No Number of years in existence: 2 years

Time at Current Location: 1 year New Business to Boynton Beach: Yes No

Do you have an executed lease agreement: Yes No If so, monthly base rent: \$4,595.24

New Business Address (if applicable):

400 North Federal Highway, Unit C12, Boynton Beach, FL 33435

Square footage of current location: 3,100 Square footage of new location: 3,345

Type of Business: Restaurant

Tier 1 Business: Tier 2 Business: Tier 3 Business:

(Tier Classification subject to CRA Board Approval)

Number of Employees: 5 Hours of Operation: 8 a.m - 11 p.m, Monday through Sunday

List of improvements seeking reimbursement for: See attached construction

proposal

Requested grant amount: \$ 50,000.00



APPLICANT INFORMATION

PRINCIPAL/OWNER INFORMATION:

(If more than 4 principals/owners additional sheets may be used)

1. Principal/Owner Name: James P. Cooksey
Date of Birth: 11/09/1959 Email: jpcooksey2@aol.com
Residential Address:
728 Cole Azur Drive
Palm Beach Gardens, FL 33410
Cell Phone Number: (561) 379-8605

2. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address:

Cell Phone Number: _____

3. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address:

Cell Phone Number: _____

4. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address:

Cell Phone Number: _____

Are you applying for grant assistant under any other program offered by the CRA?

Yes _____ No _____ If yes, what additional programs are you applying for:



APPLICANT INFORMATION

Are you receiving grant assistance under any other governmental agencies: Yes ___ No

If yes, list any additional grant sources and amounts:

LANDLORD INFORMATION:

Landlord Name: Costa Center, LLC

Landlord's Mailing Address:

4000 Hollywood Blvd, Suite 765- 'S'
Hollywood, FL 33021

Landlord's Phone Number:

954-966-8181

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I

Initials gpc



APPLICANT INFORMATION

understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the CRA to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the CRA or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Initials gpc



APPLICANT INFORMATION

APPLICANT SIGNATURES:

- 1. [Signature] 02/20/2020
Principal/Owner's Signature Date
James P. Cooksey Mgr Owner
Printed Name Title
- 2. _____
Principal/Owner's Signature Date

Printed Name Title
- 3. _____
Principal/Owner's Signature Date

Printed Name Title
- 4. _____
Principal/Owner's Signature Date

Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF FLORIDA
COUNTY OF PAUM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared JAMES P. COOKSEY, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 20 day of FEBRUARY, 2020.



DEBRA S. DALY
Commission # GG 220357
Expires September 19, 2022
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC
My Commission Expires:



LANDLORD INFORMATION

LANDLORD SIGNATURES:

- 1. [Signature] 02/20/20
 Landlord's Signature Andrew Podray / Analyzed Member Date
 Printed Name Andrew Podray / Analyzed Member Title

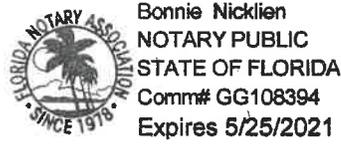
- 2. _____
 Landlord's Signature _____ Date
 Printed Name _____ Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF FLORIDA
COUNTY OF PALM BEACH COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared ANDREW PODRAY, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 20 day of FEBRUARY 2020



[Signature]
NOTARY PUBLIC
My Commission Expires:

Search by Owner, Address or Parcel



[View Property Record](#)

Owners

MICSAN LLC

Property Detail

Location 400 N FEDERAL HWY N212
Municipality BOYNTON BEACH
Parcel No. 08434522470120212
Subdivision CASA COSTA CONDO
Book 26654 **Page** 599
Sale Date FEB-2014

Mailing Address
 304 INDIAN TRCE APT 297
 FORT LAUDERDALE FL 33326 2996

Use Type 0400 - CONDOMINIUM
Total Square Feet 585

Sales Information

Sales Date	Price
FEB-2014	158000
DEC-2012	2131800

Appraisals

Tax Year	2019
Improvement Value	\$109,000
Land Value	\$0
Total Market Value	\$109,000

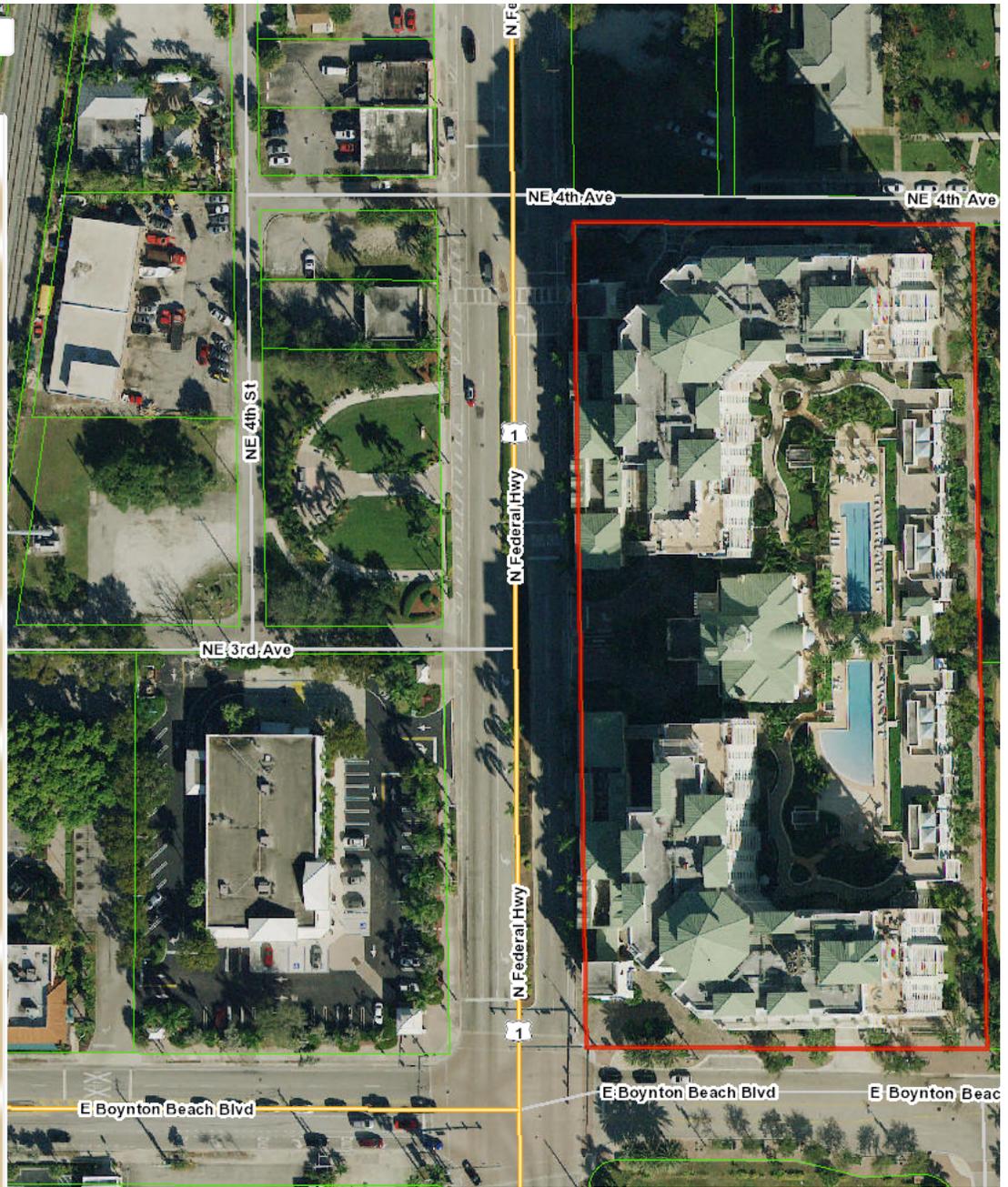
All values are as of January 1st each year

Assessed/Taxable values

Tax Year	2019
Assessed Value	\$109,000
Exemption Amount	\$0
Taxable Value	\$109,000

Taxes

Tax Year	2019
Ad Valorem	\$2,355
Non Ad Valorem	\$217
Total tax	\$2,572



PROPOSAL

FROM:

SUPREME BUILDERS GROUP, LLC
3801 N University Drive, Ste 312
Sunrise, FL 33351
TEL # 954-200-0073
EMAIL: 4supremebuilders@att.net

0302602019
PAGE NO. 1 OF 1 PAGES
DATE: Jan. 31, 20

PROPOSAL SUBMITTED TO:

Philip Van Egmond
Phone: 561-523-7739
Fax:
Email:

JOB NAME: **BAKERY BUILT OUT**

ADDRESS: CASA COSTA UNIT CU12
615 E Boynton Bch Blvd
Boynton Beach
CITY/STATE/ZIP: Florida 33435

We hereby submit specifications and estimate for:

SCOPE OF WORK: **Bakery Built Out**

Structural

- Frame one (1) Executive office with 3 -5/8 20 GA stud and track.
- Frame two (2) new ADA bathrooms with 3-5/8 20 GA stud and track.
- Bathroom will be tiled 4ft up.
- Bathroom ceiling will be 9ft high hard ceiling.
- Frame two (2) non ADA bathrooms (number of bathrooms – four).
- Frame new area for washer with 3 5/8 metal stud and track.
- Frame new water closet for water heater.
- Frame new kitchen with 3 -5/8 20 GA stud and track.
- Frame new storage area with 3-5/8 20 GA stud and track.
- Storage area will be 8ft high hard ceiling.
- Frame new reception area with 3 5/8 20 GA stud and track.
- Frame all new exterior with 1x2 and 1x4 furring strips.
- Insulate exterior wall with file back or 4.5 insulation.
- Insulate interior walls where shown on plan with R-19 battered insulation.
- Install solid core metal frame doors on 3ft x 7ft high on all locations shown on plan.
- Install lever locks on all doors.
- All areas will be drywall with 5/8 one (1) hour fire rated drywalls.
- Finish with level 4 finish.
- **(Counter will be installed by others.)**
- Paint entire area where work was done (paint color will be chosen by Owner).

Acoustical Ceiling

- Install new 2x4 acoustical ceiling 9ft high.

Electrical

- Existing utility capacity transformer to remain.
- Install new 75k transformer above ceiling.
- Existing panel "H" 3P-200 AMP to remain.
- Existing panel "L" 3-P-225 AMP to remain.
- Install seventeen (17) Vanity Scone Lights.
- Install thirty eight (38) General Lighting Pendants.
- Install 14" Dia Booth Pendant Light – Wave form.
- Install twenty six (26) LED Down Lights.
- Install eight (8) 2x4 LED Troffer.
- Install three (3) exit sign with Emergency Head.
- Install eight (8) Emergency lights with battery backup.

Mechanical

Contractor shall provide the following services to be performed include:

- (32) Air Supply
- (6) Air Return
- (4) bathroom fans and vent
- (3) Thermostat
- (1) new 1.5 ton carrier heat pump
- (1) Horizontal hanging Unit
- Supply and return
- Water Piping
- Metal Duct spiral

NOT INCLUDED –

- Test and balance
- Shop Drawings
- Hood – to be provided by others and installed by others

Fire Sprinkler

- Install a total of forty (40) fire sprinkler heads in different areas and rooms.
- Test and hookup to existing system.

Plumbing

- Cut concrete floor for
- Install Drains PVC and water pipes CPVC for
- Tree Bathrooms
- Tree Toilets
- Tree lavatory sinks
- Kitchen and Bar
- 12 Floor sinks
- 5 Floor Drains
- Ice Maker W/ BIN
- Dispensing Head, Draft Beer, Pipe Tower
- Dispenser, Beer
- Ware washer, Under counter
- Under bar Dry Storage
- Back Bar equipment
- Under bar Hand sink
- Under bar Cocktail station
- Coffee Maker, Satellite System
- Drop-in, Cold Pan
- Table, Prep W/ Sink
- Faucet, Deck Mount
- Evaporator Coil, Cooler
- Ice Maker W / O BIN
- BIN / ICE
- Sink, Corner
- Faucet, Backsplash Mount
- Ware washer, Door Type, Low Temp
- Dish table, Straight 14 Gauge
- Faucet, Backsplash Mount
- Sink, Mop
- Faucet, Wall Mount
- Hand Sink, Wall Mount

Included - Water heater

Included - Pipe and Fittings

Not Included - Install grease trap, Fixtures

Drain Pipes

- Install drain pipes PVC and water pipes copper for:
- Male Bathroom:
- Toilet and lavatory sink
- Female Bathroom:
- Toilet and lavatory sink
- Mop sink and drinking fountain
- Install back flow preventer
- Install water heater

Included - pipes, Fittings, water heater, drinking fountain, back flow

Gas Line

- Install 2 inch gas line galvanize from the meter to the kitchen
- For tree equipment
- Fryer, Deep fat, gas, Tube Type
- Range, Restaurant, Gas
- Broiler, Gas
- Range, Heavy Duty, Gas

Included - pipes and Fittings

Not included - hose for equipment

Not included - solenoid valve

Material and Labor Cost = \$193,655.65

We here by propose to furnish labor and materials complete in accordance with the above specifications, for the sum of:

PAYMENT SCHEDULE:

TOTAL \$193,655.65 (ONE HUNDRED AND NINETY THREE THOUSAND, SIX HUNDRED AND FIFTY FIVE DOLLARS AND SIXTY FIVE CENTS).

All material is guaranteed to be as specified. All work to be completed in a work-man-like manner according to standard practices. Any alteration or deviation from above 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, accident or delays beyond our control. This proposal subject to acceptance within 14 days and it is void thereafter at the option of the undersigned.

DATE OF WORK COMMENCEMENT AND SUBSTANTIAL COMPLETION

Commence work: Upon Permit Issuance. Construction time through substantial completion: Approximately **6 weeks**, not including delays and adjustments for delays caused by: holidays; inclement weather; accidents; additional time required for change order and additional work; delays caused by owner, owner's design professionals, agents, and separate contractors; and other delays unavoidable or beyond the control of the contractor.

CONCEALED CONDITIONS: This Agreement is based solely on the observations Contractor was able to make with the project in its condition at the time the work of this Agreement was bid. If additional concealed conditions are discovered once work has commenced or after this Agreement is executed which are not visible at the time this Agreement was bid, contractor will point out these concealed conditions to owner, and these concealed conditions will be treated as additional work under this Agreement. Contractor and Owner may execute a change order for this additional work. Contractor is released, held harmless, and indemnified by owner from all pre-existing mold, fungus, mildew, and organic pathogen problems and is not responsible for costs or damages associated with correcting, containing, testing, or remediating the same.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted, you are authorized to do the work as specified. Payments will be made as outlined above.

ACCEPTED:

Signature

DATE

Signature
GROUP, LLC

_____ **SUPREME BUILDERS**



CRA BOARD MEETING OF: March 10, 2020

CONSENT AGENDA

AGENDA ITEM: 10.D.

SUBJECT:

Approval of Commercial Rent Reimbursement Grant Program in the amount of \$21,000 for The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee located in Casa Costa at 400 N. Federal Highway, Unit 12

SUMMARY:

The CRA's Commercial Rent Reimbursement Grant Program provides qualified new or expanding businesses located within the CRA District boundaries with rent payment assistance for a maximum period of 12 months and are eligible to apply for assistance for up to six months from the issuance of the City of Boynton Beach Business Tax Receipt.

CRA staff has received a complete grant application from The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee located in Casa Costa at 400 N. Federal Highway, Unit 12, Boynton Beach, FL 33435 (see Attachments I - II). Bond Street Ale and Coffee is the vision of restaurateur Philip VanEgmond, owner of the popular Bond Street Ale and Coffee currently located at 1626 S. Federal Highway. The plan for the second location in Casa Costa is an all-day restaurant and lounge serving the signature break and lunches Bond Street Ale and Coffee is well-known for, but also a premier dinner and bar destination with a wide range of internationally inspired dishes and a full selection of craft beer, fine wine, and hand-crafted drinks. The new restaurant will also include a large outdoor water-side space for additional seating.

As a full service restaurant, Bond Street Ale and Coffee will be employing approximately 20 employees for various full-time and part-time positions from General Managers, cooks, bartenders, hosts/hostess, bussers, and servers.

Under the terms of their Landlord-Tenant Lease Agreement, the base rent required to be paid by the applicant is \$4,181.25 per month (see Attachment III). Bond Street Ale and Coffee qualifies as a Tier I business (as specified in the grant application) and would receive reimbursement for one-half of their monthly rent amount or maximum grant amount of \$1,750 per month for a 12 month period, whichever is less.

If approved, Bond Street Ale and Coffee would be reimbursed in the amount of \$1,750/month for a period of 12 months or a total grant amount of \$21,000 during its first year of business. Grant reimbursements to the approved applicant occur on a quarterly basis with proof of rent payments.

FISCAL IMPACT:

FY 2019 - 2020 Budget, Project Fund, Line Item 02-58400-444, \$21,000

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

Approve the Commercial Rent Reimbursement Grant in the amount not to exceed \$21,000 to The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee located at 400 N. Federal Highway, Unit 12, Boynton Beach, FL 33435.

ATTACHMENTS:

Description

- ▣ **Attachment I - Commercial Rent Reimbursement Grant Application**
- ▣ **Attachment II - Location Map**
- ▣ **Attachment III - Lease Agreement**



October 1, 2019 – September 30, 2020

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM**

Program Rules and Regulations

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "CRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation.

The CRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the CRA Area. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term "new business" means a company in operation for less than six months or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the CRA Area for a minimum of two years at the time of application and has at least two years remaining on its existing lease.

The Boynton Beach CRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced by the CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Initials

Page 1 of 15

Rent Reimbursement

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Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a quarterly rent reimbursement. New businesses are eligible to apply for assistance for up to six months from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a quarterly basis, the CRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank.

The responsibility for all rental payments is between the parties to the lease, (the tenant and the landlord). As grantor, the CRA does not bear or accept any responsibility for payment of rent at any time, or for penalties incurred for the late arrival of payments by any party.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

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Page 2 of 15

Rent Reimbursement

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Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the CRA Area (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- An existing business must expand to occupy more than 50% of its current square footage size. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the CRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the CRA Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease.
- Proposed leases must be executed within 30 days of CRA Board approval or the grant award is terminated.
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner.
- Grantees shall allow the CRA the rights and use of photos and project application materials.

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Page 3 of 15

Rent Reimbursement

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Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Any other use that the CRA staff or CRA Board determine will not support the redevelopment of the CRA Area
- Convenience Store
- Churches/places of worship
- Take-out Foods
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Medical Research Centers/Housing
- Massage/Personal Services

Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of CRA Board approval.

Tier One Business

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent or \$1,750 per month, whichever is less (maximum amount of the grant is \$21,000, distributed in four quarterly payments).

Tier One Businesses must be one of the following types of businesses:

- Restaurant
- Bakery
- Gourmet Food Market

Initials 

Tier Two Business

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent or \$1,250 per month, whichever is less (maximum amount of the grant is \$15,000, distributed in four quarterly payments).

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Home Décor/Design – home furnishings, art galleries, kitchen wares
- Accounting Offices
- Real Estate Offices
- Bed and Breakfasts
- Marketing Offices
- Fitness Centers
- Specialty Businesses – stationary, gifts, sporting goods
- Clothing Boutique – clothing, shoes & accessories
- Law Offices
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Medical Offices
- Insurance Offices
- Florists (no more than 2 approvals per fiscal year)

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

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For purposes of this paragraph, the term “subject property” means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the CRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the CRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The CRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

Application Process

Applications can be obtained from the CRA office located at 710 North Federal Highway, Boynton Beach, FL 33435 or downloaded from www.catchboynton.com. All applicants are required to meet with CRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the CRA office.

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Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the CRA Board.

Applicants must submit an original, "hard copy" application with all materials to the CRA for review and approval by the CRA Board. Applicants will be considered on a first-come, first served basis. Application packets must include the following documentation:

1. A non-refundable fee of \$100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Resume for each principal/owner of the business.
3. Copy of the corporate documents for the applying business entity.
4. Copy of City and County Business Licenses (Business Tax Receipt).
5. Copy of executed multi-year commercial lease agreement.
6. Two years of corporate tax returns (for existing businesses only).
7. Two years of personal tax returns for the principal/owners of a new business.
8. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
9. If applicant is an existing business expanding to occupy more than 50% of its current square footage size, verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the CRA Board if the tenant is losing their current space due to redevelopment of the site.
10. Completed and signed application (attached).
11. Authorization to perform credit check for the business and each principal/owner of the business (attached).
12. W9 Form (attached).

Approval of Funding Request

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. CRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, CRA staff will present the funding request to the CRA Board for review and potential approval.

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Page 7 of 15

Rent Reimbursement

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The CRA Board meets on the second Tuesday of each month. The schedule for CRA Board meetings can be obtained at www.catchboynton.com. Applicants will be notified of the date and time that their applications will be considered by the CRA Board.

The CRA recommends that applicants attend the CRA Board meeting during which the Board will consider their applications in order to answer any questions the CRA Board may have regarding their applications. CRA staff will notify the applicant of the CRA Board's approval or denial in writing.

Site Visits

CRA may conduct a site visit prior to transmitting the application to the CRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Reimbursement

Quarterly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to CRA Board approval. A maximum of 12 consecutive monthly rent payments are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a quarterly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next quarter beginning on January 1st, April 1st, July 1st and October 1st.

Months Eligible for Reimbursement

- October, November, December
- January, February, March
- April, May, June
- July, August, September

Deadline to Submit for Reimbursement

- January 30th
- April 30th
- July 30th
- October 30th

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In order to receive quarterly rent reimbursement the grant applicant must submit the following:

1. Written request for reimbursement.
2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that quarter's reimbursement or proof of direct deposit).

If applicant does not submit its quarterly reimbursement request within 30 days following the end of the quarter in which applicant is requesting reimbursement, applicant forfeits that quarter's reimbursement.

Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The CRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the property. Nor shall issuance of a grant result in any obligation on the part of the CRA to any third party. The CRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank warranty is sufficient assurance for the CRA to award grant funding.

Initials



APPLICANT INFORMATION

BUSINESS INFORMATION:

Business Name (d/b/a if applicable):

The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee

Current Business Address:

1626 South Federal Highway, Boynton Beach, FL 33435

Fed ID#: 82-3037961

Business Phone Number: 561-877-2462 Fax: 561-691-4944

Website: www.bondstreetaleandcoffee.com

Existing Business: Yes No Number of years in existence: 2 years

Time at Current Location: 1 year

New Business to Boynton Beach: Yes No

Do you have an executed lease agreement: Yes No

If so, monthly base rent: \$4,595.24

New Business Address:

400 North Federal Highway, Unit 24-12, Boynton Beach, FL 33435

Square footage of current location: 3,100 Square footage of new location: 3,345

Type of Business: Restaurant

Number of Employees: _____ Hours of Operation: 8am-11pm, Monday through Sunday



APPLICANT INFORMATION

PRINCIPAL/OWNER INFORMATION:

(If more than 4 principals/owners additional sheets may be used)

1. Principal/Owner Name: James P. Cooksey
Date of Birth: 11/09/1959 Email: j.p.cooksey2@aol.com
Residential Address:
728 Cote Azur Drive
Palm Beach Gardens, FL 33410
Cell Phone Number: 561-379-8605

2. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address:

Cell Phone Number: _____

3. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address:

Cell Phone Number: _____

4. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address:

Cell Phone Number: _____



APPLICANT INFORMATION

Are you applying for grant assistant under any other program offered by the CRA?

Yes _____ No If yes, what additional programs are you applying for:

Are you receiving grant assistance under any other governmental agencies: Yes ___ No

If yes, list any additional grant sources and amounts:

LANDLORD INFORMATION:

Landlord Name: Costa Center, LLC

Landlord's Mailing Address:

4000 Hollywood Blvd., Suite 765-"S"

Hollywood, FL 33021

Landlord's Phone Number: 954-966-8181

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach



APPLICANT INFORMATION

Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer furthering the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.



APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. [Signature] 01/16/2020
 Principal/Owner's Signature Date
James P. Cooksey MGA / owner
 Printed Name Title
2. _____
 Principal/Owner's Signature Date
 Printed Name Title
3. _____
 Principal/Owner's Signature Date
 Printed Name Title
4. _____
 Principal/Owner's Signature Date
 Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF FLORIDA COUNTY OF PAIM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared JAMES P COOKSEY, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 14 day of JAN, 2020.



DEBRA S. DALY
 Commission # GG 220357
 Expires September 19, 2022
 Bonded Thru Budget Notary Services

[Signature]
 NOTARY PUBLIC
 My Commission Expires:



LANLORD INFORMATION

LANDLORD SIGNATURES:

1. Landlord's Signature [Signature] Date 02/20/20
Printed Name Andrew Podray / Andrew Mealy Title

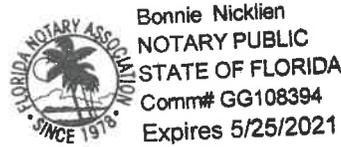
2. Landlord's Signature
Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF FLORIDA
COUNTY OF PALM BEACH COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Andrew Podray, who is/are personally known to me or produced as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 20 day of FEBRUARY, 20 20.



[Signature]
NOTARY PUBLIC
My Commission Expires:

Search by Owner, Address or Parcel



[View Property Record](#)

Owners

MICSAN LLC

Property Detail

Location 400 N FEDERAL HWY N212
Municipality BOYNTON BEACH
Parcel No. 08434522470120212
Subdivision CASA COSTA CONDO
Book 26654 **Page** 599
Sale Date FEB-2014

Mailing Address
 304 INDIAN TRCE APT 297
 FORT LAUDERDALE FL 33326 2996

Use Type 0400 - CONDOMINIUM
Total Square Feet 585

Sales Information

Sales Date	Price
FEB-2014	158000
DEC-2012	2131800

Appraisals

Tax Year	2019
Improvement Value	\$109,000
Land Value	\$0
Total Market Value	\$109,000

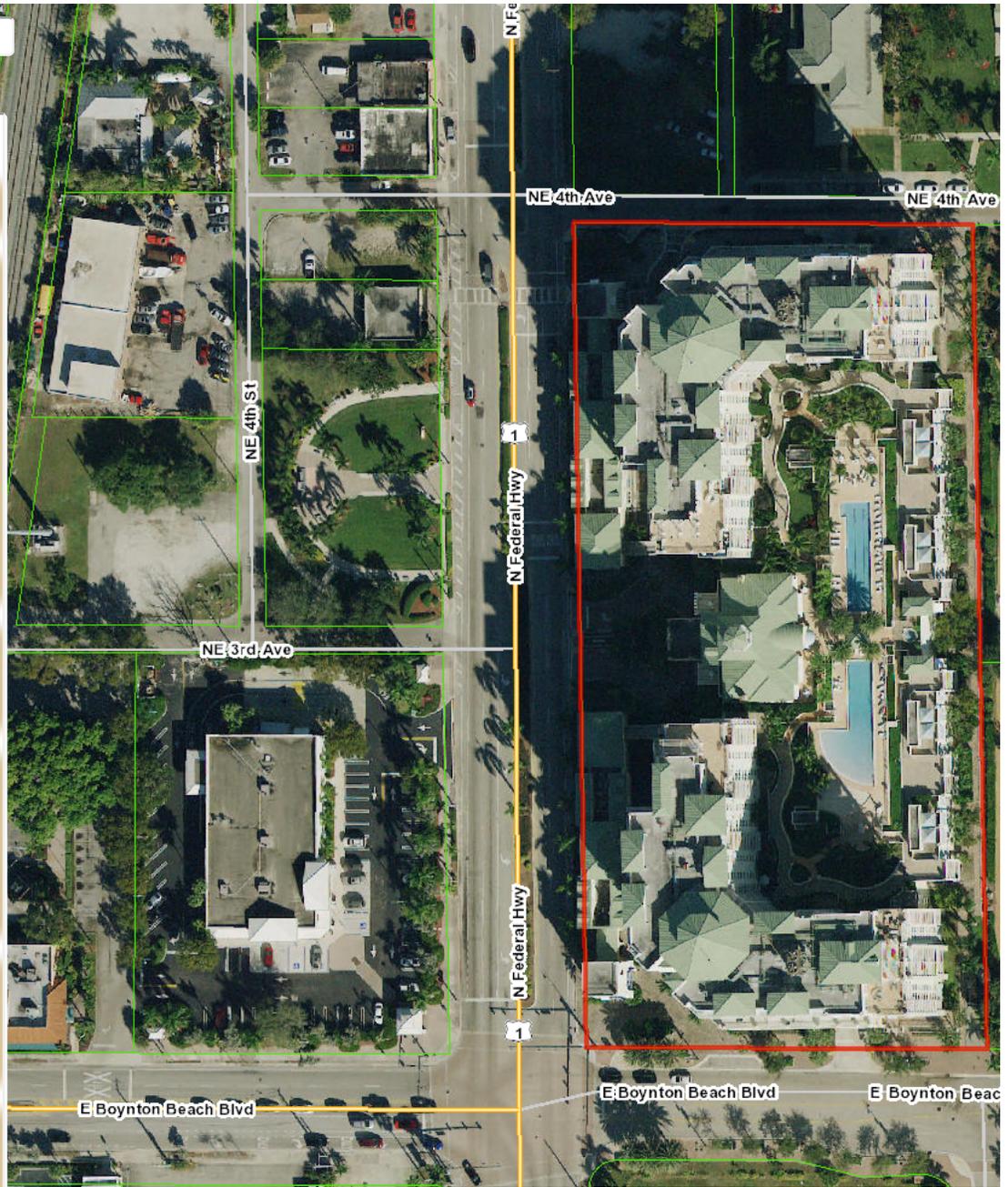
All values are as of January 1st each year

Assessed/Taxable values

Tax Year	2019
Assessed Value	\$109,000
Exemption Amount	\$0
Taxable Value	\$109,000

Taxes

Tax Year	2019
Ad Valorem	\$2,355
Non Ad Valorem	\$217
Total tax	\$2,572



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT dated AUGUST 31st, 2018, by and between COSTA CENTER, LLC, a Florida limited liability company (hereinafter referred to as "Landlord"), and BOND & SMOLDERS, LLC, a Florida limited liability company (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease, expiring June 30, 2022, (collectively hereinafter referred to as the "Lease"), for certain real property, located at 400 North Federal Highway Unit CU-12, Boynton Beach, Florida 33435 (hereinafter referred to as the "Leased Premises").

WHEREAS, Landlord and Tenant desire to continue the Lease Term;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS;

That the Lease is amended effective upon full execution of this Agreement as follows:

- 1. **Entity Name Change:** Tenant shall now operate under and lease shall transfer to: **THE COFFEE AND ALE EXCHANGE, LLC**
- 2. **EIN:** 82-3037961
- 3. **REGISTERED ADDRESS:** 3309 North Lake Blvd #104
Palm Beach Gardens, FL 33403

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

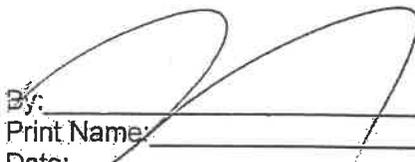
IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be fully as of the date last written below.

WITNESSES TO LANDLORD:

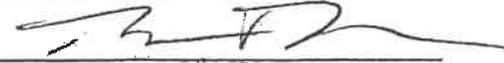
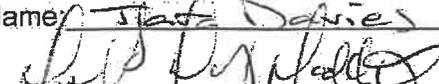
Name: _____

Name: _____

LANDLORD:


 By: _____
 Print Name: _____
 Date: _____

WITNESSES TO TENANT:


 Name: Stacy Davies

 Name: DEBRA S DAVIS / MURRAY

TENANT:


 By: _____
 Print Name: James P. Worksey
 Date: 08/31/2018

ENTERED
11/15/18
 60

SHOPPING CENTER LEASE

THIS LEASE, made as of the "Effective Date" (as defined in the Standard Provisions) between Costa Center, LLC ("LESSOR"), and Bond and Smolders, L.L.C ("LESSEE") located at The Shops at Casa Costa.

WITNESSETH:

In consideration of the covenants herein contained, on the part of LESSEE to be kept and performed, LESSOR herein leases to LESSEE the "Demised Premises", being CU 12 containing 3,345 square feet, as depicted on attached Exhibit "B" and located within a Shopping Center known as The Shops at Casa Costa located at 400 US HWY 1 Boynton Beach, Florida TO HAVE AND TO HOLD the same unto LESSEE on the following terms and conditions:

- 1. "Commencement Date" shall mean the date upon which all parties have executed the Lease.
2. "Rent Commencement" shall be the day Lessee opens for business, however no later than five (5) months from the effective date of the Lease.
3. "Lease Term" shall mean Sixty (60) months from the first of the month next succeeding the Rent Commencement Date.
4. "Permitted Use" shall mean use as a bakery, ancillary uses and sale of alcohol so long as Lessee obtains all necessary permits.
5. "Rent" shall mean \$50,175.00 per annum (Year 1 - \$15 per square foot), payable in equal monthly installments of \$4,181.25 and Year 2 \$51,680.25 payable monthly at \$4,306.69 in advance plus sales tax, on the first day of every calendar month during the Lease Term. Rent shall escalate at three (3%) annually for years 3, 4 and 5 of the Lease
6. "Percentage Rent" shall mean N/A (%) ("Percentage") of Adjusted Gross Sales (as defined in the Standard Provisions) in excess of \$ N/A ("Break Point") per annum.
7. "Deposit" shall mean \$8,362.50.
8. "Prepaid Rent" shall mean \$4,473.94 to be applied to Tenant's first monthly rent payment.
9. The "Standard Provisions", attached hereto as Exhibit "A", are incorporated herein by this reference.

Signed in the presence of:

[Signature]

Date: 02/23/17

LESSOR:

Costa Center, LLC

(Name) Anthony Refugio
(Title) Authorized Signatory

Date: 02/23/17

Signed in the presence of:

[Signature]

Date: 2/7/17

LESSEE:

Bond and Smolders, LLC

(Name) Phillip van Egmond
(Title) Manager

EXHIBITS

- A. Standard Provisions.
- B. Description of Demised Premises.
- C. Lessor's Work and Lessee's Work.
- D. Lease Guaranty.
- E. Signage Criteria
- F. Option to Renew.

LESSEE INFORMATION:

NAME: _____

ADRESSS: _____

PHONE #: _____

EMAIL: _____

STANDARD PROVISIONS

FOR

SHOPPING CENTER LEASE

EXHIBIT "A"

<u>PARAGRAPH</u>	<u>CONTENTS</u>	<u>PAGE</u>
1.	DEMISED PREMISES, COMMENCEMENT, CONSTRUCTION AND ACCEPTANCE	1
2.	RENT	1
3.	DEPOSIT	3
4.	N/A	3
5.	COMMON AREAS	4
6.	PERMITTED USE	5
7.	MAINTENANCE AND REPAIR	7
8.	ALTERATIONS	8
9.	LIENS	9
10.	STORE FRONTS AND SIGNS	9
11.	UTILITIES	10
12.	INSURANCE AND INDEMNITY	11
13.	DAMAGE AND OBLIGATION TO RESTORE	11
14.	EMINENT DOMAIN	12
15.	ASSIGNMENT AND SUBLETTING	13
16.	DEFAULT AND REMEDIES	13
17.	LESSOR'S LIEN	14
18.	SUBORDINATION AND ATTORNMEN	16
19.	TENANT ESTOPPEL CERTIFICATE	17
20.	MERCHANTS' ASSOCIATION AND PUBLICITY	17
21.	NOTICES	17
22.	SURRENDER	18
23.	HOLDING OVER	18
24.	BROKER'S FEE	18
25.	LESSOR'S RIGHTS	19
26.	NON-COMPETITION	19
27.	RELOCATION	19
28.	PROPORTIONATE SHARE	19
29.	GENERAL PROVISIONS	19

1. DEMISED PREMISES, COMMENCEMENT, CONSTRUCTION AND ACCEPTANCE.

1.1 LESSOR owns or controls the land shown on Exhibit "B" to the Lease, together with the proposed buildings and improvements depicted thereon. The Demised Premises shall include only the appurtenances specifically granted in the Lease, LESSOR specifically reserving for itself the roof, the air space above the roof, the space below the floor, the exterior portions of the Demised Premises (other than the store front), and the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires in the Demised Premises. LESSOR shall not unreasonably interfere with the normal business operations of LESSEE when performing said work. LESSOR further reserves the right at any time to relocate the buildings, automobile parking areas and other Common Areas; to change the number of buildings, buildings' dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies; to construct other buildings or improvements in the Shopping Center; to construct double-deck or elevated parking facilities; and to increase or decrease the size and scope of the Shopping Center; provided only that the general location and size of the Demised Premises, reasonable access to the Demised Premises and the parking facilities shall not be materially impaired.

1.2 LESSOR shall deliver the Demised Premises to LESSEE clean and free of debris (unless LESSEE is already in possession). Except as otherwise provided in the Lease, LESSEE hereby accepts the Demised Premises in their condition existing as of the Commencement Date or the date that LESSEE takes possession of the Demised Premises, whichever is earlier, absolutely and without exception, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Demised Premises, and any covenants or restrictions of record, and accepts the Lease subject thereto and to all matters disclosed thereby and by any Exhibits attached hereto. LESSEE acknowledges that neither LESSOR nor LESSOR'S agent has made any representation or warranty as to the present or future suitability of the Demised Premises for the conduct of LESSEE'S business. LESSOR'S liability with respect to latent defects in construction shall not extend beyond one (1) year from the date the Demised Premises are ready for occupancy, whether or not such defects are discovered within said period.

2. RENT.

2.1 LESSEE shall pay to LESSOR the Minimum Rent, payable in advance and without demand, in equal monthly installments on the first day of each month of the Lease Term. If the Lease Term should commence on a day other than the first day of the month (the "Commencement Date"), LESSEE shall pay Minimum Rent equal to one-thirtieth (1/30th) of the monthly Minimum Rent multiplied by the number of rental days in such fractional month. The first such monthly installment of Minimum Rent shall be due and payable on or before the Commencement Date as required by LESSOR.

2.2 The covenant of LESSEE to pay rent (being Minimum Rent, Operating Costs and all other sums due hereunder) is separate and distinct from other covenants, and LESSEE shall have no right of setoff or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency.

3. DEPOSIT. Concurrently with the execution of the Lease, LESSEE shall deliver to LESSOR the Deposit as security for LESSEE'S faithful performance of LESSEE'S obligations. If LESSEE should fail to pay rent or other charges due hereunder, or otherwise should default with respect to any provisions of the Lease, LESSOR may use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge or for the payment of any other sum to which LESSOR may become obligated by reason of LESSEE'S default, or to compensate LESSOR for any loss or damage which LESSOR may suffer thereby. If LESSOR so uses or applies all or any portion of said Deposit, LESSEE shall within ten (10) days after written demand therefore deposit cash with LESSOR in an amount sufficient to restore the Deposit to the full amount hereinabove stated, and LESSEE'S failure to do so shall be a material breach of the Lease. LESSOR shall not be required to keep the Deposit separate from its general accounts nor to cause interest to accrue thereon. If LESSEE should perform all of LESSEE'S obligations hereunder, the Deposit, or so much thereof as shall not theretofore have been applied by LESSOR, shall be returned, without payment of interest or other increment for its use, to LESSEE (or, at LESSOR'S option, to the last assignee or subtenant, if any of LESSEE'S interest hereunder shall have been transferred) at the expiration of the Lease Term and after LESSEE shall have vacated the Demised Premises. No trust relationship

is created herein between LESSOR and LESSEE with respect to the Deposit. The Deposit is not an advance payment of rent and is not a measure of LESSOR'S loss or damages.

4. N/A

4.3 LESSEE shall pay any and all sales tax, tax on rentals, and any other charges, taxes and/or impositions now in existence or hereafter imposed by any governmental authority against the Lease, the execution hereof and/or the Minimum Rent, Percentage Rent and any other charges payable by LESSEE.

5. COMMON AREA AND OPERATING COSTS.

5.1 The term "Common Area" shall mean that part of the Shopping Center designated by LESSOR from time to time for the common use of all tenants, including, among other facilities, parking area, sidewalks, landscaping, water retention, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, restrooms, and other areas and improvements provided by LESSOR for the common use of all tenants, all of which shall be subject to LESSOR'S sole management and control. Without limiting the generality of the foregoing, LESSOR reserves the right to enter into, modify and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; to close any and all portions of the Common Area to such extent and for such time as may, in the sole discretion of LESSOR'S counsel, be legally necessary to prevent a dedication thereof or the accrual of rights to any person or the public therein; to close temporarily, if necessary, any part of the Common Area to discourage noncustomer parking; and to make changes, additions, deletions, alterations or improvements in and to the Common Areas, provided there shall be no unreasonable or substantial obstruction of LESSEE'S right of ingress to or egress from the Demised Premises.

5.2 LESSEE and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to use the Common Area as constituted from time to time, such use to be in common with LESSOR, other tenants of the Shopping Center and other persons permitted by LESSOR to use the same and subject to such reasonable rules and regulations governing use as LESSOR may from time to time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by LESSEE, its employees, subtenants, licensees and concessionaires shall be parked. LESSEE shall furnish to LESSOR upon request a complete list of license numbers of all automobiles operated by LESSEE, its employees, subtenants, licensees and concessionaires.

5.3 LESSOR shall operate, maintain and repair the Common Area in such manner as LESSOR shall in its sole discretion determine.

The foregoing Subsections 5.3.1 through 5.3.10 are for definition only and are not to be construed to impose any obligations on LESSOR.

5.4 Notwithstanding the foregoing provisions, Operating Costs shall not include:

5.4.1 depreciation (other than depreciation as above specified);

5.4.2 costs of repairing and replacing to the extent that proceeds of insurance or condemnation awards are received therefor; and

5.4.3 costs of a capital nature (to the extent they constitute improvements beyond the original condition or utility of the item in question).

6. PERMITTED USE.

6.1 The Permitted Use is a material consideration to LESSOR in order that there will be maintained within the Shopping Center an appropriate mix of tenants to achieve the maximum gross sales for all tenants and assure the continued operation of the Shopping Center. LESSEE shall continuously use and occupy the Demised Premises for the Permitted Use and for no other use or purpose. LESSEE will not breach exclusive use provisions in other leases for space in the Shopping Center.

6.2 LESSEE shall not abandon or vacate the Demised Premises, shall not permit, license or suffer the occupancy of any other party in the Demised Premises and shall:

6.2.1 Comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the term of the Lease regulating the use of the Demised Premises.

6.2.2 Keep the Demised Premises continuously and uninterruptedly open during regular business hours of no less than five (5) days per week and a minimum of forty (40) hours.

6.2.3 Keep the Demised Premises and sidewalks, service ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, insects and pests at all times and store all trash and garbage within the Demised Premises, arranging for the regular pick up of such garbage and trash at LESSEE'S expense. LESSEE shall store all trash and garbage within the area designated by LESSOR for such trash pick up and removal and only in receptacles of the size, design and color from time to time prescribed by LESSOR. LESSEE shall not operate an incinerator or burn trash or garbage within the Shopping Center.

6.2.4 Keep the inside and out of all glass in the windows and doors of the Demised Premises clean; maintain all the display windows in a neat, attractive condition, and all such displays shall be subject to the approval of LESSOR; and keep all display windows and exterior electric signs in front of the Demised Premises lighted from dusk until 10:00 P.M. every day, including Sundays and holidays. LESSEE shall not use any loudspeaker, voice-making or other sound projection device in such a manner as to be audible to anyone outside the Demised Premises, nor shall LESSEE use or display any flashing lights visible to anyone outside the Demised Premises.

6.2.5 Display no merchandise outside the Demised Premises nor in any way obstruct the sidewalks adjacent thereto; not solicit business or distribute any hand bills or other advertising matter in the Common Area; not permit any objectionable or unpleasant odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises.

6.2.6 Load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through the rear service door or doors of the Demised Premises. No deliveries of any kind shall be made through the front entrance.

6.2.7 Maintain the decor and fixturing of the Demised Premises, the merchandise and operation of LESSEE'S business consistent with the operation of a "first-class", "high-quality", "fashionable" store or business as those standards of operation may be interpreted from time to time (as opposed to "general", "promotional" or "self-service" store or business). LESSEE shall operate its business at the Demised Premises in a respectable, reputable, tasteful, competent and dignified manner in order to enhance the image of the Shopping Center as a whole and its reputation as a dignified and desirable place to shop and to achieve the maximum volume of sales so that LESSOR will receive the maximum amount of Percentage Rent. The description of the standards of operation of the business conducted in the Demised Premises as "first-class", "high-quality" and "fashionable" as opposed to "general", "promotional" or "self-service" is intended only as a description of the general quality of the merchandise or services LESSEE may sell and the general quality of customer service, merchandising, fixturing and decor LESSEE must maintain in the operation of the Demised Premises. The foregoing description is not intended by LESSOR and will not be enforced to affect the retail selling price of LESSEE'S merchandise or services.

6.3 LESSEE shall not use the Demised Premises, nor permit the use of the Demised Premises, for the storage, transportation or disposal of "hazardous" or "toxic" materials as

commonly known or otherwise defined under any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Super Fund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act and the Florida Air and Water Pollution Control Act. Such materials would include, without limitation, asbestos or any substance containing asbestos, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials. LESSEE shall provide to LESSOR forthwith after receipt of same photocopies of all notices of violation received by it with regard to any rules, regulations or laws applicable to such materials, the commencement of any enforcement action, the service of any potentially responsible party demand letter from any private or governmental party or the loss of any operating permit by reason of the use or release of any such materials. LESSOR may enter the Demised Premises and perform any action necessary to remediate contamination or to correct any condition giving rise to any such notice of violation.

6.4 In the event LESSEE should conduct such a use within the Demised Premises which would increase the insurance premium cost or invalidate any insurance policy carried on the Shopping Center, LESSEE shall pay as additional rent, upon demand of LESSOR, any such increased premium cost due to LESSEE'S use of the Demised Premises. LESSEE shall report to LESSOR any condition it believes would affect any insurance policy carried on the Shopping Center. Further, in the event LESSEE'S use of the Demised Premises increases the cost of operating or maintaining the Shopping Center, LESSEE shall pay as additional rent, upon demand of LESSOR, such additional costs as LESSOR should reasonably require. Such additional costs would include, without limitation, increased utility and maintenance costs by reason of extended business hours.

6.5 Upon the Commencement Date, LESSEE shall open for business in the Demised Premises and shall thereafter continuously, actively and diligently operate its said business on the whole of the Demised Premises, in a high grade and reputable manner maintaining in the Demised Premises an adequate staff of employees during the hours specified herein throughout the Lease Term except to the extent prevented from so doing by strikes, fire casualty or other causes beyond LESSEE'S control.

7. MAINTENANCE AND REPAIR.

7.1 LESSOR shall keep the foundation, the exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware and painting or other treatments of exterior walls) and the roof of the Demised Premises in good repair, except that LESSOR shall not be required to make any repairs occasioned by the act or negligence of LESSEE, its agents, employees, subtenants, licensees and concessionaires, which repairs shall be made by LESSEE, subject to LESSOR'S supervision. In the event that the Demised Premises should become in need of repairs required to be made by LESSOR hereunder, LESSEE shall give immediate written notice thereof to LESSOR, and LESSOR shall not be responsible in any way for the failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Other than as herein provided, LESSOR shall not be responsible to maintain or make any improvements or repairs of any kind in or upon the Demised Premises.

7.2 LESSEE shall keep and maintain in full compliance with all laws, rules and regulations (as same may be enacted or amended from time to time) and in good order, condition and repair (which shall mean replacement if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab (including free flow up to the main sewer line), fixtures, heating, air conditioning (including exterior mechanical equipment), exterior signs and exterior electrical equipment serving the Demised Premises and interior walls, floors and ceilings. Lessee agrees that if local laws should require an ADA bathroom then Lessee at its expense shall remodel to meet requirements.

7.3 LESSEE, at its own cost and expense, shall enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by LESSOR, for servicing all heating and air conditioning systems and equipment servicing the Demised Premises, and an executed copy of such contract shall be delivered to LESSOR. This service contract must

include all services reasonably suggested by the equipment manufacturer within the operations/maintenance manual and must become effective within thirty (30) days after the date LESSEE shall have taken possession of the Demised Premises. LESSOR may, but shall not be required to, upon notice to LESSEE, elect to enter into such a maintenance/service contract on behalf of LESSEE or to perform the work itself and, in either case, LESSEE shall pay to LESSOR within ten (10) days after demand the cost of such contract or work plus ten (10%) percent of the amount thereof (for LESSOR'S service and overhead costs). Provided Lessee provides proof of regular maintenance, if it is determined by a Licensed Contractor that the unit needs to be replaced, Lessee shall be responsible for the first five hundred dollars \$500.00 towards replacement and Lessor shall be responsible for the balance.

8. ALTERATIONS.

8.1 LESSEE shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of LESSOR, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made or installed by either party upon the Demised Premises shall become the property of LESSOR upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless upon termination of the Lease LESSOR requests their removal, in which event LESSEE shall remove the same and restore the Demised Premises to their original condition at LESSEE'S expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LESSOR without credit or compensation to LESSEE.

8.2 All construction work done by LESSEE within the Demised Premises shall be performed in good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any contract or mortgage to which LESSOR may be a party and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. LESSEE agrees to indemnify LESSOR and hold it harmless against any loss, liability or damage resulting from such work, and LESSEE shall, if requested by LESSOR, furnish bond or other security satisfactory to LESSOR against any such loss, liability or damage.

8.3 All venting, opening, sealing, waterproofing or any altering of the roof shall be performed by LESSOR'S roofing contractor upon LESSOR'S approval and at LESSEE'S expense, and when completed LESSEE shall furnish to LESSOR a certificate from LESSOR'S roofing contractor that all such alterations approved by LESSOR have been completed in accordance with the plans and specifications therefor approved by LESSOR.

9. LIENS. LESSEE shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien, encumbrance or charge upon the Demised Premises or the Shopping Center or the income therefrom. LESSEE shall not suffer any other matter or thing whereby the estate, right and interest of LESSOR in the Demised Premises or in the Shopping Center might be impaired. If any lien or notice of lien on account of an alleged debt of LESSEE or any notice of contract by a party engaged by LESSEE or LESSEE'S contractor to work in the Demised Premises should be filed against the Demised Premises or the Shopping Center, LESSEE shall, within twenty (20) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If LESSEE should fail to cause such lien or notice of lien to be discharged within the period provided, LESSOR, in addition to any other rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount paid by LESSOR and all costs and expenses, including attorneys' fees, incurred by LESSOR in connection therewith, together with interest thereon at the maximum rate permitted by law or fifteen (15%) percent per annum, whichever is lower, from the date of payment or incurring of the cost and expense, shall be paid by LESSEE to LESSOR on demand.

THE INTEREST OF LESSOR IN THE DEMISED PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY OR FOR THE ACCOUNT OF LESSEE.

10. STORE FRONTS AND SIGNS. LESSEE shall within ninety (90) days from lease execution install a storefront sign in accordance with the sign criteria set forth in this lease. LESSEE shall not, without LESSOR'S prior written consent, (a) make any changes to or paint the store front; (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, place cards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of a customary type for its display windows not affixed to the windows. All signs, decorations and advertising media shall conform in all respects to the sign criteria established and/or revised by LESSOR for the Shopping Center from time to time in the exercise of its sole discretion. All expenses incurred with regard to the design, construction and installation of LESSEE'S signs shall be costs of LESSEE including, without limitation, professional fees and permit fees. LESSEE shall use a sign company designated by LESSOR. LESSEE shall maintain all signs in good condition and in proper operating order. All signs and/or sign cabinets shall become the property of LESSOR at the termination of the Lease or upon vacation of the Demised Premises.

11. UTILITIES.

11.1 LESSEE shall contract, in its own name and shall pay the charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including heat, water, gas, electricity, fire protection, trash removal, sewer rental, sewage treatment facilities, utility hook-ups and the like, together with all taxes or other charges levied on such utilities. Further, LESSEE shall pay to LESSOR upon demand its pro rata share of utility impact fees already paid by LESSOR based on the formula applied by the applicable utility company. LESSOR may, if it so elects, furnish one or more utility services to LESSEE, and in such event LESSEE shall purchase the use of such services as are tendered by LESSOR and shall pay on demand as additional rent the rates established therefore by LESSOR, which rates shall not exceed the rates which would be charged for the same service if furnished directly by any public utility corporation or governmental agency in the area supplying the same or similar service, plus an additional fifteen (15%) percent (for LESSOR'S service and overhead costs). In no event shall LESSOR be liable for the quality, quantity, failure or interruption of such services to the Demised Premises. This obligation of LESSEE shall survive termination of the Lease.

11.2 LESSOR may, with notice to LESSEE, or without notice in the event of an emergency, cut off and discontinue gas, water, electricity and any or all utilities whenever such discontinuance would be necessary to make repairs or alterations. No such action by LESSOR shall be construed as an eviction or disturbance of possession or as an election by LESSOR to terminate the Lease, nor shall LESSOR be in any way responsible or liable under such action.

12. INSURANCE AND INDEMNITY.

12.1 LESSEE shall, at LESSEE'S expense, obtain and keep in force during the Lease Term a policy of comprehensive general liability insurance, together with a broad form comprehensive general liability endorsement, covering any and all claims for injuries to persons in or upon the Demised Premises, including all damages from signs, glass, awnings, fixtures or other appurtenance now or hereafter erected on the Demised Premises, and insuring the indemnity provision as set forth in this Paragraph. Such insurance shall be in an amount not less than \$1,000,000.00 for injury to one person in one accident, occurrence or casualty and not less than \$1,000,000.00 for injuries to more than one person in one accident, occurrence or casualty, or, in lieu of the foregoing, a combined single limit of \$1,000,000.00. The limits of said insurance shall not, however, limit the liability of LESSEE. Not more frequently than each three (3) years, if, in the reasonable opinion of LESSOR, the amount of liability insurance required hereunder should not be adequate, LESSEE shall increase said insurance coverage as required by LESSOR.

12.2 LESSEE shall, at LESSEE'S expense, obtain and keep in force during the Lease Term a policy or policies of property damage liability insurance, together with broad form all peril coverage and plate glass insurance for the full replacement value of LESSEE'S improvements and property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property.

12.3 LESSEE shall indemnify and hold harmless LESSOR from and against all claims, loss, cost, damage or expense arising from (a) LESSEE'S use of the Demised Premises or

from the conduct of LESSEE'S business or from any activity, work or things done, permitted or suffered by LESSEE in or about the Demised Premises or elsewhere, (b) the utilities located within or under the Demised Premises causing injury to any persons or property whomsoever or whatsoever, and (c) any act or omission of LESSEE, its agents, contractors, employees, invitees, licensees, subtenants and guests. LESSEE shall further indemnify and hold harmless LESSOR from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

12.4 LESSOR shall not be liable for injury to LESSEE'S business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of, nor to the person of LESSEE, LESSEE'S agents, contractors, employees, invitees, licensees, subtenants and guests, or any other person in or about the Demised Premises, whether the said damage or injury results from a condition arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing same is inaccessible to LESSEE. LESSOR shall not be liable for any damages arising from the act or neglect of any other tenant of the Shopping Center.

12.5 LESSEE hereby waives any and all rights of recovery against LESSOR, or against the officers, employees, agents and representatives of LESSOR, for loss of or damage to LESSEE or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages.

12.6 Any insurance policies required hereunder shall name LESSOR and, in addition, the holder of a first mortgage on the Shopping Center or a ground lessor thereof, if requested to do so by LESSOR, as additional insureds as their interests may appear. Such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to LESSOR. Insurance required hereunder shall be issued by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or, if there be none, an organization having a national reputation) as having a general policyholder rating of "A" and a financial rating of at least "13". Such policies or duly executed certificates of insurance, reflecting all the requirements of this Paragraph, shall be promptly delivered to LESSOR and renewals thereof as required shall be delivered to LESSOR at least thirty (30) days prior to the expiration of the respective policies.

13. DAMAGE AND OBLIGATION TO RESTORE.

13.1 LESSEE shall give immediate written notice to LESSOR of any damage caused to the Demised Premises by fire or other casualty.

13.2 If the Demised Premises should (a) be damaged by any uninsured casualty or (b) be damaged to an extent in excess of fifty (50%) percent of the cost of replacement thereof, LESSOR may elect either to terminate the Lease or to proceed to rebuild and repair the Demised Premises. Should LESSOR elect to terminate the Lease, it shall give written notice of such election to LESSEE within ninety (90) days after the occurrence of such casualty.

13.3 Provided LESSEE has not exercised its renewal rights and if the Demised Premises should be partially damaged during the last twelve (12) months of the Lease, LESSOR may elect to terminate the Lease as of the date of occurrence of such damage by giving written notice to LESSEE within ninety (90) days after the date of occurrence of such damage.

13.4 Except as otherwise provided herein, in the event the Demised Premises should be damaged by fire or other casualty insurable under standard fire and extended coverage insurance, LESSOR shall proceed with reasonable diligence to rebuild and repair the Demised Premises. LESSOR'S obligation to rebuild and repair shall be limited to restoring the Demised Premises to substantially the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LESSOR for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of LESSEE. LESSEE agrees that, promptly upon completion of such work by LESSOR, it will proceed with reasonable diligence to restore the remainder of the Demised Premises, including, but not limited to, the repair or restoration of signs, fixtures and equipment. During any period of reconstruction or repair of the Demised Premises, LESSEE shall continue the operation of its business within the Demised Premises to the extent practicable.

13.5 In the event LESSOR should elect to restore the Demised Premises and LESSEE should be deprived of the occupancy and use of a portion of the Demised Premises, Minimum Rent shall be equitably apportioned according to the area of the Demised Premises which is unusable by LESSEE, until such time as LESSOR shall have completed its restoration as provided herein. In the event of total destruction of the Demised Premises, LESSEE'S rent shall completely abate from the date of such destruction.

13.6 In the event 75% of the Shopping Center should be damaged to such an extent that LESSOR, in its sole discretion, should elect to discontinue operation of the Shopping Center, LESSOR may cancel the Lease by giving written notice to LESSEE, and the Lease shall terminate and become null and void ninety (90) days after said notice.

14. EMINENT DOMAIN.

14.1 If any part of the Shopping Center should be permanently or temporarily taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefor, both leasehold and reversion, shall be the property of LESSOR without any deduction therefrom for any present or future estate of LESSEE, and LESSEE hereby assigns to LESSOR all its right, title and interest to any such award. LESSEE shall execute all documents required to evidence such result.

14.2 If the entire Demised Premises should be permanently taken, condemned or transferred as aforesaid, the Lease shall terminate as of the time possession thereof vests in the condemning authority. If a portion of the Demised Premises should be permanently taken, condemned or transferred as aforesaid, LESSOR may elect to terminate the Lease or, at its own expense, to repair and restore the portion not affected by the taking, in which latter event the Minimum Rent and Break Point shall be reduced in proportion to the area taken, effective at the time possession vests in the condemning authority. If the Demised Premises or any part thereof should be temporarily taken, condemned or transferred as aforesaid, Minimum Rent shall be abated during the period of such temporary taking by the amount LESSOR receives from the condemning authority to compensate it for the use of the Demised Premises.

14.3 If the Common Area or any part thereof should be permanently or temporarily taken, condemned or transferred as aforesaid, whether or not the Lease shall be terminated, the entire compensation therefor, both leasehold and reversion, shall be the property of LESSOR without any deduction therefrom for any present or future estate of LESSEE and LESSEE hereby assigns to LESSOR all its right, title and interest to any such award. LESSEE shall execute all documents required to evidence such result. In the event any portion of the Common Area should be taken to such an extent that LESSOR, in its sole discretion, should elect to discontinue operation of the Shopping Center, LESSOR may terminate the Lease.

15. ASSIGNMENT AND SUBLETTING.

15.1 The identity and financial standing of LESSEE is a material consideration of LESSOR in entering into the Lease. LESSEE shall not voluntarily, involuntarily or by operation of law assign, sell, mortgage, pledge or in any manner transfer the Lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Demised Premises without the prior written consent of LESSOR, which consent LESSOR may grant or withhold in its absolute discretion. Consent by LESSOR to one or more assignments or sublettings shall not operate as a waiver of LESSOR'S rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, LESSEE and any guarantor of LESSEE'S obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of LESSEE, including the payment of rent.

15.2 In the event of the transfer and assignment by LESSOR of its interest in the Lease and in the building containing the Demised Premises, LESSOR shall thereby be released from any further obligations, and LESSEE agrees to look solely to such successor in interest for performance of such obligations.

15.3 If LESSEE is a corporation, any transfer of this Lease from LESSEE by merger, consolidation or liquidation, or any change in ownership or power to vote of a majority of

its outstanding voting stock from the owners of such stock or those controlling the power to vote of such stock as of the date of the Lease, shall constitute an assignment for the purpose of the Lease.

16. DEFAULT AND REMEDIES.

16.1 The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by LESSEE:

16.1.1 The vacating or abandonment of the Demised Premises.

16.1.2 The failure by LESSEE to make payment of rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LESSOR to LESSEE.

16.1.3 The failure by LESSEE to observe or perform any of the covenants, conditions or provisions to be observed or performed by LESSEE, other than described in Paragraphs 16.1.1 and 16.1.2 above, where such failure shall continue for a period of ten (10) days after written notice thereof from LESSOR to LESSEE; provided, however, that if the nature of LESSEE'S default is such that more than ten (10) days are reasonably required for its cure, LESSEE shall not be deemed to be in default if LESSEE commences such cure within said ten-day period and thereafter diligently pursues such cure to completion.

16.1.4 If LESSEE or any guarantor should commence, in any court pursuant to any statute either of the United States or of any State, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against LESSEE or any said guarantor and either an order for relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if LESSEE or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of LESSEE'S or any said guarantor's property, whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

16.1.5 The discovery by LESSOR that any financial statement given to LESSOR by LESSEE, any assignee of LESSEE, any subtenant of LESSEE, any successor in interest of LESSEE or any guarantor of LESSEE'S obligations, and any of them, is materially false.

16.2 In the event of any default or breach by LESSEE, LESSOR may after the applicable cure period thereafter, and without limiting LESSOR in the exercise of any right or remedy which LESSOR may have by reason of such default or breach:

16.2.1 Declare the entire rent for the balance of the Lease Term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

16.2.2 Terminate LESSEE'S right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of LESSOR, in which event LESSEE shall immediately surrender possession of the Demised Premises to LESSOR and all further liability under the Lease on the part of LESSEE and LESSOR shall terminate. Notwithstanding the foregoing, LESSEE shall be liable for and shall pay LESSOR the sum of all rental and additional rent and other indebtedness accrued to the date of such termination plus, as damages, an amount equal to the difference between (i) the total rental (Minimum Rent and Percentage Rent, computed as stated herein) plus LESSEE'S Proportionate Share of Operating Costs and Taxes for the remaining portion of the Lease Term (had such term not been terminated by LESSOR prior to the date of expiration as provided herein), and (ii) the then present value of the then fair rental value of the Demised Premises for such period using such discount rates as LESSOR should deem appropriate.

16.2.3 Maintain LESSEE'S right to possession, in which event the Lease shall continue in effect whether or not LESSEE shall have abandoned the Demised Premises. In such event, LESSOR shall be entitled to relet the Demised Premises and to enforce all of LESSOR'S rights and remedies under the Lease, including the right to recover the rent as it becomes due.

16.2.4 Pursue any other remedy now or hereafter available to LESSOR

under the laws and judicial decisions of the State of Florida.

16.2.5 In the event LESSEE should be obligated to pay Percentage Rent, the Percentage Rent for which LESSEE shall remain prospectively liable shall be a sum equal to the greatest amount of Percentage Rent paid by LESSEE for any calendar year during the Lease Term multiplied by the number of years remaining in the Lease Term at the time of termination.

16.3 In the event of a proceeding involving LESSEE under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease should be assumed by LESSEE'S trustee in bankruptcy (after he has cured all existing defaults, compensated LESSOR for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (a) executes and delivers to LESSOR an agreement in recordable form whereby such party assumes and agrees with LESSOR to discharge all obligations of LESSEE under the Lease, (b) has a net worth and operating experience at least comparable to that possessed by LESSEE and any guarantor hereof as of the time of execution of the Lease; and (c) grants to LESSOR, to secure the performance of such party's obligations under the Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection therewith, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by LESSOR) as are necessary to perfect such lien. If LESSOR should not be permitted to terminate the Lease because of the provisions of the Bankruptcy Code, LESSEE as a debtor-in-possession or any trustee for LESSEE agrees promptly, within no more than fifteen (15) days after request by LESSOR to the Bankruptcy Court, to assume or reject the Lease, and LESSEE on behalf of itself and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject the Lease by LESSOR with such Court.

16.4 If LESSOR should exercise any of its remedies hereunder, LESSEE shall be liable for and shall pay to LESSOR, within ten (10) days after demand therefor, the costs of removing and storing LESSEE'S or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LESSOR applicable to the unexpired term of the Lease, if applicable; and all reasonable expenses incurred by LESSOR, including attorneys' fees.

16.5 If the Lease should be terminated, or the Lease Term should expire, LESSOR shall have the immediate right thereafter to re-enter the Demised Premises after 24hrs notice to LESSEE, and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of LESSEE, all without service of notice or resort to legal process (all of which LESSEE expressly waives). In such event, LESSOR shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

16.6 The rights and remedies granted herein to LESSOR are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LESSOR'S right to exercise any or all of the others. All charges payable by LESSEE under the terms of the Lease shall be deemed rent for the purpose of LESSOR exercising its remedies.

16.7 No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by LESSOR at any time when LESSEE is in default under any covenant or condition hereof be construed as a waiver of such default or of LESSOR'S right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LESSOR to LESSEE be taken as an estoppel against LESSOR, it being expressly understood that if at any time LESSEE should be in default in any of its covenants or conditions hereunder, an acceptance by LESSOR of rent during the continuance of such default or the failure on the part of LESSOR promptly to avail itself of such other rights or remedies as LESSOR may have shall not be construed as a waiver of such default, but LESSOR may at any time thereafter, if such default continues, terminate the Lease on account of such default.

16.8 The parties hereby waive trial by jury in any proceeding brought by either of the parties hereto against the other arising out of or in any way connected with the Lease, the

relationship of LESSOR and LESSEE, LESSEE'S use or occupancy of the Demised Premises, and/or any claim for injury or damage. LESSEE waives all claims for damages by reason of LESSOR'S exercising its right to reenter the Demised Premises and take possession of the property located therein, or damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process.

16.9 LESSOR shall not be in default unless LESSOR fails to perform obligations required of LESSOR within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR and to the holder of any first mortgage covering the Demised Premises whose name and address shall have theretofore been furnished to LESSEE in writing, specifying wherein LESSOR has failed to perform such obligations; provided, however, that if the nature of LESSOR'S obligations is such that more than thirty (30) days are required for performance, LESSOR shall not be in default if LESSOR commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

16.10 LESSEE hereby acknowledges that late payment by LESSEE to LESSOR of rent and other sums due hereunder will cause LESSOR to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on LESSOR by the terms of any mortgage covering the Demised Premises. Accordingly, if any installment of rent or any other sum due from LESSEE shall not be received by LESSOR or LESSOR'S designee within three (3) days after such amount shall be due, LESSEE shall pay to LESSOR a late charge equal to six (6%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of late payment by LESSEE. Acceptance of such late charge by LESSOR shall in no event constitute a waiver of LESSEE'S default with respect to such overdue amount, nor prevent LESSOR from exercising any of the other rights and remedies granted hereunder. In the event any check tendered by LESSEE should not be honored for any reason, LESSEE shall pay to LESSOR immediately on demand a service fee of fifty (\$50.00) Dollars.

17. LESSOR'S LIEN. TO SECURE THE PAYMENT OF ALL RENT AND OTHER SUMS OF MONEY DUE AND TO BECOME DUE AND THE FAITHFUL PERFORMANCE OF THE LEASE BY LESSEE, LESSEE HEREBY GRANTS TO LESSOR AN EXPRESS FIRST AND PRIOR LIEN AND SECURITY INTEREST ON ALL PROPERTY (INCLUDING FIXTURES, EQUIPMENT, CHATTELS AND MERCHANDISE) WHICH MAY BE PLACED IN THE DEMISED PREMISES, AND ALSO UPON ALL PROCEEDS OF ANY INSURANCE WHICH MAY ACCRUE TO LESSEE BY REASON OF DESTRUCTION OF OR DAMAGE TO ANY SUCH PROPERTY. SUCH PROPERTY SHALL NOT BE REMOVED THEREFROM WITHOUT THE WRITTEN CONSENT OF LESSOR UNTIL ALL ARREARAGES IN RENT AND OTHER SUMS OF MONEY THEN DUE TO LESSOR HEREUNDER SHALL FIRST HAVE BEEN PAID. THIS LIEN AND SECURITY INTEREST IS GIVEN IN ADDITION TO THE LESSOR'S STATUTORY LIEN AND SHALL BE CUMULATIVE THERETO. CONCURRENTLY WITH THE EXECUTION OF THE LEASE (OR LATER IF REQUESTED BY LESSOR AT ITS DISCRETION), LESSEE SHALL EXECUTE AND DELIVER TO LESSOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS IN SUFFICIENT FORM SO THAT WHEN PROPERLY FILED, THE SECURITY INTEREST HEREBY GIVEN SHALL BE PERFECTED. THE LIEN AND SECURITY INTEREST CREATED HEREBY SHALL BE TERMINATED WHEN ALL OF THE RENT AND OTHER SUMS OF MONEY BECOMING DUE DURING THE LEASE TERM SHALL HAVE BEEN PAID IN FULL.

18. SUBORDINATION AND ATTORNMENT.

18.1 The Lease is subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause and the subordination set forth herein are self operative, and no further instrument of subordination shall be required for any purpose. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgage or ground lease, and should give written notice thereof to LESSEE, the Lease shall be deemed prior to such mortgage or ground lease, whether the Lease is dated prior or subsequent to the date of said mortgage or ground lease.

18.2 LESSEE agrees to execute any documents required to evidence such

subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LESSOR as LESSEE'S attorney in fact and in LESSEE'S name, place and stead, to do so.

18.3 Upon request of LESSOR, LESSEE shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LESSOR covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as LESSOR under the Lease.

18.4 If, in connection with obtaining financing for the real property of which the Demised Premises are a part, a banking, insurance or other recognized institutional lender should request reasonable modifications in the Lease as a condition to such financing, LESSEE will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of LESSEE hereunder, or adversely affect the leasehold interest hereby created or LESSEE'S use and enjoyment of the Demised Premises.

19. TENANT ESTOPPEL CERTIFICATE.

19.1 LESSEE shall at any time upon not less than ten (10) days' prior written notice from LESSOR execute, acknowledge and deliver to LESSOR a statement in writing: (i) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to LESSEE'S knowledge, any uncured defaults on the part of LESSOR, or specifying such defaults if any are claimed; and (iii) otherwise be in a form reasonably acceptable to LESSOR. Any such statement may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

19.2 At LESSOR'S option, LESSEE'S failure to deliver such statement within such time shall be a material breach of the Lease or, at LESSOR'S option, shall be conclusive upon LESSEE that (i) the Lease is in full force and effect, without modification except as may be represented by LESSOR, (ii) there are no uncured defaults in LESSOR'S performance and (iii) not more than one (1) month's rent has been paid in advance.

19.3 If LESSOR desires to finance, refinance or sell the Demised Premises, or any part thereof, LESSEE hereby agrees to deliver to any lender or purchaser designated by LESSOR such financial statements of LESSEE as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LESSOR and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

20. MERCHANTS' ASSOCIATION AND PUBLICITY.

LESSEE agrees to include the name of the Shopping Center in any medium of advertising or publicity that the Tenant shall utilize in the promotion of its business.

21. NOTICES.

21.1 Any notice, request, demand, approval, consent or other communication which LESSOR or LESSEE may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, or by facsimile at the address specified in the Lease, or to such other address as either party shall have designated by written notice to the other. Notwithstanding the foregoing, LESSOR may give notice to LESSEE by personal delivery to the Demised Premises. Notice shall be deemed given three (3) days after same shall have been deposited in an official United States Post Office, postage prepaid, or when hand-delivered, as the case may be.

21.2 If the holder of record of a mortgage or a ground lessor covering the Demised Premises should have given prior notice to LESSEE that it is the holder of such mortgage or is a ground lessor and such notice includes the address to which notices are to be sent, LESSEE shall give to said party notice simultaneously with any notice given to LESSOR to correct any alleged default of LESSOR hereunder. Said party shall have the right, within thirty (30) days after receipt

of said notice, to correct or remedy such default before LESSEE may take any action under the Lease by reason of such default; provided, however, LESSEE may take no action under the Lease by reason of such default if such party shall have commenced, during said thirty-day period, to remedy the alleged default and continues thereafter to use its diligence to remedy the alleged default. Any notice of default given to LESSOR shall be null and void unless simultaneous notice has been given to said mortgagee or ground lessor.

22. SURRENDER. Upon the expiration or termination of the Lease, LESSEE shall deliver and surrender to LESSOR the Demised Premises in a safe condition and reasonably good order and repair, and shall deliver all keys and combinations to locks, safes and vaults to LESSOR. Before surrendering the Demised Premises, LESSEE shall remove all its unattached personal property, including trade fixtures, alterations, additions and decorations, and shall repair any damage caused thereby. All floor coverings, window, wall and ceiling treatments shall not be removed from the Demised Premises. If LESSEE should fail to restore the Demised Premises as aforesaid or if LESSEE should fail to repair any damage caused by the removal of LESSEE'S property from the Demised Premises, LESSOR may restore the Demised Premises, and all such costs incurred thereby shall be an expense of LESSEE. LESSEE'S obligation to perform this provision shall survive the end of the Lease Term. If LESSEE should fail to remove its property upon the expiration of the Lease, said property shall be deemed abandoned and shall become the property of LESSOR.

23. HOLDING OVER. If LESSEE should refuse to give up possession of all or any part of the Demised Premises after the expiration or termination of the Lease Term, LESSOR, its agent, attorney or legal representative, may demand 200% of the current monthly rent, and may recover the same as provided by law at the expiration of every month, or in the same proportion for a longer or shorter time.

24. BROKER'S FEE. LESSOR and LESSEE each warrant to the other that no real estate broker or agent, other than Merin Hunter Codman, Inc. has been used or consulted in connection with the lease of the Demised Premises. Each covenants and agrees to defend, indemnify and save the other harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses due to any real estate broker or agent because of the lease of the Demised Premises and the execution and delivery of the Lease, due to the acts of the indemnifying party.

25. LESSOR'S RIGHTS.

25.1 If LESSEE should fail to perform any maintenance or repairs required of it hereunder, including, without limitation, the maintenance of its signs, within ten (10) days after written notice delivered to it by LESSOR (or within such shorter period as LESSOR should require in the event of an emergency, with or without notice), LESSOR may, at its option, make such repairs without liability to LESSEE for any loss or damage which may result to its stock or business by reason of such repairs, and LESSEE shall pay to LESSOR within ten (10) days after demand the cost of such repairs plus ten (10%) percent of the amount thereof (for LESSOR'S service and overhead costs).

25.2 LESSOR and LESSOR'S agents shall have the right to enter upon the Demised Premises at reasonable times for the purposes of inspecting same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Demised Premises or to the building of which they are a part as LESSOR may deem necessary and desirable. LESSOR may at any time place on or about the Demised Premises any ordinary "For Sale" signs and LESSOR may at any time during the last one hundred twenty (120) days of the Lease Term place on or about the Demised Premises any ordinary "For Lease" signs, all without rebate of rent or liability to LESSEE.

26. DELETED IN ITS ENTIRETY.

27. RELOCATION. LESSOR reserves the option, in its sole discretion, to relocate LESSEE to other premises in the Shopping Center upon no less than thirty (30) days' written notice. Such new premises shall be of similar size and shall be improved in a similar manner as the premises originally let to LESSEE. LESSEE'S refusal to accept such new premises shall constitute a material default under the Lease and shall entitle LESSOR, in its sole discretion, to terminate the Lease, upon no less than sixty (60) days' written notice, in which event LESSEE shall be deemed to have waived any action against LESSOR for any damages in any way connected with such termination and

LESSEE shall proceed to wind up its business in the Shopping Center.

28. PROPORTIONATE SHARE. The Proportionate Share is a fraction, the numerator of which is the number of square feet in the Demised Premises and the denominator of which is the number of square feet in the Shopping Center. The Proportionate Share shall be increased or decreased from time to time as the square feet in the Demised Premises and/or the Shopping Center are increased or decreased. The Proportionate Share, Operating Costs and real property taxes shall similarly be increased or decreased from time to time as the size of the Demised Premises and/or the Shopping Center are increased or decreased.

29. GENERAL PROVISIONS.

29.1 LESSEE shall not record the Lease without LESSOR'S prior written consent, and any such recordation shall, at the option of LESSOR, constitute a non-curable default of LESSEE; provided, however, LESSEE shall, within ten (10) days after request by LESSOR execute and deliver to LESSOR a memorandum of the Lease for the purpose of recordation in a form prescribed by LESSOR.

29.2 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee.

29.3 The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. LESSOR and LESSEE acknowledge that they were represented by counsel in connection with the Lease and that each of them or their respective counsel reviewed and revised the Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or LESSOR shall not be employed in the interpretation of the Lease.

29.4 Time is of the essence.

29.5 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

29.6 Whenever a period of time is prescribed for action to be taken by LESSOR, LESSOR shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of god, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LESSOR.

29.7 Upon LESSEE paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on LESSEE'S part to be observed and performed hereunder, LESSEE shall have quiet possession of the Demised Premises for the entire Lease Term, subject to all the provisions of the Lease.

29.8 Each provision performable by LESSEE shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

29.9 Subject to the provisions hereof restricting assignment or subletting by LESSEE and regarding LESSOR'S liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

29.10 In computing the square footage of the Demised Premises and all premises in the Shopping Center, LESSOR includes a proportionate factor of all meter rooms and other utility closets as may be required and interior corridors to which LESSEE has access. All dimensions are measured from the center line of interior walls and from the exterior face of exterior walls.

29.11 The terms "LESSOR" and "LESSEE", as used herein, denote both singular

and plural and all genders. Where "LESSEE" consists of more than one person, whether natural or artificial, all the persons constituting "LESSEE" shall be jointly and severally liable for all obligations to be performed by LESSEE herein. If LESSEE is a corporation or other entity, LESSEE shall furnish to LESSOR such evidence as LESSOR may reasonably require in order to evidence the authority of LESSEE to execute and deliver the Lease and to perform its obligations hereunder.

29.12 The Effective Date of the Lease shall be the date last executed by the parties without amendment or deletion to the Lease and its Exhibits.

29.13 All terms, covenants and conditions herein contained, to be performed by LESSEE, shall be performed at its sole cost and expense, and if LESSOR shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of LESSEE to perform such term, covenant or condition, the sum of money so paid by LESSOR shall be deemed additional rent and shall be payable by LESSEE to LESSOR within ten (10) days after demand therefor.

29.14 Any amount due to LESSOR not paid when due shall bear interest at one percent (1.5%) monthly rate accruing from the date due.

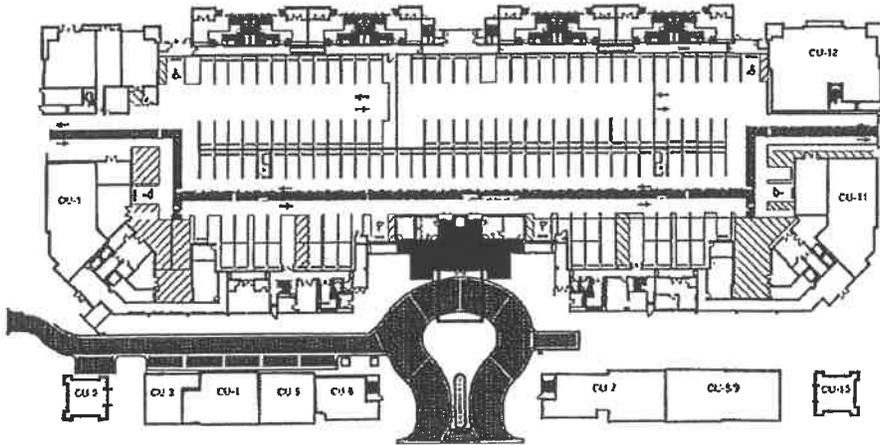
29.15 Provisions herein to the contrary notwithstanding, there shall be absolutely no personal liability on the part of LESSOR, its directors, officers or shareholders, or any of its partners, their directors, officers or shareholders, with respect to any of the terms, conditions and covenants of the Lease; and LESSEE shall look solely to the interest of LESSOR in the Shopping Center for the satisfaction of each and every remedy of LESSEE.

29.16 The submission of the Lease for examination by LESSEE does not constitute an offer or an option to lease the Demised Premises, nor is it intended as a reservation of the Demised Premises for the benefit of LESSEE, nor shall the Lease have any force or validity until and unless a copy of it is returned to LESSEE duly executed by LESSOR.

29.17 "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.

29.18 All obligations of LESSEE to pay rent or to perform any act after the termination of the Lease shall survive such termination.

EXHIBIT "B"
DESCRIPTION OF DEMISED PREMISES



The Premise(s) are / is CU 12

EXHIBIT "C"
LESSOR'S WORK AND LESSEE'S WORK

Notwithstanding the terms of the Lease and Standard Provisions to the contrary, LESSOR and LESSEE agree as follows:

1. Lessor shall deliver the Premises "As Is", except that Lessor will make all reasonable attempts to install an entry / exit door facing the garage in the location where the current exit door exists. In the event Lessor cannot gain all necessary approvals (City, County, State and/or HOA) then this provision will become null and void.

2. Lessee shall be responsible to complete Lessee's finishes so it may open for business.

EXHIBIT "D"
LEASE GUARANTY

[THIS IS A GENERAL GUARANTY WHICH IS ENFORCEABLE BY LESSOR NAMED HEREIN, ITS SUCCESSORS AND ASSIGNS AND ANY OTHER PERSON OR ENTITY AT ANY TIME HAVING THE RIGHTS OF LESSOR UNDER THE LEASE DESCRIBED BELOW, AND IS ALSO AN ABSOLUTE AND UNCONDITIONAL GUARANTY.]

February THIS GUARANTY AGREEMENT IS FOR THAT CERTAIN LEASE DATED *7*
~~January~~ 2017 (the "Lease"), BETWEEN Costa Center, LLC, AS LANDLORD, AND, Bond and Smolders, LLC AS TENANT, COVERING CU 12 IN The Shops at Casa Costa, Boynton Beach, FLORIDA.

In consideration of the execution of the Lease by LESSOR, the undersigned ("Guarantor") hereby unconditionally guarantees to LESSOR the full and timely performance by LESSEE of all terms and conditions of the Lease, including but not limited to the payment of the rent and all other sums payable by LESSEE. Guarantor acknowledges that it has a financial interest in LESSEE and will benefit from LESSOR entering into the Lease with LESSEE, and that this Guaranty Agreement is a material inducement for LESSOR to enter into the Lease.

Guarantor agrees that (1) this obligation shall be enforceable against Guarantor without the necessity for any suit or proceedings against Tenant and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty Agreement or of any other notice or demand to which Guarantor might otherwise be entitled by reason of being a guarantor, all of which are expressly waived; (2) immediately upon each and every Lease breach or default by Tenant, whether before or during the term of the Lease or thereafter (e.g., in any holdover period), without any notice to or demand on Guarantor, Guarantor will (i) pay to Landlord the sum or sums in arrears, (ii) pay to Landlord all damages, including but not limited to any expenses, costs and fees incurred by Landlord, that may be occasioned by Tenant's nonperformance, and (iii) comply with or perform all terms and conditions of the Lease; (3) no extension, forbearance or leniency extended by Landlord to Tenant shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any Lease breach or default or of any such leniency, forbearance or extension; (4) Landlord and Tenant, without notice to or consent by Guarantor, may at any time(s) enter into modifications, renewals, extensions, amendments and/or other agreements respecting the Lease, and Guarantor shall not be wholly or partially released thereby, it being intended that Guarantor shall continue as guarantor with respect to the Lease as so modified, renewed, extended, amended or otherwise affected and notwithstanding any assignment of the Lease or subletting in whole or in part of the premises demised by the Lease nor any holding over by Tenant beyond the term of the Lease.

The obligations of Guarantor herein shall be co-extensive with those of Tenant under the Lease and shall remain in effect as long as Tenant's obligations under the Lease are in effect. This Guaranty Agreement is continuing, absolute and unconditional and shall continue without being affected by any impairment, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor further agrees to be bound by each and every obligation of Tenant under the Lease, with the same force and effect as if Guarantor were designated in and had executed the Lease as Tenant thereunder.

This Guaranty Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Landlord in exercising any right or remedy under the Lease and/or this Guaranty Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Landlord hereunder and under the Lease shall be cumulative. Until all of Tenant's obligations under the Lease are fully performed, Guarantor waives any rights that it may have against Tenant by reason of Guarantor's compliance with this Guaranty Agreement, and subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

If Guarantor consists of more than one person and/or entity, (a) this Guaranty Agreement shall be binding on all of them jointly and severally, and (b) notice to or from any of them will constitute notice to or from each of them.

To be effective, any notice or other communication to Guarantor must be sent by registered or certified mail, return receipt requested, and shall be addressed to, or such other address as may be designated by Guarantor to Landlord by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be 3 business days after it is deposited in an official United States Mail receptacle, postage prepaid.

To be effective, any notice or other communication to Landlord must be sent by registered or certified mail, return receipt requested, and shall be addressed c/o Merin Hunter Codman, Inc., 1601 Forum Place, Suite 200, West Palm Beach, Florida 33401, or such other address as may be designated by Landlord to Guarantor by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be 3 business days after it is deposited in an official United States Mail receptacle, postage prepaid.

This Guaranty Agreement, which is to be governed by and construed in accordance with the laws of the state in which the leased premises are located (the "Subject State"), shall also bind Guarantor's legal or personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Landlord's successors and assigns and any other person or entity at any time having the rights of Landlord under the Lease.

Guarantor will forthwith pay to Landlord all attorneys' fees and disbursements incurred by Landlord in connection with any breach or default by Tenant under the Lease and/or the enforcement of this Guaranty Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts).

Any sums not paid to Landlord when due hereunder will bear interest at the rate of 15% per annum from the due date until full payment is received by Landlord.

As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor agrees that in any action or proceeding brought on, under or by virtue of this Guaranty Agreement, Guarantor shall and does hereby waive trial by jury and the benefit of any statute of limitations defense, and Guarantor agrees that the applicable courts of the Subject State may have jurisdiction over Guarantor upon appropriate service on Guarantor anywhere in the United States in a manner in accordance with the laws of the Subject State. Without limiting the foregoing, Guarantor hereby irrevocably appoints Tenant as Guarantor's agent for service of process related to this Guaranty Agreement.

This Guaranty Agreement contains the entire agreement between the parties with respect to the matters covered hereby (all prior written and oral agreements between them regarding such matters being superseded hereby), and Guarantor acknowledges that no agent, representative, salesman or officer of Landlord or its property manager has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions herein set forth. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Guaranty Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. If any provision of this Guaranty Agreement shall be held by a court to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and effect. Neither this Guaranty Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought. Guarantor fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any court which may be asked to consider the matter.

GUARANTOR:

_____, Individually

Date of Birth: _____

Social Security No.: _____

GUARANTOR:

Samuel
_____, Individually
Philip van Gmone
Date of Birth: _____
Social Security No.: *1/29/43*

WITNESS:

NAME: *Spencer S Crossma*

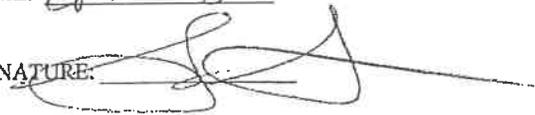
SIGNATURE: 

EXHIBIT 'E'

Tenant shall be allowed to place above mansard signage on the Premises so long as it conforms to all city, county and state regulations.

Landlord shall not unreasonably withhold approval.

EXHIBIT 'F'

Renewal Option

Tenant shall have one (1) option(s) to renew for a period of five (5) year(s) at the then fair market value.

Tenant shall be required to give 180 days prior written notice of its intention to renew. If Tenant has been in economic default at any time during the Lease Term or fails to submit written notification of its intention to renew then Tenant shall forfeit any renewal options hereby granted.



CRA BOARD MEETING OF: March 10, 2020

CONSENT AGENDA

AGENDA ITEM: 10.E.

SUBJECT:

Approval of Commercial Rent Reimbursement Grant Program in the amount of \$14,124 for Magic Scissors Pet Grooming, Inc. d/b/a Jackie's Grooming Spa & Hotel located in Ocean Plaza at 640 E. Ocean Avenue, Unit 18-19

SUMMARY:

The CRA's Commercial Rent Reimbursement Grant Program provides qualified new or expanding businesses located within the CRA District boundaries with rent payment assistance for a maximum period of 12 months and are eligible to apply for assistance for up to six months from the issuance of the City of Boynton Beach Business Tax Receipt.

CRA staff has received a complete grant application from Magic Scissors Pet Grooming, Inc. d/b/a Jackie's Grooming Spa & Hotel located in Ocean Plaza at 640 E. Ocean Avenue, Unit 18-19, Boynton Beach, FL 33435 (see Attachments I - II). Jackie's Grooming Spa & Hotel is dedicated to providing peace and mind for pet owners with pet grooming and pet daycare and boarding options. With over 20 years experience, Jackie is committed to offering the highest quality of comfort and care to your pets.

Under the terms of their Landlord-Tenant Lease Agreement, the base rent required to be paid by the applicant is \$2,354 per month (see Attachment III). Jackie's Grooming Spa & Hotel qualifies as a Tier II business (as specified in the grant application) and would receive reimbursement for one-half of their monthly rent amount or maximum grant amount of \$1,177 per month for a 12 month period, whichever is less.

If approved, Jackie's Grooming Spa & Hotel would be reimbursed in the amount of \$1,177/month for a period of 12 months or a total grant amount of \$14,124 during its first year of business. Grant reimbursements to the approved applicant occur on a quarterly basis with proof of rent payments.

FISCAL IMPACT:

FY 2019 - 2020 Budget, Project Fund, Line Item 02-58400-444, \$14,124

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

Approve the Commercial Rent Reimbursement Grant in the amount not to exceed \$14,124 to Magic Scissors Pet Grooming, Inc. d/b/a Jackie's Grooming Spa & Hotel located in Ocean Plaza at 640 E. Ocean Avenue, Unit 18-19, Boynton Beach, FL 33435.

ATTACHMENTS:**Description**

- ▣ **Attachment I - Commercial Rent Reimbursement Grant Application**
- ▣ **Attachment II - Location Map**
- ▣ **Attachment III - Lease Agreement**



RECEIVED
MAR 03 2020
Boynton Beach CRA

October 1, 2019 – September 30, 2020

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "CRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation.

The CRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the CRA Area. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term "new business" means a company in operation for less than six months or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the CRA Area for a minimum of two years at the time of application and has at least two years remaining on its existing lease.

The Boynton Beach CRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced by the CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Initials

Page 1 of 15

Rent Reimbursement

710 North Federal Highway, Boynton Beach, FL 33435 – Phone: (561) 737 -3256 Fax: (561) 737 -3258

www.catchboynton.com

Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a quarterly rent reimbursement. New businesses are eligible to apply for assistance for up to six months from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a quarterly basis, the CRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank.

The responsibility for all rental payments is between the parties to the lease, (the tenant and the landlord). As grantor, the CRA does not bear or accept any responsibility for payment of rent at any time, or for penalties incurred for the late arrival of payments by any party.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

Initials 

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the CRA Area (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- An existing business must expand to occupy more than 50% of its current square footage size. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the CRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the CRA Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease.
- Proposed leases must be executed within 30 days of CRA Board approval or the grant award is terminated.
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner.
- Grantees shall allow the CRA the rights and use of photos and project application materials.

Initials 

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Any other use that the CRA staff or CRA Board determine will not support the redevelopment of the CRA Area
- Convenience Store
- Churches/places of worship
- Take-out Foods
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Medical Research Centers/Housing
- Massage/Personal Services

Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of CRA Board approval.

Tier One Business

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent or \$1,750 per month, whichever is less (maximum amount of the grant is \$21,000, distributed in four quarterly payments).

Tier One Businesses must be one of the following types of businesses:

- Restaurant
- Bakery
- Gourmet Food Market

Initials 

Tier Two Business

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent or \$1,250 per month, whichever is less (maximum amount of the grant is \$15,000, distributed in four quarterly payments).

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Home Décor/Design – home furnishings, art galleries, kitchen wares
- Accounting Offices
- Real Estate Offices
- Bed and Breakfasts
- Marketing Offices
- Fitness Centers
- Specialty Businesses – stationary, gifts, sporting goods
- Clothing Boutique – clothing, shoes & accessories
- Law Offices
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Medical Offices
- Insurance Offices
- Florists (no more than 2 approvals per fiscal year)

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Initials 

For purposes of this paragraph, the term “subject property” means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the CRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the CRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The CRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

Application Process

Applications can be obtained from the CRA office located at 710 North Federal Highway, Boynton Beach, FL 33435 or downloaded from www.catchboynton.com. All applicants are required to meet with CRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the CRA office.

Initials 

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the CRA Board.

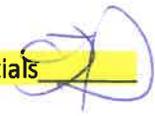
Applicants must submit an original, "hard copy" application with all materials to the CRA for review and approval by the CRA Board. Applicants will be considered on a first-come, first served basis. Application packets must include the following documentation:

1. A non-refundable fee of \$100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
 2. Resume for each principal/owner of the business.
 3. Copy of the corporate documents for the applying business entity.
 4. Copy of City and County Business Licenses (Business Tax Receipt). *
 5. Copy of executed multi-year commercial lease agreement.
 6. ~~Two years of corporate tax returns (for existing businesses only).~~
 7. Two years of personal tax returns for the principal/owners of a new business. 17/18
 8. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
- ~~9.~~ If applicant is an existing business expanding to occupy more than 50% of its current square footage size, verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the CRA Board if the tenant is losing their current space due to redevelopment of the site.
10. Completed and signed application (attached).
 11. Authorization to perform credit check for the business and each principal/owner of the business (attached).
 12. W9 Form (attached).

JAN 30 5:30PM

Approval of Funding Request

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. CRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, CRA staff will present the funding request to the CRA Board for review and potential approval.

Initials 

The CRA Board meets on the second Tuesday of each month. The schedule for CRA Board meetings can be obtained at www.catchboynton.com. Applicants will be notified of the date and time that their applications will be considered by the CRA Board.

The CRA recommends that applicants attend the CRA Board meeting during which the Board will consider their applications in order to answer any questions the CRA Board may have regarding their applications. CRA staff will notify the applicant of the CRA Board's approval or denial in writing.

Site Visits

CRA may conduct a site visit prior to transmitting the application to the CRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Reimbursement

Quarterly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to CRA Board approval. A maximum of 12 consecutive monthly rent payments are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a quarterly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next quarter beginning on January 1st, April 1st, July 1st and October 1st.

Months Eligible for Reimbursement

- October, November, December
- January, February, March
- April, May, June
- July, August, September

Deadline to Submit for Reimbursement

- January 30th
- April 30th
- July 30th
- October 30th

Initials 

In order to receive quarterly rent reimbursement the grant applicant must submit the following:

1. Written request for reimbursement.
2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that quarter's reimbursement or proof of direct deposit).

If applicant does not submit its quarterly reimbursement request within 30 days following the end of the quarter in which applicant is requesting reimbursement, applicant forfeits that quarter's reimbursement.

Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The CRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the property. Nor shall issuance of a grant result in any obligation on the part of the CRA to any third party. The CRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank warranty is sufficient assurance for the CRA to award grant funding.

Initials 



APPLICANT INFORMATION

BUSINESS INFORMATION:

Business Name (d/b/a if applicable):

Magic Scissors Pet Grooming INC.
Jackie's Grooming Spa & Hotel (d/b/a)

Current Business Address:

640 East Ocean Ave. Ste 18
Boynton Beach FL 33435

Fed ID#: 83-3628637

Business Phone Number: 561 739-8663 Fax: _____

Website: www.JackiesGroomingSpaHotel.com

Existing Business: Yes _____ No _____ Number of years in existence: _____

Time at Current Location: _____

New Business to Boynton Beach: Yes _____ No _____

Do you have an executed lease agreement: Yes _____ No _____

If so, monthly base rent: \$2354.00

New Business Address:

640 East Ocean Ave #18 Boynton Beach, FL
33435

Square footage of current location: 1440 Square footage of new location: _____

Type of Business: Grooming, Boarding, Day care

Number of Employees: 1 Hours of Operation: 8:30 am to 5 Pm.



APPLICANT INFORMATION

PRINCIPAL/OWNER INFORMATION:

(If more than 4 principals/owners additional sheets may be used)

- 1. Principal/Owner Name: Jacqueline De Jesus
Date of Birth: 07/19/75 Email: Sackie.dejesus88@yahoo.com
Residential Address: 4046 Arthonium Ave Lake worth FL
33462
Cell Phone Number: 561 900 4345

- 2. Principal/Owner Name: _____
Date of Birth: _____ Email: N/A
Residential Address: _____

Cell Phone Number: _____

- 3. Principal/Owner Name: _____
Date of Birth: _____ Email: N/A
Residential Address: _____

Cell Phone Number: _____

- 4. Principal/Owner Name: _____
Date of Birth: _____ Email: N/A
Residential Address: _____

Cell Phone Number: _____



APPLICANT INFORMATION

Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer furthering the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.



APPLICANT INFORMATION

APPLICANT SIGNATURES:

- 1. Principal/Owner's Signature Date
Printed Name Title
2. Principal/Owner's Signature Date
Printed Name Title
3. Principal/Owner's Signature Date
Printed Name Title
4. Principal/Owner's Signature Date
Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared JAQUELINE DE JESUS, who is/are personally known to me or produced as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 02 day of MARCH, 2020.



Bonnie Nicklien
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG108394
Expires 5/25/2021
Page 14 of 15

NOTARY PUBLIC
My Commission Expires:



APPLICANT INFORMATION

Are you applying for grant assistant under any other program offered by the CRA?

- Yes _____ No If yes, what additional programs are you applying for:

Are you receiving grant assistance under any other governmental agencies: Yes __ No

If yes, list any additional grant sources and amounts:

LANDLORD INFORMATION:

Landlord Name: Robert Webb

Landlord's Mailing Address:

Landlord's Phone Number: 561 248 0537

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach



LANLORD INFORMATION

LANDLORD SIGNATURES:

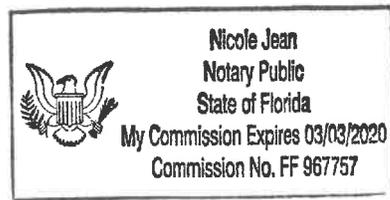
- 1. Landlord's Signature, Date, Printed Name, Title (with handwritten entries: Robert Webb, 2-12-20, Four Saw Plaza G40 LLC, owner/manager)
2. Landlord's Signature, Date, Printed Name, Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Robert Webb, who is/are personally known to me or produced FL/DL as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 12th day of February 2020.



NOTARY PUBLIC
My Commission Expires: 03/03/2020



Search by Owner, Address or Parcel



[View Property Record](#)

Owners

FOUR SONS PLAZA 640 LLC

Property de

Location 640 E OCEAN AVE 1
Municipality BOYNTON BEACH
Parcel No. 08434527040000560
Subdivision LAWNS
Book 27168
Sale Date NOV-2014
Mailing Address 3613 S MILITARY TR
LAKE WORTH FL 334
Use Type 1100 - STORES
Total Square Feet 17204

Sales Informa

Sales Date
NOV-2014 201
JAN-2002 78
JAN-2002 10
JAN-1975 18

Appraisal

Tax Year
Improvement Value
Land Value
Total Market Value

P = Preliminary All values are as of J

Assessed/Taxabl

Tax Year
Assessed Value
Exemption Amount
Taxable Value

Taxes

Tax Year
Ad Valorem
Non Ad Valorem
Total tax



THIS LEASE AGREEMENT, made and entered into this 1ST day of January, 2020, by and between **Four Sons Plaza LLC** or it's successors, hereinafter referred to as *Landlord*, whose address is PO BOX 211685, Royal Palm Beach, Florida 33421 and Indries Grocery Spa & Hair, hereinafter referred to as *Tenant*, whose address is 640 East Ocean Ave Bays 18-19, Florida Boca Raton.

A/T/A
Magik Scissors Pet Grooming Inc

WITNESSETH:

FOR VALUE RECEIVED, it is hereby agreed that:

PREMISES

1. The Landlord, by these presents does hereby lease and rent unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property:

640 East Ocean Ave Bays 18-19
Boca Raton Beach FL 33435

hereinafter called the *Demised Premises* or *Leased Premises*. Said Demised Premises being a part of Ocean Plaza located in **Palm Beach County, Boca Raton Beach, Florida**.

The Tenant agrees that at all times during the term of this Lease it shall, at it's own cost and expense:

(a) Obtain and maintain in effect all permits and licenses necessary for the operation of Tenant's business as herein provided.

(b) Comply with all rules and regulations for the use and occupancy of the Shopping Center/Office as Landlord, in its sole discretion, from time to time promulgates for the best interests of the Shopping Center/Office. Landlord shall have no liability for violation by any other tenant of the Shopping Center/Office of any rules or regulations nor shall such violation or the waiver thereof excuse Tenant from compliance.

(c) Be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or property of any kind owned by or placed in, upon or about the Leased Premises by the Tenant.

(d) Neither encumber nor obstruct the sidewalks adjoining said premises nor allow the same to be obstructed or encumbered in any manner, and keep said sidewalks free of rubbish and dirt. The Tenant shall not place or cause to be placed any merchandise, vending machines, or anything on the sidewalk or exterior of premises without written consent of the Landlord.

TERM

2. (a) The term of this Lease shall be for Three (3) years commencing on the "Commencement Date" which shall be 1-1-20. If the Commencement Date does not occur on the first day of a month, the Tenant shall pay rent for the fractional month on a per diem basis calculated on the basis of a 30-day month until the first day of the month when the term hereunder commences; and thereafter the minimum rent shall be paid in equal installments on the first day of each and every month in advance.

Each of the parties hereto agrees that, upon the Commencement Date of this Lease or from

Each of the parties hereto agrees that, upon the Commencement Date of this Lease or from time to time thereafter, upon the reasonable request of the other party, it will execute and deliver such further instruments as may be appropriate setting forth the date of commencement and the date of expiration of the terms of this Lease.

(b) In the event Tenant receives notice that the Leased Premises are ready for occupancy as herein defined and fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then the Landlord shall have, in addition to any and all remedies herein provided, the right at it's option to collect not only the minimum rental per day for each and every day that the Tenant shall fail to commence to do business as herein provided.

RENTAL

3. a) Beginning with the "Commencement Date" as herein above provided and throughout the term hereof, Tenant agrees to pay to Landlord, or it's agents, at the address first above written, or at any other place designated by Landlord in writing, a monthly rental of Two Thousand Nine Hundred Fifty Four Dollars (\$2354 -) *Gross* in advance on the first day of each month. (see Paragraph 36)

As security for the faithful performance by Tenant of all the terms and conditions upon the Tenant's part to be performed, Tenant has this day deposited with Landlord the sum Two Thousand Three Hundred Fifty Four Dollars (\$2354 -) *Gross* which shall be returned to Tenant, without interest, on the day set forth for the expiration of the term herein notwithstanding this Lease may be sooner terminated; provided, however, that Tenant has fully and faithfully carried out all of the terms, covenants and conditions on it's part to be performed. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount applied so that Landlord shall have the full deposit on hand at all times during the term of this Lease. Tenant's failure to make such deposit within five (5) days after demand by Landlord shall, at the option of the Landlord, constitute a breach of this Lease.

(b) Taxes. Tenant pay as additional rent, within ten (10) days after demand is made by Landlord, it's proportionate share of all real property taxes levied or assessed against the land and improvements in the Shopping Center/Office for any calendar year during the term of this Lease. Tenant shall pay as additional rent within the time limit stated above, any and all assessments and/or taxes levied against Landlord for any reason whatsoever, by any municipal or governmental agency, as a direct result of the operation and existence of Tenant's business. The proportion to be paid is based upon the ratio of the square feet of the Leased Premises to the total square feet of leasable building space in the Shopping Center/Office. Tenant shall pay all assessments and all taxes levied on it's own personal property. Tenant shall further pay any tax that may be levied or assessed upon the rent reserved thereunder by any governmental authority acting under any present or future laws as a substitute in whole or in part for any real estate taxes. (see Paragraph 37 regarding payment of estimated amount on a monthly basis). *Gross rent*

(c) Tenant agrees to pay to Landlord, as additional rental, in the same manner as set forth in Subparagraph B hereof, it's proportionate share of all liability, fire and extended coverage insurance determined by Landlord to be required or beneficial to Landlord or Tenant in connection with the buildings. *Gross rent*

* see page 2a attached hereto and made a part hereof

Tenant has the right to terminate lease with 60 Day notice.

(d) Tenant To Bear Pro-Rata Share of Shopping Center/Office Operating Costs. In each lease year or partial lease year, as defined herein, Tenant will pay to Landlord, in addition to all other rentals specified in this Article 3, as further additional rent, a portion of the "Shopping Center/Office Operating Cost", as defined below calculated by multiplying the total Shopping Center/Office Operating Cost by a fraction, the numerator of which shall be the number of square feet contained in the Leased Premises, and the denominator of which shall be the aggregate number of square feet of leasable building space in the Shopping Center/Office. Such payment shall be made as provided hereinafter.

Landlord shall operate, maintain and repair the Common Areas in such manner as Landlord shall, in its sole discretion determine. For these services Tenant shall pay as additional rent it's proportionate share of the "Shopping Center/Office Operating Cost" from and after the Commencement Date and continuing during the term of this Lease, including any period during which Tenant shall transact business in the Leased Premises prior to the Commencement Date of the term of this Lease. For the purposes of this Article, the term "Shopping Center/Office Operating Cost" shall include but not be limited to, the costs and expenses of the following subsections (1) through (10) are for definition only and are not to be constructed to as to impose any obligations on Landlord:

(1) garbage and trash removal; maintenance, repair and replacement of all parking lot surfaces, service areas and courts, including cleaning, sweeping, painting, striping and repaving; maintenance, repair and replacement of sidewalks, curbs, guardrails, bumpers, fences, screens, flagpoles, bicycle racks, Shopping Center/Office identification signs, directional signs, traffic signals, and other traffic markers and signs;

(2) maintenance, repair and replacement of the (i) storm and sanitary drainage systems, including disposal plants and life stations and retention ponds or basins; (ii) irrigation systems; (iii) electrical, gas, water and telephone systems; (iv) lighting systems including bulbs, poles and fixtures; (v) emergency water and sprinkler systems; (vi) other utility systems (vii) heating, ventilating and air conditioning systems; and (viii) security systems, including any utility charges in connection with any of the foregoing systems;

(3) and interior and exterior planting, replanting and replacing of flowers, shrubbery, plants, trees other landscaping;

(4) maintenance, repair, replacement and substitution of and for all portions of the stores, both interior and exterior, in the Shopping Center/Office excluding the Leased Premises and premises leased to other tenants, including, but not limited to, floors, floor coverings, ceilings, walls, roofs and roof flashings, canopies, skylights, signs, planters, benches, fountains, elevators, escalators and stairs, fire exits, doors and hardware, windows, glass and glazing;

(5) premiums or contributions for insurance, including, without limitation, liability insurance for personal injury, death and property damage; insurance against liability for defamation and claims of false arrest occurring in and about the Common Areas; workmen's compensation; broad form and peril insurance covering the Common Areas in the Shopping Center/Office which may include flood insurance, earthquake insurance, boiler insurance and/or rent insurance as is commonly provided in an All-Risk type policy for the purposes of the provision of subsection (5), Common Area shall be deemed to include the Leased Premises and premises leased to other tenants;

(6) real estate taxes as defined in Section 3(b) of this Lease imposed upon the Landlord and buildings for any calendar year during the term of this Lease;

(7) maintenance, repair and acquisition costs rental fees and/or purchase price or in lieu of purchase price, the annual depreciation allocable thereto of all security devises, machinery and equipment used in the operation and maintenance of the Common Areas, and all personal property taxes and other charges incurred in connection with such security

devices, machinery and equipment;

(8) all license and permit fees, and all parking surcharges that may result from any environmental or other laws, rules, regulations, guidelines or orders; the cost of obtaining and operating public transportation or shuttle bus systems as used in connection with bringing customers to the Shopping Center/Office or if required by any environmental or other laws, rules, regulations, guidelines or orders;

(9) installation and operation of music program service and loudspeaker systems;

(10) personnel, if any, including, without limitation, security and maintenance people on the Shopping Center/Office, the Shopping Center/Office manager and assistant Shopping Center/Office manager, or a management fee in lieu thereof, secretaries and Shopping Center/Office management bookkeepers including, without limitation, the payroll taxes and employee benefits of such personnel; and

(11) Landlord's administrative overhead in an amount equal of ten (10%) percent of the total Shopping Center/Office Operating Cost.

Notwithstanding the foregoing provisions, Shopping Center/Office Operating Cost shall not include:

(i) depreciation other than depreciation as above specified;

(ii) costs of repairing and replacing to the extent that proceeds of insurance or condemnation awards are received therefore;

(iii) costs of a capital nature to the extent they improve the Common Areas to beyond their original condition or utility as they may be made from time to time by Landlord;

(iv) costs incurred by Landlord in the construction of the Shopping Center/Office and Landlord's work in the Leased Premises;

(v) the cost to Landlord of readying other tenant space for occupancy. Landlord shall estimate the proportion of the Shopping Center/Office Operating costs attributable to Tenant and Tenant shall pay one-twelfth (1/12) thereof monthly in advance, together with the payment of Fixed Minimum Annual Rental. After the end of each calendar year, Landlord shall furnish Tenant a statement of the actual Shopping Center/Office Operating Cost and there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period. If the Commencement Date occurs in the calendar year during which the Shopping Center/Office initially opens for business, then the Shopping Center/Office Operating costs for such partial calendar year shall be reduced by a fraction, the numerator of which shall be the number of days from the Commencement Date through the following December 31st and the denominator of which shall be the number of days from the date the Shopping Center/Office opened for business through the following December 31st. Tenant's obligations with respect to payments due during the term of this Lease pursuant to this Article shall survive the expiration or termination of this Lease.

(e) Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be so designated, shall be considered "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, be collectible as additional rent with the next installment of Minimum Annual Rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

(f) Tenant shall pay to Landlord, in addition to and along with any and all rental

otherwise payable hereunder, any excise, transaction, sales, or privilege taxes, other than income and estate taxes, now or hereinafter imposed by any government or governmental agency upon Landlord and attributable to or measured by rent or other charges or prorations payable by Tenant hereunder.

(g) In the event Tenant is late in the payment of rent or other sums of money required to be paid under this Lease, Tenant agrees to pay to Landlord a late charge of five cents for each dollar of each payment five days or more in arrears. Said payment shall be to cover extra expenses incurred by Landlord in handling delinquent payments. In addition to the late charge referred to above, any and all payments in arrears for more than fifteen (15) days shall bear interest, payable as rent to Landlord at the highest interest rate the Landlord is allowed to charge under applicable law; provided, however, that said interest rate shall in no event exceed fifteen (15%) percent per annum. The provisions of this Section are available to Landlord in the event of Tenant's default as provided for under this Lease.

TENANT IMPROVEMENTS

4. Tenant accepts the Leased Premises on an "as-is" basis. Tenant shall, at Tenant's expense, complete all necessary Tenant improvements so as to complete construction of the Leased Premises as a completed unit, in a good and workmanlike manner, and in compliance with all rules, regulations and ordinances of any governmental agency or department having jurisdiction. All plans and specifications for Tenant improvements shall be subject to approval by Landlord, which approval shall not be unreasonably withheld.

SITE PLAN

5. The purpose of the site plan attached hereto as Exhibit "A" is to show the approximate location of the Leased Premises. Landlord reserves the right at any time to relocate the various buildings, automobile parking areas, and other common areas as shown on said site plan. Notations and designations found thereon are intended only for the convenience of the Landlord and in no way define, limit, construe or describe the scope or extent or in any way affect this Lease.

FIXTURES

6. All fixtures installed by Tenant shall be new or reasonably reconditioned. Tenant shall not make or cause to be made any alterations, additions, or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings, or make any changes to the storefront without first obtaining Landlord's written approval and consent, not to be unreasonably withheld. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

All alterations, decorations, additions or improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under the Lease, shall remain the property of the Tenant for the term of the Lease or any extension or renewal thereof. The Tenant shall at all times maintain fire insurance with extended coverage naming the Landlord as an additional insured and the Tenant, in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss.

Tenant shall deliver to the Landlord certificates of such fire insurance policies which shall contain a clause requiring the insurer to give Landlord ten days' notice of cancellation of such policies. Such alterations, decorations, additions and improvements shall not be removed from the premises without prior consent in writing from the Landlord.

If after default in payment of rent or violation of an other provisions of this Lease, or upon the expiration of this Lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures, signs or other property prior to such said default, removal, expiration of lease, or prior to the issuance of final order or execution of warrant, then and in that event, the said fixtures, signs and property shall be deemed abandoned by Tenant and shall become the property of the Landlord, or Landlord may notify Tenant to remove same at Tenant's own cost and expense, and upon the failure of Tenant to do so, Landlord may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Tenant, at Tenant's expense.

ALTERATIONS

7. (a). Tenant may, at it's expense, make such alterations and improvements to the Demised Premises and install interior partitions as it may require, provided the written approval of the Landlord, such approval shall not be unreasonably withheld, be first obtained and that such improvements and alterations are done in a workmanlike manner in keeping with all building codes and regulations and in no way harm the structure of the Demised Premises, provided that at the expiration of this Lease or any extension thereof, Tenant, at it's expense, restores the within Demised Premises to it's original condition and repairs any damage to the premises resulting from the installation or removal of such partitions, fixtures, or equipment as may have been installed by Tenant, if requested to do so by Landlord

The Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and no mechanic's or other lien for any such labor or materials shall attached to or effect the reversion or other estate or interest of the Landlord in and to the leased property, based upon any act or interest of the Tenant or of anyone claiming through the Tenant, or if any security agreement shall have been filed for or effecting any materials, machinery, or fixtures used thereto by the Tenant, the Tenant shall immediately take such action by bonding, deposit or payment as will remove the lien or security agreement. If the Tenant has not removed the lien within ten days after notice to the Tenant, the Landlord may pay the amount of such mechanic's lien or security agreement or discharge the same by deposit, and the amount so paid or deposited, with interest thereon, shall be deemed additional rent reserved under this Lease, and shall be payable forthwith with interest at the highest legal rate from the date of such advance, and with the same remedies to the Landlord as in the case of default in the payment of rent as herein provided.

(b). Tenant shall at all times keep the Leased Premises including maintenance of exterior entrances, all glass and window moldings, and all partitions, doors, fixtures, equipment and appurtenances thereof including lighting, heating and plumbing fixtures, escalators, elevators, and any air conditioning system in good order, condition and repair including reasonably periodic painting as determined by Landlord, except for structural portions of the premises which shall be maintained by Landlord, but if Landlord is required to make repairs to structural portions by reason of the acts or omissions of Tenant, it's agents, employees or invitees, Landlord may add the cost of such repairs to the rent which shall thereafter become due.

LANDLORD/TENANT RESPONSIBILITIES TO PREMISES

8. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall at once report in writing to Landlord any defective condition known to him which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect.

Notwithstanding any provision in this Lease to the contrary, Landlord shall not be responsible or liable to Tenant for any injury or damage from acts or omissions of persons occupying the property adjoining the Leased Premises or any part of the building of which the Leased

Premises is a part, or for any injury or damage resulting to the Tenant, or its property, from bursting, stoppage, or leaking of water, gas, sewer, or steam pipes or from any structural defect in the roof, exterior walls or the like. Except as caused by whole or in part by the actions or inactions of Landlord.

USE

Day Grooming / Salon

9. (a) Premises shall be used for _____ and no other without the prior written consent of Landlord. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on premises, and subject to right of other Tenant's issues.

(b) Tenant shall operate 100% of the Leased Premises during the entire term of this Lease with due diligence and efficiency ~~so as to produce all of the gross sales which may be produced by such manner of operation,~~ unless prevented from doing so by causes beyond Tenant's control. Tenant shall conduct its business in the Leased Premises during the regular customary days and hours for such type of business in the city or trade area in which the Shopping Center/Office is located and will keep the Leased Premises open for business during the same days, nights and hours as the majority of the chains and department stores located in the Shopping Center/Office.

(c) During the term of this Lease Tenant shall not directly or indirectly engage in any similar or competing business within a radius of three miles from the outside boundary of the Shopping Center/Office. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the Shopping Center/Office.

(d) Tenant will not at any time use or occupy the Demised Premises in violation of the certificate of occupancy issued for the building of which the Demised Premises form a part. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if failure to procure such license or permit might or would, in any way, affect Landlord, the Shopping Center/Office or the Leased Premises, then Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit. Tenant shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the premises hereby leased and the cleanliness, safety, occupancy and use of same, including, without limitation, any zoning laws and ordinances affecting the Premises.

(e) Tenant, at Tenant's sole cost and expense, shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Leased Premises and the cleanliness, safety, occupancy, alteration and use of same, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), as more fully set forth below, and the Clean Air Act. Tenant, at its sole cost and expense, shall be responsible for complying with all applicable provisions of the ADA relating to: (A) the physical condition of the Leased Premises; (B) Tenant's policies and the operation of its business in or from the Leased Premises; and (C) Tenant's employment and employment related practices. Landlord shall have no responsibility whatsoever for compliance with the ADA within the Leased Premises. Tenant shall indemnify, defend and hold harmless, Landlord from and against any and all claims, actions, damages, liability, cost and expense, including attorney fees, in connection with or resulting from compliance or noncompliance with the ADA relating to those matters described in Sub-parts (A), (B), and (C) above.

(f) Tenant agrees that Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display, if, in Landlord's opinion, the continued use thereof would impair the reputation of the Shopping Center/Office as a desirable place to shop or is otherwise out of harmony with the general character thereof, and upon notice from Landlord, Tenant shall forthwith refrain from

or discontinue such activities.

CONDITIONS TO GRANT

10. The provisions against subletting elsewhere contained in this Lease shall not prohibit Tenant from granting concessions for the operation of one or more departments of the business which Tenant is permitted by this Lease to conduct in or upon the Leased Premises; provided, however, that (a) each such concession may be granted only upon receipt by Tenant of the written consent of the Landlord and shall be subject to all the terms and provisions of this Lease; ~~(b) the gross receipts of Tenant for the purpose of determining the additional rental payable to Landlord shall include gross receipts of such concessionaires; (c) all of the provisions hereof applying to the business of Tenant including the provisions concerning reports and audits shall apply to each such concession; and (d) at least 75% of the sales floor area of the Leased Premises shall at all times be devoted to the business of and be operated by Tenant.~~

Tenant expressly covenants that it will not assign, mortgage or encumber this agreement nor under-let, suffer or permit the Demised Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance.

If this Lease be assigned or if the Demised Premises or any party thereof be under-let or occupied by anyone other than Tenant without the express written consent of Landlord had and obtained, Landlord may collect rent from the assignee, under-tenant, or occupant and apply the net amount collected to all rent herein reserved, but no assignment, under-letting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, under-tenant, or occupant as Tenant, or a release of the performance of the covenants on Tenant's part herein contained.

In the event the Landlord's written consent is given to an assignment or subletting, the Tenant shall nevertheless remain liable to perform all covenants and conditions thereto and to guarantee such performance by his assignee or sub-tenant.

QUIET ENJOYMENT

11. The Landlord covenants that the Tenant, upon payment of the rent and additional rent above reserved, upon the due performance of the covenants and agreements herein contained, shall and may at all times during the term hereby granted peaceably and quietly have, hold and enjoy the Demised Premises for the term of this Lease. However, the Landlord shall have no liability whatsoever to the Tenant for any breach of this covenant occasioned by the acts or omissions of any transferee, successor, or assignee of the Tenant.

TENANT NEGLECT

12. If Tenant refuses or neglects to repair property as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repair without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus 20% for overhead, upon presentation of bill therefore, as additional rent payable with the next rent payment due under this Lease. Said bill shall include interest at the highest legal rate on said cost from the date of completion of repairs by Landlord.

UTILITIES

13. Tenant shall be solely responsible for and promptly pay all charges for heat, water,

gas, electricity and/or any other utility used or consumed in the Leased Premises. Should Landlord elect to supply the water, gas, heat, electricity and/or any other utility used or consumed in the Leased Premises, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Landlord with the proper regulatory authority.

In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Leased Premises unless caused by the actions or inactions of the Landlord. The Tenant shall use reasonable diligence in the conservation of these utilities. Nothing contained in this Section shall be construed as a representation by Landlord that any of said utilities are available at the premises. Tenant agrees to keep the Demised Premises heated and air-conditioned at such levels as may be reasonably required by the Landlord to protect the buildings and prevent dissipation of the heat and air-conditioning in those areas immediately adjacent to the premises.

INSURANCE

14. (a) Liability Insurance. Tenant shall, during the entire term hereof, keep in full force and effect: bodily injury and public liability insurance in an amount not less than **ONE MILLION DOLLARS (\$1,000,000.00)** per accident and injury; property damage insurance in an amount not less than **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**; and workman's compensation insurance in the maximum amount permitted under law. The policy shall name Landlord, and any appropriate person, firm or corporation designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the Commencement Date. In no event shall the limits of said insurance policy be considered a limitation of liability of Tenant under this Lease. Landlord shall maintain public liability insurance either through the purchase of insurance or a self-insurance plan on the Common Areas providing coverage in such amounts as may be determined by Landlord, but in no event less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, against liability for injury to or death of any one person and **ONE MILLION DOLLARS (\$1,000,000.00)** for any one occurrence, or in lieu of the foregoing a combined single bond of at least **ONE MILLION DOLLARS (\$1,000,000.00)**.

(b) Plate Glass Insurance. The replacement of any plate glass damaged or broken from any cause whatsoever in and about the Leased Premises shall be Tenant's responsibility. Tenant shall, during the entire term hereof, keep in full force and effect a policy of plate glass insurance covering all the plate glass of the Leased Premises, in amounts satisfactory to Landlord. The policy shall name Landlord and any appropriate person, firm or corporation designated by Landlord and Tenant, as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company approved by the Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the Commencement Date.

(c) All Risk Insurance. Tenant shall at all times during the term hereof, and at its own cost and expense, maintain in effect policies of insurance covering its fixtures and equipment located on the Leased Premises, in an amount not less than one hundred (100%) percent of their actual cash value, providing protection against any peril included within the standard classification of "All Risk" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the fixtures and equipment so insured.

~~**(d) Rent Insurance.** The Tenant shall provide the Landlord with rent insurance against loss of rent due to fire and risks now or hereafter embraced by "All Risk coverage" in an amount equal to the amount of Fixed Minimum Annual Rent to be paid by Tenant together~~

~~with the annual ad valorem and real estate taxes, and Shopping Center/Office Operating Costs, and all other charges payable as additional rent under this Lease for one (1) year after such an occurrence. All rent insurance policies provided for herein shall name the Landlord as insured and shall provide for monthly payment of loss to the Landlord, to the extent of the Tenant's monthly obligations hereunder.~~

~~(e) Liquor Liability Insurance Coverage. If the Tenant is engaged in the sale of alcoholic beverages, whether for consumption on the Leased Premises or for package sales, the Tenant shall provide the Landlord with a liquor liability insurance policy, naming the Landlord as an insured for all sums which the Tenant or Landlord shall become legally obligated to pay as compensatory or punitive damages due to injury sustained by any person if such liability is imposed upon the Tenant or the Landlord by reason of the selling, serving, or giving of any alcoholic beverage at or from the Leased Premises.~~

(f) Increase to Fire Insurance Premium. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises an article which may be prohibited by the standard form of All Risk insurance policy. Tenant agrees to pay any increase in premiums for All Risk insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on said Leased Premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the Leased Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises. Tenant agrees to promptly make, at Tenant's cost, any repairs, alterations, changes and/or improvements to Tenant's equipment in the Leased Premises required by the company issuing Landlord's All Risk insurance so as to avoid the cancellation of or the increase in premiums on said insurance.

In the event Tenant's occupation and use of the Leased Premises causes any increase of premium in the fire and/or casualty insurance rates on the Leased Premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium on the fire and/or casualty insurance policies by reason thereof. The Tenant shall also pay in such event, any additional premium on protection against rent loss. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect and shall be due from and payable by Tenant when rendered, and the amount thereof shall be deemed to be additional rent.

(g) Waiver of Subrogation. Landlord and Tenant waive, unless said waiver should invalidate any such insurance, their right to recover damages against each other to the extent the damaged party recovers for same from its insurance carrier. Any insurance policy procured by either Tenant or Landlord which does not name the other as a named insured shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company, including but not limited to Tenant's workmen's compensation carrier, against Landlord or Tenant, whichever the case may be. All public liability and property damage policies shall contain an endorsement that either party, although named as an insured, shall nevertheless be entitled to recover for damages caused by the negligence of either party.

INSURANCE DEFAULT BY TENANT

15. On default by Tenant in obtaining any insurance required hereunder or delivering any policies or paying the premiums or other charges thereon as aforesaid, it shall be the privilege, though not the obligation, of Landlord to effect fully such insurance and likewise to pay any premiums or charges thereon. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the highest legal rate from the respective dates of Landlord's making of each such payment, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

DESTRUCTION OF PREMISES

16. If all or part of the Leased Premises is damaged or destroyed by fire or other casualty, this Lease and all of its terms, covenants and conditions shall, subject to the provisions hereinafter set forth, continue in full force and effect.

(a) In the event that the damage to the shopping center of which the Leased Premises is a part is so extensive as to amount practically to the substantial destruction of the Shopping Center/Office, then and in that event, this Lease shall cease and the rent shall be apportioned to the time of the destruction.

(b) In the event that the Shopping Center/Office is not so destroyed as to require that the Lease be terminated as provided for in (a) above, then, provided that such loss is insured and that all of the proceeds of said insurance coverage are made available to the Landlord by any fee or leasehold mortgagee whose interest may be superior to the Landlord; and provided the destruction does not result in a termination or cancellation of an underlying ground lease, if any; and further provided that the term of this Lease shall have at least three (3) years to run or in the event that said Lease is in its last three years provided that the Tenant herein agrees to extend the term of this Lease in accordance with the terms and conditions of the section of this Lease dealing with Option to Renew, if any, then and in that event the Landlord shall repair and rebuild to Shopping Center/Office with reasonable diligence.

~~(c) In the event of any loss or destruction to a principal "anchor" tenant in the Shopping Center/Office is such that the lease of said principal Tenant is terminated, then and in that event Landlord may at its sole option elect to terminate this Lease effective the date of loss.~~

(d) In the event of any loss or destruction which is not provided for in Sections (a), (b) and (c) above, the Landlord may at its sole option elect to terminate this Lease effective the date of loss or elect to repair the premises and have said Lease continue in full force and effect subject to the provisions herein.

To the extent that the loss or destruction of the Shopping Center/Office of which the Leased Premises is a part substantially interferes with the operation of the Tenant's business, thus required the Tenant to temporarily close its business to the public, the fixed minimum rental shall be abated from the date of such closing to the date the damage shall have been substantially repaired so as to enable the Tenant to continue its business.

Tenant acknowledges and agrees that Landlord will not carry insurance of any kind on Tenant's furniture and furnishings or on any trade fixtures, equipment, improvements or appurtenances removable by Tenant under the provisions of this Lease, and that Landlord shall not be obligated to repair any damage thereto or replace the same except in the event of Landlord's gross negligence or misconduct.

SUBORDINATION

17. This Lease is subject and subordinate to all ground or underlying leases which may now or hereinafter affect the real property of which the Demised Premises form a part and to all mortgages which may now or hereinafter affect such leases or the real property of which the Demised Premises form a part and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that such mortgages shall provide that this Lease may not be cut off by foreclosure so long as Tenant shall not be in default in the performance of any Tenant's obligations hereunder. This clause shall be self-operative and no further instrument of subordination shall be required by mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord or mortgagee may request. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to

execute any such certificate or certificates for and on behalf of Tenant.

Tenant agrees that at any time and from time to time within ten days following written notice from the Landlord it will execute, acknowledge and deliver to Landlord or any proposed mortgagee or purchaser, in recordable form, a statement in writing certifying that this Lease is unmodified and in full force and effect or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications, that there are no defenses or offsets thereto or stating those claimed by Tenant and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not the Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default and setting forth such other matters and information as may be reasonably required from a prospective mortgagee or purchaser of the Shopping Center/Office, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee or any mortgagee thereof or any assignee of any mortgage upon the fee of the Demised Premises.

Failure by the Tenant to comply with the provisions of this Section shall make the Tenant liable for all costs and damages suffered by the Landlord as a result of said failure to act.

CONDEMNATION

18. In the event that the whole of the Shopping Center/Office shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of actual taking. In the event of a condemnation or taking of a substantial part of the Demised Premises so as to destroy the usefulness of the premises for the purpose for which the premises were leased. Tenant shall have the right, by delivery of notice in writing to Landlord with thirty (30) days after the vesting of title, to terminate this Lease and the term and estate hereby granted as of the date of actual taking.

If the whole of the Common Areas in the Shopping Center/Office shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the Leased Premises, and such substantially equal parking facilities shall be proved by Landlord at its own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect. In any event, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

In the event of a partial condemnation which is not substantial enough to destroy the usefulness of the premises for the purposes for which they were leased, or in the event Tenant shall not terminate this Lease within the time above limited, Landlord shall, provided that the proceeds of the condemnation award are made available to the Landlord by any fee or leasehold mortgagee whose interest may be superior to that of the Landlord; and further provided that the condemnation does not result in a termination or cancellation of any underlying ground lease, promptly, but subject to reasonable delays, restore the Demised Premises to an architectural unit as nearly like its condition prior to such taking as shall be practicable, not including Tenant's fixtures, furnishings, floor coverings, equipment, stock, or other personalty, and this Lease shall continue in full force and effect, except that, effective as of the date of actual taking, the fixed minimum rent shall be diminished by the amount representing the part of said rent applicable to that portion, if any, of the Demised Premises which is so condemned or taken.

In the event of termination in any of the cases herein above provided, this Lease and the term and estate hereby granted shall expire as of such taking in the same manner and with the same effect as if that were the date hereinbefore set for the expiration of the term of this

Lease, and the rent shall be apportioned as of such date.

In the event of any condemnation or taking mentioned in this Section, whether or not this Lease shall be terminated, Landlord shall be entitled to receive the entire award in the condemnation proceeding without deduction therefrom for any estate vested by this Lease in Tenant, and Tenant shall receive no part of such award. Tenant hereby expressly assigns to Landlord any and all right, title, and interest of Tenant now or hereafter arising in or to any such award or any part hereof.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises.

Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, as well as any award given for the unamortized value of Tenant's improvements, excluding those paid for by Landlord.

INDEMNIFICATION OF LANDLORD

19. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of an occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease.

BROKER'S COMMISSION

20. Tenant represents and warrants that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, and Tenant agrees to indemnify the Landlord against and hold it harmless from all liabilities arising from any such claim including, without limitations, the cost of counsel fees in connection therewith.

PARKING AND COMMON AREA

21. The parking area, employee parking space, driveways, entrances and exits and all other common areas and facilities provided by Landlord for the general use, in common, of Tenants, their employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right to establish, modify, change and enforce uniform and non-discriminatory rules and regulations with respect to the parking area, employee parking area, and other Common Areas and facilities herein above mentioned, and Tenant agrees at all times to abide by and conform to such rules and regulations.

Tenant agrees that it and its officers and employees will park their automobiles only in such space as Landlord may from time to time designate as employee parking space, which may at the election of Landlord, be adjacent to the Center and separated therefrom by intervening streets.

Landlord shall have the right to close any part of the parking area or the employee parking space or other Common Areas and facilities for such time as Landlord in it's sole discretion deems necessary for the benefit of the Shopping Center/Office.

All Common Areas and facilities not within the Leased Premises which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

DEFAULT

22. If Tenant shall default in the payment of any rent or other payments required to Tenant or any part thereof, and if such default shall continue for five days after the payment shall be due; or if Tenant shall default in the performance or observance of any other agreements or conditions on it's part to be performed or observed, and if Tenant shall fail to cure said default within ten days after notice of said default from Landlord; or if any person shall levy upon, take, or attempt to take this leasehold interest or any party thereof upon execution, attachment, or other process of law; or if Tenant shall default with respect to any other lease between it and Landlord; or if the premises shall be deserted, vacated, abandoned, or business operations shall not be conducted therein for a period of three or more days; or if this Lease or any interest therein shall by operation of law devolve upon or pass to any person or persons other than Tenant; or if Tenant shall fail to move into and take possession of the Demised Premises and open for business within 30 days after Landlord's giving notice to Tenant that the Demised Premises are ready for occupancy by Tenant, then, in any of said cases Landlord lawfully may immediately, or at any time thereafter and without any further notice or demand, terminate this Lease and Tenant will forthwith quit and surrender the Demised Premises, but Tenant shall remain liable as hereinafter provided.

If this Lease shall be terminated as provided in this Section:

The Landlord may immediately, or any time thereafter, re-enter and resume possession of the Demised Premises and remove all persons and property therefrom either by summary dispossession proceedings or by a suitable action or proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefore. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease.

The Landlord may relet the whole or any part of the Demised Premises for a period equal to, or greater, or less than the remainder of the term of this Lease, at such rental and upon such terms and conditions as the Landlord shall deem reasonable, to any tenant or tenants which it may deem suitable and satisfactory for any use and purpose which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to relet the Demised Premises or in the event of such reflecting, for failure to collect the rent thereunder. Any sums received by the Landlord on a reflecting in excess of the rent reserved in this Lease shall belong to the Landlord.

EXPENSES OF ENFORCEMENT

23. In the event any payment due Landlord under this Lease shall not be paid on the due date, said payment shall bear interest at the rate of fifteen (15%) percent per annum from the due date until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease

In no event, however, shall the interest rate charge pursuant hereto or pursuant to any other provision of this Lease be greater than the maximum rate permitted by law. In the event that it shall be necessary for Landlord to give more than one (1) written notice to Tenant of any violation of this Lease, Landlord shall be entitled to make an administrative charge to Tenant of Twenty-Five (\$25.00) Dollars for each additional notice. Tenant recognizes and agrees that the charges which Landlord is entitled to make upon the conditions stated in this Section represent, at the time this Lease is made, a fair and reasonable estimate and liquidation of the costs of Landlord in the administration of the Shopping Center/Office resulting from the events described, which costs are not contemplated or included in any other rent or charges to be paid by Tenant to Landlord under this Lease. Any charges becoming due under this Section of this Lease shall be added to and become due with the next ensuing monthly payment of Fixed Minimum Annual Rent and shall be collectible as a part thereof.

LEGAL EXPENSES

24. In the event that it shall become necessary for Landlord to employ the services of any attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Tenant to be kept or performed, regardless of whether suit be brought, Tenant shall pay to Landlord such reasonable fee as shall be charged by Landlord's attorney for such services. Should suit be brought for the recovery of possession of the Leased Premises, or for rent or any other sums due under this Lease, or because of the breach of any of Tenant's covenants under this Lease, Tenant shall pay to Landlord all expenses of such suit and any appeal thereof, including a reasonable attorneys' fee.

SIGNS

25. Tenant may install and maintain electric or other artistic signs capable to being illuminated, advertising its business or products sold in the Demised Premises, provided that Tenant obtains the necessary permits from proper governmental authorities for the erection and maintenance of said sign, and the prior written approval and consent of the Landlord as to size, type, design and location of the sign on the premises, which approval will not be unreasonably withheld. Signs installed by Tenant shall be non-audible and non-flashing.

FORCE MAJEURE

26. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restricting governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent, or any other payments required by the terms of this Lease.

HOLDING OVER

27. If the Tenant shall occupy said premises with consent of the Landlord after the expiration of this Lease and rent is accepted from said Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one month only from the date of such expiration and occupation thereafter shall operate to extend the term of this Lease for but one month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto. In such event, if either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least 30 days written

notice to that effect.

RUBBISH REMOVAL

28. The Tenant shall keep the premises clean, both inside and outside, at it's own expense, and will remove the ashes, garbage, excelsior, straw and other refuse from said premises. The Tenant shall not burn any materials or rubbish of any description upon said premises. Tenant agrees to keep all accumulated rubbish in covered containers and to have same removed regularly, and to store the same in those areas of the Shopping Center/Office designated by the Landlord from time to time for the storage of rubbish awaiting collection. If no such area is designated by the Landlord, then to store said rubbish awaiting collection within the interior of the Leased Premises. All contractors employed by Tenant for removal of refuse and rubbish must be approved, in advance of employment, in writing by Landlord. In the event the Tenant fails to keep the Demised Premises and other portions theretofore described in the proper condition, the Landlord may cause the same to be done for that Tenant and the Tenant hereby agrees to pay the expenses thereof on demand, as additional rent.

GENERAL CONDITIONS

29. This Lease shall be subject to the following general conditions:

(a) If the Tenant shall default in the performance of any covenant or condition in this Lease required to be performed by the Tenant, the Landlord may perform such covenant or condition for the account and at the expense of the Tenant. If the Landlord shall incur any expenses, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding, instituted by reason of any default of the Tenant, the Tenant shall reimburse the Landlord for the amount of such expense or additional rent. The provisions of this Paragraph shall survive the termination of this Lease.

(b) Landlord hereby reserved the right to make alterations or additions to and to build additional stories on the building in which the premises are contained and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Shopping Center/Office from time to time and to make alterations thereof or additions thereto and to build additional stores on any such building or buildings and to build adjoining same.

(c) If any excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Leased Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Leased Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord for diminution or abatement of rent.

(d) No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with it's obligation, hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms.

(e) This Lease and the Exhibits, and Riders, if any, attached hereto and forming a part hereof, contain all the covenants, promises, agreements, conditions, representations and understandings between Landlord and Tenant with respect to the subject matter hereof, and supersede any prior agreements between the parties hereto, with respect to the subject matter hereof. Tenant hereby acknowledges that there are no covenants, promises,

agreements, conditions, representations or understandings, either oral or written, between the parties hereto, other than those set forth herein or provided for herein, with respect to the subject matter hereof. Tenant further acknowledges and represents that it has not relied on any covenants, promises, agreements, conditions, representations or understandings, either oral or written, other than those set forth herein or provided for herein, with respect to subject matter hereof, as an inducement to enter into this Lease. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(f) Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed of the Leased Premises by reason of the violation by Tenant of any of the covenants or conditions to this Lease, or otherwise.

(g) Tenant waives all homestead rights and exemptions which he may have under any law as against any obligations owing under this Lease. Tenant hereby assigns to Landlord his homestead and exemption.

(h) Tenant agrees not to change the advertised name of the business operated in the Leased Premises without the written permission of the Landlord.

(i) All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

(j) Landlord may card the premises "For Sale" at any time and "For Rent" thirty (30) days before the termination of this Lease. Landlord may enter the premises at reasonable hours on reasonable advance notice to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

(k) In cases which this Lease provides for the settlement of a dispute or question by arbitration, the same shall be settled by arbitration before three arbitrators unless the Landlord and Tenant shall agree to one arbitrator designated by the American Arbitration Association and in accordance with the rules of such association. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties.

(l) Tenant agrees that whenever is it necessary to avoid a strike, boycott or other work stoppage in or about the Shopping Center/Office that is will employ union labor for the purpose of making any alterations, additions or improvements on or about the Demised Premises.

(m) Tenant agrees, at it's own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Leased Premises.

~~**(n)** Tenant agrees that, in the event the tenants occupying more than 50% of the space in the Shopping Center/Office agree to form a merchants' association, it will join said merchants' association, pay all reasonable dues, and abide by all reasonable rules and regulations promulgated by said association.~~

(o) In every instance where Landlord's approval is required, said approval shall not be unreasonably withheld.

(p) Confidentiality. Tenant agrees that it shall not disclose the terms of this Lease to persons who are not parties to this Agreement unless required by lawful court order or otherwise by law. Tenant recognizes and agrees that the subject of this Paragraph is unique

and that the failure of Tenant to perform or fulfill its obligations hereunder will result in irreparable harm to the Landlord. Accordingly, Tenant agrees and consents that specific performance of the terms of this Paragraph and/or other equitable relief may be obtained through the Courts of the State of Florida. However, equitable relief shall not preclude any action for damages arising from a violation of the provisions of this Paragraph.

(q) In every instance where Landlord's consent or approval is required, the consent or approval shall not be unreasonably withheld, denied or delayed.

NOTICES

30. Tenant hereby appoints as its agent to receive service of all dispossessory or distraint proceedings and notice thereunder and all notices required under this Lease, the person in charge of Leased Premises at the time of occupying said premises; and if no person is in charge of or occupying said premises, then such service of notice may be made by attaching the same on the main entrance of said premise. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from said premises.

Any written notice required by this Lease must be served by certified or registered mail, postage prepaid, addressed to the intended recipient, at the address first herein above given or at such other address as said party may designate from time to time by written notice.

RECORDING OF LEASE

31. Landlord, in order to protect the benefits of this Lease for the Tenant, may whenever Landlord deems necessary, record this Lease and abstracts and memorandums thereof, whether required or permitted by law, in whatever states or jurisdiction in which the same is recordable, at Tenant's sole cost and expense including, but not limited to, the recording fees, taxes and all other costs and expenses of recordation. Simultaneously with the execution of this Lease, the parties agree to execute a memorandum of lease for recording purposes.

VALIDITY OF LEASE

32. This Lease and the attached exhibits contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease, or the application thereof, to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

LIABILITY OF LANDLORD

33. Tenant shall look solely to Landlord's interest in the premises and the Shopping Center/Office of which the premises are a part for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default under this Lease, and no other property of assets of the Landlord shall be subject to levy, execution or other enforcement procedure or satisfaction of any such judgment or decree.

ARBITRATION

34. Notwithstanding any of the foregoing, all disputes that arise in connection with this Agreement shall be settled by arbitration in the State of Florida pursuant to the rules of the

American Arbitration Association for commercial arbitration using one arbitrator selected by each of the parties hereto and one arbitrator selected by the two arbitrators so selected. The award rendered by the arbitrators shall be conclusive and binding upon the parties hereto and judgment may be rendered thereon by a court of competent jurisdiction. Each party shall pay its own expenses of arbitration and the expenses of the arbitrators shall be paid equally by the parties hereto; except that if any matter or dispute raised by a party or any defense or objection was unreasonable, the arbitrators may, in their discretion, assess as part of their award, all or any part of the arbitration expenses (including reasonable attorneys' fees) of the other party and of the arbitrators against the party raising any such unreasonable matter, dispute, defense or objection.

CAPTIONS AND SECTION

35. The captions, sections, numbers article numbers, and index appearing in this Lease are inserted as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

ADDITIONAL PROVISIONS

36. The following provisions are to be construed as part of this Lease and to the extent that the provisions of this Section are inconsistent with the preceding sections of this Lease, these Sections shall prevail:

37. The basic rent for the period from Jan 1st, 2020 through Dec 31st, 2020 shall be 2354 gross (\$2354) DOLLARS per month, payable in advance on the first day of each month.

38. Subject to the adjustments hereafter provided, Tenant shall pay in addition to the basic monthly rent provided in Paragraph 36 hereof _____ (\$ _____) Dollars per month on the first day of each month as an estimate of Tenant's proportionate share of the utilities used by Tenant, the real property taxes as defined in Paragraph 3(b) hereof and it's proportionate share of the cost of insurance as defined in Paragraph 3(c) hereof, and it's proportionate share of Operating Expenses as defined in Paragraph 3(d) hereof

N/A
Gross

39. In addition to the basic rent and Tenant's share of expenses which are to be paid to Landlord hereunder, Tenant shall also pay to Landlord on a monthly basis the Florida Sales Tax and any other taxes which may hereafter be imposed, all as more specifically provided in Paragraph 3(f) of this Lease.

N/A
Gross

40. Lease Renewal Option Based on the Consumer Price Index (CPI). While this Lease is in full force and effect, provided that Lessee is not in default of any of the terms, covenants, and conditions thereof, Lessee shall have the right or option to extend the original term of this Lease for one (1) additional term(s) of three (3) year(s).

Such extension or renewal of the original term shall be on the same terms, covenants, or conditions as provided for in the original term except that the rental during the option period shall be increased on an annual basis for each renewal period determined by multiplying the base rental during the primary term by the percentage increase in the Consumer Price Index, as prepared by the United States Bureau of Labor Statistics, CPI as used herein shall mean the Consumer Price Index issued by the United States Bureau of Labor Statistics of the Monthly Labor Review. The base rental shall be determined on an annual basis.

The percentage increase shall be determined by subtracting the CPI for the eighth month prior to the beginning of the Lease Term from the CPI for the eighth month prior to the end of the Lease Term and dividing that difference by the CPI for the eighth month prior to the beginning date of the Lease Term. If an increase shall be applicable for each month during such **three**

index that is most recent to the date in question.

If the publication of the CPI should be discontinued or the base year changed, the parties hereto shall thereafter accept comparable statistics on consumer prices for the United States as they shall be computed by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties hereto, or if the parties cannot agree upon a selection, by arbitration. In the event of use of comparable statistics in place of the CPI as above mentioned or publication of the Index figure at other than monthly intervals, there shall be made in the method of computation herein provided for such revisions as the circumstances may require to carry out the intention of this provision in any equitable manner, and any dispute between the parties as to the making of such adjustment shall be determined by arbitration. Should arbitration become necessary for the resolution of a dispute under this Subparagraph, it shall be conducted according to the appropriate rules of the American Arbitration Association .

In the event Lessee elects to exercise the option herein described, Lessee shall so notify Lessor in writing no later than **Three (3) months** prior to the expiration of the terms of this Lease. In no event shall the rental in the renewal term be below the rental in the original terms of the Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written to this Lease Agreement to which has been annexed Exhibit "A" (Lease Floor Plan).

WITNESS:

LANDLORD: FOUR SONS PLAZA LLC

NA

By: _____
ROBERT NEBB

TENANT:

By: _____
Jaqueline de Jesus

GUARANTY

NA _____, absolutely and unconditionally guarantees the performance by Tenant of its obligation under the above written Lease.

NA _____

Upon execution of this Lease Agreement Tenant shall pay a total of Dollars of which of Landlord acknowledges he has received the amount of follows: \$2354 Dollars of this amount. These monies shall be applied as

- 1. \$2354 to the first month's rent, CAM payment and Florida Sales Tax
- 2. \$2354 to the security deposit *Transferred from previous tenant*
- 3. \$ 0 toward the last month's rent

The base rent during the initial Three (3) year period shall be as follows:

- Year
- 1
- 2
- 3

Monthly Annual

2354

SAME + CPI MAX 3%
 SAME + CPI MAX 3%



CRA BOARD MEETING OF: March 10, 2020

CRA PROJECTS IN PROGRESS

AGENDA ITEM: 12.A.

SUBJECT:

CRA Marketing and Business Development Project Update

SUMMARY:

Coastal Angler - A quarter-page ad in the Coastal Angler Magazine highlighted the fishing charters available at the Boynton Harbor Marina. Coastal Angler Magazine is a resource for anglers, boaters and conservationists and is the second largest free outdoor publication in the nation with 40,000 circulation per month in Palm Beach, Broward, Dade, and Monroe counties (see Exhibit A). Cost: \$300.00

Marina Life - The Marine Life Magazine is a very popular marine industry publication that connects boaters with marinas with over 60,000 subscribers. A 1/4 page ad in the Marina Life Magazine featured parasailing at the Boynton Harbor Marina. This campaign consists of four different quarter page ads in the Marina Life Magazine winter, spring, summer, and fall issues. The campaign also includes newsletter promotions, banner advertising placement on the Marina Life website, social media promotions, and email alert promotions (see Exhibit B). Cost: \$600.00

Social Media - The Boynton Beach CRA utilizes social media platforms such as Facebook, Instagram, and Twitter to build awareness and engage residents, visitors, and the business community of CRA projects and programs. The month of February 2020, staff created two posts featuring CRA projects and redevelopment initiatives on the CRA Facebook page. The posts reached a total 12,854 people and received 2,263 engagements, defined as likes, comments, shares, and clicks. CRA Staff created two Twitter posts with 346 impressions and ten total engagements. The one Instagram post generated a total of six engagements and reach of 543. These activities also provide updates on the various projects to reaffirm to the public that the CRA Plan is being implemented and their redevelopment dollars are at work (see Exhibit C).

FISCAL IMPACT:

FY 2019-2020 Budget, General Fund Marina Marketing, Line Item, 01-57400-216, \$900.00

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

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

ATTACHMENTS:

Description

- ▣ **Exhibit A-B**
- ▣ **Exhibit C Social Media**

Exhibit A – Coastal Angler

BOYNTON BEACH

FISHING • DIVING • DINING • PARASAILING • BOATING • JET SKI RENTAL



BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY
CATCHBOYNTON.COM

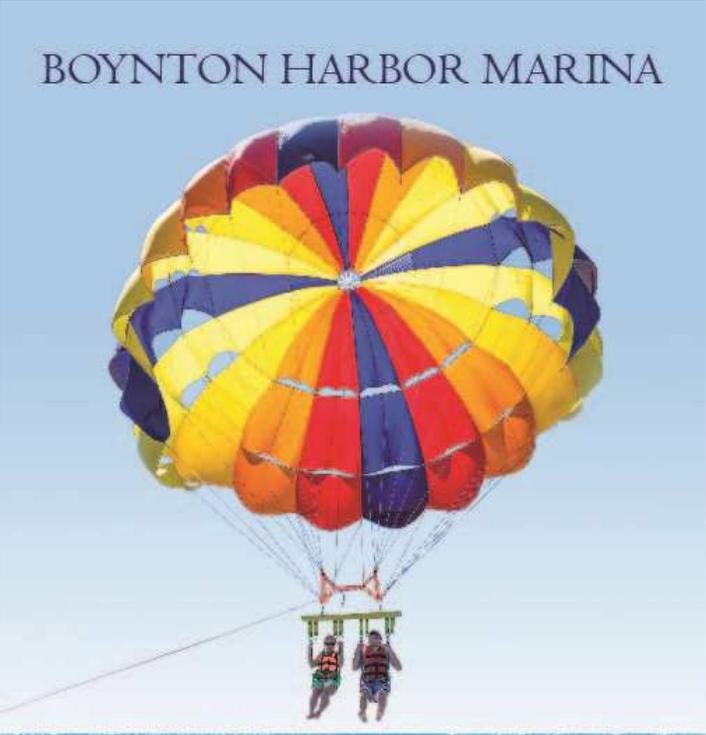


Boynton Harbor Marina

SHIP STORE & FUEL INFORMATION • 561-735-7955
735 CASA LOMA BLVD • BOYNTON BEACH

Exhibit B – Marina Life Magazine

BOYNTON HARBOR MARINA



Parasailing • Dining • Fishing • Diving • Boating • Jet Ski Rental

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY
CatchBoynton.com



Boynton Harbor Marina

735 CASA LOMA BLVD. • BOYNTON BEACH • 561-735-7955

Exhibit C - Facebook Post

Boynton Beach CRA

Published by Azim Hussain [?] · February 3 · 🌐

Say HELLO to the newly renovated Historic Woman's Club of Boynton Beach! We will be officially open for business come March 2020!!! Call (561) 600-9097 for building tours and rentals to plan your next special event!

12,143 People Reached

650 Reactions, Comments & Shares 🗨️

407 Like	122 On Post	285 On Shares
95 Love	34 On Post	61 On Shares
1 Haha	0 On Post	1 On Shares
17 Wow	4 On Post	13 On Shares
89 Comments	34 On Post	55 On Shares
41 Shares	41 On Post	0 On Shares

1,552 Post Clicks

706 Photo Views	1 Link Clicks 🗨️	845 Other Clicks 🗨️
---------------------------	----------------------------	-------------------------------

NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

✔ **Get More Likes, Comments and Shares**
When you boost this post, you'll show it to more people.

12,143 People Reached	2,202 Engagements	Boost Post
---------------------------------	-----------------------------	--

👍❤️😂 Amber Clark, Mercedes Coppin and 156 others 26 Comments 41 Shares

👍 Like
💬 Comment
🔗 Share
😊

Exhibit C- Facebook Post



Boynton Beach CRA

Published by Renee Michelle Roberts [?] · February 23 at 4:00 PM · 🌐

⋮

Check out the progress of the Ocean Breeze East Project!
 For full details on this affordable housing project in the Heart of Boynton,
 please click here: <https://bit.ly/2V19dwh>




Get More Likes, Comments and Shares
 When you boost this post, you'll show it to more people.

711
People Reached

61
Engagements

Boost Post

9

1 Share

Like

Comment

Share

711 People Reached

13 Likes, Comments & Shares

12 Likes	9 On Post	3 On Shares
0 Comments	0 On Post	0 On Shares
1 Shares	1 On Post	0 On Shares

48 Post Clicks

11 Photo Views	27 Link Clicks	10 Other Clicks
-------------------	-------------------	--------------------

NEGATIVE FEEDBACK

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

Reported stats may be delayed from what appears on posts

Exhibit C – Instagram Post

11:22 66° 80%

← Posts

 **boyntonbeachcra**
Boynton Woman's Club



View Insights Promote

 Liked by **bosstacosinc206** and **66 others**

boyntonbeachcra Say HELLO to the newly renovated Historic Woman's Club of Bo... more

View all 5 comments

Post Insights

 67	 5	 2	 4
6 Profile Visits	543 Reach		

Exhibit C - Twitter Post

Tweet activity ×



Catch Boynton Beach @BoyntonBeachCRA
It's [#TransformationTuesday!](#)
Check out this before and after from the Carly Coporation.
Want to learn more about the CRA's Grant Programs? Click here: <https://bit.ly/37Xbb3z>
<pic.twitter.com/1k0pMI3wvC>

 **Reach a bigger audience**
Get more engagements by promoting this Tweet!

[Get started](#)

Impressions	150
Total engagements	5
Media engagements	2
Likes	1
Link clicks	1
Detail expands	1

Tweet activity ×

Catch Boynton Beach @BoyntonBeachCRA
Our [@BoyntonBeachCRA](#) Executive Director Michael Simon has played a key role in [#redeveloping](#) east [#BoyntonBeach](#) for many years. You can learn more about him and all our staff at <http://bit.ly/BBCRAStaff>
<https://twitter.com/FLRelevel/status/1227971267388739586> ...

 **Reach a bigger audience**
Get more engagements by promoting this Tweet!

[Get started](#)

Impressions	196
Total engagements	5
Likes	2
Link clicks	2
Detail expands	1



CRA BOARD MEETING OF: March 10, 2020

CRA PROJECTS IN PROGRESS

AGENDA ITEM: 12.B.

SUBJECT:

CRA Economic & Business Development Grant Program Update

SUMMARY:

Below is a status report of the CRA's Economic Development Grant Program and Business Development activities for FY 2019-2020:

FY 2019 - 2020 Economic Development Commercial Grants Budget:	\$448,000
CRA Board Approved 2/11/20 Moved from Future Redevelopment Projects:	\$400,000
	<hr/>
Total Budget:	\$848,000
Grant Dollars Awarded Year-to-Date:	(\$395,813)
Remaining Fund Balance as of 3/10/20:	\$452,187

List of CRA Board approved Economic Development Grants awarded since October 1, 2019:

Business Name	Business Address	Business Type	Grant	Funds Approved	Funds Dispersed Year-to-date
Guaca Go Corp.	510 E. Ocean Avenue, Unit 106	Restaurant	Rent Reimbursement Property Improvement	\$51,264.69	\$0
Beach House Salon, Inc.	1120 S. Federal Highway	Salon	Rent Reimbursement Property Improvement	\$40,000	\$0
The Butcher and The Bar, LLC	510 E. Ocean Avenue, Unit 101	Restaurant	Rent Reimbursement Property Improvement	\$71,000	\$0
E & C's Beauty	510 E. Ocean		Rent		

Experience, LLC	Avenue, Unit 102	Hair Salon	Reimbursement	\$15,000	\$0
Pio Pio 3, LLC	510 E. Ocean Avenue, Unit 105	Restaurant	Rent Reimbursement Property Improvement	\$71,000	\$0
Palm Beach Chefs, LLC d/b/a Organic Kitchen and Mercantile	640 E. Ocean Avenue, Unit 6	Gourmet Food Market	Rent Reimbursement Property Improvement	\$40,328.40	\$0
Civic Center Condo Association, Inc.	612, 614, 618 N. Federal Highway	Commercial Plaza	Property Improvement	\$7,096.50	\$0
JR Watersports, Inc. d/b/a South Florida Marine	725 N. Federal Highway	Retail	Rent Reimbursement	\$15,000	\$3,750
Pending Approval March 10, 2020					
The Coffee and Ale Exchange, LLC d/b/a Bond Street Ale and Coffee	615 E. Boynton Beach Boulevard	Restaurant	Rent Reimbursement Property Improvement	\$71,000	\$0
Magic Scissors Pet Grooming, Inc. d/b/a Jackie's Grooming Spa & Hotel	640 E. Ocean Avenue, Unit 18-19	Pet Grooming	Rent Reimbursement	\$14,124	\$0

New Business Tax Receipts issued in February 2020 located within the CRA boundaries:

Business Name	Business Address	Business Type
Chez Andrea Gourmet Provence	480 E. Ocean Avenue	Restaurant
McGovern McDonald Engineers	533 E. Ocean Avenue, Unit 2	Engineer Office
SCT Technologies, Inc.	214 NE 3rd Street	Office

FISCAL IMPACT:

FY 2019 - 2020 Budget, Project Fund, Line Item 02-58400-444, \$448,000

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

No action required by the CRA Board at this time.



CRA BOARD MEETING OF: March 10, 2020

CRA PROJECTS IN PROGRESS

AGENDA ITEM: 12.C.

SUBJECT:

Ocean Breeze East Apartment Project Update

SUMMARY:

On Saturday, November 9, 2019, the Boynton Beach CRA and Centennial Management Corp. celebrated the ground breaking for the construction of the 123 unit, affordable multi-family rental Ocean Breeze East Apartment project (see Attachment I).

Since the ground breaking, the project site has been cleared and preliminary site work and underground utility (water, sewer, drainage, electrical) work has been completed. As of March 4, 2020 two of the four buildings have begun construction of the first floor and the two concrete pads for the remaining buildings have been poured (see Attachment II).

The construction timeline estimates the Project will be completed in December 2020. Until completion, a monthly project construction update will be provided to the CRA Board.

FISCAL IMPACT:

FY 2017-2018 Project Fund Budget; #02-58200-406: \$567,500

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

No action required unless otherwise determined by the BBCRA Board.

ATTACHMENTS:

Description

- ▣ **Attachment I - Project Elevations and Site Plan**
- ▣ **Attachment II - Progress Photos**



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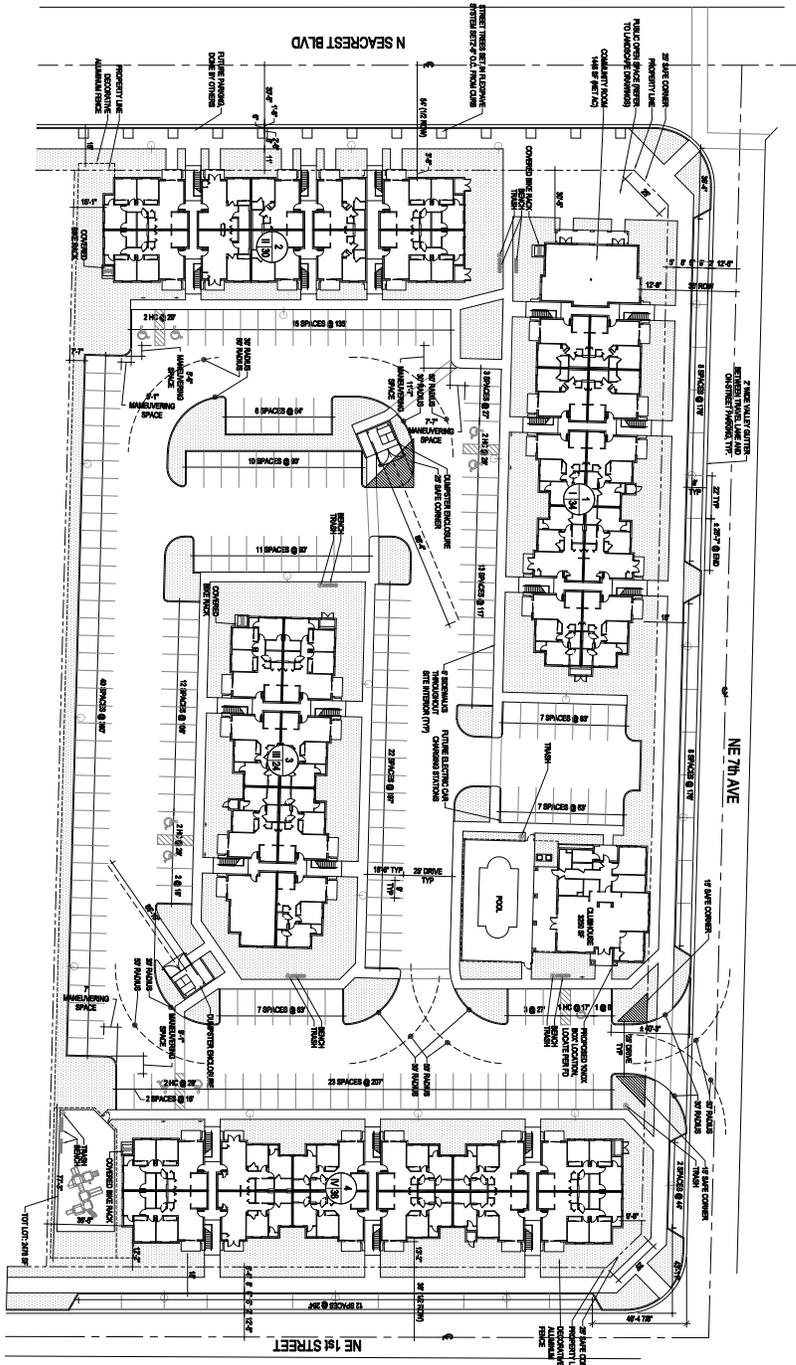
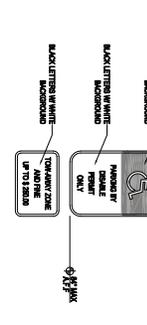
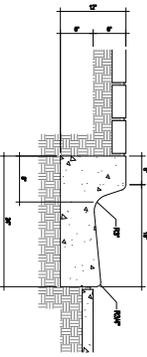
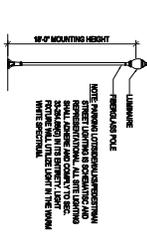
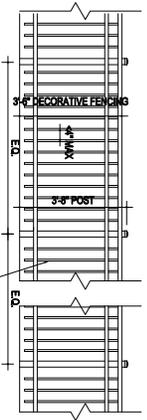
Proposed Elevation

OCEAN BREEZE EAST APARTMENTS

11 AUG 2017 • Boynton Beach, FL

EXHIBIT B

- 5 Low Wall Elevation
- 4 Typical Site Light Pole
- 3 Typical "F" Curb Detail
- 2 Handicap Parking Sign Detail



1 Architectural Site Plan

1" = 30'-0"



SHEET REVISIONS IN ITS ENTIRETY

APARTMENT UNIT MIX TABLE

UNIT TYPE	UNIT A	UNIT B	UNIT C	TOTAL
1-BED (500 sq ft)	12	0	0	12
2-BED (700 sq ft)	0	12	0	12
3-BED (900 sq ft)	0	0	12	12
TOTAL	12	12	12	36

APARTMENT UNIT MIX TABLE

UNIT TYPE	AC	HOT/C	TOTAL
UNIT A	12	0	12
UNIT B	0	12	12
UNIT C	0	12	12
TOTAL	12	24	36

PARKING

TYPE	UNIT A	UNIT B	UNIT C	TOTAL
Garage	12	12	12	36
Surface	0	0	0	0
TOTAL	12	12	12	36

DENSITY

ZONE	FLOOR AREA	DENSITY	MAXIMUM
RESIDENTIAL	120,000	120	120
MAX. HEIGHT, SETBACKS & OPEN SPACE			

LEGEND

- BLINDING NUMBER ON SITE
- INDICATES SERVICE SURFACE/LANDSCAPE AREA
- SITE LIGHT POLE SINGS & FOR REFERENCE ONLY, TO BE LOCATED PER ELECTRICAL

FORUM ARCHITECTURE & INTERIOR DESIGN, INC.
 237 S. Westwood Drive, Suite 29
 Altamonte Springs, FL 32714
 407.227.2273
 www.forumarchitect.com

Ocean Breeze East

Palm Beach County, FL
 012222210
 ARCHITECTURE &
 INTERIOR DESIGN, INC.
 Andrew Scott Raab
 A97193

SHEET REVISIONS:

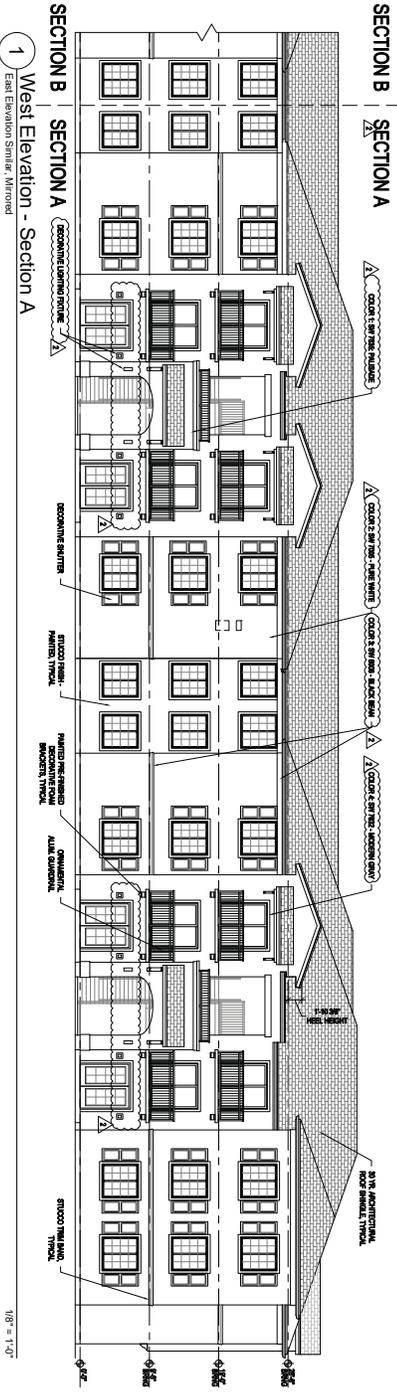
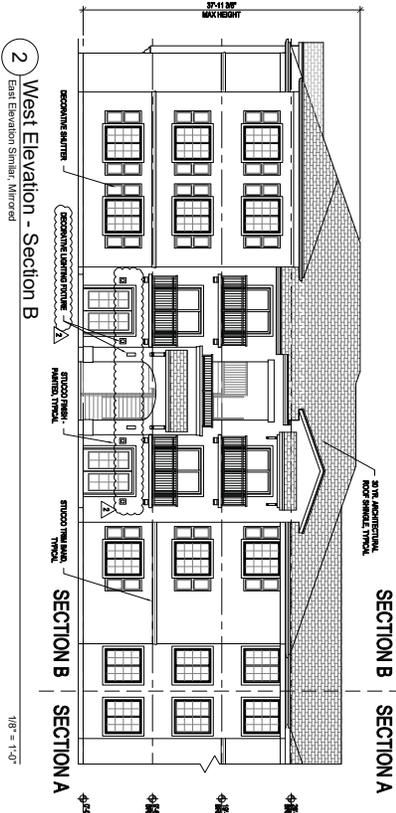
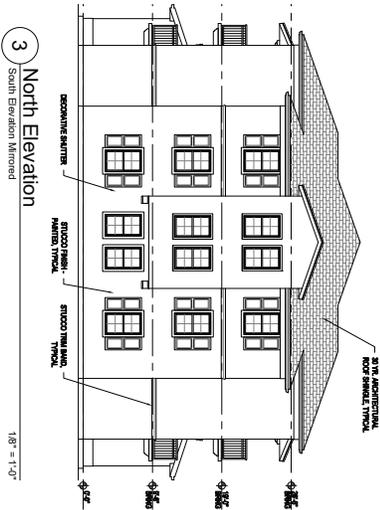
NO.	DATE	DESCRIPTION
1	10/15/2024	ISSUED FOR PERMITS
2	10/15/2024	ISSUED FOR PERMITS

PROJECT NO. 3326

Site

Architectural Site Plan

MSP/MA-A02



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**Ocean Breeze
 East**

Palm Beach County, FL
 01222210
 Andrew Scott Rank
 AS97193

STATE OF FLORIDA
 REGISTERED PROFESSIONAL ARCHITECT
 AS97193

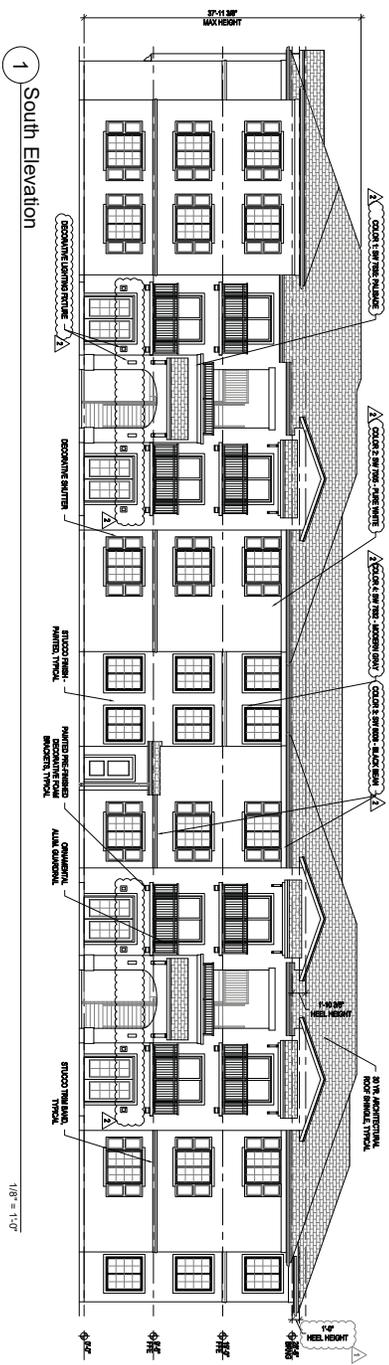
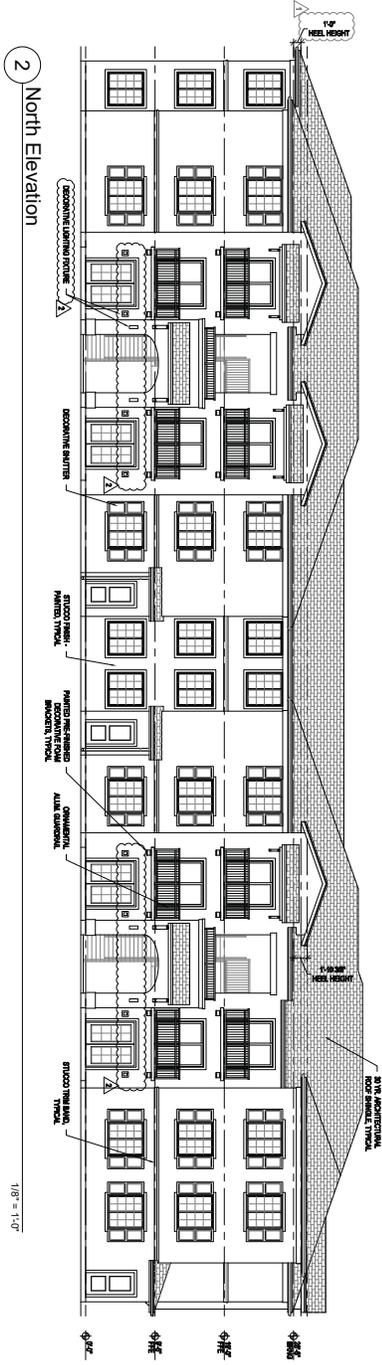
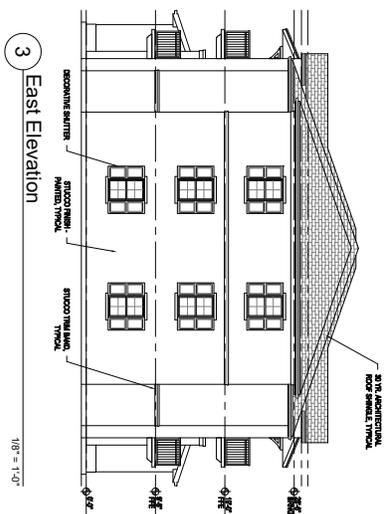
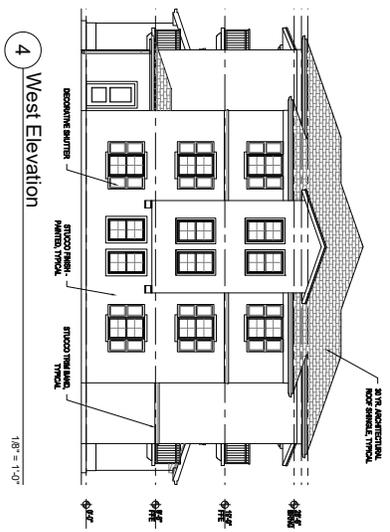
PROJECT NO. 3292
 Building Type IV
 Exterior Elevations
 MSPMA-A-16

REVISIONS:

SHEET REVISIONS:

SETUP/PRINTING:

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Ocean Breeze
 East

Palm Beach County, FL
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STATE OF FLORIDA
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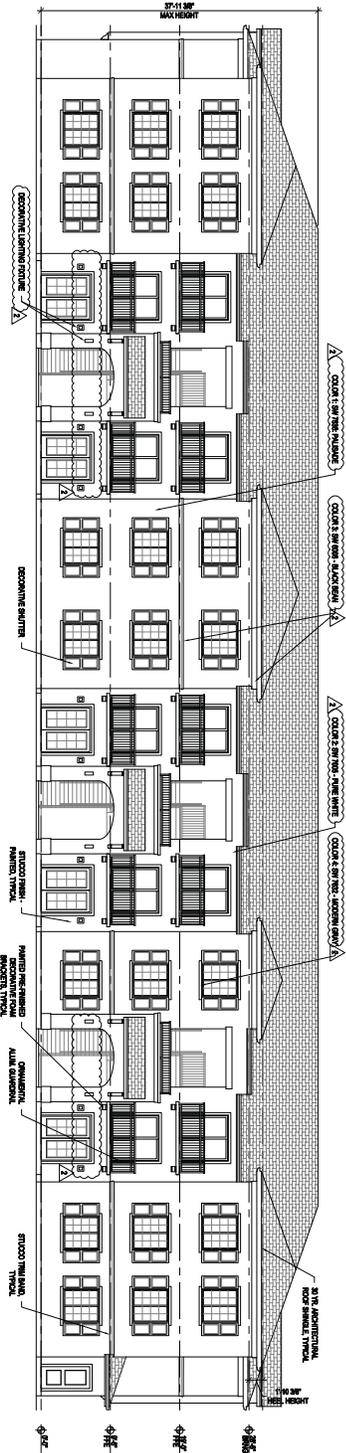
SETTLEMENTS
 10/20/19
 10/20/19

SHEET REVISIONS:
 10/20/19 1. Update Schedule

PROJECT NO. 3206
 Building Type III
 Exterior Elevations
 MSPMA-A-15

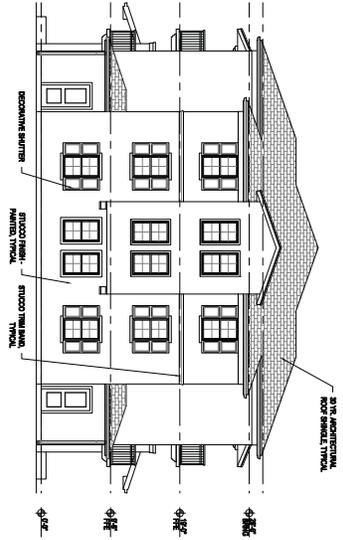
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1 West Elevation
East Elevation Mirrored



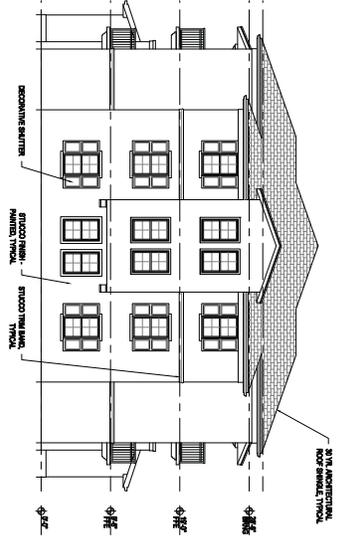
3 South Elevation

1/8" = 1'-0"



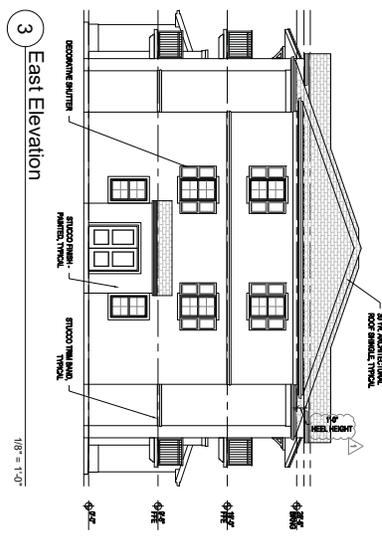
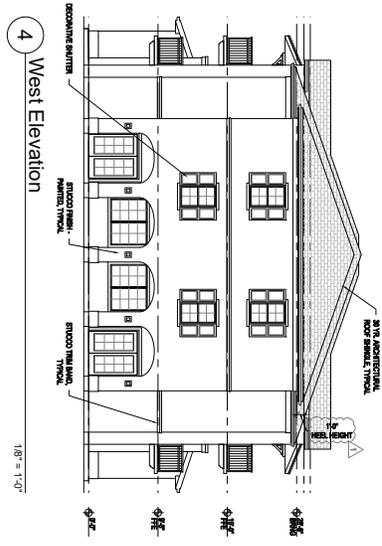
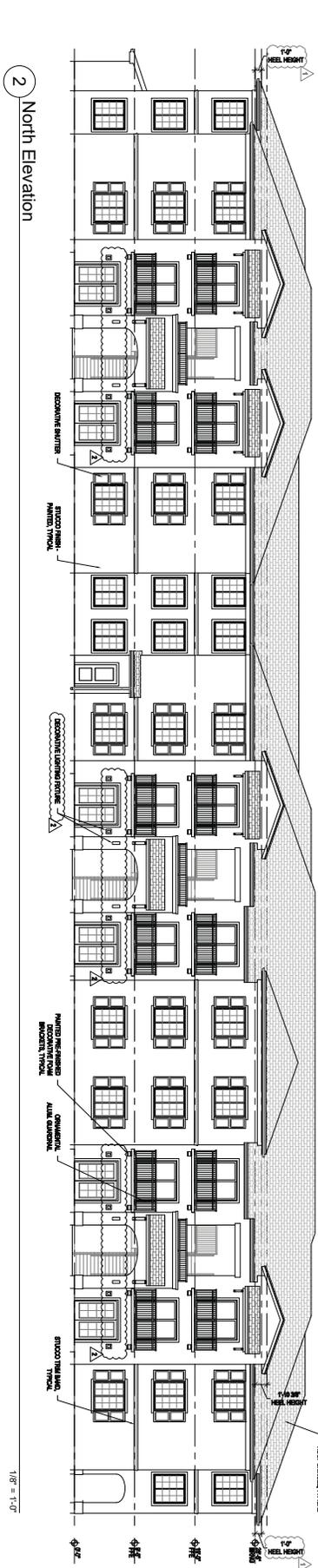
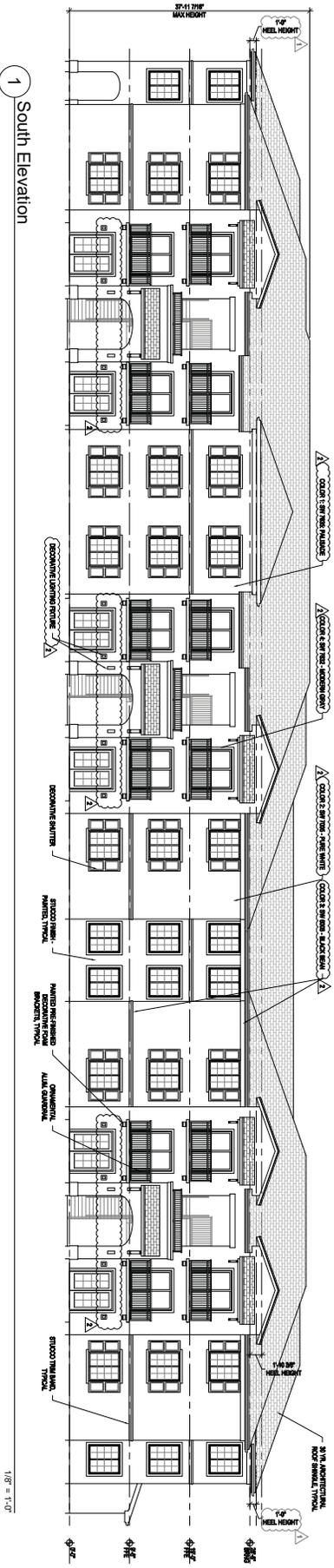
2 North Elevation

1/8" = 1'-0"



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237 S. Westwood Drive, Suite 29 Altamonte Springs, FL 32714 Phone: 407.227.4400 Fax: 407.227.4402 www.forumarch.com	
Palm Beach County, FL 01222419 Andrew Scott Peark AS97193	
PROJECT NO. Building Type II Exterior Elevations MSPMA-A14	SHEET REVISIONS: SET DISTRIBUTIONS: 10/20/18



Ocean Breeze East Project Update
March 4, 2020



Ocean Breeze East Project Update
March 4, 2020



Ocean Breeze East Project Update
March 4, 2020



**Ocean Breeze East Project Update
March 4, 2020**





CRA BOARD MEETING OF: March 10, 2020

OLD BUSINESS

AGENDA ITEM: 14.A.

SUBJECT:

Consideration of Fiscal Year 2018-2019 Budget Amendment for Unreserved Fund Balance and Self-Funded Insurance Reserve

SUMMARY:

As a result of the annual audit FY 2018-2019 and cash analysis of the year-end General Fund, CRA staff determined that there is a General Fund Surplus in the amount of \$1,085,936 and an additional \$541,915 released from year end closeout of various Purchase Orders as a result of the the Project being completed or no longer viable (see Attachment I).

The CRA Board approved Resolution No. 14-01 on February 11, 2014 providing for the establishment and funding of a Self-Funded Insurance Reserve through the General Fund by using 20% of the unassigned fund balance surplus each year (see Attachment II). Using this 20% formula, \$200,000 will be allocated to the CRA's Self-Funded Insurance Reserve leaving a remaining balance of \$885,936 for allocation by the CRA Board into the Fiscal Year 2019-2020 Project Fund.

In addition, \$541,915 has been identified in the FY 2018-2019 Project Fund and from completed projects and the funds have been released from the Purchase Orders. These funds are available for the Board's reallocation within the Project Fund bringing the total amount available for the Board's reallocation to \$1,427,851.

The CRA Board's reallocation of the funding from the General Fund into the Project Fund through a Budget Amendment is detailed in Resolution 20-01, Exhibit "A" (Attachment III).

A project funding request is being made by the City of Boynton Beach to share in the costs associated with a substantial streetscape, parking and landscape improvement project designed for the portion of E. Boynton Beach Boulevard, located within the area of Pete's Pond and marina. This project will increase the number of parking spaces, renovate or replace existing landscape beds and plant material, add lighting, and emergency call boxes (see Attachment IV). The total cost of the proposed project is \$1,154,295, with the City contributing \$654,295 and the CRA contributing \$500,000 (see Attachment V).

FISCAL IMPACT:

FY 2019-2020 Budget, reallocated from General Fund to Project Fund, Line item to be suggested by the Board, \$885,936

FY 2019-2020 Budget, reallocation of \$541,915 within the Project Fund, Line items to be suggested by the Board

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

1. Approve the Budget Amendment Resolution No. 20-01 for the reallocation of unassigned fund balance in the amount of \$885,936 from the General Fund to the Project Fund, line item to be determined within the Fiscal Year 2019-2020 Budget.
2. Approve the reallocation of \$541,915 within the Project Fund. Line item (s) to be determined by the Board.

ATTACHMENTS:

Description

- ▢ **Attachment I - FY 2018-2019 Fund Balance Allocation Worksheet**
- ▢ **Attachment II - Resolution R14-01: Self Funded Reserves**
- ▢ **Attachment III - Budget Amendment Resolution**
- ▢ **Attachment IV - Map & Plans Proposed Marina Area Streetscape Improvement Project**
- ▢ **Attachment V - Costs: Proposed Marina Area Streetscape Improvement Project**

**Boynton Beach CRA
Fiscal Year 2018-2019
Post Audit Unreserved Fund Balance Analysis
General Fund & Project Fund**

Fund Balance Reserved / Unreserved	General Fund
Fund Balance as of Sept. 30, 2019	\$ 2,906,346
AP	\$ (55,204)
Reserved - Rent Deposits	\$ 12,533
Reserved - Prepays	\$ 171,954
Reserved- Debt Service	\$ -
A/R	\$ 6,536
Reserved- Encumbrances	\$ -
Unreserved Fund Balance as of Sept. 30, 2019	\$ 2,770,527
FY 2019-2020 Encumbrances as of February 3, 2020	\$ (345,847)
FY 2018-2019 Surplus or (Deficit)	\$ 411,256
FY 2018-2019 Working Capital Carry-over	\$ 1,750,000
Unreserved Fund Balance as of Sept. 30, 2019	\$ 1,085,936
Less 20% for Insurance Reserve	\$ 200,000
Amount Available for reallocation in General Fund	\$ 885,936
Funds Released From Purchase Orders	Project Fund
Kimley -Horn Boynton Beach Blvd Design	\$ 218,497
City of Boynton Beach - FDOT	\$ 230,000
Shovel Ready Projects 211 E Ocean Ave	\$ 74,035
Miscellaneous Purchase Orders	\$ 19,384
Amount Available for reallocation in Project Fund	\$ 541,915
Total Amount Available for reallocation into FY 2019-2020 Project Fund	\$ 1,427,851

RESOLUTION NO. 14-01

A RESOLUTION OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, TO ESTABLISH A SELF-FUNDED INSURANCE RESERVE FROM GENERAL FUND UNASSIGNED FUND BALANCE; AUTHORIZE THE FINANCE DIRECTOR TO ESTABLISH AND FUND SUCH RESERVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Community Redevelopment Agency (hereafter "CRA") maintains property and liability insurance on all insurable properties within the CRA redevelopment district; and

WHEREAS, it is the CRA policy to maintain insurance coverage at replacement value of the insured properties within the CRA redevelopment district; and

WHEREAS, the insurance coverage standards, as established by the insurance industry, have changed such that coverage for certain CRA owned properties are no longer insured at full replacement value; and

WHEREAS, the CRA deems it to be in their best interest to establish a Self-Funded Insurance Reserve to fund the difference in insurance coverage between the replacement value and the insured value; and

WHEREAS, the CRA deems it to be in their best interest to fund the Self-Funded Insurance Reserve through a 20% allocation of General Fund Unassigned Fund Balance each year, if any, until the insurance difference is 100% funded.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein.

SECTION 2. The CRA Board of Commissioners authorizes its Finance Director to establish a Self-Funded Insurance Reserve from General Fund Unassigned Fund Balance as determined by the annual audited financial statements of the CRA.

SECTION 3. The CRA Board of Commissioners authorizes its Finance Director to allocate 20% annually of the General Fund Unassigned Fund Balance, if any, for the Self-Funded Insurance Reserve.

SECTION 4. The CRA Board of Commissioners authorizes its Finance Director to make such allocation annually and fund the Reserve until such time as the Self-Funded Insurance Reserve is fully funded as determined by the Finance Director and as confirmed by the annual consultation with the CRA contracted Insurance Broker of Record.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

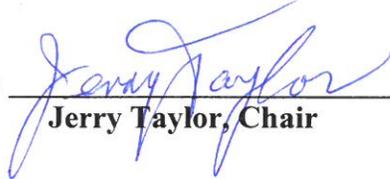
SECTION 6. If any clauses, sections, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

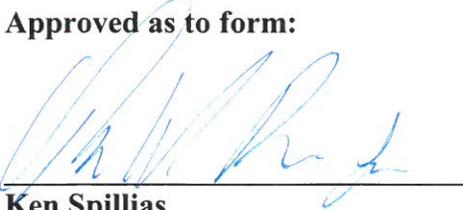
PASSED AND ADOPTED BY THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD, THIS 11th DAY OF FEBRUARY 2014.

**BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____


Jerry Taylor, Chair

Approved as to form:



Ken Spillias
CRA Attorney

RESOLUTION NO. 20-01

A RESOLUTION OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, TO AMEND THE 2019-2020 BUDGET TO REALLOCATE GENERAL FUND UNASSIGNED FUND BALANCE FROM THE FY 2018-2019 AUDIT AND THE CASH ANALYSIS COMPLETED AFTER THE SEPTEMBER 30, 2019 AUDIT AND INCREASE THE TOTAL APPROPRIATIONS TO THE PROJECT FUND; AND ALLOCATE FUNDS FOR SELF-FUNDED INSURANCE RESERVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Community Redevelopment Agency Board (hereafter “CRA”) has adopted the fiscal 2019-2020 budget and does allow program changes as necessary; and

WHEREAS, it is the objective to maintain accuracy of the budget document to reflect policy determinations of the Board as to the proper and legally defensible appropriation of funds authorized by the Community Redevelopment Plan; and

WHEREAS, the CRA Board approved Resolution No. R19-03 on September 10, 2019 approving the Fiscal Year 2019-2020 budget; and

WHEREAS, the CRA Board approved Resolution No. 20-01 on February 11, 2020 amending the Fiscal Year 2019-2020 budget; and

WHEREAS, the audit and cash analysis after the year end September 30, 2019 contained a General Fund unassigned fund balance in the amount of approximately \$1,000,000; and

WHEREAS, the CRA Board approved Resolution No. 14-01 on February 11, 2014 providing for the establishment and funding of a Self-Funded Insurance Reserve through the General Fund unassigned fund balance each year, and \$200,000 was allocated to Committed Fund Balance leaving a remainder of \$885,936 for allocation; and

WHEREAS, the CRA Board approved Consideration of funding for future development projects approving \$885,936 from FY 2019-2020, General Fund unassigned and reallocating to Project Fund; and

WHEREAS, the Director of Finance, based on the Board’s policy determination and approval, has identified the line item appropriations that require budget adjustments hereinafter reflected.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein.

SECTION 2. A copy of the FY 2019-2020 Budget Amendment No. 1 and line item adjustments attached hereto as Exhibit “A.”

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. If any clauses, sections, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

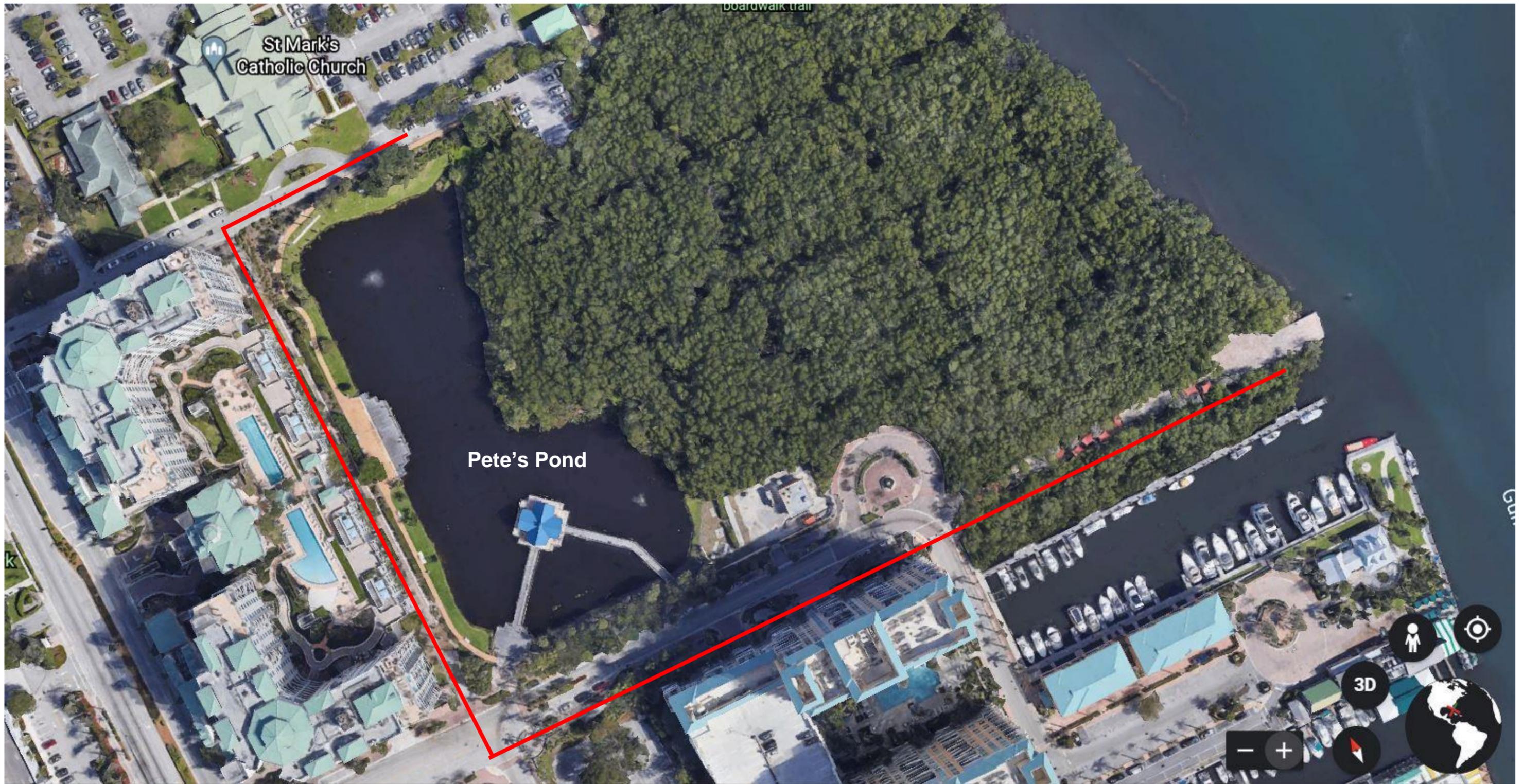
PASSED AND ADOPTED BY THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD, THIS 11TH DAY OF FEBRUARY 2020.

**BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY**

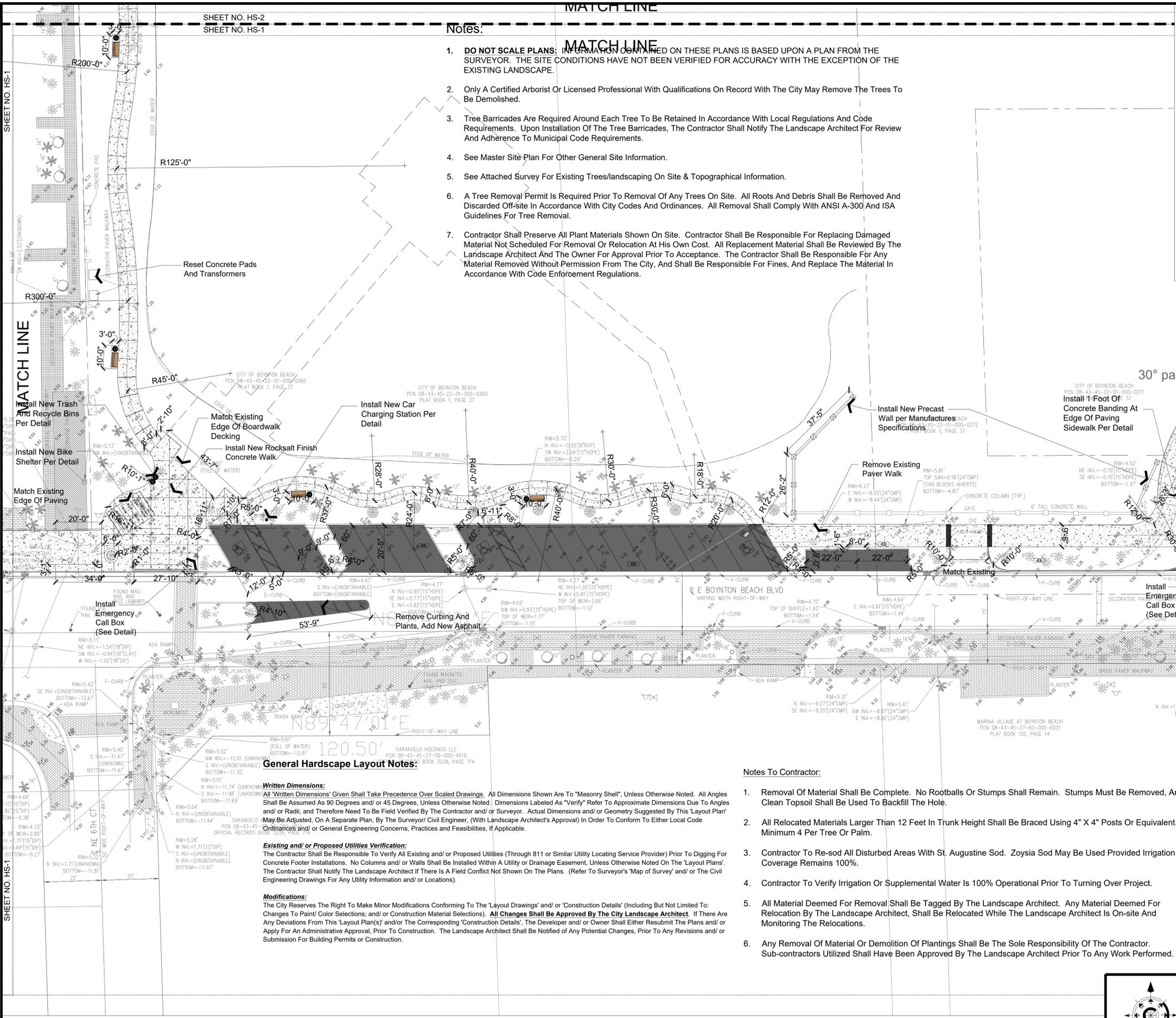
By: _____
Steven B. Grant, Chair

Approved as to form:

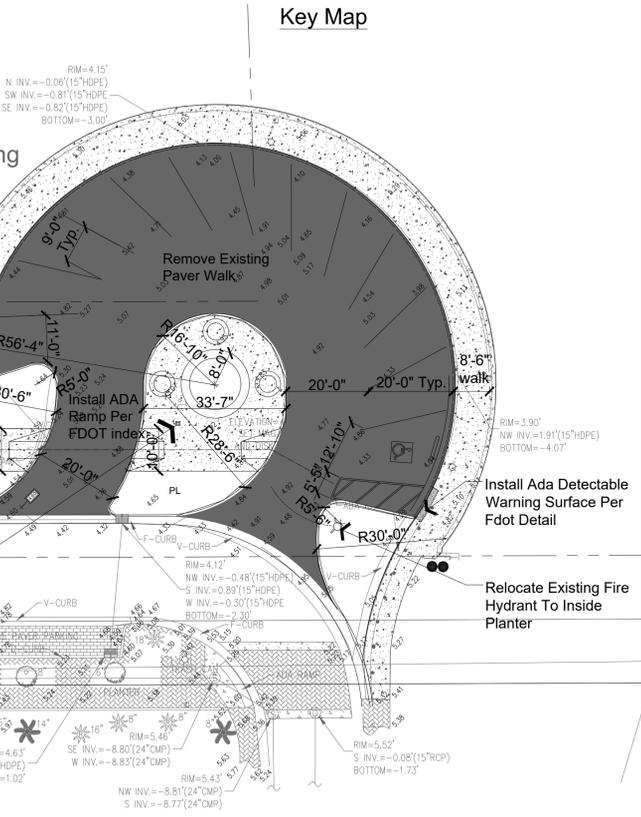
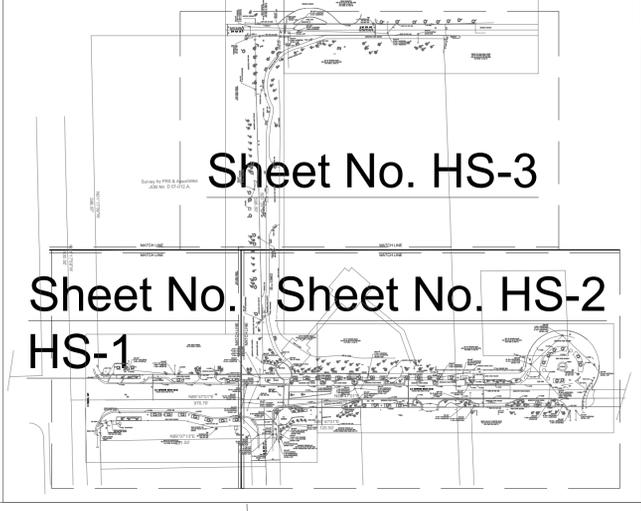
CRA Attorney



Site Map: E. Boynton Beach Boulevard, Marina Area Streetscape and Parking Improvement Project



- Notes:**
- DO NOT SCALE PLANS:** INFORMATION CONTAINED ON THESE PLANS IS BASED UPON A PLAN FROM THE SURVEYOR. THE SITE CONDITIONS HAVE NOT BEEN VERIFIED FOR ACCURACY WITH THE EXCEPTION OF THE EXISTING LANDSCAPE.
 - Only A Certified Arborist Or Licensed Professional With Qualifications On Record With The City May Remove The Trees To Be Demolished.
 - Tree Barricades Are Required Around Each Tree To Be Retained In Accordance With Local Regulations And Code Requirements. Upon Installation Of The Tree Barricades, The Contractor Shall Notify The Landscape Architect For Review And Adherence To Municipal Code Requirements.
 - See Master Site Plan For Other General Site Information.
 - See Attached Survey For Existing Trees/Landscaping On Site & Topographical Information.
 - A Tree Removal Permit Is Required Prior To Removal Of Any Trees On Site. All Roots And Debris Shall Be Removed And Discarded Off-site In Accordance With City Codes And Ordinances. All Removal Shall Comply With ANSI A-300 And ISA Guidelines For Tree Removal.
 - Contractor Shall Preserve All Plant Materials Shown On Site. Contractor Shall Be Responsible For Replacing Damaged Material Not Scheduled For Removal Or Relocation At His Own Cost. All Replacement Material Shall Be Reviewed By The Landscape Architect And The Owner For Approval Prior To Acceptance. The Contractor Shall Be Responsible For Any Material Removed Without Permission From The City, And Shall Be Responsible For Fines, And Replace The Material In Accordance With Code Enforcement Regulations.



General Hardscape Layout Notes:

Written Dimensions:
All Written Dimensions Given Shall Take Precedence Over Scaled Drawings. All Dimensions Shown Are To "Masonry Shell", Unless Otherwise Noted. All Angles Shall Be Assumed As 90 Degrees and/or 45 Degrees, Unless Otherwise Noted. Dimensions Labeled As "Verify" Refer To Approximate Dimensions Due To Angles and/or Radii, and Therefore Need To Be Field Verified By The Contractor and/or Surveyor. Actual Dimensions and/or Geometry Suggested By This 'Layout Plan' May Be Adjusted, On A Separate Plan, By The Surveyor/Civil Engineer, (With Landscape Architect's Approval) In Order To Conform To Either Local Code Ordinances and/or General Engineering Concerns, Practices and Feasibilities, If Applicable.

Existing and/or Proposed Utilities Verification:
The Contractor Shall Be Responsible To Verify All Existing and/or Proposed Utilities (Through 811 or Similar Utility Locating Service Provider) Prior To Digging For Concrete Footer Installations. No Columns and/or Walls Shall Be Installed Within A Utility or Drainage Easement, Unless Otherwise Noted On The 'Layout Plans'. The Contractor Shall Notify The Landscape Architect If There Is A Field Conflict Not Shown On The Plans. (Refer To Surveyor's 'Map of Survey' and/or The Civil Engineering Drawings For Any Utility Information and/or Locations).

Modifications:
The City Reserves The Right To Make Minor Modifications Conforming To The 'Layout Drawings' and/or 'Construction Details' (Including But Not Limited To: Changes To Paint/Color Selections; and/or Construction Material Selections). All Changes Shall Be Approved By The City Landscape Architect. If There Are Any Deviations From This 'Layout Plan(s)' and/or The Corresponding 'Construction Details', The Developer and/or Owner Shall Either Resubmit The Plans and/or Apply For An Administrative Approval, Prior To Construction. The Landscape Architect Shall Be Notified Of Any Potential Changes, Prior To Any Revisions and/or Submission For Building Permits or Construction.

Notes To Contractor:

- Removal Of Material Shall Be Complete. No Rootballs Or Stumps Shall Remain. Stumps Must Be Removed, And Clean Topsoil Shall Be Used To Backfill The Hole.
- All Relocated Materials Larger Than 12 Feet In Trunk Height Shall Be Braced Using 4" X 4" Posts Or Equivalent, Minimum 4 Per Tree Or Palm.
- Contractor To Re-sod All Disturbed Areas With St. Augustine Sod. Zoysia Sod May Be Used Provided Irrigation Coverage Remains 100%.
- Contractor To Verify Irrigation Or Supplemental Water Is 100% Operational Prior To Turning Over Project.
- All Material Deemed For Removal Shall Be Tagged By The Landscape Architect. Any Material Deemed For Relocation By The Landscape Architect, Shall Be Relocated While The Landscape Architect Is On-site And Monitoring The Relocations.
- Any Removal Of Material Or Demolition Of Plantings Shall Be The Sole Responsibility Of The Contractor. Sub-contractors Utilized Shall Have Been Approved By The Landscape Architect Prior To Any Work Performed.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS BEFORE YOU DIG

811

IT'S THE LAW! DIAL 811

Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Note: Refer To Architectural Construction Documents For Floor Plan Dimensions, Details, Specifications and General Notes. Refer To Civil Engineering Plans For Utilities, Layout and Specifications.

Tree Survey Information Taken From:
Survey Provided By: engenuity group, inc. and Additional 'Field Verifications' As Per City Landscape Architect Correlating The Existing Trees In Comparisons To The Current Site Plan For Disposition of Trees.



PROPOSED HARDSCAPE DIMENSION AND LAYOUT PLAN

DESIG. BY	MJD	REF.	SCALE:	1" = 20'-0"	DATE	2-26-20
DRAWN BY	MJD	FLD. BK.	PG.	PROJECT NO:	DRAWING NO.	
CHECKED BY	GD	CAD CODE:	BB Blvd Extension Hardscape.dwg		SHEET	HS-2

BOYNTON BEACH BOULEVARD EXT. PROPOSED IMPROVEMENTS PROJECT

CITY OF BOYNTON BEACH
DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION
3301 Quantum Blvd, Suite 101, Boynton Beach, Florida

NO.	DATE	REVISION DESCRIPTION	BY

S:\Engineering\03_Day\Projects\BB Blvd Extension\BB Blvd - Hardscape Plan 2-26-20.dwg, 2/27/2020 3:01:00 PM

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3. Tree Barricades Are Required Around Each Tree To Be Retained In Accordance With Local Regulations And Code Requirements. Upon Installation Of The Tree Barricades, The Contractor Shall Notify The Landscape Architect For Review And Adherence To Municipal Code Requirements.
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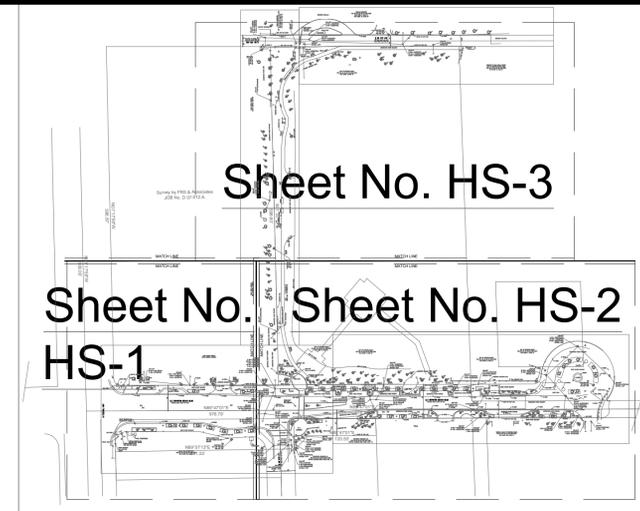
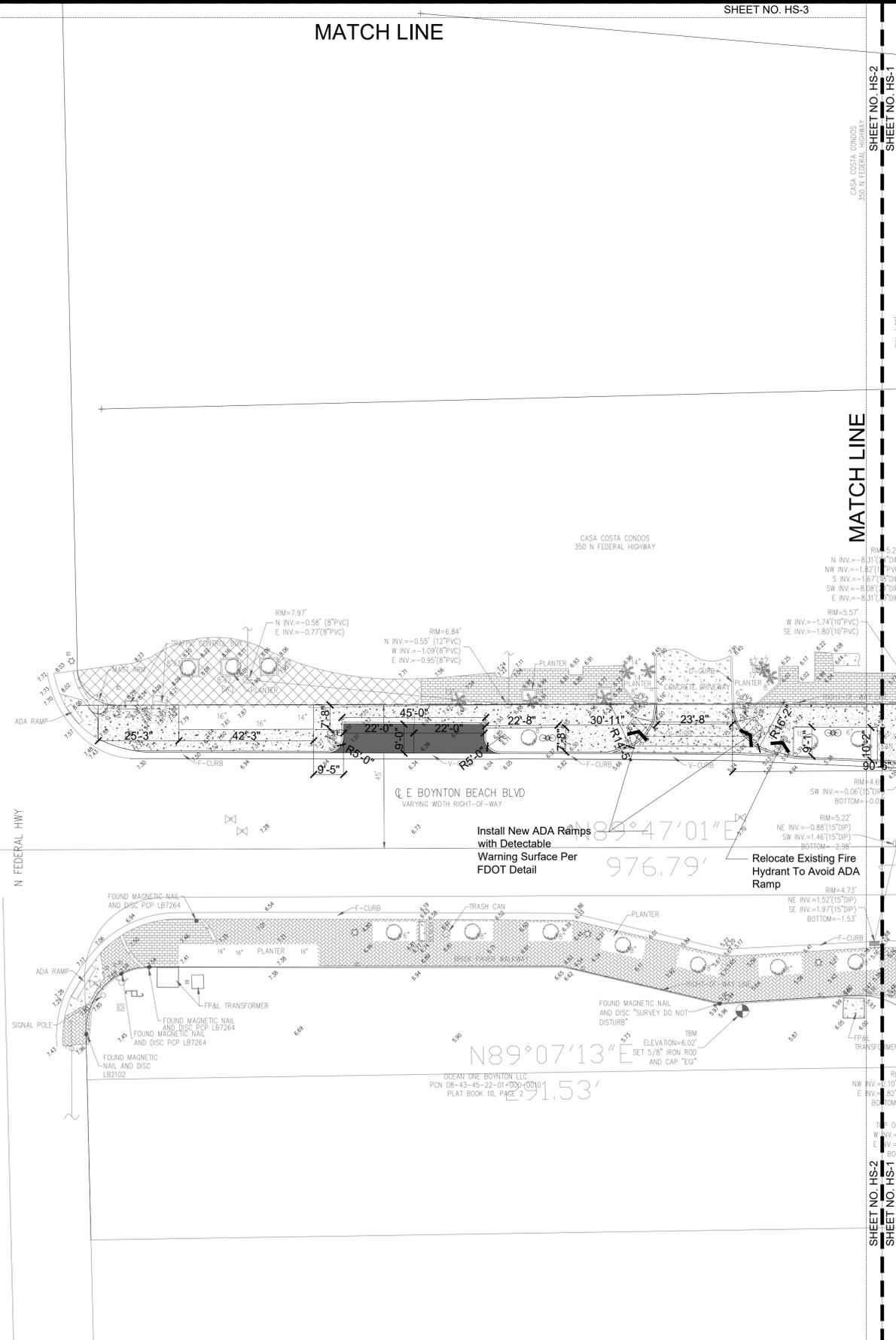
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VERTICAL DATUM: ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988. NAVD '88 ELEV. + 1.55' = NGVD '29 ELEVATION.

MATCH LINE

MATCH LINE



Key Map

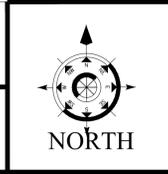
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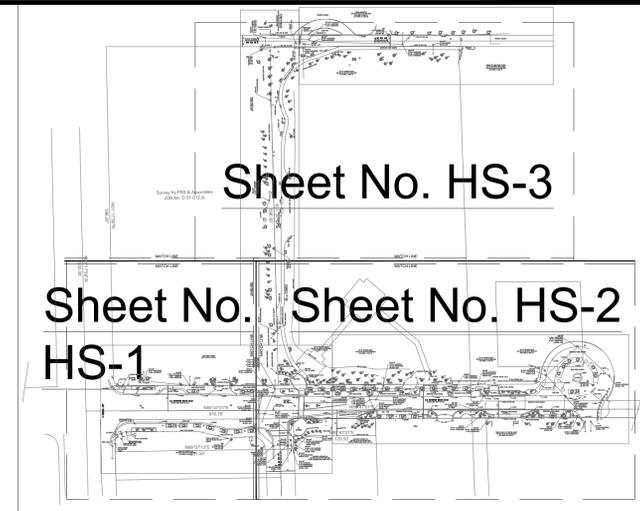
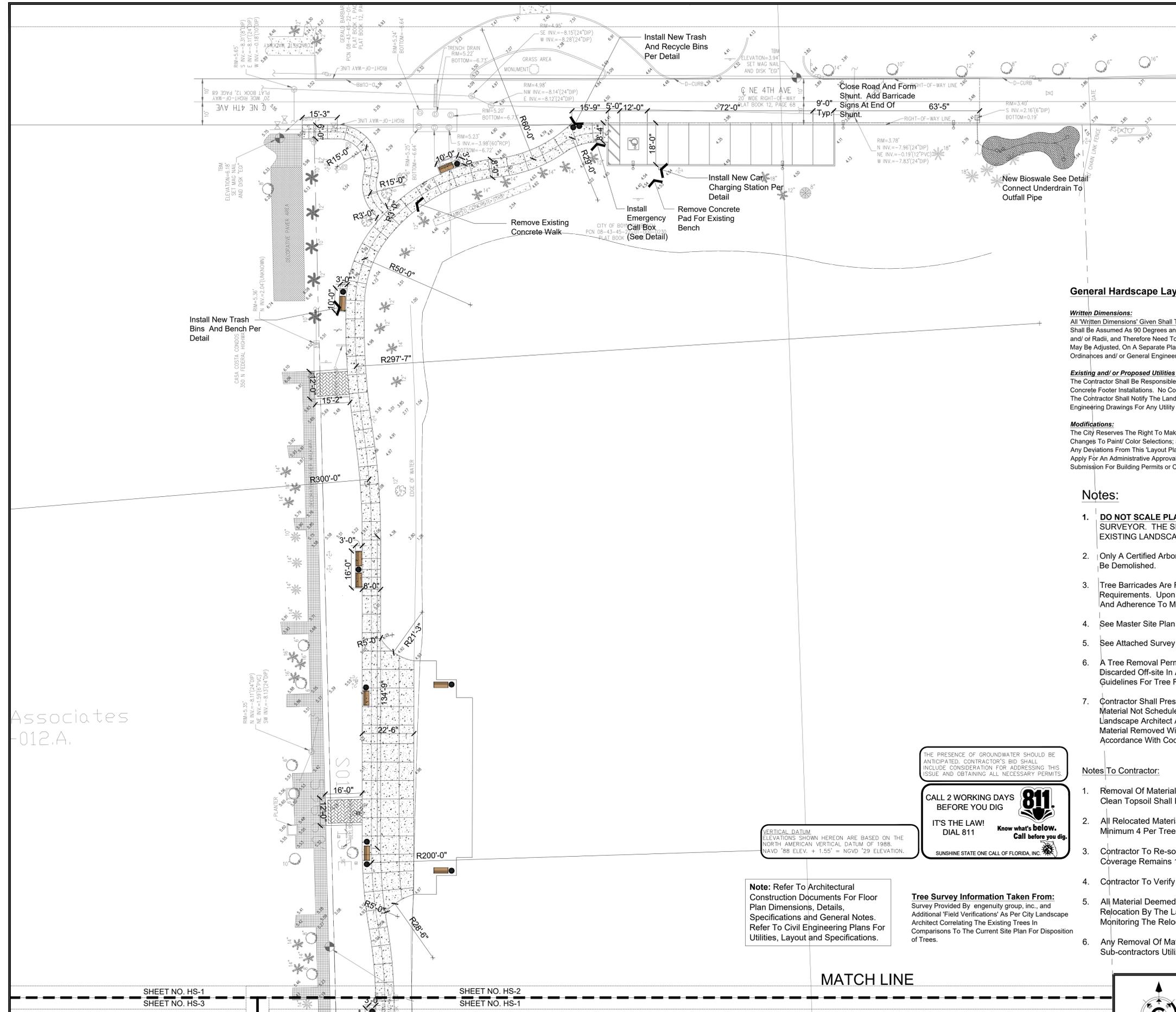
Table with columns: NO., DATE, REVISION DESCRIPTION, BY.

BOYNTON BEACH BOULEVARD EXT. PROPOSED IMPROVEMENTS PROJECT

CITY OF BOYNTON BEACH DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION 3301 Quantum Blvd, Suite 101, Boynton Beach, Florida



PROPOSED HARDSCAPE DIMENSION AND LAYOUT PLAN. Includes fields for DESIG. BY, DRAWN BY, CHECKED BY, REF., FLD. BK., CAD CODE, PG., PROJECT NO., SCALE: 1" = 20'-0", DATE, DRAWING NO., and SHEET HS-1.



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- See Attached Survey For Existing Trees/landscaping On Site & Topographical Information.
- A Tree Removal Permit Is Required Prior To Removal Of Any Trees On Site. All Roots And Debris Shall Be Removed And Discarded Off-site In Accordance With City Codes And Ordinances. All Removal Shall Comply With ANSI A-300 And ISA Guidelines For Tree Removal.
- Contractor Shall Preserve All Plant Materials Shown On Site. Contractor Shall Be Responsible For Replacing Damaged Material Not Scheduled For Removal Or Relocation At His Own Cost. All Replacement Material Shall Be Reviewed By The Landscape Architect And The Owner For Approval Prior To Acceptance. The Contractor Shall Be Responsible For Any Material Removed Without Permission From The City, And Shall Be Responsible For Fines, And Replace The Material In Accordance With Code Enforcement Regulations.

Notes To Contractor:

- Removal Of Material Shall Be Complete. No Rootballs Or Stumps Shall Remain. Stumps Must Be Removed, And Clean Topsoil Shall Be Used To Backfill The Hole.
- All Relocated Materials Larger Than 12 Feet In Trunk Height Shall Be Braced Using 4" X 4" Posts Or Equivalent, Minimum 4 Per Tree Or Palm.
- Contractor To Re-sod All Disturbed Areas With St. Augustine Sod. Zoysia Sod May Be Used Provided Irrigation Coverage Remains 100%.
- Contractor To Verify Irrigation Or Supplemental Water Is 100% Operational Prior To Turning Over Project.
- All Material Deemed For Removal Shall Be Tagged By The Landscape Architect. Any Material Deemed For Relocation By The Landscape Architect, Shall Be Relocated While The Landscape Architect Is On-site And Monitoring The Relocations.
- Any Removal Of Material Or Demolition Of Plantings Shall Be The Sole Responsibility Of The Contractor. Sub-contractors Utilized Shall Have Been Approved By The Landscape Architect Prior To Any Work Performed.

Associates
-012.A.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS BEFORE YOU DIG

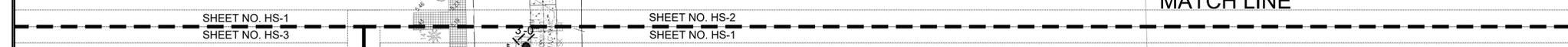
IT'S THE LAW! DIAL 811

Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Note: Refer To Architectural Construction Documents For Floor Plan Dimensions, Details, Specifications and General Notes. Refer To Civil Engineering Plans For Utilities, Layout and Specifications.

Tree Survey Information Taken From:
 Survey Provided By engenuity group, inc., and Additional 'Field Verifications' As Per City Landscape Architect Correlating The Existing Trees In Comparisons To The Current Site Plan For Disposition of Trees.



NO.	DATE	REVISION DESCRIPTION	BY

BOYNTON BEACH BOULEVARD EXT. PROPOSED IMPROVEMENTS PROJECT

CITY OF BOYNTON BEACH
 DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION
 3301 Quantum Blvd, Suite 101, Boynton Beach, Florida



PROPOSED HARDSCAPE DIMENSION AND LAYOUT PLAN			
DESIG. BY	MJD	REF.	SCALE: 1" = 20'-0"
DRAWN BY	MJD	FLD. BK. PG.	PROJECT NO:
CHECKED BY	GD	CAD CODE: BB Blvd Extension Hardscape.dwg	DATE 2-26-20
SHEET			HS-3

OPINION OF PROBABLE CONSTRUCTION COST

Date:

2/14/2020

Project Name:

Mangrove Park



General Conditions

Item No.	Description	Unit	Quantity	Unit Cost	Cost
1	Mobilization/ Demobilization (10%)	LS	1	\$ 90,678	\$ 90,678
2	Maintenance of Traffic	ALLOW	1	\$ 10,000	\$ 10,000
3	Bonds/Insurance (2.5%)	LS	1	\$ 22,669	\$ 22,669
4	Construction Permits (paid by Owner)	ALLOW	1	\$ 5,000	\$ 5,000
5	NPDES Erosion Control - Silt Fence	LF	3350	\$ 4.25	\$ 14,238

Demolition

Item No.	Description	Unit	Quantity	Unit Cost	Cost
6	Demolition of existing hardscape materials	LS	1	\$ 30,000	\$ 30,000
7	Demolition of existing landscape materials	LS	1	\$ 60,000	\$ 60,000
8	Precast Walls (Utility Compound)	LF	125	\$85	\$ 10,625
9	Asphalt Pavement	TON	131	\$225	\$ 29,475
10	Type D Curb	LF	1,200	\$15	\$ 18,000
11	Valley Gutter	LF	800	\$30	\$ 24,000
12	Sidewalk with Rock Salt Finish	SF	18,100	\$9	\$ 162,900
				SUBTOTAL	\$ 335,000

Landscape

Item No.	Description	Unit	Quantity	Unit Cost	Cost
13	Irrigation	LS	1	\$ 25,000	\$ 25,000
14	4" CAL Gumbo Limbo	EA	9	\$ 2,500	\$ 22,500
15	Medjool Date Palm	EA	6	\$ 7,500	\$ 45,000
16	Sylvester Date Palm	EA	7	\$ 6,250	\$ 43,750
17	Cathedral Live oak	EA	3	\$ 1,690	\$ 5,070
18	Bald Cypress	EA	8	\$ 750	\$ 6,000
19	Equipment, crane, tcm, etc.	EA	1	\$ 5,000	\$ 5,000
20	Tricolor copperleaf	EA	54	\$ 15	\$ 810
21	Scorpion Bush	EA	29	\$ 25	\$ 725
22	Gold Dust Croton	EA	217	\$ 15	\$ 3,255
23	Thryallis	EA	37	\$ 15	\$ 555
24	Hibiscus cooperi	EA	34	\$ 20	\$ 680
25	Rojo Congo	EA	59	\$ 30	\$ 1,770
26	Pseuderanthemum Golden	EA	6	\$ 25	\$ 150
27	Serissa	EA	31	\$ 25	\$ 775
28	Native Porterweed	EA	18	\$ 20	\$ 360
29	Fackahatchee grass	EA	18	\$ 20	\$ 360
30	Sweet viburnum	EA	42	\$ 15	\$ 630
31	Green Island Ficus	EA	1219	\$ 15	\$ 18,285
32	Xanadu philodendron	EA	59	\$ 20	\$ 1,180

33	Liriope	EA	73	\$ 7.00	\$ 511
34	St. augustine grass	EA	10059	\$ 1.00	\$ 10,059
35	relocating of existing date palms	EA	6	\$ 1,500	\$ 9,000
				SUBTOTAL	\$ 201,425

Amenities

Item No.	Description	Unit	Quantity	Unit Cost	Cost
35	8' Rockport Powder-coated horizontal slat w/ back	EA	12	\$ 2,100	\$ 25,200
36	8' Rockport Powder-coated horizontal slat w/o back	EA	3	\$ 1,700	\$ 5,100
37	Urbanscape FG Style 32 Gallon Receptacle	EA	15	\$ 1,200	\$ 18,000
38	Urbanscape FG Style 32 Gallon Receptacle (Recycle)	EA	3	\$ 1,200	\$ 3,600
39	Water Fountain/Bottle Filling Station	EA	1	\$ 8,100	\$ 8,100
40	Bike Rack	EA	6	\$ 225	\$ 1,350
41	Oasis Bike Shelter	EA	1	\$ 15,500	\$ 15,500
42	New fountain with color lights	EA	1	\$ 20,000	\$ 20,000
				SUBTOTAL	\$ 96,850

Lighting and Security

Item No.	Description	Unit	Quantity	Unit Cost	Cost
43	Light Poles/Luminaire	EA	20	\$ 3,500	\$ 70,000
44	Bollard Lights	LF	9	\$ 2,500	\$ 22,500
44	Police Camera License Plate Reader	EA	2	\$ 10,000	\$ 20,000
45	Police Camera Security	EA	7	\$ 10,000	\$ 70,000
46	Emergency Phone Tower	EA	4	\$ 6,000	\$ 24,000
47	Conduits/wire/pull boxes	LS	1	\$ 15,000	\$ 15,000
48	Car Charger	LS	1	\$ 15,000	\$ 15,000
49	Server/Server Room/Mini Split	LS	1	\$ 37,000	\$ 37,000
				SUBTOTAL	\$ 273,500

Subtotal:	\$ 1,049,359
10% Contingency:	\$ 104,936
GRAND TOTAL:	\$ 1,154,295

Proposed CRA Funding \$ 500,000
City Funding \$ 654,295



CRA BOARD MEETING OF: March 10, 2020

OLD BUSINESS

AGENDA ITEM: 14.B.

SUBJECT:

Consideration and Discussion of Terms for a RFP/RFQ and Letters of Interest for the Operation and Management of the Historic Woman's Club of Boynton Beach

SUMMARY:

At the request of the CRA Board Chair, this item is being brought before the Board to discuss the future management of the CRA owned Historic Woman's Club of Boynton Beach (HWCBB) located at 1010 S. Federal Highway.

Currently, CRA staff is responsible for the operations, management, maintenance, renovations, marketing and rentals for the facility.

City staff has reviewed the opportunity to add the Historic Woman's Club of Boynton Beach to the City's inventory of sites for arts and recreation program. The facility has great potential for cultural and art programming along with space for historical museum opportunities. Because the HWCBB has restriction due to the limited parking, City staff is analyzing the potential of combing the HWCBB with the current Senior Center as a campus which would then meet the FDOT requirements to add a traffic controlled cross-walk between the structures and sharing the parking available through efficient scheduling of events. The building would also offer an opportunity to expand some of the senior programming currently offered by the City. The City has requested to present the proposal at the April CRA Board meeting for review and direction by the Board.

If the CRA Board desires to explore other options for the operation and management of the facility, staff would like to discuss any important criteria to be included in a future Request for Proposal (RFP).

The items below are just some of the issues that the Board will need to consider in order to prepare the RFP document:

- Duties and responsibilities
- Experience and Qualifications
- Fees and costs
- Income from events
- Expenses of the building
- Duration of an agreement

CRA staff will provide guidance to the Board during their discussion.

FISCAL IMPACT:

FY 2019-2020 Budget allocation includes: Marketing & Business Development Line Item Account 01-57400-216 - \$10,000; Buildings & Grounds Line Item 01-51620-213 - \$185,000.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan: Historic Properties and Federal Highway District, 2010 Downtown Vision and Master Plan

CRA BOARD OPTIONS:

To be determined by Board discussion and action.



CRA BOARD MEETING OF: March 10, 2020

OLD BUSINESS

AGENDA ITEM: 14.C.

SUBJECT:

Discussion of the CRA Owned Property located at 115 N. Federal Highway

SUMMARY:

In May 2018, the CRA purchased the property located at 115 N. Federal Highway for purposes of redevelopment to its highest and best use as described in the 2016 CRA Redevelopment Plan (see Attachment I & II). At the January 6, 2020 meeting, the CRA Board directed staff to research the cost of renovating the building for a new co-working space (professional office use) in order to make a more informed decision at the March 10, 2020 CRA meeting on the building's demolition.

On February 3, 2020, CRA staff met and had discussions with the City of Boynton Beach Building Official and Fire Marshall to inspect the building and identify items and issues that would need to be addressed if converted to a new professional office use. The activation of the new use would require the Building and Fire Departments to consider all of the items in conflict with the 6th Edition of the Florida Building Code and the 2015 National Fire Protection Association (NFPA) Codes and Standards. Additionally, since the building was built in 1953, many of the basic building components have not been updated to meet the current ADA/Florida Accessibility, life safety, structural, mechanical, electrical, and plumbing codes.

CRA staff obtained a basic cost at a minimum of \$300-\$350 per square foot from several sources who have had experience with the initial estimates for the various components of the Town Square project. The total of the renovation would be over \$4 million dollars. To put it in perspective, as a comparison, the average cost for building a standard one-story CBS building is approximately \$250 per square foot.

Without architectural plans delineating the different office use components, the initial renovation costs can only be based on a dollar per square foot estimate. If the Board would like for staff to get a more accurate construction renovation estimate for bidding, the cost for architectural design services would be approximately \$25,000 and would include mechanical, electrical, plumbing design fees.

BACKGROUND

On November 1, 2019, CRA staff submitted a new application to the Solid Waste Authority (SWA) for the 2020 Blighted and Distressed Property Clean-up and Beautification Grant

Program (BDPCBGP) for the cost of demolition of the properties located at 115 N. Federal Highway and soon to be acquired at 1001 N. Railroad Avenue.

The CRA was awarded the full funding request of \$95,450 and \$84,500 would be allocated for the demolition of the 115 N. Federal Highway property. The grant requires the CRA to complete the demolition activities within 12 months and opportunity for extensions subject to final determination by the SWA.

At the January 6, 2020 CRA Board meeting, the Board approved the execution of the Interlocal Agreement with SWA for the grant funding.

FISCAL IMPACT:

To be determined.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

To be determined by CRA Board consideration and discussion.

ATTACHMENTS:

Description

- ▣ **Attachment I - Location Map**
- ▣ **Attachment II - 2016 CRA Redevelopment Plan - Downtown District**

Proposed Future Coastal Link Station Site

235'

235'

BBCRA owned Property:
115 N. Fed. Hwy.

125'

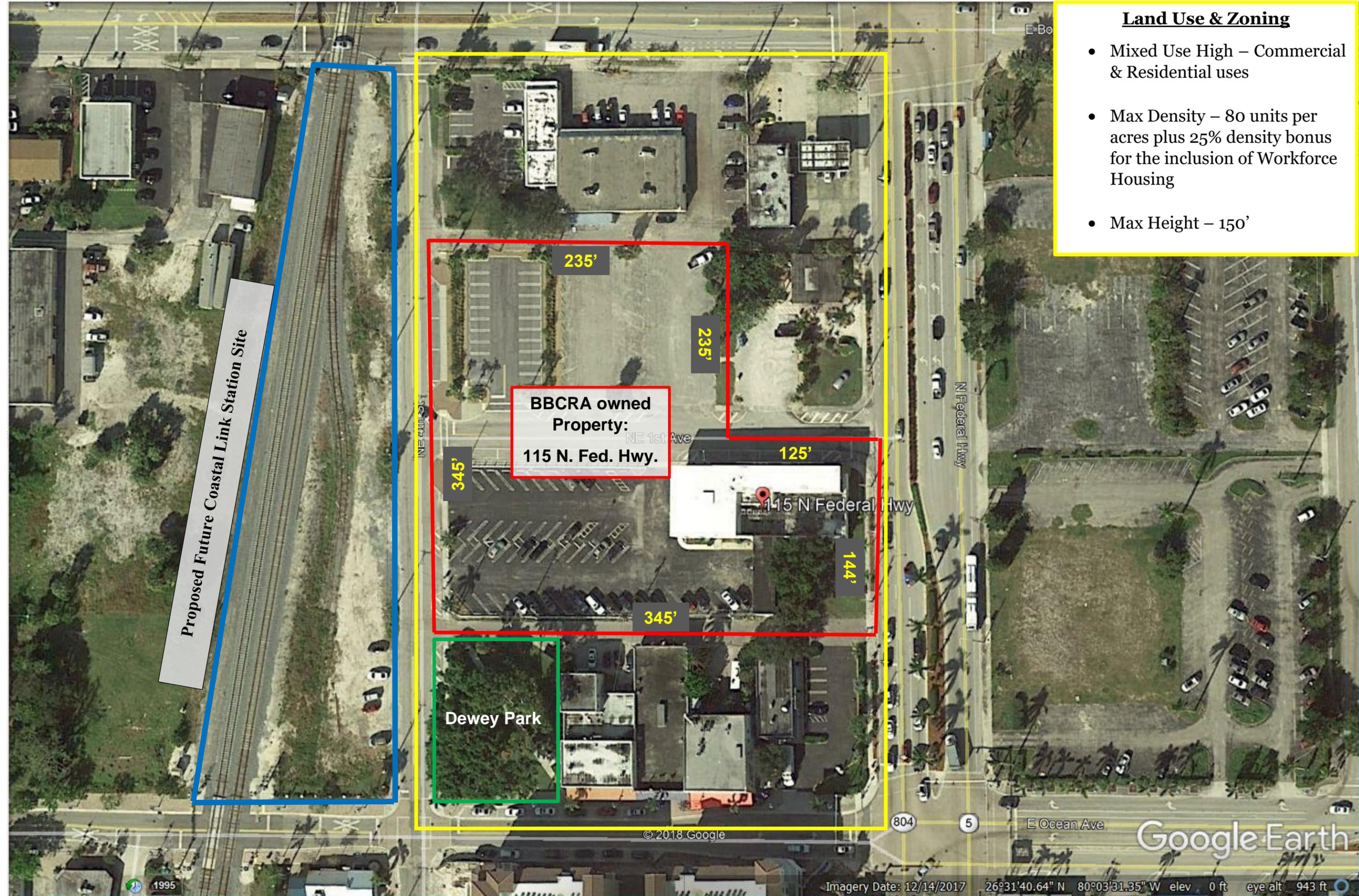
144'

345'

345'

Dewey Park

- Land Use & Zoning**
- Mixed Use High – Commercial & Residential uses
 - Max Density – 80 units per acres plus 25% density bonus for the inclusion of Workforce Housing
 - Max Height – 150'





2016

BOYNTON BEACH

Community Redevelopment Plan





D. District Plans



Downtown District

Introduction
Planning Challenges
Planning Considerations
The Vision
Recommendations

Introduction

The Downtown District has been included in several planning efforts including the Federal Highway Corridor Plan, the Downtown Vision and Master Plan, and the original CRA plan adopted in 1984. It has long been the desire of the City to reinvigorate the historic center of Boynton Beach. Some progress has been made toward this goal with the development of the Casa Costa, Marina Village condominiums, and the soon to be completed 500 Ocean mixed-use development.

The CRA has invested in the redevelopment of the Boynton Harbor Marina to create a tourism destination, preserve a working waterfront and support the boating community. The Agency planned and constructed the Boynton Beach Promenade that extends from Federal Highway to the Intracoastal Waterway; the Promenade also connects to the City's Mangrove Walk Park and the Marina.

The Downtown District is bound to the north by N.E. 7th Avenue, to the south by S.E. 12th Avenue, to the east by Federal Highway and the Intracoastal Waterway, and to the west by the FEC Railway. The District connects via Federal Highway and S.E. 4th Street to the secondary development node at Woolbright and Federal Highway.

Downtown Boynton Beach is easily accessed via I-95 and Boynton Beach Boulevard: the distance from I-95 to Federal Highway is less than one mile. The City's beach at Oceanfront Park is only 1.7 miles from I-95 or, for residents of one of the new downtown developments, a quick walk over the Ocean Avenue Bridge.

The Tri-Rail Coastal Link commuter rail station is planned for the downtown at N.E. 4th Street between Ocean Avenue and Boynton Beach Boulevard. This led the City to adopt the Downtown Transit Oriented Development District, allowing for a 25% density bonus within ½ mile of the future station.

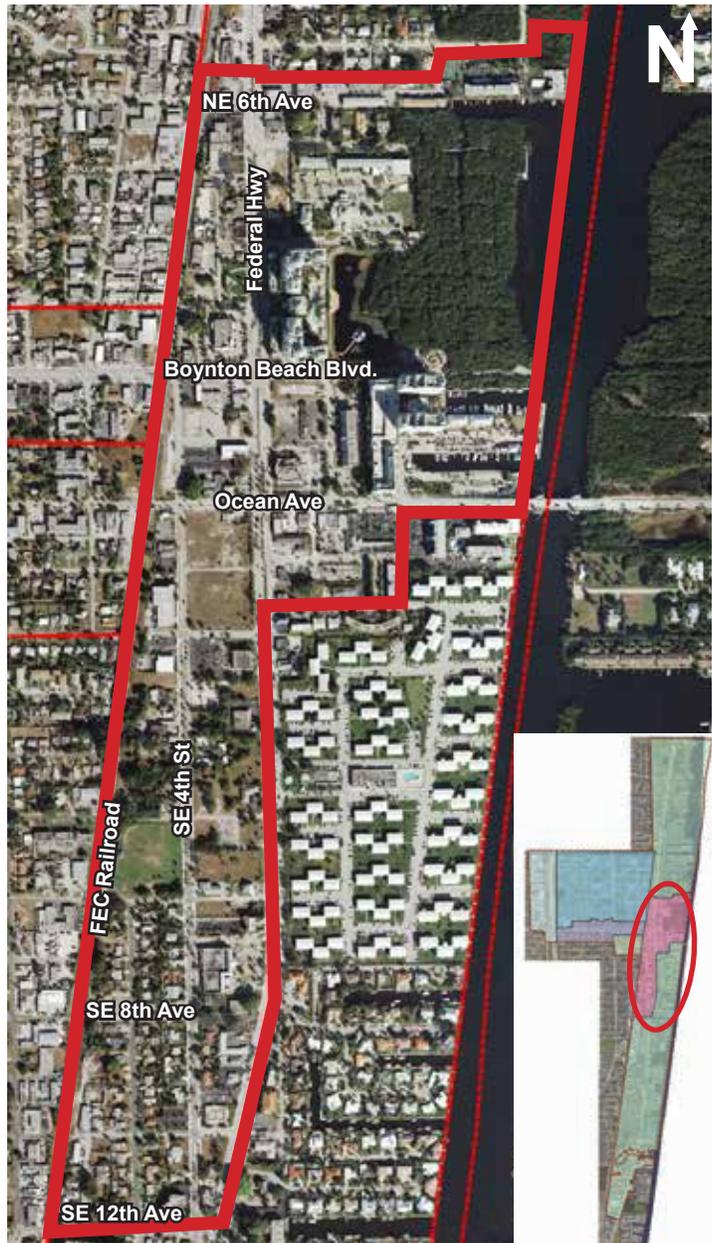


Figure 40: Downtown District Location Map

Planning Challenges

Unlike Delray Beach or West Palm Beach, Boynton Beach historically has only had a very small downtown area. It extended from just east of Federal Highway to west of Federal Highway at Ocean Avenue. There have been very few commercial buildings that could be repurposed into restaurants and stores as Delray Beach has done. Consequently, the first CRA Plan adopted in 1984 concentrated on the downtown area (smaller than proposed in this plan) as a redevelopment priority.

Some of the planning challenges are:

- Lack of developable parcels – assemblage is required
- Property owners have unrealistic expectations of the value of their property
- Not pedestrian friendly
- No shade trees
- No public parking areas and little on-street parking
- Lack of wayfinding signage
- No design theme to create an identity
- Limited space on Ocean Avenue to locate retail and restaurant uses

Planning Considerations

Several factors were considered in determining the land use designations for the Downtown District. First, the downtown will be the future site of the station for the planned Tri-Rail Coastal Link commuter service on the FEC Rail line, which will serve the South Florida metropolitan region. To improve land development patterns in advance of station development, the City adopted a Downtown Transit Oriented Development District (DTOD), covering a ½ mile radius around the station's location. The DTOD district regulations support increased intensity of development through a 25% density bonus.

A second consideration is that the Downtown District is entirely enclosed within the Transportation Concurrency Exception Area (TCEA) which, in addition to the residential exception area applicable east of I-95, exempts all development from the Palm Beach County traffic concurrency thus allowing denser development.

The existence of both of these transportation-oriented designations is a factor in considering where increased height and density will occur within the CRA district. The Downtown District's location in the center of both the DTODD and the TCEA supports the highest density and height within this district.



Figure 41: Example of District Planning Challenges



D. *District Plans*

Vision

Downtown Boynton Beach will be where people live, work and play in an environment that provides bikeable and walkable access to the beach, restaurants, transit, parks and cultural experiences. There will be areas to gather and socialize. Entrepreneurs will open new restaurants and businesses creating financial benefits to the local economy. Attractive new buildings will provide housing for people of all ages and incomes, and accommodate new shops and restaurants.

Recommendations: Streetscape

Streetscape enhancements are recommended for the Federal Highway corridor. The space for these enhancements may be obtained through either right-of-way dedications or public easements. The enhancements should include:

- Create a Complete Street design for Federal Highway including the addition of:
 - On-street parking
 - Bike lanes
 - Enhance median with mature tree canopy (at time of planting) and landscape lighting
 - Marking of major intersections with materials such as pavers, paint, etc.
- Create a Pedestrian Zone adjacent to the right-of-ways that is inviting, safe and includes:
 - Addition of canopy street trees
 - Minimum 8' wide clear sidewalk
 - Minimum 8' wide active use area abutting the building
 - Decorative light poles at both the vehicular and pedestrian scales
 - Enhanced street furniture, bus shelters, bike racks and receptacles
 - Active uses along the first floor of development
 - Canopy trees that provide immediate shading at time of construction
- Bus shelters with unique design for the downtown district
- Underground overhead utilities
- Public art in key locations
- Additional pedestrian crossings where needed
- A greenway along SE 4th Street and Ocean Avenue connecting Pence Park and the Marina, per the Connectivity Plan
- An eco-trail connecting the pedestrian zone to Mangrove Park, per the Connectivity Plan.

Recommendations: Land Use

To attract new residents and businesses, the area must present a unified vision for the future. Therefore, it is recommended that the changes to the Future Land Use map be made using the new future land use/ zoning structure as shown:

Table 5: Recommended Future Land Use (FLU) Classifications within the Downtown District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP*	MAX HEIGHT
High Density Residential	15	R-4, IPUD, PUD	15	45'
Mixed-Use Medium	50	MU-2	40	65'
		MU-3	50	75'
Mixed-Use High	80	MU-4**	60	100'
		MU Core	80	150'
General Commercial	n/a	C-4	n/a	45'
Industrial	n/a	M-1	n/a	45'
Recreation	n/a	Recreation	n/a	45'

* Properties located within the TOD may receive a 25% density bonus

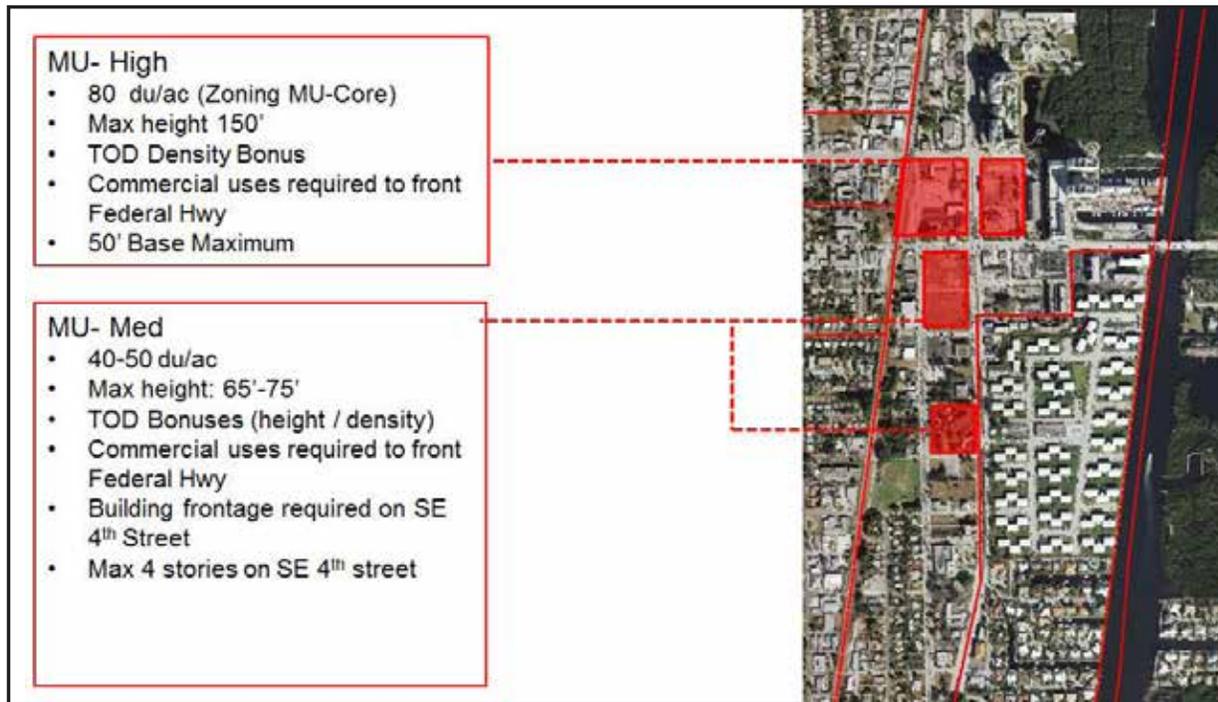


Figure 42: Cultural District Example Projects

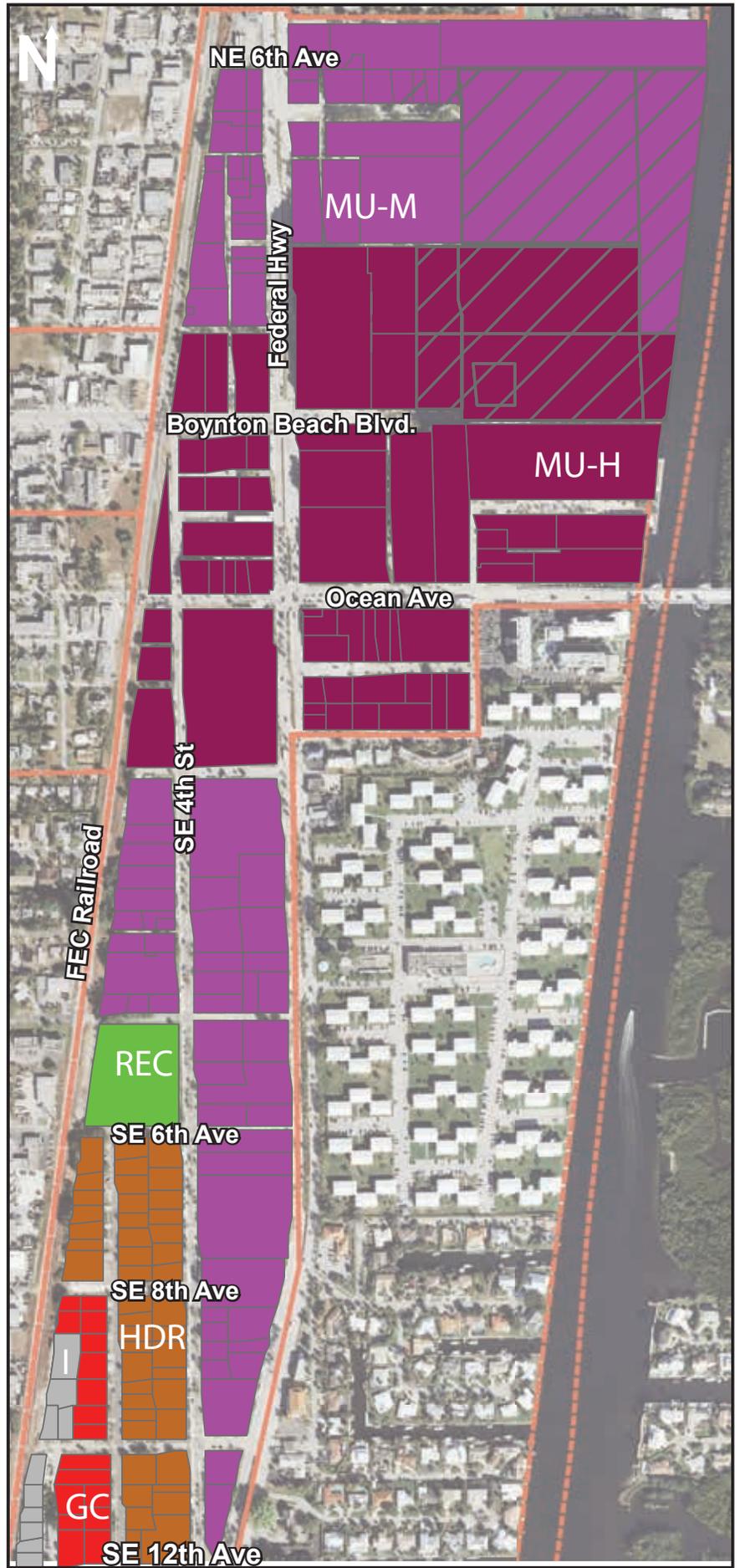
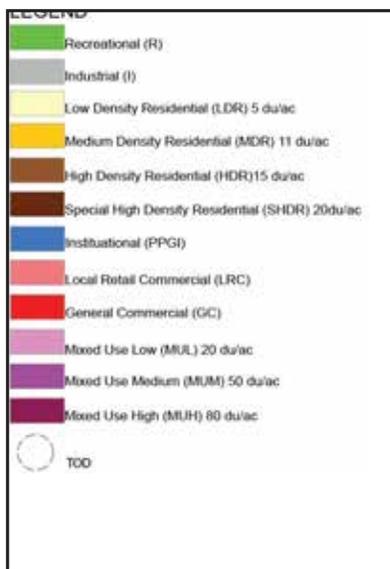


Figure 43: Recommended Land Use for the Downtown District

Recommendations: Urban Design

In order to promote an active and walkable built environment in the Downtown District, the following recommendations apply:

- Active commercial uses shall be required on the street frontage of Ocean Ave. Automobile oriented uses, such as gas stations, car washes, and drive-thrus, are prohibited.
- The build-to line shall accommodate a ten foot sidewalk, mature shade trees (at install), street lights and street furniture
- Buildings fronting Federal Highway, Boynton Beach Boulevard and S.E. 4th Street shall have a 60-90% window to wall ratio on the first floor.
- Approximately 75% of the lot frontage must be occupied by structure and adjacent to the pedestrian zone
- Buildings fronting Boynton Beach Boulevard or Federal Highway shall have a minimum height of 30'
- Buildings fronting Boynton Beach Boulevard and/or Federal Highway shall be a maximum of 45' in height, any additional height permitted by the zoning districts must be stepped back proportionately to the overall height, a minimum of 10' deep.
- Parking shall be located to the rear or side of the property.
- Only when access is not possible from the rear or side shall curb cuts be permitted on Boynton beach Blvd or Federal Highway.
- All buildings along Federal Highway must have pedestrian access from the right-of-way/ sidewalks.
- The main pedestrian entry, or front door, must be fronting Federal Highway.
- Where mixed use development is proposed adjacent residential areas, the residential areas shall be protected through the residential compatibility standards and the use of landscape buffers and/or walls as appropriate.

Staff will review architectural styles and make recommendations regarding Architectural Guidelines that may enhance the character of the District. This process will include public input.



Figure 44: SE 4th St. Example Mixed Use Medium Project

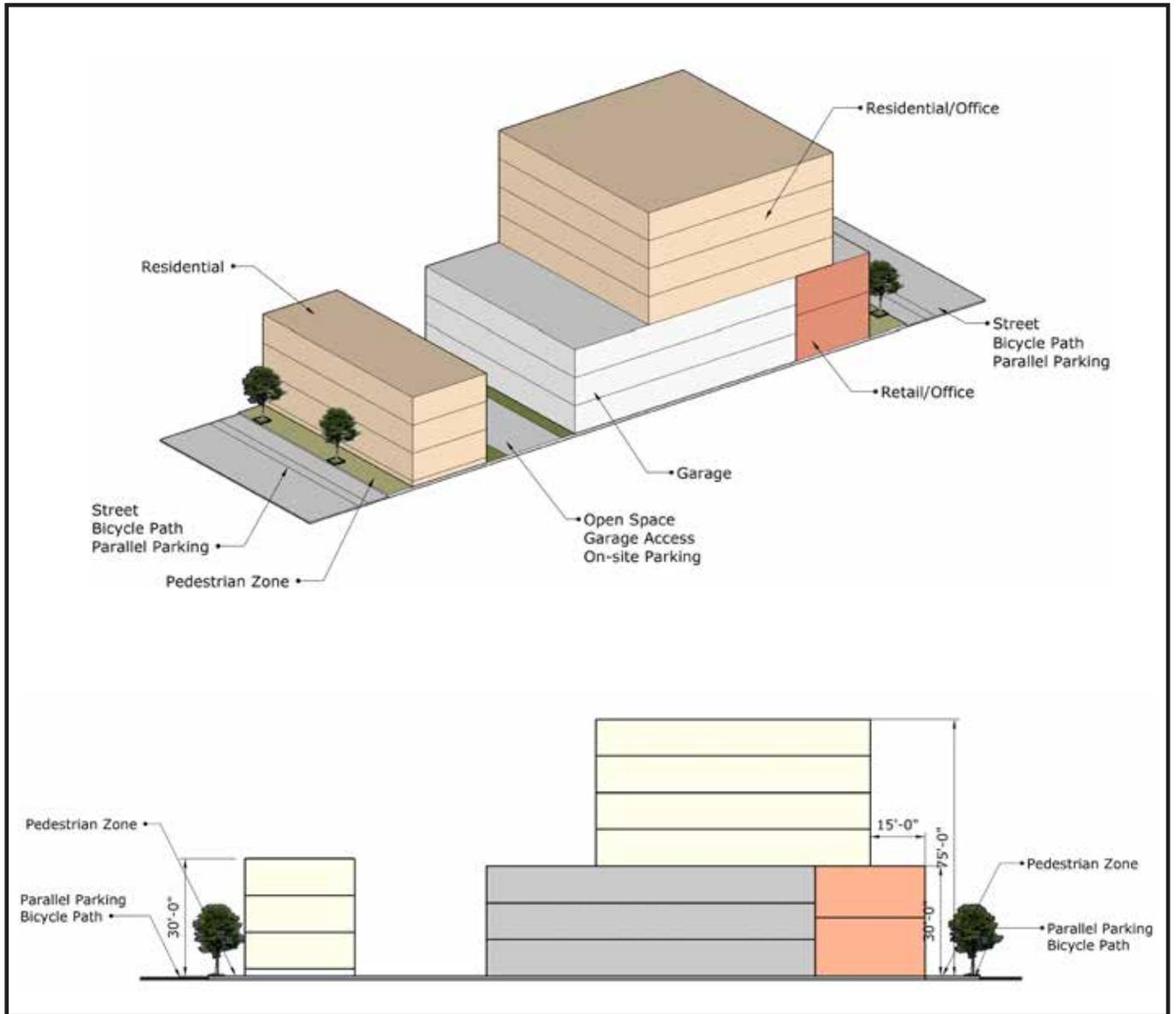


Figure 45: SE 4th St. Design Diagram



Figure 46: Example of Mixed Use High Project in the Downtown District



Figure 47: Downtown District Master Plan





CRA BOARD MEETING OF: March 10, 2020

OLD BUSINESS

AGENDA ITEM: 14.D.

SUBJECT:

Consideration and Discussion of the Property Inspection for the Purchase and Sale Agreement associated with 209 N. Seacrest Boulevard

SUMMARY:

On February 3, 2020, CRA staff met and had discussions with the City of Boynton Beach Building Official and Fire Marshall regarding the possible conversion of the existing two-story, 6,961 square foot building located at 209 N. Seacrest Blvd. into new co-working space (see Attachment I). If converted to a new use, the Building and Fire Departments would consider it a change in use from mixed-use to professional office use under the 6th Edition of the Florida Building Code and the 2015 National Fire Protection Association (NFPA) Codes and Standards. The most critical items that will need to be addressed are the life safety issues which requires means of egress from the first floor to the second floor and from the second floor. Additionally, since the building was built in 1961 and was recently used as a professional office with what appears to be a residential unit on the second floor, a number of the basic building components within the building have not and been updated to meet the current ADA/Florida Accessibility, mechanical, electrical, and plumbing codes.

Without architectural plans delineating the different office use components, the initial renovation costs can only be based on a dollar per square foot estimate. CRA staff obtained a basic cost at a minimum of \$300 per square foot from several sources who have had experience with the initial estimates for the various components of the Town Square project and have spoken to representatives of E2L Real Estate Solutions, LLC, the current occupants of the second floor, who can verify the poor condition of the plumbing system based on recent plumbing repairs. The total of the renovation of the 2nd floor residential space (approximately 1,250 s.f.) building is \$375,000 and over \$2 million dollars for the entire building.

BACKGROUND

In late September 2019, the owners of the properties located at 209 and 217 N. Seacrest Boulevard contacted the CRA's Executive Director and City Manager regarding their desire to sell their interest in the parcels.

The two combined properties total approximately 1.29 acres and it is currently zoned C-2

(Neighborhood Commercial). The CRA Plan provides a recommendation for the property to be Mixed Use Medium, with 40 du/ac and a height maximum of 65 feet, with potential TOD bonuses under the Workforce Housing Ordinance (see Attachment II). The combined parcels could also accommodate approximately 30,000 - 40,000 square feet of residential, office, and retail uses.

On January 6, 2020, the CRA Board entered in Purchase and Sale Agreements for these two properties for the total amount of the appraised value of \$3 Million. Acquisition of the properties will be done after the termination dates of the existing leases by providing specified amounts of deposit funding to the owner in increments over the course of the contract period to spread the CRA's financial expense out over multiple years. The contract terms are listed below for the Board's consideration:

209 N. Seacrest Boulevard

- \$1.4 million with a \$100,000 deposit
- For consideration of the length of time between execution and closing without any price adjustments, Seller requests that \$50,000 go hard and released to the Seller 60 days after execution. The full \$100,000 deposit will be credited to the CRA at closing.
- Closing would not take place until such time as all of the existing lease agreements have ended and the building can be closed as "vacant" which we discussed would be best to say an October 31, 2020 closing.
- Seller shall maintain all aspects and responsibilities, including rent, under his the terms of the current leases until expiration and closing.
- Seller agrees not to refinance or take out any funding or loans against the property for the duration of time prior to closing.
- the 209 N. Seacrest Boulevard property is contingent on the results of the 60-day due diligence period.
- The Board approved a cap of \$50,000 for any repairs that is needed. However, if the cost of the repairs is more than \$50,000, staff will bring this back to the Board for direction.

FISCAL IMPACT:

To be determined.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

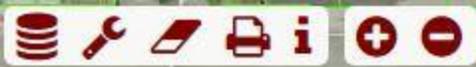
CRA BOARD OPTIONS:

To be determined by CRA Board consideration and discussion.

ATTACHMENTS:

Description

- ☐ **Attachment I - Location Map**
- ☐ **Attachment II - 2016 Redevelopment Plan - Boynton Beach Boulevard District**



[View Property Record](#)

Owners

BOYNTON BEACH CONGREGATIONAL
UNITED CHURCH OF CHRIST INC

Property detail

Location 115 N FEDERAL HWY
Municipality BOYNTON BEACH
Parcel No. 08434528030060010
Subdivision BOYNTON TOWN OF IN

Book Page

Sale Date

Mailing Address 115 N FEDERAL HWY
BOYNTON BEACH FL 33435 4114

Use Type 7100 - RELIGIOUS
Total Square Feet 13664

Sales Information

Sales Date	Price
MAY-1986	100
MAR-1981	100

Appraisals

Tax Year	2017
Improvement Value	\$521,087
Land Value	\$836,444
Total Market Value	\$1,357,531

All values are as of January 1st each year

Assessed/Taxable values

Tax Year	2017
Assessed Value	\$1,357,531
Exemption Amount	\$1,357,531
Taxable Value	\$0





Boynton Beach Boulevard District

Introduction
Planning Challenges
Planning Considerations
The Vision
Recommendations

Introduction

Currently there is no adopted plan for the Boynton Beach Boulevard corridor. There were public workshops held in 2005 to discuss the vision for the corridor, and many of the recommendations from those workshops are incorporated into this plan. There has been little redevelopment progress along the corridor at the scale envisioned by this Plan due to lack of developable parcels, no clear development vision and little to no public investment.

The CRA invested in a public parking lot in 2015 to serve the future downtown growth. The Agency is currently in the planning phase for improvements to Boynton Beach Boulevard.

The Boynton Beach Boulevard District consists of the Boynton Beach Boulevard corridor between I-95 and the FEC Railway. The District extends north to N.E. 3rd Avenue and south to W. Ocean Avenue (west of Seacrest Boulevard) and N.E. 1st Avenue (East of Seacrest Boulevard).

This area is the main entry into the downtown from the I-95 exit and will therefore establish the first impression that visitors and many residents have of the City. The district also provides easy access to the City's public beach, the Boynton Harbor Marina, City Hall, the Children's Schoolhouse Museum and the Library.

The areas directly north and south of the District are predominately large single-family neighborhoods. There is no buffer between the commercial uses fronting the corridor and residential uses which has held back property values in these neighborhoods.

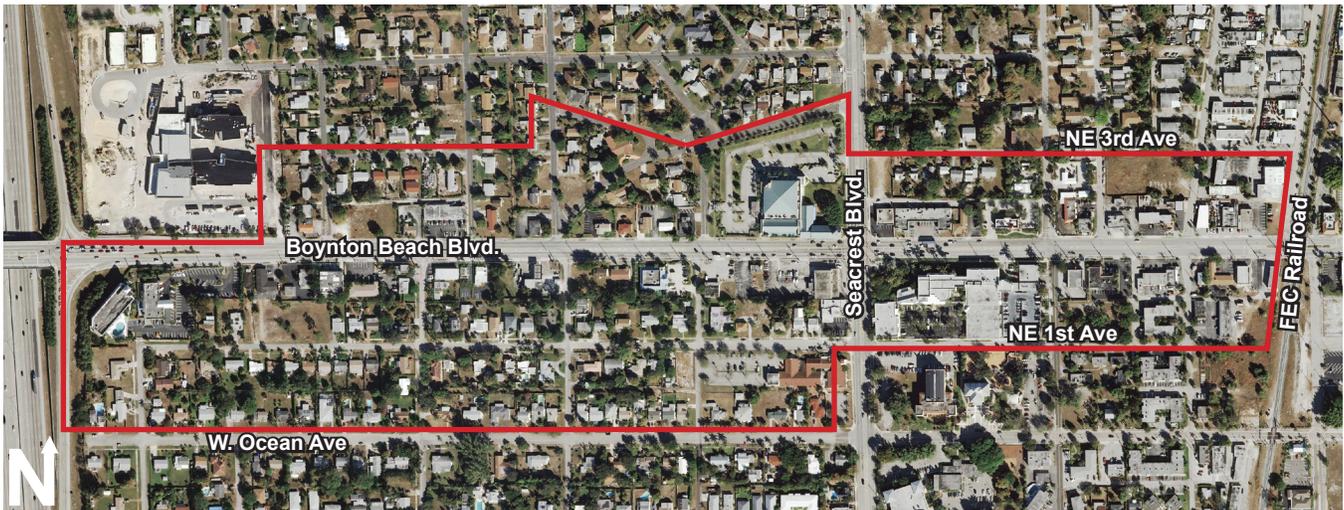


Figure 10: Boynton Beach District Location Map

Planning Challenges

As the City's population grew, Boynton Beach Boulevard was widened to five lanes thereby accommodating higher traffic speeds and higher traffic volume, while lowering the aesthetic quality of the corridor. Additionally, commercial zoning only extends one-half block deep from Boynton Beach Boulevard which represents insufficient land necessary to support the land

assembly and redevelopment for viable commercial uses. As a consequence, business activity along the corridor has primarily consisted of minimal conversion of single-family houses to commercial uses rather than redevelopment at the scale envisioned for this Plan. Nearly all of the parking for the businesses along the Boulevard is



in front of the buildings meaning that in many cases, cars have to back out into traffic. There are numerous curb cuts for each commercial use along the corridor leaving little room for landscape improvements and the pedestrian zone.

Due to the widening of the Boynton Beach Boulevard over the years, vehicular use has been emphasized over pedestrian or bike use. Under the current configuration of the roadway, there is insufficient right-of-way for landscaping, wider sidewalks, bike lanes, bus shelters and street furniture. Recently large utility poles were installed on the south side of the Boulevard adding to the visual blight of the corridor. There are only three signalized intersections that have formal pedestrian crossing zones. Pedestrians must walk several blocks in order to cross the Boulevard.

There are no destinations along the corridor to attract the interest of visitors or residents other than City Hall and the Post Office. The majority of the businesses belong to the small service industry with few employees. The buildings are outdated, being constructed from the 1930's to the 1970's. The majority of the buildings are for single-tenant or single-use with no cross-access for pedestrian or vehicular circulation purposes or for sharing of parking resources. Additionally, there are no large parcels ready for redevelopment thereby requiring land assemblage and willing sellers.

City Hall is located along Boynton Beach Boulevard but is envisioned to be relocated into the Cultural District as part of the Town Square project. City Hall and the other civic uses occupy 3.71 acres and offer an opportunity for a public-private partnership to facilitate a catalyst for redevelopment within the District.



Figure 11: Examples of Districts Planning Challenges



D. *District Plans*

Planning Considerations

Several factors were considered in determining the land use designations for the Boynton Beach Boulevard District. Just east along the District is the location of the future site of the Tri-Rail Coastal Link commuter service on the FEC Rail line, which will serve the South Florida metropolitan region. To improve land development patterns in advance of station development, the City adopted a Downtown Transit Oriented Development District (DTOD), covering a ½ mile radius around the planned station. The DTOD district regulations support increased intensity of development through a 25% density bonus. The Boynton Beach Boulevard District and DTOD district overlap; only the area from I-95 to (approximately) N.W. 2nd Street is not included within the DTOD District.

A second consideration is that the Boynton Beach Boulevard District is entirely enclosed within the Transportation Concurrency Exception Area (TCEA) which, in addition to the residential exception area applicable east of I-95, exempts all development from the Palm Beach County traffic concurrency thus allowing denser development.

The Plan recommends that the higher density and height occur within this District where both the TCEA and the TOD overlap.

NW 1st Avenue Historic District:

The potential NW 1st Avenue historic district contains thirteen properties, seven of which would be considered “contributing properties”. The designation process was applied but failed to produce a positive result (although the outcome of the vote was very close). It is recommended that the designation of a historic district be again explored in the future if there isn’t any assemblage of the properties on the north side of NW 1st Avenue for commercial development. In the meantime, the owners of the “contributing” sites will be contacted to determine their interest in applying for individual designation of their properties.



Figure 12: Historic Property on First Avenue

Vision

The Boynton Beach Boulevard District is envisioned to serve as a welcoming and beautiful entry into the Downtown District. Pedestrians will be encouraged to walk along the broad sidewalks in the shade of mature trees to visit the various stores and restaurants along the corridor. Bicyclists will safely travel along the corridor and will be able to park their bikes at one of the local shops where they'll meet a friend for a cup of coffee. Visitors will be able to find their way to the marina, the Children's Schoolhouse Museum and the Public Library using the various way finding signs along the corridor. Investors will see the value of developing in downtown Boynton Beach based on the public improvements and will begin to assemble land for development of mixed-use projects.

Recommendations: Streetscape

Streetscape enhancements are recommended for the Boynton Beach Boulevard District. The space for these enhancements may be obtained through either right-of-way dedications or public easements and should include:

- Implement a Complete Streets program for Boynton Beach Boulevard including the addition of:
 - On-street parking
 - Bike lanes
 - Enhanced median with mature tree canopy (at time of planting) and landscape lighting
 - Marking of major intersections with materials such as pavers, paint, etc.
 - Narrowing of travel lanes to create space for landscaping and wider sidewalks and to make the street safer for bicyclists and pedestrians.
- Create a Pedestrian Zone adjacent to the right-of-ways that is inviting, safe and includes:
 - Addition of canopy street trees
 - Minimum 8' wide clear sidewalk
 - Minimum 8' wide active use area abutting the building
 - Decorative light poles at both the vehicular and pedestrian scales
 - Enhanced street furniture, bus shelters, bike racks and receptacles
 - Active uses along the first floor of development
- Create a greenway along the north side of NW 1st Avenue per the Connectivity Plan
- Create way finding signage to mark the entry into the City and brand the district
- Install public art in key locations
- Provide additional pedestrian crossings where needed
- Underground overhead utilities

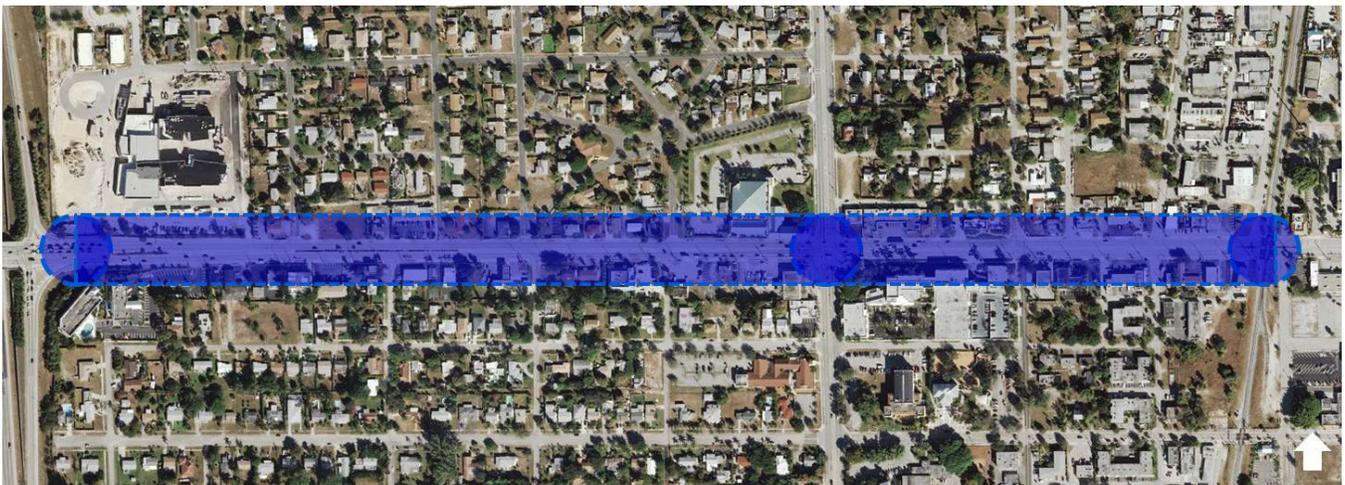


Figure 13: Boynton Beach Blvd. District Streetscape Recommendations Area

Entrance enhancements

- Signage / Gateway

Intersection enhancements

- Directional signage
- Pavement / material
- Landscaping
- Public art location
- Safe pedestrian crossing

Intersection enhancements

- Entry to Downtown
- Directional signage
- Pavement / material
- Landscaping
- Public art location
- Safe pedestrian crossing

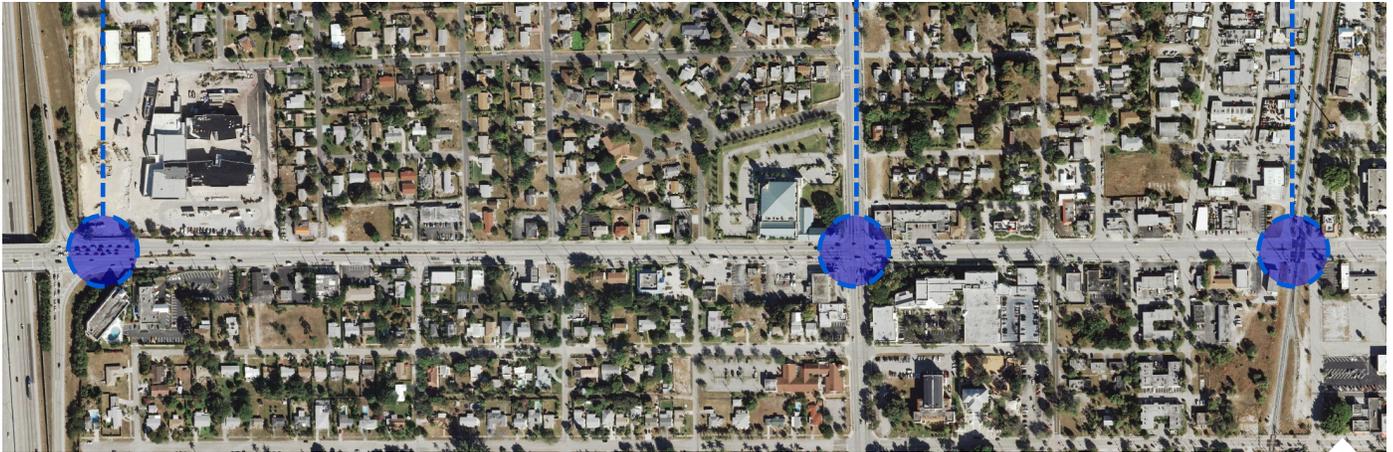


Figure 14: Intersection enhancements on Boynton Beach Blvd.



Figure 15: Example of streetscape enhancements on Boynton Beach Blvd.

Boynton Beach Boulevard Design: West of Seacrest Boulevard

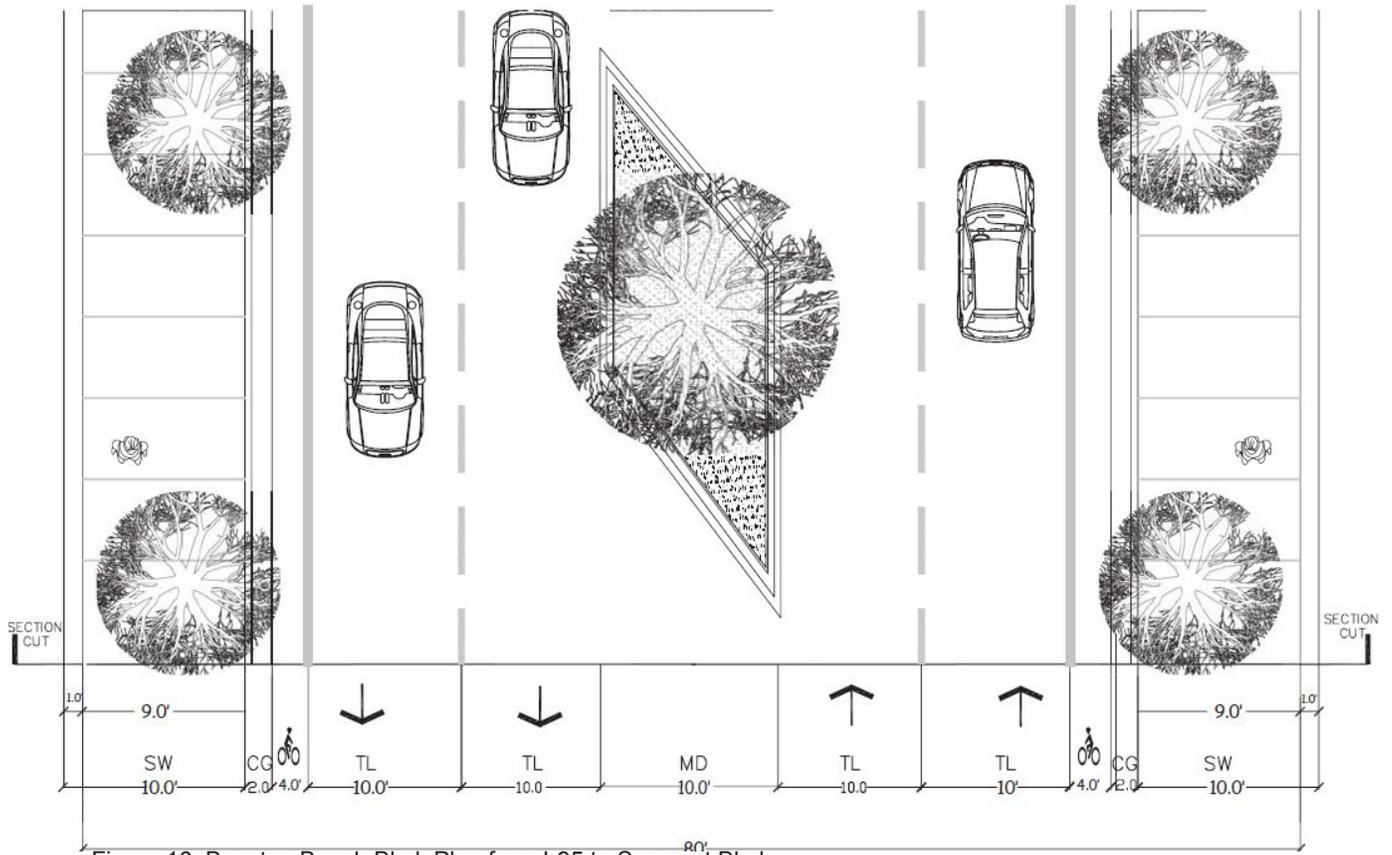


Figure 16: Boynton Beach Blvd. Plan from I-95 to Seacrest Blvd.

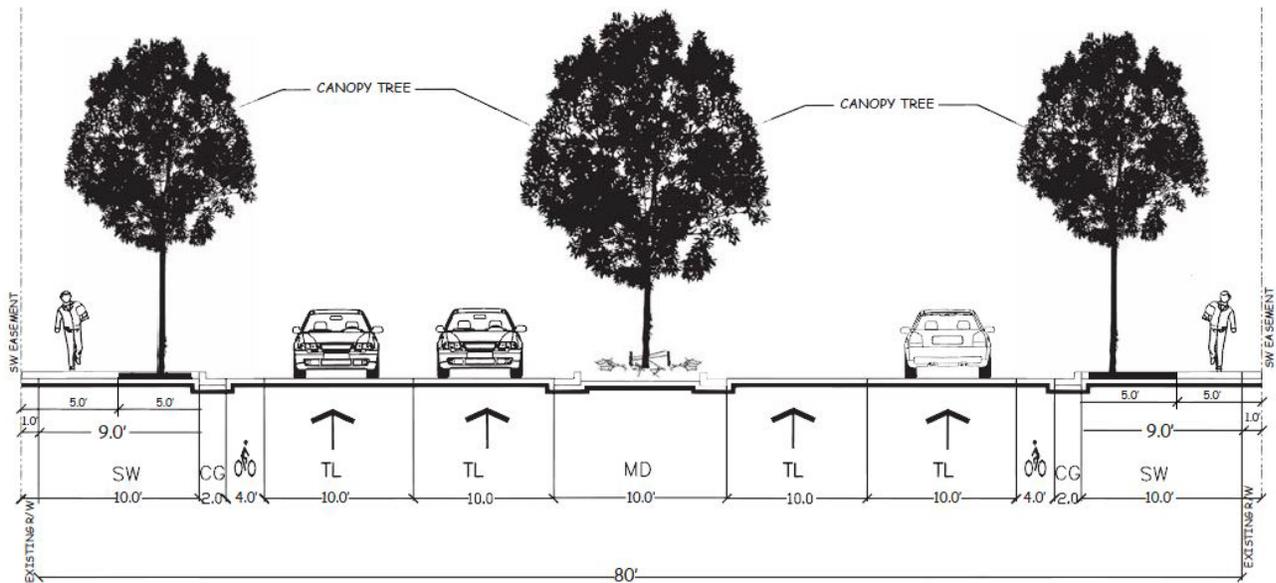


Figure 17: Boynton Beach Blvd. Section from I-95 to Seacrest Blvd.

Boynton Beach Boulevard Design: East of Seacrest Boulevard

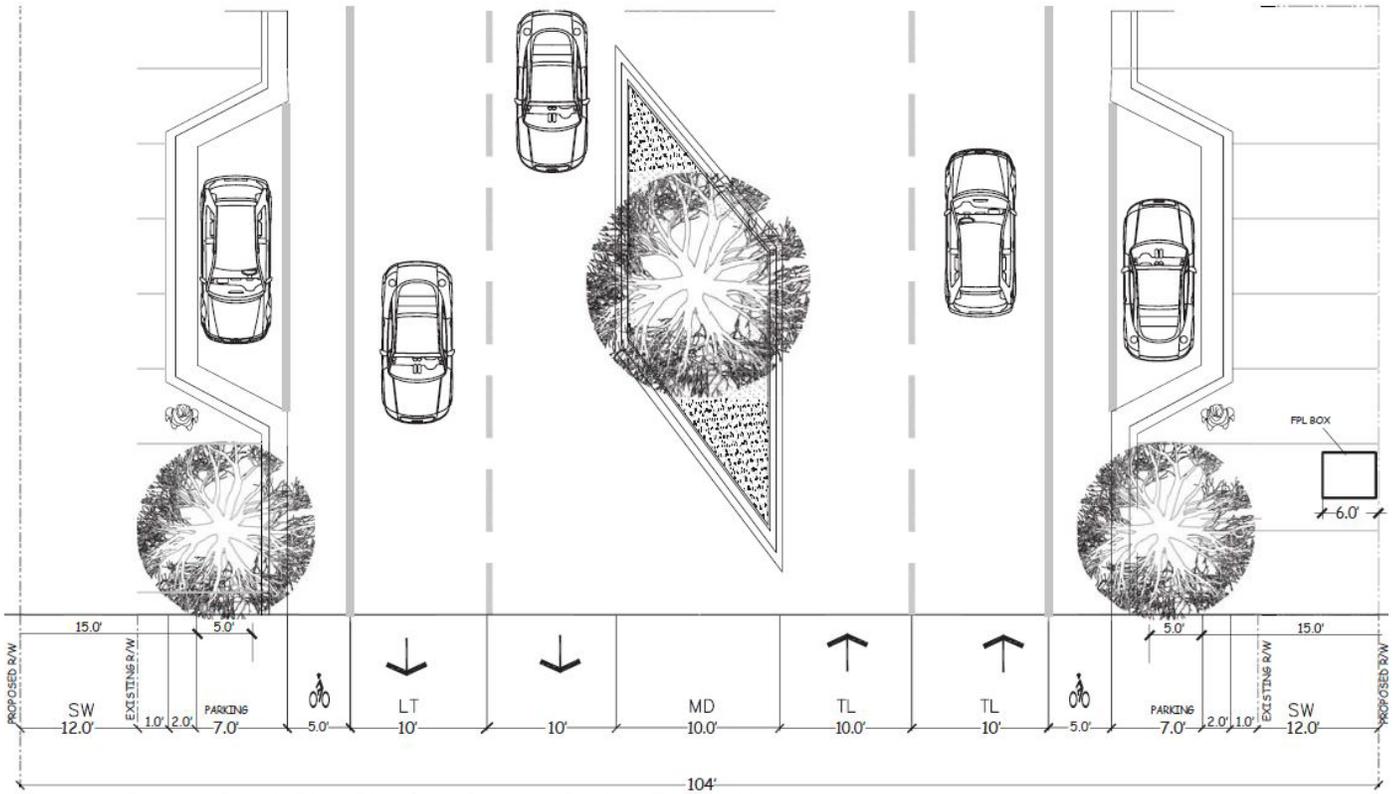


Figure 18: Boynton Beach Blvd. Plan from Seacrest Blvd. to Federal Hwy.

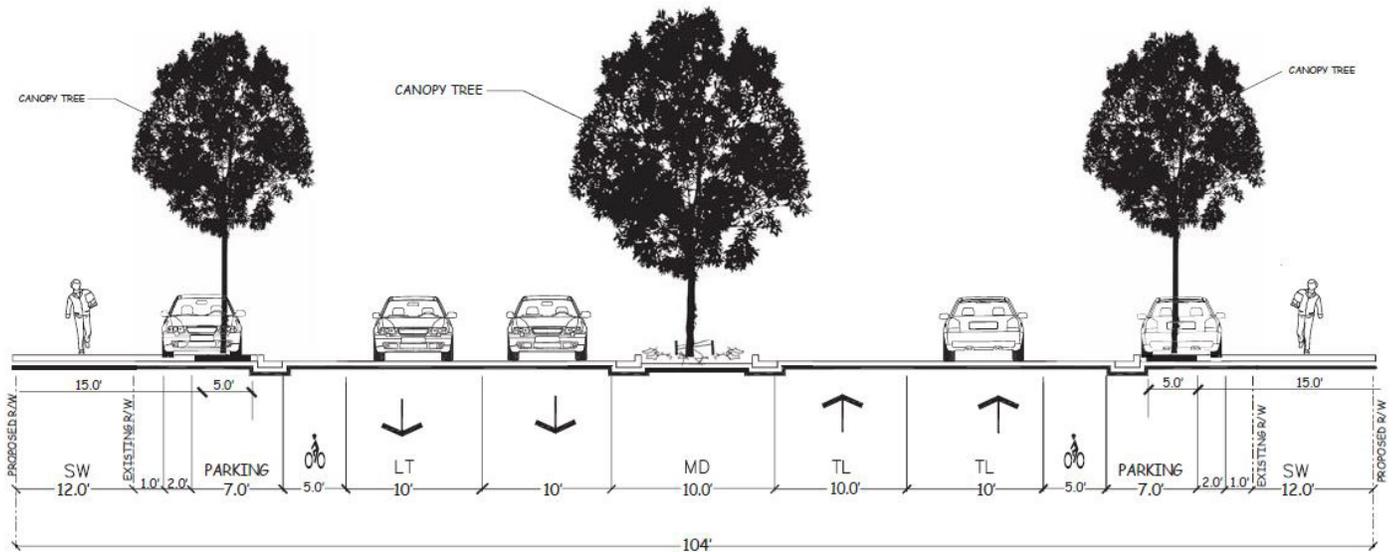


Figure 19: Boynton Beach Blvd. Section from Seacrest Blvd. to Federal Hwy.

Recommendations: Land Use

The predominant existing future land use designation along the Boynton Beach Boulevard corridor is Local Retail Commercial. Other future land use designations are Public and Private and Governmental/Institutional (where City Hall is located) and Office Commercial. The Local Retail Commercial designation only extends one-half block to the north and south of Boynton Beach Boulevard. The lack of depth has prevented successful projects from being developed along the corridor. In order to encourage a vibrant corridor with the desired private development and public spaces, it is recommended that the following future land use changes be made:

- From I-95 east to N.W. 1st Street, change Local Retail Commercial and Low Density Residential to Mixed-Use Low. The Mixed-Use Low land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.
- From N.W. 1st Street east to N.E. 3rd Street, change Local Retail Commercial, Public and Private Governmental/Institutional, Medium Density Residential, General Commercial to Mixed-Use Medium Future Land Use. The Mixed-Use Medium land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.
- From N. E. 3rd Street east to the FEC Railroad, change General Commercial, Industrial, Local Retail Commercial to Mixed-Use High future land use designation. The Mixed-Use High future land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.

Below is a table showing the proposed land use and zoning designations that will apply along the Boynton Beach Boulevard corridor:

Table 3: Recommended Future Land Use (FLU) Classifications within the Boynton Beach Blvd District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP	MAX HEIGHT
Low Density Residential	5	R1AAB, PUD, MHPD	5	30'
Mixed-Use Low	20	MU-1	20	45'
Mixed-Use Medium	50	MU-2	40	65'
		MU-3	50	75'
Mixed-Use High	80	MU-4	60	100'
		MU Core	80	150'

* Properties located within the TOD may receive a 25% density bonus

- MU Low**
- 20 du/ac
 - Max height 45'

- MU- Med**
- 40 du/ac
 - Max height: 75'
 - TOD Bonuses

- MU- High**
- 80 du/ac
 - Max height 150'
 - TOD Density Bonus

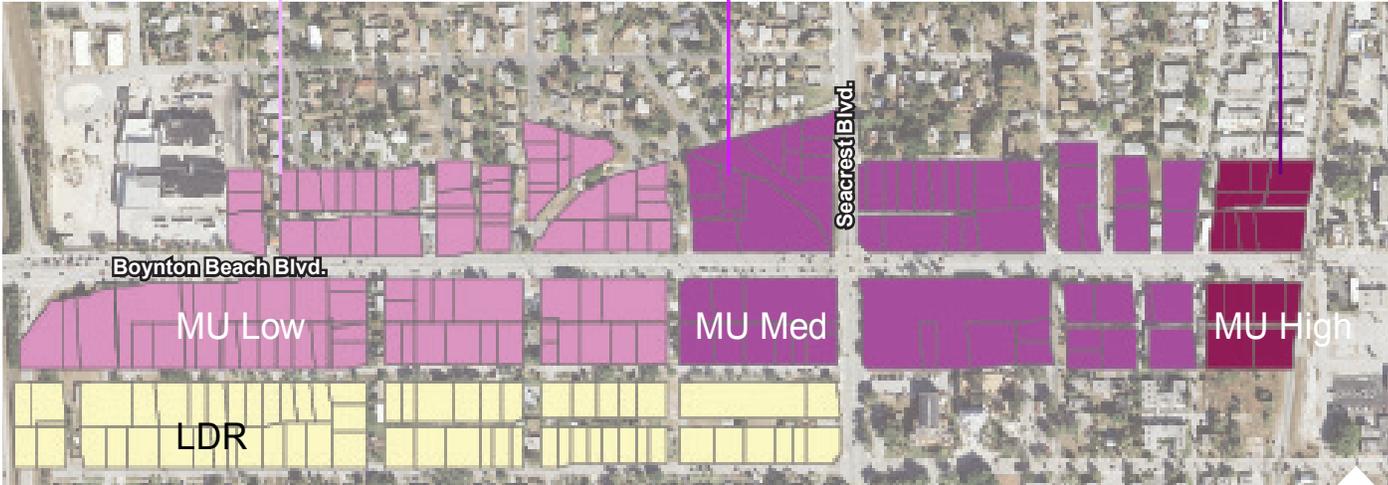


Figure 20: Recommended Future Land Use for the Boynton Beach Blvd. District

- MU Low**
- 20 du/ac (incentivized units)
 - Max height 45'
 - Redevelopment / infill
 - Commercial uses required
 - Parking at rear
 - Public greenway to buffer SFR
 - Two story max at street
 - Buildings set back to allow for pedestrian zone

- Town square**
- 40- 50 du/ac
 - Max height: 65'-75'
 - TOD Bonuses (height / density)
 - Commercial uses required

- MU- Med**
- 40-50 du/ac
 - Max height: 65'-75'
 - TOD Bonuses (height / density)
 - Commercial uses required
 - Max 4 stories on street

- MU- High**
- 60 – 80 du/ac
 - Max height 150'
 - TOD Density Bonus
 - Commercial uses required
 - Max 4 stories on street



Figure 21: Boynton Beach Blvd. Example Projects



D. *District Plans*

Recommendations: Urban Design

Create an overlay district for Boynton Beach Boulevard to control height at street frontage, building setback, design, uses, and overall character.

- The building shall be setback to accommodate the pedestrian zone.
- Active commercial uses shall be required on the street frontage of Boynton Beach Boulevard. Automobile oriented uses, such as, gas stations and car washes, are prohibited. Drive-thrus are only permitted when not visible from right-of-ways and completely behind a structure.
- Buildings fronting Boynton Beach Boulevard shall have maximized glazing on first floors.
- Approximately 75% of the lot frontage must be occupied by structure and adjacent to the pedestrian zone.
- Buildings fronting Boynton Beach Boulevard shall have a minimum height of 30'
- Buildings fronting Boynton Beach Boulevard shall be a maximum of 45' in height, any additional height permitted by the zoning districts must be stepped back proportionately to the overall height, a minimum of 10' deep.
- Parking shall be located to the rear or side of the property. MU-L Land Uses are permitted to have one (single loaded) row of parking in front of the structure.
- Only when access is not possible from the rear or side shall curb cuts be permitted on Boynton Beach Blvd.
- All buildings along Boynton Beach Blvd shall have pedestrian access from the right-of-way/ sidewalks.
- The main pedestrian entry, or front door, must be fronting Boynton Beach Blvd.
- Mixed use projects adjacent to single-family areas shall include greenways for proper buffering

Staff will review architectural styles and make recommendations regarding Architectural Guidelines that may enhance the character of the District. This process will include public input.



Figure 22: Example Greenway Recommended on First Avenue



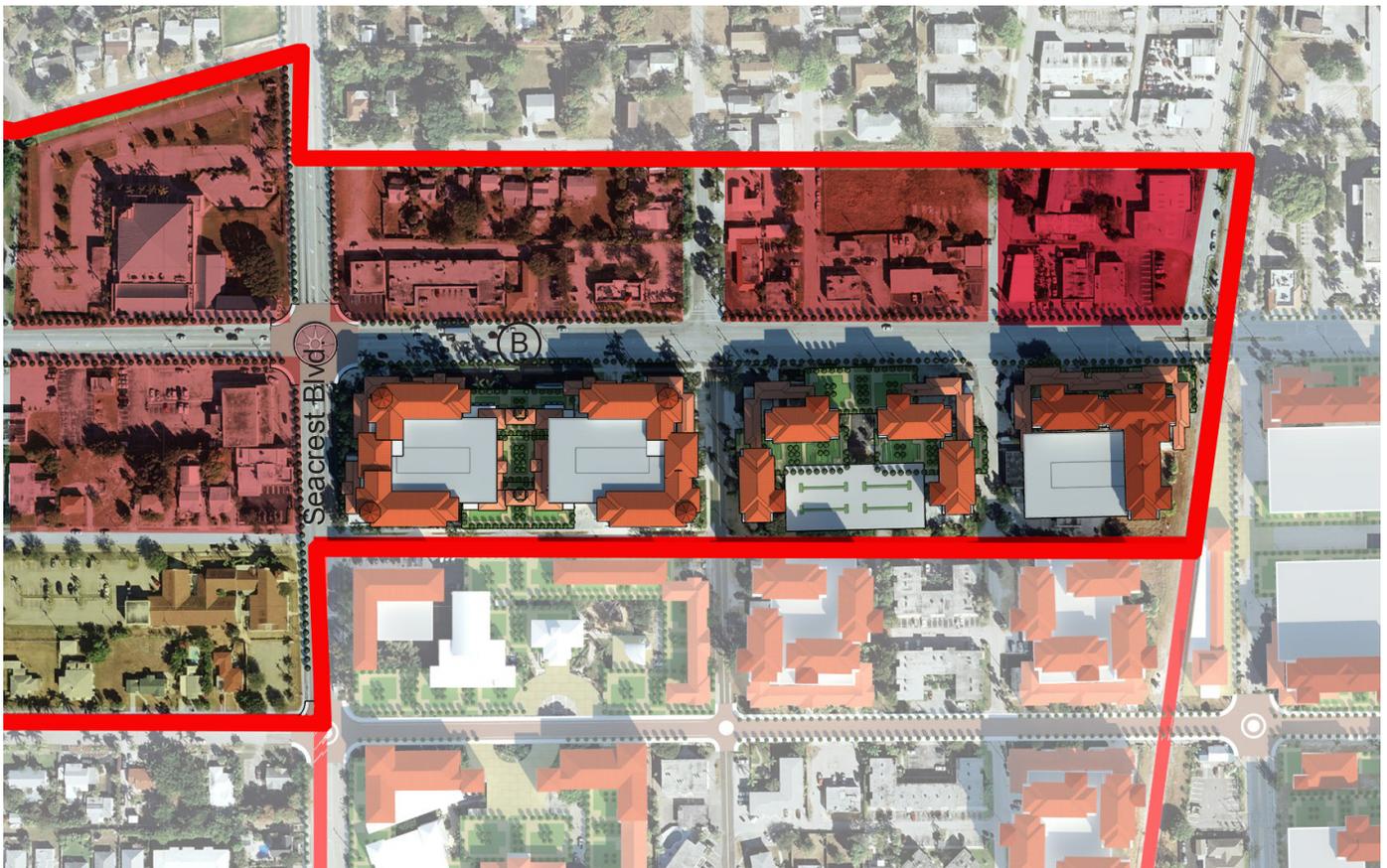
Figure 23: Example of Mixed Use Low Project on Boynton Beach Blvd.

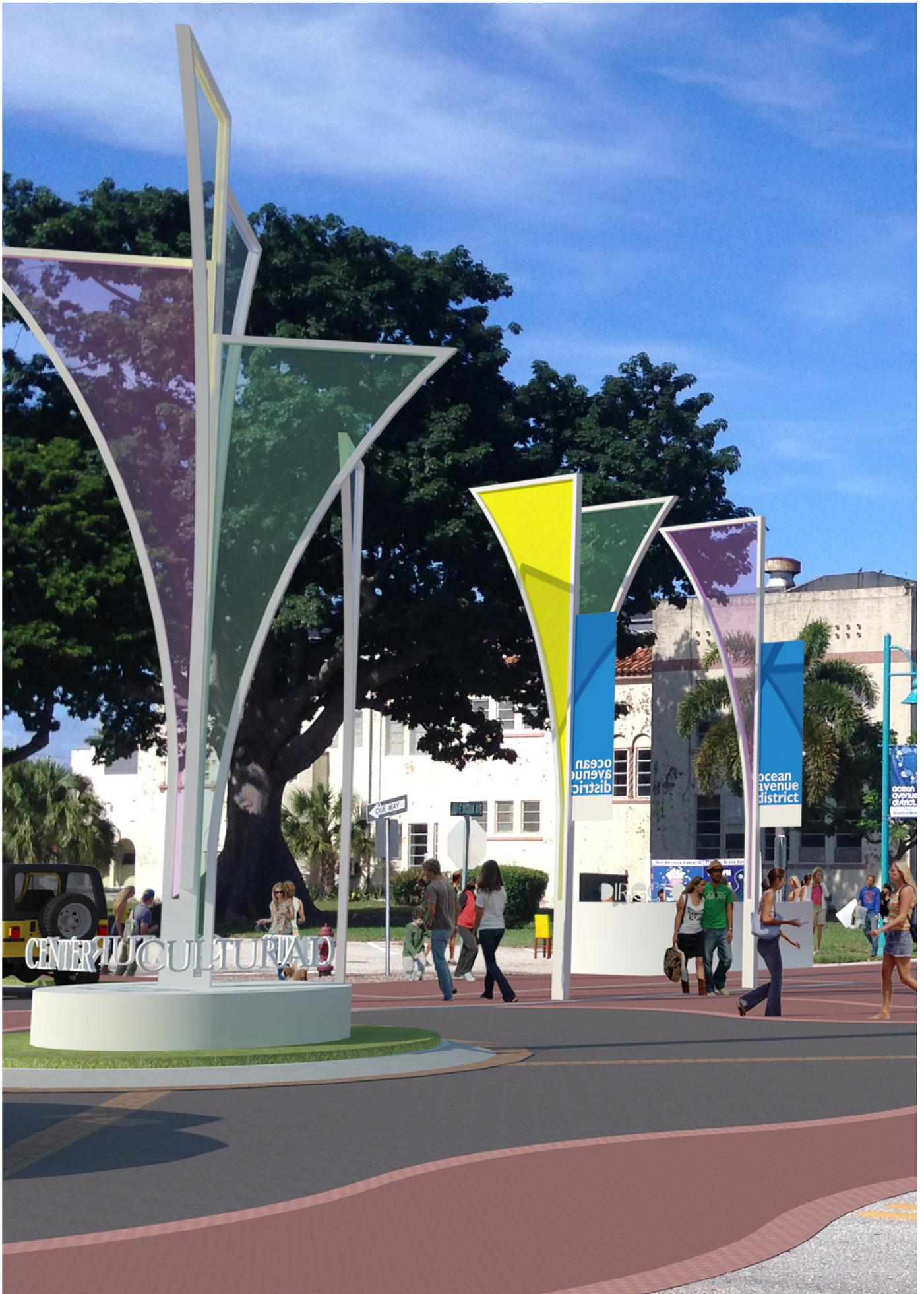
Figure 25: Boynton Beach Blvd. District Master Plan





Figure 24: Example of Mixed Use Medium Project on Boynton Beach Blvd.







CRA BOARD MEETING OF: March 10, 2020

OLD BUSINESS

AGENDA ITEM: 14.E.

SUBJECT:

Consideration of Approval of Boynton Village, LLC a/k/a The Preserve's Performance Audit for Year Ending December 31, 2019 for Compliance with the Direct Incentive Funding Agreement

SUMMARY:

The CRA entered into a Direct Incentive Funding Agreement with Boynton Village, LLC in December 2006 to provide incentive funding for the construction of affordable, fee-simple for sale townhouse units as part of the Agency's home ownership program. Subsequent amendments were approved by both parties; the First Amendment dated January 2008; and the Second Amendment dated October 2010 (see Attachment I, II & III).

As required under the terms of the Agreement, on February 10, 2020, the developer submitted a request for payment with their Compliance Audit for the 2019 tax year (Attachment IV). After review, CRA staff has determined that the developer is in compliance with the terms of the agreement.

As of September 30, 2019, the previous payments made under the DIFA Agreement total \$197,132 (see Attachment V).

- First payment \$45,759 (FY 14-15) – CRA Board Approved March 8, 2016
- Second payment – Boynton Village submitted for payment after the due date – CRA Board denied payment June 12, 2018
- Third payment - \$73,611 – CRA Board Approved June 12, 2018
- Fourth payment - \$77,762 – CRA Board Approved March 13, 2019

If approved by the Board, the CRA will be issuing the Year 5 payment for FY 2019-2020, in the amount of \$81,861 (see Attachment VI). The amount of the DIFA that remains with the CRA is \$74,064.

FISCAL IMPACT:

FY 2019 - 2020 Budget, Project Fund 02-58400-443, \$81,861

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

Approve of the Direct Incentive Funding payment to Boynton Village, LLC., for property tax year 2019 in the amount of \$81,861.

ATTACHMENTS:

Description

- ▣ **Attachment I - Executed DIFA Agreement**
- ▣ **Attachment II - 1st Amendment**
- ▣ **Attachment III - 2nd Amendment**
- ▣ **Attachment IV - Tax Year 2019 Compliance Audit**
- ▣ **Attachment V - Year to Date DIFA Payments**
- ▣ **Attachment VI - Year 5 Incentive Calculation**

DIRECT INCENTIVE FUNDING AGREEMENT

This Direct Incentive Funding Agreement (hereinafter "Agreement") is entered into as of the 12th day of December, 2006, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 915 South Federal Highway, Boynton Beach, Florida 33435.

And

Boynton Village, LLC, (hereinafter referred to as "Developer"), with a business address of 2121 Ponce de Leon Boulevard, PH, Coral Gables, Florida 33134, and/or assigns.

RECITALS:

WHEREAS, as part of its strategy to encourage homeownership by families within certain income brackets, the CRA has instituted certain programs to provide incentive funding to developers, including the Direct Incentive Program for Workforce Housing adopted on August 8, 2006, for direct assistance offered by the developer to such qualifying homebuyers; and

WHEREAS, at the September 12, 2006, meeting of the CRA Board, the CRA Board approved amending its Homebuyers Assistance Program and directed staff to begin negotiations with Developer to create between 25 and 50 affordable homeownership opportunities for a project known as The Preserve (hereinafter the "Project") (subsequently, Developer agreed to set aside 50 affordable units as set forth within this Agreement); and

WHEREAS, Developer is hereby submitting to the CRA a proposal to offer to qualified homebuyers such assistance for the Project; and

WHEREAS, the CRA intends to provide incentive funding to the Developer for such homeownership opportunities on the basis set forth herein; and

WHEREAS, this Agreement is not intended to be a "Development Agreement" within the meaning of Florida Statutes, Section 163.3221.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the parties as follows:

Section 1. Recitals. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

Section 2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Affiliate” of a party means any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with such party (whether directly or indirectly through one or more intermediaries). For the purpose of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting interest or by contract or otherwise.

“Affordable Access Unit” means the fifty (50) units committed to by Developer to qualify for the affordable access as described in this Agreement (also described as “Workforce Housing” within the CRA Guidelines).

“Agreement” means this Direct Incentive Funding Agreement and all exhibits and attachments thereto, as any of the same may hereafter be amended from time to time, by mutual agreement of the parties.

“Developer” means Boynton Village, LLC, and any assignee or transferee of Boynton Village, LLC, that is permitted under this Agreement, from and after the date of such permitted assignment or transfer.

“City” means the City of Boynton Beach, Florida.

“Pledged Project Increment Revenues” means the Project Increment Revenues received by the CRA which are pledged to the Developer as set forth within Section 6.1.C. of this Agreement.

“Project” means The Preserve as described above in the second “Whereas” clause, and as further described in the Application defined above and in the site plan defined below.

“Project Increment Revenues” means the amount deposited in the Redevelopment Trust Fund for the Redevelopment Area pursuant to Florida Statutes, Section 163.387, which is attributable to the Project, using \$1,025,000 as the 2004 base year amount in calculating such increment revenues, so that increment revenues for the Project are equal to all amounts over the base year amount.

“Property” means the real property described on **Exhibit “A”**, attached hereto.

“Redevelopment Area” means those areas within the limits of the City which have been declared blighted in accordance with the provisions of Florida Statutes, Chapter 163, Part III.

“Redevelopment Trust Fund” means the trust fund established pursuant to Section 163.387, Florida Statutes for the deposit of incremental revenues attributable to the Redevelopment Area.

“Site Plan means that as approved by the City of Boynton Beach City Commission by motion and vote on April 5, 2005, a copy of which is to be attached hereto as **Exhibit “B”**.

“Substantial Completion” or **“Substantially Complete”** means the point at which the Palm Beach County Property Appraiser has placed the improvements on the Tax Roll.

“Tax Collector” means the duly elected tax collector for Palm Beach County, Florida.

“Tax Roll” means the real property ad valorem assessment roll maintained by the Palm Beach County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

Section 3. Effective Date. This Agreement shall be effective on the date that the last party to sign executes this Agreement (hereinafter “Effective Date”).

Section 4. Developer Obligations – Construction. Developer agrees to construct or cause to be constructed the Project as described in the Site Plan in order to receive the full Direct Incentive Funding as provided for in Section 6 hereof. The Site Plan may be modified from time to time in accordance with and pursuant to the Code of Ordinances of the City of Boynton Beach; provided, however, that Developer shall not have the right to substantially reduce the number of residential units, change the exterior appearance, including landscaping, the size or scope of the amenity areas, the number of parking spaces or to make any other change which would cause the Project to differ substantially from the approved Site Plan without the prior written approval of the CRA in order to receive the full Direct Incentive Funding as provided for in Section 6 hereof. “Substantially” as used in this Section means any change that would require a major Site Plan Modification. Developer and the CRA acknowledge, agree and understand that the Project is under construction as of the date of this Agreement.

4.1. Non-Discrimination. Developer agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried on by Developer, its contractors, sub-contractors, or agents, in the performance of this Agreement. Should such discrimination occur, the CRA will provide notice to Developer that it claims there has been a breach of this condition and thereafter, Developer shall have fifteen (15) business days to demand arbitration as to the claim of discrimination. The parties will then mutually agree in writing to an arbitrator and if they cannot agree, the rules of the American Arbitration Association will govern. The arbitration will be governed by the rules of the American Arbitration Association regardless of whether an arbitrator is agreed upon by the parties. This arbitration shall be independent of any other actions being taken by other governmental agencies. However, a finding by any other agency or court that such discrimination has occurred may be relied upon by the CRA as conclusive proof of a breach of this provision, provided such finding is final and not appealable. If Developer does not demand arbitration within fifteen (15) business days, or if arbitration is conducted and it is determined by the arbitrator that discrimination occurred, the CRA shall have the right to terminate this Agreement and pursue any and all other lawful remedies. The cost of such arbitration shall be borne by the non-prevailing party. Such non-prevailing party shall be determined by the arbitrator.

4.2. Convicted Vendor List. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Developer certifies that it, and its affiliates, contractors, sub-contractors or agents who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the Effective Date.

Section 5. Affordable Access Requirements. As a condition precedent to its receipt of any funds pursuant to this Agreement, Developer and its successors or assigns, shall implement an affordable access component to the Project as provided for in this Agreement, the CRA's Workforce Housing Direct Incentive Program Guidelines, and as set forth below ("Affordable Access Requirements"). Implementation and maintenance of the Affordable Access Program shall be as follows:

5.1. Affordable Access – Residential.

5.1.1. Developer agrees to set aside fifty (50) units designated as Affordable Access Units.

5.1.2. Developer agrees to reduce the price of the fifty (50) units designated as Affordable Access Units by Sixty Thousand and No/100 Dollars (\$60,000.00) for the Cypress Model, Fifty Thousand and No/100 Dollars (\$50,000.00) for the Palm Model, and Forty Thousand Dollars (\$40,000.00) for the Banyan and Hibiscus Models (see attached Price List marked as Exhibit "C" which is attached hereto and made a part hereof) to buyers whose income does not exceed 120% of Median Household Income ("MHI") for Palm Beach County as set by the United States Housing and Urban Development ("HUD") for the year 2006. Proof of income qualification for the Affordable Access Units shall be provided to the CRA prior to any disbursement of Pledged Project Increments Revenue. Examples of acceptable forms of proof include HUD closing statements executed by the buyer and seller; copies of two years of tax returns; and/or paycheck stubs for all adults in the buyer's family for the two weeks prior to closing including proof of family size.

5.1.3. Qualifications for buyers of the Affordable Access Units and related re-sale requirements and restrictions shall be found in **Exhibit "D"** attached hereto and made a part hereof (the CRA Homebuyer Assistance Program Guidelines 2006/2007).

5.1.4. The re-sale limitations and requirements set forth herein shall be included in the deeds of sale, to be executed by Developer as seller (or its successors or assigns) and the purchaser at the time of closing on the initial sale of the Affordable Access Units; shall constitute a covenant running with the unit; and shall be recorded in the Public Records of Palm Beach County, Florida. CRA shall approve the form of the deed prior to execution.

5.2. Performance Audit. Prior to receiving the annual allotment of Pledged Project Increments Revenue, Developer shall provide written audited verification, at its sole cost and expense, of substantial completion and of compliance with the requirement to sell 50 Affordable Access Units.

5.2.1. This performance audit shall be conducted by an independent Certified Public Accountant (CPA), selected and paid for by Developer with the approval of the CRA.

5.2.2. With respect to the Affordable Access Unit component of the Program, the CPA must examine the qualifying income data for every purchaser identified as a qualifying purchaser pursuant to the Affordable Access Unit requirements and must certify, in writing, the eligibility of all such qualifying Purchasers under the Program. The written opinion must include verification of the number of residential units which are owned by qualified purchasers. Developer must provide all necessary documents to conduct the audit including, but not limited to, the executed deeds and closing statements.

5.2.3. The examinations and opinions required under this Section must be conducted in accordance with generally accepted accounting standards established by the American Institute of Certified Public Accountants.

5.2.4. The audit required pursuant to this Section may be performed in conjunction with other auditing services.

5.2.5. Disbursement of the Pledged Project Increment Revenues shall only occur upon the CRA's acceptance of a properly documented and supported audit. Disbursement of Pledged Project Increments Revenue shall be conducted pursuant to the Direct Incentive Program for Workforce Housing Guidelines. An example of such funding disbursement is attached as Exhibit E.

5.2.6. It is acknowledged, understood and agreed that Developer may not be able to sell each Affordable Access Unit. In the event that not all Affordable Access Units are sold, then the funds Developer would otherwise be entitled to shall be reduced by an amount corresponding to the percentage as set forth in Section 6.1.A herein. See also Exhibit E as an example.

5.2.7. Exceeding the agreed upon requirements of the 50 Affordable Access Units shall not entitle Developer to additional funding under this Agreement or to a credit or set-off against any reduction in funds due to failure to meet the other Affordable Access Requirements in earlier years hereunder.

Section 6. Direct Incentive Funding. The direct incentive funding provided for under this Agreement is granted to Developer for the purpose of offsetting, in part, Developer's cost of creating fifty (50) affordable residential units.

6.1. Direct Incentive Funding Formula and Term. The CRA hereby agrees to direct fund, that is, to pledge and assign to Developer for a period of ten (10) consecutive years, as provided herein and below, an annual amount which equals the Pledged Project Increment Revenues as set forth in subsection 6.1.C. herein less any amounts deducted pursuant to the terms of Section 5 above due to the failure of Developer to comply with the Affordable Access Requirements of this Agreement.

- A. The Pledged Project Increments Revenue shall be awarded pro rata based on the proportion of Affordable Access Units sold to eligible buyers. For example, if ten (10) percent of affordable access units are sold in the first year the Project Increment Revenues are available, Developer is entitled to 10% of the eligible Pledged Project Increments Revenue that year. If, the following year 100% of affordable access units are sold, Developer is entitled to 100% of the Pledged Project Increments Revenues that year and in continuing years until the ten-year period has terminated. See Exhibit E attached hereto and made a part hereof for the estimated Pledged Project Increments Revenue Calculation for this Project.
- B. Developer shall have the option to postpone the first Pledged Project Increments Revenue disbursement to the following year at Developer's option with written notification provided to the CRA in advance of the disbursement.
- C. For the first through fifth disbursements of the Pledged Project Increments Revenue, the Developer shall be entitled to 75% of the Project Increment Revenues. For the sixth through tenth disbursements, the Developer shall be entitled to 25% of the Project Increment Revenues.

6.2. Commencement and Conditions of Funding. The ten (10) year term for each Phase for the receipt of Pledged Project Increments Revenue shall commence in the year that the following conditions are met:

- A. The Project is Substantially Complete;
- B. The completed improvements of each Phase have been placed on the Tax Roll;
- C. The CRA has determined that Project complies with the commitments and with all of the terms and provisions of this Agreement;
- D. All requirements as set forth within this Agreement have been complied with by Developer; and
- E. The CRA has received Project Increment Revenues from such improvements.

6.3. Disbursement of Funds. Except as otherwise provided herein, the Pledged Project Increment Revenues shall be disbursed to Developer by April 1 of the year following the corresponding ad valorem tax year

6.4. No Pledge of Pledged Project Increment Revenues. The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the CRA and agrees that such revenues shall not be assigned, pledged, hypothecated or secured by the CRA for the period covered by term of this Agreement.

6.5. Subordination. Any Pledged Project Increment Revenue of the CRA pursuant to this Agreement is subordinate to the pledge of the tax increment revenue given to secure the CRA's Tax Increment Revenue Bonds pursuant to Resolution No. 04-04, adopted December 6, 2004, as amended and supplemented.

Section 7. Events of Default, Remedies and Termination.

7.1. Default. Upon the occurrence of any one or more of the following events, all obligations of the CRA to disburse further funds under this Agreement shall terminate at the option of the CRA. Notwithstanding the preceding sentence, CRA may at its option continue to make payments or portions of payments after the occurrence of one or more of such events without waiving the right to exercise such remedies and without incurring liability for further payment. The CRA may at its option terminate this Agreement and any and all funding under this Agreement upon occurrence of any one or more of the following:

7.1.1. Any representation by Developer in or in connection with this Agreement is inaccurate or incomplete or false in any material respect.

7.1.2. The failure of Developer or its Affiliate to observe or perform any of the terms, covenants, conditions, obligations, or provisions of this Agreement in any material respect to be observed or performed by Developer or such failure continues for a period of thirty (30) days after written notice thereof from the CRA to Developer provided, however, that if the nature of Developer's default is such that more than thirty (30) days are reasonably required for its cure, then Developer shall not be deemed to be in default if Developer commenced such cure within said 30-day period and thereafter diligently pursues such cure to completion.

7.2. Remedies. Upon the occurrence of any one or more of the foregoing events, CRA may, at its option, give notice in writing to Developer to cure its failure of performance if such failure may be cured. Upon the failure of Developer to cure, CRA may exercise any one or more of the following remedies:

7.2.1. Terminate this Agreement upon not less than fifteen (15) days notice, by certified letter to Developer at the address specified in Section 8.5 of this Agreement, such notice to take effect when delivered to Developer.

7.2.2. Commence a legal action for the judicial enforcement of this Agreement and for any and all damages occasioned by Developer breach of this Agreement including, but not limited to, repayment of funds disbursed to Developer as a result of fraud or material misrepresentation.

7.2.3. Withhold the disbursement of any payment or any portion of a payment.

7.2.4. Take any other remedial actions that may otherwise be available under law.

7.3. Attorney's Fees and Costs. In any judicial action arising from this Agreement the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, at both the trial and appellate levels, from the non-prevailing party. However, the CRA shall not be required to exceed its limits of liability as set forth in section 768.28, Florida Statutes.

7.4. Law and Remedy. This Agreement shall be governed by the laws of the State of Florida. Venue of any and all legal actions arising from this Agreement shall be in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder, shall preclude any other or further exercise thereof.

7.5. Strict Performance. No failure by either party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's Default and no payment or acceptance of full or partial payments of amounts due under this Agreement during the continuance (or with CRA's knowledge of the occurrence) of any Default or Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term, or condition or of any other covenant, agreement, term, or condition. No waiver of any Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default. Payment by either party of any amounts due under this Agreement shall be without prejudice to and shall not constitute a waiver of any rights against the other party provided for under this Agreement or at law or in equity. One party's compliance with any request or demand made by the other party shall not be deemed a waiver of such other party's right to contest the validity of such request or demand. All the terms, provisions, and conditions of this Agreement and the restrictive covenants shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The 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, it being recognized that both parties have contributed substantially and materially to the preparation of the Agreement and the restrictive covenants.

7.6. Remedies Under Bankruptcy and Insolvency Codes. If an order for relief is entered or if any stay of proceeding or other act becomes effective against Developer or in any proceeding which is commenced by or against Developer under the present or any future federal bankruptcy code or in a proceeding which is commenced by or against Developer, seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any other present or future applicable federal, state or other bankruptcy or insolvency statute or law, CRA shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy or insolvency code, statute or law or this Agreement.

7.7. Termination. The obligations of Developer and CRA shall terminate upon the expiration of the Project Increment Revenues payments to Developer as provided in Section 6 above as a result of the expiration of the agreed upon payment periods.

Section 8. General Conditions.

8.1. CRA's Maintenance of Records and Annual Account Funding. Commencing with the Effective Date, the CRA shall maintain and administer separate financial records which reflect terms of this Agreement. Such records shall clearly document for the benefit of the CRA and Developer, the Base Year amount and the annual revenue collected by the CRA attributable to the Project and the annual amounts owing and paid under this Agreement.

8.2. Successors and Assigns. The CRA and Developer each binds itself and its successors, executors, administrators and assigns to the other party and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Prior to Substantial Completion of the Project, without the prior written consent of the CRA, Developer may transfer this Agreement to an Affiliate who reaffirms that Developer shall continue to be responsible for all the obligations of Developer under this Agreement in order to receive the full Pledged Project Increments Revenue as provided for in Section 6 hereof; provided, however, that prior to Substantial Completion of the Project, this Agreement may not be assigned by Developer to any third party without the prior written consent of the CRA and without the assignee's specific written assumption of all of the obligations of Developer under this Agreement. After Substantial Completion this Agreement may be assigned by Developer; provided, however, that any assignee thereto shall specifically assume all of the obligations of Developer under this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and Developer. In the event that the CRA determines that Developer is in violation of this paragraph, the CRA shall have the right to terminate this Agreement and to seek repayment of the funds paid by the CRA to Developer.

8.3. No Brokers. CRA and Developer each represents to the other that it has not dealt with any broker, finder, or like entity in connection with this Agreement or the transactions contemplated hereby, and each party shall indemnify the other against any claim for brokerage commissions, fees, or other compensation by any person alleging to have acted for or dealt with the indemnifying party in connection with this Agreement or the transactions contemplated hereby.

8.4. Indemnification and Hold Harmless. Developer agrees to protect, defend, reimburse, indemnify and hold the CRA, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of every kind and character (sometimes collectively "Liability") against and from the CRA which arise out of this Agreement, except to the extent that any of the Liability results from the negligence or willful misconduct of the CRA. Developer recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of this clause in accordance with the laws of the State of Florida. CRA's indemnification obligations shall not exceed the

statutory limits provided within Section 768.28 Florida Statutes, and CRA does not waive its sovereign immunity rights. This paragraph shall survive the termination of the Agreement.

8.5. Notices and other Communications. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other (or any recognized mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project, each such notice, demand, request, consent, approval or other communication (referred to in this Section 9.4 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by (i) certified or registered United States Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

If to Boynton Village: Boynton Village, LLC
c/o Cornerstone Group Development, LLC
Attention: Leon Wolfe
2121 Ponce de Leon Boulevard, PH
Coral Gables, Florida 33134

With Copies to: Michael Weiner, Esq.
Weiner & Aronson, P.A.
102 North Swinton Avenue
Delray Beach, Florida 33444

If to CRA: Boynton Beach Community
Redevelopment Agency
Lisa Bright, Executive Director
915 South Federal Highway
Boynton Beach, Florida 33435

With Copies to: Kenneth G. Spillias, Esq.
Lewis, Longman & Walker, P.A.
1700 Palm Beach Lakes Boulevard, Suite 1000
West Palm Beach, Florida 33401

8.5.1. Any Notice may be given in a manner provided in this Agreement on either party's behalf by its attorneys designated by such party by Notice hereunder.

8.5.2. Every Notice shall be effective on the date actually received, as indicated on the receipt therefore, or on the date delivery thereof is refused by the intended recipient.

8.6. Time is of the essence. The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

8.7. Entire Agreement. The CRA and Developer agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other

than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

8.8. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Any exhibits not physically attached shall be treated as part of this Agreement and are incorporated herein by reference.

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

8.10. Priority of Interpretation. In the event of any conflict between the terms and conditions of this Agreement and the Direct Incentive Program, the terms and conditions of this Agreement shall prevail.

8.11. Headings. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

8.12. Insurance. All parties hereto understand and agree that the CRA does not intend to purchase property insurance in connection with this Project.

8.13. Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the CRA and Developer (or in any representative capacity) as applicable, has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

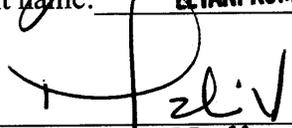
8.14. Recording. This Agreement may be recorded in the Public Records of Palm Beach County, Florida.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES


Print name: LEYANI ROMAN

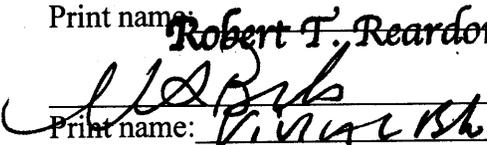

Print name: Melissa Velez

BOYNTON VILLAGE, LLC

By: 
Print name: LEON J. WOLFE
Title: President
Date: 12/17/06

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY


Print name: Robert T. Reardon


Print name: Vincent

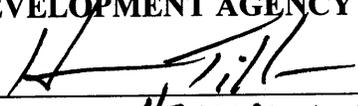
By: 
Print name: HENDERSON Tillman
Title: Chairperson
Date: 12/12/06

Exhibit "A"
Property Description

That portion of Lots 20 through 26, inclusive, lying East of the West line of Section 15, Township 45 South, Range 43 East, Boynton Beach, Florida as shown on the Plat of SAM BROWN JR.'S HYPOLUXO SUBDIVISION, as recorded in Plat Book 1, Page 81, in and for the Public Records of Palm Beach County, Florida, less however the South 332 feet, of the West 165 feet, (as measured along the West and South lines) thereof.

Together with the beneficial interest in that certain Ingress and Egress Easement contained in Warranty Deed recorded in Official Records Book 3580, page 1323.

Together with the beneficial interest in that certain Utilities Easement contained in Warranty Deed recorded in Official Records Book 3580, Page 1323, as modified by Relocation and Grant of Easement recorded in Official Records Book 6686, page 191.

Exhibit "C"
Price List



PRICE LIST

Banyan 2 Bed 2 Bath 1 car garage 1,071 sq. ft. a/c area	From \$289,990
Cypress 2 Bed, plus Den / Bedroom, 2 Bath 1 car garage 1,561 sq. ft. a/c area	From \$349,990
Hibiscus 3 Bed 3 Bath 1 car garage 1,557 sq. ft. a/c area	From \$279,990
Palm 3 Bed 3 Bath 1 car garage 1,601 sq. ft. a/c area	From \$289,990

Prices subject to change without prior notification
7/29/06



PLANS, MATERIALS AND SPECIFICATIONS ARE SUBJECT TO ARCHITECTURAL, STRUCTURAL AND OTHER REVISIONS AS THEY ARE DEEMED ADVISABLE BY THE DEVELOPER, BUILDER OR ARCHITECT, OR AS MAY BE REQUIRED BY LAW. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE. ALL RENDERINGS ARE ARTISTS CONCEPTION.

Exhibit "D"
CRA Homebuyer Assistance Program Guidelines



**Boynton Beach Community Redevelopment Agency
Homebuyer Assistance Program
(HAP)
2006/2007**

The Boynton Beach Community Redevelopment Agency (CRA) recognizes that the future economic health of the City depends upon the sufficient supply of housing priced for working families. As housing prices climbed by double digits in 2005-2006, many families were priced out of the housing market.

The City of Boynton Beach receives State Housing Initiative Partnership Program (SHIP) dollars to provide down payment assistance to low and moderate income families. Due to rapid housing appreciation, the number of low and moderate income families who can afford to buy homes has decreased. In an effort to assist more families the CRA has implemented the Homebuyer Assistance Program. Program funds can be layered with the City's SHIP Down Payment Assistance Program to provide gap financing to families. If SHIP funds are unavailable, HAP funds can be used as the sole source of down payment assistance as long as applicants meet all SHIP criteria as set by the City of Boynton Beach.

Program Guidelines

1. Funding is on a first-come, first-approved basis.
2. Applicants must meet all of the qualification criteria of the SHIP Down Payment Assistance Program. HAP qualification will be conducted by the City's Community Improvement Department or a Community Housing Development Organization (CHDO). A request for HAP funds must be made on the applicant's behalf by either the City or CHDO.
3. Purchase Price
New – Not to exceed \$280,462
Existing – Not to exceed \$280,462
New Home Construction Loans- the value of the City/CRA lot awarded to homebuyer is excluded from the CRA/City subsidy amount, but is included in the permanent mortgage encumbrance
4. Eligible Properties include existing, single-family homes, construction of new single-family homes, townhomes and condominiums located within the CRA.

5. Use of Funds:
 - a. Down payment and closing costs.
 - b. Rehabilitation costs (if required to bring the home up to code)
6. Families with dependent, minor children will receive preference.
7. Persons working within the City of Boynton Beach will receive preference.
8. Applicants employed in the "essential services" sectors (educators, police, firefighters, healthcare workers and skilled building trades) will receive preference.
9. Income from all adult members of the household will be included in the computation of gross income.
10. City and CRA funding shall not exceed 40% for moderate income buyers and 50% for low income buyers of the purchase price. The actual amount of funding awarded shall depend upon the funding gap. In no case shall CRA funding be awarded above the funding gap amount or \$50,000.00. Rehabilitation expenses related to bringing the home up to code may be included up to \$50,000.

Example #1:

Moderate Income Household	\$ 60,000
Purchase Price of Home	\$280,000
Closing Costs	\$ 5,000
Maximum Mortgage Amount	\$213,771
City's Maximum SHIP Down payment	\$ 50,000
Funding Gap	\$ 21,229
Percent of Public Subsidy	25%

Example #2

Low Income Household	\$ 40,200
Purchase Price of Home	\$280,000
Closing Costs	\$ 5,000
Maximum Mortgage Amount	\$164,700
City's Maximum SHIP Down payment	\$ 75,000
Funding Gap	\$ 45,300
Percent of Public Subsidy	43%

11. Projected housing costs, including mortgage, interest, taxes, insurance and homeowner's association fees shall not exceed 35% of gross household income or whatever the primary lender determines. The maximum total debt ratio (total housing expenses plus other monthly debt obligations) shall not exceed 45% of income.

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Example #1

Moderate Income	\$60,000
Gross Monthly Income	\$ 5,000
Mortgage Payment (incl. taxes & insurance)	\$ 1,282
Other Debt	\$ 500
Housing Expense Ratio (not to exceed 35%)	27%
Overall Debt Ratio	35%

Example #2

Low Income	\$ 40,200
Gross Monthly Income	\$ 3,350
Mortgage Payment (incl. taxes & insurance)	\$ 987
Other Debt	\$ 300
Housing Expense Ratio	29%
Debt Ratio	38%

12. Applicants must be first time homebuyers, with no previous homeownership within the past three years at the time of application. First time home buyer status shall be determined by reviewing the three consecutive years of Federal Income tax returns.
9. Funds shall be in the form of a 0% second mortgage behind the first mortgage. If SHIP funds are used CRA funds will be in the form of a third mortgage behind the City of Boynton Beach's encumbrance. Repayment of the CRA funds will not be required if the home is resold to an income qualified buyer. Income qualification of the new buyer shall be certified by the City of Boynton Beach Community Improvement Division and forwarded to the CRA prior to closing. Resale to a non-income qualified buyer will require repayment of the CRA subsidy amount in full at time of closing.
13. Refinancing of the property will result in repayment of CRA funds with interest accrued at 4% per annum. Refinancing of the property may be permitted in special circumstances with prior written approval from the City and CRA.
14. Families who receive CRA Homebuyers Assistance shall occupy the residence for the term of the first mortgage. If the residence is leased and no longer occupied by the recipient of CRA funds, all CRA funds plus interest at 4% annum from the time of purchase shall become due and payable in full. Families that receive assistance shall submit proof of residency to the City and CRA annually by the anniversary of the closing date. The accepted form of proof is a utility bill showing the program recipients name and address. Failure to comply will result in the CRA funds becoming due and payable.
15. Upon sale of the property within the first five years, the owner must pay 80% of the equity (determined by a fair market appraisal) to the City and CRA proportionate to the amount of funding from each entity. During years 6-20, 50% of the equity and during years 21-30, 15% of the equity is due to the City and CRA upon sale of the property.

Example:

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Original home price:	\$225,000
City SHIP funds	\$ 50,000 (71%)
CRA Funds	\$ 20,000 (29%)
Mortgage	\$155,000

New Sales Price @ yr 5	=	\$275,000
Equity		\$ 50,000
20% Equity to Seller		\$ 10,000
Percent of Equity to City		\$ 28,400
Percent of Equity to CRA		\$ 11,600

16. The City and CRA shall reserve the right-of-first-refusal to purchase the property at the fair market appraised value within 45 days of written notice from the property owners.
17. Offering of the program is no guarantee of funding. All decisions are subject to approval of the CRA Board of Directors.

Exhibit "E"
Pledged Project Increments Revenue Formula Examples

# of Affordable Access Units Sold	% of Eligible TIF	# of Affordable Access Units Sold	% of Eligible TIF
1	2%	26	52%
2	4%	27	54%
3	6%	28	56%
4	8%	29	58%
5	10%	30	60%
6	12%	31	62%
7	14%	32	64%
8	16%	33	66%
9	18%	34	68%
10	20%	35	70%
11	22%	36	72%
12	24%	37	74%
13	26%	38	76%
14	28%	39	78%
15	30%	40	80%
16	32%	41	82%
17	34%	42	84%
18	36%	43	86%
19	38%	44	88%
20	40%	45	90%
21	42%	46	92%
22	44%	47	94%
23	46%	48	96%
24	48%	49	98%
25	50%	50	100%

FIRST AMENDMENT TO DIRECT INCENTIVE FUNDING AGREEMENT DATED
DECEMBER 19, 2006

Between
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
And
BOYNTON VILLAGE, LLC

WHEREAS, on December 19, 2006 the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ("BBCRA") and BOYNTON VILLAGE, LLC entered into a Direct Incentive Funding Agreement (the "Agreement") relative to the Project known as the "Preserve";

WHEREAS, the Agreement provided that the Developer was to set aside fifty (50) units designed to be affordable access units;

WHEREAS, the Developer has requested that the eligibility requirements for potential buyers be modified to increase the eligibility threshold from 120% of Median Household Income as set by the United States Housing and Urban Development (HUD) in the year for which the units are sold;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other lawful consideration, the Agreement is amended as follows:

Section 5.1.2 is amended to read as follows:

5.1.2. Developer agrees to reduce the price of the fifty (50) units designated as Affordable Access Units by Sixty Thousand and No/100 Dollars (\$60,000.00) for the Cypress Model, Fifty Thousand and No/100 Dollars (\$50,000.00) for the Palm Model, and Forty Thousand Dollars (\$40,000.00) for the Banyan and Hibiscus Models (see attached Price List marked as Exhibit "C" which is attached hereto and made a part hereof) to buyers whose income does not exceed ~~120%~~ 140% of Median Household Income ("MHI") for Palm Beach County as set by the United States Housing and Urban Development ("HUD") for the year in which the units are sold. Proof of income qualification for the Affordable Access Units shall be provided to the CRA prior to any disbursement of Pledged Project Increment Revenue. Examples of acceptable forms of proof include HUD closing statements executed by the buyer and seller; copies of two years of tax returns; and/or paycheck stubs for all adults in the buyer's family for the two weeks prior to closing including proof of family size.

Section 5.1.3 is amended to read as follows:

5.1.3. Qualifications for buyers of the Affordable Access Units and related re-sale requirements and restrictions shall be found in **Exhibit "D"** attached hereto and made a part hereof (the CRA Homebuyer Assistance Program Guidelines

2006/2007). However, for purposes of this Agreement, Median Household Income for the Homebuyer Assistance Program shall not exceed 140%.

Section 8.5 is amended to read as follows:

8.5. Notices and other Communications. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other (or any recognized mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project, each such notice, demand, request, consent, approval or other communication (referred to in this Section 9.4 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by (i) certified or registered United States Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

If to Boynton Village:	Boynton Village, LLC c/o Cornerstone Group Development, LLC Attention: Leon Wolfe 2121 Ponce de Leon Boulevard, PH Coral Gables, Florida 33134
With Copies to:	Michael Weiner, Esq. Weiner & Aronson, P.A. 102 North Swinton Avenue Delray Beach, Florida 33444
If to CRA:	Boynton Beach Community Redevelopment Agency Lisa Bright, Executive Director 915 South Federal Highway Boynton Beach, Florida 33435
With Copies to:	Donald J. Doody, Esq. Goren, Cherof, Doody & Ezrol 3099 E. Commercial Blvd. Suite 200 Ft. Lauderdale, FL 33308

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

WITNESSES

BOYNTON VILLAGE, LLC

Mara Snades

By: [Signature]

Print name: MARA S. SNADES

Print name: LEON J. WOLFE

Title: Pres

Date: 1/16/08

[Signature]

Print name: Maximo Cruz

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Ashtley B. Buckley

By: [Signature]

Print name: Ashtley B. Buckley

Print name: JERRY TAYLOR
Title: Chairperson

Phyllis Zitter

Date: 1-11-08

Print name: Phyllis Zitter

STATE OF FLORIDA :
COUNTY OF PALM BEACH : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared LEON T. WOLFE as PRESIDENT of Boynton Village LLC and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Boynton Village LLC, for the use and purposes mentioned herein and that the instrument is the act and deed of _____. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10 day of Jan, 2008.

Leyani Roman
Notary Public, State of Florida at Large
My Commission Expires: _____



Leyani Roman
Commission # DD312446
Expires: Apr. 23, 2008
Bonded Thru
Atlantic Bonding Co. Inc.

STATE OF FLORIDA :
COUNTY OF PALM BEACH : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jerry Taylor as Chairman of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, for the use and purposes mentioned herein and that the instrument is the act and deed of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 11 day of January, 2008.

Phyllis G. Zitcer
Notary Public, State of Florida at Large

My Commission Expires: _____



PHYLLIS G. ZITCER
MY COMMISSION # DD 662119
EXPIRES: April 21, 2011
Bonded Thru Budget Notary Services

SECOND AMENDMENT TO DIRECT INCENTIVE FUNDING AGREEMENT
DATED DECEMBER 19, 2006

Between
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
And
BOYNTON VILLAGE, LLC

WHEREAS, on December 19, 2006 the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (“BBCRA”) and BOYNTON VILLAGE, LLC entered into a Direct Incentive Funding Agreement (the “Agreement”) relative to the Project known as the “Preserve”; and

WHEREAS, the Agreement provided that the Developer was to set aside fifty (50) units designed to be affordable access units; and

WHEREAS, on January 8, 2008 the parties entered into a First Amendment to Direct Incentive Funding Agreement which increased the eligibility threshold from 120% to 140% of Median Household Income as set by the United States Housing and Urban Development (HUD) for the year 2006; and

WHEREAS, the present economy has caused significantly reduced demand for the purchase of units in the Project; and

WHEREAS, the Developer has requested that the eligibility requirements for potential buyers be modified to include rental opportunities; and

WHEREAS, the CRA intends to continue to provide incentive funding to the Developer for homeownership opportunities and to provide incentive funding for rental opportunities on the basis set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other lawful consideration, the Agreement is amended as follows:

Section 2 is amended to insert the following paragraph after the paragraph entitled “Affordable Access Unit” and shall read as follows:

“Affordable Access Rental Units” means not less than 100 units committed by the Developer (or its assigns) as affordable rental housing which shall be rented to individuals and families earning 60% or less of Median Household Income for Palm Beach County as set by the United States Housing and Urban Development (“HUD”).

Section 5.1.1 is amended to read as follows:

5.1.1. Developer agrees to set aside fifty (50) units designated as Affordable Access Units and at least 100 units as Affordable Access Rental Units.

Section 5.1.2 is amended to read as follows:

5.1.2. Developer agrees to reduce the price of the fifty (50) units designated as Affordable Access Units by Sixty Thousand and No/100 Dollars (\$60,000.00) for the Cypress Model, Fifty Thousand and No/100 Dollars (\$50,000.00) for the Palm Model, and Forty Thousand Dollars (\$40,000.00) for the Banyan and Hibiscus Models (see attached Price List marked as Exhibit "C" which is attached hereto and made a part hereof) to buyers whose income does not exceed 140% of Median Household Income ("MHI") for Palm Beach County as set by the United States Housing and Urban Development ("HUD") for the year 2006. Developer also agrees to rent not less than 100 units at the rental rates outline on Exhibit C-1 (as may be increased from time to time by HUD). Proof of income qualification for the Affordable Access Units and Affordable Access Rental Units shall be provided to the CRA prior to any disbursement of Pledged Project Increment Revenue. Examples of acceptable forms of proof include HUD closing statements executed by the buyer and seller; copies of two years of tax returns; and/or paycheck stubs for all adults in the buyer's family for the two weeks prior to closing including proof of family size.

Section 5.2.2 is amended to read as follows:

5.2.2. With respect to the Affordable Access Unit component of the Program, the CPA must examine the qualifying income data for every purchaser identified as a qualifying purchaser pursuant to the Affordable Access Unit requirements and must certify, in writing, the eligibility of all such qualifying Purchasers under the Program. The written opinion must include verification of the number of residential units which are owned by qualified purchasers. Developer must provide all necessary documents to conduct the audit including, but not limited to, the executed deeds and closing statements. If requested, Developer shall also provide such information as may be requested regarding the Affordable Access Rental Units.

Section 5.2.7 is amended to read as follows:

5.2.7. Exceeding the agreed upon requirements of the 50 Affordable Access Units or 100 Affordable Access Rental Units shall not entitle Developer to additional funding under this Agreement or to a credit or set-off against any reduction in funds due to failure to meet the other Affordable Access Requirements in earlier years hereunder.

Section 6 is amended to read as follows:

Section 6. Direct Incentive Funding. The direct incentive funding provided for under this Agreement is granted to Developer for the purpose of offsetting, in part, Developer's cost of creating one hundred fifty (150) affordable residential units.

Section 6.1 is amended to read as follows:

6.1. Direct Incentive Funding Formula and Term. The CRA hereby agrees to direct fund, that is, to pledge and assign to Developer for a period of ten

(10) consecutive years, as provided herein and below, an annual amount which equals the Pledged Project Increment Revenues as set forth in subsection 6.1.C. herein less any amounts deducted pursuant to the terms of Section 5 above due to the failure of Developer to comply with the Affordable Access Requirements of this Agreement.

- A. The Pledged Project Increments Revenue shall be awarded pro rata based on the proportion of Affordable Access Units sold to eligible buyers and Affordable Access Rental Units rented to eligible tenants. For example, if ten (10) percent of Affordable Access Units are sold and/or rented in the first year which the Developer elects to receive the Project Increment Revenues, Developer (or its assigns) is entitled to 10% of the eligible Pledged Project Increments Revenue that year. If, the following year 100% of Affordable Access Units are sold and/or rented, Developer (or its assigns) is entitled to 100% of the Pledged Project Increments Revenues that year and in continuing years until the ten-year period has terminated. See Exhibit E attached hereto and made a part hereof for the estimated Pledged Project Increments Revenue Calculation for this Project.
- B. Developer shall have the option to postpone the first Pledged Project Increments Revenue disbursement to the following year at Developer's option with written notification provided to the CRA in advance of the disbursement.
- C. For the first through fifth disbursements of the Pledged Project Increments Revenue, the Developer shall be entitled to 75% of the Project Increment Revenues. For the sixth through tenth disbursements, the Developer shall be entitled to 25% of the Project Increment Revenues.

Section 6.2 is amended to read as follows:

6.2. Commencement and Conditions of Funding. The ten (10) year term for each Phase for the receipt of Pledged Project Increments Revenue shall commence in the year that the following conditions are met:

- A. The Project is Substantially Complete;
- B. The completed improvements of each Phase have been placed on the Tax Roll;
- C. The CRA has determined that Project complies with the commitments and with all of the terms and provisions of

this Agreement;

- D. All requirements as set forth within this Agreement have been complied with by Developer; and
- E. The CRA has received Project Increment Revenues from such improvements.

However, this Agreement and the initial ten (10) year term for each Phase for the Receipt of Pledged Project Increments Revenue shall be automatically extended for an period of time equal to each year that funds are not disbursed to Developer by the CRA for reasons other than the failure of Developer to comply with the Affordable Access Requirements of this Agreement.

Section 8.5 is amended to read as follows:

8.5. Notices and other Communications. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other (or any recognized mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project, each such notice, demand, request, consent, approval or other communication (referred to in this Section 9.4 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by (i) certified or registered United States Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

If to Boynton Village:

Boynton Village, LLC
c/o Cornerstone Group
Development, LLC
Attention: Leon Wolfe
2100 Hollywood Boulevard
Hollywood, Florida 33020

With Copies to:

Michael Weiner, Esq.
Weiner & Lynne, P.A.
10 SE 1st Avenue
Delray Beach, Florida 33444

If to CRA:

Boynton Beach Community
Redevelopment Agency
Lisa Bright, Executive Director
915 South Federal Highway
Boynton Beach, Florida 33435

With Copies to:

James Cherof, Esq.
Goren, Cherof, Doody & Ezrol
3099 E. Commercial Blvd.
Suite 200
Ft. Lauderdale, FL 33308

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

WITNESSES

Crisel Gomez
Print name: Crisel Gomez

Sonia C. Rodriguez
Print name: Sonia C. Rodriguez

BOYNTON VILLAGE, LLC

By: *Mara Maes*
Print name: MAEA S. MAES

Title: V.P.

Date: Oct. 19, 2010

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

Vivian Brock
Print name: Vivian Brock

Michael Simon
Print name: Michael Simon

By: *Jose Rodriguez*
Print name: Jose Rodriguez
Title: Chairperson

Date: 10/28/10

STATE OF FLORIDA :
COUNTY OF Broward ~~PALM BEACH~~ : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared MARA S. MAOZ as VICE PRESIDENT of Boynton Village, LLC and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned herein and that the instrument is the act and deed of _____. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 29th day of Oct, 2008.

[Signature]
Notary Public, State of Florida at Large



LEYANI ROMAN
MY COMMISSION # DD 783398
EXPIRES: April 28, 2012
Bonded Thru Budget Notary Services

My Commission Expires: _____

STATE OF FLORIDA :
COUNTY OF PALM BEACH : SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jose Rodriguez as Chairman of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, for the use and purposes mentioned herein and that the instrument is the act and deed of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28th day of October, 2008 2010

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: _____

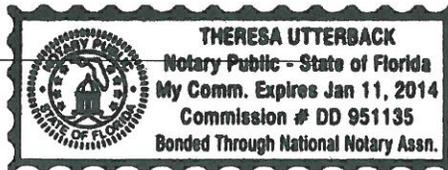


EXHIBIT "C-1"
Rental Rate List¹

2-Bedroom units: \$924.00/month

3- Bedroom units: \$1,059.00/month

¹ Rental Rates are subject to annual adjustment based upon HUD's annual release of incomes for Palm Beach County.

Exhibit “E”
Pledged Project Increments Revenue Formula Examples

# of Affordable Access (Rental) Units Sold and/or Rented	% of Eligible TIF	# of Affordable Access (Rental) Units Sold and/or Rented	% of Eligible TIF
3	2%	78	52%
6	4%	81	54%
9	6%	84	56%
12	8%	87	58%
15	10%	90	60%
18	12%	93	62%
21	14%	96	64%
24	16%	99	66%
27	18%	102	68%
30	20%	105	70%
33	22%	108	72%
36	24%	111	74%
39	26%	114	76%
42	28%	117	78%
45	30%	120	80%
48	32%	123	82%
51	34%	126	84%
54	36%	129	86%
57	38%	132	88%
60	40%	135	90%
63	42%	138	92%
66	44%	141	94%
69	46%	144	96%
72	48%	147	98%
75	50%	150	100%

Boynton Village, LLC

Compliance Audit

September 30, 2019

Boynton Village, LLC

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1-2
NOTES TO INDEPENDENT AUDITORS' REPORT	3-5
SUPPLEMENTAL SCHEDULES	7-10

KABAT · SCHERTZER
DE LA TORRE · TARABOULOS
&
C O M P A N Y

CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To Mr. Leon Wolfe, President
Boynton Village, LLC
2100 Hollywood Boulevard
Hollywood, FL 33020

Compliance

We have audited the compliance of Boynton Village, LLC as of September 30, 2019, pursuant to contractual requirements with the Boynton Beach Community Redevelopment Agency under Section 5.2 of the Direct Incentive Funding Agreement, as amended (the "Agreement"). The purpose of this report is to communicate the results of the compliance audit and applicable recommendations, if any, as discussed in the accompanying notes to the independent auditors' report and Schedules A and B.

Management's Responsibility

Management is responsible for complying with the Agreement and program requirements with the Direct Incentive Program for Workforce Housing Guidelines (the "Program") approved by the Boynton Beach Community Redevelopment Agency; and for the accuracy and completeness of the management and financial information in conformity with the requirements provided under the Agreement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on Boynton Village, LLC's compliance based on our audit pursuant to Section 5.2 of the Agreement.

We conducted our compliance audit in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants; and under the provisions set forth under the Agreement. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above occurred that could have a material effect on the Program. An audit includes examining, on a test basis, evidence about Boynton Village, LLC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Boynton Village, LLC's compliance with those requirements.

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

Opinion

In our opinion, Boynton Village, LLC complied, in all material respects with the compliance requirements under the Agreement as of September 30, 2019.

Other Matters

In connection with our compliance audit, nothing came to our attention that caused us to believe that the Company failed to comply with the terms, covenants, provisions, or conditions of the Agreement, insofar as they relate to accounting matters.

We were not engaged to, and did not, conduct an examination, the objective of which would be the expression of an opinion on the effectiveness of internal control. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Report on Supplementary Information

Our compliance audit was conducted for the purpose stated above. Schedules A and B are presented for purposes of additional analysis and is not a required part of the compliance audit report. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the compliance audit report. The information has been subjected to compliance procedures required under section 5.2 of the Agreement and in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information presented complies with the terms, covenants, provisions, or conditions of the Agreement.

Restricted Use Relating to the Other Matters

The communication related to compliance with the aforementioned Program described in the Other Matters paragraph is intended solely for the information and use of the boards of directors and management of Boynton Village, LLC and Boynton Beach Community Redevelopment Agency and is not intended to be and should not be used by anyone other than these specified parties.

January 31, 2020
Weston, Florida

KABAT, SCHERTZER, DE LA TORRE, TARABOULOS & Co.
Kabat, Schertzer, De La Torre, Taraboulos & Co.
Certified Public Accountants

Note 1. Background

Boynton Beach Community Redevelopment Agency (“CRA”)

Under Florida law (Chapter 163, Part III), local governments are able to designate selected portions of a City as Community Redevelopment Areas where slum and blight exist. The CRA improves deteriorated areas through revitalization efforts which improves the property values within the designated CRA area and increases property tax revenues.

The Boynton Beach Community Redevelopment Agency (“CRA”) is responsible for developing and implementing the Community Redevelopment Plans that addresses the unique needs of the targeted area.

The funding source for CRA redevelopment initiatives is tax increment financing (“TIF”), a unique tool available to cities and counties for redevelopment activities. It is used to leverage public funds to stimulate redevelopment activity in the targeted area without raising taxes. The dollar value of all real property in the Community Redevelopment Area is determined as of the base year, the year the CRA is established. Taxing authorities, which contribute to the tax increment, continue to receive property tax revenues based on the base year values. Any tax revenues from increases in real property value, referred to as “increment,” are deposited into the Community Redevelopment Agency Trust Fund and dedicated to the redevelopment area. Any funds received from a tax increment financing area must be used for specific redevelopment purposes within the targeted area, according to Florida Statutes.

The non-exempt ad valorem tax base from the CRA is frozen the year the Community Redevelopment Plan is adopted (July 1 deadline each year). Any increase in taxes goes to the CRA. Tax revenue increases because redevelopment increases the value of the property. Without redevelopment, the tax revenue would continue to decrease as the area becomes more and more blighted. When the Plan has been implemented, the tax base for local government will have been significantly increased.

Direct Incentive Financing Agreement

Boynton Village, LLC (the “Company”) is a limited liability company domiciled in the State of Florida in 2004, and was organized primarily for the purpose of developing, selling, and leasing real property in Boynton Beach, Florida. During 2006, the Company entered into a Direct Financing Agreement (“DIFA” or the “Agreement”) with the CRA. Under the DIFA, the Company applies to receive TIF funding by complying with the terms, covenants, provisions, and conditions specified under the agreement. These provisions include evaluating prospective purchasers and making determinations whether the purchasers meet the criteria as low-income buyers or renters. The Company is also required to offer reduced rental and sales prices on residential units for qualified purchasers or renters to ensure “affordability” of the units.

Note 2. Results of the Audit

Objectives

Under Section 5.2.2 of the DIFA, the audit objectives are as follows:

- *“With respect to the Affordable Access Unit component of the Program, the CPA must examine the qualifying income data for every purchaser identified as a qualifying purchaser pursuant to the Affordable Access Unit requirements and must certify:*
- *In writing, the eligibility of all such qualifying Purchasers under the Program.*
- *The written opinion must include verification of the number of residential units which are owned by qualified purchasers. Developer must provide all necessary documents to conduct the audit including, but not limited to, the executed deeds and closing statements.”*

Findings

No findings of noncompliance were noted.

Note 3. Qualified Affordable Access Units

The Company sold and rented a total of 105 qualified Affordable Access Units as of September 30, 2019, respectively, which for purposes of TIF revenue due to Boynton Village LLC, represents approximately 70.5% of the 100 rental and 49 owner units required under the amended DIFA for the year presented. See Schedule A and discussion below for more details.

Affordable Access Units Sold

During the Period from December 12, 2006 (“Agreement Date”) through September 30, 2015, the Company sold a total of 23 Affordable Access Units to income qualified, eligible purchasers under the agreement. The required disclosures under the DIFA were made on recorded deeds.

During the periods from October 1, 2015 through September 30, 2019, the Company recorded no additional sales of Affordable Access Units to qualified purchasers.

The Company is not privy to records of purchasers other than those whom contracted with them under the original purchase agreements. Other information obtained by the Company on subsequent transactions including sales, foreclosures, or otherwise transferred property that was originally sold by the Company is insufficient for reporting purposes under the DIFA.

Note 3. Qualified Affordable Access Units

Affordable Access Units Sold (continued)

In response to the 2017 Compliance Audit report dated February 9, 2018, representatives of the Boynton Beach CRA issued a response memo dated May 29, 2018 which asserts that of the 23 original sales to qualified purchasers, only 5 are able to be verified by the Boynton Beach CRA. Schedule A and the determination of the above 70% reflect the 5 sold units which can be verified by the Boynton Beach CRA.

Affordable Access Units Rented

There are 114 total eligible renters of Affordable Access Rental Units rented by qualified renters under the Agreement at September 30, 2018, respectively.

In response to the 2017 Compliance Audit report dated February 9, 2018, representatives of the Boynton Beach CRA issued a response memo dated May 29, 2018 which asserts that while Boynton Village LLC rents Affordable Access Units to 114 qualified renters, exceeding the 100 agreed upon requirement for Affordable Access Rental Units 100 Affordable Access Rental Units shall not entitle Boynton Village LLC to additional funding under DIFA Second Amendment Section 5.2.7. Schedule A and the determination of the above 70.5% reflect 100 rented units.

Note 4. Project Increment Revenues

In order to determine the amount of TIF funding owed to the Company for each year according to the DIFA and Florida Statute, the amount owed to the Redevelopment Trust for the year is determined first. Per Florida Statute (Chapter 163.387 (1)(a)), 95% of City and county ad valorem property taxes assessed on project units' taxable value in excess of base year value are owed to the redevelopment fund. For each year presented, the Company is owed 75% of the amount received by the redevelopment fund per DIFA. Please see Schedule A for detailed calculations.

For 2019, the Company is owed \$78,871. Payment is due upon acceptance and approval by the Boynton Beach Community Redevelopment Agency.

The Company is eligible to apply for such tax increment revenues created from the project annually for a term of ten years, which it anticipates participating in during those years.

SUPPLEMENTARY SCHEDULES

**Boynton Village, LLC
Compliance Audit
Schedule A
September 30, 2019**

Calculation of Project Increment Revenues

Sept. 30, 2019
Taxable Value

Qualified Affordable Access Units Sold or Rented at September 30, 2019:

Affordable Access Units - Sold to Qualified Purchasers	5 *) \$	2,163,436
Affordable Access Units - Rented to Qualified Renters	100 *)	6,840,000
Other Units:	<u>n/a *)</u>	<u>4,403,149</u>
	105 \$	13,406,585
Unqualified Units:	<u>44</u>	
Total Units Sold:	<u>149</u>	
Less: Value of the Project - Base Year 2004 (See DIFA)	\$	1,025,000
Net Increase in Value	A) \$	12,381,585
Percentage of Qualified Units Sold or Rented to Total Units Sold (rounded - see above)	B) X	70.5%
Millage Rates:		
City of Boynton Beach Millage Rate per 1,000		7.9000
Palm Beach County Millage Rate per 1,000		<u>X4.7815</u>
Combined Millage Rate per 1,000	C) X	<u>12.6815</u>
TIF Revenue Created by Project (rounded - D = AxBxC)	D) \$	<u>110,697</u>

Calculation of TIF Revenues due to Boynton Village

Percentage of TIF Revenue due to redevelopment fund (per Florida Statute 163.187 (1) (a))	E) X	95%
Amount due to redevelopment fund (rounded - F = Dx E)	F) \$	<u>105,162</u>
Percentage of TIF Revenue due to developer, Boynton Village, LLC (per DIFA years 1 through 5)	G) X	75%
Amount due to Boynton Village, LLC (rounded - H = FxG)	H) \$	<u>78,871</u>

*) = See attached Schedule B for detail. Please also see Note 3.

**Boynton Village, LLC
Compliance Audit
Schedule B
September 30, 2019**

Boynton Village, LLC Affordable Access Units - Sold to Qualified Purchasers:

<u>Address</u>	<u>Building</u>	<u>Unit</u>	<u>2019 Taxable Value</u>
1990 NE 5TH ST	2	202	\$ 141,000
1966 NE 5TH ST	2	206	133,000
1948 NE 5TH ST	2	209	83,000
1942 NE 5TH ST	2	210	63,284
1848 NE 6TH ST	9	904	25,000
1842 NE 6TH ST	9	905	115,152
1824 NE 6TH ST	9	908	117,000
1818 NE 6TH ST	9	909	121,000
1743 NE 6TH ST	12	1205	121,000
1747 NE 6TH ST	12	1206	117,000
1751 NE 6TH ST	12	1207	121,000
1755 NE 6TH ST	12	1208	117,000
1759 NE 6TH ST	12	1209	121,000
1763 NE 6TH ST	12	1210	117,000
1726 NE 6TH ST	13	1304	128,000
1722 NE 6TH ST	13	1305	25,000
1714 NE 6TH ST	13	1307	25,000
1826 NE 5TH ST 1405	14	1405	114,000
1802 NE 5TH ST 1408	14	1408	-
1819 NE 5TH ST	15	1503	-
1835 NE 5TH ST	15	1505	121,000
1843 NE 5TH ST	15	1506	117,000
1851 NE 5TH ST	15	1507	121,000
		<u>23</u>	<u>\$ 2,163,436</u>

Boynton Village, LLC Affordable Access Units - Rented to Qualified Renters:

<u>Address</u>	<u>Building</u>	<u># of Units in Bldg.</u>	<u>2019 Taxable Value</u>
1901 NE 5TH ST	1	14	\$ 840,000
2001 NE 5TH ST	3	12	720,000
501 NE 19TH AVE	4	14	840,000
502 NE 19TH AVE	5	14	840,000
2008 NE 6TH ST	6	10	600,000
1900 NE 6TH ST	7	12	720,000
1901 NE 6TH ST	8	14	840,000
1803 NE 6TH ST	10	14	840,000
1748 NE 6TH ST	11	10	600,000
		<u>114</u>	<u>\$ 6,840,000</u>

See accompanying independent auditors' report

**Boynton Village, LLC
Compliance Audit
Schedule B (continued)
September 30, 2019**

Other Units:

Address	2019 Taxable Value
1866 NE 6TH ST	\$ 56,500
1860 NE 6TH ST	56,500
1854 NE 6TH ST	56,500
1836 NE 6TH ST	56,500
1830 NE 6TH ST	56,500
1812 NE 6TH ST	56,500
1806 NE 6TH ST	56,500
1800 NE 6TH ST	56,500
1867 NE 5TH ST	120,467
1875 NE 5TH ST	101,000
1859 NE 5TH ST	111,608
1827 NE 5TH ST	117,000
1803 NE 5TH ST	120,467
1811 NE 5TH ST	101,000
1767 NE 6TH ST	125,000
1771 NE 6TH ST	99,208
1739 NE 6TH ST	117,000
1735 NE 6TH ST	121,000
1727 NE 6TH ST	125,000
1731 NE 6TH ST	101,000
1866 NE 4TH ST	-
1810 NE 5TH ST 1407	113,000
1818 NE 5TH ST 1406	117,000
1834 NE 5TH ST 1404	129,000
1842 NE 5TH ST 1403	71,096
1850 NE 5TH ST 1402	137,000
1858 NE 5TH ST 1401	101,000
1702 NE 6TH ST	136,000
1706 NE 6TH ST	112,000
1710 NE 6TH ST	128,000
1718 NE 6TH ST	128,000
1730 NE 6TH ST	132,000
1734 NE 6TH ST	136,000
1738 NE 6TH ST	83,795
1918 NE 5TH ST	87,000
1924 NE 5TH ST	117,000
1930 NE 5TH ST	121,000
1936 NE 5TH ST	84,508

Continued next page

**Boynton Village, LLC
Compliance Audit
Schedule B (continued)
September 30, 2019**

Other Units (continued):

Address	2019 Taxable Value
1954 NE 5TH ST	\$ 133,000
1960 NE 5TH ST	25,000
1972 NE 5TH ST	137,000
1978 NE 5TH ST	121,000
1984 NE 5TH ST	137,000
1996 NE 5TH ST	105,000
	<u>\$ 4,403,149</u>

See accompanying independent auditors' report

Preserve/Cornerstone - DIFA Payments

Date	Payee	Amount	Approximate Pymts
03/14/16	Boynton Village LLC	\$ 45,759	
	Missed Year #2	\$ -	
06/14/18	Boynton Village LLC	\$ 73,611	
03/14/19	Boynton Village LLC	\$ 77,762	
Due 2020	Boynton Village LLC	\$ 81,861	Going to the Board in March
Due 2021	Boynton Village LLC		\$ 40,000
Due 2022	Boynton Village LLC		\$ 42,000
Due 2023	Boynton Village LLC		\$ 44,100
Due 2024	Boynton Village LLC		\$ 46,305
Due 2025	Boynton Village LLC		\$ 48,620
	TOTAL PAID	\$ 197,132	\$ 221,025

105 units

The Preserve - Incentive Calculation - FY 2019-2020 (Tax Year = 2019) - YEAR 5
As of: July 9, 2019
OVERALL PROJECT CALCULATION

Value of the Project prior to Redevelopment - Base Year 2004 (Aggregate Value of all properties within Project Boundary)	\$ 1,025,000	
Value of the Project after Redevelopment (Aggregate Value of all properties within Project Boundary)	\$ 13,967,585	Source: Property Appraiser As of 6/30/2019
Net Project Value	\$ 12,942,585	
TIF Revenue = (95% of Project Increment X (City Millage + County Millage))		
City Millage Rate (set annually)	0.0079	City
City TIF Contribution = 95% of Project Increment X City Millage	\$ 97,134	
County Millage Rate (set annually)	0.0047815	County
County Contribution = 95% of Project Increment X County Millage	\$ 58,791	
TIF Revenue created by Project	\$ 155,925	

Award Factor	75.0%
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Note: 75% paid to Developer in Years 1-5 and 25% in Years 6-10

Incentive Award to Developer if at 100% or 150 units see exhibit E	\$ 116,943.62
(Incentive Award = TIF Revenue created by Project x Award Factor)	

*Millage Rates are set annually by the City and County

Note: based on 2017 calculation the developer qualifies for 70% of the eligible TIF or Incentive Award to developer equals 105 units

\$ 81,861 ◀Year 5 of 10

Total Remaining with CRA	\$ 74,064
---------------------------------	-----------



CRA BOARD MEETING OF: March 10, 2020

OLD BUSINESS

AGENDA ITEM: 14.F.

SUBJECT:

Consideration of the First Amendment to Fund the Increasing the Quality of Life Program of Habitat for Humanity International (d/b/a Habitat for Humanity of South Palm Beach County)

SUMMARY:

On February 24, 2020, the CRA received a letter from Habitat for Humanity of South Palm Beach County (HFHSPBC) requesting an additional six months or until September 30, 2020 to complete the construction of three (3) new units and to submit the last quarterly report by October 15, 2020. The organization cites delays caused by the shortage of construction labor, unavailability of water service to the NE 12th Avenue property, and security issues that have resulted in the loss of the two original prospective families for the villa (see Attachment I).

Under the terms of the agreement, HFHSPBC is required to implement the grant activities by completing the construction of the new units by March 31, 2020 and to provide a quarterly report, which includes a Certificate of Occupancy and other supportive documents for reimbursement, by April 15, 2020.

Staff supports the request and has worked with legal counsel on the attached draft First Amendment to the previously approved grant agreement for Board consideration (see Attachment II).

BACKGROUND

On March 13, 2019, the CRA Board approved a grant agreement in the amount of \$75,000 to support the efforts of Habitat for Humanity International's (d/b/a Habitat for Humanity of South Palm Beach County's) (HFHSPBC) Increasing the Quality of Life Program. The HFHSPBC's project is aligned with the goals of the Nonprofit Organization Grant Program (NOGP) by contributing to the City's affordable housing stock and providing a direct benefit to the stakeholders within the CRA area with the following activities over a period of 12 months:

1. Build three new single-family units (one 2-unit villa at 123 and 127 NE 12th Avenue and one detached single-family home located at 110 NW 6th Avenue);
2. Complete three neighborhood revitalization projects (including home renovations and critical repairs) within the CRA area;
3. Conduct home ownership and home building/home maintenance education workshops, and leveraging volunteers and public/private/nonprofit donations (see Attachment III).

FISCAL IMPACT:

FY 2018-2019 Budget, Project Fund, line item 02-58500-470, \$75,000

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

1. Approve the First Amendment to the Agreement to fund the Increasing the Quality of Life Program of Habitat for Humanity International (d/b/a Habitat for Humanity of South Palm Beach County).
2. Do not approve the First Amendment to the Agreement to fund the Increasing the Quality of Life Program of Habitat for Humanity International (d/b/a Habitat for Humanity of South Palm Beach County).

ATTACHMENTS:

Description

- ▣ **Attachment I - February 24, 2020 HFHSPC Extension Request**
- ▣ **Attachment II - Draft First Amendment to the HFHSPBC FY 2018-2019 (Winter) NOGP Grant Agreement**
- ▣ **Attachment III - HFHSPBC FY 2018-2019 (Winter) NOGP Executed Grant Agreement**



181 S.E. 5th Avenue
Delray Beach, FL 33483
561-819-6070
Fax: 561-819-0173

February 24, 2020

Ms. Thuy Shutt
Assistant Director, Boynton Beach CRA
710 North Federal Highway
Boynton Beach, FL 33435

Dear Thuy:

Habitat for Humanity of South Palm Beach County would like to respectfully request an extension to complete all grant activities per the Agreement to Fund the Increasing the Quality of Life Program.

As outlined in Section 4.A – Scope of Work – HFHSPBC will construct three (3) new affordable housing units (located at 123 & 127 NE 12th Ave and 110 NW 6th Avenue in Boynton Beach). Per Section 4.C.2 – obtain a Certificate of Occupancy and submit no later than April 15, 2020.

For the property being constructed at 110 NW 6th once the permit was issued, construction began on October 24, 2019. However, per the sale contract with the CRA it states that a C.O. needed to be issued by 2/24/2021. Work is well underway on this property and Jeff Fengler, Director of Construction estimates the CO will be issued by September 30, 2020. This timeframe is ahead of the sale contract for the property but extends beyond the period of time for the Grant Agreement.

For the duplex (Villas) at 123 & 127 NE 12th Avenue, we anticipate that the CO will be issued by July 31, 2020. There are multiple reasons for the delayed build schedule for that property. HFHSPBC is currently experiencing a shortage of construction labor, there was unavailability of water service at the property and there were a number of thefts that occurred at the job site. Additionally, the original families that were approved for homeownership through our program backed out due to the high crime rate in that area and concerns over security. We are working closely with the Boynton Beach Police Department to bring more police presence and visibility to the area. We reopened our application process with a specific focus on finding 2 families for the Villas. We are happy to report that we have approved 2 future homeowners and are on track for a C.O. for the 2 properties by July 31, 2020.

Section 4.D – reporting and reimbursement requests – require that we submit our report for the time period of January 1 – March 31, 2020 by April 15th. However, per Section 4.c.2 we cannot be reimbursed without the C.O. Therefore, we would like to request an extension for the final report and request for reimbursement to coincide with the issuance of the Certificate of Occupancy.

Based on the above outlined activities for the three (3) properties covered under this grant agreement, final reporting and request for reimbursement for expenses incurred from January 1 – March 31, 2020 along with invoices and Certificate of Occupancy shall be submitted to the Boynton Beach CRA no later than October 15, 2020.

Thank you for your continued partnership.

A handwritten signature in blue ink that reads "Pam B".

Pamela Bonina
Director – Grants & Administration

**FIRST AMENDMENT TO AGREEMENT TO FUND THE INCREASING THE
QUALITY OF LIFE PROGRAM OF HABITAT FOR HUMANITY INTERNATIONAL
(d/b/a HABITAT FOR HUMANITY OF SOUTH PALM BEACH COUNTY)**

This First Amendment to Agreement to Fund the Increasing the Quality of Life Program of Habitat for Humanity International (d/b/a Habitat for Humanity of South Palm Beach County) (“First Amendment”) is made and entered into this ___ day of March 2020, by and between **HABITAT FOR HUMANITY INTERNATIONAL d/b/a HABITAT FOR HUMANITY OF SOUTH PALM BEACH COUNTY** (“HFHSPBC”), a Florida Not-For-Profit Corporation, whose business address is 181 SE 5th Avenue, Delray Beach, Florida 33483, and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY** (the “CRA”) (collectively the “Parties”), a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, whose business address is 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter collectively the “Parties”).

RECITALS

WHEREAS, on March 14, 2019, the CRA and HFHSPBC entered into that certain Agreement to Fund the Increasing the Quality of Life Program of Habitat for Humanity International (d/b/a Habitat for Humanity of South Palm Beach County) (“Agreement”), relating to funding for the construction and maintenance of affordable housing units; and

WHEREAS, the Parties desire to amend certain terms and conditions of the Agreement, as more particularly described below;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1. The above listed recitals are hereby incorporated as if fully set forth herein.
2. Unless otherwise expressly defined, all terms used herein shall have the same meanings given to such terms in the Agreement.
3. Section 4.C.2. of the Agreement is hereby amended to allow HFHSPBC up until September 30, 2020 to complete the implementation of the Outputs and Outcomes as identified in Exhibit “A,” and up and until October 15, 2020, to provide the CRA with a Certificates of Occupancy for each new unit.
4. Section 4.D. of the Agreement is hereby amended to provide that HFHSPBC’s fourth quarterly report and fourth request for reimbursement is due to the CRA no later than October 15, 2020.
5. Except as expressly set forth in this First Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the Parties.

This First Amendment may be executed in a number of counterparts, one and all of which shall constitute the agreement of the Parties, and each of which shall be deemed an original. To the extent of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

WITNESSES

Print Name: _____

Print Name: _____

**HABITAT FOR HUMANITY
INTERNATONAL d/b/a HABITAT FOR
HUMANITY OF SOUTH PALM
BEACH COUNTY**

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES

Print Name: _____

Print Name: _____

**BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Print Name: _____

Title: _____

Date: _____

**AGREEMENT TO FUND THE INCREASING THE QUALITY OF LIFE PROGRAM OF
HABITAT FOR HUMANITY INTERNATIONAL (d/b/a HABITAT FOR HUMANITY OF SOUTH PALM
BEACH COUNTY)**

This Agreement for the funding of the construction and maintenance of affordable housing units (“Agreement”) is entered into by and between the:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), a public agency created pursuant to Chapter 163, Part III, Florida Statutes, with a business address of 710 North Federal Highway, Boynton Beach, Florida 33435;

and

the HABITAT FOR HUMANITY INTERNATIONAL (d/b/a HABITAT FOR HUMANITY OF SOUTH PALM BEACH COUNTY) (“HFHSPBC”), a Florida Not-For-Profit Corporation, with a business address of 181 SE 5th Avenue Delray Beach, FL 33483.

RECITALS

WHEREAS, the CRA recognizes that increasing and maintaining affordable housing opportunities within the Boynton Beach Community Redevelopment Area (“CRA Area”) is essential to effectuating the 2016 Boynton Beach Community Redevelopment Plan (“CRA Plan”); and

WHEREAS, the CRA Board finds that the services and programs provided by the HFHSPBC further the goals and objectives of the CRA as contained in the CRA Plan, and are in the best interest of the CRA; and

WHEREAS, the CRA will provide funding to the HFHSPBC, pursuant to the terms and conditions of this Agreement, in order to assist the HFHSPBC with activities that address the goals and objectives contained in the CRA Plan, and the needs and priorities defined by the CRA in the CRA’s Nonprofit Organization Grant Program (NOGP); and

WHEREAS, HFHSPBC applied for and was awarded a grant under the NOGP in accordance with the procedures specified in the NOGP; and

WHEREAS, the CRA finds that this Agreement serves a municipal and public purpose, is in furtherance of the CRA Plan, and conforms with the requirements of Florida law; and

WHEREAS, The Increasing the Quality of Life Program meets the CRA’s objective of providing new and maintaining existing affordable housing within the CRA Area per Chapter 163, Part III, Florida Statutes and will further the objectives of the CRA Plan; and

WHEREAS, the CRA Board approved the Fiscal Year 2018-2019 budget at the September 11, 2018 meeting, which included funding the Nonprofit Organization Grant Program (NOGP), and on February 12, 2019, the CRA Board authorized funding within the NOGP budget line item for the Affordable and Workforce Housing category of the NOGP to support eligible nonprofit organizations with projects and programs that will create and/or maintain affordable and workforce housing opportunities in the CRA Area and further the CRA Plan;

NOW THEREFORE in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Incorporation. The foregoing recitals and all other information above are true and correct at the time of the execution of this Agreement and are hereby incorporated herein as if fully set forth.

Section 2. Effective Date. This Agreement shall be effective on the date the last party to sign executes this Agreement ("Effective Date").

Section 3. Goals of the HFHSPBC The Increasing the Quality of Life Program Funded by the CRA. A goal of the NOGP, in furtherance of the CRA Plan as it may exist from time to time, is to provide affordable and workforce housing opportunities in the CRA Area. HFHSPBC will assist with this effort through the construction of new affordable housing units and maintenance of existing affordable housing units in the CRA Area. This Agreement shall be interpreted to further these goals and the CRA Plan.

Section 4. Requirements

A. Scope of Work. HFHSPBC will construct three (3) new affordable housing units (located at 123 & 127 NE 12th Avenue, Boynton Beach, FL 33435 and 110 NW 6th Avenue, Boynton Beach, FL 33435), complete three (3) Neighborhood Revitalization projects in the Heart of Boynton Beach, and conduct life skills and/or homeownership and maintenance workshop or training within the term of this Agreement. Collectively, these will be referred to as Increasing the Quality of Life Program or the "Project".

B. Eligibility. The parties agree that existing and prospective residents within the City of Boynton Beach shall be eligible for all aspects of the Project.

C. Results and Deliverables. HFHSPBC will:

1. Provide a report ("Quarterly Report") to the CRA according to the schedule in Section 4.D of this Agreement. Failure to submit a Quarterly Report constitutes an event of default pursuant to this Agreement and renders HFHSPBC ineligible to receive funding pursuant to this Agreement unless or until such default is cured in accordance with Section 13.K of this Agreement. The CRA will not process requests for reimbursement until the default is cured. The Quarterly Report must contain an update on each item listed in this Paragraph 4.C (Results and Deliverables).
2. Implement the Outputs and Outcomes as identified in the HFHSPBC's NOGP Project/Program Model and Funding Evaluation Plan (attached hereto as Exhibit "A" and hereby incorporated herein) by March 31, 2020. With each Quarterly Report, HFHSPBC will provide evidence to the CRA of the delivery of new affordable housing units or improved properties by submitting at minimum, copies of all issued building permits, copies of all closed building permits, and before and after photographs of each of the improvements for which HFHSPBC seeks reimbursement. For each project or undertaking that is required by law or ordinance to obtain a Certification of Occupancy or a Certificate of Completion in order to be occupied, each Quarterly Report must also contain copies of all Certifications of Occupancy and/or a Certificates of Completion. The CRA will not make final payment to HFHSPBC for reimbursement of expenditures related to the construction of new affordable housing units unless or until copies of Certificates of Occupancy

and/or a Certificates of Completion have been provided to the CRA for each new unit. Copies of the Certifications of Occupancy and/or a Certifications of Completion must be submitted no later than April 15, 2020 in order for HFHSPBC to remain eligible for reimbursement of those expenses.

3. Conduct quarterly life skills and/or home ownership and maintenance workshops/training. HFHSPBC will submit with each Quarterly Report copies of sign-in sheets from the workshops or trainings. The sign-in sheets must include the following information:
 - a. Name, type, and description of each workshop or training, including the date, location and time of each workshop or training.
 - b. Name, address, and telephone number of participant(s).
4. Create a cumulative list ("Client List") of Project participants and beneficiaries ("clients") and provide proof of residency for all clients as of March 1, 2019. Acceptable forms of proof of residency include driver's licenses, utilities bill, and other forms of proof the CRA deems acceptable. The Client List must indicate whether each client is existing or new and if any Project client on a previous report or Client List has dropped out of The Increasing the Quality of Life Program. After the first Quarterly Report, HFHSPBC shall be required to submit proof of residency documents only for new Project clients.
5. Make active efforts to ensure that the Project clients reside in or intend to live within the CRA Area, and provide written or marketing materials used to meet this goal. HFHSPBC will provide an update on progress towards this goal in each Quarterly Report.
6. Obtain and provide to the CRA data on the residents of the Project, which shall include but not limited to residents' name, address, phone number, household income range, household size, occupation, age, gender, and race of Project clients, and other summary data related to affordable housing impact in the CRA area.
7. Provide financial statements for the Project. HFHSPBC will hire, at its own expense, an independent Certified Public Accountant to provide the CRA with a review of the most recent Financial Statement Review for the Project. The review must be submitted to the CRA as soon as completed and prior to any additional funding consideration by the CRA. Failure to submit the review constitutes an event of default pursuant to this Agreement and renders HFHSPBC ineligible to receive funding pursuant to this Agreement unless or until such default is cured in accordance with section 13.K. of this Agreement. Quarterly financial statements are due on the schedule outlined in Section 4.D of this Agreement. This paragraph shall not be read to require financial statements from all Project clients.
8. Undertake Project marketing outreach activities to recruit participants who are new or existing residents. Marketing efforts will be towards persons who are existing or prospective residents of the City of Boynton Beach, with an enhanced effort to reach existing or prospective residents in the CRA Area. Recruitment of participants for the Project will be from word of mouth, direct marketing, publicity mailings, email, press releases, attendance at local business and housing events, and referrals by the local Boynton Beach community organizations. HFHSPBC shall provide copies of marketing materials with each Quarterly Report.

D. Reporting and Reimbursement Requests. HFHSPBC shall provide to the CRA Quarterly Reports and requests for reimbursement according to the following schedule:

For the period of

March 14 – June 30, 2019:	due to CRA by July 1, 2019
July 1 – September 30, 2019:	due to CRA by October 1, 2019
October 1 – December 31, 2019:	due to CRA by January 6, 2020
January 1 – March 31, 2020:	due to CRA by April 15, 2020

Section 5. Compensation. The CRA shall pay HFHSPBC a total of \$75,000 for HFHSPBC's performance of its obligations under this Agreement. HFHSPBC will be paid quarterly in an amount of \$18,750 per quarter upon formal written request by HFHSPBC. Payment is contingent upon receipt by the CRA of all Results and Deliverables listed in Section 4. Time is of the essence, and in order to receive compensation, HFHSPBC must make requests for compensation in accordance with the schedule found in Section 4.D of this Agreement. The CRA shall pay within thirty (30) days receipt of all required reports, reviews, and requests, including those evidencing compliance with this Agreement. Deadlines for reports must be strictly adhered to in order to be eligible for reimbursement by the CRA.

All payments shall be in the form of a CRA check made payable to HFHSPBC. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by HFHSPBC, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve HFHSPBC of any liability under this Agreement.

Section 6. No Partnership. HFHSPBC agrees that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or HFHSPBC's performance under this Agreement. If this Agreement is deemed to empower HFHSPBC to work on behalf of the CRA, HFHSPBC shall be considered to be an independent contractor.

Section 7. Termination. This Agreement will automatically terminate after the CRA has made the last payment to HFHSPBC as requested by HFHSPBC pursuant to the schedule in Section 4.D of this Agreement. This Agreement may be terminated earlier for any reason, or no reason, by the CRA upon thirty (30) days written notice of termination to HFHSPBC.

Section 8. Non-Discrimination. HFHSPBC agrees that no person shall, on the grounds of race, color, ancestry, disability, national origin, religion, age, familial or marital status, sex or sexual orientation, be excluded from the benefits of, or be subjected to discrimination under any activity carried on by HFHSPBC, its subcontractors, or agents, in the performance of this Agreement. In the event that the CRA is made aware that such discrimination has occurred in breach of this Agreement, it shall provide notice to HFHSPBC. Upon receipt of such notice, HFHSPBC shall have 15 days to provide evidence that it has cured the breach. The CRA will evaluate the evidence provided and determine, in its sole discretion, if the breach has been adequately cured, and if the CRA determines the breach has not been cured, the CRA shall have the right to immediately terminate this Agreement shall not be liable for any further payments to HFHSPBC pursuant to this Agreement. This Section shall not be construed so as to alter any other provisions of this Agreement concerning termination except as specifically stated in this Section.

Section 9. Convicted Vendor List. As provided in Sections 287.132 – 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, HFHSPBC certifies that it, and its affiliates, contractors, subcontractors or agents who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date of this Agreement.

otherwise altered, except by written instrument executed by the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

B. Survival. The provisions of this Agreement regarding termination, default, and indemnification shall survive termination or expiration of this Agreement and shall remain in full force and effect.

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

D. Headings. The Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

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

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

G. Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of HFHSPBC contained in this Agreement. In order to be effective, such waiver must be in writing, and no waiver shall be deemed a continuing waiver unless specifically so stated.

H. No Transfer. HFHSPBC shall not subcontract, assign or otherwise transfer this Agreement or any part thereof to any individual, group, agency, government, non-profit or for-profit corporation, or any other entity, without the prior, written consent of the CRA.

I. Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the CRA and HFHSPBC (or in any representative capacity) as applicable, has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

J. Public Records. The CRA is a public agency subject to Chapter 119, Florida Statutes. To the extent required by law, HFHSPBC shall comply with Florida's Public Records Law. Specifically, HFHSPBC shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the services referenced herein;
2. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

K. Default. The failure of HFHSPBC to comply with any or all of the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If HFHSPBC fails to cure the default within seven (7) days' notice from the CRA, the CRA may terminate the Agreement and shall not be liable for any further payments to HFHSPBC pursuant to this Agreement; however, the CRA may elect, in its sole discretion, to fully or partially compensate HFHSPBC for HFHSPBC's partial performance under this Agreement.

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

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

N. Compliance with Laws. In its performance of this Agreement, HFHSPBC shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the day and year written below.

**BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: [Signature]

Print Name: Steven B. Grant, Chair

Date: 3/14/19

[Signature]
(Witness)

Print Name: BONNIE NICKLIEN

[Signature]
(Witness)
Print Name: Renée Roberts

**HABITAT FOR HUMANITY INTERNATIONAL
(d/b/a HABITAT FOR HUMANITY OF SOUTH
PALM BEACH COUNTY)**

By: [Signature]
Randy Nobles, President & CEO

Date: 3/6/19

[Signature]
(Witness)
Print Name: Pam Bonina

[Signature]
(Witness)
Print Name: Holly Carson

EXHIBIT "A"

Boynton Beach CRA – Project/Program Model

Organization Habitat for Humanity of South Palm Beach County Contact Person Patricia Bonina
Project/Program Name Increasing the Quality of Life Funding Period March 1, 2019 – Feb 28, 2020
Project/Program Budget \$620,450 Request \$25,000 CRA Need Area Affordable Housing & Removal of Slum & Blight

Brief Description

HFHSPBC partners with volunteers, community organizations, government agencies and businesses to address the affordable housing crisis in the south Florida communities we serve. We partner with families-in need to build or repair safe, decent, affordable housing.

- Home Construction: We build and provide homes with an interest free mortgage to partner families. As part of their agreement with us, families contribute 400 hours of sweat equity through working on home builds, Neighborhood Revitalization projects and in our ReStores. Through their work, families learn valuable skills, improving their ability to do home maintenance, integrating them into a community of people who give back, and often increasing their opportunities for future employment.
- Education: Families complete a comprehensive curriculum including financial literacy, budgeting, insurance, escrow, and home maintenance. Through education, families become successful homeowners, knowledgeable about maintaining their asset for future generations.
- Neighborhood Revitalization (NR): Assisting homeowners who are unable to keep up with repairs, our NR program helps homeowners protect property values, avoid liens, fines and lapsed insurance. Projects often motivate surrounding homeowners and landlords to make improvements of their own, heightening property values throughout neighborhoods, and creating a new sense of neighborhood pride.
 1. A Brush with Kindness: includes pressure cleaning, painting, debris removal, yard clean up and landscaping.
 2. Critical Repairs: includes roof repair or replacement, installation of hurricane impact windows and doors, and accessibility ramps.
- Volunteerism: We expose communities to the need for affordable housing by providing a variety of opportunities to contribute through volunteer activities (construction, ReStores or our offices). Volunteers are the heart, soul and muscle of our operation.
- Community Partnerships: HFHSPBC ensures maximum impact by building community coalitions to complete through which important community improvement goals are achieved through collaboration.

<p>GOAL: HHSFPBC is committed to our mission of improving the quality of life in the Boynton Beach and to empowering future homeowner families who partner with us to build or repair their homes. As we build or repair safe, decent, affordable housing, we will aid Boynton Beach in removing slum conditions and blight.</p> <p>Our goal is to provide resources for homeowners, the hand-up, not a handout, that they need to lead sustainable lives, and to be good parents, good neighbors and good citizens. At HHSFPBC, we are transforming lives, creating impact that positively influences the stability and sustainability of the next generation.</p> <p>We will also increase our annual volunteer base expanding civic pride, self-esteem, job skills and potential employment, as our volunteers become committed advocates for HHSFPBC.</p> <p>Through shelter we build strength, stability and self-reliance.</p>			
Key Activities	Outputs	Outcomes	Impact(s)
<p>1. Build three new homes - The Villas, 123 and 127 NE 12th Ave and one home at 110 NW 6th Avenue</p>	<p>1a. Three new family homes will be created 1b. Three new taxpayers will be created</p>	<p>1a. Decreased need for affordable housing 1b. Red need empty lots, slum conditions and blight 1c. Increased property values for the neighborhood 1d. Higher tax base for the city of Boynton Beach</p>	<p>1a. Families have a stable home in which to develop long term financial sustainability 1b. Families can use more of their income for other necessities like health insurance, transit, education and education 1c. Communities see a resulting reduction in crime.</p>
<p>2. Complete 3 Neighborhood Revitalization projects in the Heart of Boynton Beach</p>	<p>2a. Three homes or community assets will be repaired 2b. Three properties brought up to code in order to remove liens or fines 2c. Three homes can reinstate home owner insurance</p>	<p>2a. Increase in safe decent housing 2b. Older neighborhoods are restored when homes have been repaired 2c. Increased property values for the neighborhood. 2d. Slum conditions and blight will be removed from key areas of Boynton Beach</p>	<p>2a. Families will have a renewed sense of pride in their home and neighborhood 2b. Neighborhoods will learn the value of collaboration 2c. Children will feel safer in the homes and neighborhoods where they live</p>

<p>3. Hold education workshops with financial topics like debt, budgets, home equity and borrowing to protect assets with our financial partners such as Bank of America and Comerica Bank</p>	<p>3a. Ten families will be educated on financial matters such as managing debt and budgeting.</p>	<p>3a. Residents become knowledgeable about finance, increasing sustainability 3b. Families increase their spending power through valid money management 3c. The local economy is improved 3d. The economy is diversified</p>	<p>3a. Families learn to become stable homeowners 3b. Families become more knowledgeable about finances allowing them to become more self-reliant 3c. Families expand skills that can lead to better employment opportunities</p>
<p>4. Hold home maintenance workshops with topics like The ABC's of home repair, hurricane preparedness, and home weatherization with our retail partners Lowes and Home Depot</p>	<p>4a. Ten families will be educated on home repair</p>	<p>4a. Residents gain empowering usable knowledge 4b. Residents are educated to think about their impact on the entire city 4c. Economic activity in the CRA Area is increased 4b. The local economy in the CRA is diversified</p>	<p>4a. Families become more self-sufficient in maintaining their home 4b. Families expand their skill set, possibly leading to new employment opportunities</p>
<p>5. Complete one neighborhood cleanup</p>	<p>5a. One neighborhood will be improved</p>	<p>5a. Older neighborhoods are restored when homes have been repaired 5b. Increased property values for the neighborhood 5c. Slum conditions and blight will be removed from key areas of Boynton Beach</p>	<p>5a. Solidarity will be created as city government, local businesses and organizations come together with local families to improve their neighborhoods 5b. Residents will learn new construction skills 5c. Neighborhoods will learn value of collaboration</p>

<p>6. Recruit and utilize volunteers from area businesses, faith based and civic organizations and schools to complete build days, repair projects or neighborhood cleanup</p>	<p>6a. 500 volunteers will participate in Habitat events to build new homes, or repair existing homes or community assets 6b. 5 companies will participate in Team Build days contributing to the well-being of their community 6c. 5 organizations will participate in repair projects contributing to the well-being of their community 6d. 2 organizations will participate in a neighborhood cleanup contributing to the well-being of their community</p>	<p>6a. HPHS PBC will raise \$10,000 for future projects through Team Build activities 6b. Community awareness of the need for safe, decent, affordable housing will be increased as members participate in Habitat events 6c. Older neighborhoods are restored when homes have been repaired 6d. Neighborhood property values are increased 6e. Slum conditions and blight will be removed from key areas of Baynton Beach</p>	<p>6a. Volunteers will participate in creating positive change in their communities 6b. Volunteers will learn new construction skills 6c. Companies will set important examples in the community as they commit time and funds to corporate responsibility projects</p>
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Funding Evaluation Plan Boynton Beach Community Redevelopment Agency (CRA)

Organization Habitat of Humanity of South Palm Beach County **Contact Person** Pamela Bonina

Project/Program Name Increasing the Quality of Life **Funding Period** March 1, 2019 – Feb 28, 2020

The Boynton Beach CRA is a public agency and is governed by the “Florida Public Records Law” under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be subject to production by the CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program’s Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of a grant result in any obligation on the part of the CRA to any third party. The CRA is not required to verify that entities that have contracted with the applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant’s warranty that all bills related to the Project for which the applicant is directly responsible is sufficient assurance for the CRA to award grant funding.

Copy-and-paste table below to address each Key Activity included in the Project/Program Model for the Program/Project

PROGRAM/PROJECT : HFHSPBC – Increasing the Quality of Life	Activity #1 Build three homes in the Heart of Boynton Beach. The Villas, 123 and 127 NE 12 th Avenue and one home at 110 NW 6 th Ave.	
OUTPUTS / Measurable Indicators →	Evaluation Process - Outputs: Who, Tools, When	
1a. Three new homes will be created 1b. Three new taxpayers will be created	Who: HFHSPBC, City of Boynton Beach Tools: Tax Roles, Property Appraiser Website, When: By February 28, 2020	
OUTCOMES / Measurable Indicators →	Evaluation Process - Outcomes: Who, Tools, When	
1a. Decreased need for affordable housing 1b. Reduced empty lots, slum conditions and blight 1c. Increased property values for the neighborhood 1d. Higher tax base for the city of Boynton Beach	Who: HFHSPBC, City of Boynton Beach, Tools: Tax Roles, Property Appraiser Website, Before and After Pictures, Homeowner Surveys, When: By February 28, 2020	

PROGRAM/PROJECT : HFHSPBC – Increasing the Quality of Life		Activity #2 Complete 3 Neighborhood Revitalization/Critical Repair projects in the Heart of Boynton Beach
OUTPUTS / Measurable Indicators →		Evaluation Process - Outputs: Who, Tools, When
2a. Three homes or community assets will be repaired 2b. Three properties brought up to code in order to remove any liens or fines. 2c. Three homes can reinstate home owner insurance		Who: HFHSPBC, City of Boynton Beach Tools: Tax Roles, Property Appraiser Website, Before and After Pictures, Homeowner Surveys, When: By February 28, 2020
OUTCOMES / Measurable Indicators →		Evaluation Process - Outcomes: Who, Tools, When
2a. Increase in safe decent housing 2b. Older neighborhoods are restored with homes having been repaired 2c. Increased property values for the neighborhood. 2d. Slum conditions and blight will be removed from key areas of Boynton Beach		Who: HFHSPBC, City of Boynton Beach Tools: Tax Roles, Property Appraiser Website, Before and After Pictures, Homeowner Surveys, When: By February 28, 2020
PROGRAM/PROJECT : HFHSPBC – Increasing the Quality of Life		Activity #3: Hold education workshops with financial topics like debt, budgets, home equity borrowing to protect your asset with our financial partners like Bank of America and Comerica Bank
OUTPUTS / Measurable Indicators →		Evaluation Process - Outputs: Who, Tools, When
3a. Ten families will be educated on financial matters such as debt management and budgeting		Who: HFHSPBC, Partner Families, Financial Partners (Bank of America, Comerica Bank, PNC Bank), Tools: Education Curriculum, GiveEffect Database When: By February 28, 2020
OUTCOMES / Measurable Indicators →		Evaluation Process - Outcomes: Who, Tools, When
3a. Residents’ knowledge is increased. 3b. Residents gain increased understanding of their community and its challenges and their role 3c. Increased economic activity in the CRA Area 3b. Diversified local economy in the CRA		Who: HFHSPBC, Partner Families, Financial Partners (Bank of America, Comerica Bank, PNC Bank), Tools: Homeowner Surveys When: February 28, 2020
PROGRAM/PROJECT : HFHSPBC – Increasing the Quality of Life		Activity #4: Hold home maintenance workshops with topics like The ABC’s of home repair, hurricane preparedness, and home weatherization with our retail partners Lowes and Home Depot
OUTPUTS / Measurable Indicators →		Evaluation Process - Outputs: Who, Tools, When

<p>4a. Ten families will be educated on home repair</p>	<p>Who: HFHSPBC, Partner Families, Retail Partners (Home Depot & Lowes) Tools: Home Maintenance Workshop Materials, GiveEffect Database When: By February 28, 2020</p>
<p>OUTCOMES / Measurable Indicators →</p>	<p>Evaluation Process - Outcomes: Who, Tools, When</p>
<p>4a. Residents' knowledge and ability to care for their homes is increased. 4b. Residents gain increased understanding of their role in the community and the community's challenges. 4c. Increased economic activity in the CRA Area 4b. Diversified local economy in the CRA</p>	<p>Who: HFHSPBC, Partner Families, Retail Partners (Home Depot & Lowes) Tools: Home Owner Surveys When: By February 28, 2020</p>
<p>PROGRAM/PROJECT : HFHSPBC – Increasing the Quality of Life</p>	<p>Activity #5: Complete one neighborhood cleanup</p>
<p>OUTPUTS / Measurable Indicators →</p>	<p>Evaluation Process - Outputs: Who, Tools, When</p>
<p>5a. One neighborhood's slum conditions and blight will be reduced.</p>	<p>Who: HFHSPBC, Partner Families, Tools: Volunteers, GiveEffect Database, surveys When: By February 28, 2020</p>
<p>OUTCOMES / Measurable Indicators →</p>	<p>Evaluation Process - Outcomes: Who, Tools, When</p>
<p>5a. Older neighborhoods are restored when homes have been repaired 5b. Increased property values for the neighborhood 5c. Slum conditions and blight will be removed from key areas of Boynton Beach</p>	<p>Who: HFHSPBC, Partner Families Tools: Volunteers, GiveEffect Database, surveys When: By February 28, 2020</p>
<p>PROGRAM/PROJECT : HFHSPBC - The Door to Sustainability</p>	<p>Activity #6: Recruit and utilize volunteers from area businesses, faith based and civic organizations and schools to complete build days, repair projects or neighborhood cleanup</p>
<p>OUTPUTS / Measurable Indicators →</p>	<p>Evaluation Process - Outputs: Who, Tools, When</p>
<p>6a. 500 volunteers will participate in Habitat events to build new homes or repair existing homes or community assets 6b. 5 companies will participate in Team Build days contributing to the well-being of their community 6c. 5 organizations will participate in repair projects contributing to the well-being of their community 6d. 2 organizations will participate in a neighborhood cleanup contributing to the well-being of their community</p>	<p>Who: HFHSPBC, Businesses, Faith Based & Civic Organizations, Schools, Community Groups, Tools: GiveEffect Database, Recruitment Tools (social media, community events, website) When: By February 28, 2020</p>

OUTCOMES / Measurable Indicators →	Evaluation Process - Outcomes: Who, Tools, When
6a. HFHSPBC will fund raise \$10,000 for future projects through Team Build activities. 6b. The community will become more aware of the need for safe, decent, affordable housing as they participate in Habitat events 6c. Older neighborhoods are restored when older homes have been repaired 6d. Increased property values for the neighborhood 6e. Slum and blight will be removed from areas of Boynton Beach	Who: HFHSPBC, Businesses, Faith Based & Civic Organizations, Schools, Community Groups, Tools: GivEffect Database, Recruitment Tools (social media, community events, website) When: By February 28, 2020

Narrative response:

1. Describe input, if any, to this Evaluation Plan, or the Project/Program Model(s) on which it is based, from outside consultants, staff, Board, funders, clients, or other organization stakeholders.

HFHSPBC works on the goals for the affiliate as a team involving our staff and board. We use input from surveys we receive from our partner families and volunteers to improve our processes, our education curriculum, and to review and make changes to all parts of our program as necessary. We benefit from the experience of Habitat International, and partner with our foundation, private and corporate funders, and community partners to put our plans into action.

Does the organization engage in other evaluation activities and reporting? If so, describe briefly. HFHSPBC reports monthly to our board on the affiliate’s accomplishments against our annual goals for home construction, repairs, fundraising, mortgages, families served, volunteers engaged (groups, Team Builds, community events. We also report to Habitat for Humanity International quarterly on the same accomplishments. To satisfy the needs of our funders and the community at large that supports our work, we provide annual reports of our progress against the goals we have set. We routinely measure partner family and volunteer satisfaction through survey tools. Outcomes of the surveys are used to make alterations in our programs.

2. Will any additional cost be incurred to implement this Evaluation Plan? Yes No If yes, describe specific items and amounts.

Our current budget includes the cost of our database and its operation to track and measure several deliverables. We also are currently budgeted for an outside consulting source as needed to design and complete more comprehensive evaluation tools.

3. If applicable, have additional costs been included in the project/program budget?

4. Who will be responsible for coordinating the evaluation process and preparing quarterly/annual reports?

Pamela Bonina: Director, Grants & Administration

5. How will evaluation data be used for internal performance improvement?
HFHSPBC will utilize evaluative data measure our progress toward goals we have set for this project including the outcomes that involve our participant families. We will then utilize the outcomes data to make needed changes to improve our program and our relationships with our several partners.

6. Will evaluation data/reports be shared with organization staff?

Yes

7. Will evaluation data/reports be shared with the organization's Board of Directors?

Yes

8. The Boynton Beach CRA requires that evaluation data relative to CRA support be reported quarterly and at the end of the year. Will the data/reports be shared with other funders?

HFHSPBC routinely shares outcomes results of our projects with our board, the funders, our community partners, and the public. Analyzing outcomes ensures that the primary goals of the projects are met, and we use what we have learned to expand our capacity to make a positive impact in our service area.

9. Who are other organization stakeholders? Will evaluation data/reports be shared with them?

Our organizational stakeholders include our staff, board, volunteers, corporate partners, funders and the community-at-large. HFHSPBC shares family outcomes, community project and partnership outcomes with the general public via social media, PR opportunities through print and electronic media. We further share through reporting tools our official outcomes with our staff, board, funders and community partners. Our goal is to keep safe, decent, affordable housing at the forefront until we live in a world where everyone has a decent place to live.

CERTIFICATION AND WAIVER OF PRIVACY:

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Nonprofit Organization Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Nonprofit Organization Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the

purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the CRA may, at its sole discretion, discontinue subsidy payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

I hereby waive my rights under the privacy and confidentiality provision act, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

Signatures below indicate approval of and commitment to this Evaluation Plan and the Project/Program Model on which it is based:



Chief Executive Signature 1/4/2019
Date



Chairperson, Board of Directors 1/4/2019
Date

Randy Nobles

Printed Name/Title

Scott Sullivan

Printed Name

Attachment: Project/Program Model



CRA BOARD MEETING OF: March 10, 2020

NEW BUSINESS

AGENDA ITEM: 15.A.

SUBJECT:

Consideration of Bid Award for Responses to the Request for Proposals for Website Design, Build, and Maintenance Services

SUMMARY:

The Website Design, Build, and Maintenance Request for Proposal (RFP) was issued on January 22, 2020 with a submission deadline of February 20, 2020 in accordance with the CRA Procurement Policy (see Attachments I and II).

The proposals submitted in the RFP are evaluated based on the respondents' knowledge/experience, quality of work, methodology, in addition to the costs to perform the scope of services. The Selection Criteria below is based on a scoring rubric utilized to objectively assess each proposal. The overall cost is based on Exhibit "A," Scope of Work, of the RFP. The attached draft contract, if approved by the Board, will also allow the CRA to adjust the Scope of Services each year for consistency with the adopted budget.

Four (4) proposals were received by the CRA (Attachment IIIA - Cause Tech, LLC d/b/a Achieve Causes, Attachment IIIB - Granicus, LLC, Attachment IIIC - ePATHUSA, Inc., and Attachment IIID - VUP Media, LLC). The Evaluation Committee reviewed and scored the proposals in accordance with the RFP Requirements and Selection Criteria (see Attachment I, Pages 5-6) below:

Selection Criteria (100 Total Points):

- Organizational Overview (35 points, including 5 points for Local Businesses)
- Program Development (35 points)
- Fee Proposal (30 points)

Proposers	Cumulative Scores
1. Granicus, LLC	439
2. Cause Tech, LLC d/b/a Achieve Causes	398
2. VUP Media, LLC	398
4. ePATHUSA, Inc.	334

Staff's sufficiency review and the Evaluation Committee's results are provided as Attachment IV. The

results indicate that Granicus, LLC is the top ranked respondent with a cumulative score of 439 and a cost proposal of \$19,500. Their high score was a result of their experience with government entities, quality of work and creativity, organizational capacity, and program development. Reference verification has been initiated and is standard procedure performed by staff prior to contract execution.

For the reasons stated above, staff recommends that the Board award the bid to and direct staff to commence contract negotiation with Granicus, LLC.

Attached is a Draft Consultant Agreement for Website Design, Build, and Maintenance Services prepared by CRA staff and legal counsel (Attachment V). The basic terms for the contract are as follows:

- Annual contract with an option for up to three (3) one-year renewals
- A cost not to exceed \$19,500 for website design, \$4,000 website maintenance, hosting and support, and additional consultation fee of \$200 per hour
- Ability to adjust the Scope of Services for consistency with CRA Board approved allowances in the future adopted Fiscal Year Budgets
- Termination at any time and for any reason

Staff would like to have a consultant on board as soon as possible to begin the work. If, for any reason, Granicus, LLC fails to execute the contract within ten days of being provided a contract and a request to execute such contract, CRA Staff is requesting authorization for the Executive Director, or his designee, to end negotiations with Granicus, LLC and move forward to negotiate with the next highest ranked respondent as determined by the Board (since there is a tie between Cause Tech LLC d/b/a Achieve Causes and VUP Media, LLC).

Staff only anticipated minor changes to the contract to reflect the proposals of each the next ranked proposers. All other terms and performance standards will remain the same as indicated in Attachment V. Since time is of the essence, staff is also requesting that the Board authorize the Chair, by separate motion, to execute the successfully negotiated contract, subject to legal counsel's final approval.

FISCAL IMPACT:

FY 2019-2020 Budget, Project Fund, Line Item 01-51420-200, \$35,000 total (Website redesign and maintenance - \$20,000 and Hosting and related services - \$15,000)

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

Separate motions will be required:

1. Award the contract to Granicus, LLC in the annual amount not to exceed \$19,500, \$4,000/year maintenance, hosting, and support, and additional consultation cost of \$200/hour, direct staff to commence negotiations with Granicus, LLC, and authorize the CRA Chair to execute the contract contingent on final review by legal counsel. AND:
2. Award the contract with the next highest ranked respondents in the order as selected by the

Board if, for any reason, Granicus, LLC fails to execute the contract, direct staff to commence negotiations, and authorize the CRA Chair to execute the contract contingent on final review by legal counsel.

OR

3. Do not award the contract for to Granicus, LLC and provide direction to CRA Staff.

ATTACHMENTS:

Description

- ▣ **Attachment I - Website Design, Build, and Maintenance Services RFP**
- ▣ **Attachment II - Addendum #1 to RFP**
- ▣ **Attachment IV - Sufficiency Review and Overall Evaluation Committee Results**
- ▣ **Attachment V - Draft Consultant Agreement**



**Boynton Beach Community Redevelopment Agency
Website Design, Build and Maintenance Services
Request for Proposals**



Issue Date: January 22, 2020

Submittal Deadline: February 20, 2020, no later than 10:00 a.m.

The Boynton Beach Community Redevelopment Agency (BBCRA) is issuing a **Request for Proposals (RFP)** for the website design, build, and maintenance services and will accept sealed proposals submitted at its office located at 710 N. Federal Highway, Boynton Beach, FL 33435, **on or before February 20, 2020, no later than 10:00 a.m. Eastern Standard Time (EST)**, as determined by the time stamp or clock at the BBCRA's reception area. **Proposals received after the date and time set forth above will not be accepted for consideration.** All proposals will be date and time stamped by the BBCRA. **Faxed or emailed Proposals will not be accepted.**

The complete RFP documents must be obtained from the BBCRA office or website at www.catchboynton.com.

All requests for information regarding this project must be submitted in writing via email to Ms. Thuy Shutt, BBCRA Assistant Director at ShuttT@bbfl.us no later than 5:00 p.m. (EST), on January 30, 2020.

The BBCRA may reject any and all bids, waive formalities, re-advertise, and/or accept the Proposal it deems, in its sole discretion and in accordance with all applicable laws, to be in its best interests.

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TABLE OF CONTENTS

1.	BACKGROUND	3
2.	PROJECT DESCRIPTION	3
3.	PROJECT BUDGET	3
4.	PROPOSAL CONTENT REQUIREMENTS	3
5.	RFP SUBMISSION REQUIREMENTS	4
6.	NUMBER OF COPIES	5
7.	RFP EVALUATION & SELECTION PROCESSES	5
8.	EXECUTION OF AGREEMENT	6
9.	TENTATIVE SCHEDULE OF EVENTS	6
10.	QUESTIONS, CLARIFICATIONS, AND INTERPRETATIONS	7
11.	LIMITATION ON COMMUNICATIONS – CONE OF SILENCE/NO LOBBYING	7
12.	LOCAL BUSINESS PREFERENCE	8
13.	PUBLIC ENTITY CRIMES STATEMENT	8
14.	DRUG FREE WORK PLACE CERTIFICATION	8
15.	CERTIFICATION OF NON-SCRUTINIZED COMPANY	8
16.	NON-DISCRIMINATION	8
17.	PROTESTS	8
18.	PERMITS, TAXES, AND LICENSES	9
19.	PUBLIC RECORDS	9
20.	INSURANCE REQUIREMENTS	9
21.	DISCLOSURE AND DISCLAIMER	9

LIST OF EXHIBITS

A.	SCOPE OF WORK	11
B.	PROPOSER'S INFORMATION	15
C.	ACKNOWLEDGEMENT LETTER	17
D.	LOCAL BUSINESS PREFERENCE STATEMENT	18
E.	PUBLIC ENTITY CRIMES STATEMENT	19
F.	CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM	20
G.	CERTIFICATION OF NON-SCRUTINIZED COMPANY	21
H.	ADDENDA ACKNOWLEDGEMENT	22
I.	FEE PROPOSAL FORM	23
J.	PROPOSAL CHECKLIST	24
K.	INSURANCE REQUIREMENTS	25
L.	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY STANDARD CONTRACTOR AGREEMENT	27

1. BACKGROUND

The BBCRA serves the community by guiding redevelopment activities, such as infrastructure, beautification, affordable housing, economic and business development and promotional programs that create a vibrant downtown core and revitalized neighborhoods within the Agency's 1,650-acre area along the eastern edge of the City of Boynton Beach.

2. PROJECT DESCRIPTION

The BBCRA is issuing a Request for Proposals (RFP) with the sole purpose and intent of obtaining responses from interested and qualified firms licensed to do business in the State of Florida for website design, build, and maintenance services of the BBCRA website.

The BBCRA is seeking to develop a replacement website for its current website to enhance the user experience, simplify content management, and provide better information while meeting high standards for design quality and visual appeal.

The website must incorporate all items in **Exhibit "A," Scope of Work**, and be in compliance with the American with Disabilities Act (ADA) requirements and responsive design.

Additionally, the website management must be simple intuitive and able to be maintained by various BBCRA staff.

An award, if made, will be made to the best overall proposer whose proposal is most advantageous to the BBCRA, taking into consideration of the evaluation factors set forth in this RFP.

The Agreement resulting from this RFP contain an option to renew the Agreement for a total period of three years.

3. PROJECT BUDGET

For this project, the BBCRA has budgeted in FY 2019-2020 an amount not to exceed \$20,000 for design, development and launch of a new website. Additional funding for the project in FY 2019-20 may be approved by the CRA Board. The combined maintenance, hosting, and support costs are estimated at \$12,000 over 36 months. Budget allocations are subject to CRA Board approval on an annual basis.

4. PROPOSAL CONTENT REQUIREMENTS

Proposals must contain all of the following documents and information in order to be deemed complete and for the BBCRA to consider whether Proposer is qualified, responsible, and responsive. Proposals deemed incomplete or that fail to follow the requirements of this RFP may be rejected or disqualified.

In the Proposal, information submitted shall be applicable only to the individual, company entity, or branch that will be contracted for this Project. Bidder will not attach any documents or information other than what the BBCRA requests in this RFP (including any addenda); however, Proposer may use additional pages to provide responses to questions if the forms provided do not have adequate space for Proposer to fully answer the question. The proposals shall contain the documents listed below, tabbed and labeled with section dividers, in the following order:

- a. Provide a written general statement of the qualifications of the Proposer including philosophy and understanding of the work to be performed, capabilities and any experience(s) that would be uniquely relevant in evaluating the Proposer's ability to implement this project.
- b. Provide a brief history of the firm and length of time in business.

- c. Provide a certificate of good standing from the Secretary of State of Florida and the state in which the corporation is headquartered, if not Florida.
- d. Provide an organizational chart showing key personnel and their qualifications/bios that will be part of the proposed project's development or management team, along with their professional qualifications and a list of similar projects on which they have actively participated. Provide no less than three and no more than ten projects for this item.
- e. Provide a written list of Proposer's similar website design, build, and development experience working with government agencies as it relates to the requirements of this RFP that were completed, including photographs, print, and/or digital records of the website(s), geographical location or address(es), date the projects were completed, and general project descriptions. Provide no less than two and no more than ten projects for this item.
- f. Provide a detailed proposed schedule for the product delivery broken down by each of the tasks noted in attached **Exhibit "A," Scope of Work**.
- g. A list of three (3) verifiable professional references, excluding BBCRA staff and Board members, for whom Proposer has provided similar services within the last five (5) years. References must include scope of work, contact names, addresses, telephone numbers, email addresses, and dates of service. A contact person shall be someone who has personal knowledge of the Proposer's performance for the specific requirements listed. Contact person must have been informed that they are being used as a reference and that the BBCRA may be contacting them. DO NOT list persons who are unable to answer specific questions regarding the requirement. This information will be considered in the contract award review. Prior submittals will not be accepted (see **Exhibit "B," Proposer's Information**).
- h. A list of all civil and criminal legal actions in which each Proposer entity (and its parent entity if it is a subsidiary) is currently a named party or was a named party in the past four (4) years, providing the case number, case description, the state of jurisdiction, and disposition of each case. Proposer(s) may include any additional relevant information (see **Exhibit "B," Proposer's Information**).
- i. An acknowledgement letter attesting that the Proposer has read and understands all procedures of this RFP (see **Exhibit "C," Acknowledgement Letter**).
- j. Provide reimbursable or out-of-pocket expenses (e.g. mailing costs, photography, printing, etc.) if applicable.
- k. State your proposed hourly rate for additional consultation.
- l. Provide the proposed lump sum to cover required tasks and deliverables as outlined in **Exhibit "A," Scope of Work**, items "h" and "i," and completed **Exhibit "I," Fee Proposal Form**.
- m. All other requirements contained in this RFP, including but not limited to the required forms contained in **Exhibits "D" through "H" and Exhibit "J,"** that request a response or information from the Proposer.

5. RFP SUBMISSION REQUIREMENTS

Proposals must be received by the Boynton Beach Community Redevelopment Agency at 710 N. Federal Highway, Boynton Beach, Florida 33435, **no later than 10:00 a.m. (E.S.T.) on February 20, 2020. Facsimile or emailed copies of the Proposal will not be accepted.** Proposals shall be clearly marked on the outside of the envelope or delivery box container as follows:

**Request for Proposals
for the Website Design, Build and Maintenance Services for the
Boynton Beach Community Redevelopment Agency Website
City of Boynton Beach, Florida**

Issue Date: January 22, 2020

Submittal Deadline: February 20, 2020, no later than 10:00 a.m.

Courier-delivered proposals must have the RFP Title and due date on the outside of the courier packet. All proposals will be date and time stamped by the BBCRA.

PLEASE NOTE: The BBCRA office will be **CLOSED** Monday, February 17, 2020 in recognition of President's Day. The BBCRA office will reopen Tuesday, February 18, 2020 at 8:30 a.m.

It will be necessary for Proposers to comply fully with the terms and conditions outlined in this document if they are to be considered. The failure to strictly meet the submittal deadline or the failure to include any required element of the submission criteria will result in the submittal being deemed incomplete and may be rejected and returned at the sole discretion of the BBCRA. Any question regarding whether a Proposal has been submitted within the specified time shall be resolved by reference to the time kept at the BBCRA office by the BBCRA's receptionist or other delegated representative for the receipt of the submittals.

6. NUMBER OF COPIES

In total, one (1) unbound, clipped, original Proposal document, tabbed and labeled with section dividers, must be submitted with a title page listing the name of the RFP and the submitting Proposer; one (1) bound, tabbed and labeled copy of the Proposal, with section dividers; and, one (1) digital copy with section dividers of the complete Proposal in PDF format on a labeled CD/DVD or thumb drive.

7. RFP EVALUATION & SELECTION PROCESSES

The BBCRA staff shall review each Proposal and make a determination as to whether each Proposal meets the minimum submission requirements for review by the Evaluation Committee. A Proposer's failure to provide a substantially complete Proposal may result in the Proposal not being evaluated. The BBCRA may request clarification of submitted information from any Proposer. The confidentiality of proprietary information from competing Proposers shall be maintained to the extent permitted by law.

All response submittals shall be reviewed and evaluated by an Evaluation Committee comprised of the BBCRA Executive Director, Assistant Director, Marketing and Business Development Specialist, Business Promotions and Events Manager, and the Administrative Services and Grant Manager. The Evaluation Committee will provide an evaluation and ranking of the Proposals based upon the following criteria:

(35 Points) Organization Overview

- a. A brief history of the entity, length of time in business and its past experiences as it relates to the requirements of this RFP.
- b. Past experiences working with government agencies as it relates to the requirements of this RFP.
- c. Qualifications and experience of personnel to be assigned to this project.
- d. Status of the entity as a Local Business (5 points).

(35 Points) Program Development

01235089-1

- a. Entity's philosophy and approach for developing a website that incorporates a client's brand.
- b. Overview of similar successful websites developed and launched, specifically completing website re-designs comparable to the desired project concept (as required by the RFP) which meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.0 AA c. ADA Compliant, Section 508.

(30 Points) **Fee Proposal**

- a. Proposed lump sum to cover requirements as outlined in **Exhibit "A," Scope of Work.**
- b. Proposed hourly rate for additional consultation.
- c. Total sum of cost for services, including reimbursable and/or out-of-pocket expenses, as identified in **Exhibit "I," Fee Proposal,** of this RFP.

100 POINTS TOTAL

The RFP response submittals will be ranked. In the event of a tie, the Evaluation Committee will apply preference to entities that maintain a drug free workplace program. The top three (3) ranked submittals may be asked to make an oral presentation of their qualifications and project methodology to the BBCRA Board at the next available regular meeting. The CRA Board will consider Evaluation Committee's recommendations and the established criteria in their final decisions on the contract award. However, the BBCRA Board is under no obligation to select a Proposer regardless of their ranking and can opt to terminate the RFP process at its sole discretion.

If a contract is awarded, it shall be awarded by written notice to the Proposer whose Proposal is determined to be in the best interest of the CRA, after consideration of all factors.

8. EXECUTION OF AGREEMENT

The existence of a contractual relationship between a Proposer and the BBCRA is contingent upon successful negotiations between the BBCRA and a selected Proposer and execution of an agreement by both parties. Therefore, upon selection of a successful Proposer, the BBCRA and the successful Proposer will then enter into negotiations for an Agreement that will contain terms substantially similar to those contained in the Proposal and this RFP. Any Agreement must be in a form approved by the BBCRA Board and BBCRA legal counsel (**see Exhibit "L," Boynton Beach Community Redevelopment Agency Standard Contractor Agreement**).

If the BBCRA and the successful Proposer are not able to agree upon an Agreement satisfactory to both parties within thirty (30) days of the selection of the successful Proposer, either party shall have the right to terminate the negotiations. If the Proposer fails to return an executed copy of an agreed-upon Agreement within ten (10) days of receipt of such Agreement from the BBCRA, the BBCRA may terminate negotiations. The CRA may withdraw its offer of Agreement at any time for any reason. Upon termination of negotiations or withdrawal of offer of Agreement, the BBCRA may move forward as it deems appropriate, which may include entering into negotiations with another Proposer, re-advertising the RFP, electing to terminate the RFP process, or any other action it deems to be in the best interest of the CRA.

9. TENTATIVE SCHEDULE OF EVENTS

The BBCRA has established the following tentative schedule for proposal submission and selection of the successful Proposer(s). The BBCRA however, reserves the right to amend milestone dates.

Issue Date:	January 22, 2020
Request for Information Deadline:	January 30, 2020, no later than 5:00 p.m., ShuttT@bbfl.us
Submittal Deadline:	February 20, 2020, no later than 10:00 a.m., BBCRA Office
Evaluation Committee:*	Week of March 2, 2020
Presentation to BBCRA Board:*	March 10, 2020 at 5:30 p.m., Intracoastal Park

(*Note: Dates above subject to change – notification of any change will be posted on the CRA’s website, www.catchboynton.com)

10. QUESTIONS, CLARIFICATIONS, INTERPRETATIONS, AND REGISTRATION

Proposers are required to restrict all contact, questions and requests for clarifications regarding this RFP to Ms. Thuy Shutt, BBCRA Assistant Director. **All such requests must be submitted in writing via email to ShuttT@bbfl.us by no later than 5:00 p.m., on January 30, 2020.** All answers to questions, clarifications, and interpretations will be issued in the form of addenda which become a part of this RFP. Proper must acknowledge receipt of each addenda by completing the Addenda Acknowledgement found in Exhibit “H.” It is the Proposer’s responsibility to obtain, review, and respond to any and all addenda issued. Oral explanations, information, and instructions shall not be considered binding on the BBCRA. All Proposers are encouraged to independently verify the accuracy of any information provided. Neither the BBCRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer, or to any assumptions made by Proposer. Written responses to all written questions submitted shall be maintained by the BBCRA in the RFP file.

Registration. Interested parties must register their name, email address, mailing address, and telephone number by emailing Thuy Shutt, BBCRA Assistant Director, at ShuttT@bbfl.us in order to receive any changes, additions, addenda, clarifications, or other notices concerning the RFP.

11. LIMITATIONS ON COMMUNICATIONS - CONE OF SILENCE/NO LOBBYING

It is expected that there will be no communication with parties other than those specifically noted herein and such communication will be for clarification regarding procedures and objectives specified within the RFP document. The BBCRA prohibits communication to or with any BBCRA Board Member, Advisory Board Member, officer, or employee during the submission process except as described in the RFP. Communication with any parties for any purposes other than those expressly described herein may cause an individual or firm to be disqualified immediately from participating in the development proposal or selection process.

For purposes of clarification, a Proposer’s representatives shall include, but not be limited to, the proposer’s employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer. Any violation of this condition may result in rejection and/or disqualification of the Proposer’s response. This “Cone of Silence/No Lobbying” is in effect from the date of publication of the RFP and shall terminate at the time the BBCRA Board selects a Proposer, rejects all Proposals, or otherwise takes action which ends the solicitation process.

12. LOCAL BUSINESS PREFERENCE

To provide locally owned and operated companies a competitive advantage when the BBCRA is procuring goods and services, preference will be given by the BBCRA to local businesses. All proposals must indicate whether or not Proposer is a local business via submittal of **Exhibit "D," Local Business Certification Statement**.

13. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals, bids or qualifications (as applicable), in response to a solicitation for said products/services in support of a public entity, and may not submit qualifications, a proposal or bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact businesses with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. To qualify for consideration under this RFP, Proposer must complete and attach **Attachment "E," Public Entity Crimes Statement**.

14. DRUG FREE WORKPLACE CERTIFICATION

In accordance with Florida Statute 287.087, preference shall be given to Proposer(s) with drug free work programs. Whenever two (2) or more Proposals, which are equal with respect to price, quality and service, are received by the BBCRA or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To receive such preference, the Proposer shall complete and submit with its Proposal the attached certification, **Exhibit "F," Certification of Drug Free Workplace Program**.

15. CERTIFICATION OF NON-SCRUTINIZED COMPANY

Proposer shall complete **Exhibit "G," Certification of Non-Scrutinized Company** and certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a Boycott of Israel.

16. NON-DISCRIMINATION

The selected Proposer, its successors and assigns, agree that no person shall, on the ground of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation, be subjected to discrimination in any way that is associated with the BBCRA, Proposal, or the project.

17. PROTESTS

Any and all decisions by the BBCRA Board to modify the schedule described herein, request additional information, reject insufficient or unclear proposals, formulate an objective point system for review, rate and rank proposals, negotiate agreements, abandon negotiations, approve agreements, etc., shall be in accordance with the Bid Protest policy, available upon written request. Submittal of a Proposal in response to this RFP on the part of any and all proposers constitutes acceptance of this policy.

18. PERMITS, TAXES AND LICENSES

Proposer shall at its own expense obtain all necessary permits, and licenses, and pay all fees and taxes required to comply with all local state, and federal laws, rules, ordinances, and regulations applicable to the business to be carried on under the contract.

19. PUBLIC RECORDS

The BBCRA is public agency subject to Chapter 119, Florida Statutes. The successful Proposer shall comply with Florida's Public Records Law. Specifically, the successful Proposer shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the BBCRA in order to perform the service;
- Provide the public with access to such public records on the same terms and conditions that the BBCRA would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer to the BBCRA, at no cost, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the BBCRA in a format that is compatible with the information technology systems of the BBCRA.
- IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 710 North Federal Highway, Boynton Beach, Florida 33435, SimonM@bbfl.us.

20. INSURANCE REQUIREMENTS

The successful Proposer shall provide a certificate of insurance meeting the requirements of **Exhibit "K," Insurance Requirements**, along with the executed contract. The BBCRA reserves the right to ensure and require that the insurance coverages provided by the successful Proposer are proper and that the insurers are licensed or otherwise qualified to do business in Florida. If at any time during the term of the Contract the BBCRA determines that it is in its best interests to insist on an alternative insurance provider, it may do so and Proposer(s) agree to comply with the BBCRA's decision. The BBCRA also reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract and any extensions thereof. The BBCRA further reserves the right, but not the obligation, to review and reject any insurer providing coverage on the Proposer's behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

21. DISCLOSURE AND DISCLAIMER

Proposer understands and acknowledges that to the extent permitted by law, the BBCRA retains all rights, at its sole and absolute discretion, to:

- a. Withdraw this RFP at any time;
- b. Modify the schedule associated with this RFP;
- c. Issue addenda to this RFP;
- d. Request additional information, clarifications, or assurances from one or more Proposers or prospective proposers;
- e. Reject any and all Proposals;
- f. Refrain from awarding an agreement as a result of this RFP;

01235089-1

- g. Verify the accuracy of any information provided;
- h. Accept Proposals that deviate from this RFP;
- i. Disqualify or reject Proposals that are incomplete, untimely, or unclear;
- j. Re-advertise this RFP and accept new Proposals;
- k. Obtain economic feasibility studies or third-party evaluations with regard to any part of any Proposal;
- l. Evaluate the Proposals through any process that complies with the BBCRA/Boynton Beach Procurement Policy, this RFP, and applicable Florida Statutes,
- m. Select the one or more successful Proposals or Proposers it deems will be in the best interests of the BBCRA, regardless of which Proposal appears to offer the best monetary value to the BBCRA;
- n. Waive any required element or condition found in this RFP for all Proposals or for a specific Proposal;
- o. Waive any formalities associated with this RFP;
- p. Negotiate agreements, abandon or withdraw from negotiations, approve agreements, and take other similar actions as a result of this RFP.

Any proposer who submits a proposal in response to this RFP fully acknowledges all the provisions of this disclosure and disclaimer and agrees to be bound by the terms hereof. In the event of any differences between this disclosure and disclaimer and the balance of the RFP, the provisions of this disclosure and disclaimer shall govern. If proposer fails to fully comply with all requirements of this RFP, proposer or proposer's proposal may be disqualified.

END OF MAIN DOCUMENT PROCEED TO EXHIBITS

EXHIBIT "A"

SCOPE OF WORK

1. General:

- a. Proposer shall design a website that provides data search and results on website
- b. Proposer shall design a website that is compliant with, at minimum, Web Content Accessibility Guidelines (WCAG) 2.0 AA ADA Compliant, Section 508.
- c. Website must provide multiple language support
- d. Website must provide search Engine Optimization
- e. Website must provide search Engine Marketing
- f. Website must be designed for continuous operation 24 hours a day every day of the year.
- g. Website design must include disclosure of website framework, architectural pattern, wireframes, and technologies (HTML5, CSS, JavaScript, CMS, grid system, third-party libraries)
- h. Proposer must relinquish copyright and ownership rights to BBCRA, including, but not limited to HTML, scripting code, images, videos, wireframes, database diagrams, framework code, web server code, libraries, assemblies, client code, database procedural code, and database schema code. Source code and content held in escrow account
- i. Proposer must provide web system Maintenance
- j. Website must accommodate database Integration

2. Website Design:

- a. The website must allow data search and results on website
- b. The website must contain an announcement area for holidays, office open/close, changes in statutes, public notices, etc.
- c. The website must allow once only acceptance of disclaimer to impede the disclaimer from being displayed on every visit to website
- d. The website must allow online forms and applications auto populate
- e. The website must allow opt-in for electronic notifications of changes to data
- f. The website must be extensible to other UI/UX components including, but not limited to, ESRI Map components and GIS Mapping
- g. The website must be extensible to other data sources including, but not limited to RDBMS and Web Services.
- h. The website must contain dashboard for the status of data submitted via online forms
- i. The website must contain visually appealing charts and graphics
- j. The website must contain user login for focused data, status updates, changes, applications, charts and maps
- k. The website must contain a fixed navigation bar and consistent header and footer for all pages

- l. The website must be cross browser compatible and tested on current and recent versions of Internet Explorer, Edge, Firefox, Safari, Chrome, etc.
- m. The website shall be compatible with, but not limited to, Amazon Hosting Services or Microsoft Azure Hosting Services
- n. The website must use responsive website design for tablet, phone, and desktop ensuring that the website is fully “device/viewport/browser agnostic”
- o. The website shall be “Cloud compliant” for hosting by outside vendor
- p. The website design must ensure clear communication, brand consistency and aesthetic appeal

3. Website Content:

- a. The website must contain department contact information including name, staff and short bio
- b. The website must allow for new content creation and repurposing of current content
- c. The website must contain a calendar with important dates, deadlines and events
- d. The website must contain an information area for news, guides, resources, forms, glossary and frequently asked questions
- e. The website must contain static information files that are easy to find, access and locate
- f. The website must contain database driven web pages based on search results
- g. Additional content may be required after research of current website

4. Website Functionality: The website must:

- a. Provide ease of navigation and usability
- b. Generate website usage statistics using Google Analytics or approved alternative
- c. Allow data download (format to include csv, Excel, XML)
- d. Contain an administration portal to data, users, and system site settings
- e. Allow users to opt-in to subscriptions for news, deadlines, changes to data via email or text
- f. Use secure online forms for applying for multiple business processes
- g. Allow for emergency posting
- h. Allow for email Integration
- i. Allow for social Media integrations including, but not limited to, Facebook, Twitter, Instagram, YouTube, RSS Feed
- j. Integrate with NovusAgenda (a Granicus product)

5. Website Maintenance, Hosting, and Support:

- a. Proposer shall provide U.S. based telephone and email support 24 hours a day, every day of the year.

- b. Proposer must be able to deliver timely response (solution required within 4 hours) and resolution for technical requests, changes to the website and the ability to update components/libraries when vulnerabilities are discovered.
- c. Proposer shall provide graphics and animation updates
- d. Proposer shall provide website content updates
- e. Proposer shall provide ongoing support and script programming services as needed on an on-call basis
- f. Proposer shall monitor website for technical and/or security issues
- g. Proposer shall provide system back-up, security patches, and restoration
- h. Proposer shall review website for poor or pixelated images replace as required
- i. Proposer shall test email accounts (requires confirmation receipt)
- j. Proposer shall monitor servers and inform BBCRA if any server changes are important to our account
- k. Proposer shall make minor edits to sentences and paragraph wording
- l. Site maintenance must not interfere with website availability

6. Website Data Extraction and Loading: For data extraction and loading, the website must:

- a. Be easy to use and navigate
- b. Implement best practices and industry standards
- c. Support batch, automated, and interactive modes
- d. Provide for change management and notifications and auditing support
- e. Have the capability to download bulk data sets in various formats, including XML, csv and Excel

7. Website Security and Hardening:

- a. Proposer shall test for common website exploits using currently accepted standards and practices

8. Website Content Management:

- a. Website must function such that BBCRA has ability to add, update and delete external website links
- b. BBCRA requires a non-technical interface that is user friendly to edit and update website content
- c. Real-time updates are required for content and data
- d. Website must contain an administrative website portal for status on analytics, data date, and database availability
- e. The CMS must be role-based for set-up of security access levels
- f. Website must function as to give BBCRA the ability to add new features without HTML or technical knowledge
- g. The website must use a cost effective system; shall not be “open source CMS” code
- h. Website must generate an audit log for content and code changes

9. Public Records and Florida Statutes Compliance

- a. Social Security Numbers are not part of Florida's Public Records Statutes and must be excluded from website and website database(s)
- b. Protected names per Florida Statutes must be excluded from website and website database(s)
- c. Proposer will be responsible for maintaining and producing public records in compliance with Chapter 119, Florida Statute and BBCRA Public Records policy, including an agreement that proposer will charge the sums allowed by Statute and CRA policy for producing public records
- d. Proposer will be responsible for maintaining confidentiality of records exempt or confidential pursuant to Florida Laws, including Chapter 119, Florida Statutes and Section 125.0104, Florida Statutes
- e. The name of the current Public Records Liaison must be displayed on the website with contact information pursuant to Florida Statute
- f. Review and incorporate requirements of Special District Accountability Act, Florida Statute Chapter 189, http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/0189.html.

10. Additional Work at an Hourly Rate

- a. Proposer will provide additional consultation not specifically described in this scope at an hourly rate to be agreed upon by the CRA and Proposer.

11. Deliverables

- a. User Interface/User Experience (UI/UX) Design and Branding
- b. Extract, Transform, Load (ETL) Design and Testing
- c. Website Security and Hardening
- d. User Acceptance and Full Life Cycle Testing
- e. Production Delivery and Setup
- f. BBCRA Staff Training
- g. Maintenance and Support
- h. Documentation and User Manual

EXHIBIT "B"

PROPOSER'S INFORMATION

Name: _____

Street Address: _____

Mailing Address (if different): _____

City, State, Zip: _____

Telephone No. _____: Fax No: _____

Email Address of Contact Person: _____

Ownership Status - Is the company currently for sale or involved in any transaction to expand or to be acquired by another business entity? If yes, please explain the impact to the organization and management efforts.

Age of Organization – In continuous business since: _____

Leadership - List Corporate Officers, Principals, Partners or owners of your Organization with titles and addresses. If a publicly held company, list Chairman of the Board, CEO, and President:

Federal Identification No.: _____

State of Incorporation & Registration No.: _____

If not a corporation, explain your status:

Professional References:

Provide three (3) verifiable professional references for similar projects:

	Contact Name/Company Address/Telephone/Email	Scope of Work/Contract Amount	Dates of Services
1.			
2.			
3.			

Legal History:

Has Proposer been involved with any litigation within the past four (4) years?

Yes No

If yes, list all civil and criminal legal actions as required by Paragraph 3.h. in a separate attachment in the following format:

Case Number	Description	State	Disposition

EXHIBIT "C"

ACKNOWLEDGMENT LETTER

Re: Boynton Beach Community Redevelopment Agency
Request for Proposal (RFP) for the Website Design, Build and Maintenance Services dated
January 22, 2020

To Whom It May Concern:

The undersigned has read the Boynton Beach CRA (BBCRA) Request for Proposals (RFP) for the Website Design, Build, and Maintenance Services dated January 22, 2020. On behalf of our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. I certify that all of the requirements as described in the RFP have been met and all required documents are enclosed.

The undersigned agrees to honor the prices as provided in this proposal until such time a contract for Website Design, Build and Maintenance Services is executed pursuant to the RFP but not to exceed sixty (60) days following selection of the successful Proposer to the RFP.

I have read, rely upon, acknowledge and accept the Disclosure and Disclaimer section of the RFP which is fully incorporated by reference into this statement.

Sincerely,

Name of Proposer

Print Name and Title

Authorized Signature (Must be able to legally bind the Proposer)

Date

EXHIBIT "D"

LOCAL BUSINESS PREFERENCE STATEMENT

When seeking local business preference status, a Proposer must complete and file a written statement as follows:

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

_____[OFFICER OF COMPANY] Under penalty of perjury, I certify: I am an authorized representative of

_____[NAME OF COMPANY] (Proposer) and on behalf of the Proposer request that it be deemed to be a local business for purposes of the RFP. The following answers accurately reflect the status of the business seeking local preference.

Answering yes to question 1 and question 2 will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

Name of Business			
(1) Is the business located within the City limits of Boynton Beach, Florida?	Yes	No	Number of Years:
(2) Does the business have a business tax receipt issued in the current year?	Yes	No	Business License Number:
(3) Is the business registered with the Florida Division of Corporations?	Yes	No	

I understand that misrepresentation of any facts in connection with this request may be cause for disqualification of this proposal. I also agree the Proposer is required to notify the CRA in writing should it cease to qualify as a local business.

Name of Proposer

Print Name and Title

Authorized Signature (Must be able to legally bind the Proposer)

Date

EXHIBIT "E"

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not: submit a bid proposal, or reply on a contract to provide any goods or services to a public entity; submit a bid proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; submit bids proposals, or replies on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; or transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

As the person authorized to sign the Statement, I certify that Proposer complies fully with the above requirements.

Name of Proposer

Print Name and Title

Authorized Signature (Must be able to legally bind the Proposer)

Date

EXHIBIT "F"

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify that _____ who is responding to this RFP ("Proposer") maintains a drug-free workplace program, and that the following conditions are met:

(1) We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such programs.

(2) We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) We give each employee engaged in providing the commodities or contractual services included in this RFP a copy of the statement specified in Subsection (1).

(4) In the statement specified in Subsection (1), we notify the employee that, as a condition of working in the commodities or contractual services covered under this RFP they will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

(6) We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Proposer

Print Name and Title

Authorized Signature (Must be able to legally bind the Proposer)

Date

EXHIBIT "G"

CERTIFICATION OF NON-SCRUTINIZED COMPANY

_____, as Proposer, hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the BBCRA determines that this certification is falsified or contains false statements, or that Proposer is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the submittal of the proposal or the execution of any agreement arising out of this RFP, the BBCRA may disqualify the proposal and/or terminate the agreement.

Proposer Name

By: _____
Authorized Representative of Proposer

Date: _____

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2020, by _____ Such person (Notary Public must check applicable box): [] is personally known to me [] produced their current driver license [] produced _____ as identification.

(NOTARY PUBLIC SEAL) Notary Public

(Printed, Typed or Stamped Name of Notary Public)

EXHIBIT "H"

ADDENDA ACKNOWLEDGEMENT

Receipt is hereby acknowledged of the following addenda to the
The Boynton Beach Community Redevelopment Agency
Request for Proposals
Website Design, Build, and Maintenance Services

By entering checking **YES** or **NO** in the space provided and indicating date received.

- No. 1 Yes No Date _____
- No. 2 Yes No Date _____
- No. 3 Yes No Date _____
- No. 4 Yes No Date _____
- No. 5 Yes No Date _____

JOINT PROCUREMENT, CO-OPERATIVE PURCHASING AGREEMENT: Proposer agrees it will extend same price, terms, and conditions of this Proposal to other CRAs; Palm Beach, Martin, and Broward County governmental entities and agencies.

Yes No

RFP INFORMATION WAS OBTAINED FROM:

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

Name of Proposer

Print Name and Title

Authorized Signature (Must be able to legally bind the Proposer)

Date
01235089-1

EXHIBIT "I"

FEE PROPOSAL FORM

The Fee Proposal Form shall be completed with **printed or typed numeric values** mechanically or, if manually, in ink. All corrections on the Fee Proposal Form shall be initialed. **Fee Proposal Forms completed in pencil, containing unreadable entries, or containing incorrect mathematical calculations shall be deemed non-responsive.**

Price includes all materials, prep work, equipment and labor necessary for the completion of the work described in **EXHIBIT "A," SCOPE OF WORK.**

Item No.	Description	Quantity	Unit Price (\$)	Item Total
1	General	1 each		
2	Website Design	1 each		
3	Website Content	1 each		
4	Website Functionality	1 each		
5	Website Maintenance, Hosting, and Support	Price/year		
6	Website Data Extraction and Loading	1 each		
7	Website Security and Hardening	1 each		
8	Website Content Management	1 each		
9	Reimbursable and/or Out-of-Pocket Expenses <i>(specify multiplier or mark-up if applicable or not to exceed amount)</i>	n/a	n/a	
			TOTAL	
10	Additional Consultation	Price/hour	_____/Hour	

The undersigned certifies that he/she has the ability to sign and bind the Proposer to the services to be performed within the fees proposed.

Name of Proposer

Print Name and Title

Authorized Signature (Must be able to legally bind the Proposer) Date

EXHIBIT "J"

PROPOSAL CHECKLIST

This checklist is provided as an abbreviated reference to assist the Proposer but **does not** replace the submittal requirements found in the RFP. It is the Proposer's responsibility to read the RFP and provide all information and documentation required. Proposer should check off each of the following items as the necessary action is completed and submit this completed form as part of the proposal:

- A written general statement of the qualifications of the Proposer
- A brief history of the firm and length of time in business
- A certificate of good standing from the Secretary of State of Florida
- An organizational chart showing key personnel and their qualifications/bios that will be part of the proposed project's development or management team
- A written list of similar website design, build, and development experience working with government agencies as it relates to the requirements of this RFP by the Proposer that were completed and supportive documents for each project (minimum of two and maximum of ten projects)
- A detailed proposed schedule for the product delivery broken down by each of the tasks noted in attached Exhibit "A," Scope of Work
- Completed Exhibit "B," Proposer's Information
- Completed Exhibit "C," Acknowledgement Letter
- Completed Exhibit "D," Local Business Preference Statement
- Completed Exhibit "E," Public Entity Crimes Statement
- Completed Exhibit "F," Certification of Drug Free Workplace Program
- Completed Exhibit "G," Certification of Non-Scrutinized Company
- Completed Exhibit "H," Addenda Acknowledgement
- Completed Exhibit "I," Fee Proposal Form
- Completed Exhibit "J," Proposal Checklist
- Paragraph 6, Proposer must submit: **One (1) unbound, clipped original Proposal document, tabbed and labeled with section dividers**, must be submitted with a title page listing the name of the RFP and the submitting Proposer; **one (1) bound, tabbed and labeled copy of the Proposal with section dividers**, and; **one (1) digital copy** with section dividers of the complete Proposal in PDF format on a labeled CD/DVD or thumb drive.
- Paragraph 5 - Proposals must comply with the RFP requirements and be received by the Boynton Beach Community Redevelopment Agency at **710 N. Federal Highway, Boynton Beach, Florida 33435, no later than 10:00 a.m. (E.S.T.) on February 20, 2020.**

EXHIBIT "K"

INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Proposer, the Proposer shall, at his/her/its own expense, provide and maintain in force, until all of its services to be performed under the Standard Form of Agreement have been completed and accepted by the CRA (or for such duration as it otherwise specified herein), the following insurance coverages:

- A.** Worker's Compensation Insurance to apply to all of the Proposer's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

- B.** Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and \$1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include \$1,000,000 aggregate on products and completed operations; \$2,000,000 general aggregate.

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

1. Premises and/or Operations
2. Independent Consultants
3. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
4. Personal Injury Coverage with employee and contractual exclusions removed.

- C.** Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

- D.** Professional Liability Insurance with minimum limits per occurrence applicable to CRA projects as follows:

	<u>Contract Cost Range</u>	<u>Limit</u>
1.	\$0 - \$99,000	\$ 250,000
2.	100,000 - 299,000	500,000
3.	300,000 - 499,000	750,000
4.	500,000 – Above	1,000,000

Coverage shall be afforded on a form acceptable to the CRA. Proposer shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

- E.** The CRA and The City of Boynton Beach shall be named as an additional insured on the Proposer's policies and all policies shall include a waiver of subrogation.

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

City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

EXHIBIT "L"

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
STANDARD CONTRACTOR AGREEMENT**

This Contractor Agreement (hereinafter "Agreement") is made by and between _____ (hereinafter the "Contractor") and the **Boynton Beach Community Redevelopment Agency**, located at 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of Contractor Services for _____; and

WHEREAS, the Contractor Services are required for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the use of the Contractor Services will further the Community Redevelopment Plan; and

WHEREAS, the Contractor has the knowledge, ability, licensing (if applicable), and equipment to provide Contractor Services;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) Notice and Contact.

a. Contact Person for the Contractor: _____

Business Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

b. Contact Person for the CRA (hereinafter "Program Coordinator"):

Name: (insert name of CRA Staff)

Address: 710 North Federal Highway, Boynton Beach FL 33435

Email Address: (insert CRA Staff's email address)

Telephone Number: (insert CRA Staff's phone extension)

3) Description of the Contractor Services: Contractor will perform its obligations as described in "Attachment A: Contractor Services." The obligations of Contractor described in "Attachment A: Contractor Services,"

including any work performed at the Hourly Rate described below, shall be referred to in this Agreement as the "Contractor Services." If mutually agreed to by both parties, the parties may make additions, deletions, or other amendments to "Attachment A: Contractor Services" at any time by completing and executing "Attachment E: Amendment to Contractor Services." Any such amendments will be consistent with the *Website Design, Build, and Maintenance Services Request for Proposals* issued by the CRA in January, 2020.

- 4) Dates and Times.** Contractor will commence the Contractor Services on the Effective Date of this Agreement, and will complete all Contractor Services no later than _____ ("Completion Date"), unless both parties agree in writing to amend the Completion Date.
- 5) Compensation.** The CRA shall pay the Contractor an amount not to exceed \$____ ("General Fee") for the performance of the Contractor Services. Payment for each individual service or item provided shall not exceed the amount described in "Attachment B: Fee Schedule." Other website design services shall be provided at a rate of ____ and 00/100 Dollars (\$____) per hour ("Hourly Rate"). Collectively, the General Fee and fees to be paid at the Hourly Rate shall be referred to as the "Compensation." In the event of additions, deletions, or other amendments to Contractor Services as described in Paragraph 3 of this Agreement, the amount of the Compensation may be adjusted, but the hourly rate of ____ and 00/100 Dollars (\$____) shall not be increased in excess of three percent without approval of the CRA Board.
- 6) Method of Payment of Compensation.** Payment of Compensation (or any part thereof) for Contractor Services is dependent upon sufficient time having been allowed for processing of this Agreement and Contractor providing all required paperwork identified below.
- a. Payment shall be made in the form of a check made out to _____ and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.
 - b. All payments shall be in the form of a CRA check made payable to the Contractor, or as indicated above.
 - c. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Contractor Services.
 - d. The following is required paperwork that Contractor must provide the CRA before the CRA is able to process and invoice and issue payment. The CRA will not provide payment of Compensation, or any part thereof, unless it receives the following:
 - i. Vendor Application and W-9
 - ii. Itemized Invoice with project name/purchase order number, dates, cost, and description of service(s) rendered,
 - iii. Photos and/or proof of deliverables in an electric format acceptable to the CRA.
 - iv. Other updated documents required during the term of the contract (e.g. License, Certifications, Insurance, etc.)
- 7) Personnel.** Contractor represents that Contractor has, or will secure at Contractor's own expense, all necessary personnel required to perform the Contractor Services under this Agreement. Such personnel

shall not be employees of, or have any contractual relationship with, the CRA. All of the Contractor Services shall be performed by the Contractor, or under Contractor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to perform such Contractor Services. Contractor warrants that all Contractor Services shall be performed by skilled and competent personnel in accordance with all applicable federal, state and local laws and professional and technical standards, and that Contractor has all required licenses and permission required by state, local, and federal law to perform the Contractor Services.

- 8) CRA to Own Materials.** The Contractor agrees that the CRA shall be the owner of all materials and other documents created by the Contractor on behalf of the CRA as part of its performance of the Contractor Services. Any and all documents, files, reports, programs, developments and innovations, whether written or electronic, which are developed, maintained, utilized or conceived by Contractor during the term of this Agreement and in the course of the performance of Contractor Services hereunder shall be the exclusive property of the CRA and shall be submitted to the CRA along with the final invoice in a format acceptable to the CRA. Contractor hereby assigns all right, title and interest in same to the CRA.
- 9) Propriety.** Contractor understands that at all times during its performance of Contractor Services, Contractor shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.
- 10) Content, Logistics, Etc.** The CRA has sole and absolute discretion as to the content and propriety of the Contractor Services and may deem certain content inappropriate for the CRA's intended use. The Contractor shall have exclusive control of the Contractor Services provided by the Contractor, including the method, manner, and means of executing the Contractor Services.
- 11) Cancellation.** The CRA reserves the right to cancel or postpone the performance of the Contractor Services and/or terminate this Agreement at any time for any reason. The CRA shall not be liable to Contractor for payment for any Contractor Services not yet rendered, but shall be liable for payment of goods received and accepted by the CRA, and Contractor Services rendered and accepted by the CRA, prior to the date of notice of cancellation. In no case shall any payments made pursuant to this paragraph exceed the amount of Compensation.
- 12) Default.** The failure of a party to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If the defaulting or breaching party fails to cure the default within seven (7) days of notice from the other party or prior to the Completion Date, whichever comes first, the party not in breach or default may terminate this Agreement.
- 13) Waiver.** The CRA shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Contractor Services whether such damage or injury occurs before, during, or after the actual performance of the Contractor Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.
- 14) Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Contractor or the performance

of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

15) Limitation of liability. To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation or the direct out-of-pocket damages actually incurred, whichever is less. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA, including those set forth in Section 768.28, Florida Statutes.

16) No Transfer. The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.

17) Insurance. The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Contractor Services, and include, along with an executed copy of this Agreement, a Certificate of Insurance ("COI") for comprehensive general liability insurance with a liability limit of at least \$1,000,000 per occurrence. Additional insurance requirements may be found in "Attachment C," which is hereby incorporated herein. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Contractor Services or this Agreement. The CRA is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Contractor Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

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

**The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33425**

18) Tax Forms. The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Contractor Services. The Contractor assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

19) Funding. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.

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

21) Independent Contractor; No Partnership, Etc. The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Contractor Services; and that Contractor is an independent contractor and not an employee of the CRA for all purposes including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.. The Contractor will exercise its own judgment in matters of safety for itself, those affected by the Contractor Services, and attendees of the Event.

22) Promotional Materials. The Contractor agrees that the CRA may photograph and/or record video and audio of the Contractor Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA, or undertakings by the CRA; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA, and social media affiliated with the CRA. The Contractor waives and assigns to the CRA all copyrights under the Copyright Contractor of 1976, 17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Contractor Services. The CRA shall attribute the Contractor Services to the Contractor.

23) No Infringement. The Contractor represents that in performing the Contractor Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Contractor Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

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

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

- 26) Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.
- 27) Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit.
- 28) Independent Advice.** The parties declare that the terms of this Agreement have been read and are fully understood. The parties understand that this is a binding legal document, and each party is advised to seek independent legal advice in connection with the matters referenced herein.
- 29) Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.
- 30) Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, acts of public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control.
- 31) Voluntary Waiver of Provisions.** The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. No waiver by the CRA shall be deemed a continuing waiver unless expressly stated in writing, and no action or inaction by the CRA shall be deemed a waiver. All waivers by the CRA must be expressly stated in writing. The Contractor may waive any requirements of the CRA contained in this Agreement.
- 32) Public Records.** The CRA is a 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 CRA to perform the Contractor Services described in this Agreement.
 - b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.
 - d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

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

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

- 33) Agent.** If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.
- 34) Attorneys' Fees and Costs.** Should it be necessary to bring an action to enforce any of the provisions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.
- 35) Compliance with Laws.** In the performance of the Contractor Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including applicable ethics and procurement requirements.
- 36) Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Contractor Services and final payment by the CRA, or on _____, 20__ whichever occurs last. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Contractor Services pursuant to this Agreement.
- 37) Renewal.** Prior to the termination of the Agreement, the parties may renew this Agreement for an additional ___ year(s) by mutually executing the form attached hereto as "Attachment D" (the "Renewal Agreement"). Either party may send the other party the Renewal Agreement, but in order to be effective, the Renewal Agreement must be signed by both parties. In the event of a renewal, only the dates and times provided for in this Agreement shall be deemed altered, unless other alternations or amendments are agreed upon in writing by the parties in the Renewal Agreement. The terms of this Agreement shall not be altered by the Renewal Agreement unless explicitly altered in the Renewal Agreement.
- 38) Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.
- 39) Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.
- 40) Time is of the Essence.** The parties acknowledge and agree that time is of the essence in the performance under this Agreement.
- 41) Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that

Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

42) Agreement Non-Exclusive. Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.

This space intentionally left blank

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

By: _____

Date: _____

Authorized Representative for Contractor

Print Name: _____

Witness: _____

Date: _____

Witness Name: _____

By: _____

Date: _____

Authorized Representative for CRA

Print Name: _____

Witness: _____

Date: _____

Witness Name: _____

ATTACHMENT A
CONTRACTOR SERVICES
(Insert Revised Scope of Work from RFP)

ATTACHMENT B
FEE SCHEDULE
(Insert Selected Proposer's Fee Proposal)

ATTACHMENT C
INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at his/her/its own expense, provide and maintain in force, until all of its services to be performed under the Standard Form of Agreement have been completed and accepted by the CRA (or for such duration as it otherwise specified herein), the following insurance coverages :

A. Worker’s Compensation Insurance to apply to all of the Contractor’s employees in compliance with the “Worker’s Compensation Law” of the State of Florida and all applicable Federal Laws.

Employer’s Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

B. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and \$1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include \$1,000,000 aggregate on products and completed operations; \$2,000,000 general aggregate.

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

1. Premises and/or Operations
2. Independent Consultants
3. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
4. Personal Injury Coverage with employee and contractual exclusions removed.

C. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers’ Non-Ownership

D. Professional Liability Insurance with minimum limits per occurrence applicable to CRA projects as follows:

	<u>Contract Cost Range</u>	<u>Limit</u>
1.	\$0 - \$99,000	\$ 250,000
2.	100,000 - 299,000	500,000
3.	300,000 - 499,000	750,000
4.	500,000 – Above	1,000,000

Coverage shall be afforded on a form acceptable to the CRA. Contractor shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

- E.** The CRA and The City of Boynton Beach shall be named as an additional insured on the Contractor's policies and all policies shall include a waiver of subrogation.

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

City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

ATTACHMENT D
RENEWAL AGREEMENT

The Contractor Agreement dated _____ (the "Agreement") is hereby renewed and amended through this Renewal Agreement made by and between _____ ("Contractor") and and the **Boynton Beach Community Redevelopment Agency**, located at 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "parties").

WHEREAS, the parties previously entered into the Agreement; and

WHEREAS, the CRA is in need of Contractor Services beyond the termination date of the original Agreement; and

WHEREAS, the Agreement provides that the CRA may renew the Agreement; and

WHEREAS, the parties desire to renew the Agreement under the same terms and conditions except as expressly altered herein;

WHEREAS, this Renewal Agreement will continue to be in furtherance of the CRA Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

- I. **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.
- II. **Renewal of the Agreement.** The Agreement is hereby renewed for a period of ____ year(s). The renewal is subject to the amendments to the Agreement contained in this Renewal Agreement.
- III. **Alteration of Terms.** The terms of the Agreement remain in full force and effect, except for those terms explicitly amended by this Renewal Agreement. Amendments to the Agreement are shown as follows: additions are shown in underlined format; deletions are shown in strikethrough format. Specifically, the paragraphs and subparagraphs from the Agreement identified below shall be amended as follows:
 - a. **Dates and Times Amended.** The following dates and times in the Agreement are amended as follows:
 - i. **INSERT**
 - b. **Other AMENDMENTS GO HERE.**
- IV. **Effective Date of Renewal Agreement.** This Renewal Agreement will become effective at the date and time that the last party signs this Renewal Agreement. The Agreement, as amended by and including this Renewal Agreement, will automatically terminate after the performance of the Contractor Services and payment by the CRA, or on _____, 2020, whichever occurs last.

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

By: _____

Date: _____

Authorized Representative for Contractor

Print Name: _____

Witness _____

Date: _____

By: _____

Authorized Representative for CRA

Print Name: _____

Witness _____

Date: _____

Date: _____

ATTACHMENT E
AMENDMENT TO CONTRACTOR SERVICES

This Agreement to Amend the Contractor Agreement (hereinafter "Amendment") is made by and between _____ (hereinafter "Contractor") and and the **Boynton Beach Community Redevelopment Agency**, located at 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "parties").

WHEREAS, the parties previously entered into the Contractor Agreement dated _____ (hereinafter "Agreement") ; and

WHEREAS, the parties desire to amend the "Attachment A: Contractor Services"

WHEREAS, the Agreement provides that the parties may amend "Attachment A: Contractor Services,"

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

- I. **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.
- II. **Amendment of Attachment A.** The "Attachment A: Contractor Services" that was attached to the Agreement is hereby deleted in its entirety and replaced with the document attached hereto as "Revised Attachment A: Contractor Services." Commencing on the date this Amendment is executed by both parties, for all purposes related to the Agreement, the term "Contractor Services" shall refer to the obligations of Contractor as described in the attached "Revised Attachment A: Contractor Services."
- III. **Amendment to Paragraph 6) Compensation.** Paragraph 6) Compensation of the Agreement is hereby deleted in its entirety and replaced with the following:

6) Compensation. The CRA shall pay the Contractor an amount not to exceed \$____ (hereinafter, [TO BE INSERTED])

(Payment of deposit, additional payment, and balance described above (including payment of any part thereof, such as for goods received or services rendered), are individually and collectively referred to in this Agreement as "Payment.")

- IV. **No Other Alteration of Terms.** Except for those terms explicitly amended by this Amendment, the terms of the Agreement remain in full force and effect.

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

By: _____

Date: _____

Authorized Representative for Contractor

Print Name: _____

Witness _____

Date: _____

By: _____

Authorized Representative for CRA

Print Name: _____

Witness _____

Date: _____

Date: _____



**ADDENDUM NO. 1
TO
REQUEST FOR PROPOSAL (RFP) FOR
BOYNTON BEACH CRA WEBSITE DESIGN, BUILD, AND MAINTENANCE SERVICES**

The Boynton Beach Community Redevelopment Agency ("BBCRA") has published a Request for Proposal (RFP), dated January 22, 2020, for website design, build, and maintenance services. The intent of this Addendum is to address errors and clarify other aspects of the RFP. Applicants responding to the RFP shall take note of the following changes, additions, deletions, clarifications, etc., to the RFP which shall become a part of and have precedence over anything shown or described otherwise.

Question 1: Can content on current website be extracted?

Answer: *Yes, currently we are using Joomla 3x CMS and data can be extracted from the back-end. Third-party applications may also be used to extract articles from the database. Interested parties will need to research this to see if they can work for their proposal.*

Question 2: With respect to the CRA's current website analytics, what were the following counts for 2018 2019 respectively? Annual Page Views and Annual Users

Answer: *Stats were not enabled by the previous website developer.*

Question 3: With Respect to the current CRA website's Roles/Permissions, please define the types of Roles you envision for the website/CMS Access? Will it be only the CRA Team? If just the CRA Team, will different levels of permission be needed, If, so, what do you envision that to be? Are partners or businesses going to be invited to edit or update the website in any way?

Answer: *The BBCRA Team and/or consultants will have access with different levels of permission.*

Question 4: What types of integration, 3rd party or other, are requirements. Please provide all names and function.

Answer: *Novus and Snag a Slip are the only 3rd party integration.*

Question 5: What type of disclaimer is required as referenced in Paragraph 2 on Page 11?

Answer: *Disclaimers will be determined as part of the web design process.*

Question 6: As referenced in Paragraph 1 on Page11, what type of SEO and SEM is the CRA currently using? What functions of SEM are you in need of?

Answer: *The BBCRA is not currently using SEO or SEM. However, we anticipate using google ads and are open to other alternatives as recommended by the selected website consultant.*

Question 7: Provide list of all integration required as referenced in Paragraph 1 on Page 11.

Answer: *Data integration will be determined upon discussion with selected website consultant.*

Question 8: Provide a description of what the intended online application and forms auto populate workflow/function would be as referenced in Paragraph 2 on Page 11. Are these fillable PDFs or Form Submissions? How many forms and applications are required?

Answer: *Online applications and forms types and formats will be determined by the BBCRA in consultation with selected website consultant. The BBCRA anticipates allowing grant recipients, vendors, and other interested parties (e.g. potential renters for the Historic Womans Club of Boynton Beach, RFP/RFQ/ITB proposers or bidders, etc.) access to the online applications and forms.*

Question 9: What data needs to be downloadable and for who (Permission/Roles) as referenced in Paragraph 4 on Page 12? Please define.

Answer: *Types of downloadable data and permission/roles will be determined by the BBCRA in consultation with selected website consultant.*

Question 10: Is there an email marketing platform that needs to be integrated to subscription forms as referenced in Paragraph 4 on Page 12?

Answer: *The BBCRA currently uses iContact for email marketing. However, the final marketing platform will be determined by the BBCRA in consultation with the selected website consultant.*

Question 11: What type of data needs to be extracted and loaded?

Answer: *The type of data will be determined by the BBCRA in consultation with the selected website consultant.*

Question 12: Please provide an example of a batch load job?

Answer: *The type of batch load jobs will be determined by the BBCRA in consultation with the selected website consultant.*

Question 13: In Paragraph 8 on Page 13, please explain why no to open source CMS Code. Are you looking at a specific proprietary solution? Why is Wordpress, Drupal, or Joomla not an option?

Answer: *Section A.8.g of Attachment "A," Scope of Work of ITB is hereby amended to allow open source CMS code as stated below:*

(The underlined language below indicates language that is added. The ~~strikeout~~ language below indicates language that is deleted).

8. Website Content Management:

- a. Website must function such that BBCRA has ability to add, update and delete external website links
- b. BBCRA requires a non-technical interface that is user friendly to edit and update website content
- c. Real-time updates are required for content and data
- d. Website must contain an administrative website portal for status on analytics, data date, and database availability
- e. The CMS must be role-based for set-up of security access levels
- f. Website must function as to give BBCRA the ability to add new features without HTML or technical knowledge
- g. The website must use a cost effective system; and shall not be "open source CMS" code
- h. Website must generate an audit log for content and code changes

Please refer to Exhibit "I," on Page 23 of the RFP

Exhibit "I," Fee Proposal Form, is hereby replaced in its entirety with revised or Exhibit "I."

CONTINUED ON NEXT PAGE

EXHIBIT "I" (REVISED)

FEE PROPOSAL FORM

The Fee Proposal Form shall be completed with printed or typed numeric values mechanically or, if manually, in ink. All corrections on the Fee Proposal Form shall be initialed. **Fee Proposal Forms completed in pencil, containing unreadable entries, or containing incorrect mathematical calculations shall be deemed non-responsive.**

Price includes all materials, prep work, equipment and labor necessary for the completion of the work described in **EXHIBIT "A," SCOPE OF WORK.**

Item No.	Description	Quantity	Unit Price (\$)	Item Total
1-4	General Website Design Website Content Website Functionality	1 each		
6	Website Data Extraction and Loading	1 each		
7	Website Security and Hardening	1 each		
8	Website Content Management	1 each		
9	Reimbursable and/or Out-of-Pocket Expenses (<i>specify multiplier or mark-up if applicable or not to exceed amount</i>)	n/a	n/a	
			TOTAL	
5	Website Maintenance, Hosting, and Support	Price/year		
10	Additional Consultation	Price/hour	_____/Hour	

The undersigned certifies that he/she has the ability to sign and bind the Proposer to the services to be performed within the fees proposed.

Name of Proposer

Print Name and Title

Authorized Signature (Must be able to legally bind the Proposer)

Date

END OF ADDENDUM No. 1



WEBSITE DESIGN, BUILDING AND MAINTENANCE SERVICES REQUEST FOR PROPOSAL (RFP)

SUBMISSION CONTENTS SUFFICIENCY CHECKLIST
SUBMISSION DEADLINE FEBRUARY 20, 2020 @ 10:00 a.m.

	Proposers			
	Cause Tech, LLC d/b/a Achieve Causes	Granicus, LLC	ePATHUSA, Inc.	VUP Media, LLC
General Requirements				
Date and Time received	2/20/2020 @ 9:11 AM	2/20/2020 @ 8:41 AM	2/19/2020 @ 10:13 AM	2/20/2020 @ 9:26 AM
2 copies (1 orig, 1 copy) & electronic	Yes	Yes	Yes	Yes
Mandatory Qualification Requirements				
General Statement	✓	✓	✓	✓
Brief History	✓	✓	✓	✓
Certificate of Good Standing	✓	✓	X Not in Florida; Iowa	
Organizational Chart	✓ No organizational chart; just a list of key	✓	✓	✓ No organizational chart; just a list of key personnel
Previous Experience/Similar Projects	✓	✓	✓	✓
Submittal Requirements				
Exhibit A: Scope of Work/Proposed Schedule	✓	X Proposal not Open Source CMS per Addendum #1	✓	✓ Provided a timeline but did not coincide with scope
Exhibit B: Proper's Information	✓ Two dismissed legal litigations; one pending	✓	✓	✓
Exhibit C: Acknowledgement Letter	✓	✓	✓	✓
Exhibit D: Local Business Preference	✓ Not a Local Business	✓ Not a Local Business	✓ Not a Local Business	✓ Not a Local Business
Exhibit E: Public Entity Crimes Statement	✓	✓	✓	✓
Exhibit F: Certification of Drug Free Workplace Program	✓	✓ With parts stricken	✓	✓
Exhibit G: Certification of Non-Scrutinized Company	✓	✓	✓	✓
Exhibit H: Addenda Acknowledgement	✓	✓	✓	✓
Exhibit I: Fee Proposal Form	✓ Did not use the revised Exhibit	✓ Did not use the revised Exhibit	✓ Did not use the revised Exhibit	✓
Exhibit J: Proposal Checklist	✓	✓	✓	✓
TOTAL:	\$18,750.00	\$19,500.00	\$20,000.00	\$17,500.00
Website Maintenance, Hosting and Support	\$3,588/yr.	\$4,000/yr.	\$4,000/yr.	\$5,040-\$5,400/yr.
Additional Consultation	\$125/hr.	\$200/hr.	\$85/hr.	\$75/hr.

✓ = Provided
X = Did not provide
N/A = Was not required to provide

WEBSITE DESIGN, BUILD, AND MAINTENANCE REQUEST FOR PROPOSAL (RFP)

OVERALL EVALUATION RESULTS

SUBMISSION DEADLINE FEBRUARY 20, 2020 @ 10:00 a.m.



	PROPOSERS			
	Cause Tech, LLC d/b/a Achieve Causes	Granicus, LLC	ePATHUSA, Inc.	VUP Media, LLC
REVIEWERS				
Reviewer 1 (TS)	88	82	66	75
Reviewer 2 (TSC)	81	85	60	75
Reviewer 3 (MC)	72	90	75	80
Reviewer 4 (BN)	83	91	73	85
Reviewer 5 (MS)	74	91	60	83
Cummulative Total	398	439	334	398
RANKING	2	1	4	2

EXHIBIT "L"

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
STANDARD CONTRACTOR AGREEMENT**

This Contractor Agreement (hereinafter "Agreement") is made by and between _____ (hereinafter the "Contractor") and the **Boynton Beach Community Redevelopment Agency**, located at 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of Contractor Services for _____; and

WHEREAS, the Contractor Services are required for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the use of the Contractor Services will further the Community Redevelopment Plan; and

WHEREAS, the Contractor has the knowledge, ability, licensing (if applicable), and equipment to provide Contractor Services;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) Notice and Contact.

a. Contact Person for the Contractor: _____

Business Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

b. Contact Person for the CRA (hereinafter "Program Coordinator"):

Name: (insert name of CRA Staff)

Address: 710 North Federal Highway, Boynton Beach FL 33435

Email Address: (insert CRA Staff's email address)

Telephone Number: (insert CRA Staff's phone extension)

3) Description of the Contractor Services: Contractor will perform its obligations as described in "Attachment A: Contractor Services." The obligations of Contractor described in "Attachment A: Contractor Services,"

including any work performed at the Hourly Rate described below, shall be referred to in this Agreement as the "Contractor Services." If mutually agreed to by both parties, the parties may make additions, deletions, or other amendments to "Attachment A: Contractor Services" at any time by completing and executing "Attachment E: Amendment to Contractor Services." Any such amendments will be consistent with the *Website Design, Build, and Maintenance Services Request for Proposals* issued by the CRA in January, 2020.

- 4) Dates and Times.** Contractor will commence the Contractor Services on the Effective Date of this Agreement, and will complete all Contractor Services no later than _____ ("Completion Date"), unless both parties agree in writing to amend the Completion Date.
- 5) Compensation.** The CRA shall pay the Contractor an amount not to exceed \$____ ("General Fee") for the performance of the Contractor Services. Payment for each individual service or item provided shall not exceed the amount described in "Attachment B: Fee Schedule." Other website design services shall be provided at a rate of ____ and 00/100 Dollars (\$____) per hour ("Hourly Rate"). Collectively, the General Fee and fees to be paid at the Hourly Rate shall be referred to as the "Compensation." In the event of additions, deletions, or other amendments to Contractor Services as described in Paragraph 3 of this Agreement, the amount of the Compensation may be adjusted, but the hourly rate of ____ and 00/100 Dollars (\$____) shall not be increased in excess of three percent without approval of the CRA Board.
- 6) Method of Payment of Compensation.** Payment of Compensation (or any part thereof) for Contractor Services is dependent upon sufficient time having been allowed for processing of this Agreement and Contractor providing all required paperwork identified below.
- a. Payment shall be made in the form of a check made out to _____ and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.
 - b. All payments shall be in the form of a CRA check made payable to the Contractor, or as indicated above.
 - c. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Contractor Services.
 - d. The following is required paperwork that Contractor must provide the CRA before the CRA is able to process and invoice and issue payment. The CRA will not provide payment of Compensation, or any part thereof, unless it receives the following:
 - i. Vendor Application and W-9
 - ii. Itemized Invoice with project name/purchase order number, dates, cost, and description of service(s) rendered,
 - iii. Photos and/or proof of deliverables in an electric format acceptable to the CRA.
 - iv. Other updated documents required during the term of the contract (e.g. License, Certifications, Insurance, etc.)
- 7) Personnel.** Contractor represents that Contractor has, or will secure at Contractor's own expense, all necessary personnel required to perform the Contractor Services under this Agreement. Such personnel

shall not be employees of, or have any contractual relationship with, the CRA. All of the Contractor Services shall be performed by the Contractor, or under Contractor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to perform such Contractor Services. Contractor warrants that all Contractor Services shall be performed by skilled and competent personnel in accordance with all applicable federal, state and local laws and professional and technical standards, and that Contractor has all required licenses and permission required by state, local, and federal law to perform the Contractor Services.

- 8) CRA to Own Materials.** The Contractor agrees that the CRA shall be the owner of all materials and other documents created by the Contractor on behalf of the CRA as part of its performance of the Contractor Services. Any and all documents, files, reports, programs, developments and innovations, whether written or electronic, which are developed, maintained, utilized or conceived by Contractor during the term of this Agreement and in the course of the performance of Contractor Services hereunder shall be the exclusive property of the CRA and shall be submitted to the CRA along with the final invoice in a format acceptable to the CRA. Contractor hereby assigns all right, title and interest in same to the CRA.
- 9) Propriety.** Contractor understands that at all times during its performance of Contractor Services, Contractor shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.
- 10) Content, Logistics, Etc.** The CRA has sole and absolute discretion as to the content and propriety of the Contractor Services and may deem certain content inappropriate for the CRA's intended use. The Contractor shall have exclusive control of the Contractor Services provided by the Contractor, including the method, manner, and means of executing the Contractor Services.
- 11) Cancellation.** The CRA reserves the right to cancel or postpone the performance of the Contractor Services and/or terminate this Agreement at any time for any reason. The CRA shall not be liable to Contractor for payment for any Contractor Services not yet rendered, but shall be liable for payment of goods received and accepted by the CRA, and Contractor Services rendered and accepted by the CRA, prior to the date of notice of cancellation. In no case shall any payments made pursuant to this paragraph exceed the amount of Compensation.
- 12) Default.** The failure of a party to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If the defaulting or breaching party fails to cure the default within seven (7) days of notice from the other party or prior to the Completion Date, whichever comes first, the party not in breach or default may terminate this Agreement.
- 13) Waiver.** The CRA shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Contractor Services whether such damage or injury occurs before, during, or after the actual performance of the Contractor Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.
- 14) Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Contractor or the performance

of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

15) Limitation of liability. To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation or the direct out-of-pocket damages actually incurred, whichever is less. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA, including those set forth in Section 768.28, Florida Statutes.

16) No Transfer. The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.

17) Insurance. The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Contractor Services, and include, along with an executed copy of this Agreement, a Certificate of Insurance ("COI") for comprehensive general liability insurance with a liability limit of at least \$1,000,000 per occurrence. Additional insurance requirements may be found in "Attachment C," which is hereby incorporated herein. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Contractor Services or this Agreement. The CRA is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Contractor Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

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

**The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33425**

18) Tax Forms. The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Contractor Services. The Contractor assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

19) Funding. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.

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

21) Independent Contractor; No Partnership, Etc. The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Contractor Services; and that Contractor is an independent contractor and not an employee of the CRA for all purposes including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.. The Contractor will exercise its own judgment in matters of safety for itself, those affected by the Contractor Services, and attendees of the Event.

22) Promotional Materials. The Contractor agrees that the CRA may photograph and/or record video and audio of the Contractor Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA, or undertakings by the CRA; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA, and social media affiliated with the CRA. The Contractor waives and assigns to the CRA all copyrights under the Copyright Contractor of 1976, 17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Contractor Services. The CRA shall attribute the Contractor Services to the Contractor.

23) No Infringement. The Contractor represents that in performing the Contractor Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Contractor Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

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

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

- 26) Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.
- 27) Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit.
- 28) Independent Advice.** The parties declare that the terms of this Agreement have been read and are fully understood. The parties understand that this is a binding legal document, and each party is advised to seek independent legal advice in connection with the matters referenced herein.
- 29) Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.
- 30) Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, acts of public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control.
- 31) Voluntary Waiver of Provisions.** The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. No waiver by the CRA shall be deemed a continuing waiver unless expressly stated in writing, and no action or inaction by the CRA shall be deemed a waiver. All waivers by the CRA must be expressly stated in writing. The Contractor may waive any requirements of the CRA contained in this Agreement.
- 32) Public Records.** The CRA is a 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 CRA to perform the Contractor Services described in this Agreement.
 - b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.
 - d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

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

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

- 33) Agent.** If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.
- 34) Attorneys' Fees and Costs.** Should it be necessary to bring an action to enforce any of the provisions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.
- 35) Compliance with Laws.** In the performance of the Contractor Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including applicable ethics and procurement requirements.
- 36) Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Contractor Services and final payment by the CRA, or on _____, 20__ whichever occurs last. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Contractor Services pursuant to this Agreement.
- 37) Renewal.** Prior to the termination of the Agreement, the parties may renew this Agreement for an additional ___ year(s) by mutually executing the form attached hereto as "Attachment D" (the "Renewal Agreement"). Either party may send the other party the Renewal Agreement, but in order to be effective, the Renewal Agreement must be signed by both parties. In the event of a renewal, only the dates and times provided for in this Agreement shall be deemed altered, unless other alternations or amendments are agreed upon in writing by the parties in the Renewal Agreement. The terms of this Agreement shall not be altered by the Renewal Agreement unless explicitly altered in the Renewal Agreement.
- 38) Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.
- 39) Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.
- 40) Time is of the Essence.** The parties acknowledge and agree that time is of the essence in the performance under this Agreement.
- 41) Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that

Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

42) Agreement Non-Exclusive. Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.

This space intentionally left blank

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

By: _____

Date: _____

Authorized Representative for Contractor

Print Name: _____

Witness: _____

Date: _____

Witness Name: _____

By: _____

Date: _____

Authorized Representative for CRA

Print Name: _____

Witness: _____

Date: _____

Witness Name: _____

ATTACHMENT A
CONTRACTOR SERVICES
(Insert Revised Scope of Work from RFP)

ATTACHMENT B
FEE SCHEDULE
(Insert Selected Proposer's Fee Proposal)

ATTACHMENT C
INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at his/her/its own expense, provide and maintain in force, until all of its services to be performed under the Standard Form of Agreement have been completed and accepted by the CRA (or for such duration as it otherwise specified herein), the following insurance coverages :

- A.** Worker’s Compensation Insurance to apply to all of the Contractor’s employees in compliance with the “Worker’s Compensation Law” of the State of Florida and all applicable Federal Laws.

Employer’s Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

- B.** Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and \$1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include \$1,000,000 aggregate on products and completed operations; \$2,000,000 general aggregate.

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

1. Premises and/or Operations
2. Independent Consultants
3. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
4. Personal Injury Coverage with employee and contractual exclusions removed.

- C.** Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers’ Non-Ownership

- D.** Professional Liability Insurance with minimum limits per occurrence applicable to CRA projects as follows:

	<u>Contract Cost Range</u>	<u>Limit</u>
1.	\$0 - \$99,000	\$ 250,000
2.	100,000 - 299,000	500,000
3.	300,000 - 499,000	750,000
4.	500,000 – Above	1,000,000

Coverage shall be afforded on a form acceptable to the CRA. Contractor shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

- E.** The CRA and The City of Boynton Beach shall be named as an additional insured on the Contractor's policies and all policies shall include a waiver of subrogation.

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

City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

ATTACHMENT D
RENEWAL AGREEMENT

The Contractor Agreement dated _____ (the "Agreement") is hereby renewed and amended through this Renewal Agreement made by and between _____ ("Contractor") and and the **Boynton Beach Community Redevelopment Agency**, located at 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "parties").

WHEREAS, the parties previously entered into the Agreement; and

WHEREAS, the CRA is in need of Contractor Services beyond the termination date of the original Agreement; and

WHEREAS, the Agreement provides that the CRA may renew the Agreement; and

WHEREAS, the parties desire to renew the Agreement under the same terms and conditions except as expressly altered herein;

WHEREAS, this Renewal Agreement will continue to be in furtherance of the CRA Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

- I. **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.
- II. **Renewal of the Agreement.** The Agreement is hereby renewed for a period of ____ year(s). The renewal is subject to the amendments to the Agreement contained in this Renewal Agreement.
- III. **Alteration of Terms.** The terms of the Agreement remain in full force and effect, except for those terms explicitly amended by this Renewal Agreement. Amendments to the Agreement are shown as follows: additions are shown in underlined format; deletions are shown in strikethrough format. Specifically, the paragraphs and subparagraphs from the Agreement identified below shall be amended as follows:
 - a. **Dates and Times Amended.** The following dates and times in the Agreement are amended as follows:
 - i. **INSERT**
 - b. **Other AMENDMENTS GO HERE.**
- IV. **Effective Date of Renewal Agreement.** This Renewal Agreement will become effective at the date and time that the last party signs this Renewal Agreement. The Agreement, as amended by and including this Renewal Agreement, will automatically terminate after the performance of the Contractor Services and payment by the CRA, or on _____, 2020, whichever occurs last.

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

By: _____

Date: _____

Authorized Representative for Contractor

Print Name: _____

Witness _____

Date: _____

By: _____

Authorized Representative for CRA

Print Name: _____

Witness _____

Date: _____

Date: _____

ATTACHMENT E
AMENDMENT TO CONTRACTOR SERVICES

This Agreement to Amend the Contractor Agreement (hereinafter "Amendment") is made by and between _____ (hereinafter "Contractor") and and the **Boynton Beach Community Redevelopment Agency**, located at 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "parties").

WHEREAS, the parties previously entered into the Contractor Agreement dated _____ (hereinafter "Agreement") ; and

WHEREAS, the parties desire to amend the "Attachment A: Contractor Services"

WHEREAS, the Agreement provides that the parties may amend "Attachment A: Contractor Services,"

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

- I. **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.
- II. **Amendment of Attachment A.** The "Attachment A: Contractor Services" that was attached to the Agreement is hereby deleted in its entirety and replaced with the document attached hereto as "Revised Attachment A: Contractor Services." Commencing on the date this Amendment is executed by both parties, for all purposes related to the Agreement, the term "Contractor Services" shall refer to the obligations of Contractor as described in the attached "Revised Attachment A: Contractor Services."
- III. **Amendment to Paragraph 6) Compensation.** Paragraph 6) Compensation of the Agreement is hereby deleted in its entirety and replaced with the following:

6) Compensation. The CRA shall pay the Contractor an amount not to exceed \$_____ (hereinafter, [TO BE INSERTED])

(Payment of deposit, additional payment, and balance described above (including payment of any part thereof, such as for goods received or services rendered), are individually and collectively referred to in this Agreement as "Payment.")

- IV. **No Other Alteration of Terms.** Except for those terms explicitly amended by this Amendment, the terms of the Agreement remain in full force and effect.

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

By: _____

Date: _____

Authorized Representative for Contractor

Print Name: _____

Witness _____

Date: _____

By: _____

Authorized Representative for CRA

Print Name: _____

Witness _____

Date: _____

Date: _____



CRA BOARD MEETING OF: March 10, 2020

NEW BUSINESS

AGENDA ITEM: 15.B.

SUBJECT:

Consideration of the FY 2019 - 2020 CRA Affordable and Workforce Housing Grant Program

SUMMARY:

On October 1, 2017, the CRA Board approved and implemented the Nonprofit Organization Grant Program (NOGP). The grant program provided funding for nonprofit organizations providing economic/business development programs/projects or construction or rehabilitation of new and existing affordable and workforce units within the CRA area. As a result of the statutory changes on June 28, 2019 regulating CRAs, the NOGP was revised to only assist in the construction of, or rehabilitation of affordable and workforce housing. \$95,000 was approved for the program as part of the FY 2019-2020 Budget.

On December 10, 2019, the CRA Board gave input on the following items (see Attachment I):

Eligibility and Maintenance of Affordability Guidelines	
Applicant	Florida licensed and Insured For-profit and Nonprofit Entities with demonstrated experience in providing affordable housing, including income qualification experience.
Maximum Grant Amount per Application	<ul style="list-style-type: none"> • None • 50% match of eligible expenses, up to \$10,000 per unit/structure¹ • Grant funding to be used only on brick and mortar, no administrative costs (e.g. salary or overhead) • \$45,000 total for Rehabilitation activities • \$50,000 total for New Construction activities
Minimum Number of Units	None
Type of Ownership	Fee-simple ownership
Target Household Income	Up to 100% Area Median Income (AMI)
Access to Funding	Payment to recipient within 30 days after staff review of completed reimbursement request and supportive documents
Review Process	Staff Review of Application/Reimbursement with amount of funding to be approved by the Board

Credit Report	\$100 Fee to be paid by applicant at time of application
Instrument for Secured Interest ¹	Securing terms to be determined by the CRA Board

Notes:

1. If the Board desires to continue the maintenance of affordability beyond the initial assistance, the funding provided could be secured with a document such as a soft second mortgage to be recorded on the property. Board consensus was that a soft second was not needed due to the small amount of funding available in the program and the wealth building component of the program (offset a portion of the construction costs for local contractors). A cap of up to \$10,000 per unit is recommended in order to serve more residents.

Based on the Board's direction and input received from public comments received on December 10, 2019, the attached draft grant application is provided as Attachment II. Additionally, the staff request Board approval of the following implementation schedule in conjunction with the grant application:

- March 10, 2020 - Board Approval of the grant application and process
- April 6, 2020 - Notice of Available Funding advertisement
- April 15, 2020 - Voluntary Grant Application Workshop, Noon and 6:00 p.m.
- April 20, 2020 - Application Submission

Similar to the Economic Development Grant Program, completed grant applications will be accepted on a first come, first serve basis starting on April 20, 2020 and reviewed by staff on a rolling application process (no submission deadline) until funds are expended. Eligible applications will be presented to the Board for approval.

FISCAL IMPACT:

FY 2019-2020 Budget, Project Fund, Line item 02-58400-444, \$95,000 (Residential Improvement)

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

1. Approve grant application, process, and timeline for the new CRA Affordable and Workforce Housing Grant Program and authorize staff to implement the program subject to final review by legal counsel.
2. Provide modifications to the new CRA Affordable and Workforce Housing Grant Program upon further discussion.

ATTACHMENTS:

Description

- **Attachment I - Minutes of the December 10, 2019 CRA Board Meeting**
- **Attachment II - Draft Affordable and Workforce Housing Grant Program Application**

Vote

Vice Chair Katz amended his motion to include the cap of \$250K. The motion unanimously passed.

C. Consideration and Discussion of MLK Jr. Boulevard Corridor Development Update

Mr. Simon gave an update. Staff was working towards a holistic view of the Corridor. The Board reviewed activities held by staff with the community and explained staff is trying to schedule a meeting with private property owners. Staff held several meetings with Quik Stop and was trying to schedule a meeting with them and their financial advising team to discuss options. There has been no position yet, but they had good meetings. Mr. Simon thought the Bell's property could be a nice complement to development.

Board Member McCray asked if Easy Mart was sold and asked staff to look into the matter. Vice Chair Katz thought there may be a tendency to become complacent due to the Centennial project. The plan is to develop the entire street. It was good to see what opportunities were out there. Mr. Simon explained staff can bring updates if desired. Board Member Penserga supported the request.

D. Consideration of the New CRA Affordable and Workforce Housing Grant Program

Ms. Shutt explained in 2017, the CRA developed a program to fund non-profits. The two grantees were Habitat for Humanity of South Palm Beach County and the Community Caring Center. Since then, there were statutory changes this year that discontinue the ability of CRAs in general to fund non-profits. The Board did budget \$95K for fiscal year 19/20 for construction/rehabilitation for affordable and workforce housing. Staff provided parameters for the Board to consider when developing grant applications for the funding. One change is the applicant could be a for-profit or non-profit entity. The Board should consider the maximum grant amount per application and the minimum number of units to be provided. Staff recommends ownership should be a fee-simple type of ownership versus a rental, and access to funding would be if the applicant provides all the completed reimbursement requests and documents that the CRA could reimburse within 30 days. The review process would be similar to the current grant program, having an application for reimbursement requirements and grant agreements to be approved by the Board and credit reports should be submitted for all the applicants. The Board should consider maintenance and if the Board would like something drafted in the grant program to maintain affordability, if needed, or if the tangible assets with workforce housing is enough. The Board would need to determine what type of instrument to use to secure public interest when the grant is given to an entity. Staff was seeking input and will return to the Board after working with the attorney.

Muhammad Abdallah, Habitat for Humanity, 181 SE Delray Beach, Senior Director, Government and Community Affairs, thought there were some items that may be an issue for Habitat for Humanity. He inquired about how fee-simple ownership would work with their land trust, and would like to discuss it with staff. He queried if Habitat would have the first right of refusal to purchase the property back and if it would be maintained as affordable housing or not. The second question was about the soft second mortgage which was forgiven after 15 years and he noted Habitat has zero interest loans for 30 years and inquired what would occur with the remaining 30 years. Many of their homeowners stay in the home beyond 30 years. He commented Habitat staff and its affiliates will sit with staff and share information about their land trust and how it works on their end.

Chair Grant commented this item pertained to residential and not commercial. He thought it was an option to build wealth in the community and did not think they needed the soft second for residential communities like they do for commercial communities. Chair Grant was okay with not having the soft second and not having a minimum of two housing units. He would like to open the program up to local contractors. He understood with the land trust, it is affordable because property owners do not pay tax on the land and it helps maintain the property in the future. The CRA has \$95K and he supported allotting \$50K towards new home construction and \$45K towards rehabilitation of homes. When they issue applications, they will understand a smaller organization may only need \$5K for windows on a home. He was concerned if the CRA should put a cap on the value of the home or if there was an income restriction to qualify for the grants. Mr. Simon suggested using a median-income cap and apply simple income verifications on the owner which staff could conduct on a family's income of affordable. Chair Grant thought rather than doing public information of a homesteaded property giving preference not greater than \$250K of appraised value according to the property appraiser. This would be for rehab and new construction.

Board Member Romelus agreed with removing the soft second mortgage, but needed clarification about the 15-year provision. She inquired how the home would be kept affordable. Mr. Simon explained there were several ways to accomplish that goal, which he discussed. She also favored, when allocating funds, the contribution be strictly used for brick and mortar and not salary or staff. Staff will bring back the draft application with eligibility criteria and work with legal on the maintenance and affordability of the program.

E. Consideration and Discussion of the Letter of Intent Submitted by the Surfing Florida Museum for the Event Management of the Historic Woman's Club of Boynton Beach - Revised

This item was heard earlier in the meeting.

16. CRA Advisory Board



April 1, 2020 – September 30, 2020

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
AFFORDABLE AND WORKFORCE HOUSING
GRANT PROGRAM**

Program Rules and Regulations

The Affordable and Workforce Housing Grant Program (AWHGP) is designed to help facilitate the rehabilitation of existing and construction of new affordable and workforce housing within the Boynton Beach Community Redevelopment Agency (the “CRA”) Area. The program is designed to provide financial assistance to new and existing fee simple residential structures in the form of a reimbursable grant intended to reduce the initial costs associated with the rehabilitation and construction of affordable and workforce housing in accordance with the CRA Community Redevelopment Plan. Improvements paid for by the CRA must be permanent and stay with the building.

The CRA reserves the right to approve or deny any AWHGP application and to deny payment at any time if, in its sole and absolute discretion, it determines that the application will not advance the goals and objectives established for redevelopment of the CRA District.

For purposes of this application, the term “affordable and workforce housing unit” means a new or existing, fee simple, owner-occupied residential structure within the Boynton Beach CRA’s area with a maximum Total Market Value of \$250,000 as determined by the Palm Beach County Property Appraiser at time of application or maximum sale price of \$250,000 for new construction. The term “project” means the eligible exterior or interior improvement project for which the applicant seeks reimbursement.

Initials_____

The Boynton Beach CRA is a public agency and is governed by the “Florida Public Records Law” under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced the CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Incentive Funding

The AWHGP offers financial assistance to the project in the form of a reimbursable, matching grant for 50% of eligible expenses, up to \$10,000, associated with the construction or renovation of the exterior and interior elements of the affordable and workforce housing unit/structure.

Applicants are encouraged to take advantage of the City of Boynton Beach’s PACE Program to help defer the cost of installing energy efficient items. Information regarding the PACE Program is available online at http://www.boynton-beach.org/go-green/pace_program.php or by contacting the City of Boynton Beach at (561) 742-6067. Attached is the ReNew PACE Eligible Product List.

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, Florida licensed for profit and not-for profit with demonstrated experience in providing affordable or workforce housing, including income qualification experience.
- Property to receive the goods and services from the AWHGP must not have a total Market Value in excess of \$250,000 as determined by the Palm Beach County Property Appraiser at time of application be located within the CRA area (see attached map).
- Must provide proof that the affordable and workforce housing unit is properly permitted by all necessary levels of government or agencies (copies of City and County receipts that the licenses have been applied for).
- Improvements to non-residentially zoned properties are NOT eligible expenses.
- Proposed closing documents must be executed within 30 days of CRA Board approval or the grant award is terminated.

Initials_____

- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the CRA. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- All work must be done in compliance with applicable City of Boynton Beach Building Codes and Land Development Regulations. All contractors must be licensed as required to work in Boynton Beach and/or Palm Beach County. For any projects valued more than \$250,000 (based on the project's construction value as it appears on the Palm Beach County-Wide/Municipal Building Permit Application Form submitted to the City of Boynton Beach), preference will be given to projects that will use contractors with an office in Palm Beach County. Please contact the City of Boynton Beach Development Department regarding the proposed work to be performed prior to submitting a grant application.
- Grant funding amounts will be based on the applicant's project budget, specified at the time of the CRA Board approval, including any contingency funding amount.
- Grant funds will be reimbursed exclusively for approved work and approved change orders.
- The AWHGP may only be used one time in any five-year period for any one property. Entities hoping to improve properties that were previously improved using a CRA improvement grant may apply for additional grants any time after five years from previous grant approval.
- In order to qualify for the grant, the subject property may not have any outstanding City of Boynton Beach liens at the time the applicant seeks reimbursement. To ensure that the property does not have any outstanding liens, violations or monies owed for utilities, the CRA will perform a lien search on the property at a cost of \$115.00, which will be deducted from any grant funding awarded to the recipient. In the event that there is an outstanding lien against the property, the grant will not be awarded until the complete satisfaction of the lien.
- The applicant must complete the project, obtain a Certificate of Occupancy/Completion from the City of Boynton Beach, and submit for reimbursement within 180 days of the issuance date of the permit for the project for rehabilitation project and 365 days for new construction. If CRA Board Approves grant funding and the work being performed does not require a permit,

Initials _____

the Certificate of Completion (or equivalent) and application for reimbursement must be within 180 days of the grant award. Failure to complete the improvements within the specified time frame will result in termination of the grant award. Only one 60 day administrative extension will be permitted, and the CRA has the sole and absolute discretion to grant or deny such extension.

- Project items completed and paid for by the applicant more than 60 days prior to grant approval by the CRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment in order for an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- CRA Board approval of this grant results only in funding. Approval of CRA grant funding is NOT approval of any type of City processes including, but not limited to, permits and site plan modification. Applicants must apply for permits and site plan modification through the appropriate departments at the City. All commercial projects require permitting and site plan modification reviews. It is the responsibility of the applicant to obtain all necessary City approvals.
- Grantees shall allow the CRA the rights and use of photos and project application materials.
- The CRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

Projects and items eligible for funding under this grant program are limited to a maximum per unit total of \$10,000 for any combination of the following:

- Exterior doors/windows
- Roofing (Not to exceed 50% of total grant award)
- Landscaping and irrigation within the project site
- Fencing (excluding chain link, barbed wire, and wood panels)
- Exterior stucco or painting
- Exterior Awnings
- Flooring
- Electrical systems, including lighting
- Plumbing
- ADA requirements
- Water/sewer lateral connections
- Patio decks or covered porches connected to the building

Initials _____

- Parking lot re-paving, re-sealing, and/or restriping
- HVAC system
- Solar electricity and water heating – See attached ReNew PACE Eligible Product Lis

Ineligible Items

The following items are considered ineligible for assistance under the AWHGP Grant Program:

- Non-residential or rental unit/structures
- Interior painting
- Interior door hardware
- Demolition fees
- Design services
- Kitchen or cooking equipment
- Window Tinting
- Laundry equipment
- Dumpster Tipping fees
- Any other items that the CRA staff or CRA Board determine will not support the redevelopment of the CRA Area

Grant Terms and Conditions

This grant is divided into two categories of eligibility: Rehabilitation and New Construction. All reimbursement checks from the CRA to the successful applicant will be made out to the applicant (the business entity).

Grant funding amounts will be based on the applicant's project budget specified at the time of CRA Board approval.

Application Process

Applications can be obtained from the CRA office located at 710 North Federal Highway, Boynton Beach, FL 33435 or downloaded from www.catchboynton.com. All applicants are required to meet with CRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the CRA office.

Initials_____

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the CRA Board.

Applicants must submit an original, "hard copy" application with all materials to the CRA for review and approval by the CRA Board. Applicants will be considered on a first-come, first-serve basis. Application packets must include the following documentation:

1. A non-refundable fee of \$100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Written detailed project budget describing the improvements to be done to the property. It must list all project costs for which the applicant is requesting reimbursement. The project budget must provide a total cost of the project.
3. Written detailed project regarding the process by which applicant will ensure that the unit/structure will be occupied by target households up to 100% Area Median Income (AMI).
4. Cost estimate(s) from a licensed contractor(s) as specified in the applicant's project budget.
5. Signage design, project color chips, material samples and material specifications, if applicable.
6. Copy of building permit receipt/application. If the permit has not been applied for prior to submission of the grant application, a copy of the building permit receipt is due within 90 days of grant approval, or the grant award may be terminated.
7. Resume for each principal/owner of the business entity performing the work to be funded by the AWHGP.
8. Copy of the corporate documents for the applying business entity, including copy of certificate of good standing from the Secretary of State of Florida and the state in which the corporation is headquartered, if not Florida, City of Boynton Beach and Palm Beach County licenses (Business Tax Receipt).
9. Copy of Warranty Deed for the property where goods and services are performed and funded by the AWHGP.
10. Two years of corporate tax returns (for existing businesses only).
11. Two years of personal tax returns for the principal/owners of a new business.
12. Copy of design and construction plans associated with the proposed improvements.

Initials _____

13. List of jobs to be created and filled including job descriptions and pay range. For existing businesses, provide a list of all current positions including job description and pay range.
14. A minimum of four color digital “before” photos of the exterior and interior portions of the project.
15. Completed and signed application (attached).
16. Authorization to perform credit check for the business and each principal/owner of the business (attached).
17. W9 Form (attached).
18. City Planning and Development Department Acknowledgement Form (attached).
19. City Permit Department Acknowledgement Form (attached).

The above referenced City Forms (line 18 and 19) must be completed and submitted to the appropriate departments, which are located at City Hall 3310 Quantum Boulevard, Suite 101, Boynton Beach, FL 33426. Phone (561) 742–6000.

Approval of Funding Request

All required documentation must be submitted no later than noon three weeks prior to the second Tuesday of the month. CRA staff will review the application to evaluate whether the project is eligible for reimbursement. If it meets these requirements, CRA staff will present the funding request to the CRA Board for review and potential approval.

The CRA Board meets on the second Tuesday of each month at the Intracoastal Park Clubhouse located at 2240 N. Federal Highway, Boynton Beach, FL 33435. The schedule for CRA Board meetings can be obtained at www.catchboynton.com. Applicants will be notified of the date and time that their applications will be considered by the CRA Board.

The CRA recommends that applicants attend the CRA Board meeting during which the Board will consider their applications in order to answer any questions the CRA Board may have regarding their applications. CRA staff will notify the applicant of the CRA Board’s approval or denial in writing.

Site Visits

CRA may conduct a site visit prior to transmitting the application to the CRA Board and once the project is completed. Staff may also conduct unannounced site visits before,

Initials_____

during, and after the project in order to determine and ensure compliance with the terms of the grant.

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Initials_____

Procedures for Reimbursement

This program is designed as a matching 50% reimbursable grant. All work must be completed and paid for by the applicant prior to the release of CRA funds. The CRA will provide reimbursement to the applicant upon submittal of a complete reimbursement request package.

All reimbursement requests and supporting documents must be submitted to the CRA seven working (7) days prior to the grant expiration date. The CRA may refuse to issue grant funding if the submission is not received by the specified time.

Once the work is completed the Reimbursement Request shall be summarized in a report and accompanied by the following documentation:

1. Invoices, receipts or other acceptable evidence of payment from suppliers and licensed contractor(s) that have been marked "paid in full." Proposals for "work to be completed" or "bids" are not considered proper documentation.
 - a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties; and,
 - b. Each item must also have the date and property address for which goods and services are performed and funded by the AWHGP.
2. A "final release of lien" signed by each licensed contractor(s). See attached Sample of a Final Release of Lien form.
3. A minimum of 4 color "after" photos of the project.

By submitting for reimbursement, the applicant warrants that all bills for which applicant is directly responsible related to the project are paid in full including, but not limited to, all contractors, labor, materials, related fees and permits.

Grantees may not submit work improvements for reimbursement that have been used as part of a reimbursement request for any other grant program offered by the CRA, City of Boynton Beach, Palm Beach County or the State of Florida. The AWHGP will

Initials _____

only reimburse applicants for new expenditures that have not been submitted to other grant programs for reimbursement.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of a grant result in any obligation on the part of the CRA to any third party. The CRA is not required to verify that entities that have contracted with the applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant's warranty that all bills related to the Project for which the applicant is directly responsible have been paid is sufficient assurance for the CRA to award grant funding.

DRAFT

Initials_____



APPLICANT INFORMATION

BUSINESS INFORMATION:

Business Name (d/b/a if applicable):

Current Business Address:

Fed ID#: _____ Florida Corporation: Yes ___ No ___

Copy of certificate of good standing from the Secretary of State of Florida: Yes ___ No ___

Copy of City of Boynton Beach Business Tax Receipt: Yes ___ No ___ Number of years in existence: _____

Copy Palm Beach County licenses (Business Tax Receipt): Yes ___ No ___

Business Phone Number: _____ Cell: _____

Website: _____

Do you currently own the property to be improved: Yes ___ No ___ If not, please attach purchase and sale agreement with scheduled closing date or copy of deed: _____

Total Square footage of existing unit/structure: _____

Total Square footage with proposed improvements/addition (if applicable): _____

Type of Business: _____

Number of Employees: _____

List of improvements seeking reimbursement for: _____

Requested grant amount: _____



APPLICANT INFORMATION

PRINCIPAL/OWNER INFORMATION:

(If more than 4 principals/owners additional sheets may be used)

1. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____

Cell Phone Number: _____
2. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____

Cell Phone Number: _____
3. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____

Cell Phone Number: _____
4. Principal/Owner Name: _____
Date of Birth: _____ Email: _____
Residential Address: _____

Cell Phone Number: _____

Are you applying for grant assistant under any other program offered by the CRA?

Yes _____ No _____ If yes, what additional programs are you applying for:

Are you receiving grant assistance under any other governmental agencies: Yes ___ No ___

If yes, list any additional grant sources and amounts:

PROPERTY OWNER INFORMATION:

Property Owner Name: _____

Property Owner's Mailing Address:

Property Owner's Phone Number:

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Affordable and Workforce Housing Grant Program (AWHGP), and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency AWHGP Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such

Initials_____

assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the CRA to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the CRA or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

DRAFT

Initials_____

APPLICANT SIGNATURES:

1. _____
Principal/Owner's Signature Date

Printed Name Title

2. _____
Principal/Owner's Signature Date

Printed Name Title

3. _____
Principal/Owner's Signature Date

Printed Name Title

4. _____
Principal/Owner's Signature Date

Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared _____, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires:



LANDLORD INFORMATION

PROPERTY OWNER SIGNATURES:

- 1. _____
Property Owner's Signature Date

Printed Name Title

- 2. _____
Property Owner's Signature Date

Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared _____, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires:



AUTHORIZATION TO PERFORM A CREDIT CHECK
FOR PRINCIPAL/OWNER

The applicant hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("CRA") investigation into the credit worthiness of the applicant. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the applicant's credit worthiness on behalf of the CRA, including independent contractors and credit agencies retained by the CRA for such purpose.

Any information provided to the CRA is a public record subject to the provisions of Ch. 119 F.S.

Applicant grants such consent and authorization to the CRA for the period commencing as of the date of this authorization and terminating on the date the grant has been fulfilled.

This applicant hereby waives and all claims, past, present or future, which the applicant may have against the CRA by reason of any credit investigation made pursuant to applicant's consent and authorization herein give to the CRA.

An authorization to Perform Credit Check needs to be complete by each Principal/Owner and by the Business.

Please us a separate form for each principal/owner:

Principal/Owner Name: _____

Date of Birth: _____

Current Home Address: _____

Previous Home Address: _____

Email: _____ Phone Number: _____

Signature: _____

Date: _____



AUTHORIZATION TO PERFORM A CREDIT CHECK
FOR BUSINESS

The applicant hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("CRA") investigation into the credit worthiness of the applicant. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the applicant's credit worthiness on behalf of the CRA, including independent contractors and credit agencies retained by the CRA for such purpose.

Any information provided to the CRA is a public record subject to the provisions of Ch. 119 F.S.

Applicant grants such consent and authorization to the CRA for the period commencing as of the date of this authorization and terminating on the date the grant has been fulfilled.

This applicant hereby waives and all claims, past, present or future, which the applicant may have against the CRA by reason of any credit investigation made pursuant to applicant's consent and authorization herein give to the CRA.

An authorization to Perform Credit Check needs to be complete by each Principal/Owner and by the Business.

Business (d/b/a if applicable): _____
Federal Tax ID #: _____
Current Business Address: _____
State of Corporation: _____ Email: _____
Phone Number: _____ Fax Number: _____

Signature: _____ Date: _____
Title: _____



**CITY OF BOYNTON BEACH PLANNING & DEVELOPMENT DEPT.
ACKNOWLEDGEMENT FORM**

AFFORDABLE AND WORKFORCE HOUSING GRANT PROGRAM

CRA Grant Applicant: _____ has
met with the City's Planning & Development Department to review the improvements that will
done on the property located at: _____

List of Improvements:

City of Boynton Beach
Planning & Development Dept.

Reviewed by: _____

Date: _____

Requirements:



**CITY OF BOYNTON BEACH PERMIT DEPT.
ACKNOWLEDGEMENT FORM**

AFFORDABLE AND WORKFORCE HOUSING GRANT PROGRAM

CRA Grant Applicant: _____ has met with the City's Building Department to review the improvements that will done on the property located at:

List of Improvements:

City of Boynton Beach
Permit Dept.

Reviewed by: _____

Date: _____

Requirements:

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT
(PAYMENT BY CHECK)**

The undersigned lienor, in consideration of the final payment in the amount of \$_____ and condition upon payment of check number _____ issued to the undersigned by _____ in said amount, waives and releases its lien and right to claim a lien for labor, services or materials furnished to (customers) _____ on the job of (owner property) _____, to the following described property:

Dated on: _____, 20_____

Lienor's Name _____
Address _____
By _____
Printed Name _____